

AGENDA
BLOUNT COUNTY BOARD OF COMMISSIONERS
THURSDAY, JANUARY 20, 2005, 7:00 P.M.

- A. **PRAYER** – Rev. Danny Davis, Pastor, Calvary Baptist Church.
- B. **PLEDGE** – Boy Scout Troop 81, First United Methodist Church.
- C. **ROLL CALL.**
- D. **APPROVAL OF MINUTES:**
1. December 16, 2004 meeting.
 2. December 16, 2004 zoning public hearing.
 3. January 11, 2005 zoning public hearing.
- E. **“BEST OF BLOUNT”** –
- F. **INPUT ON ITEMS NOT ON AGENDA.**
- G. **INPUT ON ITEMS ON THE AGENDA.**
- H. **RESOLUTIONS FOR SPECIAL RECOGNITION, MEMORIALS, ETC.**
- I. **ELECTIONS, APPOINTMENTS, AND CONFIRMATIONS:**
1. Approval of Deputy Sheriff and Notary Public bonds and oaths.
 2. Election of Notaries.
 3. Report of Nominating Committee and election of members to boards and committees:
 - a. Jerry Marrow, Bill Judkins, and Daniel Campbell – Jail Inspection Committee.
 - b. Bob Arwood – Courthouse Space Allocation Committee.
 - c. Robert Ramsey, Diane Giffin, and Dave Fugate – Agricultural Extension Committee.
- J. **REPORTS - COUNTY OFFICIALS, STANDING AND SPECIAL COMMITTEES:**
1. Report of Budget Committee:
 - a. Budget transfers:
 - b. Budget increases/decreases:
 - General County Fund - \$75,348.00.
 - General County Fund - \$6,000.00.
 - c. Other Budget Committee items:
 - Initial resolution authorizing one or more loans under one or more loan agreements between Blount County, Tennessee and the Public Building Authority of Blount County, Tennessee in an aggregate principal amount of not to exceed twenty-four million dollars (\$24,000,000).
 - Resolution authorizing one or more loans under one or more loan agreements between Blount County, Tennessee and the Public Building Authority of Blount County, Tennessee in an aggregate principal amount of not to exceed twenty-four million dollars (\$24,000,000) and execution and delivery of one or more loan agreements and other documents relating to said borrowing; providing for the application of the proceeds of said borrowing and the payment of the County's obligations under the loan agreements; consenting to the assignment of the County's obligations under the loan agreements; and approving one or more swap agreements.
 - Resolution to levy a county-wide motor vehicle tax.
 - Resolution requesting the Blount County Senator and Representatives to sponsor legislation in the General Assembly which would amend the public law of the State of Tennessee to allow counties to impose a user's fee on permanent documents to be collected when documents are filed and to sponsor a public act which would authorize Blount County to levy and collect a fee not to exceed \$2.00 on permanent documents filed. This fee would be used exclusively for the Records Management Office.
 - Resolution to allow Blount County Government to enter into a joint agreement with the City of Maryville and City of Alcoa regarding a Geographical Information System.
 - Storm Water Permits.
 2. Report of Public Services Committee.
 3. Report of Intergovernmental Committee.
 4. Report of Education Committee.
 5. Report of Insurance/Risk Management Committee.
 6. Report of Courthouse Space Allocation Committee.
 7. Any other committee reports.
- K. **UNFINISHED BUSINESS.**
1. Discussion regarding the old library request by the Blount Historical Museum Board.
- L. **NEW BUSINESS:**
1. Resolution to adopt the County Financial Management System of 1981.
 2. Resolution regarding setting of agendas for County Commission.

3. Resolution adopting regulations for the sale or delivery or attempted sale or delivery of Ephedrine and Ephedrine related products in the unincorporated areas of Blount County.
4. Discussion and possible action regarding flag poles at the Courthouse.
5. Resolution listing subdivision streets built and approved during the year 2004 to Blount County's official roads list.
6. Discussion and possible action regarding surplus property at William Blount Drive.
7. Designation of parking space at the Courthouse for the Juvenile Court Referee and County Commission.
8. Discussion and possible action to give Alwick Community Club the authority to tear down or renovate the old tenant house located at Alwick School.
9. Resolution to Amend Section 11.5 E. Of The Zoning Resolution of Blount County, Tennessee By Deletion of Requirement That Board of Zoning Appeals Make Decision Within 60 Days of Hearing on Special Exception.
10. Resolution to amend by deletion section 6.2 of the Zoning Resolution of Blount County, Tennessee concerning expansion of non-conforming uses onto newly acquired adjacent property.
11. Resolution to amend section 5.3 of the Zoning Resolution of Blount County, Tennessee concerning length of discontinuance and abandonment in relation to non-conforming uses.
12. Resolution to Amend The Zoning Map of Blount County, Tennessee from S-Suburbanizing to C-Commercial for property described as Blount County Tax Map 56 parcel 114.01 AT 1532 William Blount Drive and parcel 115.00 at 2238 Big Springs Road corner William Blount Drive.

M. ANNOUNCEMENTS AND STATEMENTS.

**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED, that a meeting of the Blount County Board of County Commissioners was held on Thursday, December 16, 2004, at 7:00 pm at the courthouse in Maryville, Tennessee. Ron Dunn, Deputy Sheriff of Blount County, legally opened the Board. Rev. Bob Lawson, Pastor of Armona Baptist Church gave the invocation and Boy Scout Troop 285 led in the pledge to the American Flag.

Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - present	David Graham – present	Kenneth Melton – present
Keith Brock – present	Steve Gray – present	Dan Neubert, Sr. – present
Dennis Cardin – present	Steve Hargis – present	Robert Ramsey – present
Donna Dowdy – present	John Keeble – present	Otto Slater – present
W. C. Evans – present	Bob Kidd – absent	Ernie Tallent – present
Joe Everett – present	Robby Kirkland – present	Shirley Townsend – present
Gary Farmer - present	Jeff McCall – present	Mike Walker – present

There were 20 present and 1 absent. Chairman Ramsey declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: APPROVAL OF MINUTES OF NOVEMBER 18, 2004 MEETING and
APPROVAL OF MINUTES OF DECEMBER 7, 2004 ZONING PUBLIC HEARING.**

Commissioner Brock made a motion to approve the minutes of the meetings. Commissioner Hargis seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: PROCLAMATION HONORING THE ALCOA HIGH SCHOOL TORNADOES FOOTBALL TEAM
FOR THEIR ACCOMPLISHMENTS and
PROCLAMATION HONORING THE MARYVILLE HIGH SCHOOL REBELS FOOTBALL TEAM
FOR THEIR ACCOMPLISHMENTS and
RESOLUTION RECOGNIZING FRANKLIN VICKERY FOR HIS ACCOMPLISHMENTS and
RESOLUTION RECOGNIZING GENE BROWN FOR HIS CONTRIBUTIONS TO BLOUNT
COUNTY.**

Commissioner Walker made a motion to approve the proclamations. Commissioner Cardin seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: “BEST OF BLOUNT.”

Joy Bishop and Carolyn Forster gave a presentation on the proposed Civic Arts Center.

**IN RE: RESOLUTION RESCINDING AND INVALIDATING THE NOVEMBER 18TH REZONING OF HOUSTON MURPHY’S PROPERTY AT 5223 HIGHWAY 411 SOUTH and
REZONING REQUEST FROM THOMAS LOWERY CONCERNING PROPERTY AT 5155 – 5165 HIGHWAY 411 SOUTH and
REZONING REQUEST FROM D. STEVEN EDWARDS CONCERNING PROPERTY AT 5205 HIGHWAY 411 SOUTH and
REZONING REQUEST FROM LONNIE GARNER CONCERNING PROPERTY AT 5141 HIGHWAY 411 SOUTH.**

Commissioner Graham made a motion to move the items to the January Planning Commission meeting for discussion and recommendation to the County Commission at the January meeting. Commissioner Brock seconded the motion.

A roll call vote was taken:

Arwood - aye	Farmer – aye	Kirkland – nay	Tallent - nay
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – nay	Gray – nay	Melton – aye	Walker – nay
Dowdy – aye	Hargis – aye	Neubert – nay	
Evans – aye	Keeble – nay	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – nay	

There were 12 voting aye, 8 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

Commissioner Graham made a motion to reconsider the matter. Commissioner Melton seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

Commissioner Graham made a motion to defer the item to the January County Commission meeting. Commissioner Arwood seconded the motion.

A roll call vote was taken:

Arwood - aye	Farmer – aye	Kirkland – nay	Tallent - nay
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – nay	Gray – nay	Melton – nay	Walker – nay
Dowdy – nay	Hargis – aye	Neubert – nay	
Evans – aye	Keeble – nay	Ramsey – nay	
Everett – aye	Kidd – absent	Slater – nay	

There were 9 voting aye, 11 voting nay, and 1 absent. Chairman Ramsey declared the motion to have failed.

IN RE: RESOLUTION TO ALLOW BLOUNT COUNTY GOVERNMENT TO ENTER INTO AN AGREEMENT WITH FOOTHILLS COMMUNITY DEVELOPMENT CORPORATION TO PROVIDE AFFORDABLE HOUSING FOR LOW-TO-MODERATE INCOME HOME BUYERS IN BLOUNT COUNTY, TENNESSEE.

Commissioner Keeble made a motion to approve the resolution. Commissioner Evans seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION TO APPROVE AND ACCEPT THE BOND AND OATHS OF DEPUTY SHERIFFS, AND THE BONDS AND OATHS OF NOTARIES OF BLOUNT COUNTY, TENNESSEE.

Commissioner Walker made a motion to approve the resolution. Commissioner Gray seconded the motion.

A roll call vote was taken:

Arwood - aye	Farmer – absent	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: ELECTION OF NOTARIES.

Commissioner Hargis made a motion to approve the following as notaries:

Donna Akard	Danita Janson	Jani Perkins
Deborah J. Bean	Kathy A. Johnson	Susan E. Pershing
Charles E. Brown	Ruth E. Johnson	Cheryl Reneau
James B. Carico	Melody L. Jones	Wanda Ridenour
Tracy L. Carico	Pamela McLemore	Maria Shirley
Rebecca Caughron	Melissa Michaels	Heather Stevens
Ann R. Connatser	Kim Minutolo	Kathy Turman
Daphne Cornwell	V. Janette Murphy	Donna L. Watson
Cindy Harmon	Christy D. Myers	
Debra Huskey	Michelle Nesbit	

Commissioner Neubert seconded the motion.

A roll call vote was taken:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	

Evans – aye Keeble – aye Ramsey – aye
Everett – aye Kidd – absent Slater – aye

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: ELECTION OF DANIEL CAMPBELL TO THE JAIL INSPECTION COMMITTEE and
ELECTION OF SHIRLEY TOWNSEND TO THE RECORDS MANAGEMENT COMMITTEE and
ELECTION OF ROBERT REDWINE TO THE BLOUNT MEMORIAL HOSPITAL BOARD OF DIRECTORS and
ELECTION OF PORTIA MCKEE AND MARK CHIPPERFIELD TO THE SMOKY MOUNTAIN CONVENTION AND VISITORS BUREAU and
ELECTION OF BOB ARWOOD TO THE PUBLIC SERVICES COMMITTEE and
ELECTION OF TROY LOGAN TO THE HUMAN RESOURCES COMMITTEE.**

Commissioner Evans made a motion to elect Daniel Campbell to the Jail Inspection Committee, Shirley Townsend to the Records Management Committee, Robert Redwine to the Blount Memorial Hospital Board of Directors, Portia McKee and Mark Chipperfield to the Smoky Mountain Convention and Visitor's Bureau, Bob Arwood to the Public Services Committee, and Troy Logan to the Human Resources Committee. Commissioner Melton seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

IN RE: ELECTION OF TOM HODGE TO THE BLOUNT COUNTY PLANNING COMMISSION AND SUPPORT FOR CARL MCDONALD.

Commissioner Graham made a motion to have a vote of confidence in Carl McDonald as the representative for the City of Maryville on the Planning Commission and to request that the County Mayor renominate him to the Blount County Planning Commission and that Tom Hodge be appointed to the Planning Commission as an at large member replacing Darrell Tipton. Commissioner Melton seconded the motion.

Commissioner Arwood made a motion to amend to separate Mr. Hodge's approval in a separate vote. Commissioner Kirkland seconded the motion.

A voice vote was taken on the motion to amend with Chairman Ramsey declaring the motion to have failed.

A roll call vote was taken on the original motion:

Arwood - nay	Farmer – aye	Kirkland – nay	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – nay
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 17 voting aye, 3 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND - \$34,301.00 and
RESOLUTION TO AMEND GENERAL COUNTY FUND - \$100,000.00 and
RESOLUTION TO AMEND GENERAL COUNTY FUND - \$5,675.00 and
RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND - \$6,145.00 and
RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND - \$73,500.00 and
RESOLUTION TO AMEND GENERAL COUNTY FUND - \$93,556.00 and
RESOLUTION TO AMEND GENERAL COUNTY FUND - \$79,584.22.**

Commissioner Walker made a motion to approve the resolutions. Commissioner Graham seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION TO MATCH GRANT MONEY RECEIVED FROM THE STATE OF TENNESSEE FOR REPAIRS TO THE THOMPSON BROWN HOUSE.

Commissioner Kirkland made a motion to approve the resolution with the funding to come from fund balance and that the repairs be performed by the Public Building Authority. Commissioner Brock seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – nay
Cardin – aye	Gray – nay	Melton – nay	Walker – nay
Dowdy – nay	Hargis – nay	Neubert – aye	
Evans – aye	Keeble – nay	Ramsey – aye	
Everett – nay	Kidd – absent	Slater – aye	

There were 12 voting aye, 8 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

IN RE: PURCHASE OF PROPERTY IN TOWNSEND FOR GREENSPACE.

Commissioner Slater made a motion to approve the purchase and that the County Attorney check for liability. Commissioner Everett seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION AUTHORIZING THE SUBMISSION OF A FY2005 COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE EXTENSION OF WATER LINES TO THE HIGHWAY 129/PUNKIN CENTER AREA OF BLOUNT COUNTY.

