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April 30, 2004

**FILED**<sup>2</sup>

APR 30 2004

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102

**Missouri Public  
Service Commission**

RE: *Ozark Border Electric Cooperative v. City of Poplar Bluff*  
Case No. EC-2003-0452

Mr. Roberts:

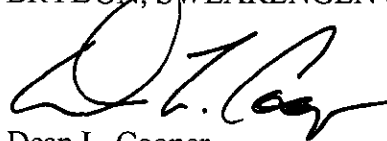
Enclosed for filing in the above-referenced matter are the original and eight (8) copies of the Rebuttal Testimony of Doug Bagby, on behalf of the City of Poplar Bluff, Missouri.

If you have any questions concerning this matter, then please do not hesitate to contact me.  
Thank you for your attention to this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Dean L. Cooper

DLC/jar  
Enclosures

cc: Office of the General Counsel  
Office of the Public Counsel  
Victor S. Scott  
Mark Kennedy  
Wallace L. Duncan

**Exhibit No.**  
**Witness:** Doug Bagby  
**Type of Exhibit:** Rebuttal testimony  
**Sponsoring Party:** City of Poplar Bluff  
**Case No.:** EC-2003-0452  
**Date Prepared:** April 29, 2004

**REBUTTAL TESTIMONY OF DOUG BAGBY  
ON BEHALF OF  
THE CITY OF POPLAR BLUFF, MISSOURI**

**MISSOURI PUBLIC SERVICE COMMISSION**

**CASE NO. EC-2003-0452**

**OZARK BORDER ELECTRIC COOPERATIVE, COMPLAINANT**

**VS.**

**CITY OF POPLAR BLUFF, RESPONDENT**

**FILED<sup>2</sup>**

**APR 30 2004**

**Missouri Public  
Service Commission**

**JEFFERSON CITY, MISSOURI**

**APRIL 30, 2004**

**AFFIDAVIT**

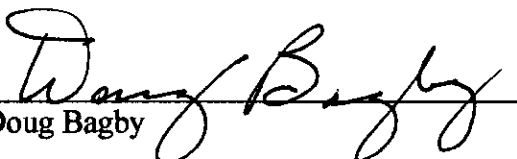
STATE OF MISSOURI )

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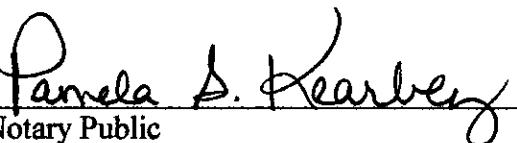
ss

COUNTY OF Butler )

I, Doug Bagby, state that I am employed by the City of Poplar Bluff as its City Manager; that the Rebuttal Testimony attached hereto has been prepared by me or under my direction and supervision; and, that the answers to the questions posed therein are true to the best of my knowledge, information and belief.

  
Doug Bagby

Subscribed and sworn to before me this 15th day of April, 2004.

  
Notary Public

My Commission Expires:

March 26, 2005

(SEAL)

PAMELA S. KEARBey  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Butler County  
My Commission Expires: March 26, 2005

1       **Q. Would you state your name for the record please?**

2       A. My name is Doug Bagby.

3       **Q. What is your occupation?**

4       A. I work for the City of Poplar Bluff in the capacity of City Manager. I was appointed  
5       to the City Manager's position in August of 2003. Prior to that I served as General  
6       Manager of Poplar Bluff Municipal Utilities from March, 1989 until August, 2003.  
7       Poplar Bluff owns and operates a municipal electric system. As City Manager I am  
8       still responsible for the operations of Municipal Utilities. I have been employed by  
9       the City of Poplar Bluff for a little over thirty (30) years.

10      **Q. What is the purpose of your prepared rebuttal testimony?**

11      B. I intend to respond to the prepared testimony of Stan Estes that has been filed in  
12      this complaint case and present the position of the City of Poplar Bluff.

