This is to certify that these minutes were approved by the Hamblen County Legislative Body on

Stancil Ford, Chairman

Linda Wilder, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body Session for Hamblen, County Tennessee met at its regular monthly meeting on October 22, 2009 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Stancil Ford presiding.

The Legislative Body was opened by Sheriff Esco Jarnagin.

Invocation was given by Rev. Larry Parrott, Pleasant View Baptist Church.

The Pledge of Allegiance was led by Commissioner Nancy Phillips.

Upon roll call the following members were present:

Chair S. Ford	Present	T. Massey	Present	Roll Call
V-C G. Collins	Present	D. Alvis	Present	Discussion
L. Baker	Present	N. Phillips	Present	Voting
R. Bruce	Present	R. Sexton	Present	Results
D. Fullington	Present	J. Spoone	Present	Aggraga
H. Harville	Present	D. Wampler	Present	Setup
P. LeBel	Present	L. Jarvis	Present	Options
Roll Call	Quorum: 8 P	resent Voters: 14	8 YES Needed	>

PROCEDURE FOR ELECTION OF VETERANS SERVICE OFFICER

Motion by Larry Baker, seconded by Dennis Alvis that nominations from commissioners will be taken from submitted names of those who have completed the interviewing process and have met the qualifications to serve as Veteran's Service Officer. The vote was taken off the board.

Voting for: all

Doyle Fullington nominated Charles Rose to serve as Veteran's Service Officer. Joe Spoone nominated Gene Honeycutt to serve as Veteran's Service Officer.

Voting for Rose

Larry Baker

Guy Collins

Stancil Ford

Doyle Fullington

Louis Jarvis

Herbert Harville

Paul Lebel

Tom Massey

Nancy Phillips

Reece Sexton

Dana Wampler

Voting for Honeycutt

Dennis Alvis Ricky Bruce Joe Spoone

CONSENT CALENDAR ITEMS APPROVAL

Motion by Reece Sexton, seconded by Ricky Bruce to approve the consent calendar items.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker		N. Phillips	YES	Voting
R. Bruce	(2) YES	R. Sexton	(M) YES	Teaults
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	YES	Setup
P. LeBel	YES	L. Janvis	YES	Options
2.a.	Passed (14 YES - 0	NO - 0 ABS - 0 Abser	nt) Majority Vote	>

REGULAR CALENDAR ITEMS

Motion by Reece Sexton, seconded by Tom Massey to approve the regular calendar items.

Chair S. Ford	YES	T. Massey	(2) YES	Reli €ali
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker		N. Phillips	YES	Ÿeting
R. Bruce	ACCURACY YES	R. Sexton	(M) YES	
D. Fullington	YES	J. Spoone	γES	Àgenda
L. Hamille		D. Wampler	YES	dutes
P. LeBel	MES.	L. Jarvis	YES	Optiona
2.b.	Passed (14 YES - 0	NO - 0 ABS - 0 Absen	t) Majority Vote	>

CONSENT CALENDAR APPROVAL

Motion by Guy Collins, seconded by Dana Wampler to approve the consent calendar.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	(M) YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
R. Bruce		R. Sexton	A CONTRACTOR OF THE PROPERTY O	Regults
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	(2) YES	Setup
P. LeBel	YES	L. Janis	YES	Options

Passed (14 YES - 0 NO - 0 ABS - 0 Absent) 3.a.

Majority Vote >

CONSENT ORDERS

OCTOBER 22, 2009

Order No.	Title	Placed From
1	Approval of the Previous Month's Minutes – • September 24, 2009	Chairman Stancil Ford
2	Approval of Notaries	County Clerk Linda Wilder
3	Operating Summaries – 9/30/09	Finance Committee
4	Trustee's Funds Report for the Month of August 2009	Finance Committee
5	County Attorney Invoices – September 2009	Finance Committee
6	2009 – 2010 County Mayor's Office Brochure w/ Committee Assignments	Finance Committee
7	Coroner's Reports – September 2009	Public Services Committee
88	Comcast letters	Public Services Committee
9	Morristown-Hamblen Library Board letter & Renovation Budget Analysis	Public Services Committee
10	Thank You letter from Morristown Police Department	Public Safety Committee
11	General Electric Thank You letter	Buildings & Grounds Committee

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
I. LAUHA H CONNATSEH	954 FOREST DRIVE MORRISTOWN TN 37814	423-736-0808	123 MERCHANTS GREENE BLVD MORRISTOWN TN 37814	423-714-1688	WELLS FARGO
2. JENNIFER L DAVIS	628 CARRIE CIRCLE STRAWBERRY PLAINS TN 37871	865-719-3608	700 W 1ST NORTH ST MORRISTOWN TN 37814	423-581-9390	STATE FARM INS /JIM POPE
3. WILL DIXON JR	7480 EARLY RD WHITESBURG TN 37891	423-235-2623	7480 EARLY RD WHITESBURG TN 37891	423-235-2623	STATE FARM INS CO.
	473 ASHLAND OAKS DRIVE MORRISTOWN TN 37813	423-587-3191	2737 WEST A J HWY MORRISTOWN TN 37814	423-586-2171	NOTARY PUBLIC UNDERWRITERS
3 1134 4 GREENE	1734 OLD OAK LANE MORRISTOWN TN 37814	581-4280	PO BOX 11 MORRISTOWN TN 37815	587-5917	FARM BUREAU
N JANK E G LEKEENE	1699 WIND CHASE DR TALBOTT TN 37877	423-736-3925	PO BOX 1757 MORRISTOWN TN 37815	423-587-0638	DEBRA MORELOCK L SAMUEL MULLINS
/ SHANNON W GREENE	1699 WIND CHASE DR TALBOTT TN 37877	423-736-3920	PO BOX 1757 MORRISTOWN TN 37815	423-587-0638	DEBRA MORELOCK L SAMUEL MULLINS
	3242 ENKA HWY MORRISTOWN TN 37813	423-327-0234	304 CENTRAL CHURCH RD MORRISTOWN TN 37814	423-581-3516	STATE FARM
9. VICKI JARNIGAN	873 MEADOW BRANCH BEAN STATION TN 37708	865-993-5578	407 W 5TH NORTH STREET MORRISTOWN TN 37813	423-581-6700	FARM BUREAU
III IAMMY KPAION	330 LIVINGSTON ROAD BEAN STATION TN 37708	423-312-2774	PO BOX 538 RUSSELLVILLE TN 37860	423-586-2932	NOTARY PUBLIC UNDERWRITERS
II. CONNIE D LICHLYTER	426 KETTLE HOLLOW RD RUTLEDGE TN 37861	865-828-4945	225 W 1ST NORTH ST, STE 102 MORRISTOWN TN 37814	423-581-5639	WESTERN SURETY COMPANY
12. HEATHER DAVIS MOORE	5155 CRYSTAL BROOK DRIVE MORRISTOWN TN 37814	423-585-0349	5969 W ANDREW JOHNSON HWY MORRISTOWN TN 37814	423-581-4622	WESTERN SURETY
13. FREDDA MORROW	1425 CENTRAL CHURCH ROAD MORRISTOWN TN 37814	423-581-2834	120 EVANS AVENUE MORRISTOWN TN 37814	423-586-8421	CINCINNATI INSURANCE
14. C ANN PACK	4330 TONI AVENUE MORRISTOWN TN 37813	423-581-1131	503 NORTH JACKSON MORRISTOWN TN 37814	423-318-6400	STRATE INSURANCE
15. SAM J PHILLIPS	339 EASY STREET KINGSPORT TN 37663 KINGSPORT	423-239-5772	2905 CHEROKEE PARK RD MORRISTOWN TN 37814	423-587-5555	WESTERN SURETY CO
	339 EASY STREET KINGSPORT TN 37663	423-239-5772	2905 CHEROKEE PARK RD MORRISTOWN TN 37814	423-587-5555	WESTERN SURETY CO
17. GLENDA SUE RHEA	3756 BRIGHTS PIKE MORRISTOWN TN 37814	839-2311	837 WEST FIRST NORTH ST MORRISTOWN TN 37814	581-2008	TOM STRAIT AGENCY

Hrida Wilder

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

DATE

CERTIFICATE OF ELEC. IN OF NOTARIES PUBLIC

AS A 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 OCT., 2009 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS $^{\prime}$	BUSINESS PHONE	SURETY
18. CYNTHIA C SELBY	1230 DOUGHERTY DRIVE MORRISTOWN TN 37814	423-839-0823	535 N JACKSON ST MORRISTOWN TN 37814	423-581-2667	TROY L BOWLIN II ESQ DOUG COLLINS ESQ
19. DEBBIE SLUDER	432 APPLE BLOSSOM LANE MORRISTOWN TN 37814	423-586-4131	2850 W ANDREW JOHNSON HWY MORRISTOWN TN 37813	423-587-2527	MERCHANTS BONDING CO
20. LESLIE WALLIN	6800 KEN LANE TALBOTT TN 37877	423-318-8156	120 EVANS AVENUE MORRISTOWN TN 37814	423-586-8421	CINCINNATI INSURANCE
21. EMILY C WORLEY	5015 FISH HATCHERY ROAD RUSSELLVILLE TN 37860		508 WEST 2ND NORTH STREET MORRISTOWN TN 37814	423586-4971	WILLARD C. CARL CAROL T. CARL

ida Wilder SS

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

10/14/9

GENERAL FUND (101)

FROM: 2009 101 50000 000 00 000 0000 000 EXPENDITURE REPORT DATE: 09/30/2009

THRU: 2009 101 99999 000 00 000 0000 000 REPORT DATE: 09/30/2009 04:06 PM

PAGE: 1

APPROPRIATION MONTH-TO-DATE YEAR-TO-DATE OUTSTANDING AVAILABLE AVL FNDS ACCOUNT/DESCRIPTION...... AMOUNT EXPENDITURES EXPENDITURES ENCUMBRANCES FUNDS %OF BUDG 51210 1.00% 51300 - 75% 51400 .71% 51500 .75% 51600 .59% 51720 .71% 51810 .73% 51910 .76% 52100 .75% 52200 .75% 52300 .71% 52310 .88% 52400 .59% 52500 .65% 52600 .27% 52900 .22% 53100 .74% 53300 . 75% 53330 .49% 53400 .72% 53500 .74% 53800 .90% 53910 .72% 54110 .74% 54140 . 63% 54150 .35% 54160 .88% 54210 .68% 54220 .74% 54250 .75% 54310 1.00% 54410 . 78% 54420 .75% 54490 . 68% 54610 .58% 54900 .00% 55110 .76% 55120 1.00% 55140 1.00% 55180 1.00% 55390 1.00% 55520 1.00% 55530 .85% 55590 - 95% 55710 1.00% 55900 1.00% 56100 1.00% 56300 1.00% 56500 1.00%

SEL: Yea	r Fnd Accnt Obj Gp Sub Loc. Pgm	HAMRIEN COUNTY	/ ACCOUNTS & BUD	ecete		DA	or. 3	
			AL FUND (101)	BEIS		FAI	GE: 2	
	9 101 50000 000 00 000 0000 000	EXPEND	TURE REPORT				01, 2009	
	9 101 99999 008 00 000 0000 000 	REPORT DA ==========	NTE: 09/30/2009	:========	:======	04:10	06 PM	
ACCOUNT/	DESCRIPTION	APPROPRIATION AMOUNT	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE /	AVL FNDS %OF BUDG	
56700	PARK	237,894.00	25,537.83	60,202.08	14,794.49	======================================	.68%	
56900	OTHER SOCIAL, CULTURAL & RECREATIONAL	296,600.00	7,193.20	7,193.20	.00	289,406.80	.97%	
57100	AGRICULTURAL EXTENSION SERVICE	128,481.00	252.15	1,291.02	121,728.98	5,461.00	.04%	
57300	FOREST SERVICE	1,000.00	.00	.00	.00	1,000.00	1.00%	
57500	SOIL CONSERVATION	38,878.00	3,216.69	9,650.07	.00	29,227.93	.75%	
58110	TOURISM	22,500.00	.00	.00	.00	22,500.00	1.00%	
58120	INDUSTRIAL DEVELOPMENT	42,000.00	.00	.00	.00	42,000.00	1.00%	
58210	PUBLIC TRANSPORTATION	25,000.00	.00	.00	.00	25,000.00	1.00%	
58300	VETERANS' SERVICES	15,087.00	575.38	2,877.92	450.00	11,759.08	.77%	
58400	OTHER CHARGES	410,450.00	11,792.02	64,561.73	37,603.43	308,284.84	. 75%	
58600	EMPLOYEE BENEFITS	887,394.00	120,468.68	283,420.99	4,000.00	599,973.01	.67%	
82210	GENERAL ADMINISTRATION PROJECTS	1,080.00	.00	.00	.00	1,080.00	1.00%	
91110 91120	GENERAL ADMINISTRATION PROJECTS	.00.	.00	.00	.00	.00	.00%	
91130	ADMINISTRATION OF JUSTICE PROJECTS	42,000.00	.00	.00	.00	42,000.00	1.00%	
91140	PUBLIC SAFETY PROJECTS PUBLIC HEALTH AND LIFE FARE DROJECTS	.00	.00	.00.	.00	.00	.00%	
99100	PUBLIC HEALTH AND WELFARE PROJECTS OPERATING TRANSFERS	.00	.00	.00	.00	.00	.00%	non DD Will k
77100	OPERALING TRANSFERS	191,750.00	137,645.44	413,328.07	.00	-221,578.07 5	∛ -1.15% ъ	rfee Office PR. Will k
Total: GE	NERAL FUND (101)	13,382,944.00		3,208,992.25	707,605.24	9,466,346.51	.70%	Netted against Reveni
FROM: 200	or Fnd Accnt Obj Gp Sub Loc. Pgm 09 116 55710 000 00 000 0000 000	SOLID WASTE EXPEND	Y ACCOUNTS & BUD E/SANITATION (11 DITURE REPORT ATE: 09/30/2009			Oct	GE: 1 : 01, 2009	
			=======================================			=======================================		
ACCOUNT/	/DESCRIPTION	AMOUNT		EXPENDITURES	ENCUMBRANCES	FUNDS	AVL FNDS	
55710	SANITATION MANAGEMENT	2,207,251.00	172,524.18		33,300.00	1,742,344.03	.78%	
Total: SC	DLID WASTE/SANITATION (116)	2,207,251.00	172,524.18	431,606.97		1,742,344.03	.78%	
FROM: 200 THRU: 200	or Fnd Accnt Obj Gp Sub Loc. Pgm 09 131 61000 000 00 000 0000 000 09 131 99100 000 00 000 0000 000	HAMBLEN COUNTY HIGHWA EXPEND REPORT DA	ACCOUNTS & BUDI AY FUND (131) DITURE REPORT ATE: 09/30/2009	OGETS		PAI Oct	GE: 1 01, 2009 07 PM	
ACCOUNT/	/DESCRIPTION	APPROPRIATION AMOUNT	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE	OUTSTANDING ENCUMBRANCES	FUNDS	AVL FNDS %OF BUDG	
61000 62000	ADMINISTRATION HIGHWAY AND BRIDGE MAINTENANCE	365,568.00 1,022,686.00	73,655.35	84,840.73 217,751.61 62,634.17	32,628.66 76,138.40	248,098.61 728,795.99 236,465.01	.67% .71% .72%	

328,081.00

68,485.00

24,500.00

760,665.00

2,569,985.00

62,634.17

19,762.50

3,772.98

388,761.99

.00

6,482.50

1,886.49

ა, 330.89

.00

33,297.50

760,665.00

20,727.02

15,425.00

.00

.00

153,173.88 2,028,049.13

.48%

.84%

.78%

1.00%

63100

66000

68000

99100

OPERATION AND MAINTENANCE OF EQUIPMENT

EMPLOYEE BENEFITS

OPERATING TRANSFERS

CAPITAL OUTLAY

Total: HIGHWAY FUND (131)

HAMBLEN COUNTY, TENNESSEE TRUSTEE'S FUNDS REPORT FOR THE MONTH OF AUGUST, 2009

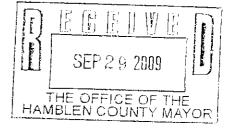
FUND	BEGINNING	TOTAL	<u>TOTAL</u>	<u>ENDING</u>
<u>ACCOUNTS</u>	<u>BALANCE</u>	RECEIPTS	<u>DISBURSEMENTS</u>	BALANCE
GENERAL FUND	2,773,675.64	665,125.08	1,007,535.39	2,431,265.33
	•	•		·
GARBAGE FUND	2,522,136.33	84,239.47	171,752.44	2,434,623.36
COUNTY DRUG FUND	81,199.18	12,204.99	2,544.11	90,860.06
SCHOOLS EMPLOYEE INS	22,977.52	212.50	2,312.50	20,877.52
SCHOOLS TAX ACCOUNT	184.54	134,504.03	134,504.03	184,54
HIGHWAY FUND	693,917.83	151,421.03	126,526.91	718,811.95
SCHOOLS GENERAL PURPOSE	6,324,665.84	4,834,577.87	2,983,557.25	8,175,686.46
SCHOOLS FEDERAL PROJECTS	261,202.68	44,160.25	172,527.40	132,835.53
SCHOOLS FOOD SERVICE	1,123,444.53	119.30	91,091.56	1,032,472.27
COUNTYWIDE DEBT SERVICE	7,546,341.24	91,241.74	398,462.69	7,239,120.29
SOLID WASTE DEBT SERVICE	164.77	0.11	0.00	164.88
HOSPITAL DEBT SERVICE	1,000,725.25	407.41	186,035.90	815,096.76
CAPITAL IMPROVEMENTS FUND	285,676.84	0.00	83,325.03	202,351.81
SANITATION PROJECTS	147,403.60	0.00	0.00	147,403.60
EDUCATION CAPITAL PROJECTS	299.59	0.00	0.00	299.59
H.C. FLEX MEDICAL SPENDING	7,980.13	1,014.18	98.98	8,895.33
CITIES - SALES TAX	10,955.26	754,835.88	754,835.88	10,955.26
MULTI-CRIMES FUND	3,443.73	0.00	0.00	3,443.73
TRUSTEE	80,324.77	34,860.63	38,310.75	76,874.65
TOTAL FUND ACCOUNTS	22,886,719.27	6,808,924.47	6,153,420.82	23,542,222.92

		_
		_

Capps, Cantwell, Capps & Byrd

SUITE 201, SunTrust Bank Building 400 WEST MAIN STREET MORRISTOWN, TENNESSEE 37814

PAUL R. CAPPS (1922 - 2003) FRANK P. CANTWELL, JR. CHRISTOPHER P. CAPPS DAVID S. BYRD



MAILING ADDRESS F. O. BOX 1897 MORRISTOWN, TENN. 37816-1897

> (423) 586-3083 FAX 586-0513

PARALEGAL: DELORIS A. MANTOOTH

September 28, 2009

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

RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF OF HAMBLEN COUNTY, TENNESSEE - SEPTEMBER, 2009

Dear David:

Please find enclosed five (5) invoices representing legal services rendered by our law firm on behalf of Hamblen County, Tennessee during the month of September, 2009.

As usual, one invoice covers our General/Miscellaneous File, two invoices cover separate county departments and two invoices cover pending litigation on which this firm is representing the County.

Please review these invoices, and if you have any questions concerning any of the matters contained herein, please do not hesitate to contact me.

Very truly yours,

Frank P. Cantwell, Jr.

Frank P. Cantwelle, Jr.

FPC, JR/alg

Enclosures

O:\Documents\Hamblen County\Letters\2009\Purkeybavid(Invoice)-09-28-05.wpd

Capps, Cantwell, Capps & Byrd SUITE 201, SUNTRUST BANK BUILDING 400 WEST MAIN STREET MORRISTOWN, TENNESSEE 37814 423 586-3083

<u>September 28, 20 09</u> HAMBLEN COUNTY, TENNESSEE REMIT TO: P. O. BOX 1897 MORRISTOWN, TENN, 37816-1897 FOR PROFESSIONAL SERVICES:

RE: GWEN HOLDEN VS. HAMBLEN COUNTY ETHICS COMMITTEE LEGAL SERVICES RENDERED - SEPTEMBER, 2009

\$518.00

Accounts which remain unpaid after 30 days shall bear interest at the rate of 11/2 month.

Capps, Cantwell, Capps & Byrd suite 201, suntrust bank building 400 west main street morristown, tennessee 37814 423 586-3083

		September 28,20_09_
HAM	SLEN COUNTY, TENNESSEE	REMIT TO: P. O. BOX 1897 MORRISTOWN, TENN. 37816-1897
FOI	PROFESSIONAL SERVICES:	
RE:	HAMBLEN COUNTY, TENNESSEE - GENERAL/MISCELL LEGAL SERVICES RENDERED - SEPTEMBER, 2009	ANEOUS
(See	attached invoice)	\$3,834.86

Accounts which remain unpaid after 30 days shall bear interest at the rate of 11/2 % per month.

RE: HAMBLEN COUNTY, TENNESSEE - GENERAL/MISCELLANEOUS LEGAL SERVICES RENDERED - SEPTEMBER, 2009

Hrs.

1.90

- 8/31/09 Correspondence to David; legal research into administrative hearing procedures for violation of building codes
 1.50
- 9/01/09 Legal research, drafted a checklist of procedures for enforcement of building codes and checklist for a hearing before the Board of Appeals; proofed and worked on checklists; phone conference with Nancy re; barking dogs issue; e-mailed checklists to Danny Young; received, reviewed fax from Danny Young re: letter of credit, phone conference with Danny, e-mailed letter of credit form to him
- 9/03/09 Phone conference with Nancy Phillips re: dog barking issue .15
- 9/04/09 Delivered documents to David's office, discussed several pending issues with David; reviewed and worked on pending files
- 9/08/09 Phone conference with Linda Wilder re: personal issue; received, reviewed e-mail from Amber, responded .55
- 9/09/09 Phone conference with Amber re: CLB committee agenda; received, reviewed e-mail from Jeff Gardner re: Tennessee Voter Confidence Act; phone conference with Stancil, dictated Resolution to delay implementation of Tennessee Voting Confidence Act; proofed Resolution, delivered a copy to David Purkey's office, copies (6); phone conference w ith Danny Young re: maintenance code violation, dictated final notice to property owner; proofed resolution again, e-mailed a copy to Jeff Gardner
- 9/10/09 Proofed letter regarding property maintenance code violation and mailed, copies to Danny and David .25
- 9/11/09 Reviewed and worked on pending files, reviewed animal control regulations .50
- 9/14/09 Received, reviewed, downloaded e-mail from Danny Young; reviewed notebook for CLB Committee Meetings today; researched zoning statutes, tax sale issues, phone conference with Tina; talked with Chris re: tax sale; phone conference with Nancy re: barking dogs issue; conference call with Stancil and David; received, reviewed, filed correspondence from Frank

Vittori re: pending litigation; attended CLB Committee Meetings; organized notes from committee meetings; phone conference with Danny re: zoning violation on Warrensburg Road

5.35

- 9/15/09 To Register's Office to conduct title search on property on which there is a zoning violation for Danny Young .75
- 9/16/09 Phone conference with Nashville, Tennessee attorney re: location of owners of property with zoning violation, phone conference with Danny; phone conference with Sheriff re: his conference with Judge Snider over dog barking issue
- Phone conference with Nicole re: car allowance issue; received and accepted service of lawsuit against Hamblen County, Hamblen County Planning Commission and Road Department; reviewed statutes re: compensation for county official, phone conference with Nicole; reviewed complaint filed against Hamblen County, Hamblen County Planning Commission and Road Department, dictated a letter to Strate Insurance Group, copied complaint, copies (48); reviewed and worked on pending files; proofed correspondence to Strate Ins. Group, mailed and delivered copies of the complaint to Strate, David and Danny; met with Nicole and David re: several pending issues; phone conference with Dick Jessee, faxed a copy of zoning regulation to him
- 9/18/09 Dictated proposed resolution re: county official compensation; to David's office to pick up documents
 .60
- reviewed e-mail from Nicole re: preparing 9/21/09 Received. resolution; received, reviewed CLB Meeting Notebook; phone conference with Nicole, worked on resolution on Keith Ely's compensation, finalized resolution, marked file up; reviewed and worked on pending files; phone conference with David re: recent lawsuit filed against county; phone conference with Nancy Phillips re: dog bitting incident; attempted to return Kim's call at Traveler's Ins. Co. re: recent lawsuit filed against county; phone conference with Dwight Frazier re: postponing action on closing road; phone conference with Dick Jessee; received, reviewed voice mail from Sharee, went through files and made copy of boat dock lease and subsequent Nondisturbance and Attornment Agreement, made copies (17); phone conference with Sharee; phone conference with Cyndi Trent re: service of subpoenas 3.05
- 9/22/09 Dictated Memorandum of Understanding re: service of subpoenas in Juvenile Court, e-mailed David; proofed Memorandum of Understanding and e-mailed to David; phone conference with Kim at Travelers Ins. Co. re: recently filed lawsuit; received,

reviewed e-mail and attachment from Nicole re: mental health evaluations of criminal defendants, attempted to call Nicole; phone conference with Nicole re: contract with State re: mental evaluations of misdemeanants, phone conference with Kathy Robertson, clerk re: numbers of evaluations

2.40

9/23/09 Phone conference with Gary Prince's office re: meeting with Gary on

9/24/09 Phone conference with Kathy Robertson re: number of misdemeanor mental evaluations, attempted to call David; conference call with David and Stancil re: several pending issues; reviewed CLB Meeting Notebook and related files in preparation of tonight's meeting; phone conference with Danny re: several Planning Commission issues; phone conference with Nancy Phillips re: road closure issue, legal research, copies statute (8); organized files after last night's meetings; reviewed, downloaded Attorney General Opinion on guns in parks, copies (7); correspondence to David

2.55

\$3,809.40 Legal services rendered (27.21 x \$140 =) Long distance phone and fax expense 3.96 Copy expense (86 @ .25) 21.50 TOTAL:

O:\Documents\lnvoices\HamblenCo.D9\Sept\General.wpd

\$3,834.86

Capps, Cantwell, Capps & Byrd

SUITE 201, SUNTRUST BANK BUILDING 400 WEST MAIN STREET MORRISTOWN, TENNESSEE 37814 423 586-3083

HAMBLEN COUNTY SHERIFF'S DEPARTMENT

FOR PROFESSIONAL SERVICES:

RE: HAMBLEN COUNTY SHERIFF'S DEPARTMENT LEGAL SERVICES RENDERED - SEPTEMBER, 2009

(See attached invoice)

\$539.00

Accounts which remain unpaid after 30 days shall bear interest at the rate of 11/2 % per month.

