

AGENDA
BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING
TUESDAY, MARCH 8, 2016, 6:30 P.M.
Room 430, Blount County Courthouse

- A. ROLL CALL.**
- B. SETTING OF AGENDA.**
- C. PUBLIC INPUT ON ITEMS ON THE AGENDA.**
- D. APPROVAL OF AGENDA COMMITTEE MINUTES:**
 - 1. February 9, 2016 meeting.
- E. ITEMS FOR CONSENT CALENDAR:**
 - 1. Minutes:
 - a. February 18, 2016 called meeting
 - b. February 18, 2016 regular meeting.
 - c. March 8, 2016 called meeting.
 - 2. Approval of Deputy Sheriff and Notary Public bonds and oaths.
 - 3. Election of Notaries.
 - 4. Resolution recognizing Laura Hutchens for her outstanding contributions to Blount County. (*Resolution No. 16-03-002*) (Jerome Moon)
- F. UNFINISHED BUSINESS:**
- G. NEW BUSINESS:**
 - 1. Budget Transfers.
 - 2. Budget Increases.
 - 3. Other Budget Items.
 - 4. Resolution authorizing an extension of lease agreement between Blount County, Tennessee, and Rocky Branch Community Club, Inc. (*Resolution No. 16-03-003*) (Grady Caskey)
 - 5. Appointment to Budget Committee – Mike Caylor. (County Mayor)
- H. ANNOUNCEMENTS AND STATEMENTS.**
- I. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA.**
- J. ADJOURNMENT.**



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a meeting of the Agenda Committee of the Blount County Board of Commissioners was held on Tuesday, February 9, 2016 at 6:30 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Rhonda Pitts, Deputy County Clerk:

Mike Akard - absent	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - present	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - absent	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 19 present and 2 absent. Chairman Samples declared a quorum to exist. The following proceedings were held to-wit:

IN RE: SETTING OF AGENDA.

Commissioner Lewis made a motion to set the agenda. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: MINUTES OF JANUARY 12, 2016 MEETING.

Commissioner Lewis made a motion to approve the minutes. Commissioner Carter seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: CONSENT CALENDAR:

**MINUTES OF JANUARY 21, 2016 REGULAR MEETING, and
MINUTES OF FEBRUARY 9, 2016 ZONING PUBLIC HEARING and
MINUTES OF FEBRUARY 9, 2016 CALLED MEETING and
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS and
ELECTION OF NOTARIES.**

Chairman Samples asked for unanimous consent to include the minutes of February 9, 2016 called meeting in the items for the consent calendar for the February 18, 2016 Commission meeting. Chairman Samples stated with no objections the minutes of February 9, 2016 called meeting would be added to the consent calendar. There were no objections. Commissioner Melton made a motion to send the items to the consent calendar of the February Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$1,300.00.

Commissioner Lewis made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Carver - yes	Daly - absent	Melton - yes
Allen - yes	Caskey - yes	Farmer - yes	Miller - yes
Archer - yes	Caylor - yes	French - yes	Monroe - yes
Bowers - yes	Cole - yes	Headrick - yes	Moon - yes
Carter - yes	Crowe - yes	Lewis - yes	Samples - yes

Stinnett - yes

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$20,643.00 and
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$ 3,000.00.**

Commissioner Moon made a motion to send the items to the agenda of the February County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$250,000.00 and
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$171,451.56 and
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$ 19,712.00 and**

Commissioner Caskey made a motion to send the items to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - no	

There were 18 voting yes, 1 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$17,476.00.

Commissioner Lewis made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$7,000.00 and
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$1,900.00.**

Commissioner French made a motion to send the items to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: RESOLUTION TO AMEND HIGHWAY FUND BUDGET - \$126,398.38.

Commissioner Moon made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: BUDGET AMENDMENT FORM – UPDATING CATEGORIES.

Commissioner Carver made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Moon seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-2 (RURAL DISTRICT 2) TO R-1 (RURAL DISTRICT 1) FOR PROPERTY LOCATED AT 830 LEQUIRE ROAD, THE PROPERTY IS IDENTIFIED ON TAX MAP 106, PART OF PARCEL 003.00, SPECIFICALLY THE PART OF THE PROPERTY ON THE SOUTH SIDE OF LEQUIRE ROAD.

Commissioner French made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Bowers seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - no
Archer - no	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - no	
Carver - yes	Farmer - no	Monroe - yes	

There were 15 voting yes, 4 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: A RESOLUTION CLASSIFYING THE ROADS OF BLOUNT COUNTY, TENNESSEE, ACCORDING TO TENNESSEE CODE ANNOTATED § 54-10-103 ET SEQ.

Commissioner Crowe made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Bowers seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: ANNUAL ADJUSTMENTS FINANCIAL ASSURANCE AGREEMENTS FOR THE ALCOA/MARYVILLE/BLOUNT COUNTY LANDFILL.

Commissioner Melton made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Allen seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN BLOUNT COUNTY, TENNESSEE, AND ATMOS ENERGY CORPORATION FOR THE PURPOSE OF GRANTING EASEMENTS FOR TWO (2) PARCELS OF LAND LYING OFF OF MCCAMMON AVENUE, MARYVILLE, TENNESSEE PURSUANT TO TENNESSEE CODE ANNOTATED § 5-7-101 AND § 65-26-101 ET SEQ.

Commissioner Farmer made a motion to send the item to the agenda of the February County Commission meeting. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

**IN RE: APPOINTMENT TO SHERIFF'S MERIT BOARD – DANNY GALYON and
APPOINTMENT TO BOARD OF ZONING APPEALS – JOE EVERETT.**

Commissioner Moon made a motion to send the appointments to the Elections and Appointments on the agenda of the February County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - absent	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Samples declared the motion to have passed.

IN RE: ADJOURNMENT.

Chairman Samples declared the meeting to be adjourned.



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a called meeting of the Blount County Board of Commissioners was held on Thursday, February 18, 2016 at 6:00 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Rhonda Pitts, Deputy County Clerk:

Mike Akard - absent	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - present	Kenneth Melton - present
Archie Archer - absent	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - present
Shawn Carter – present	Gary Farmer - absent	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 18 present and 3 absent. Commissioner Akard arrived after the roll was taken. Chairman Moon declared a quorum to exist.

IN RE: A RESOLUTION TO AWARD AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR IT PROJECT SERVICES.

Commissioner Samples made a motion to adopt the resolution (*Resolution 16-02-016 – Resolution of the Blount County Legislative Body Establishing an Agreement That Extends Beyond the End of the Current Fiscal Year for Information Technology Services for Blount County, TN*). Commissioner Carter seconded the motion.

Commissioner Miller made a motion to amend the resolution in the 6th Whereas clause by striking the word “County” before the word “Attorney” and inserting the word “Mayor’s” before the word “Attorney”. Commissioner Monroe seconded the motion to amend.

A vote was taken on the motion to amend:

Akard - no	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - absent	Cole - no	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - absent	Monroe - yes	

There were 3 voting yes, 16 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to amend to have failed.

Commissioner Akard made a motion to refer the resolution to the Information Technology Committee. Commissioner Monroe seconded the motion.

A vote was taken on the motion to refer:

Akard - yes	Caskey - no	French - yes	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - absent	Cole - no	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - no	Monroe - yes	

There were 5 voting yes, 14 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to refer to have failed.

Commissioner Samples made a motion to call for the previous question. Commissioner Allen seconded the motion.

Commissioner Monroe raised a point of order. Chairman Moon ruled against the point of order.

Commissioner Akard raised a point of order. Chairman Moon ruled against the point of order.

Commissioner Akard appealed the ruling of the Chairman. A vote was taken on the appeal regarding the Chairman’s ruling of the point order.

A vote was taken on the upholding of the ruling of the Chairman:

Akard - no	Caskey - yes	French - no	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 13 voting yes, 6 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the Chairman’s ruling to be upheld.

A vote was taken on the motion to call for previous question:

Akard - no	Caskey - yes	French - no	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - no	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 12 voting yes, 7 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to have failed.

IN RE: RECESS OF MEETING.

Commissioner Carver made a motion to recess the special called meeting. Commissioner Carter seconded the motion.

A vote was taken on the motion to recess:

Akard - yes	Caskey - yes	French - no	Moon - yes
Allen - no	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - no
Bowers - no	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - absent	Monroe - yes	

There were 13 voting yes, 6 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the special called meeting to be recessed until the adjournment of the regular meeting.

IN RE: RECONVENING OF MEETING.

The special called meeting of the Blount County Board of Commissioners reconvened at 7:51 p.m. on February 18, 2016, at the Blount County Courthouse.

Commissioner Melton made a motion to call for the previous question. Commissioner Allen seconded the motion.

A vote was taken on the motion to call for previous question:

Akard - no	Caskey - yes	French - no	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 13 voting yes, 6 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to have failed.

A vote was taken on the original motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 15 voting yes, 4 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the resolution to be adopted.

IN RE: ADJOURNMENT.

Chairman Moon declared the meeting to be adjourned.



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a meeting of the Blount County Board of Commissioners was held on Thursday, February 18, 2016 at 7:00 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Rhonda Pitts, Deputy County Clerk:

Mike Akard - present	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - present	Kenneth Melton - present
Archie Archer - absent	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - absent	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 19 present and 2 absent. Chairman Moon declared a quorum to exist. The following proceedings were held to-wit:

IN RE: SETTING OF AGENDA.

Commissioner Bowers made a motion to set the agenda as published. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to have passed and the agenda set.

IN RE: CONSENT CALENDAR:

**MINUTES OF JANUARY 21, 2016 REGULAR MEETING
MINUTES OF FEBRUARY 9, 2016 CALLED MEETING
MINUTES OF FEBRUARY 9, 2016 ZONING PUBLIC HEARING
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS
ELECTION OF NOTARIES.**

Commissioner Caskey made a motion to approve the consent calendar. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the consent calendar to be approved.

IN RE: APPOINTMENT OF JOE EVERETT TO BOARD OF ZONING APPEALS.

Commissioner Bowers made a motion to approve the appointment to the Board of Zoning Appeals. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - yes	Carter - yes	Cole - yes	French - yes
Allen - yes	Carver - yes	Crowe - yes	Headrick - yes
Archer - absent	Caskey - yes	Daly - yes	Lewis - yes
Bowers - yes	Caylor - yes	Farmer - absent	Melton - yes

Miller - yes Moon - yes Stinnett - yes
 Monroe - no Samples - yes

There were 18 voting yes, 1 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the appointment to be approved.

IN RE: APPOINTMENT OF DANNY GALYON TO SHERIFF'S MERIT BOARD.

Commissioner French made a motion to approve the appointment to the Sheriff's Merit Board. Commissioner Samples seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - abstain	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - abstain	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - no	

There were 16 voting yes, 1 voting no, 2 abstaining, and 2 absent. Chairman Moon declared the appointment to be approved.

**IN RE: RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$1,300.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$20,643.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$3,000.00.**

Commissioner Samples made a motion to adopt the resolutions (Resolution Numbers: 16-02-006, 16-02-007, and 16-02-008.) Commissioner Caylor seconded the motion.

Commissioner Monroe made motion to divide the question. Commissioner Miller seconded the motion.

A vote was taken on the motion to divide the question:

Akard - yes	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - absent	Cole - yes	Lewis - no	Stinnett - no
Bowers - no	Crowe - yes	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - absent	Monroe - yes	

There were 6 voting yes, 13 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to have failed.

A vote was taken on the original motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - no	

There were 17 voting yes, 2 voting no, 0 abstaining, and 1 absent. Chairman Moon declared the resolutions to be adopted.

IN RE: RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$250,000.00.

Commissioner Carver made a motion to adopt the resolution (*Resolution No. 16-02-009*). Commissioner Caskey seconded the motion.

Commissioner Monroe made motion to amend the resolution by striking "\$250,000.00" and inserting "\$119,000.00". Commissioner Miller seconded the motion.

A vote was taken on the motion to amend:

Akard - yes	Carter - no	Cole - no	French - no
Allen - no	Carver - no	Crowe - no	Headrick - no
Archer - absent	Caskey - no	Daly - yes	Lewis - no
Bowers - no	Caylor - no	Farmer - absent	Melton - no

Miller - yes Moon - no Stinnett - no
 Monroe - yes Samples - no

There were 4 voting yes, 15 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to have failed.