Commissioner Hargis made a motion to approve the resolution. Commissioner Tallent seconded the motion.

A voice vote was taken on the motion with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION REQUESTING THE BLOUNT COUNTY SENATOR AND REPRESENTATIVES TO SPONSOR LEGISLATION IN THE GENERAL ASSEMBLY WHICH WOULD AMEND THE GENERAL LAW OF THE STATE OF TENNESSEE TO ALLOW COUNTIES TO IMPOSE A TRANSFER TAX ON DEEDS AND TO SPONSOR A PRIVATE ACT WHICH WOULD AUTHORIZE BLOUNT COUNTY TO LEVY AND COLLECT A FLAT RATE TRANSFER TAX ON DEEDS.

Commissioner Slater made a motion to approve the resolution with a rate of \$425.00 with the funds to be used for school capital construction. Commissioner Everett seconded the motion.

A roll call vote was taken on the motion:

Arwood – nay	Farmer – nay	Kirkland – nay	Tallent - nay
Brock – aye	Graham – aye	McCall – aye	Townsend – nay
Cardin – nay	Gray – nay	Melton – nay	Walker – nay
Dowdy – aye	Hargis – nay	Neubert – nay	

Evans – aye Keeble – nay Ramsey – aye
Everett – aye Kidd – absent Slater – aye

There were 8 voting aye, 12 voting nay, and 1 absent. Chairman Ramsey declared the motion to have failed.

IN RE: RESOLUTION REQUESTING THE BLOUNT COUNTY SENATOR AND REPRESENTATIVES TO SPONSOR THE ENACTMENT OF A PRIVATE ACT BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE AUTHORIZING BLOUNT COUNTY TO LEVY AND COLLECT A PRIVILEGE TAX ON NEW RESIDENTIAL AND NONRESIDENTIAL LAND DEVELOPMENT IN THE COUNTY.

Commissioner Slater made a motion to approve the resolution. Commissioner Brock seconded the motion.

A roll call vote was taken on the motion:

Arwood – nay	Farmer – nay	Kirkland – nay	Tallent - nay
Brock – aye	Graham – nay	McCall – nay	Townsend – nay
Cardin – aye	Gray – nay	Melton – nay	Walker – nay
Dowdy – nay	Hargis – nay	Neubert – nay	
Evans – aye	Keeble – nay	Ramsey – aye	
Everett – nay	Kidd – absent	Slater – aye	

There were 5 voting aye, 15 voting nay, and 1 absent. Chairman Ramsey declared the motion to have failed.

Commissioner Keeble made a motion to use the Adequate Facilities Tax that was voted on at the last meeting with a fee of \$1.00 per square foot residential and .50 per square foot for commercial, with the tax to be collected at the time of occupancy and applied to construction outside the cities of Alcoa and Maryville. Commissioner Gray seconded the motion.

A roll call vote was taken on the motion:

Arwood – nay	Farmer – aye	Kirkland – nay	Tallent - aye
Brock – aye	Graham – aye	McCall – aye	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – nay	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – nay	Kidd – absent	Slater – aye	

There were 16 voting aye, 4 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

Commissioner Gray made a motion that the Legislature be requested to fast track the legislation on the taxes. Commissioner Farmer seconded the motion.

A voice vote was taken on the motion with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION TO CONSTRUCT A NEW POD AT THE BLOUNT COUNTY JUSTICE CENTER.

Commissioner Keeble made a motion that any consideration of a jail pod be tabled until adequate funding for an elementary and high school is obtained. Commissioner Evans seconded the motion.

A voice vote was taken on the motion with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION TO LEVY A COUNTY-WIDE MOTOR VEHICLE TAX

Commissioner Brock made a motion to approve the resolution. Commissioner Melton seconded the motion.

Commissioner Keeble made a motion to amend the amount to \$10.00 for highways. Commissioner Neubert seconded the motion.

A roll call vote was taken on the motion to amend:

Arwood – nay	Farmer – aye	Kirkland – nay	Tallent - nay
Brock – aye	Graham – aye	McCall – aye	Townsend – nay
Cardin – nay	Gray – nay	Melton – aye	Walker – aye
Dowdy – aye	Hargis – nay	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	

Everett – nay Kidd – absent Slater – aye
There were 12 voting aye, 8 voting nay, and 1 absent. Chairman Ramsey declared the motion to amend to have passed.

A roll call vote was taken on the motion as amended:

Arwood – nay	Farmer – aye	Kirkland – nay	Tallent - nay
Brock – aye	Graham – aye	McCall – aye	Townsend – nay
Cardin – nay	Gray – nay	Melton – aye	Walker – aye
Dowdy – aye	Hargis – nay	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 13 voting aye, 7 voting nay, and 1 absent. Chairman Ramsey declared the motion to have failed to get the required two-thirds majority.

IN RE: DISPENSATION OF \$16 MILLION DOLLARS TO THE BLOUNT COUNTY SCHOOLS FOR SCHOOL CONSTRUCTION.

Commissioner Graham made a motion to turn loose of the money for the projects outlined by the School Board with \$11,000,000 for an elementary school, \$1,930,195 for phase 3, \$2,009,089 for other capital projects, \$150,000 for programming for a high school, and the remainder of the total of \$16,000,000 to be used for school capital projects. Commissioner Brock seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – absent	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION TO CREATE A BUILDING CODES DEPARTMENT AND IMPLEMENT PROCEDURES AS RECOMMENDED BY THE BUILDING CODES COMMITTEE.

Commissioner Evans made a motion to approve the resolution. Commissioner Gray seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: REPORTS.

Commissioner Walker made a motion to approve the reports. Commissioner Neubert seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: CHILDREN’S HOME PROPERTY.

Commissioner Keeble made a motion to approve going forward with creating the documents necessary to deed over the portion of the Children’s Home property that they are using and call for a survey. Commissioner Evans seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION ADOPTING REGULATIONS TO PROTECT WATER QUALITY IN THE UNINCORPORATED AREAS OF BLOUNT COUNTY BY PROHIBITING, SUPPRESSING AND PREVENTING THE CONTAMINATION OF STORM WATER BY GRADING, EROSION, AND SEDIMENTATION.

Commissioner Arwood made a motion to approve the resolution. Commissioner Farmer seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION RESCINDING AND INVALIDATING THE NOVEMBER 18TH REZONING OF HOUSTON MURPHY’S PROPERTY AT 5223 HIGHWAY 411 SOUTH.

Commissioner Walker made a motion to table the resolution to the Intergovernmental Committee. Commissioner Brock seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: REZONING REQUEST FROM THOMAS LOWERY CONCERNING PROPERTY AT 5155 – 5165 HIGHWAY 411 SOUTH and REZONING REQUEST FROM D. STEVEN EDWARDS CONCERNING PROPERTY AT 5205 HIGHWAY 411 SOUTH.

No action was taken on the items due to a lack of a motion or second.

IN RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES MARSHALS SERVICE EASTERN DISTRICT OF TENNESSEE AND BLOUNT COUNTY, TENNESSEE, ACTING THROUGH THE ELECTED SHERIFF OF BLOUNT COUNTY, TENNESSEE CONCERNING THE ESTABLISHMENT OF AN AD HOC FUGITIVE TASK FORCE.

Commissioner Neubert made a motion to approve the memorandum of understanding. Commissioner Brock seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: TIME LIMIT ON APPLICATIONS FOR REZONING REQUESTS.

Commissioner Walker made a motion to request that the Planning Commission look into the possibility of a time limit on rezoning requests. Commissioner Graham seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: OLD LIBRARY REQUEST BY THE BLOUNT HISTORICAL MUSEUM BOARD.

Commissioner Arwood made a motion to approve the request. Commissioner Kirkland seconded the motion.

Commissioner Walker made a motion to table the request until next month. Commissioner Evans seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – nay	Tallent - aye
Brock – aye	Graham – aye	McCall – absent	Townsend – nay
Cardin – nay	Gray – aye	Melton – nay	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – nay	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – nay	

There were 12 voting aye, 7 voting nay, and 2 absent. Chairman Ramsey declared the motion to table to have passed.

IN RE: BUSINESS TAX REFUND.

Commissioner Walker made a motion to approve the refund. Commissioner Melton seconded the motion.

A roll call vote was taken on the motion:

Arwood - aye	Farmer – aye	Kirkland – aye	Tallent - aye
Brock – aye	Graham – aye	McCall – absent	Townsend – aye
Cardin – aye	Gray – aye	Melton – aye	Walker – aye
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION DECLARING REAL ESTATE ON WILLIAM BLOUNT DRIVE SURPLUS PROPERTY.

Commissioner Melton made a motion to approve the resolution. Commissioner Everett seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: RESOLUTION TO ALLOW SAFE PASSAGE IN BLOUNT COUNTY, TENNESSEE FOR A CERTAIN VISITOR FROM THE NORTH POLE.

Commissioner Evans made a motion to approve the resolution. Commissioner Farmer seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

IN RE: ADJOURNMENT.

Chairman Ramsey 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 County Commissioners was held on Thursday, December 16, 2004, at 6:50 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - present	David Graham – present	Kenneth Melton – present
Keith Brock – present	Steve Gray – present	Dan Neubert, Sr. – present
Dennis Cardin – present	Steve Hargis – present	Robert Ramsey – present
Donna Dowdy – present	John Keeble – present	Otto Slater – present
W. C. Evans – present	Bob Kidd – absent	Ernie Tallent - present
Joe Everett – present	Robby Kirkland – present	Shirley Townsend – present
Gary Farmer - absent	Jeff McCall – present	Mike Walker – present

There were 20 present and 1 absent. Chairman Ramsey declared a quorum to exist. The following proceedings were held to-wit:

IN RE: PUBLIC HEARING ON A RESOLUTION TO AMEND SECTION 11.5 E. OF THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE BY DELETION OF REQUIREMENT THAT BOARD OF ZONING APPEALS MAKE DECISION WITHIN 60 DAYS OF HEARING ON SPECIAL EXCEPTION.

A public hearing on the resolutions was held.

IN RE: ADJOURNMENT.

Commissioner Walker made a motion to adjourn the meeting. Commissioner Cardin seconded the motion. Chairman Ramsey 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 County Commissioners was held on Thursday, January 11, 2005, at 6:50 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - present	David Graham – present	Kenneth Melton – present
Keith Brock – present	Steve Gray – present	Dan Neubert, Sr. – present
Dennis Cardin – present	Steve Hargis – present	Robert Ramsey – present
Donna Dowdy – present	John Keeble – present	Otto Slater – present
W. C. Evans – present	Bob Kidd – present	Ernie Tallent - present
Joe Everett – absent	Robby Kirkland – present	Shirley Townsend – present
Gary Farmer - present	Jeff McCall – present	Mike Walker – present

There were 20 present and 1 absent. Chairman Ramsey declared a quorum to exist. The following proceedings were held to-wit:

IN RE: PUBLIC HEARING ON A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE FROM S-SUBURBANIZING TO C-COMMERCIAL FOR PROPERTY DESCRIBED AS BLOUNT COUNTY TAX MAP 56 PARCEL 114.01 AT 1532 WILLIAM BLOUNT DRIVE AND PARCEL 115.00 AT 2238 BIG SPRINGS ROAD CORNER WILLIAM BLOUNT DRIVE.

A public hearing on the resolution was held.

IN RE: ADJOURNMENT.

Commissioner Dowdy made a motion to adjourn the meeting. Commissioner Brock seconded the motion. Chairman Ramsey declared the meeting to be adjourned.



PROCLAMATION

Sponsored by: Commissioners Dennis Cardin, Steve Gray, Steve Hargis, David Graham, Donna Dowdy, and Kenneth Melton

A PROCLAMATION RECOGNIZING BEN FARR FOR HIS ACCOMPLISHMENTS.

BE IT PROCLAIMED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 20th day of January, 2005:

WHEREAS, Ben Farr is an eleventh grade student at William Blount High School; and

WHEREAS, Ben Farr is a member of the William Blount Marching Band, William Blount Concert Band, All State East Senior Band Clinic Green Band, Student Council, Beta Club, Track Team, and the Air Force Junior Reserve Officers' Training Corps where he is the Commander of the Kitty Hawk Air Society, Commander of the Color Guard, and is a member of the Flying Knights Drill Team; and

WHEREAS, Ben Farr has received numerous awards including: Who's Who Among American High School Students, William Blount's Best/Scholars, High School Letter Awards for JROTC, English, Math, and Social Studies, and he has received the National Sojourners Award for exhibiting Americanism, the Military Order of World Wars Award for displaying leadership qualities, and a Certificate of Appreciation for Community Service Support of the Tennessee Army National Guard; and

WHEREAS, The Freedoms Foundation at Valley Forge, through the National Awards which includes the George Washington Honor Medal Award, recognizes the exceptional efforts of organizations, individuals, schools and corporations who promote, through words or deeds, an understanding of responsible citizenship; and

WHEREAS, on November 11, 2004, Ben Farr was awarded the George Washington Honor Medal from the Freedoms Foundation at Valley Forge for receiving 1st Place in the Youth Military Essay Category for ROTC for his essay entitled "*Force For Freedom*;" and

WHEREAS, Blount County is proud of the exemplary efforts by Ben Farr in teaching his fellow Americans about the foundations of freedom and by promoting and giving honor to the United States of America and its Armed Forces.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Commissioners of Blount County, Tennessee, assembled in session this 20th day of January, 2005, that the outstanding accomplishments of Ben Farr and his display of leadership in conveying responsibilities of citizenship to all Americans are sincerely appreciated and hereby recognized and honored; and

BE IT FURTHER PROCLAIMED that this proclamation shall be made a part of the official records of the Board of Commissioners of Blount County, Tennessee.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by Commissioners Bob Kidd and Keith Brock

A RESOLUTION TO APPROVE AND ACCEPT THE BOND AND OATHS OF DEPUTY SHERIFFS, AND THE BONDS AND OATHS OF NOTARIES OF BLOUNT COUNTY, TENNESSEE.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 20th day of January, 2005:

WHEREAS, Roy Crawford, Jr., Blount County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "OATHS OF DEPUTY SHERIFFS" have submitted bonds in the required statutory amounts, and have taken their oaths of office; and

WHEREAS, said Roy Crawford, Jr. has certified according to the records of his office that the persons named on the attached listing labeled "NOTARY PUBLIC BONDS AND OATHS" have given approved bonds for the office of Notary Public and have taken their oaths of office.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE:

1. That the persons named on the attached listing labeled "OATHS OF DEPUTY SHERIFFS" are hereby approved for such and the bonds are accepted and their oaths therefor are approved as taken; and
2. That the persons named on the attached listing labeled "NOTARY PUBLIC BONDS AND OATHS" are hereby approved for such and the bonds are accepted and their oaths therefor are approved as taken; and
3. That each such person named on the listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE BLOUNT COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
DATE: JANUARY 20, 2005**

THE FOLLOWING NOTARIES PUBLIC ELECT OF BLOUNT COUNTY APPEARED IN THE COUNTY CLERK'S OFFICE TO RECEIVE THEIR COMMISSIONS DULY SIGNED BY THE HONORABLE PHIL BREDESEN, GOVERNOR, AND COUNTERSIGNED BY APPROVED BOND OF TEN THOUSAND DOLLARS AND QUALIFIED AS BY LAW REQUIRED:

<u>NAME OF NOTARY PUBLIC</u>	<u>DATE QUALIFIED</u>
Lori A. Hawkins	12-09-2004
Jason Scott Alley	12-10-2004
Susan Carver	12-10-2004
R. Leon Shields.....	12-13-2004
Angela Horton	12-13-2004
Charles James Dulin.....	12-14-2004
Charles H. Tillett III	12-14-2004
Deborah L. Barbara.....	12-14-2004
James Harold Ritchey	12-16-2004
R. Carl Shamblin	12-16-2004
Robert M. Davis.....	12-16-2004
Judy M. Perkins	12-16-2004
Belinda J. Folger	12-17-2004
Martha L. Weems.....	12-17-2004
Trenia D. Higdon.....	12-21-2004
Norma J. Henning.....	12-22-2004
Barbara H. Stinnett.....	12-22-2004
Ronald P. Thompson	12-28-2004
Kim Head	12-28-2004
Gregory H. Hicks.....	12-28-2004
Michel E. Rose	12-28-2004
Debra Howard	12-29-2004
Lana Coby	12-29-2004
Terry Bledsoe.....	12-30-2004
Marilyn J. Kirchoff.....	01-05-2005
Melissa L. Dotson	01-05-2005
Elizabeth Mahoney	01-05-2005
Suzanne J. Lambert.....	01-06-2005
Debra K. Chase.....	01-07-2005
Amanda Murphy	01-07-2005
Lana S. Hickey	01-07-2005
Rhonda K. Sallas	01-07-2005
Glynis R. Deloach	01-07-2005
Donna L. Watson	01-11-2005

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE BLOUNT COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
DATE: JANUARY 20, 2005**

<u>Name:</u>	<u>Oath Taken:</u>
Josh Blair	December 16, 2004
Alondra Bowman	December 16, 2004
Rolando Camacho	December 16, 2004
Joni Ann Crisp	December 16, 2004
Cy Cruttenden	December 16, 2004
Christopher P. Hill	December 16, 2004
Stacey Lane	December 16, 2004
Emily Lawson	December 16, 2004
Carol S. Liposky	December 16, 2004
Sam Arthur McCroskey	December 16, 2004
Nathan Payne	December 16, 2004
Travis Sampson	December 16, 2004
Sam N. Tucker	December 16, 2004
Justin McClure	December 16, 2004
Martin Elder	December 16, 2004



BLOUNT COUNTY

Office of the County Clerk

345 COURT STREET, MARYVILLE, TENNESSEE 37804-5906

Roy Crawford, Jr.
County Clerk

Telephone (865) 273-5800
Fax (865) 273-5815

NOTARIES TO BE ELECTED JANUARY 20, 2005

Charles E. Alexander
Michael R. Belcher
Kristen Burgess
Amanda Lea Butler
Melissa L. Cable
Emily Cooper
Nancy B. Costner
Lisa M. Dennis
Brenda Ellison
Melanie R. Ensor
Peggy S. Frazier
Sharon Haggard
Patricia Hatcher
Claire D. Henry
Cheryl Dockery Jones
Janice A. Keyees
Kari D. Lane
Laura Lenear

Billie Jean Lowe
Linda L. Maner
Kim M. Moore
James H. Morgan
Brenda L. Norman
Lisa T. Osborne
April S. Parks
Shannon Phillips
Wendy R. Phillips
Jennifer R. Shirk
John R. Simpson
Leann H. Singleton
Kathryn Slay
Sharon L. Stephens
Brandy J. Swaggerty
Dana R. Swayney
Quita Thorton
Lisa C. Wilburn

FAX 273-5832.

R Honda

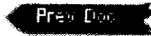
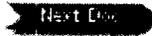
Please Advise The Blount Co. Comm.
THAT DAN Campbell Bill Judkin & Jerry H. Mann
would serve as Jail Inspectors For The year
of 2005

Thank
Jerry H. Mann

41-4-116. Jail inspectors.

- (a) The county legislative body may, at its January term each year, appoint three (3) householders or freeholders, residents of the county, of lawful age, to act as jail inspectors for the ensuing year, or the court may appoint such inspectors at any other time to act for a shorter period.
- (b) The county mayor shall be an ex officio inspector of the jail in each county.
- (c) It is the duty of the inspectors appointed to:
- (1) Visit and examine the county jail at least once each month;
 - (2) Make rules and regulations for the preservation of the health and decorum of the prisoners;
 - (3) Decide all disputes between the jailer and the prisoners;
 - (4) Provide for the restraint, by ironing or segregation of prisoners who offer violence to fellow prisoners or to the jailer or the jailer's assistants, or for attempting to break jail; and
 - (5) Make a report, at each meeting of the county legislative body, of the state and condition of the prisoners and the jail.

[Code 1858, §§ 5425-5427 (deriv. Acts 1826, ch. 45, § 2); Shan., §§ 7436-7438; mod. Code 1932, §§ 12043-12045; impl. am. Acts 1978, ch. 934, §§ 7, 16, 36; modified; T.C.A. (orig. ed.), §§ 41-1116 - 41-1118; Acts 1984, ch. 652, § 1; 2003, ch. 90, § 2.]

Previous DocumentNext Document

STANDING COMMITTEES

1. **Beer Board (Public Services Committee serves as Beer Board)** - Dennis Cardin, Donna Dowdy, David Graham, John Keeble, Bob Kidd, Robby Kirkland, Robert Ramsey, Otto Slater, Shirley Townsend, and (**Geneva Williams Harrison seat**)
- * 2. **Courthouse Space Allocation Committee** - Bob Arwood, Gary Farmer, Robby Kirkland, Dennis Cardin, John Keeble, Kenneth Melton, and Shirley Townsend.
3. **Education Committee**- W. C. (Bob) Evans, David Graham, Steve Hargis, John Keeble, Kenneth Melton and Shirley Townsend.
4. **Human Resources Committee** - Beverley Woodruff, James Berrong, Bill Dunlap, Bob Arwood, Donna Dowdy, Steve Gray, (**Geneva Williams Harrison seat**), Penny Whaley, Gary Farmer, and William Miller.
5. **Information Technology Committee** - Beverley Woodruff, John Herron, W. C. (Bob) Evans, Mike Walker, Roy Crawford, Brian Bell, Keith Hackney, Bill Dunlap, Otto Slater, and Scott Graves.
6. **Insurance/Risk Management Committee** - Mandatory - County Commissioners Keith Brock, Donna Dowdy, David Graham, Jeff McCall, and Mike Walker.
7. **Intergovernmental Committee** - Bob Arwood, Keith Brock, W. C. (Bob) Evans, Joe Everett, Gary Farmer, Steve Gray, Steve Hargis, Jeff McCall, Kenneth Melton, Dan Neubert, Sr., and Mike Walker.
8. **Public Services Committee** - Dennis Cardin, Donna Dowdy, David Graham, John Keeble, Bob Kidd, Robby Kirkland, Robert Ramsey, Otto Slater, Shirley Townsend, and (**Geneva Williams Harrison seat**).

Cardin – aye	Gray – aye	Melton – aye	Walker – pass
Dowdy – aye	Hargis – aye	Neubert – aye	
Evans – aye	Keeble – aye	Ramsey – absent	
Everett – aye	Kidd – aye	Slater – absent	

There were 17 voting aye, 1 passing, and 2 absent. Chairman Pro-Tem McCall declared the motion to have passed.

 **IN RE: STANDING COMMITTEES.**

Commissioner Evans made a motion to approve the recommendation of the Intergovernmental Committee that the membership of standing committees remain the same with the exception that Shirley Townsend will move from the Public Services Committee to the Intergovernmental Committee and that Ernie Tallent be on the Public Services Committee and the Beer Board. Commissioner Keeble seconded the motion.

A roll call vote was taken on the motion:

Brock – aye	Farmer – aye	Kirkland – aye	Tallent - aye
Cardin – aye	Graham – aye	McCall – aye	Townsend – aye
Dowdy – aye	Gray – aye	Melton – aye	Walker – aye
Evans – aye	Hargis – aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – absent	
	Kidd – aye	Slater – absent	

There were 18 voting aye, and 2 absent. Chairman Pro-Tem McCall declared the motion to have passed.

IN RE: CABLE TELEVISION AUTHORITY.

Commissioner Evans made a motion to refer an appointment to the Cable Television Authority back to the Intergovernmental Committee. Commissioner Walker seconded the motion.

A voice vote was taken with Chairman Pro-Tem McCall declaring the motion to have passed

**IN RE: ELECTION OF LLOYD OSTBY TO THE RECORDS COMMISSION BOARD and
ELECTION OF DAVID BLACK TO THE TELLICO RIVER DEVELOPMENT BOARD OF DIRECTORS
and
ELECTION OF JOE DAWSON TO THE BLOUNT COUNTY ECONOMIC DEVELOPMENT BOARD.**

Commissioner Evans made a motion to elect Lloyd Ostby to the Records Commission Board, David Black to the Tellico River Development Board, and Joe Dawson to the Blount County Economic Development Board. Commissioner Melton seconded the motion.

A roll call vote was taken on the motion:

Brock – aye	Farmer – aye	Kirkland – aye	Tallent - aye
Cardin – aye	Graham – aye	McCall – aye	Townsend – aye
Dowdy – aye	Gray – aye	Melton – aye	Walker – aye
Evans – aye	Hargis – aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – absent	
	Kidd – aye	Slater – absent	

There were 18 voting aye, and 2 absent. Chairman Pro-Tem McCall declared the motion to have passed.

**IN RE: APPROVAL OF AUGUST 5, 2004 CITY OF TOWNSEND MUNICIPAL ELECTION and
APPROVAL OF AUGUST 5, 2004 CITY OF FRIENDSVILLE MUNICIPAL ELECTION and
APPROVAL OF AUGUST 5, 2004 COUNTY GENERAL ELECTION and
APPROVAL OF AUGUST 5, 2004 STATE DEMOCRATIC PRIMARY ELECTION and
APPROVAL OF AUGUST 5, 2004 STATE REPUBLICAN PRIMARY ELECTION.**

Commissioner Walker made a motion to approve the results. Commissioner Hargis seconded the motion.

A voice vote was taken on the motion with Chairman Pro-Tem McCall declaring the motion to have passed.

IN RE: BUDGET TRANSFER - GENERAL COUNTY FUND - \$2,640.00.



Extension

Blount County
219 Court Street
Maryville, TN 37804-5917
Phone: (865)982-6430
Fax: (865)982-2027

January 7, 2005

To: Blount Inter-Government Committee
From: James L. McMillion, Jr., County Director
Re: Terms of Agricultural Committee



The terms of the following members of the UT-Blount Agricultural Committee expired on January 1, 2005:

Robert Ramsey
Diane Giffin
Dave Fugate

Robert Ramsey, Diane Giffin and Dave Fugate are all three eligible for reappointment. It is my recommendation that they be reappointed.

If you have questions, please call.

JLM/s

Document 1 of 1**Source:**

Tennessee Code/TITLE 49 EDUCATION /CHAPTER 50 MISCELLANEOUS /PART 1 AGRICULTURAL EXTENSION SERVICES /49-50-104. County agricultural extension committee.

49-50-104. County agricultural extension committee.

- (a) All counties cooperating with the University of Tennessee extension by making an appropriation for extension work shall elect an agricultural extension committee composed of seven (7) members. The committee shall be elected by the county legislative body.
- (b) Three (3) of such members shall be elected from the membership of the county legislative body. There shall be elected to the committee four (4) members who are not members of the county legislative body. Two (2) shall be farmers and two (2) shall be farm women, residing in different civil districts.
- (c) The members shall be elected for terms of two (2) years, except that if there are fewer than four (4) civil districts in a county at least one (1) member shall come from each civil district. Two (2) of the members representing the county legislative body, one (1) farmer and one (1) farm woman, shall be elected in even-numbered years; the other members shall be elected in odd-numbered years. The elections shall be held at the first meeting of the county legislative body of each calendar year. No member may be elected for more than three (3) successive terms. In the event that there is a vacancy on the committee, the county legislative body shall fill such vacancy at its next regular meeting after the vacancy occurs, and the committee member filling the vacancy shall serve during the unexpired term of the member's predecessor.
- (d) The functions of the committee shall be to:
- (1) Act with duly authorized representatives of the University of Tennessee extension in the employment and/or removal of personnel receiving funds from county extension appropriations;
 - (2) Act with duly authorized representatives of the state agricultural extension service in formulating the county extension budget, and serve as liaison between the extension service and the county legislative body on financial and other matters relating to the work;
 - (3) Act in an advisory capacity on county extension program formulation; and
 - (4) Act in an advisory capacity on activities performed in connection with carrying out the program.
- (e) In performing the foregoing functions, the committee shall meet with duly authorized representatives of the University of Tennessee extension on selected dates mutually agreed to by the chair of the committee and the representatives of the University of Tennessee extension during the months of February, May, August and November, and at such other times as may be deemed desirable by a majority of the members of the committee.