RE: HAMBLEN COUNTY SHERIFF'S DEPARTMENT LEGAL SERVICES RENDERED - SEPTEMBER, 2009

8/31/09	Phone conference with Andy Bishop at Varuna Entertainment
9/01/09	Received, reviewed, responded to Varuna's lawyer's e-mail; phone conference with Hugh Moore re: courthouse security officers
9/02/09	Phone conference with Esco re: Agreement with Varuna Entertainment, e-mailed their attorney we were not interested
9/03/09	Phone conference re: personnel issue
9/08/09	Received back from Terry Smith a fully signed original of the Commissary Agreement, called and left Esco a message
.9./0.9/09	Called Wayne Mize re: resolutions to be up for consideration in next Monday's CLB committee meetings
9/11/09	Phone conference with Esco re: personnel issue
9/14/09	Phone conference with Esco re: personnel issue
9/21/09	Phone conference with Esco re: personnel issue
9/22/09	Phone conference with Esco, he updated me on personnel issue
9/23/09	Phone conference with Hugh Moore re: personnel issue, attempted to call Esco; legal research
9/24/09	Phone conference with Esco re: personnel issue and barking dogs issue; phone conference with Gary Prince re: pending litigation

Legal services rendered (3.85 x \$140 =) \$539.00 \$539.00

On/Documents/Invoices/Hamp)engo.09/Sept/Sheriff.wp:

Capps, Cantwell, Capps & Byrd

SUITE 201. SUNTRUST BANK BUILDING 400 WEST MAIN STREET MORRISTOWN, TENNESSEE 37814 423 586-3083

<u>September 28, 20 09</u>
REMIT TO: P. O. BOX 1897 MORRISTOWN, TENN. 37816-1897

FOR PROFESSIONAL SERVICES:

RE: HAMBLEN COUNTY ROAD DEPARTMENT

LEGAL SERVICES RENDERED - AUGUST, SEPTEMBER, 2009

(See attached invoice)

\$392.00

Accounts which remain unpaid after 30 days shall bear interest at the rate of 11/2 % per month.

RE: HAMBLEN COUNTY ROAD DEPARTMENT

LEGAL SERVICES RENDERED - AUGUST, SEPTEMBER, 2009

- 8/26/09 Phone conference with Barry re: drainage problem he wants me to see
- 9/08/09 Went with Barry to Elgin Drive to look at water drainage problem
- 9/09/09 Legal research into mineral severance tax, called Rose for copy of resolution
- 9/10/09 Phone conference with Barry re: drainage problem and mineral severance tax
- 9/11/09 Phone conferences with Rose and Barry, dictated Resolution adopting the mineral severance tax; worked on the Resolution; proofed Resolution and took it to David's office; faxed a copy to Barry
- 9/14/09 Phone conference with Barry re: mineral severance tax resolution

Legal services rendered (2.80 hrs. x \$140) \$392.00 **TOTAL**: \$392.00

 $0.01 locology tax 1 nwo scas NH and 3 and 5 , 99 (Sept Nh) adverse <math display="inline">0.000 \, \rm km^{2}$

Capps, Cantwell, Capps & Byrd

SUITE 201, SUNTRUST BANK BUILDING

400 WEST MAIN STREET

MORRISTOWN, TENNIGSEE 37814

423 586-3083

	<u> </u>
HAMBLEN COUNTY, TENNESSEE	REMIT TO: P. O. BOX 1897 MORRISTOWN, TENN. 37816-1897
FOR PROFESSIONAL SERVICES:	
RE: GIBSON ET UX VS. HAMBLEN COUNTY BEER BOARD LEGAL SERVICES RENDERED - SEPTEMBER, 2009	
(See attached invoice)	\$747.71
Accounts which remain unpaid after 30 days shall bear interest at	the rate of 1 1/2 % per month
Accounts which remain unpaid after 30 days shall bear interest at	the fate of 172 % per month.

RE: GIBSON ET UX VS. HAMBLEN COUNTY BEER BOARD LEGAL SERVICES RENDERED - SEPTEMBER, 2009

history of beer statute

9/01/09	Legal research into beer statute, downloaded cases, copies (18), further legal research, dictated letter to State Archives for legislative history of statute, phone conference with Vince McGraff
9/02/09	Proofed correspondence to Vince McGraff, faxed and e-mailed a check for legislative research, ADVANCED \$140.00
9/03/09	Phone conference with Vince McGraff at State Archives
9/04/09	Legal research into statutory construction, attempted to call David, copies (36); conference with David
9/14/09	Reviewed file, legal research
Long Copy	services rendered (4.23 hrs. x \$140 =) \$592.20 distance phone and fax expenses 2.01 expense (54 @ .25) 13.50 deed expenses: copy of legislative

 $\frac{140.00}{$747.71}$

TOTAL:

O:\Documents\Invoices\HC-BeerBoard.09-09.wpd

Hamblen County Elected Officials/Department Heads

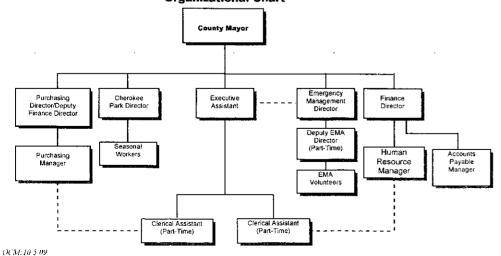
Elected Officials

County Mayor	David W. Purkey	423-586-1931
Sheriff	Esco Jarnagin	423-586-3781
Register of Deeds	Jim Clawson	423-586-6551
Circuit Court Clerk	Kathy Mullins	423-586-5640
Trustee	Bill Brittain	423-586-6290
Assessor of Property	Keith Ely	423-586-1852
Road Superintendent	Barry Poole	423-586-3273
County Clerk	Linda Wilder	423-586-1993
Sessions Judge	Joyce Ward	423-586-7084
Sessions Judge (PT)	Janice Snider	423-587-1239
Chancery Judge	Thomas R. Frierson, III	423-586-9500
Juvenile Judge	Mindy N. Seals	423-581-9422
Criminal Court Judge	John H. Dugger, Jr.	423-586-8640

Department Heads

Finance Director	Nicole Buchanan	423-585-2743
Purchasing Director	Shareè Long	423-585-2784
Emergency Mgmt. Director	Eric Carpenter	423-581-6225
County Attorney	Rusty Cantwell	423-586-3083
Cherokee Park Director	Eric Carpenter (interim)	423-586-9596
Director of Schools	Dr. Dale Lynch	423-586-7700
Administrator of Elections	Jeff Gardner	423-586-7169
Clerk & Master	Kathy Terry	423-586-9112
Juvenile Svcs. Director	Cyndi Trent	423-581-9422
Veteran's Service Officer	Vacant	423-586-6830
Planning/Building/Zoning Director	Danny Young	423-581-1373
Work Program Director	Don Baird	423-581-4530
Maintenance Supervisor	Gary Templin	423-312-0685

Office of the Hamblen County Mayor Organizational Chart



Hamblen County Commissi n

District 1

Paul LeBel P.O. Box 1600

Morristown, TN 37816 Home: (423) 581-7697 Office: (423) 307-1429

District 2

Nancy Phillips 315 East 2nd North Street Morristown, TN 37814 Home: (423) 317-7449 Email: nlpqlp@aol.com

District 3

Dana C. Wampler 520 Hale Avenue Morristown, TN 37813 Phone: (423) 581-5451

Email: dcwampler@musfiber.com

District 4

C. Reece Sexton P.O. Box 87 Morristown, TN 37815 Phone: (423) 586-8577 Email: reece@lcs.net

District 5

Louis "Doe" Jarvis 520 Windridge Ln Morristown, TN 37814 Mobile: 423-312-6773 Email: doejarvis@hotmail.com

District 6

Joe Spoone 1750 Timbercrest Morristown, TN 37814 Home: (423) 318-1499

District 7

Dennis Alvis 2265 Warren Drive Morristown, TN 37814 Phone: (423) 581-7055 Email: dkalvis@charter.net

District 8

Ricky Bruce 421 Ashland Oaks Drive Morristown, TN 37813 Home: (423) 581-6354 Email: rickybruce@toyoda-na.com

District 9

Larry D. Baker 635 Three Springs Road Russellville, TN 37860 Home: (423) 586-6191

District 10

Herbert Harville 845 Spencer Hale Road Morristown, TN 37813 Home: (423) 581-8986

Email: hhharville@comcast.net

District 11

Guy Collins, Vice-Chairman

825 Guy Collins Road Morristown, TN 37813 Home: (423) 586-7176

District 12

Doyle Fullington 1775 Seven Oaks Drive Morristown, TN 37814 Home: (423) 587-0385 Work: (423) 581-9480

Email: doylejf4967@charter.net

District 13

Stancil Ford, Chairman

7192 Cedar Hill Road Talbott, TN 37877 Phone: (423) 581-9005 Email: stancilford@charter.net

District 14

Tom Massey
P.O. Box 339
Talbott, TN 37877
Office: (423) 312-3496
Email: trmassey@charter.net

STANDING COMMITTEES

Finance Committee Louis "Doe" Jarvis, Chair Guy Collins, Vice-Chair Stancil Ford, Ex-Officio

Larry Baker Ricky Bruce Herbert Harville Reece Sexton

Dana Wampler Tom Massey Joe Spoone

Public Services Committee

Tom Massey, Chair Joe Spoone, Vice-Chair Stancil Ford, Ex-Officio

Ricky Bruce Guy Collins Paul LeBel Reece Sexton Herbert Harville Doyle Fullington Public Safety Committee

Nancy Phillips, Chair Dennis Alvis, Vice-Chair Stancil Ford, Ex-Officio Larry Baker Doyle Fullington Paul LeBel

Dana Wampler

Audit Committee

Dovle Fullington

Joe Spoone

Louis "Doe" Jarvis

Herbert Harville, Chair

Tom Massey, Vice-Chair

Stancil Ford, Ex-Officio

Buildings & Grounds Committee

Doyle Fullington, Chair Paul LeBel, Vice-Chair Stancil Ford, Ex-Officio **Guy Collins** Tom Massey Dana Wampler

Louis "Doe" Jarvis

Calendar & Rules Committee

Reece Sexton, Chair Stancil Ford, Ex-Officio Louis "Doe" Jarvis Tom Massey Nancy Phillips Doyle Fullington

AD-HOC COMMITTEES (Meet on an As-Needed Basis)

Construction Oversight Committee

Voting Members

Dana Wampler, Chair Dennis Alvis, Vice-Chair Stancil Ford, Ex-Officio

Larry Baker Ricky Bruce Paul LeBel Nancy Phillips

Advisory Members (Ex-Officio)

County Mayor David W. Purkey

Trustee Bill Brittain

Maintenance Supervisor Gary Templin

Education Committee

Herbert Harville, Chair Ricky Bruce, Vice-Chair All Commissioners

Budget Committee

Larry Baker, Chair Reece Sexton, Vice-Chair All Commissioners

Meeting Schedule

County Commission: Thursday following 3rd Monday; 5 p.m., 3rd Floor Large Courtroom Committees: 2nd Monday of each month; 11:30 a.m.; Health Department Conference Room

	Email: ghorner@co.hamblen.tn.us Email: pwhitlow@co.hamblen.tn.us
423-586-1931	Gloria Horner/Patsy Whitlow Clerical Assistants (part-time)
423-585-2742	Julia Grant Accounts Payable Manager Email: jgrant@co.hamblen.tn.us
423-586-8325	Jeff Atkins Human Resource Manager Email: jatkins@co.hamblen.tn.us
423-585-2743	R. Nicole Buchanan, CPA Finance Director Email: nbuchanan@co.hamblen.tn.us

423-581-8219	Delores Stout Purchasing Manager Email: dstout@co.hamblen.tn.us
	Email: slong@co.hamblen.tn.us
	Purchasing Director
423-585-2784	Shareè Long

Purchasing Department	Amber snerron Executive Assistant Email: ashelton@co.hamblen.tn.us	David W. Purkey County Mayor Chung Mayor Email opurkey@co.hamblen.tn.us	Staff of the Hambleh County Mayor's o
	423-318-155	423-588-193	y Mayor's Office

MONTHLY AUTOPSIES PENDING REPORT

Hamblen County Coroner

P.O. Box 1479

Morristown, Tennessee 37816-1479

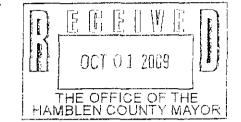
Phone (423): Work & Fax 586-7773 Cell 312-6322 Home 581-6229

Email: coroner@musfiber.com

October 1, 2009

University of Tennessee Pathology Dept.

Fax number: 865-305-6608



In an effort to keep all files current, the following indicated Hamblen County Coroner/Medical Examiner's cases are not closed pending final autopsy reports from you as of September 30, 2009.

CASE# DATE ORDERED NAME, AGE /DATE AUTOPSY REPORT RECEIVED

- 1. 09146 05-04-09 Mr. William Broyles, 66
- 2. 09157 05-16-09 Mr. Toby Thorpe, 26
- 3. 09165 05-19-09 Mr. William Wolf, 54
- 4. 09182 06-06-09 Mr. Darrell Self, 44
- 5. 09187 06-12-09 Mr. Donald Smith, 52
- 6. 09190 06-15-09 Master Daniel Hayes, 4
- 7. 09218 07-08-09 Ms. Lisa Lang, 48
- 8. 09221 07-16-09 Mr. Billy Norwood, 41
- 9. 09240 08-05-09 Mr. Paul Poe, Jr., 48
- ^ . 09241 08-07-09 Mr. David Drinnon, 53
 - .. 09265 09-04-09 Mr. Mark Teague, 50
- 12. 09272 09-12-09 Mr. Billy Johnson, 53
- 13. 09275 09-17-09 Miss. Jessica Lawson, 22
- 14. 09278 09-19-09 Mrs. Brenda Lee, 61
- 15. 09281 09-20-09 Mrs. Barbara Hill, 60

If I may provide any additional information or assistance please feel free to contact me at any time.

Sincerely,

Eddie R. Davis

Hamblen County Coroner

CC: Hamblen County Executive

Hamblen County Medical Examiner

Hamblen County Deputy Coroners

MONTHLY REPORT

Hamblen County Coroner

P.O. Box 1479

Morristown, Tennessee 37816-1479 Phone: Day 587-1324 Night 581-6229

October 1, 2009

Hamblen County Commission C/O Mr. David Purkey, County Mayor Hamblen County Court House Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September along with being on call 24/7/365, training, assisting, directing and reviewing the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; collecting, preparing and shipping toxicology specimens.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1

- 1. 09264 09-03-09 Ms. Barbara Collins, 65, 1715 Elgin Drive
- 2. 09266 09-05-09 Mrs. Marjorie Marshall, 86, 307 West Donaldson Drive
- 3. 09267 09-06-09 Mr. Joel Oliver, 64, 337 Bellemeade Circle
- 4. 09268 09-06-09 Mrs. Christine Purkey, 94, 7629 Lebanon Church Road
- 5. 09269 09-08-09 Mrs. Dollie Bloomer, 72, Bean Station, TN
- 6. 09270 09-10-09 Mrs. Ada Brown, 81, Bean Station, TN
- 7. 09271 09-11-09 Master Rob James, Jr., 1 Day, 3403 Wendy Street
- 8. *09272 09-12-09 Mr. Billy Johnson, 53, Marshall, NC
- 9. &09273 09-14-09 Mr. Glen Helton, 35, 3196 Ramona Circle
- 10. 09274 09-16-09 Mr. Nelson Patterson, 34, Bean Station, TN
- 11. *09275 09-17-09 Miss. Jessica Lawson, 22, 1550 Thompson Creek Road
- 12. 09276 09-18-09 Mrs. Nannie Johns, 79, 1578 Three Springs Road
- 13. *09278 09-19-09 Mrs. Brenda Lee, 61, 3372 Fish Hatchery Road
- 14. 09279 09-19-09 Mr. Doss Seals, 71, 3755 Halifax Circle
- 15. 09280 09-20-09 Mrs. Marjorie Shockley, 89, 2585 Mountain View Road
- 16. *09281 09-20-09 Mrs. Barbara Hill, 60, 211 Virginia Avenue
- 17. 09282 09-21-09 Mrs. Eva Lane, 64, 2707 Warrensburg Road
- 18. 09283 09-23-09 Mr. Harold Wolfe, 68, 1374 Hartman Road
- 19. 09284 09-24-09 Mr. Joe Gulley, 86, 594 Alpha Drive
- 20. 09285 09-24-09 Mr. Wilburn Shackelford, 62, 2725 Conrad Drive
- 21. 09288 09-29-09 Mrs. Bolena Mullendore, 68, 4205 Witt Acres

If I may ever provide any additional information or assistance, please feel free to contact me at any time.

Eddie R. Davis

Hamblen County Coroner

CC: Hamblen County Medical Examiner

- * Indicates Autopsy Performed
- *1 All home addresses are Hamblen County unless otherwise stated.
- & Toxicology Samples Sent to Saint Louis University
- &1 Toxicology Samples Sent to Tennessee Bureau of Investigation

MONTHLY REPORT

Hamblen County Deputy Coroner 4123 Rambling Road

Morristown, Tennessee 37814

Phone: 587-9707

October 1, 2009

Hamblen County Commission C/O Mr. David Purkey, County Executive Hamblen County Court House Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1

1. 09277 09-19-09 Mr. Jacob Bewley, Sr. 72, 861 Cain Mill Road

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

1 Call X \$30. = \$30.00

Sincerely,

SIGNATURE ON FILE Brian A. Robinson Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

- * Indicates Autopsy Preformed
- *1 All home addresses are Hamblen County unless otherwise stated.

MONTHLY REPORT

Hamblen County Deputy Coroner 1500 Jarrell-Ray Road

Whitesburg, Tennessee 37891 Phone: 235-4757

October 1, 2009

Hamblen County Commission C/O Mr. David Purkey, County Executive Hamblen County Court House Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1

- 1. *09265 09-04-09 Mr. Mark Teague, 50, 825 Lakeshore Road
- 2. 09286 09-27-09 Mr. Lewis Phillips, 74, 5310 Dearing Road
- 3. 09287 09-27-09 Mrs. Mamie Carroll, 86, 1026 McFarland Avenue

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

3 Calls X \$ 30. = \$ 90.00

Sincerely,

Signature of File

William B. Love Deputy Coroner

erd/wbl

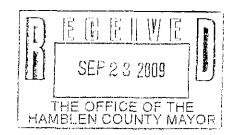
CC: Hamblen County Medical Examiner

- * Indicates Autopsy Preformed
- *1 All home addresses are Hamblen County unless otherwise stated.
- & Toxicology Samples Sent to Saint Louis University



September 21, 2009

Mayor David Purkey Hamblen County 511 W. Second North St. Morristown, TN, 37814 Comcast Cable Communications, Inc. 5720 Asheville Highway Knoxville, TN 37924 Tel: 865.637.5411 Fax: 865.862.5092



Dear Mayor Purkey,

At Comcast, our goal is to continue to provide our customers with great products, service and value. We are proud to offer customers in Hamblen County, the largest Video On Demand library, the most High-Definition choices, a faster high-speed Internet, and smarter home phone service with unlimited local and nationwide long distance calling.

With the launch of Comcast Digital Voice, Comcast brought consumers in Hamblen County, the first true alternative to traditional phone service. This competition has already saved consumers across the country \$23.5 billion, including \$13 billion in 2007 alone. We understand the importance of choice and are glad that over 7 million customers have chosen Comcast Digital Voice, making us the third largest residential home phone provider in the U.S.

In addition to bringing our customers choice in phone service, Comcast leads the broadband revolution as America's largest residential broadband provider. Over the past five years we have consistently increased the speed of our Internet service without increasing the cost of the service to our customers. We recently doubled the download speed on our most popular broadband product from 6 Mbps to 12 Mbps. And by the end of the year, more than 80 percent of Comcast's service area, including Hamblen County, will have download speeds up to 50 Mbps available.

Through innovation and technology Comcast has brought to it's customers the fastest residential broadband speeds available from any provider. Our customers also receive additional valuable benefits at no extra charge, including the McAfee Security Suite (a \$120 value), Plaxo (a \$59.95 value), and expanded content on Comcast.net (such as ESPN360.com, even more entertainment, multiple email accounts, shopping and security features). In addition, Comcast has plans to offer customers in your community the option to receive a wireless in-home router at no additional charge. A wireless router is a convenient way for our customers to extend their Comcast High-Speed Internet service throughout the home.

While the cost of our High-Speed Internet and digital voice services are not increasing at this time, the monthly price for Full Basic Service is increasing effective November 1, 2009, by \$3.00 to \$55.25. The price of some equipment will also be adjusted, please see the attached price and service list for more information. Please know that customers who enjoy a promotional offer will not be receiving an increase in his or her service charges during the promotional period.

The changes to the cost of our cable service are the result of increased business and operational costs. By way of example, Comcast spends about \$6 billion a year on programming alone to provide our customers the best content and the most video choices. While we have been aggressive at controlling these costs, we expect continued increases to the costs we pay for programming.

Despite the increased cost of doing business, Comcast has continued to add value to our services. In the past year, we have:

- Added more sports content including the NFL Network, NBA TV, NHL Network and ESPN U
 to our Digital Preferred service tier, giving customers access to the top professional and
 collegiate sports programming as well as over 20 HD channels.
- Added up to 10 channels in our all-digital markets, increasing the lineup on Digital Starter service with networks such as Lifetime Movie Network, CSPAN 2, Oxygen.
- Provided new converged services like Universal Caller ID to the TV and the PC that we deliver across all three platforms (TV, PC, and phone) at no additional charge.
- Continually enhanced the customer experience through better, more integrated products and an improved customer experience at all levels.

Attached is our updated service and price list *Effective November 1, 2009*. If you have any questions or need more information about these changes please feel free to call me directly at 865-862-5001.

