

This is to certify that these minutes were approved by

Hamblen County Legislative Body on

January 24, 2002

Maudie M. Briggs
Maudie Briggs, Chairperson

Linda Wilder
Linda Wilder, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at its regular monthly meeting on December 20, 2001 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Maudie Briggs presiding.

The Legislative Body Session was opened by Sheriff Otto Purkey.

Invocation was given by Doyle Fullington.

The pledge of allegiance was led by Lyle Doty.

Upon roll call the following members were present:

Larry Baker	Herbert Harville
Maudie Briggs	Bud Jones
Eldridge Bryant	Frank Parker
Guy Collins	Bobby Reinhardt
Lyle Doty	Tony Sizemore
Doyle Fullington	Joe Spoons
Donald Gray	Katy Tindall

APPROVAL OF MINUTES

Motion by Tony Sizemore, seconded by Eldridge Bryant that the minutes of the previous meeting be approved.

Voting for: all Voting against: none

BILLS

Motion by Herbert Harville, seconded by Joe Spoons that all of the following bills be approved and paid.

ACCNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
51300	307	11/30/01	Ck# 162653	AT & T	9.93
51300	320	12/14/01	Ck# 163047	HAMBLEN COUNTY	36.00
51300	349	12/14/01	Ck# 163048	CUSTOM PRINTING	75.00
51300	435	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	12.60
51300	435	11/28/01	Ck# 162634	OFFICE MAX	38.95
51300	435	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	9.59
51300				COUNTY EXECUTIVE..... Total: 6	182.07
51400	189	11/28/01	Ck# 162647	TN CO ATTY ASSOCIATION	100.00
51400	331	12/05/01	Ck# 162674	CAPPS, CANTWELL & CAPPS	2447.89
51400	331	12/05/01	Ck# 162697	WIMBERLY LAWSON SBALE WRIGHT	1764.91
51400				COUNTY ATTORNEY..... Total: 3	4312.80
51500	719	11/28/01	Ck# 162595	CARROT TOP INDUSTRIES	161.00
51600	307	12/05/01	Ck# 162695	TTI NATIONAL, INC	6.11
51600	435	11/28/01	Ck# 162594	BUSINESS INFORMATION SYSTEMS	276.25
51600	435	12/05/01	Ck# 162685	MATTHEW BENDER & CO.	52.34
51600				REGISTER OF DEEDS..... Total: 3	334.70
51700	196	12/05/01	Ck# 162682	LOGON COMPUTER SERVICES	270.00
51700	307	12/06/01	Ck# 162702	CELLULAR ONE	34.77
51700	320	11/28/01	Ck# 162643	SBCCI	100.00
51700	425	11/28/01	Ck# 162610	FUELMAN TENNESSEE	136.27
51700				PLANNING & ZONING..... Total: 4	541.04
51810	307	11/20/01	Ck# 162335	BELLSOUTH PUBLIC COMMUNICATION	117.49
51810	307	12/06/01	Ck# 162699	BELLSOUTH	20.26
51810	334	12/05/01	Ck# 162687	MURRELL BURGLAR ALARM CO. INC.	26.00
51810	335	11/28/01	Ck# 162635	OTIS ELEVATOR CO.	333.24
51810	335	11/28/01	Ck# 162639	PRICE & PRICE MECHANICAL, INC.	485.36
51810	335	12/05/01	Ck# 162691	PRO HARDWARE	187.92
51810	335	12/06/01	Ck# 162698	AMERICAN FENCING	587.00
51810	347	12/05/01	Ck# 162671	ADRIAN HALE PEST CONTROL	84.00
51810	410	11/28/01	Ck# 162626	KEL-SAN, INC.	439.02
51810	410	12/05/01	Ck# 162692	RENTAL UNIFORM SERVICE	142.80
51810	415	11/30/01	Ck# 162658	MORRISTOWN UTILITIES	3400.36
51810	434	11/20/01	Ck# 162337	UNITED CITIES GAS	478.88
51810	502	12/04/01	Ck# 162669	ST. PAUL COMPANIES	1338.59
51810	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	104.11
51810				COUNY BLD - COURTHOUSE..... Total: 14	7745.03
51820	335	11/28/01	Ck# 162623	JIMMY'S AUTO PARTS, INC.	23.21
51820	335	12/05/01	Ck# 162687	MURRELL BURGLAR ALARM CO. INC.	20.00
51820	335	12/05/01	Ck# 162691	PRO HARDWARE	4.29
51820	347	12/05/01	Ck# 162671	ADRIAN HALE PEST CONTROL	38.00
51820	410	11/28/01	Ck# 162626	KEL-SAN, INC.	161.20
51820	410	12/05/01	Ck# 162692	RENTAL UNIFORM SERVICE	53.60
51820	415	11/30/01	Ck# 162658	MORRISTOWN UTILITIES	4247.42
51820	434	11/20/01	Ck# 162334	UNITED CITIES GAS	32.78

ACCNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
51820	434	11/20/01	Ck# 162337	UNITED CITIES GAS	72.32
51820	434	11/20/01	Ck# 162338	UNITED CITIES GAS	967.84
51820	502	12/04/01	Ck# 162669	ST. PAUL COMPANIES	297.47
51820	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	44.62
51820				COUNTY BUILDINGS - JUSTICE CTR..... Total: 12	5962.75
52300	199	11/28/01	Ck# 162610	FUELMAN TENNESSEE	109.39
52300	320	11/27/01	Ck# 162339	HAMBLEN COUNTY COURT CLERK	12.00
52300				PROPERTY ASSESSOR'S OFFICE..... Total: 2	121.39
52310	350	12/14/01	Ck# 163050	MULLINS & ASSOCIATES	100.00
52400	307	12/06/01	Ck# 162700	BRITTAIN, BILL	21.61
52400	435	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	12.02
52400	435	12/06/01	Ck# 162706	SANDERS BUSINESS SYSTEMS, INC.	.00
52400	719	11/28/01	Ck# 162591	BRIDGE COMPUTER SYSTEMS, INC.	80.00
52400				COUNTY TRUSTEE'S OFFICE..... Total: 4	113.63
52500	307	12/05/01	Ck# 162680	INTERNATIONAL FIBERCOM	120.00
52500	435	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	15.62
52500	435	11/28/01	Ck# 162617	HART INFORMATION SYSTEMS	282.75
52500	435	11/30/01	Ck# 162662	UNITED PARCEL SERVICE	21.01
52500				COUNTY CLERK'S OFFICE..... Total: 4	439.38
53100	194	11/28/01	Ck# 162601	EDDIE DAVIS	50.00
53100	194	11/28/01	Ck# 162636	L.H. PENDLETON	50.00
53100	194	12/05/01	Ck# 162680	INTERNATIONAL FIBERCOM	180.00
53100	194	12/12/01	Ck# 162992	JANICE ADKINS	15.00
53100	194	12/12/01	Ck# 162993	TERRY ADKINS	15.00
53100	194	12/12/01	Ck# 162994	CAROLYN ARNOLD	15.00
53100	194	12/12/01	Ck# 162995	CATHY BAILEY	15.00
53100	194	12/12/01	Ck# 162996	SHERRIE BALDWIN	15.00
53100	194	12/12/01	Ck# 162997	CHARLES BALL	15.00
53100	194	12/12/01	Ck# 162998	VERNELL BROOKS	15.00
53100	194	12/12/01	Ck# 162999	STEVEN BURTON	15.00
53100	194	12/12/01	Ck# 163000	REBA DEAN	15.00
53100	194	12/12/01	Ck# 163001	EARNEST DEARING	15.00
53100	194	12/12/01	Ck# 163002	LLOYD DERREBERRY	15.00
53100	194	12/12/01	Ck# 163003	KATHY EDWARDS	15.00
53100	194	12/12/01	Ck# 163004	EVELYN FULTZ	15.00
53100	194	12/12/01	Ck# 163005	LAURA GOLDEN	15.00
53100	194	12/12/01	Ck# 163006	DAVID GREENE	15.00
53100	194	12/12/01	Ck# 163007	MICHAEL HAMILTON	15.00
53100	194	12/12/01	Ck# 163008	MORRIS HARRIS	15.00
53100	194	12/12/01	Ck# 163009	NARVIA HARWOOD	15.00
53100	194	12/12/01	Ck# 163010	SCOTT HAYES	30.00
53100	194	12/12/01	Ck# 163011	JEARLOEN HENDERSON	15.00
53100	194	12/12/01	Ck# 163012	LISA HENDERSON	15.00
53100	194	12/12/01	Ck# 163013	MICHAEL JOHNS	15.00
53100	194	12/12/01	Ck# 163014	MIKE KINSLER	15.00

ORIGINAL

ACCT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
53100	194	12/12/01	Ck# 163015	DEWEY LAMBERT	15.00
53100	194	12/12/01	Ck# 163016	LISA LANE	15.00
53100	194	12/12/01	Ck# 163017	PATRICIA LONG	15.00
53100	194	12/12/01	Ck# 163018	ALBERT LUNSFORD	15.00
53100	194	12/12/01	Ck# 163019	CAROLYN MAY	15.00
53100	194	12/12/01	Ck# 163020	SHARON MCDUFFIE	15.00
53100	194	12/12/01	Ck# 163021	PEGGY MCGUFFIN	15.00
53100	194	12/12/01	Ck# 163022	MAGGIE MITCHELL	15.00
53100	194	12/12/01	Ck# 163023	JACK MOODY	17.00
53100	194	12/12/01	Ck# 163024	MYRTLE MORGAN	15.00
53100	194	12/12/01	Ck# 163025	TAMMY MORTON	15.00
53100	194	12/12/01	Ck# 163026	JERRY NORTON	15.00
53100	194	12/12/01	Ck# 163027	DONALD PARVIN	15.00
53100	194	12/12/01	Ck# 163028	WALTER PATTERSON	15.00
53100	194	12/12/01	Ck# 163029	SARA PAYNE	15.00
53100	194	12/12/01	Ck# 163030	BONNIE PETTIGREW	15.00
53100	194	12/12/01	Ck# 163031	TADLOCK POLLARD	15.00
53100	194	12/12/01	Ck# 163032	KIMBERLY PRICE	15.00
53100	194	12/12/01	Ck# 163033	JOHN REAMS	15.00
53100	194	12/12/01	Ck# 163034	JOHN PAUL SAMPLES	15.00
53100	194	12/12/01	Ck# 163035	DEBBIE SLUDER	15.00
53100	194	12/12/01	Ck# 163036	DELORES TRENT	15.00
53100	194	12/12/01	Ck# 163037	LINDA TURNER	15.00
53100	194	12/12/01	Ck# 163038	JO ANN WADDELL	15.00
53100	194	12/12/01	Ck# 163039	TROY WHITE	15.00
53100	194	12/12/01	Ck# 163040	KIMBERLY WILLIAMS	15.00
53100	194	12/14/01	Ck# 163052	WESTERN SIZZLIN STEAK HOUSE	254.69
53100	349	12/05/01	Ck# 162685	MATTHEW BENDER & CO.	75.40
53100	349	12/05/01	Ck# 162696	WARD PRINTING	266.00
53100	CIRCUIT COURT			Total:	55 1628.09
53300	188	11/28/01	Ck# 162593	WILLIAM BURTON	200.00
53300	188	12/06/01	Ck# 162701	WILLIAM BURTON	100.00
53300	435	11/28/01	Ck# 162634	OFFICE MAX	99.00
53300	435	12/05/01	Ck# 162685	MATTHEW BENDER & CO.	14.66
53300	GENERAL SESSIONS COURT			Total:	4 413.66
53400	337	12/05/01	Ck# 162682	LOGON COMPUTER SERVICES	240.00
53400	435	12/05/01	Ck# 162688	NATIONAL INFO DATA CENTER	46.90
53400	719	12/05/01	Ck# 162673	BUSINESS MACHINES COMPANY	78.37
53400	CHANCERY COURT			Total:	3 365.27
53500	188	12/06/01	Ck# 162701	WILLIAM BURTON	50.00
53500	320	12/06/01	Ck# 162707	TN COUNCIL OF JUVENILE &	70.00
53500	425	11/28/01	Ck# 162610	FUELMAN TENNESSEE	44.38
53500	435	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	56.10
53500	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	44.62
53500	719	11/28/01	Ck# 162614	HAMLEN CO. BOARD OF ED	260.62
53500	719	11/28/01	Ck# 162630	LOGON COMPUTER SERVICES	10.01
53500	JUVENILE COURT			Total:	7 535.73

