

## BUDGET COMMITTEE MEETING AGENDA

Monday, February 02, 2004 – 5:30 pm

Room 430, Blount County Courthouse

### Budget Committee Members:

*Keith Brock, Donna Dowdy, Dr. Robert Ramsey, Dr. Otto Slater, Beverley Woodruff*

1. Approval of Minutes (January 5, 2004)
2. Increase
  - a. Sheriff's Office (*Commission Approval Required*)
  - b. Emergency Management (*Commission Approval Required*)
  - c. General Purpose School Fund (*Commission Approval Required*)
3. Transfers
  - a. Education/Technology (*Commission Approval Required*)
  - b. Special Education/Special Education Support (*Commission Approval Required*)
4. Invoice Date Prior to Purchase Order
  - a. Building and Grounds Maintenance (Glass Doctor - P.O. 031583)
5. Payment on Payment Authorization; Should be on Purchase Order
  - a. Trans South, Sheriff Department
  - b. The Daily Times, Payroll Department
  - c. Minolta, Human Resources
  - d. Aramark, Health Department
6. Request for P.O. # 020875 to be cancelled and funds returned to the Maintenance Department.
7. Discussion/Possible Action Regarding Allen Brook Community Organization.
8. Discussion/Possible Action Regarding Consultant Services for Growth Strategy.
9. Discussion/Possible Action Regarding Podium in Commission Office.
10. Discussion/Possible Action Regarding General Sessions Judge and Secretary.
11. Discussion/Possible Action Regarding Increase for Cost in Criminal Cases.
12. Discussion/Possible Action Regarding Compensation Plan.
13. Discussion/Possible Action Regarding Homeland Security Agreement.
14. Discussion/Possible Action Regarding Quality Zone Academy Bond.
15. Discussion/Possible Action Regarding Foothills Community Development Corporation.
16. Discussion/Possible Action Regarding Funding for the Richard Williams Memorial Park.
17. Discussion/Possible Action Regarding Board of Education Long Range Plan for New Schools and planning/programming for New High School.
18. Discussion/Possible Action Regarding HVAC Phase II, Maintenance Improvement, year 2 budget.
19. Discussion/Possible Action Regarding Heating at the Community Action Agency.
20. Other
21. Information Only
  - a. YTD Increases/Decreases
  - b. Posted Transfers

**BUDGET COMMITTEE MEETING**  
**Monday, January 05, 2004 – 5:30 p.m.**  
**Room 430, Blount County Courthouse**

**Minutes**

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

**Members Absent:** None

**Others Present:** Sherry Sheffey, Dana Lamson, Judy Hackney, Troy Logan, Alvin Hord, Booty Miller, Bill Dunlap, Jeff French, Dennis Cardin, Michael Hill, Dave Bennett, Darren Dunlap, Harry Grothjahn, Tom Hatcher, Bill Padgett

**Approval of Minutes**

The motion was made by Otto Slater and seconded by Donna Dowdy to approve the minutes from the December 01, 2003 budget committee meeting. The motion passed with 5 yes.

**Budget Increases/Decreases**

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

**Circuit Court Clerk**

The motion was made by Keith Brock and seconded by Donna Dowdy to approve a budget increase in the amount of \$3,000.00 for the purchase of 12 flat panel monitors for the clerk's office. The motion passed with 5 yes.

**Invoice Date prior to Purchase Order Date**

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

1. Health Department-Master Mowers-\$150.00
2. Sheriff's Department-Artistic Stitches-\$506.50
3. Sheriff's Department-Artistic Stitches-\$1260.00

The motion passed with 5 yes.

**Payment on P.A. should be on Purchase Order**

**Mayor's Office**

The motion was made by Otto Slater and seconded by Keith Brock to approve payment of an invoice from Hobby Lobby in the amount of \$77.26. The motion passed with 5 yes.

## Discussion/Possible Action

### **Blount County Education Foundation**

The motion was made by Otto Slater and seconded by Donna Dowdy to approve sending a resolution fully supporting the mission of the Blount County Education Foundation and pledging to match donations dollar for dollar to the BCEF as a one-time expenditure not to exceed \$250,000.00. The motion passed with 5 yes.

### **Litigation Tax**

Will research and bring back details to the February Budget Committee meeting. No action taken.

### **Capital Plans**

Discussion was made and information distributed regarding the 4-year capital plan of the Highway Department and the 6-yr capital plan of General County. No action taken.

### **Building Codes**

Detailed information was provided by Larry Campbell regarding the proposed adoption of building codes for Blount County. No action taken.

### **Gas Company Franchise**

Information pertaining to incorporating a franchise fee was sent to Commission Secretary Rhonda Pitts in order to forward to the full Commission for review.

**Meeting adjourned 6:38 p.m.**

**Blount County, Tennessee**  
**REQUEST FOR BUDGET ~~INCREASE~~ DECREASE**  
**Fiscal Year 2003-2004**

Fund Number 101 Cost Center Number 091190  
 Fund Name Capital Cost Center Name Sheriff's Office

Appropriation:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-091190-541100	Sheriff's Office Capital	52637.00
<b>Total Appropriation:</b>		<b>52637.00</b>

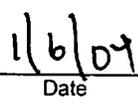
Estimated Revenue:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-000000-449914	Local Law Enforcement Block Grant	52637.00
<b>Total Estimated Revenue:</b>		<b>52637.00</b>

Reason for requested increase/decrease:  
Funds received from Dept. Of Justice (local law enforcement block grant) for purchase of tazors.  
 \_\_\_\_\_  
 \_\_\_\_\_

Note:  
 Total appropriation  
 must agree with total  
 estimated revenue.

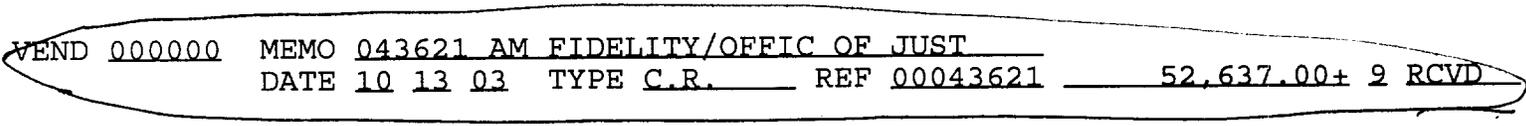
  
 Signature of Department Head

  
 Date

ACCOUNT 101 000000 449914 00000 SALARY REIMB/SHERIFFS DEPT

EST 200000.00+ ACTUAL 366875.68+ BAL 166875.68+

VEND	MEMO	DATE	TYPE	REF	AMOUNT	STATUS
000000	043584 US DEPT OF JUSTICE	10 09 03	C.R.	00043584	624.78+	9 RCVD
000000	043585 FIN COMM FOR APPALACHIA	10 09 03	C.R.	00043585	6,197.60+	9 RCVD
000000	043586 ALCOA INC	10 09 03	C.R.	00043586	1,100.00+	9 RCVD
000000	043621 AM FIDELITY/OFFIC OF JUST	10 13 03	C.R.	00043621	52,637.00+	9 RCVD
000000	043633 AM FIDELITY/DEPT OF JUST	10 14 03	C.R.	00043633	6,210.00+	9 RCVD
000000	043636 CITY OF FRIENDSVILLE	10 14 03	C.R.	00043636	3,523.32+	9 RCVD



101-091190.541100

10/10/2003		STATE-TN PAYMNTS	4,130.80	1,408,398.27
		PPD		
10/10/2003		MERCH DEP MERCHANT SERVICE	4,235.13	1,466,267.47
		CCD		
10/10/2003		VENDOR PAY 3801000000000000	7,704.45	1,462,032.34
		CCD		
10/10/2003		MISC PAY OJP TREAS 310	52,637.00	1,454,327.89
		CCD		
10/10/2003		Transfer from DDA Acct No. 7800305- D	750,371.47	1,401,690.89
10/09/2003	2060	Check 2060	(175,650.50)	651,319.42
10/09/2003		Transfer to DDA Acct No. 7800305- D	(570,219.11)	826,969.92
10/09/2003		Return of Item Deposited	(10.00)	1,397,189.03
10/09/2003	<a href="#">View Image</a>	Deposit	15.00	1,397,199.03
10/09/2003		Deposit	20.00	1,397,184.03
10/09/2003		Credit Adjustment	50.00	1,397,164.03
10/09/2003	<a href="#">View Image</a>	Deposit	280.00	1,397,114.03
10/09/2003	<a href="#">View Image</a>	Deposit	343.00	1,396,834.03
10/09/2003	<a href="#">View Image</a>	Deposit	848.55	1,396,491.03
10/09/2003	<a href="#">View Image</a>	Deposit	905.00	1,395,642.48
10/09/2003	<a href="#">View Image</a>	Deposit	1,633.10	1,394,737.48
10/09/2003	<a href="#">View Image</a>	Deposit	134,721.00	1,393,104.38
10/09/2003	<a href="#">View Image</a>	Deposit	317,458.49	1,258,383.38
10/09/2003		TN PAYMNTS STATE-TN PAYMNTS	1,002.31	940,924.89
		PPD		
10/09/2003		MERCH DEP MERCHANT SERVICE	2,824.28	939,922.58
		CCD		
10/09/2003		TN PAYMNTS STATE TN	02 725 27	027 008 20

101-447914  
52,637.00  
Office of Justice

**Blount County, Tennessee  
REQUEST FOR BUDGET INCREASE/DECREASE  
Fiscal Year 2003 - 04**

Fund Number 101

Cost Center Number 54410

Fund Name GEN COUNTY

Cost Center Name EMERGENCY mgmt

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-05410-500716-0	HAZARD MITIGATION GRANT PROGRAM (HMBP -144-0002)	17,913.00
Total Appropriation:		17,913.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-0-475912-0	OTHER FEDERAL THROUGH STATE TRAIL DOJ	17,913.00
Total Estimated Revenue:		17,913.00

Reason for requested increase/decrease:

INCREASE FOR HAZARD MITIGATION GRANT (COUNTY MATCH \$5,741.00)  
FOR A TOTAL of 23,654.00. DOCUMENTATION ATTACHED.

Note:

Total appropriation  
must agree with total  
estimated revenue.

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date



5825

THE STATE OF TENNESSEE  
**TENNESSEE EMERGENCY MANAGEMENT AGENCY**  
EMERGENCY OPERATIONS CENTER  
MILITARY DEPARTMENT OF TENNESSEE  
3041 SIDCO DRIVE, P.O. BOX 41502  
NASHVILLE, TENNESSEE 37204-1502  
(615) 741-0001

December 11, 2003

RE: HMGP-1464-0002  
Blount County  
Contract No. GG-04

The Honorable Beverley Woodruff, Mayor  
341 Court Street  
Maryville TN 37804

Dear Mayor Woodruff:

Attached for your signature is a grant between the Tennessee Emergency Management Agency and Blount County. This grant is for project number 1464-0002 under the Hazard Mitigation Grant Program (HMGP).

Please sign the grant and return to this agency in the enclosed envelope as soon as possible.

Please address any questions you may have to Ms. Judith L. Huff, State Hazard Mitigation Officer at (615) 741-1345.

Sincerely,

A handwritten signature in black ink that reads "James H. Bassham".

James H. Bassham  
Director

JHB/JLH/FHB

Attachment

cc: Bob Swabe  
David R. Bennett

# C O N T R A C T   S U M M A R Y   S H E E T

<b>RFS Number:</b>	341.09-271	<b>Contract Number:</b>	GG-04-
<b>State Agency:</b>	DEPARTMENT OF MILITARY	<b>Division:</b>	TN EMERGENCY MGMT AGENCY <span style="float: right;">MR</span>

<b>Contractor</b>	<b>Contractor Identification Number</b>
BLOUNT COUNTY	<input type="checkbox"/> V- <input checked="" type="checkbox"/> C- <span style="float: right;">626000495 01</span>

<b>Service Description</b>
HAZARD MITIGATION GRANT PROGRAM Project #1464-0002 Blount County Planning Project

<b>Contract Begin Date</b>	<b>Contract End Date</b>
6 OCTOBER 2003	6 OCTOBER 2005

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Sub grant Code</b>
341.09	464HF	132	11	<input checked="" type="checkbox"/> on STARS	EC3	H00

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2004		17,913.00			17,913.00
<b>Total:</b>		17,913.00			17,913.00

<b>CFDA #</b>	97.039	<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	X
<b>Name:</b>	Rose Massey	<b>Is the Contractor a VENDOR? (per OMB A-133)</b>	
<b>Address:</b>	Nashville, TN 37204	<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>	
<b>Phone:</b>	615/741-3883	<b>Is the Contractor on STARS?</b>	X
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
		<b>Is the Contractors Form W-9 Filed with Accounts?</b>	X

<b>COMPLETE FOR ALL AMENDMENTS (only)</b>			<b>Funding Certification</b>		
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.		
<b>END DATE →</b>					
FY:					
<b>Total:</b>					

## ATTACHMENT A

## GRANT BUDGET

GRANTEE: BLOUNT COUNTY

PROGRAM AREA: Hazard Mitigation Grant Program – FEMA 1464-DR-TN (Hazard Mitigation Planning)

Refer to *Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 10/06/03 through 10/06/05

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes {(PERCENT)}	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award (detail attached)	17,913.00	5,741.00	23,654.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	0.00	0.00	0.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost {(PERCENT)}	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>17,913.00</b>	<b>5,741.00</b>	<b>23,654.00</b>

LINE-ITEM DETAIL FOR: [PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
Supplies/Equipment	10,500.00
Salary/Fees Paid	6,724.00
Subgrantee Administration	689.00
<b>TOTAL</b>	<b>17,913.00</b>

**GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
BLOUNT COUNTY**

This Grant, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Blount County, hereinafter referred to as the "Grantee," is for the provision of providing funds to allow the Grantee to complete the project(s) listed on the Grant Budget; and in accordance with Federal Emergency Management Agency's (FEMA) 1464-DR-TN Hazard Mitigation Grant Program, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity. The Contractor's address is:

341 Court Street  
Maryville, Tennessee 37804

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall complete a local hazard mitigation plan which is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. The project(s) will be in accordance with the application received from Blount County and approved by the Federal Emergency Management Agency (FEMA) and in accordance with Code of Federal Regulations (CFR), Part 201.6, dealing with Local Hazard Mitigation Plans.

These local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

**A. 2. Mitigation Project Description:**

Project Title: Blount County Hazard Mitigation Planning Project #1464-0002  
Project Location: Blount County, Tennessee  
Project Description: 44 CFR § 201.6 – Local Hazard Mitigation Plan.

**A.3. Plan Requirement.**

- a. For disasters declared after November 1, 2003, a local government must have a mitigation plan approved pursuant to this section in order to receive Hazard Mitigation Grant Program project grants. Until November 1, 2003, local mitigation plans may be developed concurrent with the implementation of the project grants.
- b. Regional Directors may grant an exception to the plan requirement in extraordinary circumstances, such as in a small and impoverished community, when justification is provided. In these cases, a plan will be completed within 12 months of the award of the project grant. If a plan is not provided within this time frame, the project grant will be terminated and any cost incurred after notice of grant's termination will not be reimbursed by Federal Emergency Management Agency (FEMA).
- c. Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan. State-wide plans will not be accepted as multi-jurisdictional.

- A.4. **Planning Process.** An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disaster, the planning process shall include:
- a. An opportunity for the public to comment on the plan during the drafting state and prior to plan approval;
  - b. An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
  - c. Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.
- A.5. **Plan Content.** The plan shall include the following:
- a. Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
  - b. A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment shall include:
    - (1) A description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.
    - (2) A description of the jurisdiction's vulnerability to the hazards described in paragraph A.5.b. (1.) of this section. This description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of:
      - (a) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;
      - (b) An estimate of the potential dollar losses to vulnerable structures identified in paragraph A.5.b. (1) (a) of this section and a description of the methodology used to prepare the estimate;
      - (c) Providing a general description of land user and development trends within the community so that mitigation options can be considered in future land use decisions.
    - (3) For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.
  - c. A mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. This section shall include:
    - (1) A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

- (2) A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
  - (3) An action plan describing how the actions identified in paragraph A.5.c. (2) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.
  - (4) For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area..
- d. A plan maintenance process that includes:
- (1) A section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
  - (2) A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.
  - (3) Discussion on how the community will continue public participation in the plan
- e. Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

#### A.6. Plan review

- a. Plans must be submitted to the State Hazard Mitigation Officer for initial review and coordination. The State will send the plan to the appropriate FEMA Regional Office for formal review and approval.
- b. The Regional review will be completed within forty-five (45) days after receipt from the State, whenever possible.
- c. Plans must be reviewed, revised, if appropriate, and resubmitted for approval within five years in order to continue to be eligible for HMGP project grant funding
- d. Managing States that have been approved under criteria established by FEMA pursuant to 42 U.S.C. 5170c© will be delegated approval authority for local mitigation plans and the review will be based on the criteria in this part. Managing States will review the plans within 45 days of receipt of the plans, whenever possible, provide a copy of the approved plans to the Regional Office

#### B. GRANT TERM:

- B.1. Grant Term. This Grant shall be effective for the period commencing on October 6, 2003 through October 6, 2005. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed seventeen thousand, nine hundred thirteen dollars (\$17,913.00). The Grant Budget, attached and incorporated herein as a part of this Grant as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The grant budget amounts are firm for the duration of the grant contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the grant budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this grant contract to date.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this grant contract shall adhere to the grant budget. The Grantee may request revisions of grant budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total grant budget amount. Grant budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total grant budget amount shall require a grant contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within ninety (90) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

If total disbursements by the State pursuant to this grant contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached grant budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the

Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.8. Cost Allocation. If any part of the costs to be reimbursed under this grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the grant contract period.
- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this grant contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If this Grant involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:
- "NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This

project is funded under an agreement with Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.

- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives \$300,000 or more in aggregate federal and/or state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.17. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant.
- D.20. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
- D.22. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Judith Huff, State Hazard Mitigation Officer  
 Tennessee Emergency Management Agency  
 3041 Sidco Drive  
 Nashville, TN 37204  
 615/741-1345  
 FAX 615/532-9222

The Grantee:

The Honorable Beverley Woodruff  
 Blount County Mayor  
 341 Court Street  
 Maryville, TN 37804  
 865/273-5700  
 FAX 865/273-5705

Point of Contact

Mr. Mike Roberts, Director  
 Blount County EMA  
 341 Court Street  
 Maryville, TN 37804  
 865/273-5835  
 FAX 865/273-5839

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of

this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written

approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.5. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant.

- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.
- E.8. Year 2000 Compliance. The Grantee shall ensure that any computer hardware, commercial or custom software, firmware, and middleware purchased under this Grant shall be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, including leap year calculations (including but not limited to displaying, calculating, comparing, and sequencing).
- E.9. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants,

or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- E.9.a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- E.9.b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- E.9.c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
- E.9.d. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E.9.e. Notifying the agency within ten days after receiving notice under subparagraph (9.)(b.), from an employee or otherwise receiving actual notice of such conviction;
- E.9.f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (9.)(b.), with respect to any employee who is convicted.
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- E.9.g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.9.a.), (E.9.b.), (E.9.c.), (E.9.d.), (E.9.e.), (E.9.f.), and (E.9.g.).
- E.10. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

IN WITNESS WHEREOF:

BLOUNT COUNTY

*Beverley DeWoodruff* \_\_\_\_\_ Date 1-5-04  
 The Honorable Beverley Woodruff  
 Blount County Mayor



DEPARTMENT OF MILITARY:

\_\_\_\_\_  
 Gus L. Hargett, Jr. Date  
 Major General  
 The Adjutant General

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
 M.D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

\_\_\_\_\_  
 John G. Morgan, Comptroller of the Treasury Date

**Blount County, Tennessee  
REQUEST FOR BUDGET INCREASE/DECREASE  
Fiscal Year 2003-2004**

Fund Number 141 Cost Center Number 76100  
Fund Name GPSF Cost Center Name Capital Outlay

Appropriation:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-076100-500304	Architects	150,000.00
<b>Total Appropriation:</b>		<b>150,000.00</b>

Estimated Revenue:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-000000-499998	Use of Fund Balance	150,000.00
<b>Total Estimated Revenue:</b>		<b>150,000.00</b>

Reason for requested increase/decrease:

Increase budget through use of fund balance for the architect fees for planning and programming of a new High School.

Note:

Total appropriation must agree with total estimated revenue.

*Tracy Logan*

*1-8-04*

Signature of Department Head

Date

**"Approved By The Board Of Education"**

*1-8-04*

**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
**Fiscal Year 2003-2004**

Fund Number 141 Cost Center Number 71100/72810  
Fund Name General Purpose School Fund Cost Center Name Reg Educ/Technology

Transfer  
to:

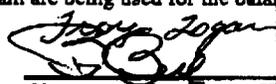
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-071100-500399	Other Contracted Services	13,500.00
Total Transferred to:		13,500.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-072810-500120	Computer Programmers	10,500.00
141-071100-500311	Contracts with Other Schools	3,000.00
Total Transferred from:		13,500.00

**Reason for Transfer Request:**

Transfer funds for contracted telecommunication repairs and support, acquired while employee was out on military leave; and for computer server and antivirus annual maintenance support inadvertently excluded from the budget.  
Savings from employee's wages while on military leave are being transferred to cover most of the costs; and estimated surplus from contract with Maryville College for ESL program are being used for the balance.


1-18-04  
1-18-04

Note:  
Total transferred to  
must agree with total  
transferred from.

Signature of Department Head \_\_\_\_\_ Date \_\_\_\_\_  
Signature of County Executive \_\_\_\_\_ Date \_\_\_\_\_

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003-2004**

Fund Number 141 Cost Center Number 71200/72220  
 Fund Name General Purpose School Fund Cost Center Name Spec Ed Instruction/Spec Ed Support

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-072220-500524	In-Service/Staff Development	5,000.00
Total Transferred to:		5,000.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-071200-500524	In-Service/Staff Development	5,000.00
Total Transferred from:		5,000.00

**Reason for Transfer Request:**

Transfer professional development budget for special education to the proper line item in accordance with Special Education budget reporting requirements.

Note:  
Total transferred to  
must agree with total  
transferred from.

Greg Jagan 1-20-04  
David L Cook 1-20-04  
 Signature of Department Head Date

\_\_\_\_\_  
 Signature of County Executive Date

# BLOUNT COUNTY GOVERNMENT

385 Court Street

Maryville, Tennessee 37804-5906

*Sherry*

## PURCHASE ORDER

PAGE

PURCHASE ORDER NUMBER	031583
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VENDOR NO. 082010

GLASS DOCTOR  
P O BOX 12185  
KNOXVILLE TN

379120185

SHIP TO NO: 051800  
BLOUNT COUNTY  
BUILDING AND GROUNDS MAINTENANCE  
BLOUNT COUNTY COURTHOUSE  
389 COURT STREET  
MARYVILLE TN

378045906

VENDOR

SHIP TO

BID/CONTRACT#	REQ/EMPL	TERMS	FOB	SHIP VIA
---------------	----------	-------	-----	----------

036008 HF

TM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL AMOUNT
1	45000	101-051800-500335-00000	GLASS REPAIR	1.00	LT	51.5300	51.53

*1-7-03*  
*Invoice date before*  
*P.O. date O.K. to send*  
*to Budget Committee*  
*per Heidi Shaw Dana*  
*Copies for Sherry*

*P.O. 31583 51.53*  
*P.O. 20985 140.00*

SPECIAL INSTRUCTIONS:  
.PURCHASING USE ONLY:

PLEASE RETURN TO MAINTENANCE.

TOTAL

51.53

SEND 3 COPIES OF INVOICE TO:

BLOUNT COUNTY  
BUILDING AND GROUNDS MAINTENANCE  
BLOUNT COUNTY COURTHOUSE  
389 COURT STREET  
MARYVILLE TN

378045906

SUBJECT TO THE FOLLOWING CONDITIONS

1. Acceptance of this order includes acceptance of all terms, prices, delivery, instructions, specifications, and conditions as stated.
2. Blount County reserves the right to reject any unsatisfactory items or service.
3. When a delivery is rejected, the vendor shall be notified and be given a reason for the rejection. All rejected deliveries shall be held at the vendor's risk. The vendor shall bear the expense of removal of all rejected deliveries.
4. No changes in or cancellations of this purchase order shall be recognized by the vendor unless authorized by a form issued by the County.
5. Blount County reserves the right to purchase in the open market and to charge the difference to the vendor in the event that the deliveries are not made within the time specified on this purchase order.
6. Each shipment and/or purchase order must be covered by a separate invoice.
7. All packages, cartons, or other containers must be plainly marked with the purchase order number.
8. The purchase order number must appear on all invoices submitted for payment.
9. Blount County is not liable for federal excise tax or Tennessee sales tax.
10. Blount County reserves the right to cancel the undelivered balance if items covered by this purchase order are back ordered.

BLOUNT COUNTY WILL NOT BE RESPONSIBLE FOR  
LOST PAYMENT DISCOUNT IF INVOICE IS NOT SENT  
TO ABOVE ADDRESS.

CONTROL NUMBER

047503

ACCOUNTING COPY

THERE IS AN OTHERWISE UNENCUMBERED BALANCE  
TO THE CREDIT OF THE PROPER APPROPRIATION,  
ALLOTMENT, OR FUND TO MEET THE EXPENDITURE  
COVERED BY THIS PURCHASE.

*Dave Bennett*  
FINANCE DIRECTOR

APPROVED:

DATE: 01/06/04

*Judy Spelvey*  
PURCHASING AGENT

# BLOUNT COUNTY GOVERNMENT

385 Court Street

Maryville, Tennessee 37804-5906

## PURCHASE ORDER

PAGE 1  
PURCHASE ORDER NUMBER 047503

VENDOR NO. 379120185

VENDOR

GLASS REPAIR  
P.O. BOX 12185  
MARYVILLE TN

SHIP TO

BLOUNT COUNTY  
BUILDING AND GROUNDS MAINTENANCE  
BLOUNT COUNTY COURTHOUSE  
385 COURT STREET  
MARYVILLE TN

378045906

ITEM	QTY	ACCOUNT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TOTAL PRICE
1	45000	101-051300-300325-00000	GLASS REPAIR	1.00 LT	\$1.5300	\$1.53
			P.O. 31583 51.53			
			P.O. 20985 140.00			
					TOTAL	21.53

SPECIAL INSTRUCTIONS: PLEASE RETURN TO MAINTENANCE.  
PURCHASING USE ONLY:

SEND 3 COPIES OF INVOICE TO:

BLOUNT COUNTY  
BUILDING AND GROUNDS MAINTENANCE  
BLOUNT COUNTY COURTHOUSE  
385 COURT STREET  
MARYVILLE TN

Complete   
Partial

I certify that above listed items have been received in acceptable condition and I hereby authorized payment of the invoice.

*Dennis Tetz*  
Department Head

7 JAN '04  
Date

BLOUNT COUNTY WILL NOT BE RESPONSIBLE FOR  
LOST PAYMENT DISCOUNT IF INVOICE IS NOT SENT  
TO ABOVE ADDRESS.

CONTROL NUMBER

047503

THERE IS AN OTHERWISE UNENCUMBERED BALANCE  
TO THE CREDIT OF THE PROPER APPROPRIATION,  
ALLOTMENT, OR FUND TO MEET THE EXPENDITURE  
COVERED BY THIS PURCHASE.

*Dennis Tetz*  
FINANCE DIRECTOR

APPROVED: *Judy Hardaway*  
DATE: 01-08-04  
PURCHASING AGENT

RECEIVING COPY

# GLASS DOCTOR

AUTO • HOME • BUSINESS

We fix your panes!

GLASS DOCTOR-KNOXVILLE

PO BOX 12185

KNOXVILLE TN 37912

(865)688-9325 Fax: (865)687-3029

Tax# 62-1583991

Invoice: 24880

Date: 12/30/2003

Sold To:

BLOUNT COUNTY JUSTICE  
ATT ACCOUNTS PAYABLE  
389 COURT STREET  
MARYVILLE TN 37804

Ph: (865)273-5785

Csr: DDJ

Tech: 12

PO:

Terms: NET 30

Qty Item Description

List

Material

Labor

Item Total

1 16" X 40" CL14 PUTTY GLAZE

66.53

125.00

191.53

Notes: blount county called in by damon fortney 740 9082 40 TO 129 S TO 321S CORT HOWS IS ON THE  
CORNER OF 321 AND CORT

Flat Message - Invoice

Signature \_\_\_\_\_

Material

Labor

Tax

Total

Deductible

Payments

Balance

66.53

125.00

0.00

191.53

0.00

0.00

191.53

vers: 6.7.4

Page: 1

Original with P.O. 20985

P.O. 31583 51.53

P.O. 20985 140.00

Thanks

### AUTHORIZATION TO PAY

Replacement of the glass has been made to my satisfaction and my insurance company is hereby directed to release policy and coverage information and is hereby authorized to make payments directly to Glass Doctor. I additionally assign any and all claims in connection with this installation against my insurance company to Glass Doctor. I agree to pay for any deductible myself.

Customer Signature

GD 013

PA-1

Date 1-20-04 Department Sheriff Dept

Vendor Trans South Vendor Number Temporary 35450

Invoice Number 1997 Ford F350 Invoice Date 1-20-04  
# 982053101

Account Number 101-091190-541100 Amount \$ 1600.00

(012)


Budget Committee

Total Invoice Amount	\$ 1600.00
----------------------	------------

Memo

Send to Budget Committee should be on a PD.

I hereby certify that all items included in the above referenced invoice have been received in acceptable order and I authorize payment of the invoice.

Authorized Department  
Signature T. Croft

Date 1/20/04

1-20-04  
Wana f apd  
W-9, they  
are paying us  
a invoice

**PAID**

  
ARCADIA FINANCIAL LTD

**TRANSOUTH**  
Financial  
Corporation

Arcadia Financial Ltd.  
TranSouth Financial Corporation  
Recovery Department  
P.O. Box 1100  
Minneapolis, MN 55440

Tel 952 914 4000  
877 200 8555  
Fax 952 914 4167

January 19, 2004

Blount County Government  
Accounting & Budgeting Dept.  
341 Court St.  
Maryville, TN 37804

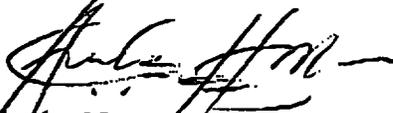
RE: Transouth Financial Corporation account # 919670001, Dennis Curtis  
Vehicle: 1997 Ford F350  
VIN: 1FTJF35G6VEC19842

This letter will confirm that Transouth Financial Corporation has agreed to accept \$1600.00 to release the lien on the above-mentioned vehicle. The title will then be released to Blount County, TN.

Please send payment to the following address:

**Transouth Financial Corporation**  
**Attn: Payment Processing**  
**5715 Old Shakopee Road**  
**Bloomington, MN 55437-3107**

If there are any questions, please feel free to call our toll free number 1-800-200-8555, ext 44061.

  
Charles Nnantah, Supervisor  
Recovery Department

952-914-4167

\$1600<sup>00</sup> <sup>THE SUDS</sup> to Arcadia Financial

Mail to

Attention: Payment Processing  
Arcadia Financial  
P.O. Box 1100  
Minneapolis, MN. 55440

Note on check account No.  
982053101\*

g1a

Per telephone conversation with  
Richard Forreson on Jan. 5, 2004  
in settlement of lien on  
1997 Ford F 350  
VIN No. 1FTJF35G6VEC19842

877-200-8555

EXT 44053

2:30 PM

**PAID**

Blount County, Tennessee  
Payment Authorization Form

PA-1

Date 1/20/04 Department PAYROLL

Vendor The Daily Times Vendor Number 15820

Invoice Number \_\_\_\_\_ Invoice Date \_\_\_\_\_

Account Number 101-052100-500332-0 Amount \$216.00


*Hand P.O.*

Total Invoice Amount \$216.00

Memo  
Ad for payroll position

**I hereby certify that all items included in the above referenced invoice have been received in acceptable order and I authorize payment of the invoice.**

Authorized Department  
Signature Dana La

Date 1-20-04



### REMITTANCE ADVICE

1

Detach and return this portion with your payment

Account Number	Invoice Number	Billed Account Name	Amount Enclosed
101671 12/31/03	000026702 12/01/03 12/31/03	BLOUNT COUNTY GOVERNMENT	\$ 216.00
<b>Remit To</b>		<b>Terms of Payment</b>	
<b>The Daily Times</b> P.O. Box 9740 Maryville, TN 37802 Phone: (865)981-1121		All amounts shall be due and payable in Maryville, Tennessee within 30 days of billing date. All past due amounts shall accrue interest at a rate of eighteen (18%) percent per annum.	



### Payroll Assistant

Blount County Government currently has a full-time, 30 hour per week position open for Payroll Assistant. Under general supervision of the Payroll Manager, the position will assist in processing a variety of payroll and related information & process & maintain records & reports. Follows established policies and procedures. Process necessary payroll changes including but not limited to new hire forms, transfers, terminations, promotions, increase, etc. Process and audit time sheets, data entry, proof edits to verify accuracy. Update payroll files, performs calculations. Assist other departments with payroll issues and questions. Uses standard office equipment including: computers, word processor, and calculator. Qualified applicants must have 1-3 years payroll experience including tax reporting and GL account reconciliation experience. HSD and basic office skills required, must have effective communication skills.

Blount County Government is an equal opportunity employer and does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment opportunities and benefits.

Please submit all resumes and salary requirements to:  
 Blount County Human Resources Department  
 397 Court Street, Room 429  
 Maryville, Tennessee 37804  
 865.273.5781  
 or apply in person to complete an application.

All resumes & applications must be submitted by the closing date of December 15, 2003 for consideration.

### 518 General

**SERVICE MASTER** now accepting applications for employment in the Maryville area. Exc. starting wages. For more info. please call 865-281-0220.

**WAREHOUSE POSITIONS**  
 Immediate FT openings for scanners, packers & pre-sorters. Hours M-F, 6:30a-3p. Excellent health/life & discount purchase benefits. Good work history & mandatory drug testing req'd. Apply in person @ DRS, 3490 Northbend Circle, Alcoa, TN. Phone: 865-681-1241.

### 520 Health Care

**FULL-TIME CARDIAC TECH EAST TENNESSEE HEART CONSULTANTS MARYVILLE OFFICE LOCATION**  
 Minimum of one year experience with EKG's, stress testing, placing King of Hearts and AEM monitors, providing pacemaker instructions, and competitive compensation and benefit package, including first day coverage on health and dental insurance and a pleasant work atmosphere. Email resume to: Linda.Brewer@ethc.com or fax to: (865) 681-3387.

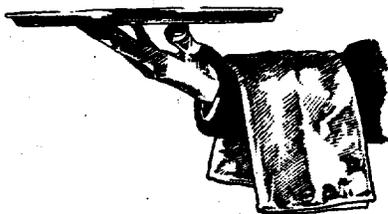
### 520 Health Care

**CDA OR RDA w/Coronal Polishing** needed for local dental office. Mon-Thurs. 9am-5pm. Pay is nego. Send reply to box 09016, c/o The Daily Times, PO Box 9740, Maryville, TN 37802.

### 520 Health Care

**ESTABLISHED BLOUNT COUNTY Chiropractic Wellness Center** seeking highly motivated individual for full time position. Salary plus bonuses. 604-2147.

**NURSES**  
 Want a Job  
 That Caters to Your Needs?



We offer Excellent Pay with an Excellent Benefits Package. We also offer Flexible Scheduling. Please Apply in Person or Call Gail Dunsmore Staffing Coordinator

Maryville Healthcare and Rehabilitation Center  
 A Kindred Community E.O.E.  
 1012 Jamestown Way  
 Maryville, TN 37803  
 (865) 984.7400  
 (865) 984.9708 Fax

## Fairpark Healthcare Center

has Opportunities Available:

- \* Dietary Aide - full time
- \* Licensed Nurses (LPNs/RNs) - full and part-time, 2-10pm and 10pm-6am shifts

Fairpark is a small, 75-bed skilled and long term care facility providing individualized care in a home-like setting. We offer competitive wages, including additional Pay in Lieu of Benefits. Benefits program includes holiday and vacation packages, shift differential, health and dental insurance, 401k and educational opportunities!

Apply Today To Join Our Progressive Long-term Care Team!

307 N Fifth Street • Maryville, TN 37804 • Phone: 865-983-0261 • EOE

**Local Community Nursing Home**  
 We offer competitive salaries, and superior benefits. Interested applicants should apply @ Colonial Hills Nursing Center, 2034 Cochran Rd., Maryville, TN 37801 between the hours of 8am-8pm EOE.

### 522 Hotel - Mo

**LIVE IN** desk office & hand housekeeping person between 2614 US Princess Motel good referenc calls please.

### 524 Industrial Trade

**Local Computer Permanent I.T.G.** looking for people. Must driver's license outside work advancement for good person, 264 way Rd, 865-670-667 workplace. EO

### 528 Office Clerk

**FT EXECUTIVE** Proficient in to write business and correspondence starter exhibition and Professional business office e Mail resume Habitat, PME Broadway, 37801. No ca

**RECEPTIONIST** multi line phone, pay DOE to 605 Smith C, Maryville, T

**WANT TO START**  
 Call 98 find o

**PRECERT/RECERT SPECIALIST** - Immediate opening. F/T, M-F. Responsibilities include obtaining cert for patient care, verifying ins coverage, cross-train for scheduling and intake. Requires a pleasant, task-oriented and focused personality, computer literacy, 1-2 yrs. exp. in medical insurance or office. Please fax your resume to Appalachian Therapy Center at 977-4072.

**RN POSITIONS** - Ambulatory surgery center taking applications for a FT & PT Registered Nurse. Mon-Fri day shift, GI or Critical Care exp. preferred. Competitive pay. Send resume w/hand written cover letter to Attn: Annette Cross, Tennessee Endoscopy Center, 1706 E. Lamar Alexander Pkwy., Maryville, TN 37804 or fax to: 865-681-5969.

### THERAPEUTIC FOSTER PARENTS NEEDED

We have youth that are in need of a foster home...TODAY! Can you provide guidance, friendship, support, and a home to a child in need? Our agency will provide free training, 24 hour emergency response, a generous stipend & reimbursement of \$30-\$50 per day, 4 respite days a month, plus community involvement opportunities. our greatest need is finding homes for children ages 11 through 17. Please consider opening your home and your heart to a child in need. Please call 524-7483 and ask for Lisa Mink or Donna Jones in our Foster Care Division.