[Acts 1929, ch. 81, § 5; mod. Code 1932, § 2545; Acts 1955, ch. 212, § 1; T.C.A. (orig. ed.), § 49-3406; 2004, ch. 517, § 10.]

BUDGET INCREASES/DECREASES

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>BUDGET COMM</u>	<u>VOTE</u>
101 – General County Sheriff’s Department	\$75,348.00	Recommends	4-yes 1-absent
101 – General County General Sessions	\$6,000.00	Recommends	4-yes 1-absent

RESOLUTION No. _____

Sponsored by Commissioners: Otto Slater and Keith Brock

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to place funds in the account from which they were expensed due to the receipt of a reimbursement from the State of Tennessee for in-service training; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 20th day of January 2005, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-449914-00000 Salary Reimbursements.....\$75,348.00

APPROPRIATION:

101-054110-500196-00000 In-Service Training.....\$75,348.00

Duly authorized and approved the 20th day of January 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by Commissioners: Otto Slater and Keith Brock

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds for the purchase of office furniture for the new General Sessions Judge and Secretary; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 20th day of January 2005, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-499998-00000 Fund Balance..... \$6,000.00

APPROPRIATION:

101-053300-500711-00000 Furniture and Fixtures..... \$6,000.00

Duly authorized and approved the 20th day of January 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

OTHER BUDGET ITEMS

(COMMISSION ACTION NEEDED)

<u>ITEM</u>	<u>BUDGET COMM</u>
1. Debt Instruments for funding of Schools	Recommends
2. Highway Capital Wheel Tax	Recommends
3. An Act to amend TCA Title 10, Chapter 7, Part 4 relative to Public Records	Recommends
4. Inter-Local Agreement regarding GIS	Recommends
5. Storm Water Permits	Recommends

Resolution No. _____

Sponsored by Commissioners: Otto Slater and Keith Brock

The Board of County Commissioners of Blount County, Tennessee, met in regular session on January 20, 2005 at 7:00 p.m. at the Blount County Courthouse, Maryville, Tennessee, with Robert L. Ramsey, Chairman, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present Beverley Woodruff, the County Mayor.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____, and after due deliberation, was adopted by the following vote:

AYE:

Roll Call:

NAY:

INITIAL RESOLUTION AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-FOUR MILLION DOLLARS (\$24,000,000).

WHEREAS, the Board of County Commissioners of Blount County, Tennessee (the "County") has determined that it is necessary and advisable to borrow funds and incur indebtedness for certain public improvements as more fully set forth herein; and

WHEREAS, pursuant to Section 9-21-205 and Section 12-10-115(a)(2), Tennessee Code Annotated, prior to obtaining of loans for said purposes, it is necessary to adopt an initial resolution authorizing said loans.

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

1. For the purpose of providing funds for the (i) acquisition, construction, improvement, renovation, repair and equipping of schools; (ii) payment of funds to the Cities of Alcoa and Maryville to be used for capital improvements to the educational facilities of their respective school systems; (iii) acquisition, construction, improvement, renovation, repair and equipping of other County buildings; (iv) construction, improvement, paving, equipping and repair of streets, bridges and roads; (v) acquisition of equipment and vehicles for the public safety and public works departments; (vi) acquisition of all property, real and personal, appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (viii) payment of capitalized interest during construction and for up to six months thereafter (collectively, the "Projects"), and for the payment of costs incident to the obtaining of the loans hereinafter described and of the bonds issued to fund said loans, the County is hereby authorized to borrow money and incur indebtedness in an aggregate principal amount of not to exceed \$24,000,000 by obtaining one or more loans from and entering into one or more loan agreements with the Public Building Authority of Blount County, Tennessee. The indebtedness incurred pursuant to the issuance of each loan agreement shall bear interest at a rate or rates not to exceed the maximum rate permitted by law and shall be payable from ad valorem taxes to be levied on all taxable property within the County.

2. The County Clerk of the County is hereby authorized and directed to cause the foregoing resolution to be published in full in a newspaper having a general circulation in the County for one issue of said paper followed by the following notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting entering into loan agreements, as above described, such loan agreements will be executed and delivered as proposed.

Roy Crawford, County Clerk

3. This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Adopted and approved this 20th day of January 2005.

/s/ _____
Chairman

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy Crawford, certify that I am the duly qualified and acting County Clerk of Blount County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on January 20, 2005; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$24,000,000 general obligation indebtedness of the County.

WITNESS my official signature and seal of said County on this the 20th day of January 2005.

/s/ _____
County Clerk

(SEAL)

Resolution No. _____

Sponsored by Commissioners: Otto Slater and Keith Brock

The Board of County Commissioners of Blount County, Tennessee, met in regular session on January 20, 2005 at 7:00 p.m. at the Blount County Courthouse, Maryville, Tennessee, with Robert L. Ramsey, Chairman, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present Beverley Woodruff, the County Mayor.

After the meeting was duly called to order, the following resolution authorizing various swap agreements and the attached Exhibits A and B representing the requests to and report from the State Director of Local Finance were introduced by _____, seconded by _____, and after due deliberation, was adopted by the following vote:

AYE:

Roll Call:

NAY:

A RESOLUTION AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-FOUR MILLION DOLLARS (\$24,000,000) AND EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID BORROWING; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS; CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS; AND APPROVING ONE OR MORE SWAP AGREEMENTS.

WHEREAS, counties in the State of Tennessee are authorized to finance certain public works projects by the issuance of bonds, notes or other obligations; and

WHEREAS, it is hereby determined by the Board of County Commissioners of Blount County, Tennessee (the "County") to be in the best interest of the County to finance the (i) acquisition, construction, improvement, renovation, repair and equipping of schools; (ii) payment of funds to the Cities of Alcoa and Maryville to be used for capital improvements to the educational facilities of their respective school systems; (iii) acquisition, construction, improvement, renovation, repair and equipping of other County buildings; (iv) construction, improvement, paving, equipping and repair of streets, bridges and roads; (v) acquisition of equipment and vehicles for the public safety and public works departments; (vi) acquisition of all property, real and personal, appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (viii) payment of capitalized interest during construction and for up to six months thereafter (the "Projects"); (ii) payment of costs of issuance and sale of the Bonds (as defined below) and the Loan Agreements (as defined below); and

WHEREAS, it has been determined to be in the best interest of the County to finance the Projects through a program known as the Tennessee Local Government Alternative Loan Program (TN-LOANSSM) underwritten by Morgan Keegan & Company, Inc. (the "Underwriter"), through the issuance by The Public Building Authority of Blount County, Tennessee established pursuant to the provisions of Tennessee Code Annotated Sections 12-10-101 et seq., (the "Act") (the "Authority") of its Local Government Public Improvement Bonds (the "Bonds") in one or more series (each, a "Series") in the aggregate principal amount of not to exceed \$24,000,000 and the loan of the proceeds thereof to the County pursuant to one or more loan agreements between the Authority and the County (the "Loan Agreements"); and

WHEREAS, an initial resolution proposing one or more loans from the Authority in a principal amount not to exceed \$24,000,000, the proceeds of which shall be used for the purposes hereinabove set forth, has been adopted and together with the notice required by Section 12-10-115 and Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the County shall pledge a tax authorized by Section 12-10-115, Tennessee Code Annotated, as amended, to be levied annually to the repayment of the amounts due under each Loan Agreement authorized herein; and

WHEREAS, it is the intent of the Governing Body that all or a portion of the aggregate principal amount of loans authorized hereunder may be borrowed pursuant to one or more Loan Agreements bearing interest at a variable rate of interest or bearing interest at a fixed rate of interest, as more fully described herein; and

WHEREAS, the Bonds are to be secured by and contain such terms and provisions as are set forth in an Indenture of Trust, as supplemented (the "Indenture") entered into between the Authority and Regions Bank or such other trustee designated by the Authority; and

WHEREAS, in order to reduce its exposure to changes in interest rates, the Authority upon request of the County, may enter into a Swap Agreement (as defined in this Resolution) with respect to all or a portion of the Bonds relating to the Loan Agreements authorized hereunder, resulting in payment of a fixed rate to a Swap Counterparty (as defined in the form of the Loan Agreement authorized hereunder) and a variable rate to be paid by the Swap Counterparty; and

WHEREAS, the County and the Authority have submitted a request for a report of compliance with respect to the proposed Swap Agreements identified above to the State Director of Local Finance as required by the Guidelines and by Tennessee Code Annotated, Section 12-10-111 and Section 12-10-116, which report has been filed with the County Clerk and shall be included in the record of this meeting as Exhibit A attached hereto; and

WHEREAS, the State Director has issued his report of compliance with respect to the proposed Swap Agreements in connection with the Bonds relating to the Loan Agreements authorized hereunder, which report has been filed with the County Clerk and shall be included in the record of this meeting as Exhibit B attached hereto; and

WHEREAS, there has been presented to this meeting the form of the Loan Agreement, which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended and the form of the following documents: (1) International Swap Dealers Association, Inc. ("ISDA") Master Agreement; (2) Schedule to Master Agreement; (3) Confirmation for a rate swap transaction; (4) ISDA Credit Support Annex; (5) Financial

Guaranty Insurance Policy for Swap Agreement; and (6) Financial Guaranty Insurance Policy for Swap Agreement (Counterparty Payment Policy) (collectively, a "Swap Agreement"); and

WHEREAS, for the purposes of authorizing one or more loans from the Authority, the execution and delivery of one or more Loan Agreements by the County, the pledging of the County's full faith and credit for the payment of its obligations under each Loan Agreement, approving the assignment of such pledge to secure each related Series of Bonds, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of each Series of Bonds, and approving the terms and conditions of one or more Swap Agreements, the Board of County Commissioners of the County adopts this Resolution.

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

Section 1. Approval of Loans. (a) For the purpose of providing funds to finance the costs of the Projects and to pay costs incident to the issuance and sale of each Series of Bonds and each related Loan Agreement, and make and receive the loans herein authorized, there is hereby authorized one or more loans (each, a "Loan") from the Authority in an aggregate principal amount not to exceed \$24,000,000.

(b) One or more Series of Bonds may be issued initially either as bonds bearing interest as an auction rate security ("ARS") or variable rate bonds with the interest rate established either daily, weekly or short-term period (the "Daily Rate", "Weekly Rate" and "Short-Term Period", respectively, as defined in the Loan Agreement) at the then market rate for obligations with similar credit quality, all as provided in the Indenture and each Loan Agreement. The County Mayor, in consultation with the Finance Director, is hereby authorized to enter into one or more Loan Agreements for all or any portion of the total loan amount

authorized hereunder, bearing interest at a variable rate of interest, including ARS, as the County Mayor, in consultation with the Finance Director, shall determine is in furtherance of the objectives of the County, taking into account the existing debt structure of the County and the sources of payment.

(c) One or more Series of Bonds may be issued initially bearing interest at a fixed rate of interest ("Fixed Rate Bonds"). The fixed rate of interest shall be established by the Underwriter pursuant to a Master Bond Purchase between the Underwriter and the Authority, as supplemented by a Supplemental Bond Purchase Agreement among the Governing Body, the Underwriter and the Authority and a supplemental indenture between the Authority and the Trustee. The County Mayor is authorized to execute such Supplemental Bond Purchase Agreement for the sale of a related Series of Bonds at a price of not less than 98% of the par amount of such Series of Bonds, excluding original issue discount, in accordance with the provisions of this resolution and to enter into one or more Loan Agreements for all or any portion of the total loan amounts authorized hereunder bearing interest at a fixed rate as the County Mayor, in consultation with the Finance Director, shall determine is in furtherance of objectives of the County, taking into consideration the existing debt structure of the County and sources of payment.

(d) The County shall make payments of interest in the amounts and on the dates as set forth in each Loan Agreement and the Indenture, at a rate or rates not in excess of the maximum rate of interest permitted by applicable law. Each Loan shall be payable as to principal over a period not to exceed thirty-five (35) years from the date of execution of each Loan Agreement. The final dates, original interest rate mode (as set forth above), and amortization of principal amounts of each Loan may be established by the County Mayor as shall be determined by the

County Mayor, in consultation with the Finance Director, to be in the best interests of the County, in accordance with the terms of this resolution and each Loan Agreement.

Section 2. Interest Rate Conversion. At any time while any Loan remains outstanding, each Loan and the Series of Bonds issued in connection therewith, may, in whole or in part, to the extent permitted by applicable law, be converted from one Rate Period (as defined in the Loan Agreement) to the other interest Rate Periods permitted and as provided in each related Loan Agreement and in the Indenture (which conversion may include such put features relative to any Series of the Bonds as the Indenture may permit) at the direction of the County Mayor and County Clerk and no further action shall be required by the Board of Commissioners.

Section 3. Approval of Loan Agreements. The form, terms and provisions of each Loan Agreement which have been presented at this meeting are hereby approved and the County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver each Loan Agreement in the name and on behalf of the County. Each Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the County Mayor and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of each Loan Agreement, the County Mayor and County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Loan Agreement as executed.

To the extent any Loan Agreement can be designated as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), it shall be so designated in the Loan Agreement.

Section 4. Pledge of Taxes. The County hereby covenants and agrees, through its governing body, to annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay when due the annual amounts payable by the County under each Loan Agreement as and when they become due and payable and to pay any expenses of maintaining and operating the Projects required to be paid by the County under the terms of each Loan Agreement and, for such purposes, the County hereby pledges such tax and the full faith and credit of the County to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately reduced to the extent of funds appropriated by the governing body of the County to the payment of the amounts described above from other revenues of the County. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under each Loan Agreement falling due at any time when there are insufficient funds from the tax levy on hand shall be paid from current funds of the County and reimbursement therefore should be made out of the taxes hereby provided to be levied when the same shall have been collected.