A vote was taken on the original motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 16 voting yes, 3 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$171,451.56 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$19,712.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$17,476.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$7,000.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$1,900.00 and
 RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$126,398.38.**

Commissioner Stinnett made a motion to adopt the resolutions (Resolution Numbers: 16-02-010, 16-02-012, 16-02-011, 16-02-013, 16-02-014, and 16-02-015.) Commissioner Melton seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 17 voting yes, 2 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the resolutions to be adopted.

IN RE: REQUEST TO APPROVE BUDGET AMENDMENT FORM – UPDATING CATEGORIES.

Commissioner Samples made a motion to approve the Budget Amendment Form. Commissioner Lewis seconded the motion.

Commissioner Monroe made a motion to amend the form by striking “Budgetary Adjustment ” and inserting “Reimbursement”. Commissioner Miller seconded the motion.

A vote was taken on the motion to amend:

Akard - yes	Caskey - no	French - abstain	Moon - no
Allen - no	Caylor - no	Headrick - yes	Samples - no
Archer - absent	Cole - no	Lewis - no	Stinnett - no
Bowers - no	Crowe - yes	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - absent	Monroe - yes	

There were 6 voting yes, 12 voting no, 1 abstaining, and 2 absent. Chairman Moon declared the motion to amend to have failed.

A vote was taken on the original motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - no	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - absent	Monroe - no	

There were 15 voting yes, 4 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the Budget Amendment Form to be approved.

IN RE: A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-2 (RURAL DISTRICT 2) TO R-1 (RURAL DISTRICT 1) FOR PROPERTY LOCATED AT 830 LEQUIRE ROAD, THE PROPERTY IS IDENTIFIED ON TAX MAP 106, PART OF PARCEL 003.00, SPECIFICALLY THE PART OF THE PROPERTY ON THE SOUTH SIDE OF LEQUIRE ROAD.

Commissioner French made a motion to adopt the resolution. Commissioner Allen seconded the motion.

A vote was taken on the motion:

Akard - no	Caskey - yes	French - yes	Moon - no
Allen - yes	Caylor - no	Headrick - yes	Samples - no
Archer - absent	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - abstain	Miller - no	
Carver - yes	Farmer - absent	Monroe - yes	

There were 12 voting yes, 6 voting no, 1 abstaining, and 2 absent. Chairman Moon declared the resolution to be adopted.

IN RE: A RESOLUTION CLASSIFYING THE ROADS OF BLOUNT COUNTY, TENNESSEE, ACCORDING TO TENNESSEE CODE ANNOTATED § 54-10-103 ET SEQ.

Commissioner Carver made a motion to adopt the resolution. Commissioner Carter seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the resolution to be adopted.

IN RE: ANNUAL ADJUSTMENTS FINANCIAL ASSURANCE AGREEMENTS FOR THE ALCOA/ MARYVILLE/BLOUNT COUNTY LANDFILL.

Commissioner Samples made a motion to approve the annual adjustments for the Financial Assurance Agreements for the Alcoa/Maryville/Blount County Landfill. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the adjustments approved.

IN RE: A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN BLOUNT COUNTY, TENNESSEE, AND ATMOS ENERGY CORPORATION FOR THE PURPOSE OF GRANTING EASEMENTS FOR TWO (2) PARCELS OF LAND LYING OFF OF MCCAMMON AVENUE, MARYVILLE, TENNESSEE, PURSUANT TO TENNESSEE CODE ANNOTATED § 5-7-101 AND § 65-26-101 ET SEQ.

Commissioner Carver made a motion to adopt the resolution. Commissioner Headrick seconded the motion.

Commissioner Monroe made a motion to postpone the item until the next Commission meeting. Commissioner Miller seconded the motion.

A vote was taken on the motion to postpone:

Akard - yes	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - absent	Cole - yes	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - absent	Monroe - yes	

There were 5 voting yes, 14 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the motion to postpone to have failed.

A vote was taken on the original motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - absent	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the resolution to be adopted.

IN RE: ADJOURNMENT.

Chairman Moon declared the meeting to be adjourned.

RESOLUTION NO. 16-03-002

Sponsored by Commissioners Jerome Moon and Steve Samples

A RESOLUTION RECOGNIZING LAURA HUTCHENS FOR HER OUTSTANDING CONTRIBUTIONS TO BLOUNT COUNTY.

WHEREAS, Laura Hutchens is a lifelong resident of Blount County, Tennessee, and is the daughter of the late Oary and Nellie Fife Hutchens; and

WHEREAS, Laura, is a 1972 graduate of Maryville High School, where she was a Library Assistant, a member of the National Honor Society, Choir, and Honors Chorus, and participated in numerous other school activities, and in 1976 graduated with a Bachelor of Arts Degree from Maryville College, and on March 16, 1984 received a Master of Science in Library Science from the University of Tennessee; and

WHEREAS, Laura Hutchens, Collection Manager at the Blount County Public Library, and a Library employee for 35 years, has single handedly developed one of the best library collections in a Tennessee Public Library, and is the only current library employee who has worked at all three Blount County Public Library locations: 300 East Church Avenue, 301 McGhee Street and 508 North Cusick Street, and since first becoming an employee of the Blount County Public Library, has helped plan and implement the automations of the library, the change from the manual card catalog system to electronic cataloguing, and has developed and expanded collections in new and changing formats such as VHS, DVD's, CD's, Large Print, and eBooks; and

WHEREAS, throughout her career, Laura Hutchens has enriched the lives of the citizens of Blount County by providing them with resources for education, entertainment, and personal development reflecting a wide variety of viewpoints, and in so doing, she has faithfully and steadfastly defended our right to freedom of information, an essential value of a democratic society; and

WHEREAS, while working as a full time employee for Blount County, Laura has given of her musical talents blessing many, singing soprano for several years at her church and in the Hometown Christmas Choir performing at Hometown Christmas at the Courthouse, where she volunteered her time as a featured soloist for the Hometown Christmas Choir CD, which was donated in support of the Senior Citizens Home Assistance Service; and

WHEREAS, on April 21, 2016, Laura Hutchens, a great asset of the Blount County Public Library and an outstanding Blount County Employee, will retire after 35 years of service to Blount County Government.

NOW, THEREFORE, We, Ed Mitchell, Mayor of Blount County, and the Board of Commissioners of Blount County, Tennessee, assembled in session this 17th day of March, 2016, do hereby recognize and honor Laura Hutchens for her outstanding contributions to the people of Blount County and ask all citizens to join us in wishing her a happy and blessed retirement.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

RESOLUTION NO. 16-03-004

Sponsored by: Commissioners Mike Lewis/Jerome Moon

A RESOLUTION TO AMEND GENERAL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Fund Budget to appropriate funds to the Blount County Sheriff’s Office Jail Department to pay consultant for renegotiating federal prisoner reimbursement contract.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the General Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the General Fund Budget shall be amended as follows:

Estimated Revenue:

101-0-479900-0 Other Direct Federal Revenue\$65,000.00

Appropriation:

101-054210-500164 Attendants\$65,000.00

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

**Blount County Government
Budget Amendment Request
FY 15-16**

Type of Amendment:

~~Transfer (approp to approp or rev to rev)~~

Increase/Decrease (rev to approp/approp to rev)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Department: JAIL

Account: 101-054210

	Account Number	Description	Amount
TO			
Used with transfers			
(or)			
APPROPRIATION	500164	ATTENDANTS	65,000.00
Used with inc/dec			
Total			65,000.00

	Account Number	Description	Amount
FROM			
Used with transfers			
(or)			
EST REVENUE	479900	Other Direct Federal Revenue	65,000.00
Used with inc/dec			
Total			65,000.00

Explanation:

TO PLACE MONIES BACK IN SALARY LINE ITEM - transferred

money from attendant line to pay consultant conducting
study

James I. Berry
Signature of Official/Department Head/Date

Signature of County Mayor/Date

*All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**Blount County Government
Budget Amendment Request
FY 15-16**

Type of Amendment:

Transfer (approp to approp or rev to rev)

Increase/Decrease (rev to approp/approp to rev)

Department: Jail
Account: 101-054210

	Account Number	Description	Amount
TO	500399	Other Contracted Services	65,000.00
<small>Used with transfers</small>			
(or)			
APPROPRIATION			
<small>Used with Inc/dec</small>			
Total			65,000.00

	Account Number	Description	Amount
FROM	500164	Attendants	65,000.00
<small>Used with transfers</small>			
(or)			
EST REVENUE			
<small>Used with Inc/dec</small>			
Total			65,000.00

Explanation: to put monies in needed account


Signature of Official/Department Head/Date

Signature of County Mayor/Date

*All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 74-99-0226	2. Effective Date January 1, 2015	3. Facility Code(s) 2DM	4. PREA-ACA Modification	5. DUNS No. N/A
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CS-3, 5 th Floor Washington, DC 20530-1000		7. Local Government Blount County Justice Center 940 Lamar Alexander Parkway Maryville, TN 37804		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$58.50	10. Guard/Transportation Hourly Rate \$14.00		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD THE PRISON RAPE ELIMINATION ACT (PREA) AND THE AFFORDABLE CARE ACT TO THE CURRENT IGA (SEE PAGE 2-4).</p> <p>The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. (See Attachment) The Facility must abide by all relevant PREA regulations.</p> <p style="text-align: center;">NO OTHER TERMS OR CONDITIONS OF THIS AGREEMENT ARE AFFECTED.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT		
_____ Signature		_____ Signature		
_____ TITLE		_____ TITLE		
_____ DATE		_____ DATE		
		Grants Specialist Feb 10, 2015		

RESOLUTION NO. 16-03-005

Sponsored by: Commissioners Jerome Moon/Mike Lewis

A RESOLUTION TO AMEND GENERAL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Fund Budget to appropriate funds from the Government Archives Grant award to the Register of Deeds to purchase a dehumidifier.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the General Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the General Fund Budget shall be amended as follows:

Estimated Revenue:

101-0-469800-51910 Other State Grants.....\$1,550.00

Appropriation:

101-51600-500435 Office Supplies.....\$1,550.00

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

State of Tennessee



The Secretary of State
State Capitol
Nashville, Tennessee 37243-0305

Tre Hargett
Secretary of State

615-741-2819
Tre.Hargett@tn.gov

December 29, 2015

The Honorable Ed Mitchell
Blount County Mayor
341 Court Street
Maryville, TN 37804

Dear Mayor Mitchell,

I am pleased to announce the award of a local archives development grant in the amount of \$1,550 to the Blount County Register of Deeds and \$7,000 to the Blount County Archives for archival supplies and storage materials to assist in the preservation, arrangement, and description of your county records.

Local archives are important to every community in Tennessee and to the strength of our heritage and historical identity. Your work is essential so that these records may be available for public examination as required by state law in T.C.A. §10-7-503(a).