## AFTER PART

\$25-\$100

WE NEED STUDENT CAN WORK 3 EV YOU MUST BE A WITH

ABOVE AVERAGE TRANSPORTATION IN THE MARYVILLE CALL 9



Blount County, Tennessee  
Payment Authorization Form

PA-1

Date 1-16-04 Department Human Resources

Vendor Minkota Vendor Number 30790

Invoice Number \_\_\_\_\_ Invoice Date 11-30-03

Account Number 101-051310-500330 Amount 485.48

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

JAN 16 2004

**Total Invoice Amount**

Memo  
This pymnt was never paid on old copies.

**I hereby certify that all items included in the above referenced invoice have been received in acceptable order and I authorize payment of the invoice.**

Authorized Department  
Signature Betsy Fox

Date 1-16-04



KONICA MINOLTA

PAGE: 1

RECEIVED  
NOV 18 2003

CUSTOMER STATEMENT

STATEMENT DATE: 10/31/03  
ACCOUNT NO: 22516

BLOUNT COUNTY GOVERNMENT  
397 COURT STREET  
MARYVILLE TN 37804

PLEASE REMIT TO:

\*\*\*\*\*  
\*\* THIS IS NOT AN INVOICE \*\*  
\*\*\*\*\*

*July Salary - This one due*

INVOICE DATE	INVOICE NUMBER	REFERENCE NUMBER	DUE DATE	PAST DUE	CURRENT	FUTURE
08/18/03	D081883820	31724391	09/17/03	252.58		
09/16/03	D091635509	31724391	10/16/03	232.90		
<p><i>Aug 1<sup>st</sup> - Sept 10<sup>th</sup></i></p> <p><i>04-201-825-3297</i></p>						
COLUMN TOTAL:				485.48	0.00	0.00

IF YOU HAVE ANY QUESTIONS ABOUT  
THIS STATEMENT PLEASE TELEPHONE  
KONICA MINOLTA, ATTENTION:  
DORRAINE GROGAN  
201-818-3182 ✓

AMOUNT DUE:  
STATEMENT TOTAL:

485.48  
485.48

1.04 +  
1.20 +  
1.20 +  
1.20 +  
1.20 +  
1.20 +  
1.20 +

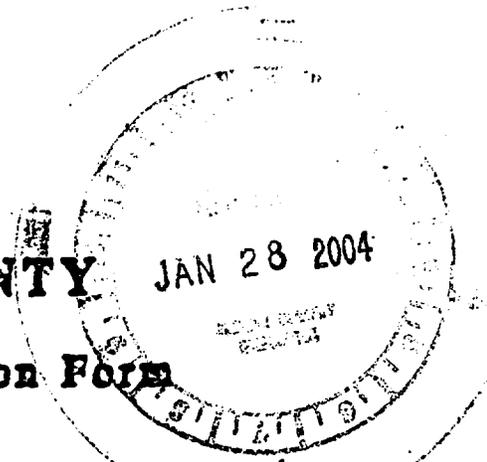
20127

015

X

54.37G+

# BLOUNT COUNTY



## Payment Authorization Form

Date 01-27-04 Department Health

Vendor Aramark Vendor Number 30580

Invoice Number \_\_\_\_\_ Invoice Date \_\_\_\_\_

Account Number 101-055110-500329 Amount \$ 54.37

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

Total Invoice Amount \$ 54.37

Is invoice complete?  Yes  No. If no explain

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

### Department Head Authorization

I hereby certify that all items included in the above referenced invoice have been received in acceptable condition and I authorize payment of the invoice.

Signature Anna J. Potter Date 01-27-04

# RAMARK

iform Services

## INVOICE

CUSTOMER SERVICE (800)826-3263

BLOUNT COUNTY HEALTH DEPT.  
 HEALTH DEPT.  
 1006 EAST LAMAR ALEXANDER PKWY  
 MARYVILLE TN 37801  
 (865)983-4582

CUSTOMER 4752002  
 INVOICE 523-4335904  
 DATE 01/27/04  
 PAGE 1 of 01

ROUTE	STOP	TERMS	GARMENT ID
41	40	2	41
A/R INV	SERVICE DAY		PREVIOUS BALANCE
	...T...		1865

0 - 30 DAYS	31 - 60 DAYS	OVER 60 DAYS
00	1865	00

ITEM #	ITEM DESCRIPTION / NAME	INVENTORY	DELIVERY QUANTITY	BILL QUANTITY	RATE	TOTAL CHARGE	ADDTL AMOUNT	CREDIT AMOUNT
WE	INVOICE AT FRONT DESK							
	MAT_NYLON/RUBBER BRWN 3X4	8	5	5	251	1255		
	LOSS			1	3150	3150		
	DUST_MOP_ENVELOPE DRNG 22	6	1	3*	104	312		
	DUST_MOP_ENVELOPE DRNG 36	12	1	6*	120	720		
	HANDLE XXXX	1		1	00	00		
	FRAME MOP XXXX 36	1		1	00	00		
	HANDLE XXXX	1		1	00	00		

**FOR OFFICE USE ONLY**

THANK YOU  
FOR LETTING US  
SERVE YOU

BY Nancy B. Show  
 www.ARAMARK-Uniform.com \*Minimum bill quantity

AMOUNT DUE > 54.37

**CUSTOMER INVOICE**

< TOTAL ADJUSTMENT  
 < ADJUSTED AMOUNT DUE

DAMON A. FORTNEY  
Maintenance Director

BLOUNT COUNTY GOVERNMENT  
MAINTENANCE DEPARTMENT

Courthouse / Justice Center / Library  
389 Court Street, room 434  
Maryville, TN 37804-5906  
Tel: (865) 273-5785 Fax: 273-5789



29 January, 2004

Mr. David Bennett  
Assistant County Executive  
Director of Accounts & Budgets  
Blount County

Re: Budget Committee Request

Dear Mr. Bennett:

Request purchase order 020875 (dba Chris Clement) be cancelled and the funds returned to the Maintenance Department line item (account 101-051800-500-338). The vendor, Chris Clement, has failed to provide the requested services, and the purchase order is now over 1-year-old.

Thank you.

Damon A. Fortney

*Proposal*

**Consultant Services**

**for**

**The Blount County  
Growth Strategy**

Q/A  
1/26/04

*Proposal*

**Consultant Services**  
for  
**The Blount County**  
**Growth Strategy**

*Prepared for:*

**Blount County, Tennessee**

*Prepared by:*

**Hunter Interests Inc.**

**Annapolis, MD • New York City • Clearwater, FL**

**January 15, 2004**

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# HUNTER INTERESTS

I N C O R P O R A T E D

January 15, 2004

Mr. David R. Bennett  
Asst. County Mayor  
Director of Accounts — Budgets  
Blount County Courthouse  
341 Court Street  
Maryville, TN 37804

Dear Mr. Bennett:

This letter transmits a proposal for the development of a Blount County Growth Strategy, in conjunction with the completion of the Maryville Urban Growth Strategy that is now being prepared by a team led by Hunter Interests Inc. of Annapolis, Maryland. The growth dynamics of the region are so interrelated that a holistic or universal strategy is considered a highly desirable, even necessary step in planning for a future that preserves a high quality of life while harnessing the economic benefits that growth offers. We appreciate the opportunity to submit this proposal, and look forward to working on a cohesive growth strategy that provides an appropriate interface between the County and the City, and affords beneficial opportunities for each.

In essence, we are proposing a study process that is nearly identical to that being undertaken in the Maryville Urban Growth Strategy. This involves an approach that is driven by economic and market analyses that permit projections of future growth, that are in turn analyzed through a host of land use, zoning, policy, program, and public vision evaluations. Indeed, the scope of work and tasks described herein are in many cases identical to those in the Maryville scope, and are meant to accomplish the same goal—providing the jurisdiction with the data, projections, analysis, tools, and recommendations that will enable policy makers to decide future actions pertaining to growth.

Because the team has been compiling information on Blount County, and otherwise analyzing various common dynamics with Maryville in the course of work over the last six months, we have been able to condense some tasks and are otherwise able to pass a savings in work efficiency and budget along to the County. The schedule for the work program is approximately six to eight months, that will coincide with the wrap-up of the Maryville Urban Growth Strategy, enabling both efforts to be finalized in a cohesive fashion.

The same Hunter Interests team that is active in the current work will be available to assist Blount County and will include the Growth Management Institute, transportation professionals, and both local and national planning and design

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**HUNTER INTERESTS**  
I N C O R P O R A T E D

D. Bennett  
January 15, 2004  
Page Two

professionals as needed. As a team we have been immersed in growth issues in the greater Blount County area for the last six months and we look forward to applying our knowledge and experience to this new assignment.

The timing for County involvement in developing a cohesive growth strategy is excellent, and we applaud the County for looking to the future with near-term actions. We look forward to working closely with the County Commissioners, County Planning Commission, the County Planning Department, and all entities of County government. Most importantly, we look forward to working closely with the residents of Blount County in the important work ahead.

Sincerely,

HUNTER INTERESTS INC.



Ernest E. Bleinberger  
Sr. Vice President/COO

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**HUNTER INTERESTS**  
I N C O R P O R A T E D

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**Table of Contents**

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I: Proposed Scope of Services	1
II: Project Management, Schedule, and Budget	12
III: Hunter Interests Inc. Qualifications and Experience	14

## **I. Proposed Scope of Services**

The work program described is organized into six sequential yet congruent sections, and can easily be accomplished within the six-month period designed to coincide with the finalization of the Maryville Urban Growth Strategy. The philosophy of this work approach is to carefully analyze the market forces that are establishing development patterns in and around Blount County both now and in the future. The backbone of this approach is detailed economic analysis to project market trends in Blount County, and the direction growth will take. Those forces and patterns are then evaluated in a policy context to determine their desirable and undesirable aspects. A growth plan is then established, and a system of effective growth management regulations and procedures follow as tools to control future growth and development in accordance with the desires of the community.

### **A. Analysis**

#### **1. Physical Conditions**

**Task 1: Kickoff Meeting and Commissioners/County Planning Commission Workshop No. 1** — Immediately upon executing a contract, Mr. Hunter and/or Mr. Bleinberger will meet with client representatives to establish management and administrative procedures, and an overall schedule for the work process. On the same trip we recommend scheduling the first workshop, so that individual Commissioners and Planning Commission members can describe their visions for the future of Blount County, as well as what they like, and do not like, about current plans and development regulations.

**Task 2: Data Collection and Interviews** — On the same initial trip, members of the HII team will begin intensive data collection and confidential interviews with public and private sector leaders, as well as County staff, real estate professionals, and key property owners. The purpose is to assemble relevant data and information on Blount County development patterns, and current growth and development trends, as rapidly as possible. We will look hard at residential density, commercial and industrial projects, and the demand, which is driving their growth. In addition, the team will move early to understand the relationship between Blount County and the National Park Service and other government entities.

**Task 3: Land Use Analysis** — A careful analysis of existing land use and recent developments will be conducted with assistance from the County planning staff. Updated GIS data will be particularly helpful in this regard, along with aerial

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# HUNTER INTERESTS

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I N C O R P O R A T E D

photographs, base maps with parcelization and topography, utilities, and public facilities. This task will build on the base of information assembled in the process of work on the Urban Growth Strategy for the City of Maryville.

**Task 4: Comprehensive Plan and Zoning Ordinance Analysis** — The Blount County Policies Plan, adopted in June 1999, and the Conceptual Land Use Plan for Blount County, adopted March 2000, will be analyzed in detail and discussed extensively with County staff from the standpoint of its effectiveness, and aspects of the plan that are currently considered to be operational. A similar analysis of the zoning ordinance and map will be conducted, and contrasted with the comprehensive plan and other planning/development documentation.

**Task 5: Transportation Systems and Transportation Plan Update** — Transportation professionals on the Hunter team will analyze the current street and highway system using the recently completed Wilbur Smith transportation plan, recent and proposed transportation system improvements, and other long-range transportation planning desires expressed by the County and/or higher levels of government. Under this task the team professionals will begin updating the County's transportation plan. The initial focus will be on major corridors, and those areas under high development pressure in the immediate future such as Routes 411 and 321. Long-range transportation planning implications of all growth policies will also be evaluated to ensure continuity and consistency in infrastructure planning procedures. This will involve interfacing City of Maryville strategies with those being developed for Blount County.

**Task 6: Utility Systems/Public Facilities** — Civil engineers on the Hunter team will also be involved in an analysis of all utility systems and plans affecting Blount County. This analysis will include utility service deficiency and issues affecting growth and development, as well as the desires of Blount County policymakers and staff regarding utility service improvements. Engineers on the project team will update public facilities plans in light of all work conducted to date, and also address issues related to utility extensions and expansion.

**Task 7: Development Regulations and Procedures** — The team will conduct a separate analysis of current development regulations and procedures, with a view toward describing legislative and administrative intent, legal aspects and effectiveness of current development controls, administrative and regulatory problems and issues, and the extent to which recent changes may have occurred since Ch. 1101 was passed.

**Task 8: Urban Growth Boundary** — The Urban Growth Boundary has been the subject of study by the team for six months. This work has focused primarily on the City of Maryville, but from the outset, the interrelationships with Blount County have been central to many aspects of the analysis. Under this task the

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# HUNTER INTERESTS

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I N C O R P O R A T E D

team will seek to fully understand the implications of the UGB from the County's perspective. Issues such as the zoning and subdivision approval conflict in the UGB will be further investigated from the County's perspective. Work completed under this task will entail on-going meetings and workshops.

**Task 9: Annexation Policies and Procedures** — A separate analysis of recent annexation history, and the impacts and influences on the County must be conducted. Particular attention will be devoted to issues of controversy associated with past practices and current procedures.

**Task 10: Public Facilities and Plans** — A separate analysis of schools, parks and recreation areas, publicly owned real estate, governmental and community facilities of all types, land controlled and used by other levels of government, and institutional land usage and growth prospects will be conducted under this task.

## 2. Economic Forecasts

**Task 11: Demographic Projections** — Hunter Interests has recently created practical and current population and household projection models for the City of Maryville Planning Area, in tandem with a countywide study of demographic characteristics. The model utilized currently accepted demographic projections by the County and higher levels of government as well as local/regional institutions that regularly make such projections. Under this task, projections will be subjected to three scenarios representing slow, moderate, and high rates of growth, to reflect the application and effects of varying degrees of growth management practices. In addition to analyzing, forecasting, and projection techniques, a "reality check" will be conducted using information gained from other work program tasks.

**Task 12: Economic Projections** — HII has established an excellent and current database on the regional economy from its recent work in Maryville and Knoxville. Under this task the strengths and weaknesses of the County economy will be conducted within the regional context, with particular attention devoted to economic projections and forecasts that directly affect the future of growth.

**Task 13: Development Corridors and Growth "Hot Spots"** — HII real estate professionals will conduct a separate analysis of growth corridors and key nodes and lands that are under specific development pressure, from the standpoint of how and when development associated with these key locations is likely to occur. This growth will be evaluated for its consistency with current local policies and plans, and the results will be an input to our market analysis work below.

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# HUNTER INTERESTS

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I N C O R P O R A T E D

**Task 14: Market Analysis** — The largest and most extensive work task in the analysis portion of this work program is the market analysis conducted here on a development sector basis. The focus of the market analysis will be current and likely future demands for residential development of all types, commercial development along major arteries and at all key commercial nodes, industrial development likely to occur in the immediate and long-term future, and institutional growth and development of all types, including both government and non-governmental institutional facilities. Other land uses that are considered more ancillary and less likely to be the “drivers” of a growth economy will also be analyzed as appropriate. Particular attention will be devoted to those uses where market demand is likely to be the strongest in the future. Market studies conducted for public and private developments will be collected and analyzed; interviews will be conducted with real estate professionals involved in brokerage, appraisals, development and property management; and growth projections by segment will be made for the medium- and long-term future.

**Task 15: Real Estate Analysis** — In parallel with the demand side of the market analysis conducted in Task 14 above, the team will analyze available real estate, both vacant and underutilized land resources, with a focus on real estate likely to come under severe development pressure in the near future. Specific attention will be devoted to land that is currently in a transitional mode, where development proposals both now and in the immediate future are likely to have significant impacts on Blount County land development patterns.

**Task 16: Focus Groups and Interviews** — If necessary, additional focus groups and confidential interviews will be conducted to test our conclusions regarding market analysis findings and results. We often test hypotheses regarding future growth and development with individuals who understand real estate and growth dynamics in the local market place.

### 3. Development Forecasts

**Task 17: Regional Development Trends and Growth Dynamics** — The likely impact of growth and development trends *elsewhere* in the area that will impact Blount County in the future will be conducted under this task and to some extent this will involve a cross analysis of the evolving Maryville Urban Growth Strategy. The purpose is to understand those external factors that are likely to change the demand for land, and the forces of development in Blount County. Particular attention will be focused on likely future changes in the regional highway and transportation network. The growth dynamic underway both now and in the immediate future in Blount County will be described in this task, with a view toward focusing attention on specific changes that are programmed to occur in the immediate future, as well as those likely to occur due to the findings of the

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market analysis and other work. The purpose is to anticipate specific development proposals likely to come forward during the next two to four building cycles (7–13 years).

**Task 18: Likely Future Development Patterns** — The results of Task 17 above will be “put on the map” and illustrated by the team in a series of schematic diagrams and plan drawings. Those areas coming under progressively more intensive development pressure during the next decade will be described, and comparisons made to raw land resources and open space areas that are valued in the community.

#### 4. Evaluating Blount County’s Future

**Task 19: Consultant Team Evaluation** — Key members of the consultant team will meet with designated members of Blount County staff for a workshop-type discussion which will contribute to our team’s evaluation of the current growth dynamic and likely future development patterns in and around Blount County. These discussions are often lengthy and quite lively, with quality of life values coming into play, and the views of individual team members being candidly communicated. The purpose is to brainstorm on the development forces and patterns now at work in Blount County, as well as those likely to continue into the future.

**Task 20: Public Forum #1** — At this point in the work process, the HII team will conduct the first public forum which gives all Blount County citizens an opportunity to communicate their concerns and desires regarding the future, and to participate in the growth management planning process. With assistance from County staff, the public forum will be held in an appropriate public facility and will be extensively advertised throughout the community. The public forum will be organized and managed so as to allow organizational representatives and individual citizens to express their views, concerns, and opportunities regarding the future of Blount County. Our firm has extensive experience in facilitating discussions of this type. All participants will be encouraged to sign in, and the results of the public forum will be included in a Technical Memorandum and made available to the general public.

**Task 21: Commissioners/Planning Commission Members Workshop #2** — Immediately before or after the first public forum the HII team will hold its second workshop session with County Commissioners and Planning Commission members. We will go further in communicating the results of our analysis work phase in this workshop than we will in the initial public forum, eliciting feedback from Commissioners and Planning Commission members on the direction and content of our work, as well as results to date.

**B. Policy Framework**

At this point in the work process a transition begins to occur from analysis into strategic planning and policy development. Tasks 22 through 27 below describe establishment of a policy framework to guide and begin shaping the growth management planning process.

**Task 22: Stated and Implicit Blount County Development Policies** — Certain development policies and goals for the future will be clear in the land use plan, zoning regulations and map, and development regulations that are currently in force. Other unstated yet implicit policies, goals, and objectives may be apparent from other actions such as recent development approvals, the desires and objectives of others, and local development issues which are gaining in prominence. Under this task we will attempt to summarize the stated and implicit development policies which are now in place in Blount County.