Section 5. Approval of Bonds. For the purpose of providing funds to make each Loan to the County, as provided herein and in each Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto including costs incident to the issuance and sale of each Series of Bonds related to a Loan Agreement, the issuance and sale of each Series of Bonds by

the Authority in connection with a Loan Agreement is hereby approved and allocation of such Series of Bonds to the County for purposes of Section 265 of the Code is hereby accepted.

Section 6. Approval of Swap Agreements. As authorized by the applicable provisions of the laws of the State of Tennessee, the guidelines of the Funding Board, and the report of the State Director of Local Finance attached hereto as Exhibit B, the County hereby determines it to be in the best interests of the County to reduce its exposure to changes in interest rates by authorizing and approving the execution and delivery by the Authority of one or more Swap Agreements in connection with all or any portion of any Series of Bonds related to a Loan Agreement authorized hereunder, in substantially the form of the International Swap Dealers Association, Inc. Swap Agreement, the form of which is presented to this meeting, with one or more financial institutions whose debt or claims-paying ability is rated, or is, collateralized, guaranteed or insured by an entity whose debt or claims-paying ability is rated "A" or better by Standard & Poor's or Moody's Investors Service (the "Swap Counterparty" or "Loan Swap Counterparty") in a notional amount which in the aggregate does not exceed the principal amount of such Series of Bonds declining in accordance with the amortization schedule for such Series of Bonds, having a term not longer than the final maturity of such Series of Bonds, and in the case of a Series of Bonds bearing interest at a variable rate, providing for a fixed rate not to exceed six percent (6.00%) payable by the County through the Authority and a variable rate payable by the Swap Counterparty based on (i) BMA Municipal Swap Index, (ii) the rate on the Series of Bonds to which the Swap Agreement relates (iii) the rate on the Series of Bonds to which the Swap Agreement relates, plus Additional Payments (as defined in the Indenture), (iv) LIBOR or a percentage thereof or (v) such other index or method to be approved by the Chairman or Vice-Chairman of the Authority.

In accordance with applicable provisions of the laws of the State of Tennessee, the guidelines of the Funding Board and the report of the State Director of Local Finance attached hereto as Exhibit B, the County Mayor and the County Clerk on behalf of the County are hereby authorized, empowered and directed hereunder to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of a Swap Agreement as it relates to any Series of Bonds issued in connection with such Loan Agreement. With respect to a Swap Agreement, the delivery of a certificate executed by the County Mayor and the County Clerk, which may be the Confirmation of the Swap Agreement approving the terms and conditions of the Swap Agreement, shall constitute conclusive evidence of their approval of the final terms and conditions of the Swap Agreement and, to the extent permitted by applicable law, no further action shall be required by the County Commission. Payments to be made under each Swap Agreement shall be made from payments required to be made under the Loan Agreement. Morgan Keegan & Company, Inc. and the Program Administrator are hereby authorized to negotiate the terms and conditions of each Swap Agreement in conformance with the terms of this Resolution, subject to confirmation by the County Mayor and County Clerk, as set forth above.

Section 7. Official Statement. The County Mayor and the County Clerk, or either of them, working with the Underwriter and the Authority, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing each Series of Bonds related to a Loan Agreement of the County. After the Bonds have been sold, the County Mayor and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete

it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Count Clerk, or either of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven business days after sale of a Series of Bonds for delivery, by the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter initially sells the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, as to the information relating to the County and the Series of Bonds related to the County's Loan Agreement, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 8. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for any Series of Bonds issued for a Loan Agreement of the County. The County Mayor is authorized to execute an agreement for the benefit of and enforceable by the owners of such Series of Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners

of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 9. Consent to Assignment. The County hereby consents to the assignment pursuant to the Indenture of all the Authority's right, title and interest under each Loan Agreement as security for the Series of Bonds to which such Loan Agreement relates.

Section 10. Additional Authorizations. All acts and doings of the County Mayor and County Clerk of the County and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of each Series of Bonds and the execution and delivery of each Loan Agreement and each Swap Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 11. Multiple Borrowings. The Loans authorized in Section 1 hereof, the Loan Agreements authorized in Section 3 hereof and the Bonds approved in Section 5 hereof may be executed and delivered in combination with other Loans, Loan Agreements and Bonds hereafter authorized by the County through the TN-LOANSsm Program.

Section 12. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 13. Reimbursement. This resolution shall serve as a notice of intent to reimburse for certain expenditures for up to \$24,000,000 as defined in accordance with the requirements of final regulations applicable thereto as promulgated by the United States Department of Treasury.

Section 14. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 20th day of January 2005.

/s/ _____
Chairman

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy Crawford, certify that I am the duly qualified and acting County Clerk of Blount County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on January 20, 2005; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$24,000,000 general obligation indebtedness of the County.

WITNESS my official signature and seal of said County on this the 20th day of January 2005.

/s/

County Clerk

(SEAL)



Blount County, Tennessee
Cash Flow
\$24 Million approval
January, 2005

2005 Needs		
Elementary School	\$ 3,473,000	
Phase III Capital	2,000,000	
Other Capital Needs	<u>2,100,000</u>	
Total School Cash Needed		\$ 7,573,000
Split w/ Cities	<u>\$ 4,049,143</u>	
Total Projected Bond 2005		<u>\$ 11,622,143</u>
2006 Needs		
Elementary School	\$ 7,527,000	
Contingency	<u>538,424</u>	
Total School Cash Needed		\$ 8,065,424
Split w/ Cities	<u>\$ 4,312,433</u>	
Total Projected Bond 2006		<u>\$ 12,377,857</u>
Total Bonds 2005-2006		<u>\$ 24,000,000</u>

Fiscal Year 2004 - 2005

		2005											
		JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN
First Elementary													
Design	\$435,000				0.073	0.084	0.083	0.083	0.0607	0.0288	0.0075	0.0075	0.0075
Construction	\$3,038,000	\$3,473,000								0.6692	0.7896	0.7896	0.7896
Monthly Totals (In Millions)			0	0	0	0.073	0.084	0.083	0.083	0.0607	0.698	0.7971	0.7971
FY 05 Year Total	\$3,473,000												0.7971

Fiscal Year 2005 - 2006

		2006											
		JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN
First Elementary													
Design	\$75,000		0.0075	0.0075	0.0075	0.0075	0.0075	0.0075	0.0075	0.0075	0.0075	0.0075	0.0075
Construction	\$7,452,000	\$7,527,000	0.7896	0.7896	0.7896	0.7896	0.7896	0.7896	0.7896	0.7896	0.7896	0.7896	0.3456
Monthly Totals (In Millions)			0.7971	0.7971	0.7971	0.7971	0.7971	0.7971	0.7971	0.7971	0.7971	0.7971	0.3531
FY 06 Year Total	\$7,527,000												0

Fiscal Year 2006 - 2007

		2007											
		JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN
First Elementary													
Design	\$0												
Construction	\$0												
Monthly Totals (In Millions)			0	0	0	0	0	0	0	0	0	0	0
FY 07 Year Total	\$0												

Elementary Total \$11,000,000

High School Total

\$0





\$_____

LOAN AGREEMENT
(SERIES _-_-)

DATED AS OF _____, 20__

BETWEEN

THE PUBLIC BUILDING AUTHORITY
OF BLOUNT COUNTY, TENNESSEE

AND

BLOUNT COUNTY, TENNESSEE

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LOAN AGREEMENT

This Loan Agreement is made and entered into as of the first day of _____, 20__, by and between THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), and BLOUNT COUNTY, TENNESSEE (the "Borrower").

WITNESSETH:

WHEREAS, the Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated (the "Act"), to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by an incorporated city or town, county, metropolitan government, school district or other municipal governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof; and

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the [insert project description] (collectively, the "Projects"); and

WHEREAS, under Tennessee law, the Borrower is authorized to issue its bonds, notes, interim certificates or other obligations to finance the Projects; and

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

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

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Local Government Public Improvement Bonds, Series _-_- (the "Series _-_- Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain Indenture of Trust dated as of _____, 20__, as supplemented by Series _-_- Supplemental Indenture of Trust, dated as of _____, 20__ (the "Indenture"), between the Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the "Trustee"), and deposit the proceeds from the sale of the Series _-_- Bonds with the Trustee to be disbursed in the manner and for the purposes set forth in the Indenture, all as more fully provided therein.

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

ARTICLE I
Definitions

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

"AA Composite Commercial Paper Rate" means, as of any date of determination, the interest equivalent of the 30-day rate on financial commercial paper placed on behalf of issuers whose corporate bonds are rated "AA" by S&P, or the equivalent of such rating by S&P or another nationally recognized securities rating agency, as such 30-day rate is made available on a discount basis or otherwise by the Federal Reserve Bank of New York for the Business Day immediately preceding such date of determination. If, however, the Federal Reserve Bank of New York does not make available any such rate, then the "AA" Composite Commercial Paper Rate shall mean, as of any date of determination, the arithmetic average of the interest equivalent of the 30-day rate on commercial paper placed on behalf of such issuers, as quoted to the Auction Agent or the Trustee, as the case may be, on a discount basis or otherwise, by the Commercial Paper Dealer, as of the close of business on the Business Day immediately preceding such date of determination. If there is more than one Commercial Paper Dealer and any Commercial Paper Dealer does not quote a commercial paper rate required to determine the "AA" Composite Commercial Paper Rate, the "AA" Composite Commercial Paper Rate shall be determined on the basis of the quotation or quotations furnished by the remaining Commercial Paper Dealer or Commercial Paper Dealers. For purposes of this definition, the "interest equivalent" of a rate stated on a discount basis (a "discount rate") for commercial paper of a given day's maturity shall be equal to the product of (i) 100 multiplied by (ii) the quotient (rounded upward to the next higher one thousandth (.001) of 1%) of (x) the discount rate (expressed in decimals) divided by (y) the difference between (1) 1.00 and (2) a fraction, the numerator of which shall be the product of the discount rate (expressed in decimals) multiplied by the number of days from (and including) the date of determination to (but excluding) the date on which such commercial paper matures and the denominator of which shall be 360.

"Act" means Chapter 10, Title 12, Tennessee Code Annotated.

"Additional Payments" means the payments required to be made by the Borrower pursuant to Section 3.02 hereof.

"Adjustment Date" means each Business Day for the Daily Period and the first day of each Weekly Period, each Short-Term Period and each Medium-Term Period.

"Administrator" means TN-LOANS Program Administrators, Inc., Knoxville, Tennessee, or any successor appointed by the Authority and serving in the capacity as Administrator under the Program Administration Agreement.

"After-Tax Equivalent Rate" means, on any date of determination, the interest rate per annum equal to the product of (i) the "AA" Composite Commercial Paper Rate on such date and (ii) 1.00 minus the Statutory Corporate Tax Rate on such date.

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

"ARS Bonds" means, on any date, the Series _-_- Bonds when bearing interest at the Applicable ARS Rate as provided in Article III of the Indenture and the Auction Procedures applicable thereto.

"ARS Interest Payment Date" means, with respect to the Series _-_- Bonds in the initial 35-day Auction Period, the first day of each June and December, commencing December 1, 2003, each Conversion Date and on Maturity, and thereafter means, as specified in the Supplemental Indenture, any notice of Conversion, or notice of change in Auction Period pursuant to Section 3.10 of the Supplemental Indenture and Section 2.07(b) hereof: (i) the Business Day immediately following each Auction Period for such Series of ARS Bonds, each Conversion Date and on Maturity; (ii) each March 1, June 1, September 1 and December 1, each Conversion Date and on Maturity; or (iii) each June 1 and December 1 and on Maturity.

"ARS Interest Period" means the period commencing on and including an ARS Rate Adjustment Date and ending on but excluding the next succeeding ARS Rate Adjustment Date or Conversion Date or ending on Maturity; provided, that the first ARS Interest Period within each ARS Rate Period shall commence on and include the Closing Date or the Conversion Date, as the case may be, with respect to the Series _-_- Bonds.

"ARS Maximum Rate" means, on any date of determination, the interest rate per annum equal to the lesser of (i) the Applicable Percentage of the higher of (A) the After-Tax Equivalent Rate on such date and (B) the Index on such date, and (ii) 18% per annum; provided, that in no event shall the ARS Maximum Rate be more than the Maximum Lawful Rate.

"ARS Rate Adjustment Date" means any date on which the rate of interest borne by the Series _-_- Bonds is subject to change which shall be the first day of each ARS Interest Period for such Series of ARS Bonds.

"Auction Agent Agreement" means the Auction Agent Agreement dated as of _____, 20__ between the Trustee and Deutsche Bank Trust Company Americas, and any amendment or supplement thereto, and any substitute or additional Auction Agent Agreement authorized under the Indenture.

"Auction Period" means (i) with respect to the Series _-_- Bonds while ARS Bonds in a seven-day mode, any of (A) a period, generally of seven days, beginning on and including a Monday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Sunday) and ending on and including the Sunday thereafter (unless such Sunday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (B) a period, generally of seven days, beginning on and including a Tuesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Monday) and ending on and including the Monday thereafter (unless such Monday is not followed by a Business Day, in which case ending

on and including the next succeeding day which is followed by a Business Day), (C) a period, generally of seven days, beginning on and including a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on and including the Tuesday thereafter (unless such Tuesday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (D) a period, generally of seven days, beginning on and including a Thursday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Wednesday) and ending on and including the Wednesday thereafter (unless such Wednesday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day) or (E) a period, generally of seven days, beginning on and including a Friday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Thursday) and ending on and including the Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day) and (ii) with respect to the Series ___ Bonds while ARS Bonds in a 35-day mode, any of (A) a period, generally of 35 days, beginning on and including a Monday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Sunday) and ending on and including the fifth Sunday thereafter (unless such Sunday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (B) a period, generally of 35 days, beginning on and including a Tuesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Monday) and ending on and including the fifth Monday thereafter (unless such Monday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (C) a period, generally of 35 days, beginning on and including a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on and including the fifth Tuesday thereafter (unless such Tuesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (D) a period, generally of 35 days, beginning on and including a Thursday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Wednesday) and ending on and including the fifth Wednesday thereafter (unless such Wednesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day) or (E) a period, generally of 35 days, beginning on and including a Friday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Thursday) and ending on and including the fifth Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day); provided, however, that the initial Auction Period with respect to the Series ___ Bonds shall begin on and include the Closing Date, and that in the event of a Conversion of the Series ___ Bonds from another Interest Rate Period to an ARS Rate Period the initial Auction Period following such Conversion shall begin on and include the Conversion Date.