ACCT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
54110	189	11/30/01	Ck# 162664	WRIGHT, CHARLES	58.24
54110	189	12/14/01	Ck# 163053	WRIGHT, CHARLES	69.44
54110	307	11/20/01	Ck# 162335	BELLSOUTH PUBLIC COMMUNICATION	112.70
54110	307	12/06/01	Ck# 162702	CELLULAR ONE	337.19
54110	338	11/28/01	Ck# 162589	AL'S AUTO REPAIR	561.25
54110	338	11/28/01	Ck# 162622	JERRY'S AUTOMOTIVE	413.25
54110	338	11/28/01	Ck# 162627	KING SOLOMON MOTORS	670.00
54110	338	11/28/01	Ck# 162632	MORRISTOWN FORD	64.34
54110	338	11/28/01	Ck# 162642	ROD'S USED AUTO PARTS	100.00
54110	355	11/30/01	Ck# 162660	SUNTRUST BANKCARD, N.A.	419.75
54110	425	12/07/01	Ck# 162709	FUELMAN TENNESSEE	3031.18
54110	425	12/14/01	Ck# 163051	PETERS, BURL	17.51
54110	433	11/28/01	Ck# 162600	CRESCENT WASH & LUBE	491.38
54110	435	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	80.28
54110	435	11/28/01	Ck# 162649	VIKING OFFICE PRODUCTS	119.86
54110	450	11/28/01	Ck# 162615	HAMLEN FARMERS COOPERATIVE	159.99
54110	451	11/28/01	Ck# 162592	BUFFALO TRAIL WESTERN WEAR	219.00
54110	451	11/28/01	Ck# 162604	EAST RIDGE UNIFORMS	140.00
54110	451	11/28/01	Ck# 162611	GALL'S INC.	233.62
54110	451	11/28/01	Ck# 162625	KAY UNIFORMS #2	189.99
54110	451	12/05/01	Ck# 162678	GALL'S INC.	56.98
54110	451	12/05/01	Ck# 162693	SAMSEL, LARRY	500.00
54110	506	12/04/01	Ck# 162669	ST. PAUL COMPANIES	*18327.65
54110	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	1169.85
54110	513	11/28/01	Ck# 162628	LIBERTY MUTUAL INSURANCE GROUP	- *4647.00
54110	599	11/28/01	Ck# 162599	COMMERCIAL EMBLEM COMPANY	15.45
54110	599	11/28/01	Ck# 162602	DE LAGE LADEN FINANCIAL SVCS.	170.92
54110	599	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	539.41
54110	599	11/30/01	Ck# 162657	M-H EAST HIGH GERMAN SOCIETY	30.00
54110	599	12/05/01	Ck# 162679	HI-TECH ELECTRONIX	49.00
54110	707	11/28/01	Ck# 162598	COCA-COLA ENTERPRISES	1155.79
54110	716	11/20/01	Ck# 162336	FORD CREDIT DEPT 67-434	*8415.18
54110	716	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	90.00
54110	716	11/28/01	Ck# 162609	FORD MOTOR CREDIT COMPANY	*6077.52
54110	716	11/28/01	Ck# 162624	JOHN'S STEREO & CB	1107.75
54110	790	11/28/01	Ck# 162623	JIMMY'S AUTO PARTS, INC.	56.62
54110	SHERIFF'S DEPARTMENT			Total:	36 49898.09
54140	355	12/06/01	Ck# 162705	NEWMAN, JIM	166.40
54140	435	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	131.94
54140	WHEEL TAX OFFICER			Total:	2 298.34
54210	196	11/28/01	Ck# 162650	JANICE WALKER	41.22
54210	336	11/28/01	Ck# 162619	HURLEY'S HEAT & AIR	493.70
54210	336	11/28/01	Ck# 162640	PRO HARDWARE	52.15
54210	336	11/28/01	Ck# 162645	SIMPLEXGRINNELL	250.00
54210	336	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	6.10
54210	336	12/05/01	Ck# 162684	LOWE'S	74.88
54210	336	12/05/01	Ck# 162691	PRO HARDWARE	238.44
54210	336	12/06/01	Ck# 162704	MARLIN MANUFACTURING CO., INC.	1611.00

ACCNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
54210	340	11/28/01	Ck# 162590	BAPTIST HOSPITAL COCKE COUNTY	290.00
54210	340	11/28/01	Ck# 162597	CHEROKEE HEALTH SYSTEMS	628.00
54210	340	11/28/01	Ck# 162603	DOKA, STEVE, DDS.	300.00
54210	340	11/28/01	Ck# 162616	HAMBLEEN RADIOLOGY ASSOC.	849.00
54210	340	11/28/01	Ck# 162633	MORRISTOWN-HAMBLEEN HOSPITAL	475.75
54210	340	12/05/01	Ck# 162686	MCNEIL AND LINDSEY	70.00
54210	340	12/06/01	Ck# 162703	MARSHA DOUTHAT	3062.50
54210	410	11/28/01	Ck# 162605	ELLISON SANITORY SUPPLY COMPAN	250.00
54210	410	11/28/01	Ck# 162626	KEL-SAN, INC.	775.05
54210	421	11/28/01	Ck# 162640	PRO HARDWARE	59.80
54210	422	11/28/01	Ck# 162608	FLOWERS BAKING COMPANY	898.49
54210	422	11/28/01	Ck# 162612	HALE BROTHERS	8356.11
54210	422	11/28/01	Ck# 162620	INSTITUTIONAL DISTRIBUTORS	4580.79
54210	422	11/28/01	Ck# 162638	PET DAIRY	912.15
54210	451	11/28/01	Ck# 162604	EAST RIDGE UNIFORMS	94.00
54210	499	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	198.55
54210	499	11/28/01	Ck# 162631	MCBEE SYSTEMS, INC.	206.58
54210	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	59.49
54210	599	11/28/01	Ck# 162648	VIDEO SECURITY SYSTEMS	1077.35
54210	719	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	136.00
54210	790	11/28/01	Ck# 162618	HAYES, MIKE	21.41
54210	790	12/05/01	Ck# 162689	OFFICE MAX	323.90
54210	JAIL			Total:	30 26392.41
54240	307	12/06/01	Ck# 162702	CELLULAR ONE	163.83
54240	355	11/28/01	Ck# 162613	HALE, GERRI	25.28
54240	422	11/28/01	Ck# 162606	ENGLISH MOUNTAIN SPRING WATER	24.00
54240	435	12/05/01	Ck# 162681	KEL-SAN, INC.	53.53
54240	JUVENILE SERVICES			Total:	4 266.64
54250	425	11/28/01	Ck# 162610	FUELMAN TENNESSEE	45.95
54250	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	44.62
54250	WORK RELEASE PROGRAM			Total:	2 90.57
54410	307	11/28/01	Ck# 162621	INTERNATIONAL FIBERCOM	100.00
54410	425	11/28/01	Ck# 162610	FUELMAN TENNESSEE	110.97
54410	499	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	225.00
54410	499	11/28/01	Ck# 162649	VIKING OFFICE PRODUCTS	91.47
54410	499	12/05/01	Ck# 162676	CUSTOM PRINTING	37.50
54410	511	12/04/01	Ck# 162669	ST. PAUL COMPANIES	380.25
54410	CIVIL DEFENSE - E.M.A.			Total:	6 945.19
54610	103	12/05/01	Ck# 162683	LOVE, WILLIAM B.	75.00
54610	189	12/14/01	Ck# 163049	DR. JOHN KINSER,	600.00
54610	COUNTY CORONER/MEDICAL EXAMINER			Total:	2 675.00
55110	316	11/20/01	Ck# 162333	RHAT	150.00
55110	316	11/20/01	Ck# 162334	UNITED CITIES GAS	42.09
55110	316	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	281.95
55110	316	11/28/01	Ck# 162626	KEL-SAN, INC.	107.50

ACCNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
55110	316	11/28/01	Ck# 162637	PERLE SYSTEMS LIMITED	560.00
55110	316	11/28/01	Ck# 162644	SHRED-IT	70.00
55110	316	11/30/01	Ck# 162658	MORRISTOWN UTILITIES	861.57
55110	316	12/05/01	Ck# 162671	ADRIAN HALE PEST CONTROL	19.00
55110	316	12/05/01	Ck# 162687	MURRELL BURGLAR ALARM CO. INC.	39.08
55110	LOCAL HEALTH CENTER			Total:	9 2131.19
55591	316	11/28/01	Ck# 162651	YOUTH EMERGENCY SHELTER	1247.68
58400	307	11/30/01	Ck# 162653	AT & T	16.26
58400	317	12/05/01	Ck# 162682	LOGON COMPUTER SERVICES	400.00
58400	348	11/30/01	Ck# 162662	UNITED PARCEL SERVICE	14.43
58400	348	12/06/01	Ck# 162708	UNITED STATES POSTMASTER	3000.00
58400	366	12/05/01	Ck# 162694	STATE OF TENNESSEE	1723.54
58400	411	12/05/01	Ck# 162677	EVANS OFFICE SUPPLY CO.	603.75
58400	414	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	143.97
58400	499	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	47.76
58400	506	12/04/01	Ck# 162669	ST. PAUL COMPANIES	5056.91
58400	599	11/28/01	Ck# 162606	ENGLISH MOUNTAIN SPRING WATER	114.00
58400	599	11/28/01	Ck# 162607	EVANS OFFICE SUPPLY CO.	13.00
58400	599	11/28/01	Ck# 162641	RISK MANAGEMENT SERVICES	1313.00
58400	599	11/28/01	Ck# 162646	SMOKY MOUNTAIN RC&D COUNCIL	500.00
58400	599	11/30/01	Ck# 162652	APPALACHIAN ELECTRIC COOP	33.14
58400	599	12/05/01	Ck# 162675	CHEROKEE HEALTH SYSTEMS	727.50
58400	599	12/05/01	Ck# 162690	ORGANIZATIONAL MGMT. GROUP	1821.35
58400	599	12/14/01	Ck# 163048	CUSTOM PRINTING	477.00
58400	709	12/05/01	Ck# 162672	BRIDGE COMPUTER SYSTEMS, INC.	6824.00
58400	OTHER CHARGES			Total:	18 22829.61
58600	513	11/28/01	Ck# 162628	LIBERTY MUTUAL INSURANCE GROUP	1698.00
58600	513	12/04/01	Ck# 162669	ST. PAUL COMPANIES	7882.82
58600	EMPLOYEE BENEFITS			Total:	2 9580.82
101	GENERAL FUND (101)			Total:	235 137312.08

ACNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
61000	307	11/30/01	Ck# 023525	BELLSOUTH	100.42
61000	307	12/14/01	Ck# 023575	AT & T	17.61
61000	307	12/14/01	Ck# 023598	NEXTEL COMMUNICATIONS	216.38
61000	331	12/14/01	Ck# 023578	CAPPS, CANTWELL & CAPPS	184.00
61000	415	11/30/01	Ck# 023528	HOLSTON ELECTRIC COOPERATIVE	743.87
61000	435	12/14/01	Ck# 023585	EVANS OFFICE SUPPLY CO.	48.35
61000	442	12/14/01	Ck# 023589	HOLSTON GASES	182.35
61000	454	11/20/01	Ck# 023490	MORRISTOWN UTILITIES	28.75
61000	599	11/30/01	Ck# 023531	ST. PAUL COMPANIES	* 5095.00
61000	599	12/14/01	Ck# 023583	CONSOLIDATED ELECTRONIC	360.00
61000	599	12/14/01	Ck# 023591	KEL-SAN, INC.	34.90
61000	599	12/14/01	Ck# 023592	K-CHEMICALS, INC	83.00
61000	599	12/14/01	Ck# 023593	LAKEWAY TREE SERVICE	800.00
61000	599	12/14/01	Ck# 023597	NETACCESS, INC.	49.95
61000	599	12/14/01	Ck# 023607	SIGNS NOW	221.00
61000	599	12/14/01	Ck# 023608	STANDARD COFFEE SERVICE CO.	44.55
61000	599	12/14/01	Ck# 023611	TSC INDUSTRIES	154.49
61000	599	12/14/01	Ck# 023617	ZEE MEDICAL, INC.	40.35
61000	ADMINISTRATION			Total:	18 8404.97
62000	351	12/14/01	Ck# 023602	RADIO COMM. SERVICE	50.00
62000	404	12/14/01	Ck# 023574	APAC - TENNESSEE	6498.23
62000	404	12/14/01	Ck# 023612	TRI-COUNTY MATERIALS, INC.	4218.47
62000	409	12/14/01	Ck# 023616	VULCAN MATERIALS COMPANY	2602.34
62000	426	12/14/01	Ck# 023584	EAST TENNESSEE STEEL SUPPLY CO	39.76
62000	426	12/14/01	Ck# 023595	LOWE'S HOME CENTERS, INC.	25.34
62000	436	12/07/01	Ck# 023535	LITZ FARMS	500.00
62000	436	12/14/01	Ck# 023582	CONCRETE MATERIALS, INC.	503.19
62000	436	12/14/01	Ck# 023587	HAMLEN FARMERS COOPERATIVE	20.00
62000	436	12/14/01	Ck# 023595	LOWE'S HOME CENTERS, INC.	28.80
62000	440	12/14/01	Ck# 023587	HAMLEN FARMERS COOPERATIVE	203.60
62000	443	12/14/01	Ck# 023609	SUPERIOR PAVEMENT MARKING, INC.	5492.07
62000	451	12/14/01	Ck# 023615	UNIFIRST	638.41
62000	HIGHWAY AND BRIDGE MAINTENANCE			Total:	13 20820.21
63100	412	12/14/01	Ck# 023577	BP OIL	97.34
63100	412	12/14/01	Ck# 023605	ROGERS PETROLEUM	1028.70
63100	416	12/14/01	Ck# 023572	A.E. FINLEY & ASSOCIATES	396.40
63100	416	12/14/01	Ck# 023576	AUTO VALUE PARTS PLACE	64.46
63100	416	12/14/01	Ck# 023579	CHEROKEE EQUIPMENT & SUPPLY	692.85
63100	416	12/14/01	Ck# 023590	JIMMY'S AUTO PARTS, INC.	1074.61
63100	416	12/14/01	Ck# 023596	MUFFLER & AUTO REPAIR	40.00
63100	416	12/14/01	Ck# 023600	POWER EQUIPMENT COMPANY	98.00
63100	416	12/14/01	Ck# 023601	PRO HARDWARE	22.97
63100	416	12/14/01	Ck# 023610	THOMPSON MACHINE WORKS	2332.21
63100	416	12/14/01	Ck# 023613	TRI-COUNTY POWER EQUIPMENT	254.43
63100	416	12/14/01	Ck# 023614	TRI-STATE TRACTOR & TURF, LLC	230.31
63100	424	12/14/01	Ck# 023573	AIR PRODUCTS & CHEMICALS, INC.	13.02
63100	424	12/14/01	Ck# 023584	EAST TENNESSEE STEEL SUPPLY CO	71.50
63100	424	12/14/01	Ck# 023588	HASSON-BRYAN HARDWARE	16.95

ACNT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
63100	424	12/14/01	Ck# 023589	HOLSTON GASES	236.58
63100	424	12/14/01	Ck# 023594	LAWSON PRODUCTS, INC.	345.85
63100	425	12/14/01	Ck# 023577	BP OIL	477.91
63100	425	12/14/01	Ck# 023605	ROGERS PETROLEUM	162.16
63100	433	12/14/01	Ck# 023580	COFFMAN OIL COMPANY	94.41
63100	446	12/14/01	Ck# 023594	LAWSON PRODUCTS, INC.	111.28
63100	450	12/14/01	Ck# 023599	PORTER'S TIRE STORE	129.00
63100	499	12/14/01	Ck# 023573	AIR PRODUCTS & CHEMICALS, inc.	12.60
63100	499	12/14/01	Ck# 023606	SAFETY KLEEN	426.40
63100	OPERATION AND MAINTENANCE OF EQUIPMENT..			Total:	24 8429.94
66000	332	12/14/01	Ck# 023581	CONCENTRA MEDICAL CENTERS	32.00
66000	513	12/14/01	Ck# 023604	RISK MANAGEMENT SERVICES	* 11665.00
66000	EMPLOYEE BENEFITS			Total:	2 11697.00
68000	714	12/14/01	Ck# 023586	G & C SUPPLY CO.	294.00
68000	726	12/14/01	Ck# 023603	RENPRO CONSTRUCTION CO.	* 103668.09
68000	CAPITAL OUTLAY			Total:	2 103962.09
131 HIGHWAY FUND (131)					Total: 59 153314.21

ACCT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
55700	312	12/14/01	Ck# 013797	RECYCLING & CO.	* 10082.80
55700	336	11/27/01	Ck# 013729	COMMERCIAL BILLING SERVICE	69.52
55700	336	12/14/01	Ck# 013789	FLXNETPRIDE	113.96
55700	336	12/14/01	Ck# 013792	JIMMY'S AUTO PARTS, INC.	329.74
55700	336	12/14/01	Ck# 013794	KENWORTH OF TENNESSEE INC	93.17
55700	336	12/14/01	Ck# 013795	LANDMARK INTERNATIONAL	1689.69
55700	336	12/14/01	Ck# 013799	TRUCKPRO - KNOXVILLE	176.30
55700	359	12/14/01	Ck# 013790	HAMBLEN COUNTY-MORRISTOWN	* 65522.30
55700	412	12/14/01	Ck# 013787	BP OIL	2477.61
55700	412	12/14/01	Ck# 013798	ROGERS PETROLEUM	756.48
55700	425	12/14/01	Ck# 013787	BP OIL	93.16
55700	451	12/14/01	Ck# 013800	UNIFIRST	681.64
55700	499	11/30/01	Ck# 013758	ST. PAUL COMPANIES	33.00
55700	499	12/14/01	Ck# 013786	SEARS	55.00
55700	499	12/14/01	Ck# 013788	BUFFALO TRAIL WESTERN WEAR	90.00
55700	499	12/14/01	Ck# 013791	HOLSTON GASES	24.40
55700	499	12/14/01	Ck# 013793	KEL-SAN, INC.	101.00
55700	499	12/14/01	Ck# 013796	LOWE'S	27.93
55700	499	12/14/01	Ck# 013799	TRUCKPRO - KNOXVILLE	154.49
55700	506	11/30/01	Ck# 013758	ST. PAUL COMPANIES	1815.28
55700	511	11/30/01	Ck# 013758	ST. PAUL COMPANIES	1452.22
55700	513	11/30/01	Ck# 013755	LIBERTY MUTUAL INSURANCE GROUP	2234.00
55700	718	12/07/01	Ck# 013760	SUNTRUST BANK, EAST TN	191.67
55700	SUPERVISOR			Total:	23 88265.36
116 SOLID WASTE/SANITATION (116)					Total: 23 88265.36

ACCT	OBJ	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
56700	307	11/30/01	Ck# 000568	AT & T	40.45
56700	307	12/14/01	Ck# 000573	BELLSOUTH	198.84
56700	316	12/07/01	Ck# 000572	SUNTRUST BANK, EAST TN	198.05
56700	412	12/06/01	Ck# 000576	PIONEER PETROLEUM	107.84
56700	415	12/14/01	Ck# 000574	MORRISTOWN UTILITIES	5.50
56700	425	11/30/01	Ck# 000569	FUELMAN TENNESSEE	274.59
56700	454	12/06/01	Ck# 000577	TIDI WASTE SYSTEMS	247.80
56700	506	11/30/01	Ck# 000571	ST. PAUL COMPANIES	900.50
56700	513	11/30/01	Ck# 000570	LIBERTY MUTUAL INSURANCE GROUP	358.00
56700	599	12/14/01	Ck# 000575	STATE OF TENNESSEE	80.00
56700	PARK			Total:	10 2411.57
209 CHEROKEE PARK					Total: 10 2411.57

NOTARIES AND BONDSMEN

Motion by Larry Baker, seconded by Guy Collins that the following notaries and their bondsmen be approved.

Voting for: all Voting against: none

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As Clerk of the County of Hamblen, Tennessee,
I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
NOTARY PUBLIC DURING THE December, 2001 MEETING OF THE GOVERNING BODY:

NAME <small>(PRINT OR TYPE)</small>	HOME ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>	BUSINESS ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>
Peggy S. Hawkins Western Surety	1701 Mullins Rd. Russellville, TN 37860 423-235-0012	406 East Main St. Morristown, TN 37814 423-586-8428
Beverly A. Zain Randall Johnson Tom Hyde	1351 Daniel Boone Dr. Morristown, TN 37814 423-587-3551	1137 W. First North St. Morristown, TN 37814 423-581-2020
Mary S. Burke Jerry W. Burke Ron Ailey	4190 Terri Street Morristown, TN 37814 423-586-5226	774 Kidwell's Ridge Rd. Morristown, TN 37816 423-581-4966
Baron Gable Holt Masengill - McCrary - Gregg Co.	449 E. Sunset Hills Morristown, TN 37814 423-581-8220	N/A 423-312-6850
Janis B. Holt Masengill - McCrary - Gregg Co.	449 E. Sunset Hills Morristown, TN 37814 423-581-8220	4780 West Andrew Johnson Hwy. Morristown, TN 37814 423-581-8881
Sherry D. Lupien Jim Hipshire Roger Carson	2545 Phillip Lane Russellville, TN 37860 423-586-9689	511 W. Second North St. Morristown, TN 37814 423-586-1852
Otis K. Cantwell Sara Mullins Shannon Greene	711 Lakeshore Rd. Talbot, TN 37877 423-587-5558	PO Box 1757 Morristown, TN 37814 423-587-0638
S. David Britton Tina Turley Paula Smith	212 North Jackson St. Morristown, TN 37814 423-587-6930	PO Box 1953 Morristown, TN 37816 423-587-6930
Charles N. Abee Tom Griffith Loren Miller	1844 Bluebird Circle Morristown, TN 37814 423-581-8000	1058 S. Cumberland St. Morristown, TN 37813 423-587-1040
Josephine R. Gronewald Masengill - McCrary - Gregg Co.	1440 Darbee Dr. Morristown, TN 37814 423-581-8541	534 E. First North St. Morristown, TN 37814 423-587-4500
Lesa W. Reed Strate Insurance Group	3447 Chris Circle Morristown, TN 37814 423-586-1256	908 W. Fourth North St. Morristown, TN 37814 423-586-4231 Ext. 377
Toby F. Pearson Western Surety Co.	1522 Sherwood Dr. Morristown, TN 37814 423-581-8591	534 E. First North St. Morristown, TN 37814 423-587-4500
Linda K. Hayes U. S. F. & G.	Route 2, Box 19 Thorn Hill, TN 37881 865-767-2876	1032 West First North St. Morristown, TN 37814 423-586-1128
Kristine Lee Baker Western Surety	3016 Valley Home Rd. Morristown, TN 37813 423-581-3204	606 W. Main St., Suite 101 Knoxville, TN 37919 865-546-7477
Connie G. Trobaugh Clinton R. Anderson Sam Jack Anderson	5012 Woodbury Court Morristown, TN 37813 423-581-2321	508 West Second North St. Morristown, TN 37814 423-586-4971
Marcia S. Jenkins Southern States Ins.	1045 Panther Creek Rd. Morristown, TN 37814 423-581-3935	1730 West Andrew Johnson Hwy. Morristown, TN 37814 423-586-8021
Ramona J. Elkins State Farm Insurance	473 Ashland Oaks Dr. Morristown, TN 37814 423-587-3191	1611 W. Andrew Johnson Hwy. Morristown, TN 37814 423-586-2171
Sandra K. Tolliver State Farm Insurance	1963 Shinbone Rd. Russellville, TN 37860 423-586-1238	PO Box 747 Morristown, TN 37815 423-318-2615
Maxine R. Craig Michelle Bacon Phillip Bacon	1339 Appalachian Trace Morristown, TN 37814 423-587-6213	442 E. Economy Road Morristown, TN 37814 423-587-3189



Linda Wilder/m.s.
SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As Clerk of the County of Hamblen, Tennessee,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE December, 2001 MEETING OF THE GOVERNING BODY:

NAME <small>(PRINT OR TYPE)</small>	HOME ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODE)</small>	BUSINESS ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODE)</small>
Delores Stout	2954 Emerald Ave. Morristown, TN 37814 423-586-2719	511 W. Second North St. Morristown, TN 37814 423-586-1931
Karen Rich		
Sharee Long		
Carmen Sharee Long	3077 Waters Edge Dr. Morristown, TN 37814 423-586-2218	511 W. Second North St. Morristown, TN 37814 423-586-1931
Delores Stout		
Karen Rich		
Amanda E. Simerly	6193 Silver Fox Trail Talbot, TN 37877 423-586-7755	511 W. Second North St. Morristown, TN 37814 423-586-1931
Karen Rich		
Sharee Long		



Linda Wilder/m.s.
SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE
December 14, 2001
DATE

BOND APPROVAL-CLERK AND MASTER

Motion by Joe Spoone, seconded by Eldridge Bryant that the following bond for Kathy Jones-Terry, clerk and master, be approved.