With your help and good work, I look forward to the increasing development and role of local archives in the lives of the citizens of Tennessee. Please keep us updated on your continued progress.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

cc: The Honorable Doug Overbey, State Senator
The Honorable Art Swann, State Representative
Ms. Phyllis Crisp, Blount County Register of Deeds
Ms. Jackie Glenn, Blount County Archivist

**Blount County Government
Budget Amendment Request
FY 15-16**

Department: Register of Deeds
Account: 101-51600

Type of Amendment: (check one)

- Transfer** (no overall change to adopted budget)
- Decrease** (reducing adopted budget due to unforeseen effect on "revenue" or "expense")
- Increase** (raising adopted budget due to unforeseen effect on "revenue" or "expense")
- Adjustment** (correction to adopted budget due to "grant award" or "budgetary adjustment")

*****IF an Increase or Decrease, a memo explaining the need or purpose MUST accompany amendment form*****

	Account Number	Description	Amount
TO	101-51600-500435-0	Office Supplies	1,550.00
TOTAL			1,550.00

	Account Number	Description	Amount
FROM	101-0-469800-51910	Other State Grants	1,550.00
TOTAL			1,550.00

Explanation: Local Archives Development Grant - for dehumidifier in records room

Phyllis Lee Crisp 2-29-16
Signature of Official/Department Head/Date

Signature of County Mayor/Date

***All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.**



interlinksupply™

INTERLINK OF NASHVILLE
910 FIBER GLASS RD
615-742-7290 or 800-715-2295
NASHVILLE TN 37210-4633

interlinkorders@interlinksupply.com
www.interlinksupply.com

Fax Order Hotline: 801-207-1313 Natl Customer Service: 800-660-5803

QUOTE
REPRINT

Number	142778
Date	08/21/2015
Page	1

Ship To: TEMP BLOUNT COUNTY REGISTER OF DEED 385 COURT ST MARYVILLE TN 37804-5906	Bill To: 174CAS999 CASH CUSTOMER- NASHVILLE 910 FIBER GLASS RD NASHVILLE TN 37210-4633
---	--

Reference #	Expires	Ship	Terms	Wh	Freight	Ship Via
	08/19/15 12-31-15	HOU EL	CASH	74	BILLED	TRUCK

Quoted By: EL	Quoted To: LAURI BELL
---------------	-----------------------

Item	Description	VOLUME SAVINGS	Ordered	UM	Price	UM	Extension
AC34	DEHUMIDIFIER DRIZAIR 1200 SERIAL #: FREIGHT TO BE CALCULATED AT THE TIME OF SHIPMENT		1	EA	1485.00	EA	1485.00

Merchandise	Discount	Misc	Tax	Freight	(USD) Total
1485.00	.00	.00	.00	60.00	1545.00

RESOLUTION NO. 16-03-006

Sponsored by: Commissioners Mike Lewis/Jerome Moon

A RESOLUTION TO AMEND GENERAL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Fund Budget to appropriate funds from the TDEC grant for new windows and HVAC systems to County Buildings.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the General Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the General Fund Budget shall be amended as follows:

Estimated Revenue:

101-0-469800-51910 Other State Grants\$149,863.00

Appropriation:

101-51800-500707 Building Improvements\$149,863.00

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2015	End Date June 30, 2017	Agency Tracking # 32701-02393	Edison ID PO _____
-----------------------------------	----------------------------------	---	------------------------------

Grantee Legal Entity Name Blount County Government	Edison Vendor ID 0000000015
--	---------------------------------------

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # Grantee's fiscal year end June 30th
--	---

Service Caption (one line only)
Clean Tennessee Energy Grant Program

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016			\$149,863.00		\$149,863.00
TOTAL:			\$149,863.00		\$149,863.00

Grantee Selection Process Summary

Competitive Selection

Non-competitive Selection

Applicants eligible to apply for funding from the Clean Tennessee Energy Grant Program included municipal governments, county governments, utility districts, and other entities created by statute (e.g., airport authority) in Tennessee. Applications were evaluated and grant amounts determined according to the following criteria: energy efficiency, air quality improvements, general public benefit, protection of environmental resources, and creativity/new technology.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Thomas W. Edv

CPO USE - GG

EDISON ID
44177

Speed Chart (optional) EN00017611	Account Code (optional) 71301000
---	--



327.31 TVA Clean Energy Grant

**Blount County Government
Budget Amendment Request
FY 15-16**

Department: County Bldgs.
Account: 101-51800

Type of Amendment: (check one)

- Transfer** (no overall change to adopted budget)
- Decrease** (reducing adopted budget due to unforeseen effect on "revenue" or "expense")
- Increase** (raising adopted budget due to unforeseen effect on "revenue" or "expense")
- Adjustment** (correction to adopted budget due to "grant award" or "budgetary adjustment")

*****IF an Increase or Decrease, a memo explaining the need or purpose MUST accompany amendment form*****

	Account Number	Description	Amount
TO	101-51800-500707-0	Building Improvements	149,863.00
TOTAL			149,863.00

	Account Number	Description	Amount
FROM	101-0-469800-51910	Other State Grants	149,863.00
TOTAL			149,863.00

Explanation: TDEC Energy Efficiency Grant award amount

 _____
 Signature of Official/Department Head/Date

_____ Signature of County Mayor/Date

*All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

RESOLUTION NO. 16-03-007

Sponsored by: Commissioners Jerome Moon/Mike Lewis

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds to use for the purpose of extensive HVAC replacements.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the General Purpose School Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the General Purpose School Fund Budget shall be amended as follows:

Estimated Revenue:

141-0-489900 Other/Use of Fund Balance.....\$50,000.00

Appropriation:

141-76100-500712 Heating & Air Conditioning Equipment.....\$50,000.00

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

**Blount County Government
Budget Amendment Request
FY 15-16**

Type of Amendment:

Transfer (approp to approp or rev to rev)

Increase/Decrease (rev to approp/approp to rev)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Department: GPSF

Account: 141-76100

	Account Number	Description	Amount
TO			
Used with transfers			
(or)			
APPROPRIATION	141-76100-712	Heating & Air Condition	50,000.00
Used with Inc/dec			
Total			50,000.00

	Account Number	Description	Amount
FROM			
Used with transfers			
(or)			
EST REVENUE	141-000000-489900	Use of Fund Balance	50,000.00
Used with Inc/dec			
Total			50,000.00

Explanation: Use of fund balance for major HVAC replacements in classrooms; original budget was \$475,000, however, the bid price came in at \$50,000 higher.

Tracy Beaman 3-1-16
Signature of Official/Department Head/Date

Signature of County Mayor/Date

Approved By The Board of Education *3-3-16*

All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.



michael brady inc.
architecture engineering interiors

Project Name:

HVAC Renovations @ Heritage High School

Blount County, TN Bid No. 2015-2379

MBI Comm. No. 150645

Date: 2/29/16

Contractor	Addendum			Base Bid	Bid Bond	Unit Prices - Copper Piping	Unit Prices - Removal & Disposal of Existing Unit & Providing a New Unit	Drug-Free Workplace Affidavit	Electrical	Plumbing	HVAC	Masonry	Roofing
	Received												
Cherokee Millwright	Y	Y	Y	\$499,508.00	Y	\$6.60/LF	\$7,016.00	Y	N/A	N/A	N/A	N/A	N/A
Four Seasons Inc.	Y	Y	Y	\$612,000.00	Y	\$32.00/LF	\$8,770.00	Y	N/A	N/A	N/A	N/A	N/A
Interstate Mechanical	Y	Y	Y	\$547,350.00	Y	\$62.18/LF	\$6,903.00	Y	FUNDBERBURK	N/A	N/A	N/A	N/A

I certify that the above tabulation is a true and accurate representation of prices listed on bid forms opened at Blount County Purchasing.

Signature

Witness:

499,508
 + 25,000 ARCH. FEE

 524,508
 475,000 ORIGINAL BUDGET

 49,508
 ≈ 50,000

RESOLUTION NO. 16-03-008

Sponsored by: Commissioners Jerome Moon/Mike Lewis

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds from the State of TN for the implementation of the Adult Education Critical Needs Grant.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the General Purpose School Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the General Purpose School Fund Budget shall be amended as follows:

Estimated Revenue:

141-0-465900	Other State Funds.....	\$1,774.00
141-0-471200	Adult Basic Education Federal	\$8,866.00
TOTAL	\$10,640.00

Appropriation:

141-71600-500116	Teachers	\$6,622.00
141-71600-500201	Social Security	\$300.00
141-71600-500212	FICA Medicare	\$78.00
141-71600-500429	Instructional Supplies.....	\$2,864.00
141-71600-500709	<u>Data Processing Equipment</u>	<u>\$776.00</u>
TOTAL	\$10,640.00

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

_____	_____
Commission Chairman	County Clerk

Approved: ____

Vetoed: _____

County Mayor

Date

**Blount County Government
Budget Amendment Request
FY 15-16**

Type of Amendment:

Transfer (approp to approp or rev to rev)

Increase/Decrease (rev to approp/approp to rev)

Department: GPSF

Account: 141-71600

	Account Number	Description	Amount
TO			
Used with transfers	141-71600-116	Teachers	6,622.00
	141-71600-201	Social Security	300.00
(or)	141-71600-212	FICA Medicare	78.00
	141-71600-429	Instructional Supplies	2,864.00
APPROPRIATION	141-71600-709	Data Processing Equipment	776.00
Used with Inc/dec			
Total			10,640.00

	Account Number	Description	Amount
FROM			
Used with transfers			
(or)			
EST REVENUE	141-0-465900	Other State Funds	1,774.00
Used with Inc/dec	141-0-471200	Adult Basic Educ Federal	8,866.00
Total			10,640.00

Explanation: Increase for state approved Adult Education Critical Needs grant.

Joy Legu 2-9-16

Signature of Official/Department Head/Date

Signature of County Mayor/Date

**Approved By The
Board of Education**

3-3-16

*All requests requiring committee approval are due to the Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

Critical Needs Budget Request 2015-16

Blount County Adult Education, SDA 12

Personnel	Inst. hrs.	salary/hr	total salary	SS/med	Total
6 Part-time instructors - June	189	\$22.00	\$4,158.00	\$318.09	\$4,476.09
7 Part-time instructors - SD	112	\$22.00	\$2,464.00	\$188.50	\$2,652.50
Total Personnel			<u>6622.</u>		\$7,128.58

Supplies and Materials	Item #	Amt. needed	Price/item	Shipping	Total
Chart Stand	PAC74410	1	\$102		\$102.00
Projector bulbs	sp-lamp-070	3	\$229		\$687.00
Printing State Marketing Mat.					
- 2 vinyl banners 4x6					\$126.00
- 25 signs					\$203.00
- 500 double side cards/brochures					\$121.00
Instructional Materials					
a. Math Sense - Operations	2691-AF15	15	\$13.20	\$20.00	\$218.00
b. Math Sense - Analysis	2693-AF15	15	\$13.20	\$20.00	\$218.00
c. Official Guide to HiSET Test	71845847	20	\$17.00	\$34.00	\$374.00
Total materials					\$2,049.00

Travel

Capital Expenses

Locking Charging Cart	738956	1	\$776		\$776.00
Locking filing cabinet	Hon 345159	1	\$424	} 429	\$424.00
Printers	HP 8620e	2	\$220		\$440.00
Total Capital Expenditures					\$1,640.00

Total Request **\$10,817.58**

141-71600-116	6,622		
201	300		
212	78	7,000	
429	2,000		
429	864	2,864	
709	776	776	
	<u>10,440</u>	<u>10,640</u>	

141-0-465900	1,774		
141-0-471200	8,866		
	<u>10,640</u>		



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date December 1, 2015	End Date June 30, 2016	Agency Tracking # LWC05F142AESD15	Edison ID
---------------------------------------	----------------------------------	---	------------------

Grantee Legal Entity Name BLOUNT COUNTY SCHOOLS	Edison Vendor ID 15
---	-------------------------------

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # 84.002 Adult Education - State Administered Grantee's fiscal year end
--	---

Service Caption (one line only)
To provide Critical Needs Adult Education Services to program participants

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
16	\$1,774.00	\$8,866.00			\$10,640.00
TOTAL:	\$1,774.00	\$8,866.00			\$10,640.00

Grantee Selection Process Summary	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p>CPO USE - GG</p>
--	---------------------

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
BLOUNT COUNTY SCHOOLS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Blount County Schools, hereinafter referred to as the "Grantee," is for the provision of Adult Education Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 15

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee agrees to provide the program indicated and described below:

- According to the provisions of the Workforce Innovation and Opportunity Act services will include: adult education, workplace adult education and literacy activities, English language acquisition activities, and workforce preparation activities.
- If applicable, an EL/Civics Program to include an integrated program of services to immigrants and other limited English proficient adults that incorporates English language and literacy with civics education. English language and literacy includes instruction in reading, writing, speaking, and listening. An educational program that emphasizes contextualized instruction on the rights and responsibilities of citizenship, naturalization procedures, civic participation, U.S. history and government to help students acquire the skills and knowledge to become active, informed parents, workers and community members.

Target Populations

- targeted services for the least educated and most in need;
- those lacking a high school diploma;
- disadvantaged students, including individuals with multiple barriers to educational enhancement, employment and self-sufficiency; such as those who are or have been low income, incarcerated, single parents and displaced homemakers;
- Individuals with limited English language proficiency, and individuals with disabilities.