**Task 23: Policies of Other Similar Communities** — Professionals from all of our firms travel extensively throughout the United States and are familiar with the successes and failures of growth management plans, regulations, and procedures in other communities. Under this task, with the assistance of the Growth Management Institute, the “state of the art” in growth management throughout the United States will be summarized early in our work process. If desirable, we may also recommend that elected officials and key staff travel to other communities that are particularly salient, or that have successfully faced similar development issues and handled them well. We often organize and assist such travel to help our client group see the successes and failures of others firsthand.

**Task 24: Alternative Futures** — In a general sense, several alternative futures for Blount County will be described under this task. This is the opportunity to get creative and step back from the forest and trees to view the big picture, and describe the type of community which some wish Blount County to become. At other points in the work process similar “brainstorming” exercises can be helpful in ensuring that all possible alternatives are considered.

**Task 25: Feasibility of Alternative Futures** — As economists, senior HII professionals will perform the necessary “reality check” on various alternative futures that may be desired. The purpose here is not to “burst the bubble,” but rather, to ensure that the transition from vision to goals and objectives is both seamless and realistic.

**Task 26: Long-Range Goals and Objectives** — In conjunction with County staff and key members of the client group, the HII team will postulate a series of long-range goals and objectives for future development (or lack thereof) in Blount County. This effort will take into consideration, as much as possible, community

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values that we have come to understand, as well as growth pressures and realistic expectations regarding the ability of local government to shape and control growth.

**Task 27: Development Policy Implications** — Statements of long-range goals and objectives will be translated into a series of development policies. In some cases, we would expect current stated or implicit development policies to be validated. In other cases new development policies may emerge. In some cases policy statements may be somewhat general and all-inclusive. In other cases they will be quite specific and detailed.

## C. Planning

In the third section of our work program, the policy framework described above that is beginning to take shape and form the future landscape of Blount County will be further defined and translated into specific plans, programs, and growth guidelines.

**Task 28: Establish Important Growth Thresholds** — As development policies and market forces are projected to conflict in key areas, we will begin to recommend appropriate growth thresholds, site capacities, development limitation factors, and begin translating these factors into special development requirements such as roads, utilities, services, and support.

**Task 29: Zoning Ordinance and Map Recommendations** — The team will recommend appropriate changes to the zoning ordinance and map as a result of all work described above. New zoning categories and overlay zones may be recommended; zoning map revisions could extend from comprehensive rezoning to minor adjustments depending upon circumstances described in the preceding tasks. Recommendations will be made on appropriate procedures for modifying both ordinance and map. These recommendations will be made in accordance with a consensus from the Planning Commission and others that is reached during the study process.

**Task 30: Determination of No Growth and Permanent Open Space Areas** — Virtually all growth management plans include permanent open space areas and land bays that are designated for no growth or slow growth. These areas typically include important parks and recreation areas, but may also include environmentally sensitive areas, areas of historic or environmental significance, established neighborhoods, and similar land areas which the community wants preserved in its current state in perpetuity. Under this task, these areas will be identified and recommended in accordance with the information assimilated through all of our community participation work, and the policy/planning work conducted to date.

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**Task 31: Commissioners/Planning Commission Members Workshop #3** — A progress report on all work to date will be made in the third workshop with Planning Commission and Blount County officials.

**Task 32: Public Forum #2—Planning Charrette** — We propose a planning charrette during a weekend day, and/or for several hours during a convenient evening, where the general public is invited to participate more fully in specific aspects of the growth management and planning process. Our planning charrettes are typically divided into three segments: we first give a briefing to everyone on the results of our market analysis work and the policies that have emerged from our work program. Next, participants are divided into several “working groups” which adjourn to breakout rooms or small workstations. Each of these groups is organized around a particular functional area (e.g., transportation systems, parks and open space, residential or commercial development, etc.) and is facilitated by a lay community leader with a professional staff member taking notes. These groups are facilitated further by roving members of our professional team to assist in discussing specific issues and making planning recommendations. Finally, everyone reconvenes and each work group gives a brief presentation of their findings and recommendations. We summarize all charrette planning results in a Technical Memorandum and will distribute it with Blount County staff assistance to all participants.

## D. Impacts

It is essential that the fiscal and economic impacts of growth proposals and limitations be understood by all public policymakers. This section is devoted to assessment of these impacts, along with preparation of a development impact model that can be used in the future to evaluate specific development proposals.

**Task 33: Fiscal Impact Analysis** — HII professionals will prepare a fiscal impact analysis that considers tax and fee flows from future development to all levels of local government, including schools. Current assessment and taxation policies will be used even though some might change in the future. The focus of the fiscal impact analysis will be on the near-term future and the development likely to occur during the next two to three building cycles, although to the extent possible we will also project longer term fiscal impacts associated with development that can be reasonably assured, and which are countenanced in the plans and programs prepared herein.

**Task 34: Economic Impact Analysis** — Estimates of direct and indirect job generation associated with future development will be conducted, along with estimates of direct and indirect spending and other impacts on the local economy. HII normally uses the US Department of Commerce RIMSII Economic Model for regionally adjusted indirect impact analysis.

**Task 35: Draft Development Impact Analysis Model** — Under this task HII fiscal specialists will prepare an Excel computer program-based development impact model that can be used to consistently and systematically assess future development proposals. The model will be useful in evaluating development proposals in relation to the community's goals and objectives, and for use in calculating any development impact fees. The model will be prepared in conjunction with local staff that will be required to use it.

**Task 36: Establish Adequate Public Facility Tests** — We envision a series of tests and thresholds associated with the creation and/or maintenance of adequate public facilities for new development proposals. Some communities are extremely aggressive in adequate facilities ordinances that require facilities to be in place in advance of development. Others are more permissive and use co-development and fee mechanisms to ensure the adequacy of public facilities in parallel with the investment/development process. An appropriate set of adequate public facility thresholds and tests will be established in conjunction with the client group under this task.

#### **E. Tools**

In this section of the work program, recommended growth management controls will be further defined and established. The intent is to provide the County with an integrated system of growth management tools that manage and control growth to the extent desired, that are practical to administer, and that are consistent with the legal and regulatory environment in Blount County.

**Task 37: Alternative Growth Management Tools** — The Growth Management Institute will assist the client group and consultant team in defining an appropriate set of growth management tools that can be used to manage future growth and development in Blount County. Early in the work process the various tested growth management tools that have been effectively used elsewhere will be described, along with emerging tools that may be available and appropriate for Blount County in the future. These will include innovative concepts developed by the team expressly for Blount County and the range of issues and opportunities identified in the study. We envision a "bundle of tools" being recommended at the conclusion of this task. Certain new techniques that could face future legal challenges may be discussed but not recommended. Other tested tools may be too aggressive, or they may not. In all cases, we will consider the complete array of optional tools so that they are complementary and not redundant, with combined effectiveness.

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**Task 38: Recommendation of An Integrated System of Growth Management Tools for Blount County** — In the final analysis, we will recommend a set of specific Blount County regulatory techniques and procedures for consideration by the Blount County government and implementation by County staff. Our recommendations could include a progressive series of tools that are added in phases as development pressures increase, or as certain development thresholds are crossed.

**Task 39: Commissioners/Planning Commission Members Workshop #4** — A complete report on the impact analysis and recommended growth management tools will be conducted for Commissioners and Planning Commission members under this task.

## F. Awareness

This final series of tasks completes our recommendation and reporting process, and begins a more extensive process of community awareness. In the final analysis, Blount County's growth management program will only be as effective as it is accepted, by policymakers, Blount County staff, and the general public. The tasks below involve reporting and community relations to build consensus for the overall growth management program as well as specific regulatory procedures.

**Task 40: Final Report** — All work on this program will be summarized in a final report. The report will include appropriate technical appendices, which borrow from and supplement the Technical Memoranda previously prepared and circulated. The report will also include an executive summary suitable for separate publication and wider dissemination.

**Task 41: Recommend Community Awareness Program** — After working for more than a year in Maryville and Blount County, our team will be very aware of appropriate community relations techniques—what will likely work, and what will not. Under this task we will recommend a program for continuous communication with the general public, of an appropriate nature. Some communities are very aggressive in their communications programs. Others prefer to be more passive in publicizing new controls and techniques, focusing primarily on real estate professionals who will be directly impacted by them. The extent to which broad-based consensus building is necessary will be discussed with our client group and in the workshops with the Planning Commission and Blount County officials.

**Task 42: Council/Commission Workshop #5** — Key principals of the firms involved in the HII team will be available for the final workshop with the County Commissioners and Planning Commission members, to discuss the final report and next steps.

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**Task 43: Public Forum #3** — The final project report will be the subject of a presentation and discussion with the general public in the third and final public forum. A PowerPoint presentation will be prepared for this public forum and will be delivered on a CD to the County for future use in community meetings.

**Task 44: Keeping the Plan Current and Properly Maintained** — A section in the final report will deal with the issue of plan maintenance and currency. Even though new ordinances, maps, and regulations are established, the growth management process is dynamic, and the County's program will need periodic attention to stay in conformance with state law and the state of the art of growth management practice. Specific recommendations will be made in the final report regarding methods to ensure that the plan and regulatory environment are properly maintained in the future.

## **II. Project Management, Schedule, and Budget**

Mr. Donald E. Hunter, President, will be principal-in-charge of the Blount County Growth Strategy, and oversee all work done by the firm. He will be present for key checkpoint meetings, workshops, and presentations. Mr. Ernest E. Bleinberger, Senior Vice President and Chief Operating Officer, will be the Project Manager, and responsible for day-to-day contact with the client and oversight of the team. He will also be involved in a number of the analytical tasks outlined in the Scope of Work. Mr. Bleinberger will be directly assisted by Mr. Taylor Yewell, Senior Associate, who will also be involved in various analytical tasks. Both gentlemen anticipate spending significant time on the ground in Blount County. We have included the resumes of Hunter Interests personnel.

With regard to schedule, the team is prepared to complete all work within six to eight months of a notice to proceed. This will coincide with the completion of the Maryville Urban Growth Strategy and will provide for a cohesive implementation effort.

With regard to budget, we have attached an estimated range of fees for each study area to suggest the approximate professional hours that will be spent on each. Each area, in turn, reflects a blend of staff time from the team including principals, senior analysts, technical, and administrative personnel. The midpoint of the total range (\$195,000 to \$275,000) is \$235,000. We propose that the midpoint of \$235,000 represent a lump sum, not-to-exceed contract amount for the work referenced in this proposal. This amount also includes all direct expenses associated with travel, subsistence, lodging, etc. We would be happy to provide a further breakout of time and expenses as part of an interview, or contract negotiation process.

HII is an Equal Opportunity Employer with an adopted Affirmative Action program, and hereby agrees to not discriminate in any manner during the course of this work.

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**Proposed Project Budget\***

Analysis	\$ 45,000 – \$ 65,000
Policies	\$ 30,000 – \$ 40,000
Planning	\$ 40,000 – \$ 60,000
Impacts	\$ 40,000 – \$ 50,000
Tools	\$ 30,000 – \$ 45,000
Awareness	<u>\$ 10,000 – \$ 15,000</u>
	\$195,000 – \$275,000
Approximate Midpoint	\$235,000

\* Includes all subcontract services including physical planning, transportation planning and engineering, and attorney's services, as well as all direct expenses, estimated at 10% of the overall budget.

**III. Hunter Interests Inc. Qualifications and Experience**

## **Corporate Description**

Hunter Interests Inc. is a full service real estate economics and financial consulting firm based in Annapolis, Maryland, with offices in Florida and New York City. The firm has experience in virtually all types of development throughout the United States and abroad. It specializes in large scale, mixed use development projects in urban areas, the packaging of innovative public/private partnerships, and downtown revitalization strategies.

Hunter Interests Inc. offers a complete array of feasibility study services, including market studies, financing plans, fiscal impact analyses, development and management programs, marketing strategies, developer solicitation and selection, negotiation of development agreements and the procurement of project financing. The firm's clients include large and small developers, local governments, and quasi-public development organizations.

Mr. Donald E. Hunter formed Hunter Interests Inc. in 1986 after 11 years as co-owner of another large consulting firm, which pioneered new development and financing techniques. Hunter Interests Inc. applies this knowledge and experience to its own development projects and those of its clients, with more personalized service and greater principal involvement.

The staff and affiliates of Hunter Interests Inc. include some of the top professionals in the fields of urban economics, development finance, organizational management, hospitality and tourism, gaming and entertainment districts, waterfront development, economic and fiscal impact, real estate appraisals, senior housing, site planning, and architecture. All consulting assignments are either personally managed by Mr. Hunter or one of the firm's vice presidents.

Hunter Interests also has a development division, which conducts strategic property acquisitions, land assemblages, and capital development projects. The firm's combined experience as a developer and economic consultant is unique in our business and commands additional respect from development companies and financial institutions.

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**Donald E. Hunter**  
**President**  
**Hunter Interests Inc.**  
**Annapolis, Maryland**

Mr. Hunter is an urban economist and real estate developer who has packaged, financed, and constructed numerous successful development projects during his 36-year career. His development projects, managed personally or by his development companies, total more than \$760 million in value. Consulting assignments in which he or his firm caused development to occur total more than \$3.4 billion in value.

Mr. Hunter is President of Hunter Interests Inc., an award winning real estate investment, development, and consulting firm that specializes in large scale, mixed use developments and public/private ventures in urban areas. He was formerly co-owner of Zuchelli, Hunter & Associates, Inc., a consulting firm that he founded to provide market analysis and financial feasibility services to development clients. Mr. Hunter retired from ZHA in 1986 to form Hunter Interests Inc. in order to provide more personalized consulting services to his clients, with more of his own involvement in each assignment.

During his professional career, Mr. Hunter has supervised, managed or conducted more than 830 independent consultant assignments in communities throughout the United States and abroad. These include feasibility studies for virtually every type of small and large real estate development (office buildings, shopping centers, high rise and suburban residential developments, entertainment centers, hotels, convention and conference centers, sports facilities, and mixed use projects of many types). He has specialized in market and financial feasibility assessments of waterfront sites, with particular attention devoted to large scale commercial and industrial projects. His firm has recently conducted over 50 gaming studies in 22 states as casino gaming has expanded throughout the country.

Mr. Hunter's professional services regularly go beyond traditional feasibility studies into structuring public/private ventures to implement his projects. His firm solicits developers and negotiates binding development agreements, procures financing and management services, and functions as "owner's representative" for public entities through the construction and early management processes.

Mr. Hunter is also a successful real estate developer and investor. He was co-founder and co-owner of a development company which successfully grew to be the 23<sup>rd</sup> largest developer in the United States in only five years. He was also co-founder and co-owner of a real estate finance and portfolio management company

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which handled his own personal investment portfolio and that of other substantial investors. He has created significant value on numerous large real estate holdings for his partners and clients through sound asset management and proven predevelopment techniques.

Prior to forming his first company, Mr. Hunter managed several large commercial, residential, and industrial development projects as an executive with the Westinghouse Electric Corporation and its development subsidiaries. These responsibilities included projects in the eastern United States and in Asia. He was a senior associate with two other consulting firms in the Baltimore/Washington area prior to joining Westinghouse.

Mr. Hunter has also been active for two decades in several national professional organizations. He is on the Board of Directors of the International Downtown Association (IDA) and the International Economic Development Council (IEDC, formerly National Council for Urban Economic Development—CUED). He speaks several times each year on real estate trends and leading edge development and finance techniques. He also served as chairman of a CUED management committee that formed the Economic Development Research Institute at the Kellogg Business School at Northwestern University.

Mr. Hunter holds a Master's degree from the University of California, Berkeley, and a Bachelor's degree from the University of Kansas. He serves on several corporate and civic boards of directors; he served on an advisory board for the Kellogg Business School at Northwestern University; and he was chairman of the Board of Trustees for a 700-student independent K-12 school in Annapolis. Mr. Hunter has published numerous articles and monographs on a wide range of professional topics, and he lectures periodically at several universities. He has taught undergraduate and postgraduate courses, functioned as an expert witness in several judicial proceedings, and is considered to be a national expert on innovative real estate development and financing techniques. He has been profiled in *Who's Who in American Real Estate*.

A self-made man, Mr. Hunter was raised by a single parent in a blue-collar Chicago neighborhood. The first in his family to receive higher education, he worked his way through seven years of college and earned a commission in the U.S. Navy. He served as a department head on a light combatant ship during two tours in Vietnam, was shipboard nuclear weapons officer and held a top secret/crypto clearance. He received seven combat decorations including the Bronze Star. He now resides on the shore of the South River in Annapolis with his wife and two daughters.

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**Ernest E. Bleinberger**  
**Senior Vice President & COO**  
**Hunter Interests Inc.**  
**Annapolis, Maryland**

Mr. Bleinberger is an economic development specialist with extensive experience in market analysis, economic and fiscal impact analysis, financial feasibility determination, consumer survey research, smart growth strategies, and product development. He has worked throughout North America on a variety of projects, and has particular expertise in the areas of real estate development involving downtown revitalization, master plans and mixed use projects. He is also a published writer and is the author of numerous technical analyses and studies.

During his nine-year tenure with HII, Mr. Bleinberger has worked in more than 50 different cities, with assignments encompassing a wide variety of project types. Mr. Bleinberger has been the project manager for large-team master planning efforts such as the award winning Rio Nuevo Master Plan in Tucson, Arizona, and the award winning Penobscot Riverfront Development Plan in Bangor, Maine. He has also managed numerous projects that have resulted in successful downtown revitalization, including an Arts and Entertainment Development Strategy for Albany, New York. He has completed feasibility studies for several museums and for special attractions such as the Sonoran Sea Aquarium, and conducted successful developer solicitations for public/private projects such as a waterfront conference center/hotel in Jacksonville, North Carolina.

Mr. Bleinberger's consulting experience also includes an association with Hayward-Loach International, a Washington, DC-based business management firm whose principals served in the Reagan White House. He functioned as an economic development strategist for the firm, whose clients included Saudi Arabian, British, Chinese, Japanese, and Latin American governments, as well as private investors and entrepreneurs. Among the successful projects that Mr. Bleinberger headed were a multimillion dollar development initiative in Mexican airports, a Saudi-financed equine sports complex in Palm Beach, Florida, and a resort development in Nassau, Bahamas.

Mr. Bleinberger is a frequent speaker on economic development topics and most recently addressed the International Downtown Association (IDA) on the subject of sports stadiums, the International Economic Development Council (formerly Council of Urban Economic Development—CUED) on Urban Entertainment Centers, and the Maryland chapter of Mensa on trends in the gaming industry. He received a Bachelor of Science Degree in Journalism from the University of Maryland, College Park, in 1976.

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**Taylor B. Yewell**  
**Associate**  
**Hunter Interests Inc.**  
**Annapolis, Maryland**

Mr. Yewell has 16 years of experience in market and financial feasibility analysis, economic development, and real estate development. He has also been directly involved in commercial and residential real estate development projects in the Washington, DC, Metropolitan Area.