Voting for: all

Voting against: none

DEMOLITION OF OLD JAIL

Motion by Donald Gray, seconded by Larry Baker to accept a bid of \$18,760. from Burnett Demolition for the demolition of the old jail. The exact costs of the asbestos removal will be negotiated by the County Executive's office.

Voting for: all

Voting against: none

RESOLUTION-BOND SWAP

Motion by Herbert Harville, seconded by Tony Sizemore to approve the following resolution.

Voting for

Larry Baker

Maudie Briggs

Eldridge Bryant

Guy Collins

Lyle Doty

Doyle Fullington

Donald Gray

Herbert Harville

Bud Jones

Frank Parker

Bobby Reinhardt

Tony Sizemore

Joe Spoone

Katy Tindall

Voting against

None

A RESOLUTION AUTHORIZING AND APPROVING VARIOUS SWAP AGREEMENTS IN CONNECTION WITH CERTAIN OUTSTANDING LOAN AGREEMENTS ENTERED INTO BY HAMBLEN COUNTY, TENNESSEE AND APPROVING THE EXECUTION AND DELIVERY OF THE VARIOUS OTHER DOCUMENTS RELATING TO THE FOREGOING.

WHEREAS, Hamblen County, Tennessee (the "County") and The Public Building Authority of Sevier County, Tennessee (the "Sevier County Authority") have heretofore executed and delivered a Series III-D-2 Loan Agreement (the "Series III-D-2 Loan Agreement"), dated as of January 1, 1999, in the amount of \$10,000,000, authorized by a resolution adopted by the Board of County Commissioners of the County on January 22, 1998, as supplemented and amended on January 21, 1999 and January 20, 2000 (collectively, the "Amended 1998 Resolution"), which was funded from proceeds derived from the issuance of a like amount of Local Government Public Improvement Bonds, Adjustable Rate Series III-D-2 (the "Series III-D-2 Bonds"), issued by the Sevier County Authority; and

WHEREAS, the County and the Sevier County Authority have heretofore executed and delivered a Series IV-B-3 Loan Agreement (the "Series IV-B-3 Loan Agreement"), dated as of January 1, 2000, in the amount of \$10,000,000, authorized by the Amended 1998 Resolution which was funded from proceeds derived from the issuance of a like amount of Local Government Public Improvement Bonds, Series IV-B-3 (the "Series IV-B-3 Bonds") issued by the Sevier County Authority; and

WHEREAS, the County and the Blount County Authority have heretofore executed and delivered a Series A-2-B Loan Agreement (the "Series A-2-B Loan Agreement"), dated as of June 1, 2001, in the amount of \$10,000,000, authorized a resolution adopted on May 24, 2001 (the "2001

Resolution"), which was funded from proceeds derived from the issuance of a like amount of Local Government Public Improvement Bonds, Series A-2-B (the "Series A-2-B Bonds") issued by the Blount County Authority; and

WHEREAS, the County and the Blount County Authority have heretofore executed and delivered a Series A-2-C Loan Agreement (the "Series A-2-C Loan Agreement"), dated as of June 1, 2001, in the amount of \$10,000,000, authorized by the 2001 Resolution, which was funded from proceeds derived from the issuance of a like amount of Local Government Public Improvement Bonds, Series A-2-C (the "Series A-2-C Bonds") issued by the Blount County Authority; and

WHEREAS, the Series III-D-2 Bonds, the Series IV-B-3 Bonds, the Series A-2-B Bonds, and the Series A-2-C Bonds (collectively the "Bonds") all bear interest at a variable rate; and

WHEREAS, in order to reduce its exposure to changes in interest rates, the County has requested that the Sevier County Authority enter into a Swap Agreement (as defined in the Amended Series III-D-2 Resolution and the Series IV-B-3 Resolution, collectively the "Sevier Resolutions") with respect to the Series III-D-2 and Series IV-B-3 Bonds (Collectively the "Sevier Bonds") and that the Blount County Authority enter into a Swap Agreement (as defined in the Series A-2-B Resolution and the Series A-2-C Resolution) with respect to the Series A-2-B Bonds and Series A-2-C Bonds (collectively, the Series A Bonds") resulting in payment by the Authority of a fixed rate of interest to a Swap Counterparty (as defined in the Series III-D-2 Loan Agreement, Series IV-B-3 Loan Agreement, the Series A-2-B Loan Agreement, and the Series A-2-C Loan Agreement, collectively the "Loan Agreements") and a variable rate of interest to be paid by the Swap Counterparty; and

WHEREAS, since the adoption of the Resolutions, the Funding Board of the State (the

“Funding Board”) has issued guidelines (the "Guidelines") relating to interest rate swap agreements;
and

WHEREAS, the County, the Sevier County Authority and the Blount County Authority each have submitted a request for a report of compliance to the State Director of Local Finance as required by the Guidelines and by Tennessee Code Annotated, Section 12-10-111 which has been filed with the County Clerk and which shall be included in the record of this meeting; and

WHEREAS, the State Director has issued his report of compliance with respect to the proposed Swap Agreements in connection with the Bonds which report has been filed with the County Clerk and which shall be included in the record of this meeting; and

WHEREAS, for the purposes of authorizing Swap Agreements in connection with the Bonds and the execution of such documents and certificates as shall be necessary to consummate the delivery of each Swap Agreement and approving the terms and conditions of the Swap Agreements, the Board of County Commissioners of the County adopts this Resolution.

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

Section 1. Approval of Swap Agreements. It is hereby determined to be in the best interest of the County to reduce its exposure to changes in interest rates by directing the Sevier County Authority to enter into Swap Agreements with respect to all or a portion of the Sevier Bonds and the Blount County Authority to enter into Swap Agreements with respect to all or a portion of the Series A Bonds. Each Swap Agreement shall provide for payment of a fixed rate of interest on the respective Bonds from payments made under the respective Loan Agreements and for payment of

a variable rate of interest to be made by the Swap Counterparty (as defined in the Resolutions and the Loan Agreements).

The provisions relating to Swap Agreements in the Resolutions previously adopted are hereby ratified and affirmed with respect to the Bonds and the related Loan Agreements, provided, however, each Swap Agreement shall provide for payment of a fixed rate not to exceed five and one-half percent (5.50%) and provided further (to the extent not otherwise provided in the Resolutions) that the variable rate to be paid by the Counterparty may be established based upon LIBOR or a percentage thereof in addition to the other methods for determining the variable rate set forth in the Resolutions as shall be approved by the Sevier County Authority and the Blount County Authority with respect to the related Series of Bonds as confirmed by the County Executive and County Clerk.

Payments to be made under each Swap Agreement shall be made from sources identified in the Resolutions and in the Loan Agreements. Cumberland Securities, Division of Morgan Keegan & Company, Inc. ("Cumberland") and TN-LOANS Program Administrators, Inc. (the "Administrator") are hereby authorized to negotiate the terms and conditions of each Swap Agreement in conformance with the provisions of this resolution, subject to confirmation by the County Executive and County Clerk. Subject to compliance with the applicable provisions of the laws of the State of Tennessee and the guidelines of the Funding Board of the State of Tennessee, the County Executive and County Clerk on behalf of the County Commission, working with Cumberland and the Administrator are hereby authorized, empowered and directed hereunder to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Swap Agreement as it relates to a Series of Bonds issued in

connection with a Loan Agreement. The execution of the confirmation of the Swap Agreement, approving the terms and conditions of the Swap Agreement by the County Executive and County Clerk shall constitute conclusive evidence of their approval of the final terms and conditions of the Swap Agreement and, to the extent permitted by applicable law, no further action shall be required by the Board of County Commissioners of the County.

Section 2. Additional Authorizations. All acts and doings of the County Executive and County Clerk of the County and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of each Swap Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 3. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 20th day of December, 2001.

/s/ Maudie Briggs
Chair

/s/ David W. Purkey
County Executive


ATTEST:

/s/ Linda Wilder
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Linda Wilder, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on December 20, 2001; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to interest rate swap agreements and outstanding loans of the County.

WITNESS my official signature and seal of said County on this the 9th day of January,
2002.


County Clerk

(SEAL)

Exhibit A

INTEREST RATE AGREEMENT INFORMATION SHEET

General Information [Guidelines, Part II, III(A) and IV(J)]

Name of Governmental Entity: Hamblen County, TN

If Governmental Entity is Public Building Authority, Name of Borrower or Lessee to Which this Agreement Relates: _____

If Governmental Entity is Borrower or Lessee of a Public Building Authority to Which this Agreement Relates, name of Public Building Authority: PBA of Sevier County, TN

Name of Chief Executive Officer of Governmental Entity: David Purkey, County Executive & CEO

Educational training: (course name, provider, date , number of hours attended) _____

(TN Educational Swap Presentation, (Morgan Keegan, Bass, Berry & Sims, PFM), 10-09-01, 8.0 hrs)

Name of Chief Financial Officer of Governmental Entity: _____

Educational training: (course name, provider, date , number of hours attended) _____

Authorizing Statute for Interest Rate Agreement [Guidelines, Part III(C)]

- Section 7-34-109 authorizing Interest Rate Agreement for Municipal Utilities
- Section 7-39-305 authorizing Interest Rate Agreement for Energy Acquisition Corporations
- Section 7-82-502 authorizing Interest Rate Agreement for Utility Districts
- Section 9-21-213 authorizing Interest Rate Agreement for Governmental Entity General Obligation bonds and Citizens Bonds
- Section 9-21-305 authorizing Interest Rate Agreement for Governmental Entity Revenue Bonds
- Section 9-21-602 authorizing Interest Rate Agreement for Governmental Entity Capital Outlay Notes
- Section 9-21-907 authorizing Interest Rate Agreement for Governmental Entity General Obligation Refunding Bonds
- Section 9-21-1006 authorizing Interest Rate Agreement for Governmental Entity Revenue Refunding Bonds
- Section 12-10-111 authorizing Interest Rate Agreement for Public Building Authority Bonds
- Section 12-10-116 authorizing Interest Rate Agreement for leases, loan agreements, sales contracts or operating contracts between a Governmental Entity and a Public Building Authority

Type of Interest Rate Agreement:

- Interest Rate Swap Agreement
 - Interest Rate Collar
 - Interest Rate Floor
 - Interest Rate Cap
 - Other type of Interest Rate Agreement (describe below and attach agreement or sample) _____
-
-

Is the Interest Rate Agreement an option to enter into or cancel an Interest Rate Agreement in the future? Yes No

If yes, when may the option be exercised? _____

Will the Governmental Entity's obligations under the Interest Rate Agreement start in the future (i.e., a "forward agreement")? Yes No

Indicate the dates pertaining to the Interest Rate Agreement:

Earliest starting date: 12/01/01 Final termination date: 06/01/17

Condition(s) for Entering into an Interest Rate Agreement [Guidelines, Part IV(A)]

1. Purpose for entering into interest rate agreement:

- Reduce the Governmental Entity's exposure to changes in interest rates with respect to a borrowing.
- Manage the Governmental Entity's interest rate risk, taking into account that variations in the level and or structure of interest rates can cause the market value of the Governmental Entity's assets to fall by more or rise by less than the market value of the Entity's liabilities.
- Reduce the net cost of borrowing with respect to related obligations.
- Accomplish the following described purpose. _____

The Borrower is swapping its variable rate exposure to a fixed rate

2. Provide appropriate analysis and other information necessary to demonstrate how the purpose indicated above will be accomplished. Further provide an analysis of the benefits weighed against the risks assumed. (Attach analysis and information to this form)

See Attachment A

3. Will the indebtedness be incurred or authorized contemporaneously with entering into the Interest Rate Agreement?

- Yes No

Is the Agreement contingent on the issuance of such debt?

- Yes No

4. Describe specifically the indebtedness with respect to which the Interest Rate Agreement relates: See Attachment B

5. If this pertains to an Interest Rate Swap Agreement (whether current, forward or option), indicate type:

Fixed to floating Floating to fixed

Procurement of Interest Rate Agreements [Guidelines, Part IV(B)]

How will Counterparty be selected?