Class Types

The number and kind of classes offered by the Grantee will be determined by the needs of the service area. Some areas will have large numbers of ESOL populations to serve; others may only have enough for one class to be established. Classes will be scheduled and designed based on the needs of the grantee's community, each of which is unique in the demographic make-up of those who qualify for AE services in the areas of:

- Basic skills upgrades – for those individuals who lack mastery of reading, writing, and/or math under a 12.9 grade level equivalency;
- High School Equivalency (HSE) preparation classes for those who lack a high school diploma – these classes will concentrate on the content areas of the HSE exam including Language Arts Reading, Language Arts Writing (includes essay writing), Mathematics, Science and Social Studies;
- English for Speakers of Other Languages (ESOL) (for those individuals whose native language is a language other than English) classes for the purpose of increasing reading, writing and speaking skills in English;

- EL/Civics, if applicable;
- Basic computer instruction integrated into instruction in any of the classes listed above;
- Employability skills integrated into any one of the classes listed above.

A.3. The Grantee agrees to adhere to the following guidelines while providing the aforementioned program:

1. The Grantee must comply with the Workforce Innovation and Opportunity Act, conditions set forth in letter of intent to fund, Administrator's Handbook, and other documents and publications referencing state laws, regulations, policies, and guidelines. Lack of access to pertinent documents does not constitute grounds for deviation from established rules, regulations or requirements. The person signing and executing all cooperating agreements warrants and guarantees that he/she has been fully authorized to execute cooperative agreements to bind the contractor to all terms, conditions, performance, and provisions.
2. The Grantee shall maintain its books of account in accordance with Adult Education guidelines and sound accounting practices according to EDGAR (Education Department General Administrative Regulations).
3. AE Staff Requirements
 - a. All paid teaching personnel must have a minimum of a Bachelor's Degree with a Tennessee Teacher's License. Any exceptions to the licensure requirement must be approved by the Division of Adult Education. Full-time instructors are reimbursed according to the current Division of Adult Education Salary Schedule for a teaching position. Local funding supplements the remaining salary package.
 - b. The Grantee will employ a Supervisor/Coordinator/Director to coordinate the Adult Education Program. The minimum education requirement for an AE Supervisor is a Bachelor's Degree. Additional job qualifications for the supervisor's position are available in the current Administrator's Handbook.
 - c. All duties and responsibilities of state-funded Adult Education positions must be dedicated to Adult Education activities. (*The Workforce Innovation and Opportunity Act precludes AE funds from being used for any other activities such as, but not limited to, HSE Option, Adult High School, K-12, etc.*)
 - d. Paraprofessional/clerical staff shall be paid at the same rate as other paraprofessional/clerical staff in the system with similar duties, education, and years of experience. Under no circumstances shall the rate of pay exceed the hourly rate for Adult Education instructors and/or the state portion of a beginning teachers' salary as listed in the current Division of Adult Education Salary Schedule.
4. The grantee will develop and/or strengthen coordinating linkages with the following:
 - a. Business and Industry – Ongoing and new partnerships with business, industry and the Local Workforce Investment Area will be established to meet the needs of the workforce via basic skills upgrades, HSE test preparation, computer instruction, employability skills and ESOL.
 - b. Career Centers – Partnerships with comprehensive and/or affiliate Career Centers will be established based on the needs of the local community.
 - c. Others – To assure the maximum use of funds and to avoid duplication of services, the Grantee will partner with other education programs, community services and human resource agencies.
 - d. Lay-advisory Adult Literacy Council – Will establish a council to provide support for the local Adult Education program

5. Adult Education Equipment/Property

- a. The grantee has primary responsibility for exercising reasonable care and control of Adult Education property in its possession. The grantee must maintain property records.
- b. Sensitive equipment/property having a unit cost of \$500 or above with a useful life of more than one year must be maintained.
- c. Personal computers will be tagged as unit of monitor, keyboard, and the computer itself. The printer will be tagged separately. Written approval by the Division of Adult Education shall be obtained prior to any acquisition of property with a unit acquisition cost of \$500 or more.
- d. In the event that property is discovered to be missing, stolen, destroyed or damaged, such property shall be reported to the Division of Adult Education. The report should be in letter format stating the pertinent details for the situation. In the event the property is stolen, a police report should also be enclosed with the letter to Adult Education. The missing, stolen, destroyed or damaged property shall be replaced by the grantee.
- e. In the event that the property is no longer needed, a letter must be submitted to the Division of Adult Education requesting the appropriate surplus forms. Information about the proper disposal of equipment will be provided.

6. Additional Guidelines

- a. Funds will be used to supplement, and not supplant, the amount of state and local funds available for uses specified in the Workforce Innovation and Opportunity Act.
- b. The grantee shall submit all reports, surveys, forms, requests for information and online data for the Consolidated Management Activity Tracking System (CMATS) or other state student management system, on or before the established due date, or as requested by the Division of Adult Education. The grantee agrees to abide by all security measures for CMATS as outlined in the Administrator's Handbook and acceptable use policy network access rights and obligations.
- c. A cash or in-kind match of 10% is required. The grantee agrees to provide (in-kind or paid by grantee) suitable space and/or facilities for Adult Education.
- d. The grantee agrees to attend state sponsored supervisor/teacher training as appropriate and/or required, including, but not limited to: Academy for Instructional Excellence, Supervisor's Leadership Summit, regional meetings, teleconferences, CMATS and technology training. If attendance at meetings is not possible, the individual is responsible for all information presented.

A.4. Program Assurances: The Grantee agrees to comply with all Program Assurances detailed in Attachment D of this Contract. The State reserves the right to cancel the Contract within thirty (30) days with written notice if any of the attached Program Assurances are not followed.

A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on December 1, 2015 ("Effective Date") and extend for a period of seven (7) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ten Thousand Six Hundred Forty Dollars (\$10,640.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachments A and B is the maximum amount due the

Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Labor and Workforce Development
220 French Landing Drive
Nashville, TN 37243-1002

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Labor and Workforce Development: Adult Education Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars. Revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jason Beard, Adult Education Administrator
Tennessee Department of Labor and Workforce Development
220 French Landing Drive
Nashville, TN 37243-1022
Email Address: Jason.C.Beard@tn.gov
Telephone # (615) 253-4720
FAX # (615) 532-4899

The Grantee:

Rob Britt, Director of Schools
Blount County Schools
831 Grandview Drive
Maryville, TN 37803-5312
Rob.Britt@blountk12.org
Telephone # 865-984-1212
FAX # 865-983-8848

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at

any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification, approved by the Adult Education Administrator, for such decision and non-competitive procurement. Further and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of

any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.8. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.9. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.10. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

BLOUNT COUNTY SCHOOLS:



1/08/2016

GRANTEE SIGNATURE

DATE

Rob Britt, Director of Schools

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

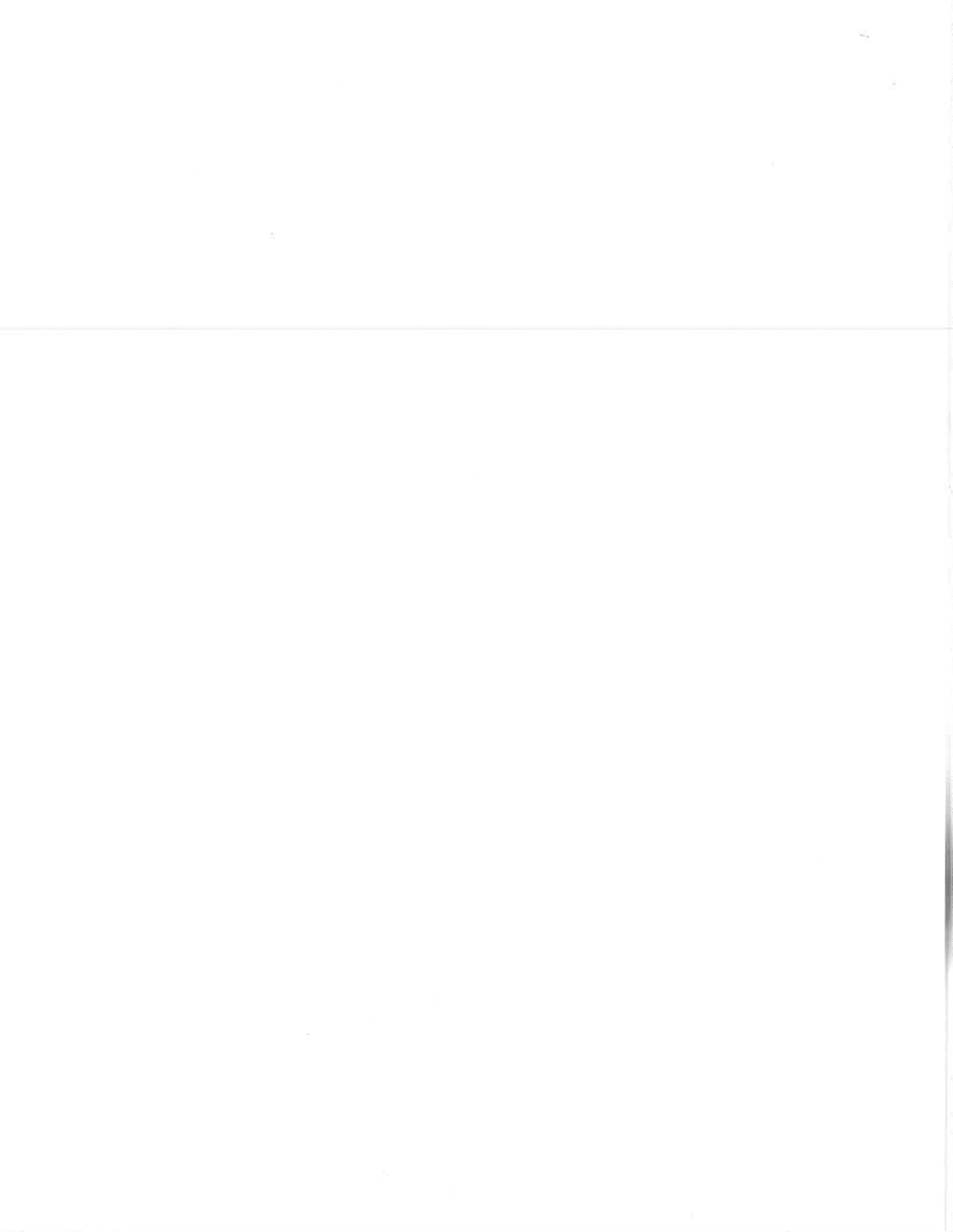
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

Burns P. Phillips III, Commissioner

DATE

Attachment D**2015-2016
Program Assurances
Division of Adult Education**

1. Teachers paid hourly will be reimbursed \$22/hour, not to exceed the salary of a full-time teaching position with similar educational credentials, years of service and assigned duties.
2. The Division of Adult Education reserves the right to request a change in supervisory personnel due to a lack of performance, failure to meet program needs, nonprofessional conduct, not meeting contractual obligations or other reasons deemed relevant and appropriate by the Division. A failure to comply with such request on the part of the grantee could result in termination of the contract.
3. The local program supervisor position will be paid according to the local salary schedule based on degree and years of experience. Eligible organizations that do not have an established salary schedule based on degree and years of experience will be paid at the agency's rate or at a rate comparable with other supervisory staff in the agency with similar duties, education, and years of experience.
4. The local AE Program will be open five (5) days a week (37.5 – 40 hrs.) for accessibility and provide classes year-round. Programs should provide classes to serve the needs in the community, including at least one class during summer months. EL/Civics grantees will offer flexible schedules and support services that are necessary to enable individuals to attend and complete programs.
5. The Grantee agrees to provide (in-kind or paid by grantee) suitable space and/or facilities for the local AE program unless otherwise approved by the AE Administrator.
6. The Grantee will submit reimbursement requests monthly to the Division of Adult Education by the fifteenth (15th) of the following month for prior month's expenses. If the 15th falls on a weekend, the due date will be the next business day. Any reimbursement request not received by the state office within five (5) business days of the above described due date shall not be reimbursed unless Grantee has written approval from the AE Administrator. The amount claimed (including in-kind match) must be documented by actual paid receipts, timesheets, travel sheets, or other appropriate documentation. The grantee will receive reimbursement for actual allowable, reasonable, and necessary expenditures incurred not to exceed the amount of the approved budget. Reimbursement for staff development activities are determined by the approved Staff development worksheet provided by AE state staff.
7. The Grantee shall submit quarterly inventory reports for the prior quarter by October 15, January 15, April 15, and July 15.
8. Falsification of any required documentation or report may be grounds for immediate termination of the grant contract and/or return of grant funds.