13      **Q. Have you been authorized by the City to present testimony in this case?**

14      A. Yes.

15      **Q. What is your understanding of the nature of this complaint case?**

16      A. Ozark Border Electric Cooperative, with whom the City has a territorial  
17      agreement, filed this case at the Public Service Commission after the City filed a  
18      lawsuit in circuit court concerning the territorial agreement. A dispute had arisen  
19      between the City and Ozark Border regarding a notice provision in the territorial  
20      agreement and how that provision applied to a certain series of annexations. The  
21      City had gone to circuit court in an attempt to get a binding court order to resolve  
22      the notice dispute. The cooperative argued that the dispute belonged at the Public  
23      Service Commission and filed a complaint here with the Commission.

1       **Q. Can you provide a brief history of the territorial agreement?**

2       A. The agreement was signed on August 22, 1997 after several months of  
3       negotiations between the cooperative and the City. I participated in those  
4       negotiations. The agreement was jointly submitted to the Public Service  
5       Commission and approved by an order issued on December 31, 1997. My  
6       understanding is our territorial agreement is somewhat different than the majority  
7       of territorial agreements previously approved by the Commission because it  
8       provides a method in advance for the City to purchase the facilities of the  
9       cooperative upon annexation in certain pre-designated areas around the city.

10      **Q. Can you briefly describe how the territorial agreement has functioned since**  
11      **its approval by the Commission?**

12      A. I think it has functioned very well. We have successfully transferred fifty-three  
13      (53) residential customers and nine (9) commercial customers from the cooperative  
14      to the City since the agreement took effect. Of the sixty-two (62) total transfers,  
15      sixty (60) of these transfers were accomplished before this current dispute and  
16      litigation took place and two (2) transfers have been accomplished since then. The  
17      City has paid Ozark Border \$771,438.14 for these sixty-two (62) customers that  
18      have been transferred to the Municipal Utilities system. As you can see from the  
19      above numbers, we have an average of \$12,442.55 per customer invested in these  
20      transfers ( $\$771,438.14 \div \text{by } 62 = \$12,442.55$ ).

21      **Q. What is your understanding of the cause of the current dispute between the**  
22      **City and Ozark Border?**

1       A. In a nutshell, it concerns whether the requirement in the territorial agreement for  
2       written notice to the cooperative within sixty (60) days after the effective date of an  
3       annexation is something that is vital or essential, or whether it is more of a guideline  
4       that can have some deviations. From November, 1997 to July, 2001, the City  
5       annexed forty (40) tracts of land containing electric customers of Ozark Border.  
6       These are located to the west side of the City. This occurred in forty (40) separate  
7       voluntary annexation transactions. There was some confusion on the City's part as  
8       to whether or not we had to provide specific written notification to Ozark Border on  
9       each one of those situations. For practicality and efficiency, the City intended to do  
10      a bulk transfer of all affected customers after all the voluntary annexations were  
11      completed rather than go through the steps with Ozark Border forty separate times.  
12      The City Attorney notified the manager of Ozark Border in a letter dated October  
13      12, 2001, of the City's intent to serve these 40 tracts of land under the territorial  
14      agreement because they "have recently been annexed into the City." Ozark Border  
15      subsequently objected to going through with those sales on the basis that it had not  
16      received the proper notice in the proper time. When negotiations to try to make the  
17      sales occur were not successful, the City filed a declaratory judgment action in the  
18      circuit court of Butler County on November 22, 2002. It was the City's belief that  
19      this was a matter for the courts to decide since it involved the application of the  
20      terms in a contract. Ozark Border argued that the matter should be presented to the  
21      Public Service Commission. The Public Service Commission intervened in the case  
22      and said that it should be heard here. Here we are.