"Auction Procedures" means the provisions set forth in Section 2 of the Auction and Settlement Procedures set forth in Exhibit B to the Auction Agent Agreement.

"Auction Rate" means, with respect to the interest rate on the Series _-_- Bonds while ARS Bonds, the rate of interest per annum that results from implementation of the Auction Procedures, and determined as described in Section 2(c)(ii) of the Auction Procedures; provided, however, that the Auction Rate shall not exceed the ARS Maximum Rate.

"Authority" means The Public Building Authority of Blount County, Tennessee, and any successor to its functions hereunder.

"Authorized Authority Representative" means the Chairman, Vice-Chairman, Secretary or Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the Authority, a copy of which is filed with the Trustee, to perform such act or execute such document.

"Authorized Borrower Representative" means the County Mayor and County Clerk of the Borrower, and any such other person from time to time authorized to act in behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Trustee, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the person or persons so designated.

"Authorized Investments" means any of the following, which at the time of investment are authorized pursuant to State law:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U. S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;
- Federal Financing Bank

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated "AAA" by Standard & Poor's Ratings Group ("S&P") and "Aaa" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC);
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other agencies sponsored by the United States government and approved by Ambac Assurance;

(d) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 calendar days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 calendar days after the date of purchase;

(f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

(g) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or (ii)(A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow fund consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal Obligations rated "Aaa/AAA" or general obligation of states with a rating of at least "A2/A" or higher by both Moody's and S&P;

(i) Investment Agreements approved in writing by the Bond Insurer with respect to each Series of Bonds for which it provides Bond Insurance, and the Bank with respect to each Series of Bonds for which it provides a Standby Bond Purchase Agreement (in each case as applicable as indicated by the Administrator in writing to the Trustee with respect to a Series of Bonds) supported by opinions of counsel as to their due execution, delivery and

enforceability, with notice to each Rating Agency having assigned a rating to the Series of Bonds;

(j) The Local Government Investment Pool ("LGIP") authorized under Sections 9-4-701 et seq., Tennessee Code Annotated; and

(k) Other forms of investments approved by the Bond Insurer with respect to each Series of Bonds for which it provides Bond Insurance, and the Bank with respect to each Series of Bonds for which it provides a Standby Bond Purchase Agreement (in each case as applicable as indicated by the Administrator in writing to the Trustee with respect to a Series of Bonds) with notice to each Rating Agency having assigned a rating to such Series of Bonds.

"Value" of the Authorized Investments shall be determined as of the end of each month, and shall be calculated as follows:

(a) For securities: (1) the closing bid price quoted by Interactive Data Systems, Inc., or (2) a valuation performed by a nationally recognized and accepted pricing service acceptable to Ambac Assurance whose reduction method consists of the composite average of various bid price quotes on the valuation date; or (3) the lower of two dealer bids on the valuation date; however, the dealers and their parent holding companies must be rated at least investment grade by Moody's and S&P and must be market makers in the securities being valued;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the Authority, the Trustee and the Bond Insurer.

"Bank" means with respect to any Standby Bond Purchase Agreement, the bank or banks (and any agent on behalf of such banks) entering into such Standby Bond Purchase Agreement, and, in each case, their successors and assigns in such capacity. In the case of any Standby Bond Purchase Agreement with more than one bank, references herein to the "Bank" shall be deemed to refer to any agent acting on behalf of the banks.

"Bank Bond Term Date" means with respect to Series _-_- Bonds that are Bank Bonds, that date which is the earlier of the Stated Expiration Date, the Purchase Termination Date or the Series Purchase Termination Date.

"Bank Bonds" means any Series _-_- Bond while in any Rate Period other than Fixed Rate or Auction Rate, purchased by the Bank with the proceeds of a drawing under and in accordance with the provisions of a Standby Bond Purchase Agreement pursuant to Section 8.03(b)(2) of the Indenture, and which are held by a Bank or such other Person to whom such Bank Bonds are sold as authorized by a Standby Bond Purchase Agreement other than pursuant to a remarketing thereof in accordance with Section 4.03(b) of the Indenture; provided, however, any such Series _-_- Bonds shall cease to be Bank Bonds upon the earlier of the purchase

thereof pursuant to a successful remarketing of such Series ___ Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such Series ___ Bonds as set forth in Section 2.05(e) of the Indenture.

"Bank Rate" means the Bank Rate as defined in the Standby Bond Purchase Agreement, which rate shall not be in excess of the Maximum Lawful Rate.

"BMA Index" means on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Bond Market Association ("BMA") or any person acting in cooperation with or under the sponsorship of BMA and acceptable to the Market Agent and effective from such date.

"Bond Fund" means the fund established under Section 7.02 of the Indenture.

"Bond Insurance" means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the timely payment of principal of and interest on the Series ___ Bonds.

"Bond Insurer" means Ambac Assurance Corporation, a Wisconsin stock insurance company and any other issuer of a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on the Series ___ Bonds which issuer has a claims paying ability rated in the highest rating category by any one Rating Agency.

"Bond Purchase Fund" means the fund created under Section 8.01 of the Indenture.

"Bonds" means the Authority's Local Government Public Improvement Bonds issued pursuant to the Indenture, as supplemented by any supplemental indenture.

"Borrower" means Blount County, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 7.05 of the Indenture in which the proceeds of the Loan to the Borrower are deposited.

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

"Broker-Dealer" means Morgan Keegan & Company, Inc., or any other broker or dealer (each as defined in the Securities Exchange Act), commercial bank or other entity permitted by law to perform the functions required of a Broker-Dealer set forth in the Auction Procedures which (i) is a participant in or member of the Securities Depository as determined by the rules or bylaws of the Securities Depository (or an affiliate of such a participant or member), (ii) has been appointed as such by the Administrator on behalf of the Authority pursuant to Section 3.07 of this Indenture with respect to Series ___ Bonds that are ARS Bonds, and (iii) has entered into a Broker-Dealer Agreement that is in effect on the date of reference. When used herein at a

time when more than one Broker-Dealer is acting under the Indenture, the term “the Broker-Dealer” shall mean, as the context dictates, either all such Broker-Dealers collectively, or only each Broker-Dealer acting with respect to Series ___ Bonds that are ARS Bonds.

"Business Day" means with respect to the Series ___ Bonds (other than ARS Bonds in a seven-day Auction Period) any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions in New York City or any other city where the principal United States office of the Bank, if any, the Bond Insurer, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Market Agent, if any, or the Broker-Dealer, if any, is located are required or authorized by law (including executive order) to close or on which the principal United States office of the Bank, the Bond Insurer, the Trustee, the Remarketing Agent, the Auction Agent, the Market Agent, or the Broker-Dealer is closed for a reason not related to financial condition, or (c) a day on which The New York Stock Exchange is closed; and for any Series ___ ARS Bonds, such other dates as may be agreed to in writing by the Market Agent, the Auction Agent, and the Broker-Dealer, or a Saturday, Sunday, holiday or day on which banks located in New York City or the New York Stock Exchange, the payment office or principal office of the Trustee or of the Auction Agent, are authorized or permitted by law to close; provided that in this definition, the references to the Bank, the Bond Insurer, the Remarketing Agent, the Auction Agent, the Market Agent, and the Broker-Dealer shall be ignored where not applicable to the Series ___ Bonds.

"Calculation Period" means, during any Commercial Paper Period for the Series ___ Bonds, any period or periods comprised of up to 270 days established with respect to a Series ___ Bond or Bonds pursuant to Section 2.05(d) of the Indenture.

"Closing Date" means the date of issuance and delivery of the Series ___ Bonds which shall be the Issue Date of this Agreement.

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

"Commercial Paper Period" means, with respect to the Series ___ Bonds, any period where one or more Calculation Periods have been established pursuant to Section 2.05(d) of the Indenture during each of which a Commercial Paper Rate shall apply to the Series ___ Bonds that are subject to such Calculation Period.

"Commercial Paper Rate" means for any Calculation Period for a Series ___ Bond or Bonds during a Commercial Paper Period for the Series ___ Bonds the interest rate borne by the Series ___ Bonds during such Calculation Period established pursuant to Section 2.05(d) of the Indenture.

"Computation Date" means any Installment Computation Date and the Final Computation Date.

"Conversion Date" means the date on which the interest rate on the Series _-_- Bonds is converted from one type of Rate Period to another type of Rate Period.

"Cost" or "Cost of the Projects" means:

(a) The cost of acquiring, erecting, extending, improving, equipping, repairing or refinancing the Projects, including refunding outstanding obligations of the Borrower and of the Authority or of any other public building authority created under the Act, or any combination of such purposes, demolishing structures on the Project sites, and acquiring sites or estates therein and easements necessary or convenient for the Projects;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Projects;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Projects properly chargeable to the Projects, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Projects;

(e) Expenses of administration, supervision and inspection properly chargeable to the Projects, including the fees of the Borrower relating to the design, construction and equipping of the Projects and all other items of expense, not elsewhere specified herein incident to the construction, installation and placing in operation of the Projects;

(f) Fees and expenses incurred in connection with the issuance and administration of the Series _-_- Bonds and this Loan Agreement, including but not limited to, fees and expenses of the underwriter for the Series _-_- Bonds and its counsel, the Bank and its counsel, the Authority and its counsel, Bond Counsel, the Trustee and its counsel, the Borrower's counsel, Bond Insurance premium, counsel to the Bond Insurer, printing costs and rating fees;

(g) Interest on the Series _-_- Bonds during the construction and installation of the Projects and for up to six (6) months thereafter; and

(h) Any other cost of the Projects permitted to be financed pursuant to the Act.

"Daily Period" means, with respect to Series _-_- Bonds, any period from and commencing on any Business Day through but not including the next succeeding Business Day during which a Daily Rate will apply to the Series _-_- Bonds.

"Daily Rate" means the interest rate from time to time in effect for the Series ___ Bonds during any Daily Period, as such rate is determined in accordance with Section 2.05(b) of the Indenture.

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

"Excess Interest" with respect to Bank Bonds shall have the meaning assigned to such term in the Standby Bond Purchase Agreement.

"Favorable Opinion of Bond Counsel" means with respect to any action relating to the Series ___ Bonds, the occurrence of which requires such an opinion, a written legal opinion of Bond Counsel to the effect that such action is permitted under the Indenture and will not impair the exclusion of interest on the Series ___ Bonds for gross income for purposes of federal income taxation (if applicable).

"Final Computation Date" means the date the last Series ___ Bond is paid in full.

"Final Excess Interest Amount" means a fee payable under a Standby Bond Purchase Agreement in connection with the Series ___ Bonds representing interest borne by Bank Bonds at a rate not in excess of the Maximum Lawful Rate calculated as set forth in the Standby Bond Purchase Agreement, which amount has been deferred and not paid as of the date such Bank Bonds are remarketed and which is payable by a Borrower under this Loan Agreement as an Additional Payment.

"Fixed Rate" means the interest rate in effect on the Series ___ Bonds during the Fixed Period, as such rate is determined in accordance with Sections 2.05 and 2.07 of the Indenture.

"Fixed Period" means, in the event of a Conversion to the Fixed Rate, the period from and including the Conversion Date to and including the date of the payment in full of the Series ___ Bonds.

"Governing Body" means the Board of County Commissioners of the Borrower.

"Government Obligations" means any of the following, which at the time of investment are authorized pursuant to State law: (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii)); or (ii) direct obligations (including issued or held in book entry form on the books of the Department of the Treasury) of the United States of America, or (iii) Senior debt obligations of other agencies sponsored by the United States government and approved by Ambac Assurance.

"Indenture" means the Indenture of Trust, dated as of _____, 20__, as supplemented by the Series ___ Supplemental Indenture of Trust, dated as of _____, 20__, as from time to time further supplemented and amended, by and between the Authority and the Trustee.

"Index" means on any date of determination, the BMA Index or, if such rate is not available, the Index so determined by the Market Agent which shall equal the prevailing rate for bonds rated in the highest short-term rating category by Moody's and S&P that are subject to tender by the holders thereof for purchase on not more than seven days notice and the interest on which is (i) variable on a weekly basis, (ii) excludable from gross income for federal income tax purposes under the Code, and (iii) not subject to an "alternative minimum tax" or similar tax under the Code, unless all tax-exempt bonds are subject to such tax.

"Initial Market Agent" means Morgan Keegan & Company, Inc., its successors and assigns.

"Installment Computation Date" means the fifth anniversary of the issue date of the Series ___ Bonds and each fifth anniversary of such date.

"Interest Payment Date" means (a) during any Commercial Paper Period, the first day after the end of any Calculation Period (but only with respect to the Series ___ Bonds to which such Calculation Period relates), any Conversion Date for the Series ___ Bonds and the Maturity of the Series ___ Bonds, (b) during any Daily Period, Weekly Period and Short-Term Period, the first day of each March, June, September and December, any Conversion Date, and the Maturity of the Series ___ Bonds and with respect to the Short-Term Period, any Period Adjustment Date, (c) during any Medium-Term Period, the first day of each June and December, any Conversion Date, any Optional Tender Date (if applicable), any Period Adjustment Date and the Maturity of the Series ___ Bonds, (d) during any Fixed Period, the first day of each June and December, and the Maturity of the Series ___ Bonds, (e) with respect to any Bank Bond, the day such Bond is purchased by the Bank, the first Business Day of each month commencing on the first such date to occur after the Series ___ Bond is purchased by the Bank, the date such Bank Bond is remarketed by the Remarketing Agent pursuant to Section 4.03(c) of the Indenture, and upon the date of Maturity of such Bank Bond; provided, however, if such scheduled Interest Payment Date is not a Business Day, then such interest shall be payable on the next succeeding Business Day calculated as though paid on the scheduled Interest Payment Date (other than with respect to Bank Bonds for which interest shall be calculated to the date of actual payment), and (f) with respect to the Series ___ Bonds which are ARS Bonds, each ARS Interest Payment Date.