Attachment A

GRANT BUDGET				
Adult Education Services for Blount County Schools				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: December 1, 2015				
END: June 30, 2016				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$7,000.00	\$0.00	\$7,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$2,000.00	\$0.00	\$2,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$1,640.00	\$0.00	\$1,640.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$1,064.00	\$1,064.00
25	GRAND TOTAL	\$10,640.00	\$1,064.00	\$11,704.00

³ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.in.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

INTEREST	AMOUNT
	\$0.00
TOTAL	\$0.00

DEPRECIATION	AMOUNT
	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Charging Cart	\$776.00
Cabinet	\$424.00
Printers	\$440.00
TOTAL	\$1,640.00

Attachment B

GRANT BUDGET				
Staff Development Services for Blount County Schools				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: December 1, 2015				
END: June 30, 2016				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

³ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

Attachment C

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	BLOUNT COUNTY SCHOOLS
Subrecipient's DUNS number	DUNS-100072552
Federal Award Identification Number (FAIN)	V002A140043
Federal award date	July 1, 2014
CFDA number and name	84.002 – Adult Education – State Administered
Grant contract's begin date	December 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$8,866.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$11,236,801.00
Name of federal awarding agency	United States Department of Education
Name and contact information for the federal awarding official	Joshua Behsudi (202) 245-7783
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

RESOLUTION NO. 16-03-009

Sponsored by: Commissioners Jerome Moon/Mike Lewis

A RESOLUTION TO AMEND HIGHWAY BUDGET.

WHEREAS, Blount County would like to amend the Highway Budget to appropriate funds from Townsend paid for extensive paving and maintenance work.

WHEREAS, it is deemed to be in the best interest of Blount County, to amend the Highway Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that the Highway Budget shall be amended as follows:

Estimated Revenue:

131-0-481200-0 Other Govts – Paving & Maintenance\$67,880.86

Appropriation:

131-062000-500714 Highway Equipment\$67,880.86

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

Other Budget Items Action Required

Item	Budget	Vote
GASB Resolution	Recommended	4-Yes 1-Absent
Fleet Leasing Agreement - Enterprise	Recommended	4-Yes 1-Absent

MEMO

TO: Board of County Commissioners

FROM: Randy Vineyard, Finance Director

DATE: March 1, 2016

Enclosed you will find a resolution to adopt GASB pronouncements and below are a few notes you may find helpful...

WHAT IS GASB?

The Governmental Accounting Standards Board or GASB is a not-for-profit organization established to improve standards of financial accounting and reporting for U.S. state and local governments. Governments and the accounting industry recognize the GASB as the official source of generally accepted accounting principles (GAAP) for state and local governments.

WHY DO WE NEED THIS RESOLUTION?

This Resolution to adopt GASB pronouncements, we feel is in the best interest of Blount County to formally document recognizing Governmental Accounting Standards Board or GASB as the preferred guidance for standards of financial accounting. In past years there is no documentation of Blount County Commission making such a recommendation. This year Blount County created the first Audit Committee and this resolution will serve as the first step moving forward to help insure Blount County has implemented adequate financial policies and internal controls.

Attached you will find a brief explanation of each GASB that is in effect. Going forward we would alert the Commission on each recommended GASB for implementation. This action is looked favorably upon by the State Comptroller's Office. It will assist in providing the most accurate footnote disclosure in our annual audit.

Please let me know if you have any questions.

RESOLUTION NO. 16-03-010

Sponsored by: Commissioners Jerome Moon/Mike Lewis

RESOLUTION TO ADOPT GASB PRONOUNCEMENTS

WHEREAS, Blount County would like to formally adopt all GASB pronouncements as promulgated by the Government Accounting Standards Board (GASB), which can be found at www.gasb.org (home/standards & guidance/pronouncements), and,

WHEREAS, this may include Statements of Governmental Accounting Standards, Concepts Statements, GASB Interpretations, GASB Technical Bulletins, and GASB Implementation Guides,

WHEREAS, this resolution replaces any existing related resolutions and covers all past and future GASB pronouncements,

WHEREAS, it is deemed to be in the best interest of Blount County to adopt such policy as part of the fiscal procedure system, control and centralized accounting (TCA 5-13-104), which shall be under the administrative control and direction of the Director of Accounts and Budgets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of March, 2016 that this resolution shall be adopted.

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

Issued since the GASB's inception in 1984

Statements of Governmental Accounting Standards

[\[1 - 25\]](#) [\[26 - 50\]](#) [\[51 - 75\]](#) [\[76 - 80\]](#)

GASB Statement No. 80, Blending Requirements for Certain Component Units—an amendment of GASB Statement No. 14

Effective Date: The requirements of this Statement are effective for reporting periods beginning after June 15, 2016. Earlier application is encouraged.

(Issued 01/16)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

GASB Statement No. 79, Certain External Investment Pools and Pool Participants

Effective Date: The requirements of this Statement are effective for reporting periods beginning after June 15, 2015, except for the provisions in paragraphs 18, 19, 23–26, and 40, which are effective for reporting periods beginning after December 15, 2015. Earlier application is encouraged.

(Issued 12/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

GASB Statement No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans

Effective Date: The requirements of this Statement are effective for reporting periods beginning after December 15, 2015. Earlier application is encouraged.

(Issued 12/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

GASB Statement No. 77, Tax Abatement Disclosures

Effective Date: The requirements of this Statement are effective for reporting periods beginning after December 15, 2015. Earlier application is encouraged.

(Issued 08/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

GASB Statement No. 76, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments

Effective Date: The provisions in Statement 76 are effective for reporting periods beginning after June 15, 2015. Earlier application is encouraged.

(Issued 06/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 75

Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions

Effective Date: The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. Earlier application is encouraged.

(Issued 06/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 74

Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans

Effective Date: The provisions in Statement 74 are effective for fiscal years beginning after June 15, 2016. Earlier application is encouraged.

(Issued 06/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 73

Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68

Effective Date: The provisions in Statement 73 are effective for fiscal years beginning after June 15, 2015—except those provisions that address employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68, which are effective for fiscal years beginning after June 15, 2016. Earlier application is encouraged.

(Issued 06/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 72

Fair Value Measurement and Application

Effective Date: The requirements of this Statement are effective for financial statements for reporting periods beginning after June 15, 2015. Earlier application is encouraged.

(Issued 02/15)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 71

Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68

Effective Date: The provisions of this Statement should be applied simultaneously with the provisions of Statement 68.

(Issued 11/13)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 70

Accounting and Financial Reporting for Nonexchange Financial Guarantees

Effective Date: The provisions of Statement 70 are effective for financial statements for reporting beginning after June 15, 2013. Earlier application is encouraged.

(Issued 04/13)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 69

Government Combinations and Disposals of Government Operations

Effective Date: The provisions of Statement 69 are effective for government combinations and disposals of government operations occurring in financial reporting periods beginning after December 15, 2013, and should be applied on a prospective basis. Early application is encouraged.

(Issued 01/13)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 68

Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27

Effective Date: The provisions of Statement 68 are effective for fiscal years beginning after June 15, 2014. Earlier application is encouraged.

(Issued 06/12)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 67***Financial Reporting for Pension Plans—an amendment of GASB Statement No. 25***

Effective Date: The provisions of Statement 67 are effective for financial statements for fiscal years beginning after June 15, 2013. Earlier application is encouraged.

(Issued 06/12)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 66***Technical Corrections—2012—an amendment of GASB Statements No. 10 and No. 62***

Effective Date: The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. Earlier application is encouraged.

(Issued 03/12)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 65***Items Previously Reported as Assets and Liabilities***

Effective Date: The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. Earlier application is encouraged.

(Issued 03/12)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 64***Derivative Instruments: Application of Hedge Accounting Termination Provisions—an amendment of GASB Statement No. 53***

Effective Date: The provisions of Statement 64 are effective for financial statements for periods beginning after June 15, 2011, with earlier application encouraged.

(Issued 06/11)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 63***Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position***

Effective Date: The provisions of Statement 63 are effective for financial statements for periods beginning after December 15, 2011, with earlier application encouraged.

(Issued 06/11)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 62***Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements***

Effective Date: The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2011. Earlier application is encouraged. The provisions of this Statement generally are required to be applied retroactively for all periods presented.

(Issued 12/10)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 61***The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 34***

Effective Date: The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2012. Earlier application is encouraged.

(Issued 11/10)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 60

Accounting and Financial Reporting for Service Concession Arrangements

Effective Date: For financial statements for periods beginning after December 15, 2011. The provisions of this Statement generally are required to be applied retroactively for all periods presented.

(Issued 11/10)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 59

Financial Instruments Omnibus

Effective date: For periods beginning after June 15, 2010. Earlier application is encouraged.

(Issued 06/10)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 58

Accounting and Financial Reporting for Chapter 9 Bankruptcies

Effective date: For periods beginning after June 15, 2009. Retroactive application is required for all prior periods presented during which a government was in bankruptcy.

(Issued 12/09)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 57

OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans

Effective date: The provisions of Statement 57 related to the use and reporting of the alternative measurement method are effective immediately. The provisions related to the frequency and timing of measurements are effective for actuarial valuations first used to report funded status information in OPEB plan financial statements for periods beginning after June 15, 2011.

(Issued 12/09)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 56

Codification of Accounting and Financial Reporting Guidance Contained in the AICPA Statements on Auditing Standards

Effective date: Effective upon issuance

(Issued 03/09)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 55

The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments

Effective date: Effective upon issuance

(Issued 03/09)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 54

Fund Balance Reporting and Governmental Fund Type Definitions

Effective date: For periods beginning after June 15, 2010

(Issued 02/09)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 53

Accounting and Financial Reporting for Derivative Instruments

Effective date: For periods beginning after June 15, 2009

(Issued 06/08)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 52

Land and Other Real Estate Held as Investments by Endowments

Effective date: For periods beginning after June 15, 2008

(Issued 11/07)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 51

Accounting and Financial Reporting for Intangible Assets

Effective Date: For periods beginning after June 15, 2009

(Issued 06/07)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 50

Pension Disclosures—an amendment of GASB Statements No. 25 and No. 27

Effective date: For periods beginning after June 15, 2007, except for requirements related to the use of the entry age actuarial cost method for the purpose of reporting surrogate funded status and funding progress information for plans that use the aggregate actuarial cost method, which are effective for periods for which the financial statements and required supplementary information contain information resulting from actuarial valuations as of June 15, 2007, or later.

(Issued 05/07)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 49

Accounting and Financial Reporting for Pollution Remediation Obligations

Effective date: For periods beginning after December 15, 2007

(Issued 11/06)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 48

Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues

Effective date: For periods beginning after December 15, 2006

(Issued 09/06)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 47

Accounting for Termination Benefits

Effective date: For periods beginning after June 15, 2005

(Issued 06/05)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 46

Net Assets Restricted by Enabling Legislation—an amendment of GASB Statement No. 34

Effective date: For periods beginning after June 15, 2005. Earlier application is encouraged.

(Issued 12/04)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 45

Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions

Effective date: The requirements of this Statement are effective in three phases based on a government's total annual revenues in the first fiscal year ending after June 15, 1999:

- Governments that were phase 1 governments for the purpose of implementation of Statement 34—those with annual revenues of \$100 million or more—are required to implement this Statement in financial statements for periods beginning after December 15, 2006.
- Governments that were phase 2 governments for the purpose of implementation of Statement 34—those with total annual revenues of \$10 million or more but less than \$100 million—are required to implement this Statement in financial statements for periods beginning after December 15, 2007.
- Governments that were phase 3 governments for the purpose of implementation of Statement 34—those with total annual revenues of less than \$10 million—are required to implement this Statement in financial statements for periods beginning after December 15, 2008.

Earlier application of this Statement is encouraged. All component units should implement the requirements of this Statement no later than the same year as their primary government.

