DATE: August 5, 2019

AGENDA ITEM: Consider approval and/or ratification of the following expenses in excess of $5,000.00.

RESPONSIBILITY: Lynn McClurg, Chief Financial Officer

PRESENTATION:

1. Brown, Jake & McDaniel, PC – IDB Audit FY2019 – not to exceed $5,000 (Professional Services)
2. Robert G. Campbell & Associates, LP – TDEC Fee - $250 pass-through cost not included in approved project expenses (Professional Services)
3. Worldwide Equipment Inc – Sanitation truck engine repair - $630.92 incremental amount from previously approved expense (Sole Source)
4. Rescue Phone, Inc. – Rescue Phone Quad Crisis Response Module - $6,495.00 (Sole Source)
5. Lose Design – Revision and Reimbursable expenses - $5,721.29 – addition to previously approved contract
6. NAFECO – Fire Engine Repair - $12030.50 (Emergency Repair)
7. Sevier Water Board – Additional Funding - $3,480.10 ($20,000 approved via R2019-12)
8. Crabbe, Brown & James, LLP – Legal Fees - $5,476.53 (Professional Services)

REQUESTED ACTION: Approval and/or ratification of the above-mentioned expenses.
CONTRACT TO AUDIT ACCOUNTS
OF
Industrial Development Board of the City of Sevierville, Tennessee

FROM July 01, 2018 TO June 30, 2019

This agreement made this 25th day of July 2019, by and between Brown, Jake & McDaniel, PC, 2607 Kingston Pike, Suite 110, Knoxville, TN 37919-3336, hereinafter referred to as the “auditor” and Industrial Development Board of the City of Sevierville, Tennessee, of PO Box 5500, Sevierville, TN 37864-5500, hereinafter referred to as the “organization”, as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2018, and ending June 30, 2019 with the exceptions listed below:

None

2. The auditor shall conduct the audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the Audit Manual. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization’s management and those charged with governance:

a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the Audit Manual. This report shall state the audit was performed in accordance with Government Auditing Standards, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor’s report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.

b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB’s Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrency of appropriate officials with the audit findings, comments on management’s responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB’s Uniform Guidance and for other findings in accordance with Section 9-3-407, Tennessee Code Annotated and the Audit Manual. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish 12 printed copies and/or an electronic copy of the report to the organization’s management and those charged with governance. It is anticipated that the auditor’s report shall be filed prior to December 31, 2019, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.) Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

None

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller’s representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller’s discretion, it is agreed that the working papers will be reviewed at the

October 2018
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor’s responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization’s management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization’s management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

a) The Division of Local Government Audit (LGA) shall be considered the “group auditor” for any contract to audit a component of an applicable county government. LGA shall present the county’s financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

b) The contracting auditor shall be considered the “component auditor” for purposes of this section.

c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county’s financial statements may cause this contract to be rejected.)

d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor’s report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor’s work, the terms, if any, shall be negotiated under a separate addendum to this contract.

f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.

g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor’s competence through the Tennessee State Board of Accountancy.

h) The component auditor will be contacted via email by the LGA’s Audit Review Manager with the estimated date of the conclusion of LGA’s audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor’s report and the date of the conclusion of LGA’s audit of the county government. Additional subsequent events should be communicated via email to LGA’s Audit Review Manager.

i) The component auditor shall read LGA’s audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller’s website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA’s prior year audited financial statements. Related parties should be communicated via email to LGA’s Audit Review Manager.

j) The component auditor’s report should not be restricted as to use in accordance with AU-C 905.

k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **(Special Provisions) None**

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **$5,000.00**) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been
or will be made, by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:
   - our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
   - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
   - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by Government Auditing Standards;
   - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and Government Auditing Standards.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

By

Signature

Title/Position:

E-mail address

Date:

Governmental Unit or Organization

By

Signature

Title/Position:

E-mail address

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

October 2018
July 1, 2019
Invoice #16706-6

Mr. Bryon Fortner
City of Sevierville
310 Robert Henderson Road
Sevierville, TN 37862

RGC Project #18057

STATEMENT.
Engineering and survey services April 1, 2019 through June 30, 2019 relative to design of
the West Prong Pigeon River Greenway Expansion Project.