"Loan" means the loan described in Section 2.02 hereof.

"Loan Fund" means the fund established under Section 7.04 of the Indenture.

"Loan Repayments" means the payments of principal of and interest on the Loan, Additional Payments and any other amounts payable by the Borrower hereunder.

"Loan Repayment Date" means, with (a) respect to that portion of Loan Repayments attributable to interest on the Series ___ Bonds, (i) the first day after the end of any Calculation Period, while the Series ___ Bonds are in the Commercial Paper Period, five days prior to any Conversion Date and five days prior to Maturity, (ii) the twenty-fifth day of February, May, August and November of each year during the term hereof, five days prior to any Conversion

Date and five days prior to the Maturity while the Series ___-___ Bonds are in the Daily Period, the Weekly Period and the Short-Term Period (and five days prior to the Period Adjustment Date during the Short-Term Period), (iii) the twenty-fifth day of May and November, five days prior to a Conversion Date and any Period Adjustment Date, on any Optional Tender Date and five days prior to the stated Maturity of the Series ___-___ Bonds if the Series ___-___ Bonds are in the Medium-Term Period; (iv) the twenty-fifth day of May and November, and five days prior to the Stated Maturity of the Series ___-___ Bonds, if the Series ___-___ Bonds are in the Fixed Period, (v) if any Series ___-___ Bond shall be a Bank Bond, the day such Bond is purchased by the Bank, the twenty-fifth day of each month commencing on the first such date to occur after such Bond is purchased by the Bank, the day such Bank Bond is remarketed by the Remarketing Agent and the date of Maturity of such Series ___-___ Bond (or on such other dates set forth in the Standby Bond Purchase Agreement), (vi) five days prior to a Conversion Date or Maturity, the twenty-fifth day of each May and November, commencing November __, 20__, while the Series ___-___ Bonds are in the 35-day initial Auction Period, and if the Borrower directs a change in the Auction Period for the Series ___-___ Bonds pursuant to the Supplemental Indenture, the Loan Repayment Date with respect to interest shall be due the twenty-fifth day of May and November if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period; (b) with respect to that portion of Loan Repayments attributable to principal on the Series ___-___ Bonds, (i) on the twenty-fifth day of May of ____ through ____, inclusive; or (ii) if such Series ___-___ Bonds are Bank Bonds subject to term repayment under the Standby Bond Purchase Agreement, on the dates set forth in Section 3.04(e) hereof; and, (c) with respect to that portion of Loan Repayments consisting of Additional Payments, other than certain payments under the Standby Bond Purchase Agreement, if any, and Rebate Amounts, if any, the twenty-fifth day of February, May, August and November of each year; provided, however, while the Series ___-___ Bonds are ARS Bonds in the initial 35-day Auction Period, then the twenty-fifth day of May and November, commencing on the _____ day of _____, 20__; provided, however, if the Borrower directs a change in the Auction Period and a related change in the ARS Interest Payment Date for the Series ___-___ Bonds pursuant to the Supplemental Indenture, then the Loan Repayment Date for Additional Payments shall be the twenty-fifth day of May and November, if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period; (ii) any amount determined to be an increased cost or a Final Excess Interest Amount under the Standby Bond Purchase Agreement and any other amounts due under the Standby Bond Purchase Agreement shall be payable on demand as provided therein; and (iii) any Rebate Amount shall be payable on demand.

"Market Agent Agreement" means the Market Agent Agreement dated as of _____, 20__ between the Trustee and the Market Agent and each substitute and additional Market Agent Agreement, in each case as from time to time in effect.

"Maturity" means the earliest of (i) the Stated Maturity of the Series ___-___ Bonds, (ii) the date of mandatory redemption of such Series ___-___ Bonds pursuant to the terms of the Indenture, the Supplemental Indenture or Standby Bond Purchase Agreement (if any) relating to the Series

___ Bonds, and (iii) the date on which the principal of such Series ___ Bonds otherwise becomes due and payable.

"Maximum Rate" means (unless otherwise approved by the Bond Insurer) with respect to the Series ___ Bonds (other than Series ___ Bonds that are ARS Bonds and Bank Bonds), the lesser of (i) _____ percent (___%) per annum (or such lesser rate as may be stipulated in the Supplemental Indenture for the Series ___ Bonds for the period from and including the dated date of the Series ___ Bonds, to the day next preceding the first Interest Payment Date for the Series ___ Bonds) and (ii) the Maximum Lawful Rate, and with respect to Series ___ Bonds that are ARS Bonds, the ARS Maximum Rate which shall not exceed the Maximum Lawful Rate in effect and applicable from time to time.

"Maximum Lawful Rate" means the highest interest rate that may be borne by the Series ___ Bonds in effect and applicable from time to time under applicable law. Bank Bonds and ARS Bonds shall not bear interest in excess of the Maximum Lawful Rate.

"Medium-Term Period" means any period of time that ends on a specified date that is the last day of any calendar month that is an integral multiple of twelve (12) months from the beginning of the Medium-Term Period, or ends on the Optional Tender Date (if applicable) or upon the Maturity as directed by the Borrower with respect to the Series ___ Bonds pursuant to Section 2.06 or 2.07 of the Indenture, commencing on the Conversion Date or the Period Adjustment Date during which period a Medium-Term Rate shall apply to the Series ___ Bonds.

"Medium-Term Rate" means the interest rate or rates from time to time in effect for the Series ___ Bonds during any Medium-Term Period, as such rate or rates is determined in accordance with Section 2.05(c) of the Indenture.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof payable by the Borrower in order to prepay in whole or in part its Loan Repayments.

"Optional Tender Date" means (i) during any Short-Term Period, any Interest Payment Date, (ii) during any Daily Period, any Business Day on which the Remarketing Agent and the Trustee receive an Optional Tender Notice, provided that if the Optional Tender Notice is received after 11:00 a.m. Eastern Time, the immediately following Business Day, and (iii) during any Weekly Period or, if so elected by the related Borrower pursuant to Section 2.06(f) hereof, any Medium-Term Period, the seventh day (unless such day is not a Business Day, in which case the next succeeding Business Day) following receipt by the Remarketing Agent and the Trustee of notice from the Holder that such Holder has elected to tender bonds.

"Outstanding", when used with respect to the Series ___ Bonds, means as of the date of determination, all Series ___ Bonds theretofore authenticated and delivered under the Indenture, except:

- (a) Series ___ Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Series ___ Bonds for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee in trust for the registered owners of the Series ___ Bonds, provided that, if such Series ___ Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made; and
- (c) Series ___ Bonds in exchange for or in lieu of which other Series ___ Bonds have been authenticated and delivered pursuant to the Indenture.

"Outstanding Loan Amount" means the original principal amount of the Loan authorized under this Agreement, less repayments of such principal amount.

"Period Adjustment Date" means the first day of each Short-Term Period or Medium-Term Period for such Series that has a duration different from the preceding Short-Term Period or Medium-Term Period, respectively.

"Prepayment Date" means the date on which the Borrower is required to deposit the Optional Prepayment Price with the Trustee pursuant to Section 6.05 hereof, which day may be any Business Day.

"Program Administration Agreement" means the Program Administration Agreement dated as of _____, 20__, between the Administrator and the Authority.

"Projects" means the [insert description].

"Proportionate Share" means, for purposes of common fees and expenses described in Section 3.02 hereof relating to all Series of Bonds Outstanding under the Indenture, a fraction, the numerator of which shall be the Outstanding principal amount of the Series ___ Bonds and the denominator of which shall be the Outstanding principal amount of all Series of Bonds Outstanding under the Indenture; for purposes of common fees and expenses described in Section 3.02 hereof, which are determined by the Administrator to be common to particular Series of Bonds under the Indenture, including the Series ___ Bonds, but not to all Series of Bonds under the Indenture, means a fraction, the numerator of which shall be the Outstanding principal amount of the Series ___ Bonds to which the common fees and expenses apply and the denominator of which shall be the principal amount of all Series of Bonds Outstanding under the Indenture to which the common fees and expenses apply.

"Purchase Termination Date" means, with respect to any Standby Bond Purchase Agreement and all Series of Bonds covered thereby, the date on which the Bank's obligation to purchase Bonds of such Series of Bonds tendered for purchase is terminated as set forth in such Standby Bond Purchase Agreement.

"Rate Period" or "Rate Periods" means any of the Daily Period, the Commercial Paper Period, the Weekly Period, the Short-Term Period, the Medium-Term Period, the Fixed Period, and the ARS Rate Period.

"Rebate Amount" means 100% of the amount owed to the United States under Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations issued thereunder.

"Rebate Analyst" means an independent, certified public accountant, accountant, financial analyst, Bond Counsel, or any firm of the foregoing, or any financial institution which is experienced in making the rebate calculations required to be made for the purposes of Section 3.08, and which in each case is retained by the Administrator to make such calculations.

"Remarketing Agent" means, initially, Morgan Keegan & Company, Inc., or any successor Remarketing Agent appointed and serving in such capacity pursuant to the Indenture.

"Remarketing Agreement" means the Remarketing Agreement dated as of _____, 20__, between the Authority and the Remarketing Agent, providing for the remarketing of the Series __-__ Bonds tendered pursuant to Article IV of the Indenture while bearing interest at other than the Fixed Rate and Auction Rate, and all modifications, alterations, amendments and supplements thereto and any agreement between the Authority and any successor Remarketing Agent appointed pursuant to the Indenture.

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

"Series __-__ Bonds" means the Local Government Public Improvement Bonds, Series __-__, of the Authority from time to time Outstanding under the Indenture and related to this Agreement.

"Series Purchase Termination Date" means with respect to any Standby Bond Purchase Agreement, any event specified therein which permits a Bank to terminate its obligation to purchase the Series __-__ Bonds covered thereunder tendered for purchase as set forth in a related Standby Bond Purchase Agreement.

"Short-Term Period" means (a) any period of time of one calendar month's duration, provided that the period commences on the first day of each calendar month and terminates on the last day of such calendar month, (b) any period of time of three calendar months' duration, provided that the period commences on the first day of a calendar month and terminates on the last day of the immediately succeeding third calendar month, and (c) any period of time of six calendar months' duration, provided that the period commences on the first day of a calendar month and terminates on the last day of the immediately succeeding sixth calendar month during which period a Short-Term Rate shall apply to the Series __-__ Bonds.

"Short-Term Rate" means the interest rate from time to time in effect for the Series ___-_- Bonds during any Short-Term Period as such rate is determined in accordance with Section 2.05(b) of the Indenture.

"Standby Bond Purchase Agreement" means any standby bond purchase agreement, including any renewals or extensions thereof and any amendments, modifications and supplements thereto, or any other agreement in replacement thereof or in addition thereto from time to time entered into by the Authority with a Bank (including any successor issuer or additional issuer of a Standby Bond Purchase Agreement) in which such Bank agrees, subject to certain terms and conditions, to purchase the Series ___-_- Bonds which the Remarketing Agent is unable to remarket and shall be in an amount equal to the outstanding principal amount of the Series of Bonds covered thereby, plus interest on such Series of Bonds in an amount equal to the Maximum Rate for a period of time required by any Rating Agency providing a rating on such Series of Bonds as such amount may be amended from time to time.

"Stated Expiration Date" means, with respect to the Standby Bond Purchase Agreement, the date upon which the Bank's obligation to purchase Series ___-_- Bonds, if covered thereunder, is scheduled to expire, as such date may be extended from time to time.

"Statutory Corporate Tax Rate" means, as of any date of determination, the highest tax rate bracket (expressed in decimals) now or hereafter applicable in each taxable year on the taxable income of every corporation as set forth in section 11 of the Code or any successor section, without regard to any minimum additional tax provision or provisions regarding changes in rates during a taxable year. The Statutory Corporate Tax Rate as of the date of this Indenture is 35%.

"Supplemental Indenture" means the Series ___-_- Supplemental Indenture of Trust, dated as of _____, 20__, supplementing the Indenture.

"Surety Bond" means any financial guaranty insurance policy, surety bond or other similar instrument issued to the Trustee by the Bond Insurer guaranteeing the Borrower's obligation to pay certain Additional Payments.

"Swap Agreement" means a written agreement between the Authority and a Swap Counterparty with respect to all or a portion of the Series ___-_- Bonds approved as to form and substance by the Bond Insurer whereby the Authority is entitled to receive Swap Receipts and Termination Payments from the Swap Counterparty and is obligated to pay Swap Payments and Termination Payments to the Swap Counterparty with respect to all or a portion of the Series ___-_- Bonds.

"Swap Counterparty" means one or more financial institutions (including an entity related to the Bond Insurer or a Bank) approved in writing by the Bond Insurer whose debt or claims-paying ability is rated or is guaranteed by, or insured or collateralized by an entity whose debt or claims-paying ability is rated "A" or better by S&P, Moody's, or Fitch on the date a Swap Agreement is executed by the Authority and a Swap Counterparty.

"Swap Payments" means amounts payable to the Swap Counterparty under the Swap Agreement computed in accordance therewith as the amount of interest accruing at the Swap Rate on a notional principal amount, net of amounts payable by the Swap Counterparty under the Swap Agreement and excluding any Termination Payments.

"Swap Rate" means the interest rate set forth in or determined pursuant to the Swap Agreement (which rate shall not exceed the Maximum Lawful Rate) applied to a notional principal amount to compute Swap Payments under the Swap Agreement.

"Swap Receipts" means the amounts payable by the Swap Counterparty in respect of the notional principal amount pursuant to the terms of the Swap Agreement, net of amounts payable by the Authority thereunder and including any Termination Payments.

"Termination Payment" means an amount payable by the Authority to a Swap Counterparty from Additional Payments made by a Borrower under a Loan Agreement or by the Swap Counterparty to the Authority upon termination of a Swap Agreement, as the case may be.