(Issued 6/04)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 44

Economic Condition Reporting: The Statistical Section—an amendment of NCGA Statement 1

Effective date: Statistical sections prepared for periods beginning after June 15, 2005

(Issued 5/04)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 43

Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans

Effective date: The requirements of this Statement for OPEB plan reporting are effective *one year prior* to the effective date of the related Statement for the employer (single-employer plan) or for the largest participating employer in the plan (multiple-employer plan). The requirements of the related Statement are effective in three phases based on a government's total annual revenues in the first fiscal year ending after June 15, 1999:

- Plans in which the sole or largest employer is a phase 1 government—with annual revenues of \$100 million or more—are required to implement this Statement in financial statements for periods beginning after December 15, 2005.
- Plans in which the sole or largest employer is a phase 2 government—with total annual revenues of \$10 million or more but less than \$100 million—are required to implement this Statement in financial statements for periods beginning after December 15, 2006.
- Plans in which the sole or largest employer is a phase 3 government—with total annual revenues of less than \$10 million—are required to implement this Statement in financial statements for periods beginning after December 15, 2007.

If comparative financial statements are presented, restatement of prior-period financial statements is required. Early implementation is encouraged.

(Issued 4/04)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 42

Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries

Effective date: For periods beginning after December 15, 2004

(Issued 11/03)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 41

Budgetary Comparison Schedules—Perspective Differences—an amendment of GASB Statement No. 34

Effective date: This Statement should be implemented simultaneously with Statement 34. For governments that have implemented Statement 34 prior to the issuance of this Statement, the requirements of this Statement are effective for financial statements for periods beginning after June 15, 2002

(Issued 5/03)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 40

Deposit and Investment Risk Disclosures—an amendment of GASB Statement No. 3

Effective Date: For periods beginning after June 15, 2004

(Issued 3/03)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 39

Determining Whether Certain Organizations Are Component Units—an amendment of GASB Statement No. 14

Effective Date: For periods beginning after June 15, 2003

(Issued 5/02)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Important Notice—[Error Correction](#) for Statement No. 39

Statement No. 38

Certain Financial Statement Note Disclosures

Effective Date: Coincides with the effective date of GASB Statement 34 for the reporting government. That is, the requirements of this Statement are effective in three phases based on a government's total annual revenues in the first fiscal year ending after June 15, 1999:

- Phase 1 governments—with total annual revenues of \$100 million or more—should implement paragraphs 6 through 11 for fiscal periods beginning after June 15, 2001. These governments should implement paragraphs 12 through 15 for fiscal periods beginning after June 15, 2002.
- Phase 2 governments—with total annual revenues of \$10 million or more but less than \$100 million—should apply this Statement for fiscal periods beginning after June 15, 2002.
- Phase 3 governments—with total annual revenues of less than \$10 million—should apply this Statement for fiscal periods beginning after June 15, 2003.

Earlier application is encouraged. However, paragraphs 6, 14, and 15 should be implemented only if Statement 34 has also been implemented.

(Issued 6/01)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 37

Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments: Omnibus—an amendment of GASB Statements No. 21 and No. 34

Effective Date: Coincides with the effective date of GASB Statement 34 for the reporting government. That is, the requirements of this Statement are effective in three phases based on a government’s total annual revenues in the first fiscal year ending after June 15, 1999:

- Phase 1 governments—with total annual revenues of \$100 million or more—should apply the requirements of this Statement in financial statements for periods beginning after June 15, 2001.
- Phase 2 governments—with total annual revenues of \$10 million or more but less than \$100 million—should apply the requirements of this Statement in financial statements for periods beginning after June 15, 2002.
- Phase 3 governments—with total annual revenues of less than \$10 million—should apply the requirements of this Statement in financial statements for periods beginning after June 15, 2003.

This Statement should be simultaneously implemented with Statement 34. Earlier application is encouraged, if done in conjunction with early adoption of Statement 34.

(Issued 6/01)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 36

Recipient Reporting for Certain Shared Nonexchange Revenues—an amendment of GASB Statement No. 33

Effective date: Simultaneously with Statement 33, for periods beginning after June 15, 2000

(Issued 4/00)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 35

Basic Financial Statements—and Management’s Discussion and Analysis—for Public Colleges and Universities—an amendment of GASB Statement No. 34

Effective Date: In three phases based on a public institution’s total annual revenues, beginning with periods beginning after June 15, 2001 and continuing through periods beginning after June 15, 2003. Public institutions that are component units of a primary government should implement this standard at the same time as that primary government.

(Issued 11/99)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 34

Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments

Effective dates:

- Phase 1—Financial statements for periods beginning after June 15, 2001, for governments with total annual revenues of \$100 million or more in the first fiscal year ending after June 15, 1999. Different provisions apply for reporting general infrastructure assets at transition.
- Phase 2—Financial statements for periods beginning after June 15, 2002, for governments with total annual revenues of \$10 million or more but less than \$100 million in the first fiscal year ending after June 15, 1999. Different provisions apply for reporting general infrastructure assets at transition.
- Phase 3—Financial statements for periods beginning after June 15, 2003, for governments with total annual revenues of less than \$10 million in the first fiscal year ending after June 15, 1999. Different provisions apply for reporting general infrastructure assets at transition.

(Issued 6/99)

[\[Full Text\]](#) [\[Preface & Summary\]](#) [\[Status\]](#)

Statement No. 33

Accounting and Financial Reporting for Nonexchange Transactions

Effective date beginning after: June 15, 2000

(Issued 12/98)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 32

Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—a rescission of GASB Statement No. 2 and an amendment of GASB Statement No. 31

Effective date beginning after: December 31, 1998 or when plan assets are held in trust under the requirements of IRC Section 457, subsection (g), if sooner.

(Issued 10/97)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 31

Accounting and Financial Reporting for Certain Investments and for External Investment Pools

Effective date beginning after: June 15, 1997

(Issued 3/97)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 30

Risk Financing Omnibus—an amendment of GASB Statement No. 10

Effective date beginning after: June 15, 1996

(Issued 2/96)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 29

The Use of Not-for-Profit Accounting and Financial Reporting Principles by Governmental Entities

Effective date beginning after: Dec. 15, 1993 (with exceptions)

(Issued 8/95)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 28

Accounting and Financial Reporting for Securities Lending Transactions

Effective date beginning after: Dec. 15, 1997

(Issued 5/95)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 27

Accounting for Pensions by State and Local Governmental Employers

Effective date beginning after: June 15, 1997

(Issued 11/94)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 26 (Superseded)

Financial Reporting for Postemployment Healthcare Plans Administered by Defined Benefit Pension Plans

Effective date beginning after: June 15, 1996

(Issued 11/94)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 25

Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans

Effective date beginning after: June 15, 1996

(Issued 11/94)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 24

Accounting and Financial Reporting for Certain Grants and Other Financial Assistance

Effective date beginning after: June 15, 1995

(Issued 6/94)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 23

Accounting and Financial Reporting for Refundings of Debt Reported by Proprietary Activities

Effective date beginning after: June 15, 1994

(Issued 12/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 22 (Superseded)

Accounting for Taxpayer-Assessed Tax Revenues in Governmental Funds

Effective date beginning after: June 15, 1994

(Issued 12/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 21

Accounting for Escheat Property

Effective date beginning after: June 15, 1994

(Issued 10/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 20 (Superseded)

Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting

Effective date beginning after: Dec. 15, 1993

(Issued 9/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 19 (Superseded)

Governmental College and University Omnibus Statement—an amendment of GASB Statements No. 10 and 15

Effective date beginning after: Various

(Issued 9/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 18

Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs

Effective date beginning after: June 15, 1993

(Issued 8/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 17

Measurement Focus and Basis of Accounting—Governmental Fund Operating Statements: Amendment of the Effective Dates of GASB Statement No. 11 and Related Statements—an amendment of GASB Statements No. 10, 11, and 13

Effective date on issuance: June 1993

(Issued 6/93)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 16

Accounting for Compensated Absences

Effective date beginning after: June 15, 1993

(Issued 11/92)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 15 (Superseded)

Governmental College and University Accounting and Financial Reporting Models

Effective date beginning after: June 15, 1992

(Issued 10/91)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 14

The Financial Reporting Entity

Effective date beginning after: Dec. 15, 1992

(Issued 6/91)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 13

Accounting for Operating Leases with Scheduled Rent Increases

Effective date beginning after: Various

(Issued 5/90)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 12 (Superseded)

Disclosure of Information on Postemployment Benefits Other Than Pension Benefits by State and Local Governmental Employers

Effective date beginning after: June 15, 1990

(Issued 5/90)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 11 (Superseded)

Measurement Focus and Basis of Accounting—Governmental Fund Operating Statements

Effective date ending after: Deferred

(Issued 5/90)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 10

Accounting and Financial Reporting for Risk Financing and Related Insurance Issues

Effective date ending after: Various

(Issued 11/89)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 9

Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities That Use Proprietary Fund Accounting

Effective date beginning after: Dec. 15, 1989

(Issued 9/89)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 8 (Superseded)

Applicability of FASB Statement No. 93, "Recognition of Depreciation by Not-for-Profit Organizations," to Certain State and Local Governmental Entities

Effective date on issuance: Jan. 1988

(Issued 1/88)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 7

Advance Refundings Resulting in Defeasance of Debt

Effective date beginning after: Dec. 15, 1986

(Issued 3/87)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 6

Accounting and Financial Reporting for Special Assessments

Effective date beginning after: June 15, 1987

(Issued 1/87)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 5 (Superseded)

Disclosure of Pension Information by Public Employee Retirement Systems and State and Local Governmental Employers

Effective date beginning after: Dec. 15, 1986

(Issued 11/86)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 4 (Superseded)

Applicability of FASB Statement No. 87, "Employers' Accounting for Pensions," to State and Local Governmental Employers

Effective date on issuance: Sept. 1986

(Issued 9/86)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 3

Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements

Effective date ending after: Dec. 15, 1986

(Issued 4/86)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 2 (Superseded)

Financial Reporting of Deferred Compensation Plans Adopted under the Provisions of Internal Revenue Code Section 457

Effective date ending after: Dec. 15, 1986

(Issued 1/86)

[\[Full Text\]](#) [\[Summary\]](#) [\[Status\]](#)

Statement No. 1

Authoritative Status of NCGA Pronouncements and AICPA Industry Audit Guide

Effective date on issuance: July 1984

(Issued 7/84)

Source: <http://www.gasb.org/jsp/GASB/Page/GASBSectionPage&cid=1176160042391#gasbs25>

RESOLUTION NO. 16-03-011

SPONSORED BY: Commissioner Jerome Moon and Commissioner Mike Lewis

RESOLUTION OF THE BLOUNT COUNTY LEGISLATIVE BODY ESTABLISHING AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR FLEET LEASING SERVICES FOR BLOUNT COUNTY, TN

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m) (1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, Blount County has the need for fleet leasing services; and

WHEREAS, Blount County Purchasing issued a Request for Proposal (#2015-2378) for a solution for these services; and

WHEREAS, Enterprise was deemed to be the firm offering the solution that is in the best interest of Blount County; and

WHEREAS, the agreement negotiated between Blount County and Enterprise has been approved as to form by the County Attorney, Craig Garrett.

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body in session assembled on the 17th day of March 2016, that a Procurement Agreement with Enterprise, Blount County Contract Number 2015-2378, be duly authorized and approved by Blount County, Tennessee.

BE IT FURTHER RESOLVED that this resolution take effect from and after its passage, and that any part of any proper resolution to the contrary is hereby declared null and void, the public welfare requiring it.

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fifth day of February, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any servicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By:
Title:

By: Stephen Morrissey
Title: Vice President of Fleet Management

Address:

Address: 284 Mallory Station Road
Franklin, TN 37067

Date Signed: _____, _____

Date Signed _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this twenty-sixth day of January, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the ninth day of February, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:

EFM: Enterprise Fleet Management, Inc.

By:
Title:

By: Stephen Morrissey
Title: Vice President of Fleet Management

Address:

Address: 284 Mallory Station Road
Franklin, TN 37067

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the twenty-sixth day of January, 2016, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$7.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:

EFM: Enterprise Fleet Management, Inc.

By:
Title:

By: Stephen Morrissey
Title: Vice President of Fleet Management

Address:

Address: 284 Mallory Station Road
Franklin, TN 37067

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Blount County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Tennessee state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to ~~the~~ Tennessee state law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Tennessee (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of March, 2016.