Sincerely,

Russell E. Byrd

Senior Director of Government and Public Affairs



MPORTANT CHANGES TO YOUR ACCOUNT

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JHPE.32x0.0A.11.0A.3240

Bulls Gap - FTAs 59-61

Bulls Gap, Hawkins County, Hamblen County

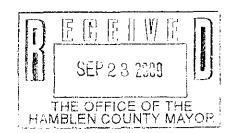
	Old Price	New Price		Old Price	New Price
Full Basic Service	\$52. 2 5	\$55.25	HOTY responsibly	\$6.95	\$7.95
Digital Starter Service	\$ 52.25	\$55.25	Digital Service - Additional Outlet majority		
Digital Preferred Service	\$69.20	\$72.20	profession mit I villar DNR Service man man-Sered tragmer Services (Company Come Notice)	** \$6 .95	\$0.00
Digital Preferred with			Comcast High-Speed Internet -		
One Premium Channel	\$ 82.25	\$85.25	Performance Non-Cable areashy service.	\$59.95	\$57.95
Digital Preferred with			Comcast High-Speed Internet -		
Two Premium Channels	\$92.25	\$95.25	Performance Plus Non-Cable enceible services	\$69.95	\$67.95
Digital Premier http://des.Digital Presented Pagrades with	erfie Y		Comcast High-Speed Internet Modem	\$3.00	\$5.00
CONTROL SHOWNER SHOW SHOW FROM HER HER HELDS		\$105.25			
Total Premium			Comcast Digital Voice® eMTA	\$3.50	\$5.00
Дарын Романды элге у Романын Опиновые	\$102.25	\$105.25			

Comcast



Conicast Gable Communications, Inc. 5720 Asheville Highway Knoxville, TN 37924 Tet: 865.637.5411 Fax: 865.862.5092

Mayor David Purkey Hamblen County 511 W. Second North St. Morristown, TN, 37814



September 21, 2009

Dear Mayor Purkey,

Effective October 28, 2009 Comcast will be making the following changes to channels and packages throughout our service areas.

- HFL HD will be added on channel 406
- XD HD (Toon) will be added on channel 447
- ESPN News HD will be added on channel 449
- Fuse HD will be added to channel 454
- WE HD will be added to channel 455
- IFC HD will be added to channel 456
- MGM HD on channel 460
- Style HD will be added to channel 461
- G4 HD on channel 462
- TV One HD will be added to channel 463
- Biography HD on channel 464
- Lifetime Movie HD will be added to channel 465
- Planet Green HD will be added to channel 466
- Encore HD will be added on channel 467
- Hallmark Movie HD will be added to channel 468
- Fox Biz HD channel will be added to 469
- MLB HD will be added on channel 479
- Hallmark Movie Channel (digital) will be added to channel 256

Customers will be notified of the above channel additions via advertisements in local newspapers and converter box messages as well as what customers need to do to receive these channels. Digital Preferred or High Definition package customers will automatically receive these channels at no additional costs.

Customers who do not currently subscribe to a digital package may simply upgrade to the Comcast Digital Preferred or a High Definition package that will provide them with Video On Demand with up to 3,000 hours of programming, 45 Commercial Free music channels and Pay Per View Access. Customers may also upgrade their Preferred Basic cable package to Digital Starter (on one TV) at no additional monthly costs.

As always, if you have any questions about this or any other issue, please feel free to contact me.

Sincerely.

Russell E. Byrd

Senior Director of Government and Public Affairs



417 WEST MAIN STREET, MORRISTOWN, TN 37814 TELEPHONE: 423-586-6410 / FAX: 423-587-6226

September 25, 2009

David W. Purkey, County Mayor Hamblen County Government 511 West Second North St Morristown, TN 37814

Mayor Sami Barile City of Morristown P O Box 1499 Morristown, TN 37816

Dear Mayor Purkey and Mayor Barile,

The Morristown-Hamblen Library Board wants to thank you, the Morristown City Council and the Hamblen County Commission for your support of the renovation project we recently completed. We believe the investment in the building extended its life by about 20 years and that is money well spent.

The Library Board is pleased to report that we finished the project under budget. Please find attached a budget analysis.

Do not hesitate to call with any questions.

Sincerely,

Bill Brittain, Chairman

Board of Trustees

M-H Library Renovation 2008-09 Budget Analysis

Budget	\$1,182,000												
			1/2007 1/1	3/2008	6/1/2008			11/2/2008	11/30/2008	12/31/2008	1/31/2009	3/9/2009	9/9/2009
Advertising for Bids		8.36)				\$ 658.3	6						
Architectural Fees	\$ (76,500		_	. =									
Soil Testing	\$ (1,72		\$	1,725									
Asbestos Abatement	\$ (11,10)	•								\$6,600.00			
Reimbursables		6.42) \$	90.15					\$ 21.63	\$ 12.22	\$ 3.05			
Mileage	\$ (1,50)		236.59			\$ 63.1	2 \$ 388.86	\$ 385.52	\$ 193.64	\$ 177.84			\$ 63.25
Const Drawing Printing	\$ (2,39			5	2,395								
Asbestos Monitoring	\$ (1,05)	•									\$ 1,050		
Street Light Pole (Comer)	\$ (1,15	4.17)										\$1,154.17	
Contractors Bid	\$ (1,049,500	0.00)											
accept alt #1,2,4,5													
Includes \$50,000 Contingency													
Subtotal	\$ 36,17	1.91											
Other Anticipated Costs:													
Landscaping (front)	\$ 3,000	0.00 actu	ai										
Street Light Conduit Installation	\$ 3,45	7.24 actu	al										
Expenses over Contingency	\$ 7,11	3.47 actu	al										
Parking Lot Sealing/Stripping	\$ 2,45	7.26 actu	al										
Telephone System	\$ 3,886		al										
Bronze Plaque	\$ 1,45	6.00 actu	al										
Electrical Work Beyond Contract		6.81 actu	al										
Old Sign/Plaque Installations	\$ 12	5.00 a ctu	al										
Landscaping (west/south)	\$ 1,07		ai										
Community Room Lettering	-	5.00 estir	nate										
Subtotal	\$ 23,47	7.54											
Balance	\$ 12,694	.37											

1

Morristown Police Department

ROGER OVERHOLT Chief of Police

To: EMA Director, Eric Carpenter

From: Captain David Beckner, Bravo Shift

Date: September 19, 2009

Re: Shooting at Heritage Center

On September 18, 2009 at approximately 2230 hours, officers were dispatched to the Heritage Nursing Home on McFarland, in regards to a shooting that had occurred in the parking lot. Members of the Morristown Police Department responded and officers were advised to be on the lookout for a Steven Pugh who had performed the shooting and had fled the scene on a motorcycle. The motorcycle and the suspect were located traveling south on West Economy Road. A short pursuit ensued and the suspect was able to elude law enforcement. At this time members of the Hamblen County Sherriff's Department assisted in locating the suspect. Lt. Mark Snowden, Deputy Eddie Hefner, Sgt. Chad Bryant, Deputy Bobby Tharp and Deputy Marti Wolfe responded to various locations in search for the suspect. Furthermore, EMA Units, Dale Griffey and David Duncan also assisted in the search.

After further investigation, Lt. Ernie Burzell was critical in the capture of the shooting suspect. Lt. Burzell was able to contact the suspect by phone and determine a location of the suspect. Lt. Burzell kept the suspect on the phone until members of the Morristown Police Department and Hamblen County Sherriff's Officer and Cocke County Sherriff's Department responded to Annette's Southland Bar located in Cocke

David

Control of the Sol

County and captured the suspect without further incident. The assistance and cooperation of the Hamblen County Sherriff's Department and EMA were essential in the capture of Steven Pugh. Moreover, Lt. Burzell's information and subsequent conversation with the suspect was seminal in the capture of Pugh. A heartfelt thanks and appreciation goes out to the members of your team. Hamblen County and the City of Morristown are lucky to have persons of this caliber working in this community.

Cc

Captain David Beckner Chief Roger Overholt Sherriff Esco Jarnigan EMA Director Eric Carpenter File

Db/mg

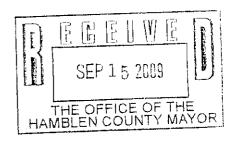
GE COnsumer & industrial



General Electric Company 5320 E Morris Blvd Morristown, TN 37813

September 13, 2009

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



Dear Mayor Purkey:

We would like to offer our thanks again, for the use of the Cherokee Park Amphitheatre on Saturday, August 29th, 2009. We had a great time at our Music Concert to benefit United Way of Hamblen County! We raised \$600! Although this is not a huge amount, it is more than we would have raised otherwise! The rain and the just one month of planning were things that were tough to overcome. There were 22+ GE Consumer & Industrial employees and friends working at the event and they did a great job. The entertainers were all superb as well! We are excited about the experience and are interested in doing this again next year with bigger results!

I would also like to let you know about the awesome work that Frank Parker put into our event. Our group did not have a lot of experience putting on this kind of event, especially at an outdoor venue. Frank was willing to meet with my team and me any time we asked. He also gave us many tips and contacts. He personally reached out to several of them, on our behalf, to ask for help. Bill Brittain was one of those people and he did a wonderful job as MC for 3 hours of our event. I can't tell you how grateful we are to have found such a valuable resource. He was also a lot of fun to work with, which made it a lot less stressful! The rest of Frank's team was very helpful on the day of the event. We could not have done it without him!

Thank you again! Should you have any questions, please do not hesitate to contact me at 865-993-7415.

Sincerely,

Catherine Sequeiros

() Sequeiros

HR Manager – GE Consumer & Industrial

Amber in Solding in the Ariver

MONTHLY CHECKS APPROVAL

Motion by Louis Jarvis, seconded by Guy Collins to approve the monthly checks submitted by the County Mayor's office.

Chair S. Ford	YES	T. Massey)/ES	Roll Call
V-C G. Collins	(2) YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
	YES	R. Sexton	YES	Results
D. Fullington	MES.	J. Spoone	Y ES	Agenda
H. Harville	YES	D. Wampler	VES CONTROL OF THE PROPERTY OF	Setup
P. LeBel	Ϋ́ES	L. Jamis	(M) YES	Options
4.a.	Passed (14 YES - 0	NO - 0 ABS - 0 Absent	t) Majority Vote	>

HAMBLEN COUNTY GOVERNMENT

David W. Purkey

County Mayor



1 October 2009

TO:

All County Commissioners

FROM:

Nicole Buchanan, CPA

Hamblen County Finance Director

RE:

Monthly Bill Listing

Enclosed are the monthly checks for the month of September for the following funds:

- 1.) General Fund
- 2.) Highway
- 3.) Garbage

Please contact the appropriate department head or elected official with any questions regarding the bills.

Thank you...

NB

FUND: 101 GENERAL FUND (101)
REPT NAME: COMMISSION APPROVAL LISTING

PAGE: 1 DATE: 10/01/09 TIME: 4:05 PM

ACCNT OBJ	NAME	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
51400 331	LEGAL SERVICES	09/04/09	Ck# 221071	CAPPS CANTWELL CAPPS & BYRD	8339.83
51400 331	LEGAL SERVICES	N9/11/N9	Ck# 221313	JEFFREY C TAYLOR	198.00
51400 331	LEGAL SERVICES	09/11/09	Ck# 221318	TRAVELERS	2436 68
51400 331 51400 331	LEGAL SERVICES	09/18/09	CV# 221350	MELODY KOONTZ	251 10
51400 331	LEGAL SERVICES	07/18/07	CK# 221336	THOMPSON & CHILDRESS COURT RED	303 50
51400	COUNTY ATTORNEY			CAPPS, CANTWELL, CAPPS, & BYRD JEFFREY C TAYLOR TRAVELERS MELODY KOONTZ THOMPSON & CHILDRESS COURT REP	11619.11
51500 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T AT&T LONG DISTANCE SERVICE TRACY HAVELY FUELMAN TENNESSEE E.T.A.C.E.O EVANS OFFICE SUPPLY CO. MUS FIBERNET Total: 7	17.81
51500 307	COMMUNICATION	09/25/09	ck# 221371	AT&T LONG DISTANCE SERVICE	2.78
51500 332	LEGAL NOTICES, RECORD & CT COST	09/04/09	ck# 221107	TRACY HAVELY	420.08
51500 355	TRAVEL	09/11/09	ck# 221282	FUELMAN TENNESSEE	41.08
51500 355	TRAVEL	09/25/09	Ck# 221384	E.T.A.C.E.O	690.00
51500 435	OFFICE SUPPLIES	09/04/09	ck# 221086	EVANS OFFICE SUPPLY CO.	131.08
51500 435	OFFICE SUPPLIES	09/25/09	Ck# 221403	MUS FIBERNET	44.95
51500	ELECTION COMMISSION	• • • • • • • • •	-,	Total: 7	1347.78
51600 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T AT&T LONG DISTANCE SERVICE EVANS OFFICE SUPPLY CO. EVANS OFFICE SUPPLY CO. BUSINESS INFORMATION SYSTEMS	2.00
51600 3 07	COMMUNICATION	09/25/09	Ck# 221371	AT&T LONG DISTANCE SERVICE	1.42
51600 435	OFFICE SUPPLIES	09/04/09	ck# 221086	EVANS OFFICE SUPPLY CO.	47.80
51600 435	OFFICE SUPPLIES	09/25/09	Ck# 221388	EVANS OFFICE SUPPLY CO.	15.63
51600 709	DATA PROCESSING EQUIPMENT	09/04/09	Ck# 221070	BUSINESS INFORMATION SYSTEMS	1461.65
51720 307	COMMUNICATION	09/04/09	ck# 221142	VERIZON WIRELESS AT & T TN DEPT. OF ECONOMIC DEVLOPMNT CITIZEN TRIBUNE APPALACHIA BUSINESS FUELMAN TENNESSEE	108.11
51720 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T	1.80
51720 309	CONTRACTS WITH GOVERNMENT AGEN	09/04/09	Ck# 221135	TN DEPT. OF ECONOMIC DEVLOPMNT	3375.00
51720 332	LEGAL NOTICES, RECORDING AND C	09/04/09	ck# 221076	CITIZEN TRIBUNE	58.24
51720 334	MAINTENANCE AGREEMENTS	09/04/09	Ck# 221065	APPALACHIA BUSINESS	35.00
51720 425	GASOLINE	09/11/09	ck# 221282	FUELMAN TENNESSEE	93.69
51720	PLANNING AND BUILDING PERMITS.	· · · · · · · · · · ·		Total: 6	3671.84
51810 307	COMMUNICATION	09/04/09	Ck# 221142	VERIZON WIRELESS BILL WADDELL CITY ELECTRIC SUPPLY CITY ELECTRIC SUPPLY PANTHER STEEL CO. TMS SOUTH WALKER SUPPLY CITY ELECTRIC SUPPLY SUNTRUST BANKCARD, N.A. BILL WADDELL CITY ELECTRIC SUPPLY TMS SOUTH WHOLESALE SUPPLY FENCO SUPPLY CO. LANE SALES POWER EQUIPMENT SUNTRUST BANKCARD, N.A. FENCO SUPPLY CO. CRESCENT WASH & LUBE MARIE CRAINE	257.79
51810 335	MAINTENANCE - BUILDING	09/04/09	Ck# 221067	BILL WADDELL	125.00
51810 335	MAINTENANCE - BUILDING	09/04/09	Ck# 221077	CITY ELECTRIC SUPPLY	192.68
51810 335	MAINTENANCE - BUILDING	09/11/09	ck# 221264	CITY ELECTRIC SUPPLY	80.63
51810 335	MAINTENANCE - BUILDING	09/11/09	Ck# 221303	PANTHER STEEL CO.	66.00
51810 335	MAINTENANCE - BUILDING	09/11/09	ck# 221316	TMS SOUTH	346.33
51810 335	MAINTENANCE - BUILDING	09/11/09	ck# 221320	WALKER SUPPLY	105.15
51810 335	MAINTENANCE - BUILDING	09/18/09	ck# 221329	CITY ELECTRIC SUPPLY	191.68
51810 335	MAINTENANCE - BUILDING	09/18/09	ck# 221364	SUNTRUST BANKCARD, N.A.	1267.45
51810 335	MAINTENANCE - BUILDING	09/25/09	Ck# 221373	BILL WADDELL	115.00
51810 335	MAINTENANCE ~ BUILDING	09/25/09	Ck# 221377	CITY ELECTRIC SUPPLY	60.20
51810 335	MAINTENANCE - BUILDING	09/25/09	ck# 221415	TMS SOUTH	125.52
51810 336	MAINTENANCE AND REPAIR SERVICE	09/04/09	Ck# 221143	WHOLESALE SUPPLY	23.70
51810 336	MAINTENANCE AND REPAIR SERVICE	09/11/09	Ck# 221278	FENCO SUPPLY CO.	61.19
51810 336	MAINTENANCE AND REPAIR SERVICE	09/11/09	Ck# 221293	LANE SALES POWER EQUIPMENT	50.37
51810 336	MAINTENANCE AND REPAIR SERVICE	09/18/09	Ck# 221364	SUNTRUST BANKCARD, N.A.	42.38
51810 336	MAINTENANCE AND REPAIR SERVICE	09/25/09	ck# 221389	FENCO SUPPLY CO.	111.96
51810 338	MAINTENANCE - VEHICLES	09/11/09	Ck# 221267	CRESCENT WASH & LUBE	24.00
51810 399	OTHER CONTRACTED SERVICES	09/11/09	Ck# 221266	MARIE CRAINE	230.00

FUI. 101 GENERAL FUND (101) REPT NAME: COMMISSION APPROVAL LISTING PAGE: 2 DATE: 10/01/09 TIME: 4:05 PM

ACCNT OBJ NAME DATE REFERENCE DESCRIPTION ===================================	240.00 44.42 164.00 88.84 88.84 149.83 359.88 2485.37 84.12
51810 410 CUSTODIAL SUPPLIES 09/04/09 Ck# 221089 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/04/09 Ck# 221106 LOWE'S 51810 410 CUSTODIAL SUPPLIES 09/11/09 Ck# 221283 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221393 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221393 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221417 WALMART COMMUNITY BRC 51810 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	44.42 164.00 88.84 88.84 149.83 359.88 2485.37 84.12 153.04
51810 410 CUSTODIAL SUPPLIES 09/04/09 Ck# 221106 LOWE'S 51810 410 CUSTODIAL SUPPLIES 09/11/09 Ck# 221283 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221393 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221417 WALMART COMMUNITY BRC 51810 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	164.00 88.84 88.84 149.83 359.88 2485.37 84.12
51810 410 CUSTODIAL SUPPLIES 09/11/09 Ck# 221283 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221393 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221417 WALMART COMMUNITY BRC 51810 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	88.84 88.84 149.83 359.88 2485.37 84.12 153.04
51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221393 G & K SERVICES 51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221417 WALMART COMMUNITY BRC 51810 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	88.84 149.83 359.88 2485.37 84.12 153.04
51810 410 CUSTODIAL SUPPLIES 09/25/09 Ck# 221417 WALMART COMMUNITY BRC 51810 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	149.83 359.88 2485.37 84.12 153.04
51810 436 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 51810 434 NATURAL GAS 09/25/69 Ck# 221372 ATMOS ENERGY	359.88 2485.37 84.12 153.04
51810 434 NATURAL GAS 09/25/09 Ck# 221372 ATMOS ENERGY	2485.37 84.12 153.04
31810 434 NATURAL GAS 07/23/09 CK# 2213/2 A(MOS ENERG)	84.12 153.04
00/0//00 CF# 331000 C 9 K CEDUTCEC	153.04
51010 451 UNIFORMS 09/04/09 C## 22/1009 G & SERVICES	100.04
51810 451 UNIFORMS	157.0/
5 8 0 45 UNIFORMS	155.04
John II. Cosin Cesa Cockings Continued Continu	1700.71
51910 435 OFFICE SUPPLIES 09/11/09 Ck# 221276 EVANS OFFICE SUPPLY CO. 51910 435 OFFICE SUPPLIES 09/11/09 Ck# 221285 GAYLORD BROS. 51910 435 OFFICE SUPPLIES 09/25/09 Ck# 221401 CINDY LANE 51910 ARCHIVES- PRESERVATION OF RECORDS	172.95
51910 435 OFFICE SUPPLIES 09/11/09 Ck# 221285 GAYLORD BROS.	398.26
51910 435 OFFICE SUPPLIES 09/25/09 Ck# 221401 CINDY LANE	33.36
52100 307 COMMUNICATION 09/04/09 Ck# 221142 VERIZON WIRELESS	84.85
52100 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T	97.67
52100 307 COMMUNICATION 09/25/09 Ck# 221371 AT&T LONG DISTANCE SERVICE	74.97
52100 355 TRAVEL 09/11/09 Ck# 221282 FUELMAN TENNESSEE	8.72
52100 355 TRAVEL 09/18/09 Ck# 221364 SUNTRUST BANKCARD. N.A.	252.65
52100 435 OFFICE SUPPLIES 09/04/09 Ck# 221086 EVANS OFFICE SUPPLY CO.	273.00
52100 524 IN-SERVICE/STAFF DEVELOPMENT 09/18/09 Ck# 221364 SUNTRUST BANKCARD, N.A.	273.00 175.00
52100 307 COMMUNICATION 09/04/09 Ck# 221142 VERIZON WIRELESS 52100 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T 52100 307 COMMUNICATION 09/25/09 Ck# 221371 AT&T LONG DISTANCE SERVICE 52100 355 TRAVEL 09/11/09 Ck# 221282 FUELMAN TENNESSEE 52100 355 TRAVEL 09/18/09 Ck# 221364 SUNTRUST BANKCARD, N.A. 52100 435 OFFICE SUPPLIES 09/04/09 Ck# 221086 EVANS OFFICE SUPPLY CO. 52100 524 IN-SERVICE/STAFF DEVELOPMENT 09/18/09 Ck# 221364 SUNTRUST BANKCARD, N.A. 52100 ACCOUNTS AND BUDGETS. Total: 7	966.86
52200 307 COMMUNICATION	-40
52200 435 OFFICE SUPPLIES 09/25/09 Ck# 221388 EVANS OFFICE SUPPLY CO.	4.29
52200 524 IN-SERVICE/STAFF DEVELOPMENT 09/18/09 Ck# 221364 SUNTRUST BANKCARD, N.A.	175.00
52200 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T 52200 435 OFFICE SUPPLIES 09/25/09 Ck# 221388 EVANS OFFICE SUPPLY CO. 52200 524 IN-SERVICE/STAFF DEVELOPMENT 09/18/09 Ck# 221364 SUNTRUST BANKCARD, N.A. 52200 PURCHASING	179.69
52300 307 COMMINICATION 09/25/09 CV# 22/371 ATRI LONG DISTANCE SERVICE	/ AZ
	260.00
52300 355 TRAVEL BELLEVILLE (0/10/10) CV# 221008 HODEINS MADEUR	200.00
52300 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T 52300 307 COMMUNICATION 09/25/09 Ck# 221371 AT&T LONG DISTANCE SERVICE 52300 338 MAINTENANCE AND REPAIR SERVICE 09/04/09 Ck# 221111 MORRISTOWN STARTER & GENERATOR 52300 355 TRAVEL 09/04/09 Ck# 221273 KEITH ELY 52300 355 TRAVEL 09/11/09 Ck# 221288 HOPKINS, MARSHA 52300 355 TRAVEL 09/11/09 Ck# 221295 MONTGOMERY BELL STATE PARK	70.32
52300 3CE TRAVEL 07/1/07 CH# 22/1080 HODELIN EMARCHA	00.17
52300 333 TRAVEL 07/11/09 CM 221200 NUMING, MARSHA	03.04
22500 333 TRAVEL U9/11/09 CK# 221293 MONIGOMERT BELL STATE PARK	210.00
5250U 555 TRAVEL U9/18/U9 CK# 221344 HOPKINS, MARSHA	76.34
5230U 355 TRAVEL 09/25/09 Ck# 221386 KEITH ELY	304.31
52300 355 TRAVEL 09/25/09 Ck# 221396 HOPKINS, MARSHA	70.12
52300 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE	224.92
52300 435 OFFICE SUPPLIES 09/11/09 Ck# 221276 EVANS OFFICE SUPPLY CO.	167.43
52300 338 MAINTENANCE AND REPAIR SERVICE 09/04/09 Ck# 221111 MORRISTOWN STARTER & GENERATOR 52300 355 TRAVEL 09/04/09 Ck# 221273 KEITH ELY 52300 355 TRAVEL 09/11/09 Ck# 221288 HOPKINS, MARSHA 52300 355 TRAVEL 09/11/09 Ck# 221289 HOPKINS, MARSHA 62300 355 TRAVEL 09/11/09 Ck# 221284 HOPKINS, MARSHA 62300 355 TRAVEL 09/18/09 Ck# 221344 HOPKINS, MARSHA 62300 355 TRAVEL 09/25/09 Ck# 221386 KEITH ELY 62300 355 TRAVEL 09/25/09 Ck# 221386 KEITH ELY 62300 355 TRAVEL 09/25/09 Ck# 221386 KEITH ELY 62300 425 GASOLINE 09/11/09 Ck# 221282 FUELMAN TENNESSEE 62300 435 OFFICE SUPPLIES 09/11/09 Ck# 221276 EVANS OFFICE SUPPLY CO. 52300 PROPERTY ASSESSOR'S OFFICE.	1569.68
52400 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T	1.80
52400 307 COMMUNICATION 09/25/09 Ck# 221371 AT&T LONG DISTANCE SERVICE	.76
52400 348 POSTAL CHARGES 09/15/09 Ck# 221322 U.S. POSTMASTER	5400.00
52400 307 COMMUNICATION 09/25/09 Ck# 221371 AT&T LONG DISTANCE SERVICE 52400 348 POSTAL CHARGES 09/15/09 Ck# 221322 U.S. POSTMASTER 52400 349 PRINTING, STATIONERY & FORMS 09/11/09 Ck# 221305 RIX COPIES	209.00