100.0% Complete (100.0% x 34,900.00) $ 34,900.00
Less Previously Invoiced $ 31,410.00
$ 3,490.00
TDEC - SWPPP Fee $ 250.00
$ 3,740.00

TOTAL AMOUNT DUE: $ 3,740.00

Robert G. Campbell, President

TERMS: NET 30 DAYS. 1 1/2% SERVICE CHARGE AFTER 30 DAYS EQUAL TO 18% PER YEAR.
June 19, 2019

Tennessee Department of Environment and Conservation
Knoxville Environmental Field Office, Water Resources
Attn: Christie Renfro
3711 Middlebrook Pike
Knoxville, TN 37921

RE:  SWPPP Application
City of Sevierville
West Prong Greenway Extension
RGC #18057

Dear Ms. Renfro:

Enclosed is the GCP application for the above referenced project. Also included is a check for $250.00 for the General NPDES Permit for Stormwater Discharges from Construction Activities fee.

Coverage for the proposed construction activity under the Tennessee General Permit is requested.

Please contact our office if you have any questions.

Sincerely,

[Signature]

Kyle Horner, P.E.,
Robert G. Campbell & Associates, L.P.

ROBERT G. CAMPBELL & ASSOCIATES, L.P.
Treasurer State of TN

Item to be Paid - Description  State Approval Fees

Check Number  33575
Check Date:  Jun 20, 2019
Check Amount  $250.00
Discount Taker  - Amount Paid  250.00
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
ENVIRONMENTAL FIELD OFFICE
3711 Middlebrook Pike
Knoxville, TN 37921
(865)594-6035 STATEWIDE 1-888-891-8332 (865)594-6105

Receipt: EAC-K-9253 Date of Receipt: 20-Jun-2019 1:25 pm
County: Sevier Created By: Norma Jean Miller (BG57018)
Received From: Jane G. Campbell
Company/Affiliation: Robert G. Campbell & Associates
Recipient Address: 7523 Taggart Lane
Knoxville, TN 37938
Amount Received: $250.00 Method of Payment: CHECK
Check Number: 33575

Comments: West Prong Greenway Extension.
RGC # 18057.

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Receipt Total: $250.00

Visit us at: http://tn.gov/environment/

CN-1139 (Rev. 6-09) RDA S1730
**WORLDWIDE EQUIPMENT -- KNOXVILLE**
6614 WILBANKS ROAD
KNOXVILLE, TN 37912
PHONE: (865) 688-4300

**Invoice: 66W120397**
Date / Hour: 5/16/2019 10:56:21AM
Repair Order: 120397
Customer: 38699
Branch: 66
Total Invoice: $7,835.34
**PROBILLING**

---

**Bill To:**
CITY OF SEVIERVILLE
PO BOX 5500
SEVIERVILLE, TN 37864

**Ship To:**
CITY OF SEVIERVILLE
PO BOX 5500
SEVIERVILLE, TN 37864

**Shop:** (865) 453-5504

---

<table>
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<th>1110</th>
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<th>BRIANTINKER</th>
<th>Orig R/O:</th>
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<th>Completion Date:</th>
<th>5/15/2019</th>
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**Unit Number:** 1110  
**Model Year:** 2011  
**Make/Model:** MACK MRU 613
**VIN:** 1M2AV02C0BM007843  
**Meter:** 99524 Miles  
**ECM Reading:** 9941

---

**Task: 1**  024-000000 Drive Shafts
**Description:** INSTALL DRIVELINE

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<th>Quantity</th>
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**Task: 2**  044-070000 Fuel System - Throttle Controls - Diagnose

**Correction:** 5/14/2019 7:12:42 PM 6700366 pulled crack case spin on fuel filters and filter hose and put new one on with new seals and fuel filters. Then put can case spin on 5/14/2019 11:10:10 PM 6600065 installed conical kit, ran overhead and assy. installed valve cover. 5/15/2019 2:18:32 PM 6700505 put water pipes and loose pipes back on and had to repair coolant lines as needed put coolant back programmed trim codes and relear data reset cleaned battery cables and dead man switch and found one battery bad R&R battery cleared all codes and done dosing test and derate reset test and done a complete regen.