Blount County (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Blount County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Tennessee state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Tennessee state law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Tennessee (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of March, 2016.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

Date: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By: _____ (for)
Craig Garrett, County Attorney

Date: _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2016 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of March, 2016 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Blount County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$75.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$75.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of March, 2016.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

Date: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By: _____ (for)
Craig Garrett, County Attorney

Date: _____

SERVICE AGREEMENT

This Agreement is entered into as of the ____ day of March, 2016, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Blount County.

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Blount County.

WITNESSETH:

Scope of Service: EFM shall perform the services and provide the deliverables described and set forth in the Blount County RFP – 2015-2378 and EFM's RFP submission package. This Agreement shall be effective upon execution by both parties for an initial five (5) year period, with the option for up to five (5) successive one-year renewals.

IN WITNESS WHEREOF, EFM and Blount County have executed this Service Agreement as of the day and year first above written.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

Date: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By: _____ (for)
Craig Garrett, County Attorney

Date: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ____ day of March, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master ?LEASETYPE Lease Agreement dated as of the ____ day of March, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: Blount County

EFM: Enterprise Fleet Management, Inc.

By: Katie Branham
Title: Purchasing Agent

By:
Title:

Address:

Address:

Date Signed: _____, _____

Date Signed _____, _____

APPROVED as to Form and Legality:
Office of the Attorney General

By: _____ (for)
Craig Garrett, County Attorney

Date: _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the _____ day of March, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE:

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By:
Title:

By: Stephen Morrissey
Title: Vice President of Fleet Management

Date Signed: _____, _____

Date Signed: _____, _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ___ day of March, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee shall be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Blount County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By:
Title:

By:
Title:

Address:

Address:

Date Signed: _____, _____

Date Signed _____, _____

APPROVED as to Form and Legality:
Office of the Attorney General

By: _____ (for)
Craig Garrett, County Attorney

Date: _____

RESOLUTION NO. 16-03-003

SPONSORED BY COMMISSIONERS GRADY CASKEY AND BRAD BOWERS

**RESOLUTION AUTHORIZING AN EXTENSION OF LEASE AGREEMENT BETWEEN
BLOUNT COUNTY, TENNESSEE AND ROCKY BRANCH COMMUNITY CLUB, INC.**

BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, in session assembled March 17, 2016.

WHEREAS, Blount County and the Rocky Branch Community Club, Inc. previously entered into a twenty (20) year lease on or about January 1, 1997 wherein Rocky Branch Community Club, Inc. leased from Blount County the old Rocky Branch School property for the purposes of operating a community center; and

WHEREAS, said lease was for a period of twenty (20) years and expires by its terms on December 31, 2016; and

WHEREAS, the parties desire to extend the lease for an additional twenty (20) year period pursuant to the terms of the Extension of Lease Agreement which is attached hereto as Exhibit A; and

WHEREAS, the parties both agree that Rocky Branch Community Club, Inc. operates to the benefits of the citizens of the Rocky Branch community and the citizens of Blount County, Tennessee.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, that approval is hereby given for Blount County to enter into the Extension of Lease Agreement attached hereto as Exhibit A (which copy is hereby incorporated herein by reference).

BE IT FURTHER RESOLVED that the Blount County Commissioners, by their actions, authorize the Blount County Mayor to execute said Extension of Lease Agreement on behalf of Blount County, Tennessee.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL TAKE EFFECT FROM AND AFTER PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Duly authorized and approved this 17th day of March, 2016.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

This instrument was prepared by:
Craig L. Garrett
Craig L. Garrett, Attorney at Law, PLLC
607 Smithview Drive
Maryville, Tennessee 37803

EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between BLOUNT COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, (hereinafter "Lessor") and ROCKY BRANCH COMMUNITY CLUB, INC. a Tennessee not-for-profit corporation doing business in Blount County, in the State of Tennessee, (hereinafter "Lessee").

WITNESSETH:

WHEREAS the parties entered into a Lease Agreement on or about April 23, 1997, wherein the Lessee leased from the Lessor the property previously known as the Rocky Branch School with the purpose of the Lease Agreement being for the Lessor to operate a community center. See copy of Lease Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the Lease Agreement referenced above and attached hereto as Exhibit A, expires by its terms on the 31st day of December, 2016; and

WHEREAS the parties desire to extend the Lease Agreement for an additional twenty (20) year period; and

WHEREAS the parties desire that the extension of said Lease Agreement be made under the precise and exact terms of the previous Lease Agreement attached hereto as Exhibit A; and

WHEREAS the County Legislative Body has approved the extension of the Lease Agreement for a period of twenty (20) years on behalf of the Lessee; and

WHEREAS the governing body of Rocky Branch Community Club, Inc. has approved the extension of the Lease Agreement for a period of twenty (20) years.

IT IS THEREFORE, agreed between the parties as follows:

1. The Lease Agreement between the parties to rent the property specifically described in the Lease Agreement attached hereto as Exhibit A shall be extended for a period of twenty (20) years from the expiration of the Lease Agreement on December 31, 2016. The new

lease period shall be from January 1, 2017, through December 31, 2037, unless terminated earlier as provided in the terms of the Lease Agreement.

2. The terms of the lease shall be the exact and precise terms of the previous Lease Agreement and all provisions of the lease are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Lease Agreement in duplicate original counterparts.

LESSOR:

BLOUNT COUNTY, TENNESSEE

By:

Ed Mitchell, Blount County Mayor

Attest:

Blount County Clerk

LESSEE:

ROCKY BRANCH COMMUNITY CLUB, INC.

By:

President

Attest:

Secretary

This Instrument Prepared By:
CRAWFORD, CRAWFORD & NEWTON
P. O. Box 4338
Maryville, TN 37802
By: Norman H. Newton

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between BLOUNT COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, (hereinafter "Lessor") and ROCKY BRANCH COMMUNITY CLUB, INC., a Tennessee not-for-profit corporation doing business in Blount County, in the State of Tennessee, (hereinafter "Lessee").

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, Lessor hereby leases and rents to Lessee, and Lessee hereby accepts as tenant of Lessor, the following described premises, to wit:

SITUATE in District No. Fourteen (14) of Blount County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the center of the Rocky Branch Road, corner to Neubert; thence with Neubert S. 38 E. 495 feet to a stake; thence still with Neubert S. 52 W. 513 feet to a stake in the center of the road; thence following said road N. 24 W. 200 feet; N. 28 ½ W. 98 feet; N. 17 ¼ W. 65 feet; N. 9 W. 161 feet to a point in the center of the Rocky Branch Road; thence following said Rocky Branch Road N. 51 E. 350 feet to the beginning, and containing 5 acres; and

BEING AND INTENDING TO BE the same property conveyed to W.L. Goddard, et al., Blount County Board of School Supervisors, and their successors in office, by Sidney Neubert, et ux, by deed dated August 16, 1950, and recorded in Warranty Deed Vol. 168, page 65, in the Register's Office for Blount County, Tennessee.

THE ABOVE DESCRIBED property is improved with a school building known as Rocky Branch Elementary School.



The terms and conditions of this lease are as follows:

1. This lease shall begin as of the 1st day of January, 1997, and unless sooner terminated as herein provided, shall exist and continue for a period of twenty (20) years, or until and including the 31st day of December, 2016.

2. Lessee shall pay to Lessor One Dollar (\$1.00) per year as rental for the leased premises, which amount shall be due on the 1st day of January of each year during the term of this lease and any extension thereof.

3. Lessee shall use the leased premises only for the purposes of a community club, as set forth in its charter of incorporation of record in Corporate Charter Book 18, page 232, in the Register's Office for Blount County, Tennessee. In the event that Lessee ceases to use the leased premises as a community club in accordance with its charter, then this lease agreement shall automatically terminate and become void, and Lessor without any notice or demand to Lessee may re-enter upon the leased premises and occupy and possess the same as of its former estate.

4. Lessee shall not assign, transfer or sublet the leased premises or any part thereof.

5. Lessee shall not improve or alter the leased premises in any manner without obtaining the prior written consent of Lessor, and all improvements or alterations permitted to be erected or made on the leased premises shall be considered part of the real estate and taken as rent in addition to the rent set forth above.

6. Lessee shall keep, maintain and preserve the leased premises and appurtenances in good condition and repair and shall, at Lessee's sole cost and expense, make all necessary repairs to the leased premises and every part of the leased premises as needed. Lessor shall have no obligation to alter, remodel, improve, repair or maintain the leased premises or any part of the leased premises.

7. Upon the expiration or earlier termination of this lease, Lessee agrees to return the leased premises to Lessor in the same condition as when received, reasonable wear and tear excepted.

8. Lessee shall be responsible for and timely pay all charges for utilities, including deposits, for the leased premises during the term of this lease and any extension thereof.

9. Lessee shall pay all property taxes and assessments for the leased premises during the term of this lease and any extension thereof.

10. Lessee shall, during the term of this lease agreement and any other period of occupancy of the leased premises, at Lessee's sole cost and expense, carry fire and extended coverage insurance on the leased premises in an amount equal to at least one hundred percent 100% of the valuation of the buildings or improvements located on the leased premises, with Lessor named as an insured thereunder. Such insurance shall be written by a reliable insurance company or companies authorized to do business in the State of Tennessee.

11. It is understood that Lessor shall not be liable for any loss, damage or injury to Lessee's equipment and personal property located on the leased premises, and Lessee shall be responsible for and shall provide its own insurance coverage on such equipment and personal property.

12. Lessee shall indemnify and hold Lessor harmless from any and all claims and demands, whether for injury to person, loss of life or damage to property, including attorney fees, arising out of Lessee's use of the leased premises, and Lessee will keep in effect comprehensive general liability insurance upon the leased premises in an amount not less than \$1,000,000.00 in the aggregate, with Lessor named as an insured thereunder.

13. Lessee shall provide with Lessor with a certificate(s) of insurance on or before January 1 of each year evidencing that the insurance coverages required by paragraphs 10 and 12 above are in effect. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Lessor.

14. Should the leased premises be rendered unfit for use or occupancy as a consequence of casualty during the term of this lease or any extension thereof, this lease shall thereupon terminate. Lessor may terminate this lease, at Lessor's sole option, upon sixty (60) days written notice to Lessee.

15. In the event of breach or non-performance by Lessee of any of the covenants and agreements on its part to be kept and performed hereunder, and such breach or non-performance remains uncured for a period of thirty (30) days after notice thereof, this lease shall be forfeited and become void at the option of Lessor, and it shall be lawful for Lessor without any further notice or demand to re-enter upon the leased premises and to occupy and possess the same as of its former

estate, without prejudice to any other remedy which Lessor may have on account of such breach or non-performance.

16. Lessor hereby covenants and agrees with Lessee, subject to the terms and conditions herein set forth, that Lessee shall have and enjoy the leased premises during the term herein provided and any extension thereof, free from the adverse claims of any and all persons whomsoever.

17. This lease shall be binding upon the parties hereto and their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate original counterparts, as of the 1st day of January, 1997.

LESSOR:

BLOUNT COUNTY, TENNESSEE

By: William A. Crisp
County Executive

Attest: Ray Campbell
County Clerk

LESSEE:

ROCKY BRANCH COMMUNITY CLUB,
INC.

By: Joan Rye
President

Attest: Vicki L. Buchanan
Secretary

STATE OF TENNESSEE)
) ss
COUNTY OF BLOUNT)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared William A. Crisp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the County Executive of BLOUNT COUNTY, TENNESSEE the within named bargainer, a political subdivision of the State of Tennessee, and that he as such County Executive, executed the foregoing instrument for the purposes therein contained, by signing the name of Blount County, Tennessee, by himself as County Executive.

Witness my hand and official seal of office this 23rd day of APRIL, 1997.

Rhonda Pitts
Notary Public

My Commission Expires:

9-27-97

STATE OF TENNESSEE)
) ss
COUNTY OF BLOUNT)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared BEN COOPER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of ROCKY BRANCH COMMUNITY CLUB, INC., the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at office this 23rd day of APRIL, 1997.