FUND: 101 GENERAL FUND (101)
REPT NAME: COMMISSION APPROVAL LISTING

PAGE: 3 DATE: 10/01/09 TIME: 4:05 PM

S2400 349 PRINTING, STATIONERY & FORMS 09/18/09 Ck# 221339 GOODMILL INDUSTRIES OF KNOWLU 10.00 10.		**************************************					
S2500 307 COMMUNICATION	52400 340	PRINTING STATIONERY & FORMS	09/18/09	rk# 221339	GOODWILL INDUSTRIES OF KNOWN	== []	20 nn
S2500 307 COMMUNICATION	52400 347	PRINTING STATIONERY & FORMS	09/18/09	Ck# 221359	RIX COPIES	• -	60.00
S2500 307 COMMUNICATION	52400 347	TRAVEL	09/11/09	Ck# 221282	FUELMAN TENNESSEE		11.68
S2500 307 COMMUNICATION	52400 435	OFFICE SUPPLIES	09/18/09	ck# 221323	ABS INC.		161.65
S2500 307 COMMUNICATION	52400 719	OFFICE FOULPMENT	09/25/09	Ck# 221397	INK IN A WINK		120.00
S2500 317 COUNTY CLERK'S OFFICE. 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 100.00 52600 709 DATA PROCESSING SERVICES 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221401 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221405 SARATOGA TECHNOLOGIES 3113.00 52600 307 COMMUNICATION 09/04/09 Ck# 221207 AT & T 223.15 County 223.	52400	COUNTY TRUSTEE'S OFFICE			Total:	9	5974.89
S2500 317 COUNTY CLERK'S OFFICE. 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 100.00 52600 709 DATA PROCESSING SERVICES 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221401 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221405 SARATOGA TECHNOLOGIES 3113.00 52600 307 COMMUNICATION 09/04/09 Ck# 221207 AT & T 223.15 County 223.							
S2500 317 COUNTY CLERK'S OFFICE. 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 100.00 52600 709 DATA PROCESSING SERVICES 09/04/09 Ck# 221121 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221401 SARATOGA TECHNOLOGIES 3113.00 52600 709 DATA PROCESSING EQUIPMENT 09/25/09 Ck# 221405 SARATOGA TECHNOLOGIES 3113.00 52600 307 COMMUNICATION 09/04/09 Ck# 221207 AT & T 223.15 County 223.	52500 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T		34.42
S2600 317 DATA PROCESSING SERVICES	52500 3 07	COMMUNICATION	09/25/09	Ck# 221371	AT&T LONG DISTANCE SERVICE		25.07
S2600 317 DATA PROCESSING SERVICES	52500 351	RENTALS	09/25/09	Ck# 221405	OCE IMAGISTICS, INC.		165.00
S2600 317 DATA PROCESSING SERVICES	52500	COUNTY CLERK'S OFFICE			Total:	4	257.76
S2900 307 COMMUNICATION							
S2900 307 COMMUNICATION	52600 709	DATA PROCESSING EQUIPMENT	09/25/09	Ck# 221410	SARATOGA TECHNOLOGIES		3113.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52600	DATA PROCESSING			Total:	2	3213.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 307	COMMUNICATION	09/04/09	ck# 221063	ADVANCED COMMUNICATIONS, INC.		246.30
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T	•	223.15
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 307	COMMUNICATION	09/25/09	Ck# 221371	AT&T LONG DISTANCE SERVICE		12.79
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 330	OPERATING LEASE PAYMENTS	09/11/09	Ck# 221301	MUS FIBERNET		28.41
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 330	OPERATING LEASE PAYMENTS	09/11/09	Ck# 221315	TIDI WASTE SYSTEMS		66.61
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 330	OPERATING LEASE PAYMENTS	09/25/09	ck# 221376	CBL & ASSOCIATES, INC.		6723.15
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 335	MAINTENANCE AND REPAIR SERVICE	09/11/09	Ck# 221307	SAM JARNIGAN ELECTRIC		975.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 435	OFFICE SUPPLIES	09/04/09	Ck# 221120	ROCKY TOP H20		11.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 435	OFFICE SUPPLIES	09/11/09	Ck# 221276	EVANS OFFICE SUPPLY CO.		71.09
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 435	OFFICE SUPPLIES	09/18/09	Ck# 221336	EVANS OFFICE SUPPLY CO.		209.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 435	OFFICE SUPPLIES	09/25/09	Ck# 221388	EVANS OFFICE SUPPLY CO.		209.00
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 719	OFFICE EQUIPMENT	09/04/09	Ck# 221129	THERMOCOPY OF TENNESSEE		30.69
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900 719	OFFICE EQUIPMENT	09/11/09	ck# 221314	THERMOCOPY OF TENNESSEE		12.50
S3100 194 JURY FEES O9/11/09 Ck# 221263 CITIZEN TRIBUNE 54.02	52900	OTHER FINANCE - MALL OFFICE			Total:	13	8818.69
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 194	JURY FEES	09/11/09	Ck# 221263	CITIZEN TRIBUNE		54.02
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 194	JURY FEES	09/18/09	Ck# 221346	JOHN COFFEY		20.00
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 307	COMMUNICATIONS	09/11/09	Ck# 221257	AT & T		34.82
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 307	COMMUNICATIONS	09/25/09	ck# 221371	AT&T LONG DISTANCE SERVICE		57.57
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 349	PRINTING	09/18/09	Ck# 221324	ACME PRINTING COMPANY, INC.		340.00
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 349	PRINTING	09/25/09	Ck# 221370	ACME PRINTING COMPANY, INC.		180.00
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 351	RENTALS	09/25/09	Ck# 221405	OCE IMAGISTICS, INC.		369.00
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 435	OFFICE SUPPLIES	09/11/09	Ck# 221276	EVANS OFFICE SUPPLY CO.		23.48
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 435	OFFICE SUPPLIES	09/18/09	ck# 221336	EVANS OFFICE SUPPLY CO.		406.26
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100 435	OFFICE SUPPLIES	09/18/09	ck# 221361	SCHWAAB, INC.		300.07
53300 307 COMMUNICATIONS 09/11/09 Ck# 221257 AT & T 19.61 53300 399 OTHER CONTRACTED SERVICES 09/18/09 Ck# 221343 HERBERT HOLCOMB 150.00 53300 GENERAL SESSIONS COURT	53100	CIRCUIT COURT			Total:	10	1785.22
	53300 307	COMMUNICATIONS	09/11/09	Ck# 221257	AT & T		19.61
	53300 399	OTHER CONTRACTED SERVICES	09/18/09	ck# 221343	HERBERT HOLCOMB		150.00
53330 307 COMMUNICATION 09/11/09 Ck# 221257 AT & T .60 53330 348 POSTAL CHARGES 09/11/09 Ck# 221277 FEDERAL EXPRESS 74.63	53300					2	169.61
53330 348 POSTAL CHARGES 09/11/09 Ck# 221277 FEDERAL EXPRESS 74.63	53330 307	COMMUNICATION	09/11/09	Ck# 221257	AT & T		.60
	53330 348	POSTAL CHARGES	09/11/09	Ck# 221277	FEDERAL EXPRESS		

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53330 351 RENTALS/OCCUPANCY	09/25/09	ck# 221405	OCE IMAGISTICS, INC.	135.00
53330 355 TRAVEL	09/11/09	Ck# 221312	TASSI, INC.	100.00
53330 368 DRUG TREATMENT EXPENSES	09/04/09	ck# 221097	HELEN ROSS MCNABB CENTER	2403.75
53330 368 DRUG TREATMENT EXPENSES	09/11/09	Ck# 221258	DONALD BAIRD	225.00
53330 368 DRUG TREATMENT EXPENSES	09/11/09	Ck# 221259	WAYNE E. BLEVINS	225.00
53330 368 DRHG TREATMENT EXPENSES	09/18/09	Ck# 221328	CHEROKEE HEALTH SYSTEMS	757.80
53330 368 DRUG TREATMENT EXPENSES	09/18/09	Ck# 221342	HELEN ROSS MCNABB CENTER	1762.95
53330 435 DEFICE SUPPLIES	09/04/09	Ck# 221086	EVANS OFFICE SUPPLY CO.	746.43
53330 351 RENTALS/OCCUPANCY 53330 355 TRAVEL 53330 368 DRUG TREATMENT EXPENSES 53330 435 OFFICE SUPPLIES 53330 DRUG COURT.				6431.16
53400 307 COMMUNICATION	09/11/09	Ck# 221257	AT & T	19.21
53400 307 COMMUNICATION	09/25/09	ck# 221371	ATRI LONG DISTANCE SERVICE	42.86
53/00 351 PENTALS	09/25/09	ck# 2214n5	OCE IMAGISTICS INC.	199 50
53400 331 RENTAES	09/18/09	rv# 221336	EVANS OFFICE SUPPLY CO	/ AR
53400 433 0111CE 3077E1E3	09/25/09	rk# 221388	EVANS OFFICE SUPPLY CO.	78.85
53400 307 COMMUNICATION 53400 307 COMMUNICATION 53400 351 RENTALS 53400 435 OFFICE SUPPLIES 53400 435 OFFICE SUPPLIES 53400 CHANCERY COURT.		CK# 2E1300		305.10
52500 207 COMMUNICATION	00.404.400	CL# 2211/2	WEDIZON UIDELESS	193.00
55500 507 COMMUNICATION	09/04/09	CK# 221192	VERIZON WIRELESS	102.90
535UU SU7 COMMUNICATION	09/11/09	CK# 221221	ATOT LONG DISTANCE SERVICE	2.00
535UU 3U7 CUMMUNICATION	09/25/09	UK# 2213/1	ATAL LUNG DISTANCE SERVICE	41.78
53500 308 CUNSULTANTS	09/11/09	CK# 2213U4	CATELY " HEALTH CONNECTIONS	866.61
53500 322 EVALUATION AND TESTING	09/23/09	CK# 221409	SAFELL & HEALTH CONNECTIONS	910.79
53500 351 RENIALS	09/23/09	CK# 2214U3	CHOCKELLE CENTER OF THE BEAG	199.50
53500 399 OTHER CONTRACTED SERVICES	09/10/09	CK# 221349	KNUXVILLE CENTER OF THE BEAF	317.23
53500 422 FOOD SUPPLIES	09/04/09	CK# 221120	RUCKT TUP HZU	22.00
53500 422 FOOD SUPPLIES	09/25/09	UK# 221417	WALMARI COMMUNITY BKC	295.99
535UU 425 GASULINE	09/11/09	UK# 221282	FUELMAN TENNESSEE	42.78
53500 435 OFFICE SUPPLIES	09/18/09	CK# 221360	ROUKY TOP H20	27.50
53500 435 OFFICE SUPPLIES	09/25/09	CK# 221388	EVANS OFFICE SUPPLY CO.	124.55
53500 307 COMMUNICATION 53500 307 COMMUNICATION 53500 307 COMMUNICATION 53500 308 CONSULTANTS 53500 351 RENTALS 53500 351 RENTALS 53500 399 OTHER CONTRACTED SERVICES 53500 422 FOOD SUPPLIES 53500 422 FOOD SUPPLIES 53500 425 GASOLINE 53500 435 OFFICE SUPPLIES 53500 435 OFFICE SUPPLIES			!otal: 12	3033.65
53800 435 OFFICE SUPPLIES	09/04/09	Ck# 221080	COUNTY RECORD SERVICES	420.94
53910 716 LAW ENFORCEMENT EQUIPMENT 53910 716 LAW ENFORCEMENT EQUIPMENT 53910 SHERIFF - BALIFFS	09/04/09	ck# 221073	CARTWRIGHT COMMUNICATION	324.00
53910 716 LAW ENFORCEMENT EQUIPMENT	09/04/09	Ck# 221128	TASER INTERNATIONAL, INC	817.64
53910 SHERIFF - BALIFFS			Total: 2	1141.64
54110 196 IN-SERVICE TRAINING 54110 196 IN-SERVICE TRAINING 54110 196 IN-SERVICE TRAINING 54110 307 COMMUNICATION 54110 332 EVALUATION AND TESTING	09/04/09	Ck# 221069	JIM BROOKS	100.00
54110 196 IN-SERVICE TRAINING	09/11/09	Ck# 221260	JIM BROOKS	100.00
54110 196 IN-SERVICE TRAINING	09/18/09	Ck# 221369	WALTERS STATE COMMUNITY COLLEG	1118.00
54110 307 COMMUNICATION	09/04/09	Ck# 221066	AT & T	46.81
54110 307 COMMUNICATION	09/04/09	Ck# 221142	VERIZON LIBELESS	37 //
54110 307 COMMUNICATION	09/11/09	rk# 221257	AT & T	108 36
54110 307 COMMUNICATION	09/18/09	Ck# 221367	VERIZON UIRELESS	1203 20
54110 307 COMMUNICATION	09/25/09	Ck# 221371	AT&T LONG DISTANCE SERVICE	710 53
54110 322 EVALUATION AND TESTING	09/04/09	Ck# 221000	IPMA-HR	3/0.33 1/5 On
54110 338 MAINT & PEDAID SER - VEHICLES	09/04/09	Ck# 221099	DEINNON AUTO PEDATE	1050 21
54110 338 MAINT & REPAIR SER - VEHICLES	07/04/09	rb# 201047	CDESCENT UNSU S THEE	1034.21
5/110 330 MAINT & DEDAID COD . VEHICLES	07/11/09	CK# 221201	MODBICTOUN FORD	493.00
54110 322 EVALUATION AND TESTING 54110 338 MAINT & REPAIR SER - VEHICLES 54110 338 MAINT & REPAIR SER - VEHICLES 54110 338 MAINT & REPAIR SER - VEHICLES 54110 338 MAINT & REPAIR SER - VEHICLES	09/11/09	CK# ZZ1Z90	MODBISTORN FORD BODY SHOD	2288.24
JATIO 330 MAINT & REPAIR SER - VEHICLES	07/11/09	UK# 661691	MOKKISIOMN FOKD RODI ZHOB	548.00

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54110 338 MAINT & REPAIR SER - VEHICLES 54110 338 MAINT & REPAIR SER - VEHICLES 54110 338 MAINT & REPAIR SER - VEHICLES 54110 351 RENTALS 54110 355 TRAVEL	09/11/09	Ck# 221306	ROYSTON CHRYSLER	743 34
54110 338 MAINT & REPAIR SER - VEHICLES	09/18/09	ck# 221333	DRINNON AUTO REPAIR	370 46
54110 338 MAINT & REPAIR SER - VEHICLES	09/25/09	Ck# 221383	DRINNON AUTO REPAIR	90 10
54110 351 RENTALS 54110 351 RENTALS 54110 355 TRAVEL 54110 425 GASOLINE 54110 431 LAW ENFORCEMENT SUPPLIES	09/25/09	ck# 221405	OCE IMAGISTICS, INC.	232 50
54110 353 TOW-IN SERVICES	09/18/09	Ck# 221363	SUNSET SERVICE CENTER	55.00
54110 355 TRAVEL	09/04/09	Ck# 221094	HAYES. MIKE	7.13
54110 355 TRAVEL	09/04/09	Ck# 221126	DAVID STAPLETON	15.32
54110 355 TRAVEL	09/11/09	Ck# 221289	INMAN, RONNIE	175.29
54110 355 TRAVEL	09/18/09	Ck# 221364	SUNTRUST BANKCARD, N.A.	1972.97
54110 355 TRAVEL	09/25/09	Ck# 221378	CLOER, CRAIG	22.65
54110 355 TRAVEL	09/25/09	Ck# 221411	JEREMY SHAW	14.04
54110 425 GASOLINE	09/11/09	Ck# 221282	FUELMAN TENNESSEE	10116.88
54110 425 GASOLINE 54110 431 LAW ENFORCEMENT SUPPLIES 54110 433 LUBRICANTS	09/25/09	Ck# 221417	WALMART COMMUNITY BRC	119.88
54110 433 LUBRICANTS	09/11/09	Ck# 221267	CRESCENT WASH & LUBE	186.99
54110 435 OFFICE SUPPLIES	09/11/09	Ck# 221276	EVANS OFFICE SUPPLY CO.	292.86
54110 450 TIRES & TUBES	09/18/09	Ck# 221358	PORTER'S TIRE STORE	143.00
54110 451 UNIFORMS	09/25/09	Ck# 221385	EAST RIDGE UNIFORMS	400.00
54110 599 OTHER CHARGES	09/04/09	Ck# 221084	SUNTRUST BANKCARD, N.A. CLOER, CRAIG JEREMY SHAW FUELMAN TENNESSEE WALMART COMMUNITY BRC CRESCENT WASH & LUBE EVANS OFFICE SUPPLY CO. PORTER'S TIRE STORE EAST RIDGE UNIFORMS EAST TENNESSEE FLORIST ROCKY TOP H2O FEDERAL EXPRESS SAMANTHA GREGORY MORRISTOWN-HAMBLEN HOSPITAL ROCKY TOP H2O	115.00
54110 599 OTHER CHARGES	09/04/09	Ck# 221120	ROCKY TOP H20	11.00
54110 599 OTHER CHARGES	09/11/09	Ck# 221277	FEDERAL EXPRESS	27.91
54110 599 OTHER CHARGES	09/18/09	Ck# 221340	SAMANTHA GREGORY	310.00
54110 599 OTHER CHARGES	09/18/09	Ck# 221353	MORRISTOWN-HAMBLEN HOSPITAL	22.55
54110 599 OTHER CHARGES	09/18/09	Ck# 221360	ROCKY TOP H20	22.00
54110 599 OTHER CHARGES	09/18/09	Ck# 221364	SUNTRUST BANKCARD N.A.	15.00
54110 599 OTHER CHARGES	09/25/09	Ck# 221379	COMMERCIAL EMBLEM COMPANY	15.00 52.50
54110 716 LAW ENFORCEMENT EQUIPMENT	09/11/09	Ck# 221265	CRAIG'S FIREARM SUPPLY	50.60
54110 716 LAW ENFORCEMENT EQUIPMENT	09/25/09	Ck# 221417	WALMART COMMUNITY BRC	269.00
54110 431 LAW ENFORCEMENT SUPPLIES 54110 435 OFFICE SUPPLIES 54110 450 TIRES & TUBES 54110 451 UNIFORMS 54110 599 OTHER CHARGES 54110 716 LAW ENFORCEMENT EQUIPMENT 54110 716 LAW ENFORCEMENT EQUIPMENT 54110 SHERIFF'S DEPARTMENT			Total: 40	22722.86
54140 307 COMMUNICATION	09/04/09	Ck# 22114Z	VERIZON WIRELESS	37.42
54140 307 COMMUNICATION	09/11/09	ck# 221257	AT & T	2.59
54140 307 COMMUNICATION	09/25/09	ck# 221371	AT&T LONG DISTANCE SERVICE	13.25
54140 3 55 TRAVEL	09/25/09	Ck# 221404	NEWMAN, JIM	162.69
54140 307 COMMUNICATION 54140 307 COMMUNICATION 54140 307 COMMUNICATION 54140 355 TRAVEL 54140 435 OFFICE SUPPLIES	09/04/09	Ck# 221095	HAYTER PRINTING COMPANY	90.00
54140 TAX ENFORCEMENT OFFICE			Total: 5	305.95
54150 431 LAW ENFORCEMENT SUPPLIES	09/25/09	ck# 221382	CREATIVE PRODUCT SOURCING, INC	435.88
54150 431 LAW ENFORCEMENT SUPPLIES	09/25/09	Ck# 221407	PROFESSIONAL COMUNICATION SVCS	448.00
54150 431 LAW ENFORCEMENT SUPPLIES	09/25/09	Ck# 221412	SIGNS NOW	800.00
54150 431 LAW ENFORCEMENT SUPPLIES	09/25/09	Ck# 221413	TEE'S PLUS SCREEN PRINTING	37.50
54150 431 LAW ENFORCEMENT SUPPLIES 54150 431 LAW ENFORCEMENT SUPPLIES 54150 431 LAW ENFORCEMENT SUPPLIES 54150 DRUG ENFORCEMENT	• • • • • • • • •		Total: 4	1721.38
54160 309 CONTRACTS WITH GOVERNMENT AGEN	09/04/09	CK# 221131	IN BUREAU OF INVESTIGATION	100.00
54160 355 TRAVEL	09/11/09	Ck# 221275	TERRI BETH EPPS	113.92
54160 ADMIN OF SEXUAL OFFENDER REGIS	1RY	• • • • • • • • • • •	Total: 2	213.92
5/210 7%/ MAINTENANCE ACREMENTS	00 (0) (00	cl.# 221124	COURT HEATERN CONTRIVES	.===
54210 334 MAINTENANCE AGREEMENTS	09/04/09	UK# 221124	SOUTH WESTERN COMMUNICATIONS,	4780.00
54210 335 MAINTENANCE AND REPAIR SERVICE	09/04/09	CK# 221092	HAMBLEN CO BOARD OF EDUCATION	322.81
54210 335 MAINTENANCE AND REPAIR SERVICE 54210 335 MAINTENANCE AND REPAIR SERVICE	09/11/09	UK# 221286	MARVILLE HARDWARE, INC.	672.00
JACTO 333 MAINTENANCE AND REPAIR SERVICE	09/11/09	LK# 221320	WALKER SUPPLY	265.23