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<th>Description / Ref Number</th>
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**Notes:**

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**See Last Page for Invoice Total**
**Reprint**

Invoice: 66W120397
Date / Hour: 5/16/2019 10:56:21AM
Repair Order: 120397
Customer: 38699
Branch: 66
Total Invoice: $7,635.34
***PROBILLING***

---

**Bill To:**
CITY OF SEVIERVILLE  
PO BOX 5500  
SEVIERVILLE, TN 37864

**Ship To:**
CITY OF SEVIERVILLE  
PO BOX 5500  
SEVIERVILLE, TN 37864

Shop: (865) 453-5504

<table>
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<th>BRIANTINKER</th>
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**Task:** 014-050004  
Frame - Battery Supports - Replace

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<th>Supp. Part</th>
<th>Description / Ref Number</th>
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**Total Parts:** $4,801.37
**Total Core Charge:** $2,549.51
**Total Core Ret:** ($2,549.51)
**Total Labor:** $2,631.60
**Total SHOP SUPPLIES:** $202.37
**Invoice Subtotal:** $7,635.34
**Total Tax:** $0.00
**Total Invoice:** $7,635.34

---

Approved Quote of $6,996.32 on 4/23/19
In response to your request, I am submitting the following price quote for Rescue Phone® products. Rescue Phone, Inc. sells its products directly to law enforcement agencies. We have no distributors or sales representatives. Rescue Phone, Inc. is the sole source for its products. All Rescue Phone® products are covered by a five year warranty. If you have any questions or concerns, please e-mail or call.

**RESCUE PHONE CELLULAR RESPONSE CONSOLE™**

The Rescue Phone Cellular Response Console consists of the following:

- Pelican® Console Case with 1 Plantronics Headset, 3 Headphones, Command Speaker, Digital Audio Recorder, AC and DC charger

**RESCUE PHONE QUAD™ CRISIS RESPONSE MODULE (QUAD)**

The Rescue Phone QUAD consists of the following:

- Rescue Phone QUAD negotiation console
  - Plantronics headset for negotiations
  - Headset Mic LED Indicator
  - Bluetooth® Wireless Technology Cellular Interface
  - Third Party Message Input
  - Command Speaker
  - Digital Audio Recorder
  - 3 Dual Ear Headphones
  - Pelican® Protected Throw Phone and Wire Spool with 1,000 feet of telephone wire
- 2 Command Speaker outputs, 2 Recorder Outputs and 3 Headphone Outputs
- All necessary plugs, cords, and adapters

**STANDARD FEATURES – QUAD:**

1. All of the accessory items store in the negotiation console.
2. All metal, open wire spool, with brake to control speed while winding or unwinding wire.
3. Third Party Intermediary Audio Input, so that a pre-recorded message of a friend or loved one can be played to the bad guy.
5. Modular system allowing for video update, using plug-and-play technology.
6. True 20hz ringer circuit for universal phone compatibility.
7. System uses a rechargeable battery with dead battery protection.
NAFECO
1515 West Moulton Street
Decatur, AL 35601
United States of America
Phone: 800-628-6233 Fax: 256-335-0852

INVOICE

SEV100
CITY OF SEVIERVILLE
ATTN: ACCOUNTS PAYABLE
PO BOX 5500
SEVIERVILLE, TN 37864
TO United States of America
865-453-5504

SEVIERVILLE FIRE DEPARTMENT
SH 1162 DOLLY PARTON PARKWAY
SEVIERVILLE, TN 37862
TO United States of America
865-453-5504

We accept all major credit cards. However, each transaction is subject to a 3% handling fee.

<table>
<thead>
<tr>
<th>CUSTOMER PO #</th>
<th>SHIP VIA</th>
<th>TERMS</th>
<th>DATE SHIPPED</th>
<th>PICK TICKET NO.</th>
<th>SLMN 1</th>
<th>SLMN 2</th>
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<tbody>
<tr>
<td>Fred Atchley</td>
<td>Best Way</td>
<td>INVOICE</td>
<td>7/24/19</td>
<td>1014327-000</td>
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SPECIAL INSTRUCTIONS >
Invoice Only

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<th>ORDERED</th>
<th>SHIPPED</th>
<th>BACK ORDERED</th>
<th>U/M</th>
<th>ITEM NO./DESCRIPTION</th>
<th>PRICE</th>
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<td>Labor Charge - NAFECO</td>
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BELIEVED

JUL 30 2019

FINANCE DEPT.