1       **Q. You have indicated that there were 40 parcels of land. There was**  
2       **correspondence from the City to Ozark Border on October 12, 2001, that listed**  
3       **42 properties that had been annexed. Mr. Estes refers in his testimony to**  
4       **“approximately 41 customers.” Exactly how many customers or parcels are in**  
5       **dispute?**

6       A. For clarity, I have attached a copy of the City Attorney’s October 12, 2001, letter  
7       and the list and marked it as Schedule 1. As to the difference between 40 and 42, the  
8       Edmondson property was the last to annex and therefore it received proper notice  
9       according to the territorial agreement (within the 60-day period). It was the only one  
10      in the October 12, 2001, letter by the City Attorney that fell in this 60-day  
11      notification period. I have also attached as Schedule 2 a list that shows the  
12      effective date of the annexation for each of these properties. We also had one parcel  
13      that was being sold at the time it was annexed and we mistakenly included the buyer  
14      and seller as two separate property owners.

15      **Q. Did the City provide the written notice specified in the territorial agreement?**

16      A. In this instance involving the 40 parcels, it did not. The written notice given by the  
17      City to the cooperative is what you see in Schedule 1. In retrospect, to completely  
18      comply with the terms of the territorial agreement, the City should have provided  
19      written notice and published notice in a newspaper for each of the 40 parcels within  
20      sixty days of the effective date of each separate annexation. We agree with Mr.  
21      Estes that a mistake was made and that the City did not exactly comply with the  
22      notice provisions in the territorial agreement in these particular instances. The City

1 Attorney simply failed to provide this notice in the form required by the agreement  
2 for these customers.

3 **Q. Was there any public notice of these annexations?**

4 A. Yes. We provided notice in the local newspaper that these properties were being  
5 annexed and had a public hearing that also identified the properties that were being  
6 annexed. Once we had accomplished all the annexations, it is my understanding that  
7 the City Attorney contacted Ozark Border and asked that we start the procedure to  
8 transfer these customers pursuant to the territorial agreement.

9 **Q. What happened then?**

10 A. Stanley Estes, Manager of Ozark Border, notified me sometime later that one of his  
11 board members had asked if the City had given proper notification. Mr. Estes  
12 informed me that he wasn't aware we hadn't given proper notification until it was  
13 brought to his attention by a board member who felt the transfer would harm the  
14 territorial agreement since we had not abided by it. Wally Duncan, who is the City  
15 Attorney, Tracy Edington, a City Councilman, and I attended a board meeting of  
16 Ozark Border in order to explain the fact that we had simply overlooked the time  
17 requirement in the notification provision. Ozark Border's board indicated they  
18 would get back to us and let us know the outcome of their deliberation on this  
19 particular matter. They later indicated they felt the integrity of the territorial  
20 agreement would be irreparably damaged if they allowed us to transfer these  
21 customers without the cooperative having received proper notice under the  
22 agreement.



1       **Q. Mr. Estes has made some comments in his direct testimony about the intentions**  
2       **of the parties when the territorial agreement was being drafted. Do you have**  
3       **any recollections about intentions regarding the notice provision?**

4       A. It is my recollection that during the negotiations on the territorial agreement, the City  
5       Attorney consistently argued that the notification provisions that are in it aren't  
6       necessary since we were entering into a territorial agreement. It is also my  
7       understanding that his rationale, and mine, for that position was that we had already  
8       identified in the agreement specific areas where the cooperative would be  
9       exclusively serving and territories that were subject to the City serving if and when  
10      there was an annexation. That's why the territorial agreement refers to different  
11      "Zones." The whole point to the special design of our territorial agreement was to  
12      allow Ozark Border Electric Cooperative and Municipal Utilities to each plan more  
13      efficiently for future expansions of our respective systems. As a result of the use of  
14      the Zones, both of us knew in advance the particular areas where transfers could take  
15      place upon an annexation and where there would not be any transfers. It specifically  
16      says in the agreement (paragraph 4.D.) that if the City annexes a parcel within Zone  
17      1, Ozark Border agrees to sell its properties and facilities used in serving the  
18      annexed parcel to the City. Zone 1 was described by a metes and bounds description  
19      and a map attached to the territorial agreement. There was also a provision for the  
20      City to purchase the cooperative's facilities if there was an annexation in Zone 2.  
21      Zone 3 was reserved exclusively for Ozark Border in the agreement. Therefore,  
22      notification of our intent to serve in certain areas based on certain circumstances  
23      taking place was already in the agreement. Ozark Border's representatives argued

1 adamantly that the notification process in state law (section 386.800) when a  
2 municipality wants to force a transfer in the absence of a territorial agreement should  
3 be included. Since we already have a territorial agreement, the procedure in section  
4 386.800 would not apply, absent the provision being put specifically into the  
5 agreement. I don't recall their rationale as to why they thought it should be used but  
6 I do recall that they insisted those provisions be included in the territorial agreement.