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54210 335 MAINTENANCE AND REPAIR SERVICE	09/18/09	Ck# 221356	PANTHER STEEL CO.	67 nn
54210 336 MAINT & REPAIR SER - FOULPMENT	09/04/09	Ck# 221114	NATIONAL JAIL & LOCK REPAIR	8942.13
54210 336 MAINT & REPAIR SER - FOUIPMENT	09/04/09	Ck# 221124	SOUTH WESTERN COMMUNICATIONS.	2886.00
54210 336 MAINT & REPAIR SER - FOULPMENT	09/11/09	Ck# 221261	BROWN APPLIANCE PARTS CO. INC.	135.37
54210 336 MAINT & REPAIR SER - FOULPMENT	09/25/09	Ck# 221375	BROWN APPLIANCE PARTS CO. INC.	26.15
54210 340 MEDICAL & DENTAL SERVICES	09/04/09	Ck# 221085	EMERGENCY COVERAGE CORPORATION	767 00
5/210 340 MEDICAL & DENTAL SERVICES	09/04/09	Ck# 221096	HEALTHSTAR PHYSICIANS P.C.	1855 80
5/210 340 MEDICAL & DENTAL SERVICES	09/04/09	Ck# 221110	MORRISTOWN REGIONAL EYE CENTER	100.00
5/210 340 MEDICAL & DENTAL SERVICES	09/04/09	Ek# 221112	MORRISTOWN-HAMBIEN HOSPITAL	3791 27
54210 340 MEDICAL & DENTAL SERVICES	09/11/09	Ck# 221299	MORRISTOWN-HAMBLEN EMS	178.22
54210 340 MEDICAL & DENTAL SERVICES	09/11/09	Ck# 221300	MORRISTOWN-HAMBLEN HOSPITAL	305.80
54210 340 MEDICAL & DENTAL SERVICES	09/11/09	Ck# 221310	SOUTHERN HEALTH PARTNERS	14600.00
54210 340 MEDICAL & DENTAL SERVICES	09/11/09	Ck# 221319	UNIVERSITY RADIOLOGY	23.91
54210 340 MEDICAL & DENTAL SERVICES	09/25/09	Ck# 221402	MOORE MEDICAL CORP.	1042.92
5/210 351 RENTALS	09/25/09	Ck# 221405	OCE IMAGISTICS INC.	185 00
5/210 410 CUSTODIAL SUPPLIES	09/04/09	Ck# 221102	KEL-SAN. INC.	279 67
5/210 410 CUSTODIAL SUPPLIES	09/11/09	Ck# 221292	KEL-SAN INC	736 99
54210 410 CUSTODIAL SUPPLIES	09/11/09	Ck# 221315	TIDI WASTE SYSTEMS	342 14
54210 410 CUSTODIAL SUPPLIES	09/18/09	Ck# 221347	KEL-SAN. INC.	761.80
54210 410 CUSTODIAL SUPPLIES	09/25/09	Ck# 221399	KEL-SAN, INC.	1149 27
54210 413 DRUGS & MEDICAL SUPPLIES	09/04/09	Ck# 221081	DOCTOR'S HOSPITAL PHARMACY	127 82
54210 413 DRUGS & MEDICAL SUPPLIES	09/11/09	Ck# 221271	DOCTOR'S HOSPITAL PHARMACY	913.28
54210 422 FOOD SUPPLIES	09/04/09	Ck# 221087	FLAV-O-RICH	406.65
54210 422 FOOD SUPPLIES	09/04/09	Ck# 221088	FLOWERS BAKING COMPANY	407.55
54210 422 FOOD SUPPLIES	09/04/09	Ck# 221118	PEG HALE . INC.	11310 86
54210 422 FOOD SUPPLIES	09/11/09	Ck# 221279	FLAV-O-RICH	406.65
54210 422 FDOD SUPPLIES	09/11/09	Ck# 221280	FLOWERS BAKING COMPANY	402.03
54210 422 FOOD SUPPLIES	09/11/09	Ck# 221281	FOOD CITY - #607	12 44
54210 422 FOOD SUPPLIES	09/18/09	ck# 221337	FLAV-O-RICH	423 30
54210 422 FOOD SUPPLIES	09/18/09	Ck# 221338	FLOWERS BAKING COMPANY	457 38
S4210 422 FOOD SUPPLIES	09/25/09	Ck# 221390	FLAV-O-RICH	406.80
54210 422 FOOD SUPPLIES	09/25/09	Ck# 221391	FLOWERS BAKING COMPANY	42 90
54210 441 PRISONERS CLOTHING	09/25/09	Ck# 221374	BOB BARKER COMPANY INC.	1493 48
54210 599 OTHER CHARGES	09/04/09	Ck# 221106	LOWE'S	501 16
5/210 500 OTHER CHARGES	09/11/09	rk# 221263	CITIZEN TOTRUME	177 7/
54210 599 OTHER CHARGES	09/25/09	Ck# 221417	WALMART COMMUNITY RRC	1/2.74
54210 716 Law ENERGENEER FOULDMENT	00/04/00	rv# 221073	CAPTURICHT COMMUNICATION	2270 86
5/210 716 LAW ENFORCEMENT EQUIDMENT	00/04/07	nb# 221106	LOUE 16	2230.00
5/210 716 LAW ENFORCEMENT EQUIPMENT	09/04/09	rk# 221100	COUNTY DECODE SERVICES	230,80 1045 E0
54210 - JAIL	097 10709	CK# 221331	Total: 43	1003.30
wallo vii wallinininininininininininininininininini				03407.74
54250 196 IN-SERVICE TRAINING 54250 307 COMMUNICATIONS 54250 425 GASOLINE 54250 435 OFFICE SUPPLIES 54250 435 OFFICE SUPPLIES 54250 WORK RELEASE PROGRAM	09/18/09	rk# 221335	SMOKY MT CRIMINAL HISTICS COME	Հ ስስ በሰ
54250 307 COMMUNICATIONS	09/11/09	rk# 221257	AT & T	300.00 40
54250 425 BASOLINE	09/11/09	rv# 221297	FIFE MAN TENNESSEE	11/, 17
54250 435 OFFICE SUPPLIES	07/11/07	Ck# 221232	EVANS DEFICE SUDDLY CO	114.12
54250 435 OFFICE SUPPLIES	09/10/09	CV# 221330	EVANS OFFICE SUPPLY CO.	1/4,47
54250 WORK RELEASE PROGRAM	377 237 07	PK# 551700	Total •	34.03 54/.04
				304,00
				85.86
54410 307 COMMUNICATION 54410 307 COMMUNICATION	09/11/09	rk# 221742	AT & T	.40
24110 201 COURTON TOWN	07/ 11/ 0 7	CK# ECIESI	nr ur i	.40

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54410 338	MAINT & REPAIR SER -VEHICLES	09/11/09	ck# 221267	CRESCENT WASH & LUBE	12.00
54410 425	GASOLINE	09/11/09	Ck# 221282	FUELMAN TENNESSEE	514.58
54410 451	UNIFORMS	09/25/09	Ck# 221385	EAST RIDGE UNIFORMS	134.50
54410 599	OTHER CHARGES (EMERGECY)	09/04/09	Ck# 221142	VERIZON WIRELESS	60.01
54410 599	OTHER CHARGES (EMERGECY)	09/25/09	Ck# 221414	TIMELESS ELEGANCE TEA ROOM	340.00
54410	EMERGENCY MANAGEMENT			CRESCENT WASH & LUBE FUELMAN TENNESSEE EAST RIDGE UNIFORMS VERIZON WIRELESS TIMELESS ELEGANCE TEA ROOM	1147.35
54420 309	CONTRACTS WITH GOVERNMENT AGEN	09/04/09	Ck# 221091	HAMBLEN CO. 911	11786.33
54490 790	OTHER EQUIPMENT	09/18/09	Ck# 221330	COBRA CANINE SUNTRUST BANKCARD, N.A. ROGER D. OVERHOLT	8500.00
54490 790	OTHER EQUIPMENT	09/18/09	ck# 221364	SUNTRUST BANKCARD, N.A.	1601.77
54490 790	OTHER EQUIPMENT	09/25/09	Ck# 221406	ROGER D. OVERHOLT	48.01
54490	OTHER EMERGENCY MANAGEMENT			Total: 3	10149.78
54610 103	ASSISTANT(S)	09/04/09	Ck# 221105	LOVE, WILLIAM B. BRIAN A ROBINSON BRADLEY C SMITH DR. TOM C. THOMPSON DEPARTMENT OF PATHOLOGY GALL'S INC. DOCKERY FUNERAL HOME UNIVERSITY PATHOLOGISTS, P.C. EDDIE DAVIS	480.00
54610 103	ASSISTANT(S)	09/04/09	Ck# 221119	BRIAN A ROBINSON	30,00
54610 103	ASSISTANT(S)	09/04/09	Ck# 221122	BRADLEY C SMITH	60.00
54610 189	OTHER SALARIES & WAGES	09/04/09	ck# 221130	DR. TOM C. THOMPSON	1666.66
54610 189	OTHER SALARIES & WAGES	09/11/09	Ck# 221269	DEPARTMENT OF PATHOLOGY	125.00
54610 189	OTHER SALARIES & WAGES	09/11/09	Ck# 221284	GALL'S INC.	265.32
54610 189	OTHER SALARIES & WAGES	09/18/09	Ck# 221332	DOCKERY FUNERAL HOME	150.00
54610 189	OTHER SALARIES & WAGES	09/25/09	Ck# 221416	UNIVERSITY PATHOLOGISTS, P.C.	2600.00
54610 399	OTHER CONTRACTED SERVICES	09/11/09	CK# 221268	EDDIE DAVIS	600.00
54610	COUNTY CORONER/MEDICAL EXAMINE	K		Total: 9	5976.98
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/04/09	Ck# 221086	EVANS OFFICE SUPPLY CO.	114.00
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/11/09	Ck# 221257	AT & T	122.52
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/11/09	Ck# 221272	ELLISON SANITARY SUPPLY CO.	314.30
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/11/09	Ck# 221290	ALLISON MICHELLE JENKINS	701.50
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/11/09	CK# 221315	TIDI WASIE SYSTEMS	85.84
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/18/09	UK# 221334	ENGLISH MOUNTAIN COFFEE	67.80
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/18/09	CK# 221502	SMILEMAKEKS	129.99
55110 309	CONTRACTS WITH GOVERNMENT AGEN	09/25/09	UK# 2213/1	ATMOS ENERGY	198.46
55110 309 EE110 700	CONTRACTS WITH COVERNMENT ACEN	09/25/09	CL# 221200	ALLICON MICHELLE LENGTHS	204.50
55110 309 66110 766	CUNIKACIS WITH GOVEKNMENT AGEN	09/23/09	CK# 221370	ALLISON MICHELLE JENKINS	701.50
55110 333 66110 766	TRAVEL	09/04/09	CK# 221072	ACHIEV PROOKE CORP	80.58
22 FT 222	TRAVEL	09/04/09	CK# 221010	ASHLET BROUKE COBB	14.91
55110 333 65110 3 55	TRAVEL	09/04/09	CK# 221003	ALEXA PURES	258.06
55110 333 55110	IOCAL HEALTH CENTER	09/04/09	CK# 221123	Kim Smill	120.35
<i>J</i> J110	LOCAL REALIN DENIER			EVANS OFFICE SUPPLY CO. AT & T ELLISON SANITARY SUPPLY CO. ALLISON MICHELLE JENKINS TIDI WASTE SYSTEMS ENGLISH MOUNTAIN COFFEE SMILEMAKERS AT&T LONG DISTANCE SERVICE ATMOS ENERGY ALLISON MICHELLE JENKINS THELMA CARPENTER ASHLEY BROOKE COBB ALEXA DUKES KIM SMITH	3036.25
55530 316	CONTRIBUTIONS	09/04/09	Ck# 221101	K-MART TN COMMUNITY HEALTH SERVICES TODDLER'S INN CHRIS TRENT K-MART JACKIE LINKOUS JENNIFER FRANK Total: 7	140.94
55530 316	CONTRIBUTIONS	09/04/09	Ck# 221132	TN COMMUNITY HEALTH SERVICES	110.00
55530 316	CONTRIBUTIONS	09/04/09	Ck# 221137	TODDLER'S INN	450.00
55530 316	CONTRIBUTIONS	09/04/09	Ck# 221138	CHRIS TRENT	60.00
55530 316	CONTRIBUTIONS	09/11/09	Ck# 221291	K-MART	187.93
55530 316	CONTRIBUTIONS	09/11/09	Ck# 221294	JACKIE LINKOUS	17.46
55530 316	CONTRIBUTIONS	09/25/09	Ck# 221392	JENNIFER FRANK	42.82
ეეე <u>5</u> 0	DEPARTMENT OF CHILDRENS SERVIC	ES		Total: 7	1009.15

FU. +01 GENERAL FUND (101)
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						DESCRIPTION	
55590	316	CONTRIBUTIONS	09/11/09	Ck#	221321	DESCRIPTION THE STATE OF THE SERVICE	570.00
56700	307	COMMUNICATION	09/04/09	Ck#	221142	VERIZON WIRELESS	33.27
56700	307	COMMUNICATION	09/11/09	Ck#	221257	AT & T	346.39
56700	307	COMMUNICATION	09/25/09	Ck#	221371	AT&T LONG DISTANCE SERVICE	4,22
56700	336	MAINTENANCE AND REPAIR SERVICE	09/04/09	Ck#	221104	LANE SALES POWER EQUIPMENT	14.98
56700	336	MAINTENANCE AND REPAIR SERVICE	09/18/09	Ck#	221364	SUNTRUST BANKCARD, N.A.	186.63
56700	410	CUSTODIAL SUPPLIES	09/11/09	Ck#	221315	TIDI WASTE SYSTEMS	390.60
56700	410	CUSTODIAL SUPPLIES	09/25/09	Ck#	221417	WALMART COMMUNITY BRC	54.59
56700	412	DIESEL FUEL	09/18/09	Ck#	221357	PIONEER PETROLEUM	468.05
56700	415	ELECTRICITY	09/11/09	Ck#	221298	MORRISTOWN UTILITIES	1798.00
56700	415	ELECTRICITY	09/18/09	Ck#	221325	APPALACHIAN ELECTRIC COOP	19.50
56700	425	GASOLINE	09/11/09	Ck#	221282	FUELMAN TENNESSEE	333.60
56700	454	WATER AND SEWER	09/11/09	Ck#	221298	MORRISTOWN UTILITIES	1155.00
56700	499	OTHER SUPPLIES AND MATERIALS	09/04/09	Ck#	221079	COCKE FARMERS COOP	10.19
56700	499	OTHER SUPPLIES AND MATERIALS	09/04/09	Ck#	221106	LOWE'S	433.64
56700	506	LIABILITY INSURANCE	09/04/09	Ck#	221127	STRATE INSURANCE GROUP	1097.00
56700	513	WORKMAN'S COMPENSATION INSURAN	09/25/09	Ck#	221400	KEY RISK INSURANCE COMPANY	343.91
56700	500	OTHER CHARGES	09/11/09	Ck#	221287	HOLDERS ELECTRICAL CONTRACTING	470_00
56700	500	OTHER CHARGES	09/18/09	Ck#	221364	SUNTRUST BANKCARD, N.A.	21.95
56700	701	OTHER CONSTRUCTION	09/18/09	Ck#	221351	LANE SALES POWER EQUIPMENT	6995.00
56700		PARK					14176,52
20700	209	CONTRACTS WITH GOVERNMENT AGEN	07/23/07	UKII	261373	HAMBLEN COUNTY MORKISTOWN	1193.20
57100	316	CONTRIBUTIONS	09/04/09	Ck#	221108	NANCY MARSHALL	27.54
57100	316	CONTRIBUTIONS	09/04/09	Ck#	221142	VERIZON WIRELESS	37.42
57100	316	CONTRIBUTIONS	09/11/09	Ck#	221257	AT & T	1.60
57100	316	CONTRIBUTIONS	09/11/09	Ck#	221270	ELIZABETH DOAN	51.51
57100	316	CONTRIBUTIONS	09/11/09	Ck#	221282	FUELMAN TENNESSEE	29.07
57100	316	CONTRIBUTIONS	09/18/09	Ck#	221352	DEBRA LONG	91.29
57100	316	CONTRIBUTIONS	09/25/09	Ck#	221371	AT&T LONG DISTANCE SERVICE	13.72
57100		AGRICULTURAL EXTENSION SERVICE				NANCY MARSHALL VERIZON WIRELESS AT & T ELIZABETH DOAN FUELMAN TENNESSEE DEBRA LONG AT&T LONG DISTANCE SERVICE Total: 7	252.15
58300	307	COMMUNICATIONS	09/11/09	Ck#	221257	AT & T AT&T LONG DISTANCE SERVICE	.40
58300	307	COMMUNICATIONS	09/25/09	Ck#	221371	AT&T LONG DISTANCE SERVICE	.41
58300		VETERANS' SERVICES				Total: 2	.81
58400	307	COMMUNICATIONS	09/04/09	Ck#	221142	VERIZON WIRELESS AT & T AT&T LONG DISTANCE SERVICE SARATOGA TECHNOLOGIES SARATOGA TECHNOLOGIES MUS FIBERNET COUNTY EXECUTIVES OF AMERICA CITIZEN TRIBLINE NEOPOST LEASING U.S.POSTAL SERVICE U.S.POSTAL SERVICE EVANS OFFICE SUPPLY CO.	37.42
58400	307	COMMUNICATIONS	09/11/09	Ck#	221257	AT & T	2595.16
58400	307	COMMUNICATIONS	09/25/09	Ck#	221371	AT&T LONG DISTANCE SERVICE	91.22
58400	312	CONTRACTS WITH PRIVATE AGENCIE	09/04/09	Ck#	221121	SARATOGA TECHNOLOGIES	25.00
58400	312	CONTRACTS WITH PRIVATE AGENCIE	09/11/09	Ck#	221308	SARATOGA TECHNOLOGIES	2400.00
58400	312	CONTRACTS WITH PRIVATE AGENCIE	09/18/09	Ck#	221354	MUS FIBERNET	410.45
58400	320	DUES & MEMBERSHIPS	09/25/09	Ck#	221380	COUNTY EXECUTIVES OF AMERICA	581.27
58400	332	LEGAL NOTICES, RECORDING AND C	09/11/09	Ck#	221263	CITIZEN TRIBUNE	32.85
58400	334	MAINTENANCE AGREEMENTS	09/11/09	Ck#	221302	NEOPOST LEASING	986.88
58400	348	POSTAL CHARGES	09/04/09	Ck#	221139	U.S.POSTAL SERVICE	2.50
58400	348	POSTAL CHARGES	09/18/09	Ck#	221366	U.S.POSTAL SERVICE	6.78
58400	435	OFFICE SUPPLIES	09/04/09	Ck#	221086	EVANS OFFICE SUPPLY CO.	582.53

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ACCNT OBJ NAME	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
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58400 435 OFFICE SUPPLIES	09/18/09	Ck# 221336	EVANS OFFICE SUPPLY CO.	29.90
58400 435 OFFICE SUPPLIES	09/25/09	Ck# 221388	EVANS OFFICE SUPPLY CO.	39.87
58400 508 PREMIUMS - BONDS	09/04/09	Ck# 221090	SOUTHERN STATES-GARDNER INS.	
58400 599 OTHER CHARGES	09/04/09	Ck# 221086	EVANS OFFICE SUPPLY CO.	73.50
58400 599 OTHER CHARGES	09/11/09	Ck# 221274	ENGLISH MOUNTAIN SPRING WATER	36.25
58400 599 OTHER CHARGES	09/11/09	Ck# 221284	GALL'S INC.	149.95
58400 599 OTHER CHARGES	09/18/09	ck# 221360	ROCKY TOP H20	148.50
58400 599 OTHER CHARGES	09/18/09	Ck# 221368	VFW POST #5266	112.00
58400 599 OTHER CHARGES	09/25/09	ck# 221387	ENGLISH MOUNTAIN SPRING WATER	
58400 599 OTHER CHARGES	09/25/09	Ck# 221388	EVANS OFFICE SUPPLY CO.	45.95
58400 599 OTHER CHARGES	09/25/09	ck# 221408	RUSTY WALLACE PONTIAC CADILLAC	51.30
58400 599 OTHER CHARGES	09/25/09	Ck# 221417	WALMART COMMUNITY BRC	15.04
58400 599 OTHER CHARGES	09/30/09	ck# 221525	HAMBLEN COUNTY GENERAL FUND	280.00
58400 719 OFFICE EQUIPMENT		ck# 221117		191.94
58400 719 OFFICE EQUIPMENT	09/25/09	ck# 221405	OCE IMAGISTICS, INC.	228.00
58400 OTHER CHARGES			Total: 27	9313.01
58600 506 LIABILITY INSURANCE		ck# 221127		74887.00
58600 506 LIABILITY INSURANCE		ck# 221311		4983.50
			KEY RISK INSURANCE COMPANY	12036,98
58600 EMPLOYEE BENEFITS	· · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • • •	Total: 3	91907.48
101 GENERAL FUND (101)	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	Total: 348	308045.22

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FUN '6 SOLID WASTE/SANITATION (116)
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ACCNT OBJ	NAME	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
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55710 302 AD	VERTISING	09/11/09	ck# 019327	CITIZEN TRIBUNE	306.26
55710 312 CO	NTRACTS WITH PRIVATE AGENCIE	09/11/09	ck# 019329	GOODWILL INDUSTRIES OF KNOXVIL	5760.98
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/04/09	ck# 019301	ACE HYDRAULICS	51.05
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/04/09	ck# 019309	PRECISION ALLOYS COMPANY	368.61
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/11/09	ck# 019323	A1 NAPA AUTO PARTS	838.65
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/11/09	ck# 019333	LANDMARK INTERNATIONAL	290.48
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/11/09	ck# 019335	SMOKY MOUNTAIN TRUCK CENTER	628.43
55710 336 MA	INTENANCE AND REPAIR SERVICE	09/18/09	Ck# 019340	PARTS DEPOT/AUTO PLUS	171.49
55710 359 DI	SPOSAL FEES	09/11/09	Ck# 019331	HAMBLEN COUNTY-MORRISTOWN	74856.25
55710 412 DI	ESEL FUEL	09/04/09	ck# 019314	ZOOMERZ, INC.	495.39
55710 412 DI	ESEL FUEL	09/11/09	Ck# 019325	BP OIL	9606.80
55710 412 DI	ESEL FUEL	09/25/09	ck# 019344	ZOOMERZ, INC.	1212.63
55710 425 GA	SOLINE	09/11/09	Ck# 019325	BP OIL	201.25
55710 450 TI	RES AND TUBES	09/11/09	ck# 019334	PORTER'S TIRE STORE	981.40
55710 451 UN	IFORMS	09/04/09	ck# 019305	CINTAS CORPORATION #297	98.88
55710 451 UN	I FORMS	09/11/09	ck# 019326	CINTAS CORPORATION #297	98.88
55710 451 UN	I FORMS	09/18/09	ck# 019338	CINTAS CORPORATION #297	98.88
55710 451 UN	I FORMS	09/25/09	ck# 019341	CITIZEN TRIBUNE GOODWILL INDUSTRIES OF KNOXVIL ACE HYDRAULICS PRECISION ALLOYS COMPANY A1 NAPA AUTO PARTS LANDMARK INTERNATIONAL SMOKY MOUNTAIN TRUCK CENTER PARTS DEPOT/AUTO PLUS HAMBLEN COUNTY-MORRISTOWN ZOOMERZ, INC. BP OIL ZOOMERZ, INC. BP OIL PORTER'S TIRE STORE CINTAS CORPORATION #297 AIRGAS SAFETY COCKE FARMERS COOP HOLSTON GASES TSC INDUSTRIES STRATE INSURANCE GROUP STRATE INSURANCE COMPANY	98.88
55710 499 OT	HER SUPPLIES AND MATERIALS	09/11/09	ck# 019324	AIRGAS SAFETY	384.34
55710 499 OT	HER SUPPLIES AND MATERIALS	09/11/09	ck# 019328	COCKE FARMERS COOP	99.99
55710 499 OT	HER SUPPLIES AND MATERIALS	09/11/09	Ck# 019332	HOLSTON GASES	37.85
55710 499 OT	HER SUPPLIES AND MATERIALS	09/25/09	Ck# 019343	TSC INDUSTRIES	89.99
55710 506 LI	ABILITY INSURANCE	09/04/09	ck# 019311	STRATE INSURANCE GROUP	7293.00
55710 506 LT	ABILITY INSURANCE	09/11/09	Ck# 019336	STRATE INSURANCE GROUP	1470.50
55710 513 WO	RKMAN'S COMPENSATION INSURAN	09/25/09	ck# 019342	KEY RISK INSURANCE COMPANY	4814 79
55710 54	NITATION MANAGEMENT.				110355.65
116 SOLID	WASTE/SANITATION (116)			Total: 25	110355.65