Competitively Negotiated

Form of Documentation [Guidelines, Part IV(C)]

International Swaps and Derivatives Association, Inc. Standard Documentation

Other Documentation (subject to approval by the Comptroller of the Treasury): Attach explanation of reasons for using documents other than ISDA documents and submit example of such documents. Also submit detailed description of variances from ISDA documents and effect of such variances on Governmental Entity.

Risks Associated with Interest Rate Agreement [Guidelines, Part IV(D)]

The undersigned represents that the following risks are associated with the agreement and recognizes that the Governmental Entity is assuming such risks. The undersigned shall identify the benefits to the Governmental Entity in assuming such risks. Brief descriptions of such risks are set forth below:

Tax Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Basis Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Termination Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Tail Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Liquidity Renewal Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Market Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Leverage Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

Description of Risks:

"Tax Risk" - The risk that changes or proposed changes in tax laws or events relating to the tax-exempt status of the Governmental Entity's obligations or of tax-exempt obligations generally will cause interest rates on the debt of the Governmental Entity to increase.

"Basis Risk" - The risk that the interest rate payable by a Governmental Entity on floating rate debt may not exactly coincide with payment made to the Governmental Entity pursuant to an interest rate swap based upon a floating rate index.

"Termination Risk" - The risk that the Governmental Entity may have to pay a substantial sum of money if either the Governmental Entity or the Counterparty chooses to terminate an Interest Rate Agreement prior to its otherwise stated termination date or if the Agreement terminates for some other reason, including the occurrence of an event of default or a termination event in respect of either party to the Agreement.

"Tail Risk" - The risk that the term of the Interest Rate Agreement does not coincide with the term of the related obligations, thereby subjecting the Governmental Entity to additional interest rate risk.

"Liquidity Renewal Risk" - The risk to a Governmental Entity with variable rate bonds that the liquidity facility for the bonds will terminate or expire prior to the maturity of the bonds resulting in higher costs for the Governmental Entity or the risk of inability to secure a replacement facility.

"Market Risk" - The risk to a Governmental Entity of rising/falling interest rates.

"Leverage Risk" - The enhanced risk inherent in certain Interest Rate Agreements which, by their terms, leverage or multiply the risks undertaken.

Counterparty Information [Guidelines, Part IV(E)]

1. Will Counterparty have a counterparty rating or a long-term debt rating of "A" or better from a nationally recognized ratings service?
Yes No

2. If answer to first question is no, will Counterparty provide:
 A surety for its obligations with a long-term debt rating of "A" or better.
 A guarantor with a long-term debt rating of "A" or better.
(Attach appropriate documentation for surety or guarantor long term debt rating)
See Attachment C

3. If answer to the previous question is no, will Counterparty provide collateral with market value at least 102% of the termination value?
Yes No

Credit Enhancement, Liquidity and Reserves [Guidelines, Part IV(F)]

The Guideline do not require the Governmental Entity or Counterparty to obtain credit enhancement or a liquidity facility nor maintain any reserves in connection with an Interest Rate Agreement, except in those cases where the Counterparty is required to provide collateral, guaranty or surety to secure the termination value of an Interest Rate Agreement.

1. Is the Counterparty required to provide collateral, guaranty, or surety to secure the termination value of the Interest Rate Agreement?
Yes No
2. If yes, please attach additional information concerning the collateral, guaranty or surety used to secure the termination value of the transaction.

Financial Statement Reporting [Guidelines, Part IV(G)]

The Governmental Entity understands it shall account for the Interest Rate Agreement through generally accepted governmental accounting principles and will discuss with its accountant or auditor the accounting treatment required for the Agreement.

Yes No

Financial Monitoring Process [Guidelines, Part IV(H)]

1. Name of employee/position responsible for monitoring:

County Executive/CEO

2. If a third party is to be used, provide information concerning the third party and their qualifications. Corporate Bond Trustee, Regions Bank is a \$46 billion multi-state financial institution with corporate trust accounts in excess of \$20 billion who oversees hundreds of Tennessee trust accounts.

3. Attach to the form a description of the process for monitoring and reviewing the valuations.

See Attachment D

4. Is the process in place?

Yes No

5. What is the frequency of monitoring?

Weekly Monthly Other _____

6. Frequency of reporting monitoring results to Chief Executive Officer/Chief Financial Officer?

Weekly Monthly Other _____

Application and Source of Payments [Guidelines, Part IV(I)]

1. Will a nonperiodic payment be received in connection with entering into or performing under an interest rate agreement?

Yes No

a) If yes, has a nationally recognized bond counsel been consulted as to the existence of restrictions on the application or investment of such payment?

Yes No

b) If no, will the Governmental Entity consult with such bond counsel that no such restrictions exist?

Yes No

2. What are the sources for payments including nonperiodic payments to be identified in the Interest Rate Agreement? N/A

Information Provided By:

Name: 

Title: County Executive & CEO

Mailing Address: 511 West 2nd North St., Morristown, TN 37814

E-mail Address: krich@co.hamblen.tn.us

Phone: 423-586-1931

Fax: 423-585-4699

(Must be executed by Chief Executive Officer or Chief Financial Officer)

APPENDIX A

INTEREST RATE AGREEMENT INFORMATION SHEET

General Information [Guidelines, Part II, III(A) and IV(J)]

Name of Governmental Entity: Hamblen County, TN

If Governmental Entity is Public Building Authority, Name of Borrower or Lessee to Which this Agreement Relates: _____

If Governmental Entity is Borrower or Lessee of a Public Building Authority to Which this Agreement Relates, name of Public Building Authority: PBA of Blount County, TN

Name of Chief Executive Officer of Governmental Entity: David Purkey, County Executive & CEO

Educational training: (course name, provider, date , number of hours attended) _____

(TN Educational Swap Presentation, (Morgan Keegan, Bass, Berry & Sims, PFM), 10-09-01, 8.0 hrs)

Name of Chief Financial Officer of Governmental Entity: _____

Educational training: (course name, provider, date , number of hours attended) _____

Authorizing Statute for Interest Rate Agreement [Guidelines, Part III(C)]

- Section 7-34-109 authorizing Interest Rate Agreement for Municipal Utilities
- Section 7-39-305 authorizing Interest Rate Agreement for Energy Acquisition Corporations
- Section 7-82-502 authorizing Interest Rate Agreement for Utility Districts
- Section 9-21-213 authorizing Interest Rate Agreement for Governmental Entity General Obligation bonds and Citizens Bonds
- Section 9-21-305 authorizing Interest Rate Agreement for Governmental Entity Revenue Bonds
- Section 9-21-602 authorizing Interest Rate Agreement for Governmental Entity Capital Outlay Notes
- Section 9-21-907 authorizing Interest Rate Agreement for Governmental Entity General Obligation Refunding Bonds
- Section 9-21-1006 authorizing Interest Rate Agreement for Governmental Entity Revenue Refunding Bonds
- Section 12-10-111 authorizing Interest Rate Agreement for Public Building Authority Bonds
- Section 12-10-116 authorizing Interest Rate Agreement for leases, loan agreements, sales contracts or operating contracts between a Governmental Entity and a Public Building Authority

Type of Interest Rate Agreement:

- Interest Rate Swap Agreement
- Interest Rate Collar
- Interest Rate Floor
- Interest Rate Cap
- Other type of Interest Rate Agreement (describe below and attach agreement or sample) _____

Is the Interest Rate Agreement an option to enter into or cancel an Interest Rate Agreement in the future? Yes No

If yes, when may the option be exercised? _____

Will the Governmental Entity's obligations under the Interest Rate Agreement start in the future (i.e., a "forward agreement")? Yes No

Indicate the dates pertaining to the Interest Rate Agreement:
Earliest starting date: 12/01/01 Final termination date: 06/01/25

Condition(s) for Entering into an Interest Rate Agreement [Guidelines, Part IV(A)]

1. Purpose for entering into interest rate agreement:
 - Reduce the Governmental Entity's exposure to changes in interest rates with respect to a borrowing.
 - Manage the Governmental Entity's interest rate risk, taking into account that variations in the level and or structure of interest rates can cause the market value of the Governmental Entity's assets to fall by more or rise by less than the market value of the Entity's liabilities.
 - Reduce the net cost of borrowing with respect to related obligations.
 - Accomplish the following described purpose. _____
The Borrower is swapping its variable rate exposure to a fixed rate

2. Provide appropriate analysis and other information necessary to demonstrate how the purpose indicated above will be accomplished. Further provide an analysis of the benefits weighed against the risks assumed. (Attach analysis and information to this form)
See Attachment A

3. Will the indebtedness be incurred or authorized contemporaneously with entering into the Interest Rate Agreement?
 Yes No
Is the Agreement contingent on the issuance of such debt?
 Yes No

4. Describe specifically the indebtedness with respect to which the Interest Rate Agreement relates: See Attachment B

5. If this pertains to an Interest Rate Swap Agreement (whether current, forward or option), indicate type:

Fixed to floating Floating to fixed

Procurement of Interest Rate Agreements [Guidelines, Part IV(B)]

How will Counterparty be selected?

Competitively Negotiated

Form of Documentation [Guidelines, Part IV(C)]

International Swaps and Derivatives Association, Inc. Standard Documentation

Other Documentation (subject to approval by the Comptroller of the Treasury): Attach explanation of reasons for using documents other than ISDA documents and submit example of such documents. Also submit detailed description of variances from ISDA documents and effect of such variances on Governmental Entity.

Risks Associated with Interest Rate Agreement [Guidelines, Part IV(D)]

The undersigned represents that the following risks are associated with the agreement and recognizes that the Governmental Entity is assuming such risks. The undersigned shall identify the benefits to the Governmental Entity in assuming such risks. Brief descriptions of such risks are set forth below:

Tax Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Basis Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Termination Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Tail Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Liquidity Renewal Risk	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Market Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Leverage Risk	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

Description of Risks:

"Tax Risk" - The risk that changes or proposed changes in tax laws or events relating to the tax-exempt status of the Governmental Entity's obligations or of tax-exempt obligations generally will cause interest rates on the debt of the Governmental Entity to increase.

"Basis Risk" - The risk that the interest rate payable by a Governmental Entity on floating rate debt may not exactly coincide with payment made to the Governmental Entity pursuant to an interest rate swap based upon a floating rate index.

"Termination Risk" - The risk that the Governmental Entity may have to pay a substantial sum of money if either the Governmental Entity or the Counterparty chooses to terminate an Interest Rate Agreement prior to its otherwise stated termination date or if the Agreement terminates for some other reason, including the occurrence of an event of default or a termination event in respect of either party to the Agreement.

"Tail Risk" - The risk that the term of the Interest Rate Agreement does not coincide with the term of the related obligations, thereby subjecting the Governmental Entity to additional interest rate risk.

"Liquidity Renewal Risk" - The risk to a Governmental Entity with variable rate bonds that the liquidity facility for the bonds will terminate or expire prior to the maturity of the bonds resulting in higher costs for the Governmental Entity or the risk of inability to secure a replacement facility.

"Market Risk" - The risk to a Governmental Entity of rising/falling interest rates.

"Leverage Risk" - The enhanced risk inherent in certain Interest Rate Agreements which, by their terms, leverage or multiply the risks undertaken.

Counterparty Information [Guidelines, Part IV(E)]

1. Will Counterparty have a counterparty rating or a long-term debt rating of "A" or better from a nationally recognized ratings service?
Yes No

2. If answer to first question is no, will Counterparty provide:
 A surety for its obligations with a long-term debt rating of "A" or better.
 A guarantor with a long-term debt rating of "A" or better.
(Attach appropriate documentation for surety or guarantor long term debt rating)
See Attachment C

3. If answer to the previous question is no, will Counterparty provide collateral with market value at least 102% of the termination value?
Yes No

Credit Enhancement, Liquidity and Reserves [Guidelines, Part IV(F)]

The Guideline do not require the Governmental Entity or Counterparty to obtain credit enhancement or a liquidity facility nor maintain any reserves in connection with an Interest Rate Agreement, except in those cases where the Counterparty is required to provide collateral, guaranty or surety to secure the termination value of an Interest Rate Agreement.

1. Is the Counterparty required to provide collateral, guaranty, or surety to secure the termination value of the Interest Rate Agreement?
Yes No
2. If yes, please attach additional information concerning the collateral, guaranty or surety used to secure the termination value of the transaction.