7 **Q. Mr. Estes has said in his testimony (page 3) that Ozark Border wants the**  
8 **Commission to resolve this matter by an "informal opinion." In response to the**  
9 **City's discovery requests, he has said that the City insisted on an "informal**  
10 **opinion" provision being included in the territorial agreement. Is that your**  
11 **recollection of the negotiations?**

12 A. No. That is not something that the City wanted to include. Ozark Border wanted  
13 the "informal opinion" by the Public Service Commission language included. The  
14 City is not aware of anything called an "informal opinion" ever being issued by the  
15 Commission. The City has felt all along that the Public Service Commission  
16 handles the approval of territorial agreements. Because they are contracts, once they  
17 are in place, any disputes that arise out of those agreements should be handled in the  
18 courts because that is the proper place for contract disputes to be resolved. This  
19 was another provision -- like the 60 days notice -- that was included at Ozark  
20 Border's request. The City's lawsuit in November 2002 was for a declaratory  
21 judgment regarding the legal effect of the notice provisions. If the City had believed  
22 that the Public Service Commission had the power to issue a declaratory judgment  
23 on the legal effect of contract provisions, or resolve this dispute by issuing an

1 “informal opinion,” then the City would have filed its case at the Public Service  
2 Commission in the first place.

3 **Q. Mr. Estes claims in his direct testimony on page 5 that the 60 day notice is**  
4 **important because without it, it would unduly burden the cooperative’s long**  
5 **term planning. Do you agree with his statements?**

6 A. Not in this situation. The City has to do long term planning for its electric system  
7 just as the cooperative does. I have been personally involved in that process for  
8 several decades. We asked in a discovery request for the cooperative to explain to  
9 us just how the lack of 60 day notice in this instance would affect them. I have  
10 looked through the responses they gave us and I do not see anything that convinces  
11 me that the cooperative’s long term planning process will be materially affected in  
12 this instance. Yes, the City did not give the 60 day notice in this instance. The  
13 notice was late. Yes, it was a mistake on the part of the City and I will do everything  
14 I can to assure that the same mistake does not happen again. But Ozark Border has  
15 not identified any specific harm it will suffer if the transfer of these customers takes  
16 place after a notice of more than 60 days. There certainly is not enough of an  
17 electric load presented by these mostly residential customers to have any noticeable  
18 effect on a cooperative that is already serving 36,000 customers. Further, the  
19 territorial agreement provides for the cooperative to be generously compensated for  
20 its investment and related expenses for these customers.

21 **Q. Mr. Estes alleges in his prepared testimony on pages 3 and 4 that the City has**  
22 **made “commitments” to these customers, and those commitments are making**

1       **the City take a position that is inconsistent with the notice requirements. Do**  
2       **you have a response to that?**

3       A. Yes. The City did make a commitment to these customers when they sought  
4       voluntary annexation into the City. The City promised these customers who were  
5       annexed between November, 1997 and July, 2001, City services. This promise  
6       included all normal City services along with electric service. The City is trying to  
7       fulfill its promise to these new residents of the City who are not getting all of the  
8       services they thought they were going to get as a result of this position on the notice  
9       requirements being taken by Ozark Border. These customers are the ones who are  
10      not getting what they bargained for. The City feels a promise was made to these  
11      customers and their intent to annex was at least partially based on the City becoming  
12      their electric service provider. The City feels the territorial agreement is certainly a  
13      good tool for both parties; however, the City also feels strongly that State law will  
14      allow us to operate without the territorial agreement. We think its main benefit is  
15      both parties know what the other party is intending to do in certain specified areas  
16      over the next several years and it therefore allows both sides to plan more  
17      effectively. If we had been operating outside an existing territorial agreement there  
18      is no question in my mind that we would have made proper notification to Ozark  
19      Border Electric Cooperative under State law. The City Attorney simply failed to  
20      make that notification because he erroneously felt the territorial agreement did not  
21      include that same notification provision as State law. After all, we gave notification  
22      of the properties we expected to expand to at the time we negotiated the agreement.