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ACCNT	OBJ	======================================	DATE	REF	ERENCE	DESCRIPTION		AMOUNT PAID
61000	307 TE	ELEPHONE ELEPHONE ELEPHONE ELEPHONE LECTRICITY LECTRICITY FFICE SUPPLIES OMP GENERAL LIAB INSURANCE EHICLE INSURANCE THER CHARGES	09/11/09	Ck#	034313	AT & T	===	68 54
61000	307 TE	EL EPHONE	09/11/09	Ck#	034317	COMCAST CARLE		58/, 73
61000	307 TE	ELEPHONE	09/25/09	Ck#	034344	AT&T LONG DISTANCE SERVICE		5 82
61000	307 TE	ELEPHONE	09/25/09	Ck#	034352	STEVE PEOPLES		50.00
61000	415 EL	LECTRICITY	09/25/09	Ck#	034350	HOLSTON ELECTRIC COOPERATIVE	F	1143 84
61000	415 EL	LECTRICITY	09/25/09	Ck#	034351	MORRISTOWN UTILITIES	-	95.00
61000	435 OF	FFICE SUPPLIES	09/11/09	Ck#	034319	EVANS OFFICE SUPPLY CO.		105.16
61000	506 CC	OMP GENERAL LIAB INSURANCE	09/04/09	Ck#	034288	STRATE INSURANCE GROUP		6504 00
61000	511 VE	EHICLE INSURANCE	09/11/09	Ck#	034331	WELLS FARGO INS SVC OF WV 11	Nr.	4401 00
61000	599 01	THER CHARGES	09/04/09	Ck#	034279	JBA - MORRISTOWN VENDING CO.		111 70
61000	599 01	THER CHARGES	09/18/09	Ck#	034333	ABLE EXTERMINATORS. INC.	-	85.00
61000	599 01	THER CHARGES	09/18/09	Ck#	034337	COCKE FARMERS COOP		99 99
61000	599 OT	THER CHARGES	09/25/09	Ck#	034346	BUFFALO TRAIL WESTERN WEAR		100.00
61000	599 01	THER CHARGES	09/25/09	Ck#	034354	TSC INDUSTRIES		100.00
61000	AD	DMINISTRATION					14	13454.78
								.5.,2,110
62000	312 00	ONTRACTS WITH PRIVATE AGENCIE	09/04/09	Ck#	034280	LAKEWAY TREE SERVICE		3400.00
62000	312 CC	ONTRACTS WITH PRIVATE AGENCIE	09/18/09	Ck#	034338	LAKEWAY TREE SERVICE		2000.00
62000	351 RE	ENTAL EQUIPMENT	09/18/09	Ck#	034332	A-1 EQUIPMENT RENTAL		600.00
62000	404 AS	SPHALT - HOT MIX	09/04/09	Ck#	034291	TRI-COUNTY MATERIALS, INC.		490.92
62000	404 AS	SPHALT - HOT MIX	09/11/09	Ck#	034312	APAC ATLANTIC, INC.		2582.72
62000	404 AS	SPHALT - HOT MIX	09/11/09	Ck#	034329	TRI-COUNTY MATERIALS, INC.		3210.73
62000	404 AS	SPHALT - HOT MIX	09/18/09	Ck#	034334	APAC ATLANTIC, INC.		393.25
62000	404 AS	SPHALT - HOT MIX	09/18/09	Ck#	034342	TRI-COUNTY MATERIALS, INC.		1836.89
62000	404 AS	SPHALT - HOT MIX	09/25/09	Ck#	034343	APAC ATLANTIC, INC.		1994.38
62000	408 CC	ONCRETE	09/04/09	Ck#	034275	CONCRETE MATERIALS, INC.		279.94
62000	409 CR	RUSHED STONE	09/04/09	Ck#	034294	VULCAN MATERIALS COMPANY		228.77
62000	409 CR	RUSHED STONE	09/11/09	Ck#	034330	VULCAN MATERIALS COMPANY		427.02
62000	409 CR	RUSHED STONE	09/25/09	Ck#	034355	VULCAN MATERIALS COMPANY		131.71
62000	451 UN	NIFORMS	09/04/09	Ck#	034274	CINTAS CORPORATION #297		86.94
62000	451 UN	NIFORMS	09/11/09	Ck#	034315	CINTAS CORPORATION #297		86.94
62000	451 UN	NIFORMS	09/18/09	Ck#	034336	CINTAS CORPORATION #297		86.94
62000	451 UN	NIFORMS	09/25/09	Ck#	034347	CINTAS CORPORATION #297		86.94
62000	HI	ONTRACTS WITH PRIVATE AGENCIE ONTRACTS WITH PRIVATE AGENCIE ENTAL EQUIPMENT SPHALT - HOT MIX ONCRETE RUSHED STONE RUSHED STONE RUSHED STONE NIFORMS		• • • •		Total:	17	17924.09
63100	412 DI	TESEL FUEL	09/04/09	Ck#	034295	ZOOMERZ, INC.		1487.91
63100	412 DI	lesel fuel IESEL FUEL IESEL FUEL	09/11/09	Ck#	034314	ZOOMERZ, INC. BP OIL ZOOMERZ, INC. D&M DISTRIBUTING A1 NAPA AUTO PARTS ES, INC. FASTENAL COMPANY MORRISTOWN FORD THOMPSON MACHINE WORKS RITCHIE TRACTOR COMPANY FASTENAL COMPANY KLINGSPOR ABRASIVES, INC. SAFETY KLEEN FASTENAL COMPANY SAFETY KLEEN		219.99
63100	412 DI	IESEL FUEL	09/25/09	Ck#	034357	ZOOMERZ, INC.		2989.48
63100	416 MA	IESEL FUEL ACHINE & EQUIPMENT PARTS ACHINE & FOUIPMENT PARTS	09/04/09	Ck#	034276	D&M DISTRIBUTING		2632.02
63100	416 MA	ACHINE & EQUIPMENT PARTS	09/11/09	Ck#	034310	A1 NAPA AUTO PARTS		885.84
63100	416 MA	ACHINE & EQUIPMENT PARTS	09/11/09	Ck#	034318	ES. INC.		350.00
		ACHINE & EQUIPMENT PARTS	09/11/09	Ck#	034320	FASTENAL COMPANY		884.86
		ACHINE & EQUIPMENT PARTS	09/11/09	Ck#	034324	MORRISTOWN FORD		14 22
17100		ACHINE & EQUIPMENT PARTS	09/11/09	Ck#	034327	THOMPSON MACHINE WORKS		ኛ <u>ው</u> በበ
63100	416 MA	ACHINE & EQUIPMENT PARTS	09/18/09	Ck#	034341	RITCHIE TRACTOR COMPANY		252.49
63100	416 MA	ACHINE & EQUIPMENT PARTS	09/25/09	Ck#	034348	FASTENAL COMPANY		66.01
63100	424 GA	ARAGE SUPPLIES	09/11/09	Ck#	034323	KLINGSPOR ABRASIVES INC		224 57
63100	424 GA	ARAGE SUPPLIES	09/11/09	Ck#	034326	SAFETY KLEEN		60 50
63100	424 GA	ACHINE & EQUIPMENT PARTS ACHINE & EQUIPMENT PARTS ACHINE & EQUIPMENT PARTS ARAGE SUPPLIES ARAGE SUPPLIES ARAGE SUPPLIES ARAGE SUPPLIES ARAGE SUPPLIES	09/25/09	Ck#	034348	FASTENAL COMPANY		130 72
63100	424 GA	ARAGE SUPPLIES	09/25/09	Ck#	034353	SAFETY KLEEN		253 46
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ACCNT	OBJ	NAME	DATE	REFERENCE	DESCRIPTION	AMOUNT PAID
====	===	=======================================	=======	========	=======================================	==========
53100	425	GASOLINE	09/11/09	ck# 034314	BP OIL	880.58
53100	425	GASOLINE	09/25/09	ck# 034357	ZOOMERZ, INC.	2557.14
53100	450	TIRES & TUBES	09/11/09	ck# 034325	PORTER'S TIRE STORE	2560.51
53100	499	OTHER SUPPLIES & MATERIALS	09/04/09	ck# 034278	HOLSTON GASES	17.50
53100	499	OTHER SUPPLIES & MATERIALS	09/04/09	ck# 034281	LOWE'S	554.92
53100	499	OTHER SUPPLIES & MATERIALS	09/04/09	ck# 034286	SCOTT-GROSS CO. INC.	3326.75
53100	499	OTHER SUPPLIES & MATERIALS	09/11/09	ck# 034311	AMERICAN CONTINENTAL TECHLAB	164.44
53100	499	OTHER SUPPLIES & MATERIALS	09/11/09	Ck# 034316	COCKE FARMERS COOP	30.00
53100	499	OTHER SUPPLIES & MATERIALS	09/11/09	ck# 034322	HOLSTON GASES	224.00
63100	499	OTHER SUPPLIES & MATERIALS	09/25/09	Ck# 034356	ZEE MEDICAL, INC.	83.20
63100		OPERATION AND MAINTENANCE OF E	EQUIPMENT		Total: 25	20890.11
66000	513	WORKMANS COMPENSATION	09/25/09	Ck# 034345	BERKLEY NET UNDERWRITERS	6445.00
99100	590	TRANSFERS TO OTHER FUNDS	09/04/09	Ck# 034277	HAMBLEN COUNTY GENERAL FUND	1886.49
131	HIGI	HWAY FUND (131)			Total: 58	60600.47

RESOLUTION-TRANSFER FUNDS

Motion by Louis Jarvis, seconded by Joe Spoone to approve the resolution to transfer funds from General Purpose School Fund to Federal Projects Fund for Fiscal Year ending June 30, 2010.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
R. Bruce	YES	R. Sexton		Tealills
D. Fullington	YES	J. Spoone	(2) YES	Agenda
H. Harville	YES	D. Wampler	YES.	Setup
P. LeBel	YES	L. Jamis	(M) YES	Options

4.b.1.

Passed (14 YES - 0 NO - 0 ABS - 0 Absent)

Majority Vote >

RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUND TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2010

WHEREAS, federal projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Hamblen County Schools for non-payroll expenditures on a monthly basis; and,

WHEREAS, the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to a slow turn-around time for reimbursements from the State of Tennessee; and,

WHEREAS, generally accepted accounting principles consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS, Hambien County Schools does not desire to operate any fund with a cash deficit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Hamblen County, a school district in Tennessee, meeting in session on the date indicated below, and by the County Commission of Hamblen County, a county in Tennessee, meeting in session on the date indicated below, that:

SECTION 1. The General Purpose School Fund shall transfer three hundred thousand dollars to the Federal Projects Fund on October 30, 2009; and

SECTION 2. The three hundred thousand dollars transferred shall remain in the Federal Projects Fund as a designated fund balance from the General Purpose School Fund and may be repaid at any time as noted in a resolution passed by the Hamblen County Board of Education and Hamblen County Commission; and

SECTION 3. This resolution shall take effect in October 2009 and shall be included in the minutes of the Hamblen County Board of Education and the Hamblen County Commission.

Adopted this theday of September, 2009 by the Hamblen County Board of Education.	Adopted this theday of October, 2009 by the Hamblen County Commission.
	Hanil For
Chair, Hamblen County Board of Education	Chair, Hamblen County Commission
	Linda Wilde
Hamblen County Director of Schools	Hamblen County Clerk

RESOLUTION-PROPERTY ASSESSOR COMPENSATION

Motion by Louis Jarvis, seconded by Paul Lebel to approve the resolution to adjust Property Assessor compensation.

Chair S. Ford	YES	T. Massey	litaria and MES is a second i	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
R. Bruce	NO	R. Sexton	YES	Results
D. Fullington	YES	J. Spoone	NO	Agenda
H. Harville	YES	D. Wampler	YES minimum and the second sec	Setup
P. LeBel	(2) YES	L. Jarvis	(M) YES	Options
4.b.2.	Passed (12 YES - 2	NO - O ABS - O Abser	nt) Majority Vot:e	>

RESOLUTION

WHEREAS, Tennessee Code Annotated Section 67-1-501(b) allows county legislative bodies to fix the compensation of assessors which they, in their judgment, deem necessary and proper to attract or retain the services of assessors of professional competence; and

WHEREAS, it is the desire of Hamblen County to increase the compensation of Keith Ely, Hamblen County Assessor of Property, pursuant to Tennessee Code Annotated Section 67-1-501(b);

NOW, THEREFORE, BE IT RESOLVED by the Hamblen County Board of Commissioners meeting in regular session on the 22^{nd} day of October, 2009, that the salary of Keith Ely, Hamblen County Assessor of Property be increased by \$169.32 per month, effective upon the adoption of the Resolution.

WHEREFORE, it w	as moved	by				and
seconded by	<u> </u>	_ that	this	Resolution	be	
77 - 4-2	Th.					
Voting	Aye:		_			
Voting	Nay:		_			
Pass:			_			

The Chair declared the Resolution adopted this 24^{th} day of September, 2009.

Hamblen County_Board of Commissioners

Stancil Ford, Chairman

APPROVED: ATTEST:

David W. Purkey,

Hamblen County Mayor

Bu.

Linda Wilder,

Hamblen County Clerk

BALLISTIC VESTS

Motion by Louis Jarvis, seconded by Nancy Phillips to accept the bids from Craig's Fire Arms (\$32,529) and Point Blank Body Armor (\$17,563) for the purchase of ballistic vests.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	(2) YES	Voting
R. Bruce	YES	R. Sexton	YES	Regulita
D. Fullington	YES	J. Spoone	XES	Agenda
H. Hawille	YES	D. Wampler	YES	Setup
P. LeBel	YES	L. Jawis	(M) YES	Options

4.c.1.

Passed (14 YES - 0 NO - 0 ABS - 0 Absent)

Majority Vote >

INSURANCE BROKER/AGENT

Motion by Louis Jarvis, seconded by Dennis Alvis that Strategic Employee Benefits Services serve the County as the broker/agent of record for health and dental insurance.

Chair S. Ford	YES.	T. Massey	MES	Roll Call
V-C G. Collins	YES	D. Alvis	(2) YES	Discussion
L Baker	ΥES	N. Phillips	YES	Voting
R. Bruce	Ϋ́ΕS	R. Sexton		Results
D. Fullington	YES	J. Spoone		Agenda
H. Harville	YES	D. Wampler	YES	Setup
P. LeBel	YES	L.Jawis	(M) YES	Options

4.c.2.

Passed (13 YES - 1 NO - 0 ABS - 0 Absent)

Majority Vote >

BUDGET AMENDMENT-CAR ALLOWANCE

Motion by Louis Jarvis, seconded by Dana Wampler to approve the budget amendment for car allowance compliance.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
R. Bruce	NO	R. Sexton	YES	Results
D. Fullington	YES	J. Spoone	NO	Agenda
H. Harville	YES	D. Wampler	(2) YES	Setup
P. LeBel	YES	L. Jarvis	(M) YES	Options

4.d.1.

Passed (12 YES - 2 NO - 0 ABS - 0 Absent)

Majority Vote

Hamblen County Commission Finance Committee

Month	OCT	Year	2009



Fund	101

GENERAL FUND

Account Number	Description	Debit	Credi
51720.101	Elected Official/Administrative Officer	3,500	
51720,199	Other Per Diem & Fees		3,500
51720.204	State Retirement	307	
51720.524			307
52300.101	Elected Official/Administrative Officer	1,694	
52300.106	Deputies	2,244	
52300.199	Other Per Diem & Fees		3,938
52300.204	State Retirement	345	
52300.317			345
		_	

0 8,09

<i>Brief Descriptions</i> Budget amendme		nto compliance accord	ing to the resolut	ion prepared
by the county attor	rney concer	ning car allowances.		
No new monies.				
			<u>,</u>	

Signatu	Ire: Micale Buchanan CA	(d)
Title :	France Director	
Date:	10/5/2009	<u> </u>

For Finance Department Only: Reviewed by:	····
Budget Amendment	

PRIVILEGE TAX ON LITIGATION

Motion by Tom Massey, seconded by Nancy Phillips to send back to committee the resolution to levy a privilege tax on litigation in Hamblen County.

Chair S. Ford	YES	T. Massey	(IM) YES
V-C G. Collins	Ϋ́ΕS	D. Alvis	YES
L. Baker	YES	N. Phillips	(2) YES
R. Bruce	No	R. Sexton	YES
D. Fullington	YES	J. Spoone	YES
H. Harville	YES	D. Wampler	YES
P. LeBel	YES	L. Jarvis	YES

5.a.1.

Passed (13 YES - 1 NO - 0 ABS - 0 Absent)

Majority Vote >

BARKING DOG AMENDED RESOLUTION

Motion by Tom Massey, seconded by Dennis Alvis to approve the amended barking dog resolution.

Chair S. Ford	NO	I. Massey	(M) NO	Roll Call
V-C G. Collins	NO	D. Alvis	(2) YES .	Discussion
L.Baker	NO	N. Phillips	NO	Voting
R.Bruce	MES	R. Sexton	YES	Results
D. Fullington	NO	J. Spoone		Agenda
H. Harville	NO	D. Wampler	No	Setup
P. LeBel	No	L. Jarvis	YES	Options

5.a.2.

Failed (5 YES - 9 NO - 0 ABS - 0 Absent)

Majority Vote >

RESOLUTION- S.R. 66 PROJECT PROPOSAL

Motion by Tom Massey, seconded by Dana Wampler to approve the following resolution to approve S.R. 66 Project Proposal.

Chair S. Ford	YES	T. Massey	(M) YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L Baker	YES	N. Phillips	YES	Voting
R. Bruce	MES	R. Sexton	YES	7 - 9 11 5
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	(2) YES	Setup
P. LeBel	YES	L. Jarvis	Ϋ́ΕS	Options

5.b.1.

Passed (14 YES - 0 NO - 0 ABS - 0 Absent)

Majority Vote

AUTHORIZING RESOLUTION

ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. STP-66(33), STATE PROJECT NO. 32006-1226-14,

S.R. 66, from North of I-81 at S.R. 341 in Jefferson County to S.R. 160 in Morristown, Hamblen County

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to Hamblen County, Tennessee, concerning FEDERAL PROJECT NO. STP-66(33), STATE PROJECT NO. 32006-1226-14, S.R. 66, from North of I-81 at S.R. 341 in Jefferson County to S.R. 160 in Morristown, Hamblen County; and

WHEREAS, the Hamblen County Legislative Body has determined that the above referenced project will benefit Hamblen county, Tennessee and the citizens thereof; and

WHEREAS, the Hamblen County Legislative Body wishes to cooperate with the State of Tennessee, Department of Transportation, in its plan to make road and bridge improvements in Hamblen County, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to Hamblen County as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Hamblen County Legislative Body, and Hamblen County shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Hamblen County Legislative Body that this resolution is duly passed and approved this 22 day of October 2009, and shall take affect from and after its passage

Approved at the regular monthly meeting held on Thursday, the 22 day of Oct , 2009 at 5:00 p.m.

ATTEST:

County Commission Chairman

County Mayor

County Mayor

SURPLUS REQUEST

Motion by Doyle Fullington, seconded by Tom Massey to approve the following items for surplus from the Election Commission:

Compaq Evo Computer

Compaq 17" Monitor

(3) A-Open computers

(2) Acer 15" monitors

AOC Monitor 17"

Brother Intellifax 2800

Ricoh 1035 Copier

Chair S. Ford	YES	T. Massey	(2) YES	Roll Call
V-C G. Collins	γES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voting
R. Bruce	YES	R. Sexton	1/ES	Regulta
D. Fullington	(M) YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	ΥES	Setup
P. LeBel	YES.	L. Jarvis	YES	Options

ADDITION OF ITEMS TO CALENDAR

Motion by Larry Baker, seconded by Dennis Alvis to add to the calendar the school construction bonds resolution and the solid waste resolution Block Grant 2010.

Chair S. Ford	YES	T. Massey	YES	Roll Call
V-C G. Collins	YES	D. Alvis	(2) YES	Discussion
L.Baker	(M) YES	N. Phillips	YES	Voting
R. Bruce	Ϋ́ES	R. Sexton	YES	Results
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	YES	Setup
P. LeBel	YES	L. Jarvis	YES	Options
7.a.	Passed (14 YES - 0 I	NO - 0 ABS - 0 Absent) Majority Vote) - >

RESOLUTION

Motion by Dana Wampler, seconded by Tom Massey to approve the Qualified School Construction Bonds Resolution.

Chair S. Ford	YES	T. Massey	(2) YES	Roll Call
V-C G. Collins	YES	D. Alvis	YES	Discussion
L. Baker	YES	N. Phillips	YES	Voling
R. Bruce	YES	R. Sexton	TES THE STATE OF T	Stills
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	YES	D. Wampler	(M) YES	Setup
P, LeBel	YES	L. Jawis	YES	Options
7.b.	Passed (14 YES - 0	NO - O ABS - O Absen	t) Majority Vote	>

The Board of County Commissioners of Hamblen County, Tennessee, met in regul	lar
session on October 22, 2009, at 500 at Hamblen County Courthouse, Morristown, Tennesse	æ,
with Stancia presiding.	
The following Commissioners were present:	
The following Commissioners were absent:	
There were also present:	
After the meeting was duly called to order, the following resolution was introduced by	эу
, seconded by and after di	je
deliberation, was adopted by the following vote:	
AYE:	
NAY:	

A RESOLUTION AUTHORIZING A LOAN UNDER A LOAN AGREEMENT BETWEEN HAMBLEN COUNTY, TENNESSEE, AND THE TENNESSEE STATE SCHOOL BOND AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,280,000 DOLLARS (ELEVEN MILLION TWO HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS) AND THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID BORROWING; AND PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT.

WHEREAS, pursuant to the Tennessee State School Bond Authority Act, Sections 49-3-1201, et seq., Tennessee Code Annotated, as amended (the "Act"), the Tennessee State School Bond Authority (the "Authority") is authorized to issue its bonds or notes ("Qualified School Construction Bonds") to make loans to any county, metropolitan government or incorporated city or town, in the State to provide funds to acquire land for and to construct, repair, rehabilitate, improve or equip schools for such local governments, if the same qualifies to be financed through the issuance of "qualified school construction bonds" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") ("Qualified School Construction Bond Projects"); and

WHEREAS, the Authority has determined that it will issue its Qualified School Construction Bonds, Series 2009 (the "Bonds"), for the purpose of making loans to Hamblen County, Tennessee (the "County"), in addition to other cities and counties in the State, to fund Qualified School Construction Bond Projects; and

WHEREAS, the County has applied for a loan from the Authority and the County's application has been approved by the Authority for the purpose of receiving funds to acquire any land, if applicable, and to construct, repair, rehabilitate, improve and equip public school facilities in the County, including projects relating to Morristown-Hamblen High School East, all

as more particularly identified in the Loan Agreement (as hereinafter defined) (collectively, the "Projects") which are each a Qualified School Construction Bond Project; and

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

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

WHEREAS, the Loan Agreement shall be additionally secured by a pledge by the County of taxes imposed and collected by the State pursuant to law and appropriated and allocated to the County as identified by resolution of the Tennessee Local Development Authority and as established by Section 4-31-102, Tennessee Code Annotated, as amended from time to time ("State-Shared Taxes"), which have not been pledged or applied to any other indebtedness ("Unobligated State-Shared Taxes") in an amount equal to the maximum annual principal payments to be made under the Loan Agreement plus the amount of the Supplemental Coupon, if any, plus the amount of the Conversion Coupon, if any (as those terms are defined in the Loan Agreement), plus an additional amount not to exceed .75% per annum; and WHEREAS, the County has Unobligated State-Shared Taxes available to be pledged, and such Unobligated State-Shared Taxes in the preceding fiscal year are in an amount greater than 100%

of the maximum annual principal payments to be made under the Loan Agreement plus the

amount of the Supplemental Coupon, if any, plus the amount of the Conversion Coupon, if any, calculated at rates not to exceed 2.5% and 8%, respectively, per annum plus any additional payment to be made under the Loan Agreement if calculated at the rate of not to exceed .75% per annum; and

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

WHEREAS, for the purposes of authorizing the loan from the Authority, the execution and delivery of the Loan Agreement by the County, the pledging of the County's full faith and credit and a portion of its Unobligated State-Shared Taxes for the payment of its obligations under the Loan Agreement, approving the assignment of such pledge to secure the Bonds, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Bonds and of the Loan Agreement, the Board of County Commissioners (the "Governing Body") 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 Loan. For the purpose of providing funds to finance the costs of the Projects, including the payment of legal and fiscal costs incident to the issuance and sale of the Bonds and the Loan Agreement and making and receiving the loan herein authorized, there is hereby authorized a loan ("Loan") from the Authority in a principal amount not to exceed \$11,280,000. The County shall make payments of principal and interest in a manner consistent with Section 54A of the Code, until the final maturity date of the Bonds, which shall

be established pursuant to the requirements of said Section 54A, all in accordance with the terms of this Resolution and the Loan Agreement but in any event repayment of the Loan shall occur by the end of calendar year 2029. The Loan shall not bear interest except for any Supplemental Coupon (not to exceed 2.5% per annum) or any Conversion Coupon (not to exceed 8% per annum), but only if and to the extent the same are required to be paid under the Loan Agreement and as the same are approved by the Authority in connection with the sale of the Bonds.

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

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

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

(b) The County additionally pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal payments under the Loan Agreement plus the Supplemental Coupon, if any, in an amount not to exceed 2.5% per annum and the Conversion Coupon, if any, in an amount not to exceed 8% per annum plus such additional amount, not to exceed .75% per annum, as shall be sufficient to pay when due any additional payments due from County under the Loan Agreement as and when they become due and payable. The County hereby authorizes the Authority, without further recourse, to direct that Unobligated State-Shared Taxes pledged hereunder and due to the County be withheld and paid over to the Authority for credit to the County's payments due under the Loan Agreement at any time that such payments become delinquent and in an amount necessary to liquidate the amount of the delinquent payment.

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

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

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

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

Adopted and approved this 32 day of 00+. , 2009.