Rhonda Pitts
Notary Public

My Commission Expires:

9-27-97



BLOUNT COUNTY MAYOR

Ed Mitchell

341 Court Street, Maryville, TN 37804-5906

Phone: (865) 273-5700

Fax: (865) 273-5705

Email: emitchell@blounttn.org



TO: Blount County Commission

FROM: Ed Mitchell, Mayor

RE: Recommendations for Budget Committee

DATE: 3/1/16

For the consideration of the full commission, I am submitting my recommendation of the following name to be appointed to serve on the Budget Committee due to Thomas Cole's resignation:

Mike Caylor



Tellico Reservoir Development Agency

165 Deer Crossing, Vonore, TN 37885

Phone: (865) 673-8599 (423) 884-6868 Fax:(423) 884-6869

Email Address: trda@tds.net Web Address:www.Tellico.com

Annual Report 2015

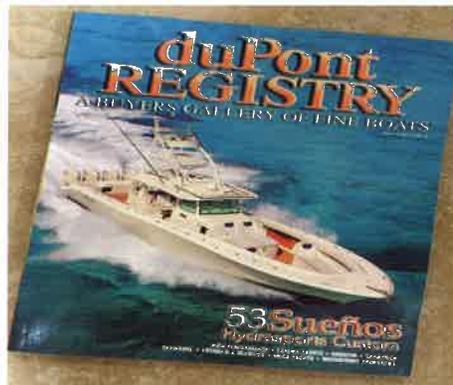
HydraSports Custom Boats Locates in Tellico West



HydraSports Custom is building their 53-foot Sueños, the world's largest, outboard powered, center console boat in their newly acquired facility in Vonore, Tennessee. HydraSports boats started building boats in 1973. Three years ago the company was purchased by two brothers, Elias and Dennis De La Torre who reside in the Florida Keys. The De La Torre brothers have owned and operated a successful marina and boat dealership since 1996. They were the world's largest HydraSports dealer for close to 20 years before buying the iconic brand. They rebranded the company HydraSports Custom Boats. This 53-footer, aptly named Sueños (the

dream) along with 23-foot, 30-foot, 34-foot, and 42-foot models are built in the Vonore facility.

HydraSports Custom operates out of a newly acquired 60,000-



square-foot building which has been refitted with state-of-the-art overhead cranes and highly specialized equipment required to build these vessels. The De La Torre brothers have also purchased the neighboring land behind 23 Excellence Way and the land adjoining this property. Clearing and paving of these additional properties has already begun, thus making way for greater production in the near future. Currently, 40 are employed and over 100 will be employed as this marine campus is completed.

Carlex Glass Expansion



Carlex Glass Company announced in April of this year an expansion which will result in 50 new jobs. Construction is progressing on the 100,000-square-foot expansion of the Tellico West facility which will house a new production line manufacturing laminated side windows for various automobiles.

These new side windows will be manufactured using the same techniques as used to produce windshields. This is an upgrade to side windows as they were

traditionally produced from a single pane of glass. A windshield, and the new side glass, is produced by encasing a sheet of vinyl laminate between a double-pane of glass. The result is a stronger, more soundproof glass which increases safety and noise reduction inside the cabin.

Reduced noise inside the vehicle cabin has been one of the chief demands of auto consumers in recent years. Auto manufacturers attribute this demand to the increased use of electronic devices while operating a vehicle. The new side

window design will help meet this requirement.

Carlex's Vonore facility employs approximately 500 workers. The headquarters and an additional manufacturing facility are located in Nashville and is a subsidiary of Central Glass.

Yamaha Purchases Former TRDA Property for Expansion



Yamaha Jet Boat Manufacturing USA announced in December 2014 plans to invest \$17.7 million in an expansion which is expected to result in 150 new jobs. Yamaha finalized the purchase of the former TRDA office building and Training Center in January 2015 for this purpose. This 36,000-square-foot facility is adjacent to their existing facility in Tellico West.

Renovation of the space began in the spring and is expected to be complete by the end of 2015 with production starting mid- to late 2016.

"Having just completed a plant expansion in 2013, we are excited to continue to invest and grow our production operation in Monroe County," Mike Fishback, general manager of Yamaha Jet Boat Manufacturing USA, said. "We have one of the most innovative boat manufacturing facilities in the world which has enabled Yamaha boats to continue to be the best selling 16-foot to 25-foot family runabout boats in the industry. With the continued strong demand for our products and positive outlook for future growth, this expansion will help us achieve our long term growth objectives. We are proud to help contribute to the economy by creating and sustaining positive long-



term job opportunities."

Yamaha is the largest manufacturer of 19-foot to 24-foot sport boats in the United States.

TRDA Leases Property to U.S. Cellular

TRDA recently entered into a lease agreement with U.S. Cellular for property on Old Slag Road in Vonore.

The property is approximately 10,000 square feet and will house a cellular telephone tower and related building and equipment. U.S. Cellular stated their use of the premises is to construct, operate,

modify as necessary, and maintain a communications antenna tower (including aviation hazard lights when required), an access road and one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission,

reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. The lease term is five years with option for renewal for five additional terms of five years each.

Warehousing USA Purchases Property



In August, TRDA sold 9.1 acres, adjacent to Shoreland'r, to Warehousing USA, LLC. Construction has begun on Phase I, a 35,000-square-foot facility to accommodate the MasterCraft trailer

shop operations. The trailers had previously been built at the building TRDA sold to HyrdaSports Custom Boats. Warehousing USA will lease the building to MasterCraft who will employ 30 to 35 individuals. Phase I

is scheduled to be complete by the end of 2015. Phase II is potentially scheduled to begin in fall 2016 and would double the size of the facility by 2018.

Cleveland State Leases Former Conference Center

Cleveland State Community College (CSCC) is pleased to announce the opening of their off campus center in Vonore, Tennessee, located at 121 Grand Vista, formerly the Tellico West Conference Center. Dr. William Seymour, president of CSCC, stated he is proud to be back in Monroe County and that, while some community colleges were dropping the "community" part of their names, CSCC considers community to be one of the most important parts of the college.

Workforce development training classes will begin in January 2016; however, the center is still under development and will offer certificate and degree programs in the near future. The staff and administration have been busy hosting various events to help determine what educational

programs and services the college can provide in order to meet the needs of the community. In April, a workforce industrial summit was held to bring together representatives of business and industry, economic development, and the local educational system to determine the needs of our local workforce. An advisory committee was formed from these constituents to help specifically identify the area's needs. Also, career pathways and programs are being developed to guide and help students become more aware of the numerous career opportunities in Monroe County. A plan to host a career awareness fair is under development and is planned for the beginning of the new year.

In October CSCC hosted the first complimentary Sciences, Technology, Engineering and Math

(STEM) Camp for middle school students in Monroe County. Approximately 35 students participated. This hands-on experience taught young students about science, technology, engineering, math, teamwork and communication skills in a fun and exciting way. Future STEM camps are planned for the summer.

For more information regarding the Cleveland State Monroe County Center please contact Patty Weaver, Director of Off Campus Centers at (423) 884-2338, 1-800-604-2722 Ext 480 or by email pweaver@clevelandstatecc.edu.

TASS to Operate Wastewater Treatment Plant

In June TRDA relinquished operation of the Tellico West Wastewater Treatment Plant (TWWTP) to Tellico Area Services System (TASS). By agreement, TASS oversees all operations of the TWWTP including scheduling of

laboratory tests and providing certification to the State and Federal authorities that all procedures and standards are followed as to properly operate the plant and maintain certification and license.

The initial term of the agreement

between TRDA and TASS is for one year and will automatically renew annually until TASS assumes ownership of the TWWTP as agreed to by both TASS and TRDA.

Rarity Bay Under New Ownership



Earlier this year Rarity Bay homeowners were introduced to the new owner of Rarity Bay properties, Salem Pointe Capital, LLC. In April a federal judge approved the sale, which includes 172 lots, 11 condominiums, 27 undeveloped acres, and the golf course and clubhouse, to Salem Pointe for \$5.75 million. The sale was a result of the financial difficulties faced by previous owner and developer Mike Ross and Rarity Communities.

Four bids were received for the property and only Salem Pointe's offer met the minimum requirements provided for by the average of three property appraisals valued at \$8.5

million.

Salem Pointe Capital, LLC is a partnership led by Michael Ayres and Sam McCamy III. Mr. Ayres, of Cushman & Wakefield Cornerstone, will oversee management and operations. Mr. McCamy, President of McCamy Construction, will serve as master developer and contractor. Other partners include Doug Yoakley, co-founder of Pershing Yoakley & Associates; Tim Williams, co-founder and President of 21st Mortgage Corp.; Spike McCamy, agent/broker with Sperry Van Ness-R.M. Moore; and Matt Daniels, President and CEO of Apex Bank in Camden, Tennessee.

Currently, there are approximately 500 homeowners in Rarity Bay. The new owners will

continue to work to have Rarity Bay included on best place to retire lists. Rarity Bay was named the 2014 Bliss Award winner for Best Tennessee Community of the Year by Real Estate News.

Sources:

Harrington, C. (2015, April 16). Federal judge approves sale of Rarity Bay properties to Salem Pointe Capital. *Knoxville News Sentinel*. Retrieved from http://www.knoxnews.com/business/federal-judge-approves-sale-of-rarity-bay-properties-to-salem-pointe-capital_35647029

Nolan, A. (2015, May 19). New Rarity Bay owner welcomed. *Knoxville News Sentinel*. Retrieved from http://www.knoxnews.com/business/salem19_21982037

WindRiver Development Update

The last year has been a time of significant growth for WindRiver, the lakefront and golf community located off Highway 321 near Lenoir City. Led by developer Joe Ayres, the 687-acre property along five miles of the Tellico Lake shoreline continues to expand and upgrade its amenities, infrastructure, and real estate offerings. A \$1 million golf course renovation is complete, a \$1.5 million marina upgrade and expansion is nearly finished, and the \$4 million Signature Sports Club and pool complex opened in October. Construction is also underway on The Highlands, a neighborhood of English Country-style homes. Highlights of the activity and improvements occurring at WindRiver include:

Signature Sports Club – Complex features pool, spa, dip pool, tennis courts, pickle ball courts, basketball court, event lawn and facilities.

WindRiver Marina – Upgrades

include 37 new covered slips and 34 new uncovered transient slips.

WindRiver Golf Club – Extensive renovations improved fairway drainage, added tee boxes, and reconstructed every bunker on the course.

WindRiver Golf Club Grill – The new “Top of the Hill Grill” restaurant opened offering lunch service for golfers and guests.

The Highlands – A collection of 12 new residential lots developed to offer single-family homes from mid \$300k. The neighborhood opened with two homes built and one under construction.

Two New Parks – “Highlands Green” and “Highlands Park” are landscaped and maintained common spaces developed as part of the Highlands concept.

Custom Homes – The community has welcomed five new completed custom homes with two more in design review.

Citico’s Restaurant & Club –

The fine dining restaurant celebrated its first anniversary in July and expanded its operating hours.

Brightwater Park – Community received TVA approval for mowing and maintaining a park-like setting for this scenic peninsula.

East Lakeshore Trail – The 26-mile trail system that skirts the eastern shoreline of Tellico Lake now includes new linkages through the WindRiver community.

Neighborhood Seeding Program – This initiative has served to both beautify the surroundings and improve soil stabilization.

Campgrounds Summary



The 2015 camping season was another busy year for the three TRDA campgrounds. Total revenues were up approximately seven percent and virtually all of the seasonal campsites were rented at all three campgrounds. The off season will also be busy with several projects and improvements planned for the campgrounds while they are closed for the winter.

Lotterdale Cove Campground will see construction of a new pavilion between the picnic area and

the beach. Air conditioning is currently being installed in the bathhouses. This has been one of the most frequent requests from the campers because of the extreme temperatures the bathhouses reach in the summer.

At Toqua Campground TRDA plans to add a few small camper cabins to offer a camping experience for those not owning a camper or RV. Also, planning is in progress to build an historical walking trail on

previously unused property. Signs will be erected along this trail which will provide a brief description of early Cherokee settlements and burial mounds which once dotted the area.

At Notchy Creek Campground TRDA will relocate some boat slips at our campers’ request, as well as make infrastructure improvements.

Residential



Industrial



Business Services Center



Board of Directors

- Ed Mitchell, *Chairman*
- Buddy Bradshaw, *Vice Chairman*
- Robert Bettis
- David Black
- Gene Lambert
- Randy Massey
- Jimmy Matlock
- Patty Weaver
- Tim Yates

Ron Hammontree, *Executive Director*



Tellico Reservoir Development Agency
165 Deer Xing
Vonore, Tennessee 37885