1       **Q. Do you know the difference between the electric rates of the City and Ozark**  
2       **Border?**

3       A. At this time, it is my understanding that the electric rate for Municipal Utilities is  
4       22.9% less than Ozark Border for residential customers. It is also my understanding  
5       the commercial rate of Ozark Border Electric Cooperative is 4.1% higher than  
6       Municipal Utilities.

7       **Q. Mr. Estes in his prepared testimony on page 3 says that Ozark Border is asking**  
8       **the Commission to determine the meaning of paragraph 4B of the territorial**  
9       **agreement. Does the City have a position on that?**

10      A. You need to understand that I am not a lawyer and I am not trying to make legal  
11      opinions. I am, as the spokesman for the City in this instance, simply trying to state  
12      its position. It is the City's belief that the Public Service Commission does not have  
13      the power or authority or whatever you want to call it to determine the meaning of a  
14      contract. The basis for the City's belief is the understanding that the Commission  
15      has not been given that authority by state law. The City believes that circuit courts  
16      have the authority to determine the meaning of contracts. Therefore, the City  
17      believes that an order of the Commission that attempts to determine the meaning of  
18      paragraph 4B of the territorial agreement would be on an extremely shaky legal  
19      foundation no matter what the ruling.

20      **Q. What about Mr. Estes' testimony regarding the provision that the parties**  
21      **would seek an informal opinion of the Commission?**

22      A. I am afraid that the answer is the same. We are not aware of any provision in the  
23      law that gives the Commission the authority to issue informal opinions. We are not

1 aware of any “informal opinions” that the Commission has issued. As I explained,  
2 this was a provision that Ozark Border insisted be included in the territorial  
3 agreement over our objection. We reached a point in the negotiations where we  
4 decided it wasn’t worth arguing about that at the time, so we just agreed to let them  
5 include it.

6 **Q. Mr. Estes on page 6 of his prepared direct testimony states that Ozark Border**  
7 **is asking the Commission to find that the notice provision requires actual notice**  
8 **within 60 days of annexation. He says that, in the alternative, if the**  
9 **Commission finds that constructive notice is sufficient to trigger the sale of the**  
10 **facilities, then Ozark Border’s position is that the territorial agreement is no**  
11 **longer in the public interest and is void. Does the City have a response to that?**

12 A. Since Mr. Estes made those statements, I believe the Commission is entitled to hear  
13 the City’s position. I will try not to make it sound like a legal argument. The City’s  
14 position is that it wants the dispute to be resolved, but the Commission is not the  
15 proper place for us to be airing this dispute. Both Ozark Border and the City  
16 apparently want a third party to decide whether the 60 day notice provision is critical  
17 to a sale under the agreement. The question is: Who is the appropriate third party?  
18 The City asked the circuit court of Butler County to rule back in November of 2002.  
19 Ozark Border opposed that. Ozark Border has asked the Commission to rule on that  
20 question by filing this complaint. The City has stated in its answer the reasons why  
21 it thinks the Commission is not the appropriate place and why it believes that a  
22 complaint is not appropriate in this instance. The City believes that Ozark Border  
23 has not shown that grounds for a complaint exist. There certainly have been no

1 changed circumstances since the signing of the agreement that would justify the  
2 Commission deciding that the agreement is somehow "void." The parties are the  
3 same as they were when the agreement was signed and the nature of the area is the  
4 same. I can't think of a single thing of any importance that has changed. I, for one,  
5 also don't see how voiding the agreement could be justified since, as I have testified,  
6 the parties have gone through two sales under the agreement since this dispute arose.  
7 To me, that clearly demonstrates that the two parties can continue to operate under  
8 the existing agreement and therefore there is no factual basis for the Commission to  
9 declare that it is void.