Sponsor	 	<u> </u>	
Recorder		· · · <u>~</u>	
Approved			

ATTEST

County Clerk

LOAN AGREEMENT (\$11,280,000 SERIES 2009)

DATED AS OF ______, 2009

BETWEEN

TENNESSEE STATE SCHOOL BOND AUTHORITY

AND

HAMBLEN COUNTY, TENNESSEE

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LOAN AGREEMENT

This Loan Agreement is made and entered into as of the	day of _	, 2009.
by and between the TENNESSEE STATE SCHOOL BOND A	AUTHORITY	(the "Authority"),
and HAMBLEN COUNTY, TENNESSEE (the "Borrower").		

WITNESSETH:

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

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the acquisition of any land on which a public school facility is to be constructed with a portion of the loan proceeds if any land is to be acquired and to finance the construction, repair, rehabilitation, improvement and equipping of Morristown-Hamblen High School East (as more fully defined hereinafter, the "Project"); and

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

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

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

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Qualified School Construction Bonds, Series 2009 (the "Series 2009 Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain resolution adopted by the Authority on ______, 2009, as supplemented by the First Supplemental Resolution adopted by the Authority on ______, 2009 including as a part thereof the 2009 Series Certificate authorized thereby, and as from time to time amended or supplemented (the "Resolution"), and deposit the proceeds from the sale of the Series 2009 Bonds with the Authority to be disbursed in the manner and for the purposes set forth in the Resolution, all as more fully provided therein.

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

ARTICLE I

Definitions

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

"Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the Authority, the Borrower or other Borrowers receiving proceeds from the sale of the Series 2009 Bonds, which act or failure to act is a breach of a covenant or agreement of the Authority, the Borrower or other Borrowers receiving proceeds from the sale of the Series 2009 Bonds contained in the Resolution, the First Supplemental Resolution, the 2009 Series Certificate respecting the issuance of the Series 2009 Bonds or any loan agreement, including the Loan Agreement executed in connection therewith, and which act or failure to act causes the Series 2009 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds as defined in Section 54F of the Code, or (b) the making by the Authority, the Borrower or other Borrowers receiving proceeds from the sale of the Series 2009 Bonds, of any representation contained in the Resolution, the First Supplemental Resolution, said 2009 Series Certificate, the Series 2009 Bonds or any loan agreement, including the Loan Agreement executed in connection therewith, which representation was untrue when made and the untruth of which representation at such time causes the Series 2009 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds under the Code.

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

"Additional Payment" means the amounts described in Section 3.04(b)(ii) through Section 3.04(b)(vi) hereof.

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

"Administrative Expenses Account" means the Administrative Expenses Account of the Series 2009 Bond Account of the Bond Fund.

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

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

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

"Available Project Proceeds" means (A) the excess of (i) the proceeds from the sale of the Series 2009 Bonds allocable to the Project, over (ii) the issuance costs of the Series 2009 Bonds allocable to the Loan financed by the issue (to the extent that such costs do not exceed 2% of such proceeds), and (B) the proceeds from any investment of the excess described in subparagraph (A).

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

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

"Borrower" means Hamblen County, Tennessee.

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

"Borrower Loan Repayment Sub-Account" means that portion of the Loan Repayment Account created within the 2009 Series Bond Account for the Borrower in accordance with the Resolution as described in Section 3.04(b) hereof.

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

"Borrower Reserve Sub-Account" means that portion of the Loan Repayment Account created within the 2009 Series Bond Account for the Borrower in accordance with Section 3.04(a) hereof.

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

"Closing Date" means the date of issuance and delivery of the Series 2009 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Loan Agreement, but include any successor provisions thereof to the extent applicable to the Series 2009 Bonds.

"Conversion Coupon" means the interest borne by the Series 2009 Bonds from and after the Tax Credit Conversion Date, if any, in addition to the Supplemental Coupon, if any.

"Conversion Coupon Rate" means the rate of interest to be borne on the Loan equal to the Tax Credit Rate which shall become payable if the Series 2009 Bonds are converted to Interest Bearing Bonds (without consideration of any Supplemental Coupon) pursuant to Article VII hereof.

"Cost" or "Cost of the Projects" means the following to the extent for Qualified Purposes:

- (a) The cost of improving, equipping, and repairing the Projects, or any combination of such purposes, demolishing structures on the Project sites, and acquiring the site upon which any of the Projects is to be constructed and easements necessary or convenient for the Projects;
- (b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Projects;
- (c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;
- (d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Projects properly chargeable to the Projects, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Projects;
- (e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Projects, including the fees of the Borrower relating to the design, construction and equipping of the Projects and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Projects;
- (f) Fees and expenses incurred in connection with the issuance, sale, execution and delivery of the Series 2009 Bonds and this Loan Agreement, including but not limited to, fees and expenses of the Authority and its counsel, Bond Counsel, the Trustee, Paying Agent and Registrar and its counsel, printing costs, rating fees and discount; and
- (g) Any other cost of the Projects permitted to be financed pursuant to the Act and the Code.

"Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Series 2009 Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Series 2009 Bonds.

"Default Share" means, for purposes hereof, a fraction, the numerator of which shall be the original principal amount of the Loan, less the aggregate amount from the Borrower Loan Repayment Sub-Account applied to the principal payment or redemption of the Series 2009 Bonds, and the denominator of which shall be the outstanding principal amount of the Series 2009 Bonds on the date of determination.

"Determination of Loss of Qualified School Construction Bond Status" means (a) a final determination by the IRS (after the Borrower has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status and the amount of Series 2009 Bonds that are subject to Accountable Event of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

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

"Interest Bearing Bonds" means the Series 2009 Bonds from and after the Tax Credit Conversion Date, if any.

"Investment Income" means, with respect to the applicable period of determination, all amounts received by the Authority during such period in connection with the Authority's investment of amounts in the applicable Fund or Account subject to such determination, established under the Resolution in connection with the Series 2009 Bonds, excluding the principal portion of any such investments.

"Investment Losses" means, with respect to the applicable period of determination, all losses of principal incurred during such period in connection with the Authority's investment of amounts in the applicable Fund or Account subject to such determination, established under the Resolution in connection with the Series 2009 Bonds.

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

"IRS" means the Internal Revenue Service.

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

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

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

"Loan Repayments" means the payments of principal of the Loan, Administrative Expenses and any and all other amounts payable by the Borrower hereunder, including amounts attributable to any Supplemental Coupon, Conversion Coupon, Additional Payments, Investment Losses and Redemption Price or Borrower's Proportionate Share of the foregoing, when applicable.

"Loan Repayment Dates" means: (i) with respect to that portion of Loan Repayments
attributable to principal on the Series 2009 Bonds, the day of, 2024, or i
such day is not a Business Day, then on the next preceding Business Day, any date on which
payment is demanded by the Authority, and to the extent not paid, then at Maturity; (ii) with
respect to that portion of Loan Repayments consisting of Administrative Expenses, the
day of, 200 through 20, inclusive, or if such day is not a Business Day, then or
the next preceding Business Day, at any time on demand of the Authority, and at Maturity; (iii)
with respect to that portion of Loan Repayments attributable to interest being paid on the Series
2009 Bonds on account of any Supplemental Coupon or the Conversion Coupon, if any (in each
case Borrower's Proportionate Share), as agreed upon by the Authority and Borrower in a
schedule executed at the time of entering into this Loan Agreement and in any event providing
for payment not later than the Business Day immediately preceding the date any such interest is
due to be paid on the Series 2009 Bonds; and (iv) with respect to all other Loan Repayments, a
any time on demand by the Authority.

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

"Mandatory Prepayment Date" means the date selected by the Authority, with written notice thereof provided to the Borrower, as the date on which the Loan shall be mandatorily prepaid in whole or in part.

"Mandatory Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof required to be paid by the Borrower in prepayment of its Loan pursuant to Sections 2.05, 3.04 and 6.01 hereof.

'Maturity'	' means		, 2024,	the	Maturity	Date	of the	Series	2009	Bonds.
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"Outstanding", when used with respect to the Series 2009 Bonds or any Series of Bonds issued pursuant to the Resolution, means as of any date, all Series 2009 Bonds or other Series of Bonds, respectively, theretofore authenticated and delivered under the Resolution, except:

(a) any Bonds cancelled at or prior to such date;

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

"Outstanding Loan Principal Amount" means that amount necessary to repay the original principal amount of the Loan at the time of determination.

"Paying Agent" means any Paying Agent for the Series 2009 Bonds, its successors and any other Person which may at the time be substituted in its place, pursuant to the Resolution.

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

"Pledged Revenues" means with respect to the Series 2009 Bonds (i) all payments made or required to be made by the Borrower pursuant to this Loan Agreement; (ii) funds held under the Resolution with respect to the Series 2009 Bonds and the earnings thereon (subject to the application thereof to the purposes and on the conditions set forth in the Resolution); and (iii) Unobligated State-Shared Taxes at such time as such taxes have been withheld pursuant to law and the Loan Agreement and which have become property of the Authority.

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

"Prior Lien Obligations"	means	the	following:	, between	the
and the Borrower					

"Project" or "Projects" means the construction, rehabilitation or repair of public school facilities, acquisition of land for construction of public school facilities, if any, and equipment for public school facilities as described in Exhibit C hereto. Exhibit C shall be amended automatically and without further action required by the Borrower to conform Exhibit C to any additional project that is approved pursuant to Section 2.05 hereof. Where more than one Project is being financed, the Project applies to each Project individually or collectively, as the context requires.

"Proportionate Share" means, (x) with respect to Investment Income and Investment Losses in the Loan Repayment Account of the Series 2009 Bond Account for such period of determination, a fraction, the numerator of which is the aggregate of all amounts in the Borrower's Loan Repayment Sub-Account and the denominator of which is all amounts invested from the Series 2009 Borrowers' Loan Repayment Sub-Accounts; (y) with respect to Investment Income and Investment Losses in the Borrower's Reserve Sub-Account for such period of

determination, a fraction, the numerator of which is the amount on deposit in the Borrower's Reserve Sub-Account and the denominator of which is the amount on deposit in all Series 2009 Borrowers' Reserve Sub-Accounts; and (z) with respect to the allocation of Administrative Expenses, any Redemption Price and/or interest on any Loan, (1) if such payment is directly attributable to the actions of the Borrower (including the Borrower's action or failure to act when otherwise required to act hereunder), one hundred percent (100%) of such expense, and (2) if such payment is attributable to the general administration of the Series 2009 Bonds and the Authority's Obligations in connection therewith or with respect to interest on any Loan, a fraction the numerator of which is the principal amount of the Loan made under this Agreement and the denominator of which is the principal amount of the Series 2009 Bonds, and (3) if such payment is attributable to the general administration of all Series of Bonds and the Authority's obligations in connection therewith, a fraction the numerator of which is the Outstanding Loan Principal Amount and the denominator or which is an amount equal to all Series of Bonds which are Outstanding.

"Qualified Purposes" shall include only costs properly allocable to (i) the construction, rehabilitation or repair of a public school facility, (ii) the acquisition of land on which such a facility is to be constructed with part of the proceeds of the Series 2009 Bonds, and (iii) the acquisition of equipment to be used in such portion or portions of the public school facility that is being constructed, rehabilitated or repaired with the proceeds of the Series 2009 Bonds.

"Redeemed Amount" means the principal portion of Series 2009 Bonds redeemed from the Mandatory Prepayment Price.

"Redemption Date" means that date any portion of the Series 2009 Bonds are required to be redeemed.

"Redemption Price" means the amount required to be paid to the holders of the Series 2009 Bonds upon early redemption of the Series 2009 Bonds as described in the Resolution, as supplemented by the 2009 Series Certificate and as described in Section 6.02 hereof.

"Registrar" means the registrar for the Series 2009 Bonds and its successor or successors and any other Person which may at any time be substituted in its place pursuant to the Resolution.

"Resolution" means the Qualified School Construction Bonds General Bond Resolution adopted by the Authority on ______, 2009, as supplemented by the First Supplemental Resolution adopted by the Authority on ______, 2009, including as a part thereof the 2009 Series Certificate authorized thereby, as from time to time amended or supplemented in accordance with the terms and provisions thereof.

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

"Series 2009 Bonds" means the Qualified School Construction Bonds, Series 2009, of Authority from time to time Outstanding under the Resolution.

"Series 2009 Borrowers' Loan Repayment Sub-Account" means all Loan Repayment Sub-Accounts in the Loan Repayment Account of the Series 2009 Bond Account of the Bond Fund relating to the Series 2009 Bonds.

"Series 2009 Borrowers' Reserve Sub-Account" means all Reserve Sub-Accounts in the Loan Repayment Account of the Series 2009 Bond Account of the Bond Fund relating to the Series 2009 Bonds.

"State" means the State of Tennessee.

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

"Supplemental Coupon" means the interest, if any, which the Series 2009 Bonds bear at the time of issuance.

"Supplemental Coupon Rate" means the rate of interest to be borne by the Series 2009 Bonds at the time of issuance which rate is determined to be required by the Authority in order to complete successfully the sale of the Series 2009 Bonds.

"Tax Credit Conversion Date" means the date that the Paying Agent receives written notice from the Authority of its election to convert the Series 2009 Bonds to Interest Bearing Bonds as provided in Section 6 of the Tax Credits Separation Certificate.

"Tax Credit Rate" means the rate set by the United States Department of Treasury that is 100% of the rate that theoretically is designed to permit the issuance of the Series 2009 Bonds without discount and interest cost to the Authority.

"Tax Credits Separation Certificate" means the Principal, Interest and Tax Credits Separation Certificate delivered by the Authority in connection with the issuance of the Series 2009 Bonds to permit, under certain circumstances, the principal component and the tax credit component to be separated or stripped from the Series 2009 Bonds and, under certain circumstances, to be recombined into unstripped tax credit bonds, and to permit similar activities to be performed if the Series 2009 Bonds bear interest at a Tax Credit Rate.

"Trustee" means the bank, trust company or national banking association appointed pursuant to Section 13.01 of the Resolution to act as trustee under the Resolution, if any, and its successor or successors and any other bank, trust company or national banking association at any time substituted in its place pursuant to the Resolution.

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

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

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

ARTICLE II

The Series 2009 Bonds and the Loan

Section 2.01. <u>Issuance of the Series 2009 Bonds</u>. In order to obtain funds to lend to the Borrower to assist in financing the Projects and pay costs of issuance in connection with the Series 2009 Bonds and the Loan Agreement as provided in Section 2.02 hereof, the Authority agrees to issue and deliver its Series 2009 Bonds. The Series 2009 Bonds shall not bear interest, except for any Supplemental Coupon, any interest required to be paid pursuant to Section 6.02(e) hereof and any interest required to be paid pursuant to Article VII hereof pursuant to a conversion of the Series 2009 Bonds to Interest Bearing Bonds. The portion of the proceeds received from the sale of the Series 2009 Bonds in an amount equal to the costs of issuance of the Series 2009 Bonds allocable to the Loan shall be deposited by the Authority in the Administrative Expenses Account of the Series Bond Account and the portion of the balance of the proceeds of the Series 2009 Bonds allocable to the Loan shall be deposited by the Authority in the Borrower Account of the Loan Fund pursuant to Section 6.03 of the Resolution.

Section 2.02. <u>Loan</u>. The Authority hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Authority, the Loan in the principal amount of \$11,280,000. The Authority shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Borrower Account of the Loan Fund derived from proceeds of the Series 2009 Bonds, upon receipt of a requisition as set forth in Section 2.04 hereof.

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

Section 2.04. <u>Disbursements of Loan Proceeds</u>. Pursuant to Section 6.03 of the Resolution, the Authority shall use the moneys in the Borrower Account of the Loan Fund solely to pay the Costs of the Projects, including the reimbursement of the Borrower for advances and payments made or costs incurred by the Borrower for or in connection with the Projects to the extent permitted by Section 2.07(k) hereof. The Authority shall disburse funds from the Borrower Account of the Loan Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**.

Section 2.05. Completion of the Projects. When requesting final payment from the Borrower Account of the Loan Fund, the Borrower shall cause to be submitted the requisition required by Section 2.04 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as Exhibit B. Said certificate shall state that no further funds will be withdrawn from the Borrower Account of the Loan Fund to pay the Cost of the Projects. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. All moneys shall be expended from the Borrower Account of the Loan Fund within two and one-half (21/2) years of the date of the issuance of the Series 2009 Bonds unless otherwise approved by the Authority. All moneys remaining in the Borrower Account of the Loan Fund, including investment earnings thereon, may be used for other Qualified Purposes of the Borrower or for other borrower(s) as may be approved in the opinion of such bond counsel (with appropriate adjustment being made to the amounts to be repaid by Borrower) upon receipt of an opinion of nationally recognized bond counsel that the additional projects or additional borrower(s), as the case may be, do not adversely affect the qualification of the Series 2009 Bonds as "qualified school construction bonds" within the meaning of Section 54F of the Code or shall be used to redeem Series 2009 Bonds on a Redemption Date as set forth in the Resolution. Any premium required to redeem Series 2009 Bonds shall be paid from Borrower's funds other than any derived from the proceeds of the sale of the Series 2009 Bonds. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Borrower Account of the Loan Fund and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Projects, will be sufficient to pay all of the Costs of the Projects.

Section 2.06. <u>Investment of Funds</u>; <u>Application of Investment Earnings</u>. Any moneys held by the Authority in the Borrower Account of the Loan Fund shall be invested or reinvested by the Authority in Investment Obligations and shall be retained in the Loan Fund to be used for Costs of the Projects or for partial redemption of the Series 2009 Bonds as set forth in the Resolution and as contemplated by Sections 2.05 and 2.07(k) hereof.

Section 2.07. <u>Tax Status of the Series 2009 Bonds</u>. It is the intention of the parties hereto that the Series 2009 Bonds be and remain "qualified school construction bonds" within the meaning of Section 54F of the Code, and to that end the Borrower hereby represents, warrants and agrees as follows:

(a) It shall not take any action or fail to take any action, or permit such action to be taken on its behalf, or use or permit the use of any proceeds of the Series 2009 Bonds, or cause or permit any circumstances within its control to arise or continue, if the same would adversely affect either the status of the Series 2009 Bonds as "qualified school construction

bonds" under Section 54F of the Code or the tax credit allowed under Section 54A of the Code with respect thereto.

- (b) All Available Project Proceeds will be spent on Qualified Purposes and costs of issuance of the Series 2009 Bonds not to exceed 2% of such proceeds. The description of the Projects to be financed with the proceeds of the Series 2009 Bonds is included as **Exhibit** C attached hereto. The Borrower may finance additional Qualified Purposes from proceeds of the Series 2009 Bonds only with the express approval by the Authority upon receipt of opinion of nationally recognized bond counsel as provided in Section 2.05 hereof.
- (c) Subject to Sections 2.05 and 6.02(a) and (c), 100% of the Available Project Proceeds shall be used for Qualified Purposes within the 3-year period beginning on the date of issuance of the Series 2009 Bonds. A binding commitment with a third party to spend at least 10% of the Available Project Proceeds will be incurred within the 6-month period beginning on the date of issuance of the Series 2009 Bonds;
- (d) All applicable State and local law requirements governing conflicts of interest are satisfied with respect to the Series 2009 Bonds.
- (e) If the Secretary of the Treasury prescribes additional conflicts of interest rules governing appropriate Members of Congress, Federal, State and local officials and their spouses, such additional rules are satisfied with respect to the Series 2009 Bonds.
- (f) The Borrower designates the Series 2009 Bonds as Qualified School Construction Bonds within the meaning of Section 54F of the Code.
- (g) The Borrower will not take or omit to take any action, which action or omission will in any way cause the proceeds from the Loan to be applied in a manner other than as provided in this Loan Agreement or which would cause the holders of the Series 2009 Bonds or the tax credits association therewith to forfeit the tax credit allowed to such holder under the Code.
- (h) Without limiting the generality of subsection (g) above, the Borrower (i) has complied with and will comply with all requirements of the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), (ii) has caused and will cause all contractors and subcontractors who are employed at the actual work sites to comply with all requirements of the Davis-Bacon Act, (iii) will monitor such compliance by contractors and subcontractors, and (iv) upon request of the Authority, will confirm compliance with this subsection (h), all in connection with the acquisition, construction, rehabilitation, repair and equipping of the Projects. The Borrower acknowledges that such compliance includes but is not limited to causing contractors and subcontractors employed at the work sites to pay no less than the prevailing wage locally, as established by the Wage and Hour Division of the US Department of Labor, plus fringe benefits normally paid on similar projects in conformity with the Davis-Bacon Act, the inclusion in contracts of required contractual language and the posting of job-site notices as required by the Davis-Bacon Act.
- (i) The Borrower agrees not to change the ownership, use or nature of any property financed with the proceeds of the Loan or take any deliberate action that will adversely

affect the qualification of the Series 2009 Bonds as a Qualified School Construction Bond under Section 54F of the Code as long as any portion of the Series 2009 Bond remains outstanding (whether or not defeased), and shall notify the Authority in writing in advance of any proposed changes as aforesaid.

- (j) The Borrower acknowledges and understands that (i) to the extent that less than 100% of the Available Project Proceeds are expended for Qualified Purposes by the close of the 3 year period beginning on the date of issuance of the Series 2009 Bonds, or any longer period permitted by the Secretary of the Treasury pursuant to Section 54A(d)(2)(B)(iii) of the Code, the unspent Available Project Proceeds may be required to be used to redeem Series 2009 Bonds within 90 days after the end of such period, and (ii) the Authority may be required to call any or all of the Series 2009 Bonds for redemption prior to maturity and/or convert the Series 2009 Bonds to pay cash interest in the event the Borrower (or other borrowers under similar loan agreements) defaults in its obligations hereunder (or such other borrowers default in their obligations under such other loan agreements), any or all of which may result in increased costs hereunder including costs incidental to redeeming Series 2009 Bonds in authorized denominations.
- (k) No costs of the Projects to be paid from Available Project Proceeds have been expended to date, or will be expended more than 60 days prior to the date of resolution approving this Loan Agreement was approved by the governing body of the Borrower.

ARTICLE III

Payment Obligations of Borrower

Section 3.01. <u>Loan Repayments</u>. The Borrower agrees to pay to the Authority all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided, to be deposited by the Authority to the Series 2009 Bond Account in the Bond Fund to be applied to the payment of principal on the Series 2009 Bonds, whether at Maturity or upon redemption, interest thereon (if there is a Supplemental Coupon and/or Conversion Coupon payable with respect to the Series 2009 Bonds), Administrative Expenses, Additional Payments and Investment Losses and interest on the Series 2009 Bonds in the event of a mandatory prepayment pursuant to Section 6.02(e) hereof.

Section 3.02. <u>Return of Excess Payments</u>. Upon payment in full of all Loan Repayments due under the Loan Agreement, any funds remaining in the Borrower's Reserve Sub-Account or the Borrower's Loan Repayment Sub-Account shall be returned to the Borrower.