Mr. Yewell has recently managed a variety of projects for Hunter Interests Inc., including: a redevelopment plan for five key sites in downtown Mesa, Arizona; creation of an economic and fiscal impact model for use by the Ocean City Development Corporation in Ocean City, Maryland; a market analysis and marketing plan for a county-owned business and technology park on Maryland's Eastern Shore. Other recent assignments have included downtown revitalization strategies for Niagara Falls, New York, Pittsburgh, Pennsylvania, and Belhaven, North Carolina. In the realm of public/private finance and development, he was most recently engaged with the preparation of a strategy using tax-exempt revenue bonds to finance a new convention center headquarters hotel in Knoxville, Tennessee. He has authored technical analyses on subjects ranging from multi-modal transportation hubs to urban parking schemes.

Mr. Yewell's earlier experience includes eight years as Manager of Economic Development for Washington Gas, a major public utility serving Washington, DC, and 10 surrounding counties. His responsibilities included determining future real estate development in the utility's franchise area to facilitate the marketing plan and the corporate budget, along with preparing financial assessments for facilities expansions. To that end, Mr. Yewell acquired an expertise in the real estate entitlement process as well as planning and zoning. He also worked with local economic development principals and agencies to help support their efforts in attracting new business to the Washington Metropolitan Area.

Mr. Yewell holds an undergraduate degree from the University of Maryland, and is currently pursuing a Master of Science in Real Estate Degree at the School of Professional Studies, Johns Hopkins University, Baltimore, Maryland.

# We Had A Great Year !

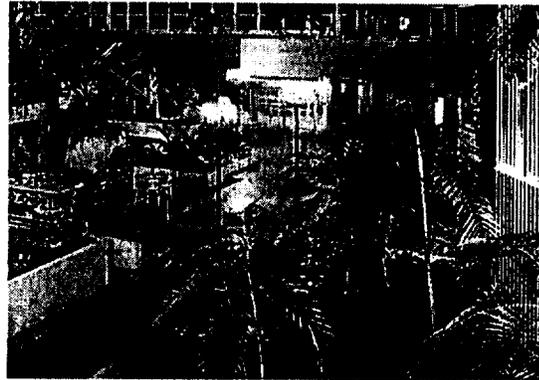
In 2001 three Hunter Interests projects received awards from professional organizations. Two were recognized for being innovative and feasible for immediate implementation, and the third was recognized for having achieved a level of success that many never thought possible.



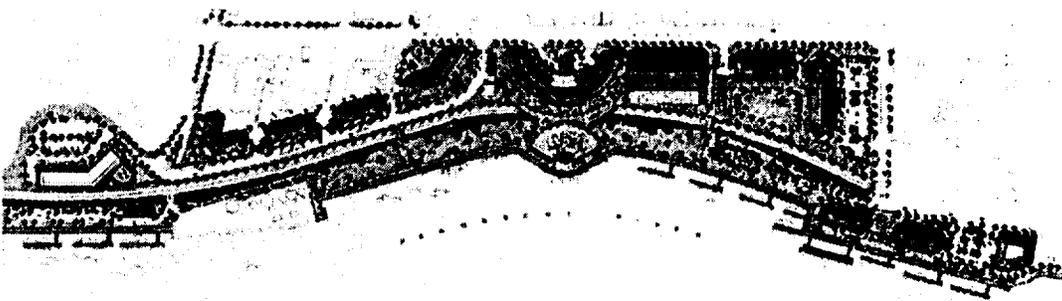
Artist's rendering, Alameda Plaza, Tucson, AZ

**Arizona Master Plan of the Year** for 2001 was awarded to Hunter Interests Inc. for the **Rio Nuevo Master Plan** by the Arizona Planning Association. This innovative project is revitalizing downtown Tucson and surrounding areas by blending a rich cultural heritage with a bold vision for the future. An extensive public outreach was part of this process. The Master Plan weaves together a torn urban fabric and uses an aggressive sales tax increment program for public financial leverage.

In 2001 Hunter Interests Inc. was selected for the **International Downtown Association's Special Achievement Award** for the complete revitalization of **Downtown Greenville, SC**, during the past 20 years. Mr. Hunter and his colleagues prepared a Downtown Revitalization Strategy and packaged catalyst redevelopment projects that have transformed downtown into a regional dining and entertainment destination. Consistency in public policy and HII's professional work were cited as the keys to this model program's success.



Atrium, Greenville Commons, Greenville, SC



**Penobscot Riverfront Development Plan** was selected by the Northern New England Chapter of the American Planning Association as the **Plan of the Year** for 2001. Hunter Interests prepared the public/private development program for the vacant, City-owned, 36-acre site on the Bangor waterfront. The Hunter plan helped the City earn a "Best of the Best" award from HUD's Best Practices program, and was instrumental in the City's receiving several congressional "set-aside" appropriations from HUD and DOT. HII then managed a successful developer solicitation process.

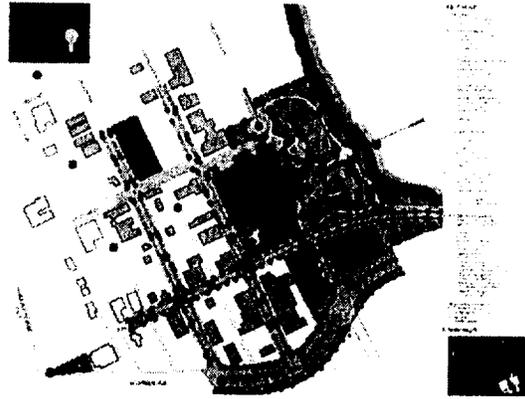


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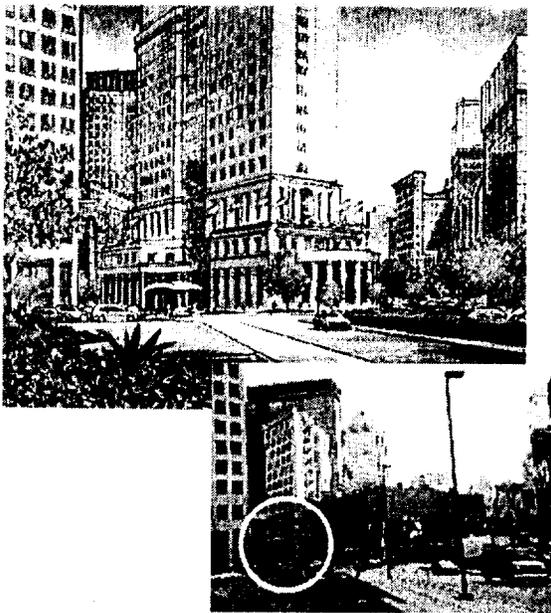
# More Award-Winning Projects From Hunter Interests Inc.

In 2002 and 2003 Hunter Interests was again recognized with awards from national and regional professional planning organizations. The firm has now received more awards for excellence than any other firm of its type.

At the American Planning Association National Conference in March 2003, the **Eau Gallie Improvement Project in Melbourne, Florida**, was recognized for **Outstanding Planning, as a Special Community Initiative**. Hunter Interests prepared market feasibility and financial analyses for the development of a catalyst project in Eau Gallie as part of the team that prepared the Eau Gallie Redevelopment Plan. The proposed catalyst project was comprised of an integrated development encompassing a new business-oriented, full-service 200-room hotel and affiliated technologically advanced conference/meeting facility, a new facility for the Brevard County Museum of Art and Science, parking, retail and office space, landscaped walkways connecting with the Indian River waterfront and the civic center, and open public spaces.



Eau Gallie Redevelopment Plan



A key site with obsolete and abandoned buildings is proposed for a new hotel. One historic façade would be retained and reflected in the architecture of a 600-room luxury hotel with 100 luxury condominiums on top.

The Pennsylvania Planning Association selected Hunter Interests to receive its top award, the Outstanding Planning Award for 2002, for the firm's plan for **Development and Revitalization of the Fifth and Forbes Area of Downtown Pittsburgh**. Hunter Interests was retained by the Pittsburgh Plan C Task Force to function as the "development partner" and assist in the technical analysis work necessary to provide a realistic and market-sensitive revitalization strategy for the downtown. The strategy was carefully built around the retention of historic buildings and facades that were identified by local organizations to be valuable historic resources that should be saved wherever possible. Equally important was putting upper level space in existing buildings back into productive use. The firm prepared an analysis of the downtown and metropolitan retail markets, and also analyzed downtown markets for residential and hotel development. Five catalyst redevelopment projects were recommended, and economic and fiscal impact studies were conducted for each project. The Task Force and City government approved the plan, and it is now being implemented.



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410-269-0033 [www.hunterinterests.com](http://www.hunterinterests.com)

## Current News

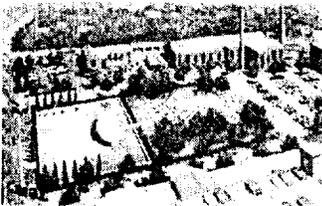
*Hunter Interests specializes in proving feasibility and developing large scale, mixed use real estate developments in urban areas; creating innovative public/private partnerships; and planning effective downtown revitalization strategies. The firm has recently received nine national and regional awards for excellence. Below are excerpts from clippings on some of our recent projects.*



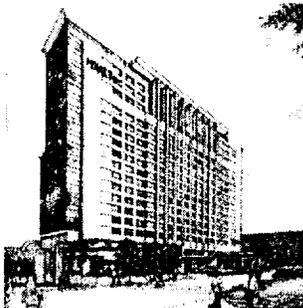
Allentown, Pennsylvania



Niagara Falls, New York



Rock Hill, South Carolina



Knoxville, Tennessee

ALLTOWN, PENNSYLVANIA  
**THE  
MORNING  
CALL**

### What to do for downtown Allentown?

#### Follow the plan

“What’s old in Allentown...is the Hunter Plan for Downtown Development. What’s new again is the relevance of many of its findings...many of the positive recommendations regarding downtown either have been implemented or soon will be...”

NIAGARA  GAZETTE

### Niagara Experience Center makes dollars and sense

“The study, prepared by Hunter Interests Inc....also outlines a strategy for raising money needed to finance the \$39.6 million project... This is something that really builds on what has been talked about for years.”

**The Herald**  
Forging New Frontiers and Connecting Markets

### Weaving a plan for the future

Consultants reveal details of textile corridor revitalization project

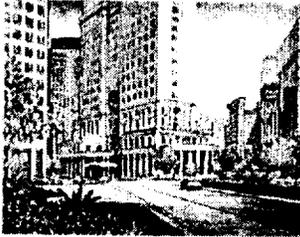
“‘When you’re in the corridor, it’s going to be like no other place,’ said Ernie Bleinberger of the Annapolis, Md.-based Hunter Interests, which led the planning process.”



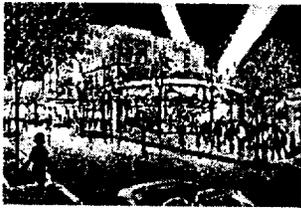
### 10 groups give city proposals; consultant will narrow the list

“We have some good responses from some good groups,” said Don Hunter of Hunter Interests Inc., the Maryland consultant who concluded a new 400-room hotel is financially feasible for downtown.”

Pittsburgh, Pennsylvania



Mesa, Arizona



Lancaster, Pennsylvania



Tucson, Arizona

## Pittsburgh Post-Gazette

**Brand new plan for Fifth-Forbes**  
Stores, offices, housing in a \$363 million mix

“The report submitted to Murphy was written by an outside consultant, Donald Hunter of Annapolis, Md. ...Hunter said he believes private capital could fully fund the \$90 million office building on Fifth Avenue and the \$129 million hotel at Liberty and Fifth.”

## Tribune RAND VALLEY NEWS OF GCM

**Mesa has designs on downtown**

“The study by the consulting firm Hunter Interests of Annapolis, Md., ... includes a complete analysis of the five sites, including the best use for the land, construction costs, population projections, financial feasibility, site plans and renderings. It calls for \$134 million in private investments and \$30 million from the city.”

## LANCASTER NEW ERA

**Transformation of Lancaster Square could get under way this summer**

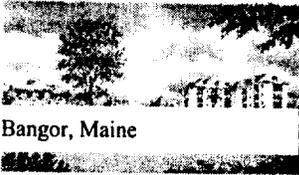
“Hunter, president of Hunter Interests Inc., of Annapolis, Md., hosted a public meeting Monday to present his vision to breathe new life into Lancaster Square.”

## Arizona Daily Star

**Rio Nuevo promises new life**

**A vibrant town plaza would be its centerpiece**

“Calling it the ‘organizing principle’ of Rio Nuevo, Don Hunter...told the Rio Nuevo Citizens Advisory Committee that the plaza is ‘the town square that Tucson doesn’t have.’”



Bangor, Maine

Pensacola, Florida



Niagara Falls, New York



Ocean City, Maryland

121 Main Street, Ar

## Bangor Daily News

### Residents weigh in on Bangor waterfront use

“At issue is how to make the best use of the city-owned land between Main Street and the Penobscot River.... Once the plan is firm, Hunter Interests of Annapolis, Md., which is developing the plan, will help the city recruit potential developers.”

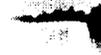
## PENSACOLA News Journal

PensacolaNewsJournal.com

### Eyesore may soon be a sight to behold Old factory property might be developed

“The Agency hired Hunter Interests Inc., an Annapolis, Md.-based financial consultant firm, to prepare a market analysis ... [which] recommended a 142-unit residential development that would include two five-story condominiums and 50 townhomes.”

## BUFFALO NEWS



### Aquarium looks to take control of AquaFalls or expand on own

“The new Aquarium of Niagara will have to be a state-of-the-art facility,” said Ernest E. Bleinberger, senior vice president of Hunter Interests, an Annapolis, Md.-based consulting firm hired by the aquarium last October to develop a plan.”

## THE DAILY TIMES

### Computer to predict impact of OCDC project

“It’s a great economic and fiscal impact model to look at specific redevelopment projects and see what economic and fiscal impact they could have.’.... ‘It will be a valuable instrument for the OCDC.’”

**Slide 1.**

**FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION**

*Creating affordable housing in the foothills of Tennessee*

- ◆ Affordable housing is defined as the occupant pays no more than 1/3 of his income for housing costs (rent, mortgage, utilities, insurance: not telephone or cable)
- ◆ Launched in 2003 to complement BCHfH as a result of a study of models of successful areas
- ◆ BCHfH and FCDC are two organizations that share one mission
- ◆ Mission: The mission of FCDC is to provide safe, affordable and decent housing for low and moderate income citizens and families in our service area.

## **Slide 2**

### **What are a CDC and a CHDO?**

- ◆ A CDC is a 501(3)(c) non-profit organization registered with the state of Tennessee and the Tennessee Housing Development Agency (THDA)
- ◆ A CDC is designated by the U.S. Dept of Housing and Urban Development as a Community Development Corporation (CDC) and can also be designated as a Community Housing Development Organization (CHDO)
- ◆ CDC(s) are catalysts for community-led neighborhood rebirth through housing revitalization, economic development and partnerships with crucial self-sufficiency programs. CDC(s) maximize public funds through alliances with financial institutions, equity investors, and individual donors.
- ◆ A CDC has a defined program or service area and is controlled by a community or neighborhood-based Board of Directors- with a majority of those Directors being persons who either live, work or worship within the program or service area.
- ◆ A CHDO is a HUD defined organization eligible for specific set aside funding to produce affordable housing
  - 1/3 of the BOD must be representative or residents of low income areas
  - For 2003 in Tennessee approximately \$3 Million was the CHDO set aside
  - There are about 20 CHDOs in TN

**Slide 3**

**BCHfH**

Targets those with incomes  
30-60% of median

Uses Volunteers and Habitat  
partner families to provide labor

Extensive Homeowner counseling

Is Mortgage lender

Partners for 0% loans

Dedicated full time staff

Decent modest affordable homes

**FCDC**

Targets those with  
incomes 60-120% of median

Uses local contractors via low bid

Outsources formal counseling, does  
extensive 1 on 1 counseling

Assists buyers in obtaining mortgage  
thru local lending institution

Uses existing affordable housing  
programs to provide assistance to  
buyers for down-payments, closing  
and reduce mortgage rates

Part time staff (from BCHfH) plus  
retired volunteer Executives

Also decent, modest and affordable  
but with slightly more cosmetics and  
amenities

## Slide 4

### Blount County

◆ It takes \$36,000 per year to provide a family of 4 with shelter, food, transportation, taxes and healthcare.

**◆46% of Households in Blount County fall below this income level**

◆ 10% of residents of Blount County live in poverty

• That translates to 2252 families (10,084 people)

◆ Median home value is \$103,900

◆ In 1990's home values increased 74%

• Income only increased 48%

• Gap of 26% between income increase and housing value increase

◆ Quality of Homes

• There are 566 overcrowded homes

• 186 homes with inadequate plumbing

• 166 homes with inadequate kitchen facilities

• 8128 homes (over 25%) were built in 1960 or earlier

## Slide 5

### City of Maryville

- ◆ 10.1% of individuals live in poverty (2188 people)
  - 478 families live below the poverty level
- ◆ Median home value is \$118,000
- ◆ Median Household income is \$40,143
- ◆ **45% of the households in the City of Maryville cannot afford to buy the median priced home.**

## Slide 6

### City of Alcoa

- ◆ 11.9% of individuals in Alcoa live in poverty
  - ◆ 195 families live below the poverty level
- ◆ Median home price is \$84,200
- ◆ Median household income is \$33,500
- ◆ **1 in 3 households in Alcoa cannot afford to buy the median priced home**

## **Slide 7**

### **How does FCDC work?**

- ◆ Prospective Homebuyer is located through marketing or from BCHfH and FCDC outreach programs
- ◆ FCDC assists and qualifies homebuyer with loan institution and homebuyer education
- ◆ FCDC acquires building lot and finances construction of home with grant money from THDA
  - For 2003 Home grant, FCDC has \$232,000 for 4 homes in Halls community in Alcoa
- ◆ At closing homebuyer owns home and responsibility for mortgage. Money for sale of home goes to FCDC to be used for more affordable housing.
- ◆ The follow on affordable housing is not limited to any specific area of Blount County

**Slide 8**  
**Cash Flow**

	<b>FY 2004</b> Ends 6/30/2004	<b>FY 2005</b> Ends 6/30/2005	<b>FY 2006</b> Ends 6/30/2006
<b>Cash on Hand</b>		13,500	31,936
<b><u>INCOME</u></b>			
Grant admin		13,000	9750
Home 5% recovery	3,500	10,500	14,000
FAHE	5,000		
United Way	5,000		
Local Government		75,000	75,000
Total Income	13,500	98,500	98,750
<b>Operating Funds Available</b>		<b>112,000</b>	<b>130,686</b>
<b><u>Operating Expenses</u></b>			
Facilities and Utilities	3,365	3,466	3,570
Supplies and Materials	2,280	2,348	2,419
Personnel, Travel, Training	24,000	89,600	121,448
Outreach and Fund-raising	200	2,250	2,318
<b><u>Total Expenses</u></b>	<b>30,145</b>	<b>100,064</b>	<b>132,226</b>
Difference Income & Expenses	<16645>	11,936	< 1540>
BCHfH in-kind Donation	30,145	20,000	10,000
<b><u>Balance (Cash for Operations)</u></b>	<b>13,500</b>	<b>31,936</b>	<b>8460</b>

## **Slide 9**

### **Operational Funding requested from Maryville, Alcoa and Blount County**

FCDC needs the local governments to provide start up funding for three years starting in FY 2005 (July 1, 2004- 30 June 2005) The amounts are approximate and are per year:

Blount County	minimum \$30,000 per year
City of Maryville	minimum \$25,000 per year
City of Alcoa	minimum \$20,000 per year

## **Slide 10**

### **Upside**

- ◆ Economic Impact
  - 1999 UT study “ Does Home Ownership by Parents have an Economic Impact on their Children” answers its question with a resounding yes.
  - In the same study UT Finance professor, Thomas P. Boehm, the co-author states “ Poor people don’t save unless they’re forced to save in a home. It acts as an incredible store for wealth.”
  - Tracking 5,000 families over 25 years, the study found children of homeowners averaged making \$7,497 per year more than the children whose parents were not homeowners.
  - An OSU 2001 study found that children of homeowners;
    - Higher quality home environment
    - Higher cognitive ability
    - Better math and reading performance
    - Fewer behavior problems

## Slide 11

### More Upside

- ◆ Additional Economic impact
  - Adds to local tax base
  - Increase in Sales and property transfer taxes
  - Increase jobs
  - Stabilizes workforce
  - Increase in home supplies and construction sales
- ◆ Community Impact
  - Stabilizes families and communities
    - better performance in schools
    - higher graduation rates
    - less truancy
    - reduction in crime and drug abuse
    - increased self-sufficiency in families
- ◆ **Studies estimate, conservatively, for every \$1 invested the return is six-fold to the local community**

**Slide 12**

**References and Data Sources**

- A. United States Census Bureau 2000
- B. Tennessee Housing Department Agency County Population and Housing Market Profiles
- C. Self Sufficiency Standard for Tennessee Report, 2002
- D. FY 2002/2003 State of Tennessee Annual Performance Report on the Housing and Community Development Consolidated Plan
- E. U.S. Department of Housing and Urban Development Maximum income limits-Tennessee.
- F. University of Tennessee study ““ Does Home Ownership by Parents have an Economic Impact on their Children?” 1999.
- G. Ohio State University study, 2001, “THE IMPACT OF HOMEOWNERSHIP ON CHILD OUTCOMES”

***WE WANT TO ALL DESERVING BLOUNT COUNTY RESIDENTS, YOUNG AND OLD, TO HAVE DECENT, AFFORDABLE HOMES***

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# **Business Development Plan**

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Providing and Promoting Affordable Housing in  
the Foothills of Tennessee

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# Foothills Community Development Corporation Business Plan

*Providing and Promoting Affordable Housing in the Foothills of Tennessee*

## I. Description

- A. **BUSINESS NAME AND ADDRESS:** Foothills Community Development Corporation (FCDC) is located at 245 Lindsay Street, Alcoa, TN, 37701. FCDC shares the offices of Blount County Habitat for Humanity (BCHfH) and is dedicated to providing decent affordable housing for persons and families in the low and moderate income brackets who reside in the Foothills area of East Tennessee.
- B. **FOUNDING:** Chartered in January 2003, FCDC shares its mission with Blount County Habitat for Humanity, which serves as the parent organization. A study of successful community models supplying affordable housing shows that the partnership of the local Habitat affiliate with a CDC and local governments created a synergy in combating the affordable housing problem throughout the country. The combination approach has been significantly more successful than either organization going it alone.
- C. **FORM AND OWNERSHIP:** FCDC is a 501(3)(c) non-profit organization with a Community Housing Development Organization (CHDO) designation. A CHDO organization has met HUD defined qualifications and is eligible for specific grant monies from state housing authorities. FCDC, during its inception and for the first three years, is dependent on BCHfH. Many of the staff members of BCHfH function as FCDC staff. FCDC resides in the BCHfH office spaces and obtains administrative and material support from BCHfH. FCDC and BCHfH are separate 501 (3) (c) organizations and each have their own separate Boards of Directors

- D. **MISSION AND GOALS:** The mission of FCDC is to provide safe, affordable and decent housing for low and moderate income citizens and families in our service area. FCDC will seek out properties, counsel and assist in the home mortgage financial qualification of low income residents of Blount County. FCDC will build new construction or repair existing homes, buy down mortgage rates, provide non-repayable second mortgages and pay closing costs for deserving families. This will ensure they will be able to afford their new homes. By the end of the fifth year of occupancy the new homeowner will have a substantial equity in his home. Due to HOME grant obligations, our initial effort is focused on the Halls community of Alcoa. We plan to expand that effort to the City of Maryville and Blount County almost simultaneously by forming partnerships and obtaining federal dollars for specific projects in these areas.

FY 2004 goal is to staff the FCDC with a housing counselor/loan officer. We expect to have built/remodeled 1 home and have a bank of five financially qualified applicants. We will have identified and started construction on the second home and started the process for the third.

FY 2005 goals are to complete three homes and increase the staff to two full time employees, the Director of Operations and an administrative assistant. We will continue with our original project in Alcoa and simultaneously shift additional attention to the City of Maryville. The Executive Director and Financial Officer of BCHfH will both continue to serve in those positions as staff members of FCDC. During this FY, FCDC will compensate BCHfH for the time spent by the Executive Director and Financial Officer on FCDC duties. We will apply for the remainder of the initial HOME grant request for four additional homes in the next three years. This grant remainder should be about \$250,000. We expect to have a bank of 10 – 15 financially qualified families and apply and receive a capacity building grant to expand our efforts into other areas of the county.

FY 2006 goal is to complete homes 5- 8 and increase the staff to as many as four full time employees, depending on the status of capacity building grant monies and workload. We expect to apply for HOME and Rural Housing grants in the amount of approximately \$500,000 to increase our efforts throughout the cities and county for the following three years. We expect the proceeds from the first two home grants will enable us to decrease the reliance on City/County funds and be financially fully independent of the City/County by the end of this fiscal year.

- E. **MANAGEMENT:** The business plan will be initially be executed utilizing two volunteer Executives, *Kelly Spears* and *Tom Eustis*. Financial direction and accounting is being provided by *Kathy Jackson*, the Financial Officer and Director of Operations for BCHfH. *Kay Bowers* functions as Executive Director of both FCDC and BCHfH. Resumes of the individuals including the resumes of the very active FCDC Board of Directors are attached.
- F. **PRODUCTS/SERVICES:** The process to be utilized by FCDC is to come in contact with desirous and needy low income families through an aggressive marketing and outreach program. FCDC will conduct homeowner and financial literacy counseling to assist the prospective homebuyer in qualifying for a home mortgage. The lender can be a local lender or an institution that specializes in low income loans. Once qualified, the family will be included in the selection of the site and building plan that fits their particular financial situation. The construction will be offered for local bid. The home will then be constructed and purchased by the qualified family. Construction and land acquisition will be paid utilizing federal grant dollars, at least for the initial 8 or 9 homes. Upon closing, the buyer owns the home and is obligated to the bank for the mortgage balance. FCDC will utilize available federal and grant programs to ensure the home is affordable for the family by buying down mortgage rates, paying down payments and closing costs or providing a forgivable second mortgage. The proceeds of the sale are the property of FCDC to

reutilize in providing and promoting additional affordable housing.

- G. **MARKET:** Families and individuals served will be residents of Blount County, Tennessee, whose incomes fall at or below the 80% of median income for this area. The median income is computed annually by the U.S. Department of Housing and Urban Development. In this area BCHfH generally serves families whose income is between 30% and 60% of the median income. FCDC will provide service for individuals in the 60-80% category. Currently the 80% of median income limit for a 2 person family is \$33,300. Many new school teachers, firefighters, and policemen fall in this category, not counting the larger families whose income hovers at or near the poverty line. **38.7% of the households (16,606 households) in Blount County earn less than \$30,000 per year.**
- H. **DISTRIBUTION:** The distribution of the affordable homes provided by FCDC will tend to be a function of the availability of reasonable priced lots and availability of funds to purchase them. In many cases the lots to be utilized will need to be close to the areas of jobs and schools to minimize the stress associated with new homeownership and low income living.

## II. The Marketing Plan

- A. **PRODUCTS/SERVICES DIFFERENTIATION:** FCDC has access to two unique sources that distinguish us from other housing providers. This will enable FCDC to produce affordable housing. Availability of federal dollars is the first advantage for a non profit housing corporation. Second is access to special loans for low income qualified buyers and partnerships with mortgage lenders who have federally subsidized loans for low income families. Additionally FCDC, as a CHDO, has access to Tennessee Housing Department Authority (THDA) funds that are set aside specifically for CHDO utilization. In 2003, THDA received over \$16,000,000 from HUD for affordable housing programs. \$2.7 million of that total was required to be set aside for CHDOs.

- B. INDUSTRY PROFILE:** The housing industry in Blount County has been in a growth spurt since Blount County was named as one of the top locations in the country to live. This has been particularly evident in the influx of retirees from Yankee states. Housing costs in the Blount County area grew 74% in the 1990s. During the same period household income grew 48%. The median home cost in Blount County is \$118,000. Purchasing this median priced home requires a nominal income of about \$40,000 per year. The need for affordable housing in Blount County is growing faster than the housing industry. **More than 40% of the residents in Blount County cannot afford the median priced home.**
- C. COMPETITIVE ANALYSIS:** Essentially, there is basically no entity other than BCHfH and FCDC who targets the low income resident with homeownership opportunities. Through federal support in the form of grant dollars, FCDC will be able to build a decent, affordable home for the low income family. With construction materials, construction labor and land prices, it is hard to imagine decent affordable homes being remodeled or built without the assistance of grant money or special assistance funding. As stated in Paragraph II B, the affordable housing requirements are growing more rapidly than the housing industry itself.
- D. MARKET DEMOGRAPHICS:** There are approximately 108,000 people residing in Blount County. About 1/3 (or slightly higher) of these residents come from households that make less than the 80% of the median income limit. 25% of the houses in Blount County (8128 homes) were built before 1960. New homes have a higher median price than existing homes so the disparity as the older homes need replacing will grow even more. Again, the need for affordable housing in Blount County is a growth industry.
- E. MARKET TARGET/CUSTOMER PROFILE:** The target population for FCDC, as previously stated, is the group whose income falls between 60-80% of the median income. For a family of 2, in 2003, their gross income must not be over \$33,300. This is a sliding scale, where the maximum household income increases with each additional member of the household.

A particular advantage of the FCDC plan for assisting such families is the homeowner counseling and credit repair portion of the qualification procedure. Every potential homeowner will be assisted with credit repair. They will be taught financial literacy in both classroom and one on one sessions. As a required minimum the classroom sessions will be conducted by a state certified instructor with additional sessions conducted by trained volunteers.

- F. **MARKET STRATEGY AND MARKET SHARE:** The advertising strategy and ability to capture the market is again greatly enhanced by the partnership with BCHfH. FCDC fully intends to conduct advertising campaigns via normal media. They also intend to utilize church bulletins, word of mouth campaigns, neighborhood recruiters and BCHfH. BCHfH currently has a backlog of approximately 200 families. Time and effort has not allowed all of these families to be adequately "triaged" to BCHfH or FCDC. The procedure for accepting clients will be a combination effort of both BCHfH and FCDC. The advertising and marketing of each will benefit the other. As prospective homeowners come into the office they will be screened to see if they are more suitable for BCHfH or FCDC.

### III. Operating and Control Systems

- A. **PERSONNEL:** Currently FCDC is staffed by Executive level volunteers. The staff consists of 4 part time employees whose primary function is organizational and administrative start-up. The part time employees are the Executive Director of BCHfH, who is also the Executive Director of FCDC, the financial officer of BCHfH, who functions as the financial officer of FCDC and two additional part time volunteers. Over the initial three year period, FCDC expects to go from an volunteer staff to a staff of three to four full time employees. The full time employees will be phased in throughout the period commencing with the Director of FCDC Operations. This staff member initially will be the jack-of- all-trades. The position will entail marketing, homeowner counseling and assistance, loan assistance and

packaging, training and other duties as they arise. The skills to fulfill the job responsibilities are varied but primarily consist of experience in management and organization. The specific skill set for loan packaging and homeowner counseling will be obtained from outside training and technical assistance. The Executive Director, the Financial Officer and consultants (on an as-required basis), will provide assistance to the Director of Operations in their areas of expertise. This Director of Operations position will be a full time position with total annual pay package of \$34,765. This includes benefits. There will also be a part time administrative assistant with a total annual pay package of \$10,835. BCHfH will be reimbursed for the part time duties of the Executive Director and the financial officer based on the time they spend doing FCDC tasks. The reimbursement will begin in FY 2005. Paid benefits for the Director of Operations will be limited and no benefits will be paid for the part time employees. As the organization matures, more full time positions will be added to an end strength of 4 full time employers after 3 to 4 years.

- B. **Service Method:** Prospective Homeowners, referred from BCHfH, or in response to the advertising or the outreach program, will contact the FCDC office in person or via telephone. The FCDC office will normally be open from 9 a.m. to 5 p.m. Monday through Friday. The client will be interviewed to make an initial determination if they are best suited for BCHfH, FCDC or some other assistance program. If determined to be a potential FCDC homebuyer, the candidate will be given a detailed application to fill out and bring back with supporting documentation. Once returned, the FCDC staff will ensure completeness and that household income meets the HUD requirements. If there are credit issues, they must be resolvable or fixable. The homeowner file will then be processed by the mortgage company of choice to determine their financial fitness for a pre-determined loan amount. When approved, the client along with FCDC will determine the house plans and the building site that best fits their financial situation. The building site will then be purchased. The construction plans will be sent to a minimum of three construction companies

for competitive bidding. The winning contractor will build or remodel the house, on the selected site, with as many choices as are possible being made by the prospective homeowner. At closing, the owner will take possession of the home and become responsible for the corresponding mortgage. Throughout this process the prospective homeowner will be counseled by the FCDC staff about budgeting, financial literacy and homeowner maintenance. Additionally the homeowner will be required to attend a minimum of 8 hours of Homeowner counseling conducted by a State of Tennessee certified instructor. If THDA HOME grant dollars are utilized in the process described above, the grant money will pay for land acquisition, construction costs and most associated pre construction costs. At closing the amount of the mortgage will be transferred to FCDC to use in future affordable housing projects.

- C. **Quality Control:** There will be significant quality control throughout the process described in Paragraph III B. Initially, the application process will be reviewed by FCDC staff personnel. It will then be submitted to a lending institution that will closely screen and verify all information. This double check should virtually eliminate application errors, point out credit issues and determine financial qualifications of prospective homeowners. The site selection process and acquisition will be initially conducted FCDC staff. The procedures involved will be closely monitored by THDA staff prior to providing the money to purchase the site. THDA staff has stringent rules that must be followed and verified prior to acquisition. The construction process will be done by a licensed contractor, subject to local building code inspections and inspected by a consultant, employed by FCDC, throughout the construction process. The closing will be conducted with FCDC, the homebuyer, and attorneys from the lending institution. FCDC books will be audited annually by a local independent CPA firm.

- D. **Facilities:** Initial and future FCDC facilities are intended to be in co-location with BCHfH. This is to maximize the cooperation, space utilization, and ability to share staff and resources. It will also maximize convenience to prospective homebuyers. For the initial years FCDC will require minimum office facilities, particularly since three of the BCHfH staff members will function part time as FCDC staff. As more dedicated FCDC staff is hired, additional office space and facilities will be required. Decisions on the growth will be made in conjunction with the growing needs of BCHfH. Current facilities are essentially sub-leased from BCHfH. When BCHfH builds their own building, in the not too distant future, allowances for FCDC accommodations will be included in the plans. FCDC plans to lease these accommodations directly from BCHfH.
- E. **Suppliers:** Suppliers in the conventional sense are essentially the same as the service suppliers for mortgage loans. There are a couple of additions. FCDC will provide homeowner counseling, on a one to one basis, during the application and construction process. In the beginning and even later in many cases, the formal training will be outsourced to state certified homebuyer counselors. These counselors will be supplying a service to the homebuyers, FCDC and the mortgage lender. The quality of this training is expected to be exceptional since the qualification standards of the state of Tennessee are based on the training curriculum of a nationally renown and proven company. FCDC will solicit continually feedback from homebuyers taking the courses to ensure the content and instruction is satisfactory. The other suppliers have to do with the mortgage loan products and actual home construction. As a CHDO and a recipient of technical assistance from two professional organizations, FCDC has access to expertise and loan products specifically designed for the low income customer. These products are unparalleled in cost effectiveness for the low income homebuyer. The building contractor will be chosen on a case by case basis with regard to quality, accuracy and amount of bid and general qualifications.

- F. **Billing and Collection Policy and Procedures:** FCDC currently has no plans to get into the mortgage loan business. The customer will be assisted in obtaining a mortgage loan from a specific lender(s) who will service the loan or sell the loan. FCDC will not be involved in collection of accounts receivable. FCDC will be involved in procuring dollars from THDA but these are from funds that are set aside and are in no danger of default.
- G. **Record keeping Policies and Procedures:** FCDC uses standard accounting software for all financial record keeping. The software is recognized to be in accordance with GAAP. It generates Balance Sheets, Income Statements and Cash Flow and other necessary statements and reports. FCDC books will be audited annually by Ingraham, Overholt, and Bean, a top accounting firm in this area.

#### IV. The Financial Plan

##### A. Balance Sheet as of 1/1/2004:

<b>01 Fixed Assets</b>		
02 Tangible assets	3750	Note1
03 Intangible assets	30,145	Note 2
<b>04 Current Assets</b>		
06 Accounts Receivable		
07 Cash Bank/In hand	5000	
08 TOTAL	5000	
<b>09 Current Liabilities</b>		
10 Services Provider	30145	Note 3
11 Loans/Bank		
12 Total	30145	
<b>13 Net Current Assets (8-12)</b>	<b>&lt;25145&gt;</b>	
<b>14 Total Assets (2+3+13)</b>	<b>8750</b>	

Note 1: This is a donated amount of cash earmarked for classroom training equipment

Note 2: BCHfH BOD authorized \$40,000 in kind for staff, office space and supplies for FY 2004. \$30145 was utilized

Note 3: This was the in-kind payment of the monies from BCHfH

**B. Pricing Strategy:** Unlike the for-profit business, FCDC does not require the pricing strategy of homes produced to include a margin for gain or profit. On the contrary, the price of the home to the buyer, the mortgage assumed, is based on what payments the buyer can afford without an unnecessary burden on his monthly budget. The actual sale price of the home will be based on current market value as assessed by an independent professional. The difference between the loan mortgage and the actual sale price will become homeowner equity after a suitable period of time.

Closing costs on the loan, while paid by grants or other funding, may include line items reimbursable to FCDC for functions funded or performed in the process of constructing the home. The forgivable second mortgage, again from grants, donations or FCDC Home monies, will bring the amount of the homebuyer mortgage to a proper level for his monthly income. While Gross Profit Margin is not a viable consideration for a non-profit organization, economies of good business practice and economies of scale are of utmost importance. The HOME program places limits on the reimbursable amounts for two, three and four bedroom homes. It is paramount that FCDC get the most bang for the buck when utilizing these highly competitive grant dollars. This will be done by comparison shopping, lowest bidder competition and continually improving business practices.