Financial Statement Reporting [Guidelines, Part IV(G)]

The Governmental Entity understands it shall account for the Interest Rate Agreement through generally accepted governmental accounting principles and will discuss with its accountant or auditor the accounting treatment required for the Agreement.

Yes No

Financial Monitoring Process [Guidelines, Part IV(H)]

1. Name of employee/position responsible for monitoring:

County Executive/CEO

2. If a third party is to be used, provide information concerning the third party and their qualifications. Corporate Bond Trustee, Regions Bank is a \$46 billion multi-state financial institution with corporate trust accounts in excess of \$20 billion who oversees hundreds of Tennessee trust accounts.

3. Attach to the form a description of the process for monitoring and reviewing the valuations.

See Attachment D

4. Is the process in place?

Yes No

5. What is the frequency of monitoring?

Weekly Monthly Other _____

6. Frequency of reporting monitoring results to Chief Executive Officer/Chief Financial Officer?

Weekly Monthly Other _____

Application and Source of Payments [Guidelines, Part IV(I)]

1. Will a nonperiodic payment be received in connection with entering into or performing under an interest rate agreement?

Yes No

a) If yes, has a nationally recognized bond counsel been consulted as to the existence of restrictions on the application or investment of such payment?

Yes No

b) If no, will the Governmental Entity consult with such bond counsel that no such restrictions exist?

Yes No

2. What are the sources for payments including nonperiodic payments to be identified in the Interest Rate Agreement? N/A

Information Provided By:

Name: Daniel W. Krich

Title: County Executive & CEO

Mailing Address: 511 West 2nd North St., Morristown, TN 37814

E-mail Address: krich@co.hamblen.tn.us

Phone: 423-586-1931

Fax: 423-585-4699

(Must be executed by Chief Executive Officer or Chief Financial Officer)



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
DIVISION OF LOCAL FINANCE
SUITE 1700 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-0274
PHONE (615) 401-7976
FAX (615) 532-5232

December 6, 2001

Honorable David W. Purkey
Hamblen County Executive
511 West Second North Street
Morristown, Tennessee 37814

Dear Mr. Purkey:

This will acknowledge receipt on November 21, 2001, of your letter dated November 14, 2001, requesting a report of the Comptroller of the Treasury pursuant to Section 12-10-111, Tennessee Code Annotated (excerpted at the end of this Report) and to Guidelines adopted by the State Funding Board on September 27, 2000, effective October 1, 2000 ("Guidelines") with regard to the execution of documents by the Public Building Authority of Sevier County ("Authority") pertaining to interest rate agreements. We have determined that this request, as supplemented with the information submitted by your financial advisor and bond counsel, substantially complies with the Guidelines. This report of compliance relates to interest rate agreements in the following proposed maximum notional amounts, which equals all or a portion of the currently outstanding principal balance of the applicable Authority's Adjustable Rate Bonds ("AR Bonds") and the relevant Hamblen County ("Local Government Entity") loan agreements funded by such bonds:

Notional Amount: \$ 10,000,000 AR Bonds, Series III-D-2 and Loan Agreement Dated: 01/01/1999
Notional Amount: \$ 10,000,000 AR Bonds, Series IV-B-3 and Loan Agreement Dated: 01/01/2000

The guidelines specify that if the interest rate agreement is executed pursuant to the authority of Section 12-10-111, both the public building authority and the corresponding municipal corporation borrower must separately prepare and submit requests for the report of the Comptroller's Office. Mr. Joe Ayers, Cumberland Securities, Inc., Financial Advisor, and Ms. Karen Neal, Bass Berry & Sims, Bond Counsel, provided additional information requested by this Office. During our review process, we discussed certain matters concerning this request with Mr. Ayres and Ms. Neal. Although we are of the opinion that some of the information included in the request did not specifically address the requirements of the Guidelines, we are satisfied with the information subsequently provided on your behalf concerning the intent of the information in the request. This report of compliance is conditioned on the following understandings:

The outstanding debt obligations of the Authority referred to in the preceding paragraph have been issued pursuant to a variable interest rate program of the Authority funding loan agreements with local government entities;

The proposed agreements will be variable-to-fixed interest rate swap agreements, and are being entered into for the purpose of reducing exposure to changes in interest rates;

The notional principal amount of each interest rate agreement will reduce according to the amortizations of the relevant AR Bonds and loan agreements;

The documentation evidencing the interest rate agreement will be the standard documents prepared by the International Swaps and Derivatives Association, Inc. (ISDA) and executed by the Authority and the Counterparty, approved by the Local Government Entity; additional documents will be executed by the Authority and the Local Government Entity to evidence a pass-through of the interest rate agreement;

Certain risks are being assumed which are associated with these interest rate agreements, and both the Local Government Entity and the Authority have indicated an understanding of these risks;

The counterparty to the interest rate agreements will not have a credit rating in the category of "A" or higher, and pursuant to the Guidelines the counterparty is proposing to collateralize the termination value of the interest rate agreement by executing a guaranty agreement with a provider which has a long-term debt rating equal to or higher than an "A" category;

All interest rate agreements shall be accounted for in your financial statements in accordance with generally accepted accounting principles;

The counterparty, through an agreement with an unrelated third-party entity, will provide monthly mark-to-market calculations indicating the termination value of the interest rate agreement. The process to be followed in monitoring these evaluations has been included in the information supporting the request;

The documentation evidencing the interest rate agreement indicates that your governmental entity has met the educational requirements required by the Guidelines, and that you have at least a basic understanding of the risks and benefits of entering into interest rate agreements;

Prior to execution of any interest rate agreement, you must determine that sufficient funds will be available each fiscal year to make the fixed rate payments due under the interest rate agreement since they may exceed the variable rate payments due on the AR Bonds; and that, should your governmental entity be required to make an early termination payment under the interest rate agreement, sufficient funds will be available to make such payment.

This Report of the Comptroller of the Treasury pursuant to the provisions of Section 12-10-111, Tennessee Code Annotated and Section III(D) of the Guidelines is to be considered conclusive evidence that the submitted request complies with the State Funding Board Guidelines, and no Interest Rate Agreement entered into that is consistent in all material respects with such request and this Report may thereafter be challenged for failure to comply with the Guidelines. Therefore, if you do not agree with any of the statements or understandings expressed in this Report relating to your proposed transactions, you should notify this Office within five (5) business days of receipt of this Report. As stipulated in the Guidelines, "such report of the Comptroller relates only to substantial compliance with the Guidelines and does not relate to the appropriateness of the transaction or the legal authority of the Governmental Entity to enter into the Agreement."

We are hereby requesting that subsequent to the execution of any of the interest rate agreements, the personnel of your governmental entity identified in the request as responsible for reviewing such material, send directly to our office a copy of the monthly mark-to-market calculations submitted by the counterparty. We are also hereby requesting that our office be notified if, subsequent to receiving this Report, your governmental entity determines not to proceed with execution of any of the interest rate agreements referred to in this Report.

Sincerely,



David H. Bowling
Director

Cc: Honorable Jack J. Delozier, Sr., Chairman--The Public Building Authority of Sevier County
Joseph K. Ayres--Cumberland Securities ✓

Section 12-10-111, Tennessee Code Annotated, states as follows:

12-10-111(k). With respect to all or any portion of any issue of bonds and refunding bonds issued hereunder, at any time during the term of the bonds or refunding bonds, and upon receipt of a report of the comptroller of the treasury or the comptroller's designee finding that the contracts and agreements authorized in this subsection are in compliance with the guidelines, rules or regulations adopted or promulgated by the state funding board, an authority, by resolution, may authorize and enter into interest rate swap or exchange agreements, agreements establishing interest rate floors or ceilings or both, and other interest rate hedging agreements under such terms and conditions as the board of the authority may determine, including, without limitation, provisions permitting the authority to pay to or receive from any person or entity any loss of benefits under such agreement upon early termination thereof or default under such agreement. Such a contract or agreement to be entered into by an authority with respect to bonds or refunding bonds issued to fund or finance a lease agreement, loan agreement

or operating contract with a municipal corporation must also be approved by the governing body of the municipal corporation.

12-10-111(l). Prior to the adoption by the governing body of the authority or the governing body of the municipal corporation of a resolution authorizing such contract or agreement, a request shall be submitted to the comptroller of the treasury or the comptroller's designee for a report finding that such contract or agreement is in compliance with the guidelines, rules or regulations of the state funding board. Within fifteen (15) days of receipt of the request, the comptroller of the treasury or the comptroller's designee shall determine whether the contract or agreement substantially complies with the guidelines and shall report thereon to the authority or municipal corporation. If the report of the comptroller of the treasury or the comptroller's designee finds that the contract or agreement complies with the guidelines, rules or regulations of the state funding board or the comptroller of the treasury shall fail to report within the fifteen-day period, then the authority or the municipal corporation may take such action with respect to the proposed contract or agreement as it deems advisable in accordance with the provisions of this section and the guidelines, rules or regulations of the state funding board.



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
DIVISION OF LOCAL FINANCE
SUITE 1700 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-0274
PHONE (615) 401-7976
FAX (615) 532-5232

December 6, 2001

Honorable David W. Purkey
Hamblen County Executive
511 West Second North Street
Morristown, Tennessee 37814

Dear Mr. Purkey:

This will acknowledge receipt on November 21, 2001, of your letter dated November 14, 2001, requesting a report of the Comptroller of the Treasury pursuant to Section 12-10-111, Tennessee Code Annotated (excerpted at the end of this Report) and to Guidelines adopted by the State Funding Board on September 27, 2000, effective October 1, 2000 ("Guidelines") with regard to the execution of documents by the Public Building Authority of Blount County ("Authority") pertaining to interest rate agreements. We have determined that this request, as supplemented with the information submitted by your financial advisor and bond counsel, substantially complies with the Guidelines. This report of compliance relates to interest rate agreements in the following proposed maximum notional amounts, which equals all or a portion of the currently outstanding principal balance of the applicable Authority's Adjustable Rate Bonds ("AR Bonds") and the relevant Hamblen County ("Local Government Entity") loan agreements funded by such bonds:

Notional Amount: \$ 10,000,000 AR Bonds, Series A-2-B and Loan Agreement Dated: 06/01/2001
Notional Amount: \$ 10,000,000 AR Bonds, Series A-2-C and Loan Agreement Dated: 06/01/2001

The guidelines specify that if the interest rate agreement is executed pursuant to the authority of Section 12-10-111, both the public building authority and the corresponding municipal corporation borrower must separately prepare and submit requests for the report of the Comptroller's Office. Mr. Joe Ayers, Cumberland Securities, Inc., Financial Advisor, and Ms. Karen Neal, Bass Berry & Sims, Bond Counsel, provided additional information requested by this Office. During our review process, we discussed certain matters concerning this request with Mr. Ayres and Ms. Neal. Although we are of the opinion that some of the information included in the request did not specifically address the requirements of the Guidelines, we are satisfied with the information subsequently provided on your behalf concerning the intent of the information in the request. This report of compliance is conditioned on the following understandings:

The outstanding debt obligations of the Authority referred to in the preceding paragraph have been issued pursuant to a variable interest rate program of the Authority funding loan agreements with local government entities;

The proposed agreements will be variable-to-fixed interest rate swap agreements, and are being entered into for the purpose of reducing exposure to changes in interest rates;

The notional principal amount of each interest rate agreement will reduce according to the amortizations of the relevant AR Bonds and loan agreements;

The documentation evidencing the interest rate agreement will be the standard documents prepared by the International Swaps and Derivatives Association, Inc. (ISDA) and executed by the Authority and the Counterparty, approved by the Local Government Entity; additional documents will be executed by the Authority and the Local Government Entity to evidence a pass-through of the interest rate agreement;

Certain risks are being assumed which are associated with these interest rate agreements, and both the Local Government Entity and the Authority have indicated an understanding of these risks;

The counterparty to the interest rate agreements will not have a credit rating in the category of "A" or higher, and pursuant to the Guidelines the counterparty is proposing to collateralize the termination value of the interest rate agreement by executing a guaranty agreement with a provider which has a long-term debt rating equal to or higher than an "A" category;

All interest rate agreements shall be accounted for in your financial statements in accordance with generally accepted accounting principles;

The counterparty, through an agreement with an unrelated third-party entity, will provide monthly mark-to-market calculations indicating the termination value of the interest rate agreement. The process to be followed in monitoring these evaluations has been included in the information supporting the request;

The documentation evidencing the interest rate agreement indicates that your governmental entity has met the educational requirements required by the Guidelines, and that you have at least a basic understanding of the risks and benefits of entering into interest rate agreements;

Prior to execution of any interest rate agreement, you must determine that sufficient funds will be available each fiscal year to make the fixed rate payments due under the interest rate agreement since they may exceed the variable rate payments due on the AR Bonds; and that, should your governmental entity be required to make an early termination payment under the interest rate agreement, sufficient funds will be available to make such payment.