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

- Section 3.04. <u>Amount, Allocation and Deposit of Loan Repayments</u>. The amount of each of the Loan Repayments to be made on each Loan Repayment Date shall be determined, allocated and deposited as set forth below:
- (a) Borrower Reserve Sub-Account. There shall be established the Borrower Reserve Sub-Account within the Loan Repayment Account created within the Series 2009 Bond Account. The following amounts shall be deposited to or retained in the Borrower's Reserve Sub-Account for subsequent transfer to the Borrower's Loan Repayment Sub-Account when required hereunder:
- (i) On each semi-annual date set forth on **Exhibit D**, the Borrower shall pay to the Authority the related "Principal" amount set forth on **Exhibit D**, as such amount may be adjusted at the time of determination (the "Semi-Annual Sinking Fund Payment"), as follows:
 - (A) decreased by an amount equal to the Borrower's Proportionate Share of any Investment Income in the Series 2009 Borrowers' Reserve Sub-Account, applied as directed by an Authorized Authority Representative toward the particular Semi-Annual Sinking Fund Payment;
 - (B) decreased by an amount equal to the Borrower's Proportionate Share of any Investment Income in the Administrative Expenses Account of the Series 2009 Bond Account applied as directed by an Authorized Authority Representative toward the particular Semi-Annual Sinking Fund Payment;
 - (C) decreased by the Redeemed Amount in inverse order of the Loan Repayment Date;
 - (D) increased by an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2009 Borrowers' Loan Repayment Sub-Account; and
 - (E) increased by an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2009 Borrowers' Reserve Sub-Account.
- (ii) earnings on the Semi-Annual Sinking Fund Payment while on deposit in the Borrower's Reserve Sub-Account;
 - (iii) the Mandatory Prepayment Price, if any, and earnings thereon;
- (iv) the Borrower's Proportionate Share of Investment Income reduced by the Borrower's Proportionate Share of Investment Losses, if any, from amounts on deposit in the Borrower's Reserve Sub-Account; and

- (v) The Borrower's Proportionate Share of any Investment Income in the Administrative Expenses Account of the Series 2009 Bond Account.
- (b) Borrower Loan Repayment Sub-Account. (i) on the _____ day of _____, 2024, or if such day is not a Business Day, then on the next preceding Business Day, there shall be a transfer from the Borrower Reserve Sub-Account to the Borrower Loan Repayment Sub-Account an amount equal to the aggregate of all sinking fund payments as set forth in **Exhibit D**.
- (ii) In the event a principal amount of the Series 2009 Bonds equal to the Borrower's Default Share of the Series 2009 Bonds outstanding the day after the maturity date of the Series 2009 Bonds is not paid on such day from payments under this Loan Agreement by the Borrower or from the Borrower's Unobligated State-Shared Taxes, the Borrower shall pay to the Authority an Additional Payment with respect to such Default Share of the then outstanding Series 2009 Bonds, such Additional Payment to be in an amount sufficient for the Authority to pay to the holders of the Series 2009 Bonds such Default Share of the then Outstanding Series 2009 Bonds, together with an amount equal to such Default Share multiplied by the Tax Credit Rate on the Series 2009 Bonds divided by 360 multiplied by the number of days from the date of Maturity through the date of payment of the Borrower's Default Share of such Outstanding Series 2009 Bonds, which amount shall be deposited to the Borrower's Loan Repayment Sub-Account. The Authority shall pay to the holders of the Series 2009 Bonds such Additional Payment paid by the Borrower.
- (iii) The Borrower shall also pay to the Authority upon demand by the Authority (but in all events prior to the Maturity of the Series 2009 Bonds) the Borrower's Proportionate Share of any Investment Losses resulting in insufficient funds to pay the Series 2009 Bonds when due, and any such payment by the Borrower shall be deposited by the Authority to the Borrower's Loan Repayment Sub-Account to be applied to the payment of the Series 2009 Bonds, whether at Maturity or on the Redemption Date.
- (iv) Upon demand by the Authority (but in all events prior to the Redemption Date), the Borrower shall also pay to the Authority an amount equal to (a) the Borrower's Proportionate Share of any Redemption Price required to be paid to the holders of the Series 2009 Bonds upon partial redemption of the Series 2009 Bonds from funds on deposit in the Borrower Account of the Loan Fund which will not be used to pay Costs of the Projects plus (b) such additional amount, if any, as shall be determined to be required by the Authority to effect the contemplated redemption of the Series 2009 Bonds in authorized denominations, and any such payment by the Borrower shall be deposited by the Authority to the Borrower's Loan Repayment Sub-Account to be applied to the payment of any such Redemption Price on the Series 2009 Bonds upon redemption.
- (v) Upon demand by the Authority, the Borrower shall pay to the Authority the Mandatory Prepayment Price and the Mandatory Prepayment Price shall be transferred to the Borrower Loan Repayment Sub-Account and shall be used to redeem the Series 2009 Bonds, in whole or in part, in accordance with the Resolution and to pay any redemption premium thereon.

- (vi) On each Loan Repayment Date, the Borrower shall also pay an amount equal to Borrower's Proportionate Share of the Supplemental Coupon or Conversion Coupon, if any, required to be paid by the Authority pursuant to the Resolution or Tax Credits Separation Certificate.
- (c) Administrative Expense Account of the Series 2009 Bond Account. The Administrative Expenses portion of each of the Loan Repayments shall be paid by the Borrower in an amount equal to the Borrower's Proportionate Share of Administrative Expenses for any period commencing on the Closing Date, or the Business Day on which Administrative Expenses were last paid to and ending on the day next preceding the Loan Repayment Date and shall be deposited to the Administrative Expenses Account.

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

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

Section 3.07. <u>Pledge of Taxing Power</u>. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the Loan Repayments payable under the Loan Agreement if and when they become due and payable. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other

law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from the tax to be levied pursuant to this Section and the Act in a special fund an amount sufficient for the payment of the amounts under this Loan Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of payments made from other funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower.

Section 3.08. <u>Pledge of Unobligated State-Shared Taxes</u>. The Borrower has not previously pledged any portion of its State-Shared Taxes to other obligations. As security for the Loan Repayments the Borrower hereby pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal portions of the Loan Repayments, plus the Supplemental Coupon, if any, and Conversion Coupon, if any, due under this Loan Agreement, plus such additional amount, not to exceed .75% per annum, as shall be sufficient to pay when due any additional payments due from Borrower under this Loan Agreement as and when they become due and payable.

The Borrower hereby authorizes the Authority without further recourse to direct that any Unobligated State-Shared Taxes due to the Borrower be withheld and paid over to the Authority for credit to the Borrower's Loan Repayments at any time a Loan Repayment becomes delinquent in an amount necessary to liquidate the amount of the delinquent payment and/or to pay an amount equal to the Borrower's Default Share of the Series 2009 Bonds outstanding the day after the maturity date of the Series 2009 Bonds.

So long as this Loan Agreement remains outstanding, the Borrower agrees that it will not create, assume or incur any pledge, encumbrance, lien or charge on a parity with or prior to the lien created under this Loan Agreement on the Borrower's Unobligated State-Shared Taxes without the written consent of the Authority and the holders of the Series 2009 Bonds and without a certificate of a certified public accountant delivered to the Authority stating that the Unobligated State-Shared Taxes are at least 100% being the maximum annual principal portion of the Loan Repayments under this Loan Agreement, together with the maximum annual debt service on the obligations proposed to be issued, for the fiscal year preceding the year in which the additional lien is proposed to be created.

ARTICLE IV

Representations and Covenants

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

(a) The Authority is a corporate governmental agency and instrumentality of the State of Tennessee, organized and existing pursuant to the Act. The Authority is authorized

to issue the Series 2009 Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

- (b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.
- (c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).
- (d) By Resolution duly adopted by the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of this Loan Agreement and the Series 2009 Bonds, the due performance of all obligations of the Authority hereunder, under the Resolution and under the Series 2009 Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.
- (e) This Loan Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a valid contractual obligation of the Authority. The Series 2009 Bonds will constitute valid and binding limited special obligations of the Authority and will be payable solely from the Pledged Revenues and any amounts otherwise available under the Resolution, and will be entitled to the benefit of the Resolution. None of the Authority (except to the foregoing extent), the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Borrower from the Authority) indirectly, to pay the principal of, interest on, if any, or Redemption Price on the Series 2009 Bonds. The Authority has no taxing power.
- (f) The execution and delivery by the Authority of this Loan Agreement, the Series 2009 Bonds, and the Resolution and the consummation of the transactions contemplated in each of the foregoing will not violate any resolution, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof
- (g) The Authority will apply or cause to be applied the proceeds of the Series 2009 Bonds in accordance with the Resolution and this Loan Agreement.
- (h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the

Resolution or the Series 2009 Bonds or which, in any way, would adversely affect the validity of this Loan Agreement, the Series 2009 Bonds, the Resolution or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

- (i) The Authority covenants that it will not pledge the amounts derived from this Loan Agreement other than to secure the Series 2009 Bonds.
- Section 4.02. <u>Representations and Covenants of the Borrower</u>. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:
- (a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.
- (b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement and the Resolution.
- (d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.
- (e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or

default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

- (g) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series 2009 Bonds advanced to it to be applied in a manner contrary to that provided in the Resolution and this Loan Agreement.
- (h) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which adversely affect the tax credit allowed under Section 54A of the Code with respect to the Series 2009 Bonds.
- (i) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.
- (j) The Borrower approves the issuance of the Series 2009 Bonds and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.
- (k) The Borrower covenants and agrees to provide annual audited financial statements to the Authority as soon as reasonably practical upon their becoming available and if not made available within one year of the end of the fiscal year, then the Borrower shall provide unaudited annual financial statements for such fiscal year within one year of the end of the fiscal year and audited financial statements for such fiscal year when they become available and, upon request, such other financial information as shall be reasonably requested to the Authority.
- (I) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Resolution.
- (m) All information provided to the Authority in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V

Events of Default

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

(a) the payments required by Sections 3.01 through 3.08 are not paid punctually when due;

- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Authority or the Trustee shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);
- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;
- (d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or
- (e) the Borrower shall contest the validity or enforceability of any provision of this Loan Agreement.
- Section 5.02. <u>Remedies</u>. (a) In the event the Borrower shall fail to remit the Loan Repayments when and as required under this Loan Agreement, the Commissioner of Finance and Administration of the State, upon notification by the Authority, shall without further authorization, withhold the Loan Repayment due from the Borrower's Unobligated State-Shared Taxes. The Authority shall deliver notice of the foregoing to the Borrower as required by the Act.
- (b) Upon the continuing occurrence of an Event of Default not cured pursuant to subsection (a) above, (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement), the Authority, the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, and subject to the provisions of the Resolution, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Resolution.

ARTICLE VI

Prepayment

Section 6.01. <u>Prepayment</u>. The Borrower shall not have the right to optionally prepay its Loan. The Borrower shall be required to prepay a portion of its Loan from excess amounts in the Borrower Account of the Loan Fund as set forth in Section 2.05 hereof and shall be required to prepay the Loan in whole in the event of a Determination of Loss of Qualified School Construction Bond Status unless the Authority has elected to convert the Series 2009 Bonds to Interest Bearing Bonds.

Section 6.02. <u>Mandatory Prepayment Price</u>.

- (a) The Loan shall be subject to mandatory prepayment if the Borrower fails to expend all proceeds in Borrower's Account of the Loan Fund within three years of the issuance of the Series 2009 Bonds and no extension of the period for expenditures has been granted by the Internal Revenue Service.
- (b) The Loan shall also be subject to mandatory prepayment upon a Determination of Loss of Qualified School Construction Bond Status unless the Authority has elected to convert the Series 2009 Bonds to Interest Bearing Bonds.
- (c) Following the occurrence of the events specified in Section 6.02(a) or (b) above, the Borrower shall prepay the Loan on the Mandatory Prepayment Date at the Mandatory Prepayment Price unless the Authority has elected to convert the Series 2009 Bonds to Interest Bearing Bonds.
- (d) The Mandatory Prepayment Price with respect to a Section 6.02(a) event shall be that amount that the Borrower shall be required to prepay as of the designated Mandatory Prepayment Date, which shall be equal to unspent amounts in the Borrower's Account of the Loan Fund (which shall be used, to the extent possible, to redeem Series 2009 Bonds), plus the Borrower's Proportionate Share of any Redemption Price for the Series 2009 Bonds (which shall be paid by Borrower from sources other than any proceeds derived from the sale of the Series 2009 Bonds and investment earnings thereon), if any, plus such additional amount as shall be determined to be required by the Authority to permit the contemplated redemption of the Series 2009 Bonds in authorized denominations.
- (e) The Mandatory Prepayment Price with respect to a Section 6.02(b) event (unless the Series 2009 Bonds have been converted to Interest Bearing Bonds) shall be that amount that the Borrower shall be required to prepay as of the designated Mandatory Prepayment Date which shall be equal to the sum of (i) the Outstanding Loan Principal Amount (less the aggregate amount from Borrower Loan Repayment Sub-Account previously applied to payment or redemption of the Series 2009 Bonds) together with (ii) Borrower's Proportionate Share of the redemption premium, if any, of applicable Series 2009 Bonds, plus interest at the Tax Credit Rate on the amount described in (e)(i) above from the date on which the Determination of Loss of Qualified School Construction Bond Status occurs until the redemption date of the Series 2009 Bonds.

Section 6.03. <u>Partial Prepayment</u>. Any principal prepayment amount shall be applied in reduction of payment obligations set forth on **Exhibit D** as Borrower shall elect by written notice to the Authority with the consent of the Authority.

Section 6.04. <u>Deposit of Prepayment Amount</u>. The prepayment amount shall be deposited with the Treasurer, its custodian or the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Prepayment Date.

Section 6.05. <u>Discharge of Other Obligations</u>. Notwithstanding any other provisions hereof, this Loan Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower's obligations hereunder cease when the Borrower shall have paid all amounts payable hereunder (including all amounts due under Article III hereof) without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series 2009 Bonds are Outstanding and unpaid, and until the Borrower shall have discharged or provision satisfactory to Authority shall have been made for the discharge of, all of its obligations under this Loan Agreement, which obligations have arisen on or after the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

ARTICLE VII

Conversion

Section 7.01 Conditions to Conversion. The Authority shall have the right to convert the Loan into a Loan bearing interest at the Conversion Coupon Rate following a Determination of Loss of Qualified School Construction Bond Status provided that (i) an opinion of bond counsel is delivered to the Trustee that the conversion of the Series 2009 Bonds to Interest Bearing Bonds and the conversion of Borrower's Loan to a Loan bearing interest at the Conversion Coupon Rate is permitted under applicable federal and State law; and (ii) the Borrower shall have consented to the conversion of its Loan to a Loan bearing interest at the Conversion Coupon Rate by written notice thereof delivered to the Authority by the Authorized Borrower Representative and (iii) the Authority and the Trustee shall have taken appropriate steps, if necessary, to terminate the prospective availability of tax credits payments under the Series 2009 Bonds. In the event that a Determination of Loss of Qualified School Construction Bonds status has occurred but the conditions to the conversion have not been satisfied, Borrower shall make a mandatory prepayment of the Loan as provided in Section 6.02(b) and Section 6.02(c) hereof.

Section 7.02 <u>Interest Payments</u>. Following any conversion provided for under Section 7.01 hereof, the Borrower shall pay interest on the Loan at the Conversion Coupon Rate. Interest payments shall be made on the Loan Repayment Dates or on such other dates as shall be agreed to by the Authority and the Borrower. Borrower agrees to pay on such other dates as shall be demanded by the Authority in order to enable the Authority to make its required payments in a timely manner under the Resolution and the Tax Credits Separation Certificate.

ARTICLE VIII

Indemnification

Section 8.01. Indemnification of Trustee and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, if any, and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee and the Authority (the Trustee, each successor trustee, the Authority, and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, willful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Resolution or the trusts thereunder and the duties of the Trustee and the Authority thereunder (but only to the extent the Resolution, its administration, required duties and trusts thereunder are applicable to Borrower, this Loan Agreement or the Series 2009 Bonds), including enforcement of this Loan Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Loan Agreement.

ARTICLE IX

Miscellaneous

Section 9.01. <u>Waiver of Statutory Rights</u>. The rights and remedies of the Authority and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 9.02. <u>Non-Waiver by Authority</u>. No failure by Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 9.03. <u>Remedies Cumulative</u>. Each right, power and remedy of Authority provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by

the Authority or the Trustee, if any, of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Trustee of any or all such other rights, powers or remedies.

Section 9.04. <u>Amendments, Changes and Modification</u>. Except as otherwise provided in this Loan Agreement or in the Resolution, subsequent to the issuance of the Series 2009 Bonds and prior to the payment in full of the Series 2009 Bonds, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, if any, and the holders of the Series 2009 Bonds.

Section 9.05. <u>Applicable Law - Entire Understanding</u>. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 9.06. <u>Severability</u>. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 9.08. <u>Headings and References</u>. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 9.09. <u>Successors and Assigns</u>. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9.10. <u>Multiple Counterparts</u>. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 9.11. <u>Amendments, Chances and Modifications of Resolution</u>. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Resolution which would adversely affect the Borrower's rights under this Loan Agreement.

Section 9.12. <u>No Liability of Authority's and Borrower's Officers</u>. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 9.13. <u>Continuing Disclosure</u>. Borrower agrees to promptly furnish any and all financial information and operating data required to be disclosed by the Authority annually pursuant to Rule 15c2-12 of the Securities and Exchange Commission, or which is otherwise required to be disclosed or produced by the Authority, at the times required by the Authority to comply with its secondary market disclosure obligations under Rule 15c2-12 or other obligations.

Signatures on Following Page

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

	TENNESSEE STATE SCHOOL BOND AUTHORITY
(SEAL)	By:Authorized Officer
ATTEST:	
Authorized Officer	
	HAMBLEN COUNTY, TENNESSEE
(SEAL)	By:County Mayor
ATTEST:	County Mayor
County Clerk	

EXHIBIT A

REQUISITION

Series 2009 Bonds

	REQUISITION NO
that term as s by and between the "Borrow)	andersigned, being an Authorized Borrower Representative within the meaning of set forth in a loan Agreement (the "Loan Agreement"), dated, 2009, een the Tennessee State School Bond Authority and Hamblen County, Tennessee eer"), submits this Requisition on behalf of the Borrower pursuant to Section 2.04 of reement, as follows:
1. Agreement of	Borrower hereby requests disbursement to the Borrower pursuant to the Loan \$
2. defined in the	All amounts advanced hereunder will be used to pay Cost of the Projects, as Loan Agreement.
3. for disbursem	The amounts requested hereunder have not been the subject of a previous request nent of funds.
4. Loan Agreem	The subject of this request is a proper Costs of the Projects, as described in the nent.
5.	The amount requested should be wired to:
	Bank:
	ABA Number:
	Account Name:
	understood that your duties will be discharged with respect to the disbursement eunder if payment is made as provided herein.
IN W	ITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this
	HAMBLEN COUNTY, TENNESSEE
	Name:Title:
Funding Date	
i mining Dale	··

After execution, f	ax the Requisition as follow
Attn:	
(615)	(Office Confirm)
(615)	(FAX)

EXHIBIT B

COMPLETION CERTIFICATE Series 2009 Bonds

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated, 2009, by and between the Tennessee State School Bond Authority and Hamblen County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 2.05 of the Loan Agreement, as follows:
1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;
2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and
3. The Authority and the Trustee are directed to apply any excess funds remaining in the Borrower Account of the Loan Fund under the Loan Agreement in accordance with the provisions of Section 2.05 of the Loan Agreement.
Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.
IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this day of
HAMBLEN COUNTY, TENNESSEE
Name:

EXHIBIT C DESCRIPTION OF PROJECTS

EXHIBIT D

SINKING FUND PAYMENT SCHEDULE

Sinking Fund Payment Date

Principal

RESOLUTION-ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

Motion by Larry Baker, seconded by Guy Collins to approve the resolution to support and assist the Morristown-Hamblen County Solid Waste Board's Application for an energy efficiency and conservation block grant.

Chair S. Ford	YES	T. Massey	NES	Roll Call
V-C G. Collins	(2) YES	D. Alvis	YES	Discussion
L Baker	(M) YES	N. Phillips	The same of the sa	Voting
R.Bruce	YES	R. Sexton	MES	Results
D. Fullington	YES	J. Spoone	YES	Agenda
H. Harville	MES	D. Wampler	YES.	Setup
P. LeBel		L. Jamis	YES	Options
7.c.	Passed (14 YES - 0 I	NO - O ABS - O Absent)	Majority Vote	., >

Resolution	Number	
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RESOLUTION TO SUPPORT AND ASSIST THE MORRISTOWN – HAMBLEN COUNTY SOLID WASTE BOARD'S APPLICATION FOR AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

Whereas, funding from the American Recovery and Reinvestment Act will be available to support energy efficiency and conservation activities under the United States Department of Energy's "Energy Efficiency and Conservation Block Grant (EECBG) program"; and,

Whereas, individual states will implement programs from this funding that lowers energy use, reduces carbon pollution, and create green jobs locally; and,

Whereas, projects eligible for support include the development of an energy efficiency and conservation strategy, energy efficiency audits and retrofits, transportation programs, the creation of financial incentive programs for energy efficiency improvements, the development and implementation of advanced building codes and inspections, and/or the installation of renewable energy technologies on municipal buildings; and,

Whereas, Tennessee will use its Recovery Act EECBG funding to enhance energy efficiency and promote the use of renewable energy across the state's economic sectors; and,

Whereas, the State of Tennessee's Energy Policy Office at the Department of Economic and Community Development (ECD) will administer the competitive award program, which will fund a variety of activities to reduce local energy consumption and fossil fuel emissions; and,

Whereas, the Morristown-Hamblen County Solid Waste Board desires to make an application to the State of Tennessee's Energy Policy Office at the Department of Economic and Community Development (ECD) for said funding to develop, construct, and implement a means to convert methane gas to energy when said competitive grant application becomes available.

Now, therefore, be it resolved that, since the Morristown-Hamblen County Solid Waste Board can only apply for funds through the county and city governmental bodies; and,

Be it further resolved that the Hamblen County Commission desires to assist the Morristown-Hamblen County Solid Waste Board for funding through said program; the County Mayor is hereby allowed to sign any and all forms, applications, and contracts to implement and proceed with this project; and that the total project costs will be sufficient to supply the required matching monies for this project without additional cost to the Hamblen County Commission.

This action was voted on and duly taken at the regularly scheduled October, 2009 meeting of the Hamblen County Commission and the vote count was \(\) Yes and \(\) No

County Mayor

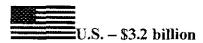
County Court Clerk.

The American Recovery and Reinvestment Act of 2009

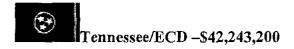
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANTS

"The Block Grants are a major investment in energy solutions that will strengthen America's economy and create jobs at the local level," said U.S. DOE Secretary Steven Chu. "The funding will be used for the cheapest, cleanest and most reliable energy technologies we have – energy efficiency and conservation – which can be deployed immediately. The grants also empower local communities to make strategic investments to meet the nation's long term clean energy and climate goals."

ARRA AMOUNTS



Includes \$2.8 billion of formula funds and \$400 million of competitive awards



\$28,425,000 of this amount will be awarded directly from DOE to the 17 largest cities and 10 largest counties in Tennessee; \$13,818,200 will be administered through ECD. At least 60% of the funds ECD receives must be used to make sub-awards to these cities and counties not eligible for direct funding. Funding not used for subgrants to cities and counties may be used by the State Energy Program (SEP), subject to all SEP requirements.

TENNESSEE FUNDS

The 17 largest cities and 10 largest counties in Tennessee may apply directly to DOE for EECBG funds. These funds will not pass through state government or ECD. 2007 census population data was used to determine which cities and counties will receive direct grant funding from DOE.

ECD will be administering the application process for EECBG funds in other cities and counties not eligible for direct funding from DOE.

NOTE – On October 7, 2009, this statement was put in the weekly update report on ARRA spending as follows:

"This is an added announcement of our Energy Efficiency and Conservation Block Grant (EECBG) award. WE expect our EECBG application to be posted and a press release outlining our application process within the next week or two."

Open Meeting – Sheriff Esco Jarnagin Call to Order – Chairman Stancil Ford

Prayer - Rev. Larry Parrott, Pleasant View Baptist Church

Pledge of Allegiance - Commissioner Nancy Phillips

☑ Roll Call – County Clerk Linda Wilder

Recognition of Visitors - Chairman Stancil Ford

REGULAR ORDERS

October 22, 2009

Order	Title	Placed From
1	Appointments & Nominations a. Procedures for Nominations & Vote (Off Voting System) b. Veteran's Service Officer Position (Roll Call Vote Required)	Chairman Stancil Ford
2	Calendar and Rules Committee ☑ a. Approval of Consent Calendar Items ☑ b. Approval of Regular Calendar Items	Chair Reece Sexton
3	Approval of Consent Calendar ✓ a. Consent Calendar – 10/22/09	Chairman Stancil Ford
4	Finance Committee ☑ a. Review of Monthly Checks Submitted by Office of the Hamblen County Mayor b. New Business ☑ 1. Resolution to Transfer Funds from General Purpose School Fund to Federal Projects Fund ☑ 2. Resolution to Adjust Property Assessor Compensation c. Bids/RFP's ☑ 1. Ballistic Vests ☑ 2. Insurance Broker/Agent Request for Qualifications d. Budget Amendments ☑ 1. Car Allowance Compliance Budget Amendment	Chair Louis "Doe" Jarvis
5	Public Services Committee a. Old Business ☐ 1. Resolution to Levy a Privilege Tax on Litigation in Hamblen County ☐ 2. Barking Dog Amended Resolution b. New Business ☐ 1. Resolution to Approve S.R. 66 Project Proposal	Chair Tom Massey
6	Buildings & Grounds Committee a. New Business 1. Surplus Request from Election Commission	Chair Doyle Fullington
7	Additional Items (require a vote to be added to calendar prior to any discussion) a. Vote to add items to calendar b. Qualified School Construction Bonds Resolution (Rec'd 10/13/09 @ 6:48pm) c. Solid Waste Board Resolution to Apply for Energy Efficiency and Conservation Block Grant - 2010	Chairman Stancil Ford

Open Floor Discussion - Chairman Stancil Ford Announcements - Chairman Stancil Ford Adjournment - Chairman Stancil Ford