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<thead>
<tr>
<th>LINE ITEM TOTAL</th>
<th>SHIPPING &amp; HANDLING</th>
<th>TAX</th>
<th>SUB-TOTAL</th>
<th>DEPOSIT</th>
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July 31, 2019

City of Sevierville
P.O. Box 5500
Sevierville, TN 37864-5500
Attention: Russell Treadway

Please accept this letter as request for release of funds allocated for the Sevier Water Board for the fiscal year 2019-2020 in the amount of $23,480.10. If you have any questions, please contact me at 429-7302 or dclabo@cityofpigeonforgetn.gov.

Thank you,

Dennis Clabo
Finance Director/City Recorder

$ 20,000.00 approved via R2019-012
Incremental $ 3,480.10
<table>
<thead>
<tr>
<th>ACCT #</th>
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<td>STORMWATER PERMIT</td>
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<td>232-02</td>
<td>STREAM MONITORING SUPPLIES</td>
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<tr>
<td>232-03</td>
<td>KEEP SEVIER BEAUTIFUL</td>
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<td>232-04</td>
<td>PUBLICATIONS/BROCHURES</td>
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<td>FIELD EQUIPMENT</td>
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<td>ACCOUNTING/AUDIT</td>
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<td>253-01</td>
<td>MITCHELL EMERT &amp; HILL</td>
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<td>253-02</td>
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<td>MCGILL ASSOCIATES</td>
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<td>OFFICE SUPPLIES</td>
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<td>329</td>
<td>OTHER OPERATING EXPENSE</td>
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<td>REPAIR AND MAINTENANCE - PARTS</td>
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<td>345</td>
<td>MACHINERY &amp; TOOLS</td>
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<td>345-01</td>
<td>TOOLS DEDICATED TO USE ON-SITE</td>
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<td>510</td>
<td>INSURANCE</td>
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<td>METAL ROOFING ON VULCAN PUMP STATION</td>
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<td>930</td>
<td>IMPROVEMENTS OTHER THAN BUILDINGS</td>
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<td>INTAKE PUMP REPLACEMENT</td>
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<td>930-02</td>
<td>SOFTSTART, PARTS, LABOR FOR NEW PUMP</td>
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<td>INTAKE CASING PIPE IMPROVEMENTS</td>
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<td>930-04</td>
<td>ALTERNATE POWER FEED</td>
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<td><strong>TOTAL ACCTS 148 THRU 599</strong></td>
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<td><strong>$620,400</strong></td>
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<tr>
<td><strong>Allocation from Governmental Entities</strong></td>
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<td><strong>Funding from Retained Earnings</strong></td>
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<td><strong>GRAND TOTAL:</strong></td>
<td><strong>$917,600</strong></td>
<td><strong>$620,400</strong></td>
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<table>
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<th>Entity</th>
<th>Percentage</th>
<th>Allocation</th>
<th>Electric</th>
<th>Storm</th>
<th>Water</th>
<th>Compliance</th>
<th>Total</th>
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<tbody>
<tr>
<td>Pigeon Forge</td>
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<tr>
<td>Sevierville</td>
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<td>5,625.00</td>
<td>23,480.10</td>
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<tr>
<td>Sevier County</td>
<td>6.60%</td>
<td>23,106.60</td>
<td>6,900.00</td>
<td>5,625.00</td>
<td>35,631.60</td>
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<td><strong>Total</strong></td>
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<td><strong>717,600.00</strong></td>
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<table>
<thead>
<tr>
<th>Electric:</th>
<th>Percentage</th>
<th>Allocation</th>
<th>Electric</th>
<th>Storm</th>
<th>Water</th>
<th>Compliance</th>
<th>Total</th>
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<tbody>
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<tr>
<td>Sevier County</td>
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<tr>
<td><strong>Total</strong></td>
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