### C. Projected Cash Flow

	<b>FY 2004</b> Ends 6/30/2004	<b>FY 2005</b> Ends 6/30/2005	<b>FY 2006</b> Ends 6/30/2006
<b>Cash on Hand</b>		13,500	31,936
<b><u>INCOME</u></b>			
Grant admin		13,000	9750
Home 5% recovery	3,500	10,500	14,000
FAHE	5,000		
United Way	5,000		
Local Government		75,000	75,000
Total Income	13,500	98,500	98,750
<b>Operating Funds Available</b>		<b>112,000</b>	<b>130,686</b>
<b><u>Operating Expenses</u></b>			
Facilities and Utilities	3,365	3,466	3,570
Supplies and Materials	2,280	2,348	2,419
Personnel, Travel, Training	24,000	89,600	121,448
Outreach and Fund-raising	200	2,250	2,318
<b><u>Total Expenses</u></b>	<b>30,145</b>	<b>100,064</b>	<b>132,226</b>
Difference Income & Expenses	<16645>	11,936	<1540>
BCHfH in-kind Donation	30,145	20,000	10,000
<b><u>Balance (Cash for Operations)</u></b>	<b>13,500</b>	<b>31,936</b>	<b>8460</b>

**D. Forecasting Assumptions:** Fiscal years start on July 1<sup>st</sup> and end June 30<sup>th</sup> of the following year.

1) Local governments provide start up funding for three years starting in FY 2005. The amounts are approximate and per year:

Blount County	minimum \$30,000 per year
City of Maryville	minimum \$25,000 per year
City of Alcoa	minimum \$20,000 per year

2) Costs increase throughout the first three years at 3% per annum.

3) BCHfH will continue to provide assistance at a maximum in-kind rate of \$40,000 the first year, \$20,000 the second and \$10,000 the third.

4) FCDC is awarded the follow on HOME grant by THDA. The initial grant was short approximately \$250,000 due to shortage of funds at the state level.

5) FCDC will be able to obtain procure an additional \$40,600 in public, private or grant funding by the end of FY 2006.

**E. Risk Analysis and Alternative Plans of Action:** The primary assumption involved in FCDC's becoming self-sufficient is that the local governments will provide initial three year support. If that premise does not come to pass, significant efforts will need to be taken to find alternate sources of funding. Although alternate sources may eventually be found, the timeline for FCDC would necessarily slide to the right and the current HOME contract would be in jeopardy.

Other changes in the market, new competition, and increased construction costs can be dealt with as they occur. The need for affordable housing is growing faster than the increase in family income. If the need were to slow significantly the backlog of families requiring assistance would be sufficient to supply FCDC with qualified applicants for the foreseeable future. If there was another affordable housing entity that decided to compete in the Blount County area, the

current amount of needy clients can keep more than one organization busy for years. If the affordable housing problem was solved in this area, FCDC has the mandated flexibility to be able to shift their focus to other social and economic issues.

Utilizing increased forgivable second mortgage grants and increased down payment assistance from Government and private grant sources may offset a significant increase in construction and site costs.

**V. Request for Funding:** FCDC is requesting funding support from Blount County, the City of Maryville and the City of Alcoa in the amount of \$225,000 over a three year period. The purpose of this funding is to provide funds for operational support and capacity building. This is essentially “seed” money required to leverage the affordable housing effort in Blount County. FCDC has no current indebtedness. The below table uses the same financial assumptions as Paragraph IV D.

<b>FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION</b>				
<b>Uses of Funds</b>		<b>Sources of Funds</b>		
	Project Costs	Donations/ Govt & Grants	HOME admin fee	Total Income
Working Capital	\$9760	\$221,445	\$50,750	\$272,195
Machinery/Equipment	\$13,100	\$13,100		\$13,100
Furniture/Fixtures	\$2,500	\$2,500		\$2,500
Facilities and Utilities	\$10,401			
Operational Costs	\$252,034			
Other				
<b>TOTAL</b>	<b>\$287,795</b>	<b>\$237,045</b>	<b>\$50,750</b>	<b>\$287,795</b>

**VI. Repayment Plan/Cash Shortfall Plan:** With the plan as shown in the paragraphs above, FCDC has not assumed debt. Instead we intend to remain on the positive side of the balance sheet by continually conducting fund raising activities. If projected cash flows fall short of expectations, FCDC will utilize the normal business procedures for cutting costs and scaling back productivity until a cash infusion is obtained or borrowed. Current cash flow levels, provided donation and grant funding assumptions are close, indicates that case is available to conduct ongoing operations as planned.

**VI. References and Data Sources**

- A. United States Census Bureau 2000
- B. Tennessee Housing Department Agency County Population and Housing Market Profiles
- C. Self Sufficiency Standard for Tennessee Report, 2002
- D. FY 2002/2003 State of Tennessee Annual Performance Report on the Housing and Community Development Consolidated Plan
- E. U.S. Department of Housing and Urban Development Maximum income limits-Tennessee.

**VIII. BUSINESS PLAN ATTACHMENTS**

- 1) Corporation Charter
- 2) Non-Profit Designation
- 3) Charter
- 4) By-Laws and Amendments
- 5) M.O.U. with BCHfH
- 6) Resumes of FCDC Staff
- 7) Resumes of FCDC BOD

**Foothills Community  
Development Corporation**

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# **Business Development Plan**

## **ATTACHMENTS**

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Providing and Promoting Affordable Housing in  
the Foothills of Tennessee

RECEIVED  
NOV - 8 2002  
1:02 pm

CHARTER  
OF

FILED

CLERK OF THE  
STATE  
NOV 11 2002

16

FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION, INC.

The undersigned natural person, having capacity to contract and acting as incorporator of a corporation not for profit under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Section 48-51-101, et seq., adopts the following charter for such corporation:

1. The name of this Corporation is FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION, INC.
2. This Corporation is not for profit pursuant to provisions of the General Nonprofit Corporation Law of the State of Tennessee.
3. The initial registered and principal office for the transaction of business of this Corporation is to be located at: 245 Lindsay St., Alcoa, Blount County, Tennessee 37701
4. The duration of the Corporation is perpetual.
5. This Corporation is a public benefit corporation.
6. This Corporation shall have no members.
7. The purposes for which this Corporation is formed are exclusively charitable and educational and consist of the following:

A. The specific and primary purposes are:

To conduct and carry on a general development corporation, and any and all phases thereof, for the enrichment of lives, specifically pertaining to housing and economic development, through the use of public /private partnerships.

INST: 0022789501  
RECEIVED: 11/08/2002 1:02 PM  
PENNY H. WHALEY  
REGISTER OF DEEDS BLOUNT CO. TN

18  
qualifications, powers, duties, compensation, if any, tenure of office, the manner of filling vacancies on the board, and the manner of calling and holding meetings of the Board of Directors, shall be as stated in the Bylaws. The authorized number, if any, and qualification of member, the different classes of membership, if any, the property, voting, and other rights and privileges of members and their liabilities, to dues and assessments, and method of collection, and the termination and transfer of membership, shall be set forth in the Bylaws.

14. The property of this Corporation is irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member thereof, or the benefit of any private person.

15. Upon the dissolution of the Corporation, and pursuant to Tennessee Code Annotated Section 48-64-101, et seq.;

- a. all liabilities and obligations of the Corporation shall be paid and discharged, or adequate provisions shall be made therefore;
- b. assets held by the Corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of such dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and
- c. all remaining assets of the Corporation shall be disposed of exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Directors shall determine.

16. The Directors of the Corporation shall not be personally liable for any breach of

Division of Business Services  
312 Eighth Avenue North  
Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243

DATE: 09/05/02  
REQUEST NUMBER: 4593-0429  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 09/05/02 0900  
EFFECTIVE DATE/TIME: 09/05/02 0900  
CONTROL NUMBER: 0432900

TO:  
TIM MATHSON, ATTY AT LAW  
PO BOX 360  
JOHNSON CITY, TN 37605-0360

RE:  
FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION, INC.  
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL ACCEPT ALL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 09/05/02

FROM:  
MOUNTAIN COUNTY HABITAT FOR HUMANITY  
PO BOX 215  
520 WEST BROADWAY  
MARYVILLE, TN 37801-0000

RECEIVED: FEES \$100.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00003139794  
ACCOUNT NUMBER: 00175320



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

312 Eighth Avenue North

Floor, William R. Snodgrass Tower

Nashville, Tennessee 37243

CHARTER/QUALIFICATION DAY: 09/05/2002  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0432900  
JURISDICTION: TENNESSEE

KAY BOWERS  
1620 W. BROADWAY  
MARYVILLE, TN 37801

REQUESTED BY:  
KAY BOWERS  
1620 W. BROADWAY  
#215  
MARYVILLE, TN 37801

CERTIFICATE OF EXISTENCE

RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
"FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION, INC."

A CORPORATION DULY INCORPORATED UNDER THE LAW OF THIS STATE WITH DATE OF  
CORPORATION AND DURATION AS GIVEN ABOVE;  
AT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE  
EXISTENCE OF THE CORPORATION HAVE BEEN PAID;  
AT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS NOT BEEN FILED  
IN THIS OFFICE; AND  
AT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND  
AT ARTICLES OF TERMINATION OF CORPORATE EXISTENCE HAVE NOT BEEN FILED

REQUEST FOR CERTIFICATE

ON DATE: 04/03/02

	FEE	
RECEIVED:	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00003253804  
ACCOUNT NUMBER: 00175320

T COUNTY HABITAT FOR HUMANITY  
215  
WEST BROADWAY  
MARYVILLE, TN 37801-0000

*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 30 2003

FOOTHILLS COMMUNITY DEVELOPMENT  
CORPORATION INC.  
245 LINDSAY ST  
ALCOA, TN 37701

Employer Identification Number:  
30-0148083  
DLN:  
17053037008023  
Contact Person:  
NANCY L PRATHER ID# 31306  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
November 8, 2002  
Advance Ruling Period Ends:  
June 30, 2007  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

FOOTHILLS COMMUNITY DEVELOPMENT

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued

**BYLAWS OF**  
**FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION**

**ARTICLE I: NAME**

The name of the Corporation is FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION.

**ARTICLE II: OFFICES**

The Principal Office of the Corporation shall be located at 245 Lindsay St, Alcoa, Blount County, Tennessee or at such other places as shall be lawfully designated by the Board of Directors. The Corporation may have such other offices, either within or without the State of Tennessee, as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.

**ARTICLE III: OBJECTIVES AND PURPOSES**

The purposes of the Corporation shall be as provided in its Charter. The aims of the Corporation are to be carried out through any and all lawful activities, including others not specifically stated in the Charter but incidental to the stated aims and purposes, both directly and through contributions to any other corporation, trust, fund or foundation whose purposes are religious, charitable, scientific, literary, educational, artistic, or cultural, provided that any such activity or contribution shall conform to any applicable restrictions or limitations set out in the Corporation's Charter or which are imposed on corporations described in §501(c)(3) of the Internal Revenue Code or the regulations there under or on any corporation contributions which are deductible under §170(c)(2) of the Internal Revenue Code as presently enacted as they may hereafter be amended or supplemented, or, if they are replaced by new sections of similar import, and to the final regulations there under.

**ARTICLE IV: MEMBERSHIP**

The Corporation shall have no members. The Board may take any action which is permitted or required to be taken by members of a not for profit corporation under Tennessee law by the affirmative vote of a majority of the entire Board, without the necessity of any prior action by the Board which would otherwise have been required by law for such an action if there were members entitled to vote on such action.

**ARTICLE V: BOARD OF DIRECTORS**

decisions regarding the design, siting, development, and management of all HOME B assisted affordable housing projects.

6.2: Committees: The Board of Directors may, by resolution, adopted by a majority of the Directors then in office, designate one or more committees, each consisting of three (3) or more persons, to serve at the pleasure of the Board. The Board may delegate to such committee or committees all such authority of the Board that it deems desirable, except that no committee or committees shall have and exercise the authority of the Board to:

- a. Approve any action that under the General Non-Profit Corporation Law of the State of Tennessee also requires the affirmative vote of the members. Any action that is improper under the General Non-Profit Corporation Laws of the State of Tennessee;
- b. Fill vacancies on the Board of Directors or on any committee that is under the authority of the Board.
- c. Fix compensation of the Directors for serving on the Board or on any committee.
- d. Amend or appeal the Articles of Incorporation or By-Laws, or draw up new By-Laws.
- e. Amend or repeal any resolution of the Board of Directors that by its expressed terms is not so amendable or appealable.
- f. Appoint any other committees of the Board of Directors or the members of the Board of Directors.
- g. Approve a plan or merger; consolidation; voluntary dissolution; bankruptcy or reorganization; or for the sale, lease, or exchange of all or substantially all the property and assets of the corporation otherwise than in the usual and regular course of its business; or revoke any such plan.
- h. Approve any transaction between the corporation and one or more of its Directors in which the Director or Director's have a material financial interest.
- i. Bind the corporation in a contract or agreement exceeding the amount of \$1,000.00.

## ARTICLE VII: DIRECTOR MEETINGS

7.1: Meetings of Board and Committees: The Board shall hold an annual meeting each

he/she objects at the beginning of a meeting (or promptly upon his arrival) to the holding of the meeting, or unless his/her dissent to such action shall be entered in the Minutes of the meeting or unless he/she shall submit his/her written dissent to the person acting as the secretary of the meeting before the adjournment of the meeting or shall deliver or send such dissent by registered or certified mail to the Secretary of the Corporation promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action. A Director who is absent from a meeting of the Board, or any Committee thereof, at which such action is taken shall be presumed to have concurred in the action unless he/she shall deliver or send by registered or certified mail his/her dissent to such action to the Secretary of the Corporation or shall cause such dissent to be filed with the Minutes of the proceedings of the Board or Committee within a reasonable time after learning of such action.

7.9: Action by Consent: Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all of the Directors.

7.10: Telephone Meetings: Participation by members of the Board or any Committee designated by the Board in any meeting of the Board or Committee shall be permitted by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting pursuant to this Paragraph 7.10 shall constitute presence in person at such meeting. The Directors shall be promptly furnished a copy of the Minutes of the meeting held under this paragraph.

7.11: Adjourned Meeting and Notice: A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of adjourned meeting to the Directors who are not present at the time of the adjournment. Such notice may be waived in the manner provided for in Section 7.5.

#### ARTICLE VIII: OFFICERS

8.1: Officers: The corporation shall have a Chairperson, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person except that the President may not be the Secretary. The Board of Directors may appoint and empower the President or another officer to appoint such other officers as the activities of the corporation may require, each of whom shall have such authority and perform such duties as provided in these By-Laws or the Board of Directors may from time to time determine.

8.2: Election: All officers shall be elected or appointed at the Annual meeting of the Board or at any special meeting of the Board.

8.3: Term of Office: The officers of the Corporation shall be elected for terms of one (1)

shall appear to the Board that circumstances have so changed as to make unnecessary, undesirable, impractical or impossible a literal compliance with the expressed desire of a donor or testator, it may take such steps as it deems necessary to direct the application of any such funds to such other educational, charitable, literary or religious purposes of a public nature, or others of a similar nature recognized by the federal government as entitled to tax exemption, as in its judgment will to the extent possible carry out the purposes of such donor or testator.

9.4: Management of Assets: Any fund or funds or assets of any kind or nature whatsoever which may be acquired by the Corporation from any source whatsoever may be transferred by the Board of Directors for the purpose of management and investment to any bank or banks in the State of Tennessee, having trust powers and active in the acceptance and management of trusts.

9.5: Agency Relationship: Any transfer of any asset of this Corporation made to any of such banks shall vest legal title to any such asset in the said transferee bank, as agent of and custodian for the Corporation, nevertheless, for the sole purpose of management and investment subject to the approval of the Board and any income thereon shall be income of this Corporation. The Board may enter into an agency agreement with each such bank, giving each of them such powers and duties pertaining to the assets so held by it as may be deemed proper and consistent with the purposes of the Corporation by the Board of Directors, and agreed to by said bank.

9.6: Authority: The Board may authorize any officer or agent of the Corporation by resolution to enter into any contract or execute and deliver any instrument in the name of the Corporation, and no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it liable pecuniarily for any amount, without such authorization.

9.7: Depositories: All funds of the Corporation shall be deposited to its credit in such depository or depositories as the Board may designate, and for the purpose of such deposits, any person or persons to whom such power is delegated by resolution of the Board may endorse, assign, and deposit checks, drafts and other orders for the payment of funds payable to the order of the Corporation. All checks, drafts or other orders for the payment of money issued by the Corporation shall be signed by such person or persons as may from time to time be designated by the Board.

## ARTICLE X: STANDARD OF CARE

10.1: General: A Director or officer shall perform his or her duties, including the duties as a member of any committee of the Board on which the Director or officer may serve in accordance with the Standards of Conduct set out at T.C.A. §48-58-301 and §48-58-403.

10.2: Loans. This corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director or officer; provided, however, that this corporation may advance money to a Director or officer of this corporation for expenses reasonably anticipated to be

lists, documents, contracts or other property of the Corporation as have been in the custody of such officer, employee, or agent during his or her term of office.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. Inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

#### ARTICLE XIII: FISCAL YEAR

The fiscal year of the Corporation shall run from July 1 through June 30 of each year.

#### ARTICLE XIV: AMENDMENT

These By-Laws may be amended or repealed and new By-Laws may be adopted by the vote of a majority of the entire Board. The resulting By-Laws may contain any provision for the regulation and management of the Corporation not inconsistent with law and the Charter. Any amendment of the Charter inconsistent with these By-Laws or parts of By-Laws which merely summarize or restate the provisions of the Charter or the provisions of the Tennessee Non-Profit Corporation Act or other law applicable to the Corporation shall be operative with respect to the Corporation only so far as they are descriptive of existing law and of the Charter as amended.

I, Jaqueline E. Vice, Secretary of the FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION, formed and existing under the laws of the State of Tennessee do hereby certify that the foregoing is a true and complete copy of the By-Laws of this Corporation as submitted to and adopted as the By-Laws of the Corporation by its Board of Directors on the 23 day of Oct., 2002.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 23 day of October, 2002.

Thomas Kiehl

**One page explanation of how the Board of Directors is involved in the operation of the agency, including how often the Board meets, how the Board monitors and provides oversight for the agency's programs. Attach the minutes of the most recent Board meeting.**

Board of Directors FCDC

The board members are

Ms. Jackie Hill (Retired Eastman Kodak executive and resident of Hall Community, Alcoa)

Mr. Dexter Stewart (Manager Nova Information Systems and resident of Hall Community, Alcoa)

Ms. Kay Bowers (Ex. Dir. Blount County Habitat for Humanity and resident of Louisville, TN)

Mr. David Bennett (Asst. County Executive, Blount County, TN and resident of Blount County, TN)

Dr. Douglas Cox (Consulting psychologist, owner of eGroup, Inc. and resident of Tallassee, TN (Blount County), Chair

The board is a working board and currently does or oversees all work done by FCDC. The board is active in writing grants, education, public relations, making policy, recruiting new members, meeting with government, public, private, and NGO officials. The board has recruited two volunteer executives who are dedicating 15-30 hours per week to FCDC business.

The board has met once per week for the past three months and now is adopting a once per month schedule and foresees one-two additional called meetings per month until the Fall of 2003. The board is making all executive decisions.