10 **Q. What does the City want the Commission to do?**

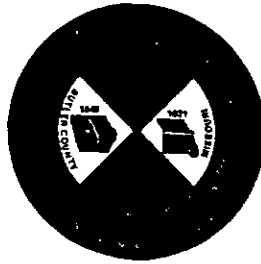
11 A. I will acknowledge that it is not going to "make or break" either Ozark Border or the  
12 City if these customers get sold to the City or not. The City acknowledges that it  
13 made a mistake in not giving the cooperative timely notice as required by the  
14 agreement. We will see that never happens again. Nevertheless, we have given  
15 notice to the cooperative, and it has not demonstrated that the delay is a material  
16 problem for which they will never be compensated. For example, if they have  
17 installed new facilities since the annexation, they will be compensated for that under  
18 the formula for the sales price contained in the agreement. We still have concerns  
19 about the authority of the Commission that I have previously discussed, but the  
20 result that would be in the best interest of the customers who are caught in the  
21 middle would be for the Commission to say something like this: Although the City  
22 did not give the notice required, that is not a reason to void the agreement and the  
23 cooperative should proceed with the sales. I could certainly understand if the

1 Commission would say instead that the sales shouldn't take place because the  
2 cooperative did not get the 60 days notice. But that would result in the customers,  
3 who thought they were going to get electric service from the city as a result of their  
4 voluntary annexation, not getting what they were promised.

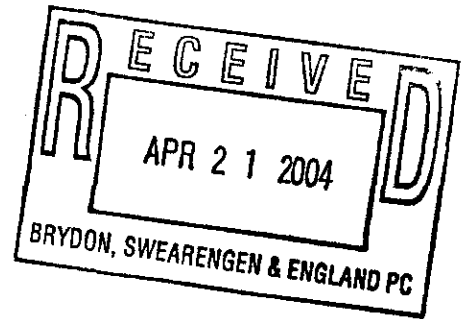
5 **Q. Does that conclude your rebuttal testimony?**

6 A. Yes, at this time.





CITY OF POPLAR BLUFF  
CITY HALL, 101 OAK STREET  
POPLAR BLUFF, MISSOURI 63901



October 12, 2001

Mr. Stan Estes  
Ozark Border Electric Cooperative  
Highway 67 South  
Poplar Bluff, Missouri 63901

Re: Annexed property-transfer of electric customers

Dear Stan:

Enclosed with this letter is a list of 42 properties that have recently been annexed into the City of Poplar Bluff. Pursuant to our territorial agreement, the City would like to start procedures for the transfer of these customers from Ozark Border Electric Cooperative to the City.

As with our last transaction, we would request a detailed list of the annual billing for these properties for the past 4 years in order to determine the gross annual revenues which we will be required to pay Ozark Border. We will also need any reintegration fees and depreciated replacement costs of any equipment that may be necessary for us to purchase.

We think there are approximately 9 of these properties in the list that are not being served by Ozark Border, but we have included them for verification.

As we have gone through this process once and hopefully worked out the bugs, I am hopeful that this second round of transfers can proceed more quickly. I would appreciate your help in facilitating this matter, and if I can be of any further assistance, please let me know.