This Report of the Comptroller of the Treasury pursuant to the provisions of Section 12-10-111, Tennessee Code Annotated and Section III(D) of the Guidelines is to be considered conclusive evidence that the submitted request complies with the State Funding Board Guidelines, and no Interest Rate Agreement entered into that is consistent in all material respects with such request and this Report may thereafter be challenged for failure to comply with the Guidelines. Therefore, if you do not agree with any of the statements or understandings expressed in this Report relating to your proposed transactions, you should notify this Office within five (5) business days of receipt of this Report. As stipulated in the Guidelines, "such report of the Comptroller relates only to substantial compliance with the Guidelines and does not relate to the appropriateness of the transaction or the legal authority of the Governmental Entity to enter into the Agreement."

We are hereby requesting that subsequent to the execution of any of the interest rate agreements, the personnel of your governmental entity identified in the request as responsible for reviewing such material, send directly to our office a copy of the monthly mark-to-market calculations submitted by the counterparty. We are also hereby requesting that our office be notified if, subsequent to receiving this Report, your governmental entity determines not to proceed with execution of any of the interest rate agreements referred to in this Report.

Sincerely,



David H. Bowling
Director

Cc: Honorable Harry Kidwell, Chairman—Public Building Authority of Blount County
Joseph K. Ayres—Cumberland Securities ✓

Section 12-10-111, Tennessee Code Annotated, states as follows:

12-10-111(k). With respect to all or any portion of any issue of bonds and refunding bonds issued hereunder, at any time during the term of the bonds or refunding bonds, and upon receipt of a report of the comptroller of the treasury or the comptroller's designee finding that the contracts and agreements authorized in this subsection are in compliance with the guidelines, rules or regulations adopted or promulgated by the state funding board, an authority, by resolution, may authorize and enter into interest rate swap or exchange agreements, agreements establishing interest rate floors or ceilings or both, and other interest rate hedging agreements under such terms and conditions as the board of the authority may determine, including, without limitation, provisions permitting the authority to pay to or receive from any person or entity any loss of benefits under such agreement upon early

termination thereof or default under such agreement. Such a contract or agreement to be entered into by an authority with respect to bonds or refunding bonds issued to fund or finance a lease agreement, loan agreement or operating contract with a municipal corporation must also be approved by the governing body of the municipal corporation.

12-10-111(l). Prior to the adoption by the governing body of the authority or the governing body of the municipal corporation of a resolution authorizing such contract or agreement, a request shall be submitted to the comptroller of the treasury or the comptroller's designee for a report finding that such contract or agreement is in compliance with the guidelines, rules or regulations of the state funding board. Within fifteen (15) days of receipt of the request, the comptroller of the treasury or the comptroller's designee shall determine whether the contract or agreement substantially complies with the guidelines and shall report thereon to the authority or municipal corporation. If the report of the comptroller of the treasury or the comptroller's designee finds that the contract or agreement complies with the guidelines, rules or regulations of the state funding board or the comptroller of the treasury shall fail to report within the fifteen-day period, then the authority or the municipal corporation may take such action with respect to the proposed contract or agreement as it deems advisable in accordance with the provisions of this section and the guidelines, rules or regulations of the state funding board.

BUDGET AMENDMENT-JUVENILE COURT

Motion by Larry Baker, seconded by Eldridge Bryant to approve a budget amendment for juvenile court services as follows:

Add \$2040. to account 53500.719 and add \$8,000. to account 53500.309 to cover the cost of a laptop computer, the cost of detention services and to give Juvenile Court Services an additional \$2,000. for future detention services.

Voting for	Voting against
Larry Baker	
Maudie Briggs	
Eldridge Bryant	
Guy Collins	
Lyle Doty	
Donald Gray	
Herbert Harville	
Bud Jones	
Frank Parker	
Bobby Reinhardt	
Tony Sizemore	
Joe Spooone	
Katy Tindall	
Doyle Fullington	

CAPITAL ASSET CLARIFICATION FOR GASB34

Motion by Joe Spooone, seconded by Frank Parker to set the capital asset amount at no less than \$5,000. This will comply with GASB 34 requirement that to county document and depreciate all capital assets purchased.

Voting for: all Voting against: none

RESTATE RESOLUTION TO ADOPT STANDARD BUILDING CODES

Motion by Larry Baker, seconded by Herbert Harville to approve the following resolution.

Voting for: all Voting against: none

**RESTATED RESOLUTION TO ADOPT
STANDARD BUILDING CODES**

A RESTATED RESOLUTION TO ADOPT STANDARD BUILDING CODES RELATING
TO INSPECTION ACTIVITIES OF HAMBLEN COUNTY, TENNESSEE AND
ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES

WHEREAS, the Hamblen County Board of Commissioners, on October 21, 1999, adopted a Resolution adopting various standard building codes published by Southern Building Code Congress International, Inc. relating to inspection activities of Hamblen County, Tennessee and enforcement of building provisions as provided in said codes along with an Appendix B setting forth the schedule of permit fees; and

WHEREAS, the Hamblen County Board of Commissioners adopted an amendment to the original Resolution on December 16, 1999 which incorporated several appendices to the standard building codes which appendices had been unintentionally omitted in the initial Resolution; and

WHEREAS, both the initial Resolution and amendment failed to clarify that it was the intention of Hamblen County to provide inspection services only under the Standard Building Code and Appendix H of the Standard Building Code - 1997 Edition; the Standard Existing Building Code - 1997 Edition; Standard Housing Code - 1997 Edition; Standard Swimming Pool Code - 1997 Edition; and the Standard Unsafe Building Abatement Code - 1985 Edition; and

WHEREAS, it is the desire of the Hamblen County Board of Commissioners to restate the initial Resolution and subsequent amendment thereof to exclude the inspection provisions of all codes except the above enumerated Codes as hereinafter set out; **NOW**

THEREFORE, BE IT ORDAINED, that the Hamblen County Board of Commissioners hereby restates the initial Resolution dated October 21, 1999 and the amendment thereto dated December 16, 1999 and restates said resolutions by hereby adopting by reference the following codes in their entirety, except as otherwise noted:

- Standard Amusement Device Code - 1997 Edition (adopting only Sections 101.1 through 101.5 of Chapter 1)
- Standard Building Code - 1997 Edition (deleting Section 106 only of Chapter 1)
- Appendix A - Weights of Building Materials
- Appendix C - One and Two Family Dwellings
- Appendix D - Standards for Demolition
- Appendix E - Energy Conservation
- Appendix H - Manufactured Homes Tie-Down Standards

LAW OFFICES

Capps, Cantwell, Capps & Byrd

SUITE 201. SunTrust Bank Building

400 WEST MAIN STREET

MORRISTOWN, TENNESSEE 37814

PAUL R. CAPPS (OF COUNSEL)

FRANK P. CANTWELL, JR.

CHRISTOPHER P. CAPPS

DAVID S. BYRD

MAILING ADDRESS

P. O. BOX 1897

MORRISTOWN, TENN. 37816-1897

(423) 586-3083

FAX 586-0513

PARALEGAL:

DELORIS A. MANTOOTH

December 4, 2001

Mr. David W. Purkey
County Executive
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

**IN RE: RESTATED RESOLUTION TO ADOPT STANDARD BUILDING
 CODES**

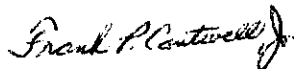
Dear David:

Please find enclosed a Restated Resolution to Adopt Standard Building Codes which I believe needs to be introduced and approved by the Hamblen County Board of Commissioners at its December meeting.

The purpose of this Resolution is to clarify that the county only provides inspection services for the structural portions of the building codes adopted and not for gas, electricity, plumbing or mechanical codes. This Resolution basically deletes those portions of the gas, electrical, plumbing, ^{and mechanical} codes which require permits and inspections. It is my opinion that passage of this Restated Resolution clarifying this point will eliminate possible confusion and potential liability in the future.

If you have any questions concerning any of the matters contained herein, please don't hesitate to contact me.

Very truly yours,



Frank P. Cantwell, Jr.

FPC, JR/mc

Enclosure

cc: Ms. Connie McDowell, County Planner

Standard Existing Building Codes - 1997 Edition
Standard Fire Prevention Code - 1997 Edition
(adopting only Sections 101.1 through 101.3.4 of Chapter 1)
Standard Gas Code - 1997 Edition (adopting only Sections 101.1
through 101.5.4 of Chapter 1)
Standard Housing Code - 1997 Edition
Standard Mechanical Code - 1997 Edition (adopting only Sections
101.1 through 101.5.4 of Chapter 1)
Standard Swimming Pool Code - 1997 Edition
Standard Unsafe Building Abatement Code - 1985 Edition
Standard Plumbing Code - 1997 Edition (adopting only Sections
101.1 through 101.2.9 of Chapter 1)

BE IT FURTHER ORDAINED by the Board of Commissioners of Hamblen County, Tennessee that any matters in said codes which are contrary to existing resolutions of Hamblen County, Tennessee, shall prevail and, to that extent any existing Resolutions to the contrary are hereby repealed in that respect only.

BE IT FURTHER ORDAINED that within said codes, when reference is made to the duties of a certain official named therein, that designated official of Hamblen County, Tennessee who has duties corresponding to those of the named official in said Code shall be deemed to be the responsible official insofar as enforcing the provisions of said codes are concerned.

PASSED AND APPROVED ON THE 20th DAY OF DECEMBER, 2001.

HAMBLEN COUNTY BOARD OF COMMISSIONERS

By: Maudie M. Briggs
Maudie Briggs, Chairman

Attest:

Linda Wilber
County Court Clerk

RESOLUTION TO AUTHORIZE MUTUAL-AID AGREEMENTS

Motion by Herbert Harville, seconded by Eldridge Bryant to approve the following resolution.

Voting for: all

Voting against: none

**RESOLUTION TO AUTHORIZE A MUTUAL-AID AGREEMENT
FOR THE PROVISION OF EMERGENCY ASSISTANCE TO OTHER LOCAL
GOVERNMENTS BY Hamblen COUNTY**

WHEREAS, the legislative body of Hamblen County, Tennessee, recognizes that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other source, transcend political jurisdictional boundaries and that intergovernmental coordination of resources is often the best means to address the disaster, and,

WHEREAS, few, if any, individual local governments have all the resources they may need in all types of emergencies or the capability of delivering the resources to areas where emergencies exist, and,

WHEREAS, the equipment and personnel of several county and/or municipal departments and agencies, including, but not limited to, law enforcement, emergency services, and highway and public works departments, are often of vital importance in responding to disasters, rendering aid and restoring safe means of transportation for residents of affected areas, and,

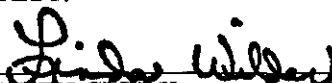
WHEREAS, the General Assembly has provided authority for cooperation between local governments in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through *Tennessee Code Annotated, Section 58-2-112*,

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Hamblen County, Tennessee, meeting in regular session at Morristown, Tennessee, on this 20th day of December, 2001, that;

SECTION 1. The Board of County Commissioners of Hamblen County hereby approves the attached mutual aid agreement entered into with the other contracting local government(s) that are a party to the attached agreement.

SECTION 2. For the purpose of approving or rejecting the provisions of this Resolution, it shall be effective upon being approved by a majority vote of the county legislative body of Hamblen County, Tennessee.

ATTEST:


COUNTY CLERK

APPROVED:


COUNTY EXECUTIVE

This 21 day of Dec, 2001.

MUTUAL-AID AGREEMENT

This agreement entered into this 20th day of December, 2001.

THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

WHEREAS, the General Assembly has provided authority for cooperation between local governments or public agencies in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through *Tennessee Code Annotated, Section 58-2-112*, and

WHEREAS, the undersigned parties to this agreement desire to avail themselves of the authority conferred by these acts, and

WHEREAS, it is the intention of the undersigned parties to establish a predetermined plan and procedures by which each might request and/or render aid to the other(s) in case of an emergency which demands the services of various governmental departments or agencies to a degree beyond the existing capabilities of a single local government or public agency; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this agreement for mutual aid between local governments and public agencies to assure each party of adequate services to address the needs of their residents in times of emergency, and

WHEREAS, the Federal Emergency Management Agency (FEMA) has established, pursuant to Response and Recovery Policy Number 9523.6 - Mutual Aid Agreements for Public Assistance, a requirement that in order for FEMA to reimburse costs arising from disaster assistance provided to one governmental entity by another government, there must be a written agreement requiring the reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. The following terms used in this agreement shall be defined as follows:

“Costs” shall include compensation of employees of the responding party for actual time spent rendering aid pursuant to this agreement as well as travel time and expenses related to such work; mileage and maintenance necessitated on vehicles and equipment used in a response; miscellaneous supplies which are consumed or destroyed in providing emergency assistance; and any other incidental costs agreed to by the parties. Any amount of compensation claimed as a cost of a response by a local government or public agency shall not exceed the actual amount expended for compensation and benefits provided to the individual employees.

“Emergency assistance” means fire fighting assistance, law enforcement assistance, public works assistance, emergency medical assistance, civil defense assistance, or other emergency assistance provided by local governments or public agencies, or any combination or all of these, requested by a local government in an emergency situation in which the resources of the requesting local government are not adequate to respond to the emergency.

“Employee” means any and all paid, volunteer, and auxiliary employees and emergency management services workers of the local government or public agency.

“Local Government” means any incorporated city or town, metropolitan government, county, utility district, metropolitan airport authority, or other regional district or authority. Local government also includes any public agency as defined in *Tennessee Code Annotated, Section § 12-9-103*.

“Requesting party” means a local government which requests emergency assistance.

“Responding party” means a local government which responds to a request for emergency assistance.

Section 2. Procedure for Requesting Assistance. All requests for assistance shall be directed to the chief executive officer, or his or her designee, for the local government from which aid is requested. A responding party will respond to calls for assistance from a requesting party only upon request for such assistance made by the chief executive officer, or his or her designee, of the requesting party.

Section 3. No Duty to Respond. Each party’s response to a request for assistance shall be determined by the chief executive officer of the responding party, or his or her designee, and measured by the severity of the emergency in the requesting party’s jurisdiction as well as the internal emergency services needs of the responding party. This agreement does not create a duty on the part of any local government to respond to a request from another local government for emergency assistance. Therefore, the chief executive officer, or designee, of any government receiving a request for assistance may determine that the government cannot respond to requests for assistance due to existing or anticipated needs in the government’s own jurisdiction. In such event, the chief executive officer, or his or her designee, shall inform the requesting party of the decision not to render emergency assistance.

Section 4. Multiple Requests. In the event that two or more requests for mutual assistance are directed to the same local government at the same time, thereby making compliance with the requests impossible for the responding party, the chief executive officer, or his or her designee, shall determine, based upon a reasonable appraisal of the respective emergencies of the requesting parties, how best to respond and in what manner to respond to the requests. The officer, or his or her designee, shall inform the requesting parties of his or her determination of the government’s ability to render assistance to one or both of the requesting parties.

Section 5. Authority and Jurisdiction of Employees. Pursuant to *Tennessee Code Annotated, Section 58-2-111*, when employees are sent from one jurisdiction to another in response to a request for emergency assistance pursuant to this agreement, those employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the local governments in which they are normally employed. At all times employees of a responding party shall be considered to be employees of the responding party and to be acting within the course and scope of their employment for purposes of the Governmental Tort Liability Act or Worker's Compensation Law of the State of Tennessee.

Section 6. Command and Control of Employees. The senior officer of the requesting party on the scene of the emergency shall be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior officer in command of the responding party unless a different arrangement is determined by the parties in the field to be more advantageous. However, the provisions of this section shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time. The responding party may depart the scene of the emergency at any time at the discretion of the officer in command of the responding party at the scene of the emergency.

Section 7. Liability. Pursuant to *Tennessee Code Annotated, Section 58-2-111*, the requesting party shall not be liable for damages to the equipment or personnel of the responding party in responding to a request for emergency assistance. Furthermore, neither the requesting party nor its employees shall be liable for any damages caused by the negligence of the personnel of the responding party while en route to or returning from the scene of the emergency. Neither the responding party nor its employees shall be liable for any property damage or bodily injury at the actual scene of any emergency due to actions which are performed in responding to a request for emergency assistance.

Section 8. Reimbursement of Costs. Pursuant to the authority found in *Tennessee Code Annotated, Section 58-2-111(c)(4)(B)(iv) and (v)*, to adopt policies and procedures to guide the provision of emergency assistance, and in order to comply with Federal Emergency Management Agency Response and Recovery Policy Number 9523.6, the parties to this agreement are hereby establishing the following provisions regarding compensation for emergency assistance rendered. Under the terms of this agreement, any party responding to a request for emergency assistance shall be entitled to reimbursement of the costs of the emergency assistance rendered. Costs shall be defined as provided in Section 1, above. Pursuant to Section 7, above, costs shall not include damages to personnel or equipment of the responding party. A responding party shall be entitled to reimbursement of costs regardless of whether the event to which the local government responds is declared a major disaster or emergency by the Federal government and regardless of whether Federal or State funds are available to defer the costs of the emergency response.

Section 9. Schedule of Costs. In order to be reimbursed for costs, any responding party due reimbursement for emergency assistance provided shall provide the requesting party with an itemized schedule of costs relating to the emergency assistance within 60 days after the costs are incurred.

Section 10. Cancellation or Revocation of Agreement. A local government may withdraw and cancel its participation in this agreement at the discretion of its Chief Executive Officer upon sixty (60) days written notice to all other undersigned parties.

Section 11. Effect on prior agreements. This agreement shall only supercede any prior existing mutual aid agreements or related contracts between the undersigned local governments or departments or agencies of the undersigned local governments to the extent that it is inconsistent with such prior agreements.

Section 12. Effective Date. This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

In WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

Jurisdiction	Approval Certified by Chief Executive Officer (signature)	Date of Signature	Date of Ratification by Governing Body
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION-GREENE COUNTY MUTUAL AID AGREEMENT

Motion by Frank Parker, seconded by Eldridge Bryant to approve the following resolution.

Voting for: all

Voting against: none

MUTUAL-AID AGREEMENT

This Agreement entered into this _____ day of _____, 2001, by and between Greene County, Tennessee and Hamblen County, Tennessee; and

WHEREAS, the General Assembly has provided authority for cooperation between local governments in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through *Tennessee Code Annotated, Section 58-2-112*; and

WHEREAS, the undersigned parties to this Agreement desire to avail themselves of the authority conferred by these acts; and

WHEREAS, it is the intention of the undersigned parties to establish a predetermined plan and procedures by which each might request and/or render aid to the other(s) in case of an emergency which demands the services of various governmental departments or agencies to a degree beyond the existing capabilities of a single local government; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for mutual aid between local governments to assure each party of adequate services to address the needs of their residents in time of emergency; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has established, pursuant to Response and Recovery Policy Number 9523.6 – Mutual-Aid Agreements for Public Assistance, a requirement that in order for FEMA to reimburse costs arising from disaster assistance provided to one governmental entity by another government, there must be a written Agreement requiring the reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. The following terms used in this Agreement shall be defined as follows:

“Costs” shall include compensation of employees of the responding party for actual time spent rendering aid pursuant to this Agreement as well as travel time and expenses related to such work; mileage and maintenance necessitated on vehicles and equipment used in a response; miscellaneous supplies which are consumed or destroyed in providing emergency assistance; and any other incidental costs agreed to by the parties. Any amount of compensation claimed as a cost of a response by a local government shall not exceed the actual amount expended for compensation and benefits provided to the individual employees.

"Emergency assistance" means fire-fighting assistance, law enforcement assistance, public works assistance, emergency medical assistance, civil defense assistance, or other emergency assistance provided by local governments, or any combination or all of these, requested by a local government in an emergency situation in which the resources of the requesting local government are not adequate to respond to the emergency.

"Employee" means any and all paid, volunteer, and auxiliary employees and emergency management services workers of the local government.

"Local Government" means any incorporated city or town, metropolitan government, county, utility district, metropolitan airport authority, or other regional district or authority.

"Requesting party" means a local government which requests emergency assistance.

"Responding party" means a local government who responds to a request for emergency assistance.

Section 2. Procedure for Requesting Assistance. All requests for assistance shall be Directed to the chief executive officer, or his or her designee, for the local government from which aid is requested. A responding party will respond to calls for assistance from a requesting party only upon request for such assistance made by the chief executive officer, or his or her designee, of the requesting party.

Section 3. No Duty to Respond. Each party's response to a request for assistance shall be determined by the chief executive officer of the responding party, or his or her designee, and measured by the severity of the emergency in the requesting party's jurisdiction as well as the internal emergency services needs of the responding party. Pursuant to *Tennessee Code Annotated, Section 58-2-11(c)(4)*, this contract does not create a duty on the part of any local government to respond to a request from another local government for emergency assistance. Therefore, the chief executive officer, or designee, of any government receiving a request for assistance may determine that the government cannot respond to requests for assistance due to existing or anticipated needs in the government's own jurisdiction. In such event, the chief executive officer shall inform the requesting party of the decision not to render emergency assistance.

Section 4. Multiple Requests. In the event that two or more requests for mutual assistance are directed to the same local government at the same time, thereby making compliance with the requests impossible for the responding party, the chief executive officer, or his or her designee, shall determine, based upon a reasonable appraisal of the respective emergencies of the requesting parties, how best to respond and in what manner to respond to the requests. The officer shall inform the requesting parties of his or her determination of the

government's ability to render assistance to one or both of the requesting parties.

Section 5. Authority and Jurisdiction of Employees. Pursuant to *Tennessee Code Annotated, Section 58-2-111*, when employees are sent from one jurisdiction to another in response to a request for emergency assistance pursuant to this Agreement, those employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the local governments in which they are normally employed. At all times employees of a responding party shall be considered to be employees of the responding party and to be acting within the course and scope of their employment for purposes of the Governmental Tort Liability Act or Workers' Compensation Law of the State of Tennessee.

Section 6. Command and Control of Employees. The senior officer of the requesting party on the scene of the emergency shall be in command of the emergency as to strategy, tactics, and overall direction of the operations. However, the provisions of this section shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time. The responding party may depart the scene of the emergency at any time at the discretion of the officer in command of the responding party at the scene of the emergency.

Section 7. Liability. Pursuant to *Tennessee Code Annotated, Section 58-2-111*, the requesting party shall not be liable for damages to the equipment or personnel of the responding party in responding to a request for emergency assistance. Furthermore, neither the requesting party nor its employees shall be liable for any damages caused by the negligence of the personnel of the responding party while en route to or returning from the scene of the emergency.

Section 8. Reimbursement of Costs. Under the terms of this Agreement, any party responding to a request for emergency assistance shall be entitled to reimbursement of the costs of the emergency assistance rendered. Costs shall be defined as provided in Section 1, above. Pursuant to Section 7, above, costs shall not include damages to personnel or equipment of the responding party. A responding party shall be entitled to reimbursement of costs regardless of whether the event to which the local government responds is declared a major disaster or emergency by the Federal government and regardless of whether Federal or State funds are available to defer the costs of the emergency response.

Section 9. Schedule of Costs. In order to be reimbursed for costs, any responding party due reimbursement for emergency assistance provided shall provide the requesting party with an itemized schedule of costs relating to the emergency assistance.

Section 10. Cancellation or Revocation of Agreement. A local government may withdraw and cancel its participation in this Agreement at the discretion of its Chief Executive Officer upon sixty (60) days written notice to all other undersigned parties.

Section 11. Effect on prior Agreements. This Agreement shall only supercede any prior existing Mutual-Aid Agreements or related contracts between the undersigned local governments or departments or agencies of the undersigned local governments to the extent that it is inconsistent with such prior Agreements.

Section 12. Effective Date. This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

In WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

<u>Jurisdiction</u>	<u>Approval Certified by Chief Executive Officer (signature)</u>	<u>Date of Signature</u>	<u>Date of Ratification by Governing Body</u>
Greene County, Tennessee	_____ Alan Broyles County Executive	_____	_____
Hamblen County, Tennessee	_____ David W. Purkey County Executive	_____	_____

THEREUPON, MEETING ADJOURNED.