## Cooperation Agreement

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Foothills Community Development Corporation (FCDC) and Blount County Habitat for Humanity (BCHFH) Witnesseth:

Pursuant to the stated purpose of FCDC which reads "To conduct and carry on a general development corporation and any and all phases thereof, for the enrichment of lives, specifically pertaining to housing development for low income residents and economic development, through the use of public/private partnerships." and pursuant to the stated mission of BCHFH whose goal is to " build safe, decent homes in safe communities by working in partnership with people in need and others from our community.", be it hereby recognized that for the sole benefit of furthering the purpose and mission of these two organizations, the parties henceforth do agree as follows:

FCDC and BCHFH shall endeavor to secure contracts with both private and public entities for the purpose of developing affordable—housing and to develop compatible systems for the administration of such contracts. Either organization may conduct activities that are deemed beneficial to their mission; however neither party will obligate the other without full written consent of the other. Furthermore FCDC and BCHFH —may provide staff assistance to— each other and such will be fully accounted for.

In addition FCDC and BCHFH will endeavor to secure funds, both public and private, for their own administrative and operational expenses.. Such funds may be used in part to expand the capability of both organizations. Expenses such as salaries, equipment and supplies, training, etc. incurred by one organization, which benefits the other, will be pre-approved and accounted for. Each organization shall provide, when feasible, access to equipment and space as needed by the staff of either organization and shall share in any maintenance expenses as determined on an annual basis. FCDC or BCHFH will retain ownership of any equipment purchased by the respective organization.

This agreement shall take effect upon this date and shall remain in effect until such time that it modified by common consent of FCDC and BCHFH or until a time when this agreement is no longer advantageous at which point 90 days written notice is required of either organization prior to the desired termination date.

FCDC and BCHFH each warrant and represent to the other that this agreement has been duly authorized by its Board of Directors.

\_\_\_\_\_  
President of the Board of Directors  
Foothills Community Development Corporation

Date

\_\_\_\_\_  
President of the Board of Directors  
Blount County Habitat for Humanity

Date

**Blount County Habitat for Humanity**  
**Key Staff Background Statements**

Kay Bowers, our Executive Director, has a B.A. and M.A. in Education. She has a Certificate from the Program in Nonprofit Management at Duke University (2000) and a 2001 Certificate in Leadership & Nonprofit Management from Habitat for Humanity International. She has managed the affiliate and its 300% growth since 1993, bringing it into the top 7% for productivity of all Habitat affiliates in the United States. Before becoming the E.D., Mrs. Bowers worked as the construction supervisor and office administrator, the first employee of our affiliate. She has served as developer for two sub-divisions: one 26 lot subdivision in a rural part of Blount County and one 16 lot infill project in Maryville, Tennessee.

Kathy Jackson, our Finance Director/Office Administrator/Grant Administrator, a graduate of Kentucky Wesleyan College, has over 10 years experience in office administration. Mrs. Jackson previously worked as the Assistant Prevention Coordinator for Knox County Community Services Agency, where she maintained approximately \$750,000 in budgets and managed vendor services and payments. In her two years with Blount County Habitat, she has successfully administrated all grants, including those from the Federal Home Loan Bank, Tennessee Housing Development Association, Self-help Housing Opportunity Program, and the federal HOME grant program. She is currently responsible for all financial operations, including budgeting, tracking expenses, cash flow, payroll, and mortgage and escrow management.

David Bonewitz, PhD, joined Blount County Habitat for Humanity as Family Services Director after retiring as a Colonel with over 25 years of service in the United States Air Force. From his extensive experience and training as an officer, he brings a wealth of management, interpersonal, and organizational skills to bear on the myriad of Family Services challenges. He has refined and improved our Family Selection and Mortgage Stewardship processes and increased the effectiveness and content of our Family Services Program. An Adjunct Professor at Maryville College and certified by the Tennessee Housing Development Agency as a provider under the Tennessee Statewide Homebuyer Education Program, Dr. Bonewitz has developed an extensive curriculum for our Homeowner Training program.

Thomas Koehl, our Development Director, is a graduate of the University of Tennessee with 14 years experience in marketing and sales management. Before coming to Blount Habitat, He was employed for two years by Remote Area Medical in development. Mr. Koehl also spent two years as the Volunteer Coordinator of Youth Services for the American Red Cross of Tennessee. He has developed a successful individual giving program and a core-donor multiple-year giving program to build a financial foundation to assure the stability of the organization.

Ron Hamby works as our Licensed General Contractor/ Construction Supervisor. Mr. Hamby has over 20 year experience in residential and commercial construction. Before joining our organization he operated his own construction company for 15 years, with responsibilities including: project planning, material procurement, quality control, scheduling, securing permits, and customer service. He has personally overseen the construction of 27 Habitat homes.

**Kay Bowers**  
**4304 West Cove Drive**  
**Louisville, TN 37777**  
**(865) 681-9858**  
**(865) 982-8717**

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**Education:** 1974 B.S.E. University of Central Arkansas  
1975 M.S.E. University of Central Arkansas  
1977-78 Post Graduate work at University of Arkansas  
2000 Certificate in Nonprofit Management, Duke University  
2001 Certificate in Leadership & Nonprofit Management, Habitat for Humanity International

**Professional Experience:**

1995-Present	Executive Director, Blount County Habitat for Humanity
1992-1994	Educational Consultant
1975-1986	Private Instructor in Gymnastics and Dance
1981-1985	Instructor-University of Arkansas
1977-1978	Teacher/Coach Conway Public Schools
1975-1976	Teacher/Coach Little Rock Public Schools

**Achievements and Recognitions:**

- Managed a 300% growth in house production by Blount County Habitat for Humanity, placing the affiliate in the top 7% of all affiliates in the nation.
- The development of the financial education and life skills training program for all Habitat for Humanity partner families.
- Establishment of Maryville College Campus Chapter of Habitat for Humanity International.
- Establishment of Maryville High School Campus Chapter of Habitat for Humanity International.
- Recipient of Blount County Women Who Make a Difference award in 2002

**Personal:**

- Treasurer, Foothills Community Development Cooperation
- Active with Volunteers in Mission program of the United Methodist Church working in Panama, Homestead Florida, The Dominican Republic, and Lithuania
- Habitat for Humanity International Global Village homebuilding program
- Child and Family of Blount County board of directors
- Administrative Board of First United Methodist Church of Maryville
- Maryville Rotary Club
- Blount Historic Trust Board of Directors
- Hobbies include hiking, traveling, and reading

**Family:**

Husband, Dick Bowers

Children:

Cole, 23, Maryville College graduate, 2001

Annie, 23, Carson Newman graduate, 2002

Conner, 15, Maryville High School freshman

# Oliver Kelly Spears III

2836 Clover Hill Ridge Road

Maryville, TN 37801-9501

Home Tel: (865) 983-0695; email: kspears@charterm.net

## SUMMARY

Energetic, articulate, and accomplished, with 30+ years of leadership/management experience in diverse fields. Proven ability to achieve results under high-tempo, high-pressure constraints while fostering teamwork, enthusiasm and loyalty. Major strengths in leadership, planning and organization, financial management, multiple-project management, and communications.

## MAJOR ACCOMPLISHMENTS

### LEADERSHIP/MANAGEMENT

- Commanded a major shore-based ship maintenance and repair organization, including staff of 105 middle and senior-level managers and four repair facilities (1400 employees) with an annual repair budget of \$16.7 million. The total budget was over \$105 million per year.
- Chaired the Southeastern Regional Maintenance Board, an executive-level Board of Directors responsible for streamlining U.S. Navy operations and maintenance in the Southeast United States, the Caribbean, and South America. The success of this group became the basis for the Navy's long term vision. Personally commended for sustained superior performance.
- Commodore (Chief Operating Officer/CEO) of a squadron of U.S. Navy ships, on two separate tours, and Captain of a U.S. Navy ship. Personnel assigned ranged from 225 to 4500. Directed all operations, finances, maintenance and repair, training and administration; achieved superior results while promoting pride, job satisfaction and high morale.

### PROJECT MANAGEMENT

- Personally planned and nurtured the opening of a southeastern United States branch of a National company. Starting with no assets, built the local business to over \$1 million/year growing concern in the first 18 months. Vastly exceeded company expectations in all areas.
- Planned and directed zero-based budget review of all ship, aircraft, and submarine maintenance procedures in seven major facilities; used Business Case Analyses, to identify duplication and cost avoidance; two-year savings over \$15 million; consolidations served as Navy-wide model.
- Commanded a multi-national Naval force supporting United Nations sanctions against Iraq in the Red Sea; Commanded the multi-national Naval force which conducted a highly successful naval blockade of Haiti; Commanded a multi-national force of U.S. and South American naval ships in the circumnavigation of South America.

### COMMUNITY INVOLVEMENT

- Frequent speaker to a variety of civic and military/veterans organizations. Active member of the Navy's Speakers Bureau.
- Treasurer, tutor and member of Board of Directors of Blount County Literacy Council.
- Member of American Legion, Veterans of Foreign Wars, Military Officers Association of America and Naval Academy Alumni Association

## EMPLOYMENT HISTORY

### Consulting and Maritime Advisory Service (2000-Present)

Consultant to Maritime Attorneys, U.S Navy, U.S. Government, in areas of litigation support, maritime accident investigation and shipboard safety, engineering and operations.

**SOUTHEAST AREA MANAGER, Q.E.D. Systems Inc., (1998-2000)**

Inaugurated the presence of parent company in Jacksonville, FL area. Business progressed from start-up to over \$1 million annually. Still growing. Personally initiated and refined three highly profitable, local ventures resulting in nationwide company expansion in these disciplines. Vastly exceeded company expectations in all areas.

**COMMANDER, SOUTHEAST REGIONAL MAINTENANCE CENTER, MAYPORT, FL (1995-1997)**

Directed over 1400 employees at an executive management level. Responsible for care and repair of 27 ships and crews based in the southeast U.S. Emergent and planned maintenance responsibilities covered the Southeastern U.S. from Charleston, SC to Ingleside TX. Area included south to Caribbean and South America. Chaired the highly acclaimed Southeastern Regional Maintenance Board, an executive-level Board of Directors responsible for streamlining maintenance and operations. Pioneered reorganization of the U.S. Navy maintenance community with a long-term vision that remains the basis for the entire U.S. Navy's vision of growth. Personally commended for superior, sustained excellence of performance.

**COMMANDER DESTROYER SQUADRON EIGHT (1994-1995)**

Directed the maintenance, training, operations, logistics, and administration of 17 Destroyers and Frigates home-ported in Jacksonville FL. Responsible for training, material readiness, preparations for extended deployments and routine operations. Each ship passed every inspection and deployed when directed. Maintained the highest state of material and training readiness in the United States Navy.

**COMMANDER DESTROYER SQUADRON TWENTY (1992-1994)**

Chosen to command a Tactical Destroyer Squadron (less than 1% of officers eligible are chosen for this honor). Responsibilities included all aspects of sea-going tactical operations of U.S. Navy and foreign ships in groups ranging from 5 to 12 ships in a variety of missions; highlights included devising and executing naval blockades in both the Red Sea and later, in Haiti. Both blockades supported United Nations Sanctions; Planned, directed and led a multi-national squadron of ships on a six month training and diplomatic deployment around South America, visiting and operating with each South American coastal country, enroute.

**SPECIAL ASSISTANT TO THE CHIEF OF NAVAL OPERATIONS (PLANS, PROGRAMS, AND BUDGETS) (1989-1992)**

The primary advisor to the Chief of Naval Operations (Plans, Programs and Budgets) for the operational execution of the Navy's most sensitive and most highly classified programs. This included personal program oversight and direction for over 50 program managers, program security and the most highly classified evolution from production line to operational utilization. Directly supervised 23 military and civilian employees including the formulation of a \$6 million supporting budget.

**EDUCATION**

Bachelor of Science	United States Naval Academy
Post Graduate work in Business Administration	University of Tennessee (Nashville)
Senior Office Material Readiness (500 hours)	D.O.D. Senior Officer Course
Total Quality Management (40 Hours)	D.O.D. Senior Officer Course

**Thomas E. Eustis**  
2521 Autumn Drive  
Maryville, Tennessee 37804  
(865) 681-2688 (Home)  
(865) 681-0084 (Office)  
Internet: tqtom@icx.net

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### SUMMARY OF QUALIFICATIONS

Extensive business experience, in both line and staff positions, implementing and managing new concepts and systems such as: Total Quality Management, Quality Systems, High Performance Teams, and Lean Manufacturing. Experienced in Plant Management, New Business Start-up, Cost Reduction Programs and Re-engineering Business Processes. Non-profit experience includes serving in various roles including president, treasurer and advisor of different organizations. Industrial Engineer with strong business and interpersonal skills to effect change in processes and developing personnel in union and non-union environments. Strong analytical, communication, and problem solving skills.

### PROFESSIONAL EXPERIENCE

**Autumn Hill Properties, LLC** **1991 to present**  
Chief manager of business owning, developing and managing high-end residential rental properties in Maryville Tennessee.

**Thomas E. Eustis & Associates** **1996 to present**  
Providing training and management services to manufacturing clients

**AlliedSignal - Automotive Sector** **1991 to 1996**  
Plant Superintendent hired to start up a new manufacturing operation. Promoted to position of Total Quality and Process Improvement Facilitator for two facilities and providing training for 4 facilities.

**Thomas E. Eustis & Associates** **1975 to 1991**  
Short- and long-term assignments for businesses of 10 to 30,000 employees functioning as: consultant - Operations Manager - Quality Manager - Sales Engineer - Senior Distribution & Business Analyst. Provided services, training and tools to small business, industry and professional organizations for organizational, personnel, and sales development. Provided services to both homebuilders and Realtors including operating systems, project development and planning. Completed some assignments as subcontractor to other consulting firms.

# G. Douglas Cox, Ph.D.

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Consulting Psychologist to organizations and people  
102 East Broadway Avenue  
Maryville, Tennessee 37802  
865-984-4396 (home office)  
dcox@e-group.com

**Current:** Senior consulting executive, and president of the eGroup, Inc. The main emphasis of work is supporting and coaching individuals, teams, and organizations in achieving their highest effectiveness...eliminating bureaucracy and wasted motion in favor of solid, profitable progress.

**Positions:** President of E-Assessment: an Alliance Partnership with Intellinex/Ernst & Young LL.P. President of the eGroup, Inc. (1982-present). Senior Consultant and Vice President of Research and Development, Tennessee Associates International (1988-1992). V.P. and project manager, Community Technical Assistance Program, American Medical Association Foundation (1976-1982).

**Implementing Complex Change in Major Corporations:** Served as engagement leader for several companies implementing multi-year culture change, which has been organized around TQM, Process Reengineering, Team-based Management, and 360° Feedback and Coaching: Anheuser-Busch, Hercules, Coca Cola, United Technologies, M&M/Mars

**Selected Consulting Clients:** United Technologies (corporate), Lockheed Space Operations Center, Boeing Aerospace, Pratt&Whitney, Carrier Air Conditioning, Otis Elevator and Otis Corporate Engineering, Mars Electronics, Varian Semiconductor Equipment Associates, DeLaRue Cash Systems, DSM Chemicals, Dupont, Hercules, TVA, Scottish Power, Westinghouse Savannah River Corporation, Alcoa, Staley, Oak Ridge Associated Universities, Rand McNally, Coca-Cola, Inc., M&M/Mars, Pedigree Pet Foods, Uncle Bens Rice, Anheuser Busch Corporate Engineering, United Technologies Research Center, Hercules Corporate Engineering, Aqualon, Scandinavian Tobacco Company, Kraft USA, DowBrands, Federal Express, National Health Service Corp, Fort Sanders Health System. In addition to the United States and Canada, he has worked in Europe, Latin America, Asia and South America.

**Professional and Leadership:** Licensed psychologist and has practiced clinically. Received Ph.D. from the University of Tennessee in 1980. Held leadership and management positions with consulting firms, public health, and in public education. Author of several articles, books, instruments, training programs and simulations.

**Competencies:** culture change, change management, executive coaching, teamwork design and implementation, team-building, facilitating meetings and work sessions, 360° assessment and coaching, net-based individual assessment, organizational assessment, building strategic alliances and quality partnerships, public speaking, facilitator training. Experienced in socio-technical redesign, process reengineering, statistical process control, total quality, high performance work systems, open book management, and self-directed teams.

JACQUELINE E. HILL

120 E. Stephenson Street  
Alcoa, Tennessee 37701  
865-982-8667/ [hills120@bellsouth.net](mailto:hills120@bellsouth.net)

Ms. Hill began her career at Eastman Kodak (EK) Company in 1971 as a research chemist in the Solid State Photoscience Laboratory of Kodak's Research Division. In 1977 she was selected by EK to participate in the Executive Development Program at the University of Rochester where she received a MBA in 1979. In 1978 she was named market analyst for the Business Systems Division and in 1980, Supervisor, Materials Testing, Project Development Division. She was named quality control supervisor of the Electrophotographic Chemical Division in 1982. In 1984 Ms. Hill became assistant to the manager of the Chemicals Manufacturing Organization and a year later, department manager of the Mixing Department in the Chemical Finished Products Division. She was named production manager of the Chemicals and Recovery Division in 1986 and promoted to middle management at EK. In 1989 she was named operations manager of the Black and White Film Flow Division. She was named assistant to the Worldwide Sensitized Materials Manufacturing manager in 1990 and in 1992 became the manager, Worldwide Sensitized Materials Manufacturing for the Professional, Printing and Publishing Imaging Line of Business. In 1994 she was named as the manager, Black and White Paper Flow Division. In 1995 she was named Assistant Plant Manager and Director of the Film Manufacturing Organization, Kodak De Mexico. In 1998 until she retired in 2001, she served as Division Manager with responsibilities for worldwide manufacturing sites that produced polyester film-base support for photographic products.

A native of Alcoa, Tennessee, Ms. Hill holds a BS Degree in Chemistry from Tennessee State University, a MS Degree in Chemistry from the University of Michigan and a MBA in Business Administration from the University of Rochester. She has attended management and executive programs at the University of Michigan, University of North Carolina, and Smith College. Ms. Hill has served as key executive for EK Corporate Relations with Spelman College, Tennessee State University, and Florida A&M State University.

Ms. Hill is a member of the National Organization for the Professional Advancement of Black Chemist and Chemical Engineers and the National Black MBA Association. She has served on a number of boards in a variety of positions. These boards included United Cerebral Palsy Association of Rochester, Urban League of Rochester, the Health Network of Rochester, Network North Star of EK and the Women's Forum of EK. Ms. Hill was one of the founders of the first employee Network Groups at EK. She is a founding member of Sisters for a Better Black Community and was recognized by Ebony magazine in 1991 as "100 of the Best and Brightest Black Women in Corporate America". During her career Ms. Hill has received leadership awards for Eastman Kodak and Network North Star.

Since retiring in June 2001, Ms. Hill was appointed by the Alcoa City Commission to serve on the Alcoa Middle School Reuse Committee. In November, 2002, Ms. Hill was commended by the Mayor and Board of Commissioners and the citizens of the City of Alcoa for her efforts to "make a difference" in the community. Ms. Hill was selected to participate in the Leadership Blount 2002-2003 program. Currently, she is serving on the following boards: United Way of Blount County, Child and Family Services of Blount County, Blount County Solid Waste Authority, and Foothills Community Development Corporation.

**G Dexter Stewart**  
**317 E Edison Street**  
**Alcoa, Tenn. 37701**

**Employment:**

**Assistant Manager of Credit Operations**  
**NOVA Information Systems**

**Civic Organizations:**

**Former member City of Alcoa Board of Commissions**  
**Former board member Blount County Chamber of Commerce**  
**Former board member Knoxville Area Urban League**  
**Member MLK planning committee**  
**Member Blount County Optimist Club**