Sincerely,

Wallace L. Duncan  
Attorney at Law

Enclosure

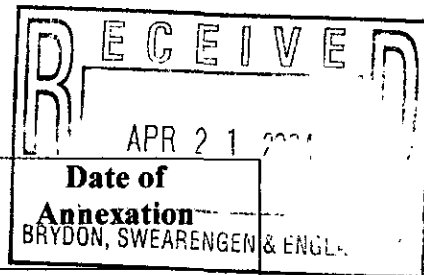
pc: Tom Lawson ✓  
Doug Bagby  
Mark Kennedy

**ANNEXED PROPERTIES NOT ON CITY ELECTRIC SERVICE**

	<b>NAME</b>	<b>ADDRESS</b>	<b>DATE LETTER SENT</b>
1.	Robert & Alice Eddleman	3019 North 14th	08/04/98
2.	Jan & Scott Hicks	No address	
3.	Joyce Kearbey	3550 Vandover Rd.	10/13/00
4.	Jones Auto Sales	3461 Kanell (Trailer Crt.)	10/13/00
5.	Thomas & Wanda VanCleve	1415 Iron Bridge Road	10/13/00
6.	John & Vicki VanCleve	1405 Iron Bridge Road	10/13/00
7.	Linda Greer	3515 Vandover Road	10/13/00
8.	Harold & Fern Russell	3415 Vandover Road	10/13/00
9.	Mark & Julie Russell	3425 Vandover Road	10/13/00
10.	Fred & June Taylor	3534 Vandover Road	10/13/00
11.	Billy & Ladonna Bennett	1402 Iron Bridge Road	10/13/00
12.	Kenneth & Wanda Kennedy	3380 Vandover Road	10/13/00
13.	Emalee Franklin	3311 & 3410 Vandover Road	10/13/00
14.	Ross & Reba Marion	3510 Vandover Road	10/13/00
15.	Dale & Patricia Sparks	1425 Iron Bridge Road	10/13/00
16.	Mark & Wilma Eason	No address (Vacant Lot)	
17.	Gary Sparkman	3480 Vandover Road	
18.	John Greer	3519 Vandover Road	
19.	Westwood Hills Healthcare	Highway 67 South	12/01/00
20.	Frank Anthony Jr.	No address (Vacant Lot)	
21.	Robert Anthony	1206 Mistletoe Lane	12/01/00

	NAME	ADDRESS	DATE LETTER SENT
22.	Jeffery Downing	1295 Mistletoe Lane	12/01/00
23.	Cynthia Sturgeon	No address (Vacant Lot)	
24.	Paul & Lydia Tucker	No address	12/01/00
25.	Phillip & Judy Weston	3311 Maple Hill Lane	12/01/00
26.	Vernon & Louis Dell	3322 Maple Hill Lane	12/01/00
27.	Jack & Linda Childress	3253 Vandover Road	12/01/00
28.	James & Debra Russell	3266 Vandover Road	12/01/00
29.	Carlos & Glenda Hicks	No address	12/01/00
30.	Lyndle Hicks	3237 Vandover Road	12/01/00
31.	Greg Donley	No address (Vacant Lot)	
32.	Joseph & Shirley Woodruff	3446 Vandover Road	12/01/00
33.	Larry & Judith Potter	2890 Kanell (This acct has been disconnected 02/12/01)	
34.	John Jones	1370 Iron Bridge Road	12/12/00
35.	William L. & Mary Walker	No address	12/12/00
36.	Mark Wallis	3340 Maple Hill Lane	
37.	William K. Jones	4431 Maple Hill Lane	
38.	James & Patsy Dorris	374 County Road 482	
39.	Tom & Kathy Brummit	North of Karmen Estates	
40.	Shawn & Dylan Berry	1452 Iron Bridge Road	07/23/01
41.	Matt Edmundson	2720 Crestwood	
42.	First Church of God	Highway 67 South	

SCHEDULE 2



	Owner's Name and Address	Date of Public Hearing	Ordinance No.	Date of Annexation BRYDON, SWEARENGEN & ENGL.
1	First Church of God Parsonage 3482 South Westwood	October 20, 1997	Ord. No. 6013	November 3, 1997
2	Robert and Alice Eddleman 3019 North 14 <sup>th</sup> Street	July 20, 1998	Ord. No. 6102	August 3, 1998
3	Jan & Scott Hicks Vacant Lot	September 19, 2000	Ord. No. 6313	October 4, 2000
4	Joyce Kearbey 3550 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
5	Jones Auto Sales 3461 Kanell Boulevard	September 19, 2000	Ord. No. 6313	October 4, 2000
6	Thomas & Wanda VanCleve 1415 Iron Bridge Road	September 19, 2000	Ord. No. 6313	October 4, 2000
7	John & Vicki VanCleve 1405 Iron Bridge Road	September 19, 2000	Ord. No. 6313	October 4, 2000
8	Linda Greer 3515 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
9	Harold & Fern Russell 3415 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
10	Mark & Julie Russell 3425 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
11	Fred & June Taylor 3545 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
12	Billy & LaDonna Bennett 1402 Iron Bridge Road	September 19, 2000	Ord. No. 6313	October 4, 2000
13	Kenneth & Wanda Kennedy 3380 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
14	Emalee Franklin Rhodes 3311 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
15	Emalee Franklin Rhodes 3410 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
16	Ross & Reba Marion 3510 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
17	Dale & Patricia Sparks 1425 Iron Bridge Road	September 19, 2000	Ord. No. 6313	October 4, 2000
18	Mark & Wilma Eason Vacant Lot	September 19, 2000	Ord. No. 6313	October 4, 2000
19	Gary Sparkman 3480 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
20	John Greer 3519 Vandover Road	September 19, 2000	Ord. No. 6313	October 4, 2000
21	Westwood Hills Healthcare 3100 Warrior Lane	October 30, 2000	Ord. No. 6331	November 20, 2000
22	Frank Anthony, Jr. Vacant Lot	October 30, 2000	Ord. No. 6331	November 20, 2000
23	Robert Anthony 1206 Mistletoe Lane	October 30, 2000	Ord. No. 6331	November 20, 2000
24	Jeffery Downing 1295 Mistletoe Lane	October 30, 2000	Ord. No. 6331	November 20, 2000
25	Cynthia Sturgeon Vacant Lot	October 30, 2000	Ord. No. 6331	November 20, 2000
26	Paul & Lydia Tucker 2051 Iron Bridge Road	October 30, 2000	Ord. No. 6331	November 20, 2000

	<b>Owner's Name and Address</b>	<b>Date of Public Hearing</b>	<b>Ordinance No.</b>	<b>Date of Annexation</b>
27	Jeremy Booker 3311 Maple Hill Lane	October 30, 2000	Ord. No. 6331	November 20, 2000
28	Vernon & Louise Dell 3322 Maple Hill Lane	October 30, 2000	Ord. No. 6331	November 20, 2000
29	Jack & Linda Childress 3253 Vandover Road	October 30, 2000	Ord. No. 6331	November 20, 2000
30	James & Debra Russell 3266 Vandover Road	October 30, 2000	Ord. No. 6331	November 20, 2000
31	Carlos & Glenda Hicks 2036 & 2038 Vandover Rd	October 30, 2000	Ord. No. 6331	November 20, 2000
32	Lyndle Hicks 3237 Vandover Road	October 30, 2000	Ord. No. 6331	November 20, 2000
33	Greg Donley Vacant Lot	October 30, 2000	Ord. No. 6331	November 20, 2000
34	Joseph & Shirley Woodruff 3446 Vandover Road	October 30, 2000	Ord. No. 6331	November 20, 2000
35	John Jones 1370 Iron Bridge Road	November 20, 2000	Ord. No. 6337	December 4, 2000
36	Victor Wallace 3311 Maple Hill Lane	November 20, 2000	Ord. No. 6337	December 4, 2000
37	William K. Jones 4431 Maple Hill Lane	February 20, 2001	Ord. No. 6370	March 19, 2001
38	James & Patsy Dorris 374 County Road 482	March 19, 2001	Ord. No. 6377	April 2, 2001
39	Tom & Kathy Brummitt North of Karmen Estates	March 19, 2001	Ord. No. 6377	April 2, 2001
40	Shawn Dylan Berry 1452 Iron Bridge Road	July 2, 2001	Ord. No. 6412	July 16, 2001