"Trustee" means Regions Bank, an Alabama banking corporation, Nashville, Tennessee, and any successor trustee under the Indenture, acting as paying agent, bond registrar, tender agent, and trustee.

"Weekly Period" means any period from and commencing on any Thursday and with respect to the Series _-_- Bonds, while bearing interest at the Weekly Rate, on the Closing Date (or in certain circumstances on a Conversion Date from a Daily Rate, Commercial Paper Rate, Short-Term Rate or Medium-Term Rate to a Weekly Rate) and including and ending on the earliest of (a) the next succeeding Wednesday, (b) a Conversion Date, or (c) the Maturity of the Series _-_- Bonds during which period a Weekly Rate shall apply to the Series _-_- Bonds.

"Weekly Rate" means the interest rate from time to time in effect for the Series _-_- Bonds during any Weekly Period, as such rate is determined in accordance with Section 2.05(b) of the Indenture.

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

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

by an officer or officers or officials of the Authority or the Borrower, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

ARTICLE II
The Series _-_- Bonds

Section 2.01. Issuance of the Series - - Bonds.

(a) In order to obtain funds to lend to the Borrower to assist in financing the Projects and pay costs of issuance in connection with the Series _-_- Bonds and the Agreement as provided in Section 2.02 hereof, the Authority agrees to issue and deliver its Series _-_- Bonds. The Series _-_- Bonds shall be initially issued as bonds bearing interest at the _____ in the _____ Period determined as provided in Section 2.05 of the Indenture. The Authority will cause the proceeds received from the sale of the Series _-_- Bonds to be deposited with the Trustee in the Borrower Account of the Loan Fund pursuant to Section 7.05 of the Indenture, to the Series _-_- Bond Account of the Cost of Issuance Fund pursuant to Section 7.10 of the Indenture, any capitalized interest to the Interest Account of the Series _-_- Bond Account and prepaid fees to the Additional Payments Account of the Series _-_- Bond Account. Disbursement of funds upon initial requisition by the Authority from the Series _-_- Bond Account of the Cost of Issuance Fund for the payment of costs of issuance of the Series _-_- Bonds and costs related to this Agreement are hereby approved. The Authority agrees that the Series _-_- Bonds may be converted from one Rate Period to any other Rate Period as directed by an Authorized Borrower Representative pursuant to Article II of the Indenture.

(b) The liability of the Authority under the Series _-_- Bonds shall be enforceable only to the extent of its rights under this Agreement or any amendment or supplement hereto. The Series _-_- Bonds shall be payable solely from payments made by or on behalf of the Borrower to the Trustee pursuant to the terms of this Agreement.

Section 2.02. Loan. Upon the sale and delivery of the Series _-_- Bonds, deposit of the proceeds thereof to the appropriate Accounts as above provided, and receipt by the Trustee, the Bond Insurer, if applicable, the Bank, if applicable, and the Administrator of the submissions required upon the issuance of a Series of Bonds under Section 2.02(c) of the Indenture and pursuant to the Standby Bond Purchase Agreement, if applicable, and receipt by the Trustee, with respect to each disbursement of Loan Funds, of a requisition for funds conforming to the requirements of Section 2.04 hereof, the proceeds of the Series _-_- Bonds will be loaned to the Borrower in the amount of \$_____ in the manner hereinafter set forth. Proceeds of the Series _-_- Bonds deposited to the Borrower Account of the Loan Fund and any other funds so deposited shall be and remain funds of the Authority for so long as they are in the Loan Fund and shall become funds of the Borrower only upon disbursement to the Borrower in accordance with the terms hereof. Initially, the Loan shall bear interest at the Auction Rate as set forth in Sections 3.01 and 3.04 hereof.

Section 2.03. Use of Proceeds by the Borrower. The Borrower will use the funds loaned to it by the Authority pursuant to Section 2.02 hereof solely to pay the Cost of the Projects.

Section 2.04. Disbursements of Loan Proceeds. Pursuant to Section 7.06 of the Indenture, the Authority has authorized and directed the Trustee to use the moneys in the Borrower Account of the Loan Fund solely to pay the Cost of the Projects, including the reimbursement of the Borrower for advances and payments made or costs incurred by the Borrower for or in connection with the Projects. The Authority shall cause funds to be disbursed by the Trustee from the Borrower Account of the Loan Fund only upon receipt by the Trustee of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as Exhibit A. The initial requisition on the Closing Date shall be made by the Chairman of the Authority and shall be in an amount sufficient to pay costs of issuance of the Series _-_- Bonds and of the execution and delivery of this Agreement. All disbursements shall be made only on the Closing Date and on the second Tuesday of the month or the first Business Day thereafter in accordance with Sections 7.06, 7.07 and 7.08 of the Indenture, or on such other date as approved by the Administrator. In making any such payment from the Borrower Account of the Loan Fund, the Trustee may rely on a requisition delivered to it pursuant to this Section, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with any such requisitions without inspection of the Projects or any other investigation.

Section 2.05. Completion of the Projects. Unless the request for final payment fully depletes the Borrower Account of the Loan Fund, when requesting final payment, the Borrower shall cause to be submitted to the Trustee, in addition to the requisition required by Section 2.04 hereof, a certificate signed by an Authorized Borrower Representative in the form attached hereto as Exhibit B. Said certificate shall state that no further funds will be withdrawn from the Borrower Account of the Loan Fund to pay the Cost of the Projects. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. All moneys remaining in the Borrower Account of the Loan Fund upon the filing of the certificate described in this Section, including investment earnings thereon, shall be deposited in the Principal Account of the Series _-_- Bond Account of the Bond Fund and applied by the Trustee to the redemption of Series _-_- Bonds on the first redemption date occurring after such completion, at the applicable optional or mandatory redemption price, and/or shall be deposited in the Interest Account of the Series _-_- Bond Account and applied by the Trustee to the payment of interest on the Series _-_- Bonds on the next Interest Payment Date, as shall be directed by the Administrator. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Borrower Account of the Loan Fund and which, under the provisions of this Agreement, will be available for payment of the Cost of the Projects, will be sufficient to pay all of the Cost of the Projects.

Section 2.06. Investment of Funds; Application of Investment Earnings. Any moneys held by the Trustee in the Borrower Account of the Loan Fund shall be invested or reinvested by the Trustee in Authorized Investments at the direction of the Administrator. Except as otherwise set forth below, all earnings accruing on funds in the Borrower Account of the Loan Fund shall be credited by the Trustee on the 25th day of February, May, August and November, first to the

Interest Account in the Series ___ Bond Account of the Bond Fund in an amount, which when combined with all other amounts then held therein, does not exceed interest accruing on the Series ___ Bonds on the next succeeding Interest Payment Date computed in accordance with Section 3.04 hereof and then to the Additional Payments Account of the Series ___ Bond Account of the Bond Fund, provided the amount to be credited to said Accounts on the 25th day of May of each year shall not exceed the amount which when combined with all other amounts then held in said Accounts does not exceed the amount needed to pay principal of and interest on the Series ___ Bonds on the next Interest Payment Date, and excess earnings not so credited shall be retained in the Borrower Account of the Loan Fund and credited to the Interest Account on the last day of the following August.

At the written direction of an Authorized Borrower Representative to both the Trustee and the Administrator, all or a portion of the earnings accruing on funds in the Borrower Account within the Loan Fund shall be retained in the Loan Fund or transferred to the Cost of Issuance Fund to be used to pay Costs of the Projects and costs of issuance of the Series ___ Bonds to the extent not paid on the Closing Date, and to the extent so retained shall not be transferred to the Interest Account of the Series Bond Account in the Bond Fund.

Any such excess earnings in the Series ___ Bond Account in the Rebate Fund shall be transferred either to the Interest Account of the Series ___ Bond Account of the Bond Fund or retained in the Borrower Account of the Loan Fund if so directed by an Authorized Borrower Representative. All income derived from the investment of moneys on deposit in the Principal Account, Interest Account and Additional Payments Account of the Series ___ Bond Account of the Bond Fund shall be credited to the Additional Payments Account of the Series ___ Bond Account of the Bond Fund and applied to the payment of Additional Payments next due. To the extent amounts on deposit in the Additional Payments Account exceeds the Additional Payments next coming due, such excess amounts may be transferred to the Interest and/or Principal Account.

Section 2.07. Conversions.

(a) *Rate Period Conversions and Change in Duration of Short-Term Periods and Medium-Term Periods.* Effective on any Adjustment Date for a Daily Period, Weekly Period, Short-Term Period and a Medium-Term Period, any Interest Payment Date for all Bonds of a Series in a Commercial Paper Period, and any ARS Rate Adjustment Date for ARS Bonds, the Borrower shall have the right and option, with the written approval of the Administrator on behalf of the Authority and the Remarketing Agent, to convert the Series ___ Bonds to a different Rate Period (other than to an ARS Rate Period) as provided in Section 2.06 of the Indenture and to an ARS Rate Period as provided in Section 3.11 of the Indenture, or, with the written approval of the Administrator on behalf of the Authority and the Remarketing Agent, on any Adjustment Date to change the duration of the Short-Term Rate Period or Medium-Term Rate Period for the Series ___ Bonds, as provided in Section 2.07 of the Indenture. The exercise of the option to convert to a different Rate Period or change the duration of a Short-Term Period or Medium-Term Period shall be by delivery of a Borrower Request to the Administrator on behalf of the Authority and the Trustee, and such other parties named in the Indenture, at the times and in the manner set forth in the Indenture. In the event of a Failed

Conversion or optional tender for purchase by a Holder of a Series ___-_- Bond in the Medium-Term Period, the Rate Period shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower. In the event of a Failed Conversion from an ARS Rate Period to another Rate Period, the Rate Period shall remain the ARS Rate Period and the ARS Bonds shall bear interest at the ARS Maximum Rate. The Borrower may elect to rescind its request to convert to another Rate Period as provided in the Indenture. In the event of such rescission, the Series ___-_- Bonds will continue in the existing Rate Period; provided, however, if the Series ___-_- Bonds are ARS Bonds, they shall bear interest at the ARS Maximum Rate during the following ARS Interest Period.

(b) *Change in Auction Period and ARS Interest Payment Date.* The Borrower may change the length of the Auction Period by giving written notice to the Trustee, the Administrator, on behalf of the Authority, the Bond Insurer, if any, the Auction Agent, the Broker-Dealer, and the Securities Depository, that the Auction Period and the ARS Interest Payment Date shall change in accordance with the provisions of Section 3.10 of the Indenture and the Supplemental Indenture.

Section 2.08. Tax Status of the Series ___-_- Bonds. It is the intention of the parties hereto that the interest on the Series ___-_- Bonds be and remain excluded from gross income for federal income tax purposes, and to that end the Borrower hereby represents, warrants and agrees as follows:

- (a) The Borrower shall not take or omit to take any action the taking or omission of which will cause the Series ___-_- Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause interest on the Series ___-_- Bonds to be includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes. Without limiting the generality of the foregoing, the Borrower, on behalf of the Authority, shall comply with any provision of the law which may require the Authority at any time to make rebate payments to the United States of any part of the earnings derived from the investment of the gross proceeds of the Series ___-_- Bonds.
- (b) The Borrower shall not permit the proceeds of the Series ___-_- Bonds to be used in any manner that would result in (a) 5% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds being used with respect to any output facility (other than an output facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit as provided in Section 141(c) of the Code; or (d) the payment of principal of, or interest on more than 10% of the proceeds of the Series ___-_- Bonds (under the terms of the Series ___-_- Bonds or any underlying arrangement) directly or indirectly (A) secured by any interest in (1) property used or to be used for private business use or (2) payments in receipt of such property or (B) derived from payments (whether or not to the

Borrower) in respect of property, or borrowed money, used or to be used for a private business use, provided, however, that if the Borrower receives a Favorable Opinion that any such covenant need not be complied with to prevent the interest on the Series ___ Bonds from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes, the Borrower need not comply with such covenants.

- (c) Neither the obligations of the Borrower under this Agreement nor the Series ___ Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.

Section 2.09. Rights of the Bond Insurer.

(a) While the Bond Insurance is in effect, the Borrower or the Trustee, as appropriate, shall furnish to the Bond Insurer;

- (i) a copy of the annual audited financial statements and annual budget of the Borrower, to be furnished within thirty (30) days of their release by the Borrower;
- (ii) a copy of any notice to be given to the registered owners of the Series ___ Bonds, or any of them, including, without limitation, notice of any redemption of or defeasance of all or any portion of the Series ___ Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Series ___ Bonds; and
- (iii) such additional information as the Bond Insurer shall reasonably request.

(b) The Trustee or the Borrower, as appropriate, shall notify the Bond Insurer of any failure of the Borrower to provide relevant notices, certificates, or other information required to be provided under the Indenture or this Agreement provided that the Trustee shall be required to give notice of any such failure only if it has actual knowledge of such failure.

(c) The Borrower will permit the Bond Insurer to discuss the affairs, finances and accounts of the Borrower or any information Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Borrower. The Trustee or the Borrower, as appropriate, will permit the Bond Insurer to have access to the Projects and have access to and to make copies of all books and records relating to the Series ___ Bonds at any reasonable time.

(d) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, the Trustee shall immediately notify the Bond Insurer on any Loan Repayment Date if there are insufficient moneys to make any payment of principal of or interest on the Series ___ Bonds or any Additional Payments when and as required by this Agreement or the Indenture or upon the occurrence of any Event of Default under the Indenture or this Agreement provided that

the Trustee shall be required to give such notice only if it has actual knowledge of such Event of Default.

ARTICLE III
Payment Obligations of Borrower

Section 3.01. Principal and Interest Payments. Notwithstanding any other provision of this Loan Agreement, the Borrower agrees to pay to the Trustee, for the account of the Authority, (i) an amount equal to the aggregate principal amount of the Series _-_- Bonds, (ii) as interest on its obligation to pay such amount, amounts equal to the interest on the Series _-_- Bonds (including interest at the Bank Rate and Excess Interest, if applicable, for any period during which such Series _-_- Bonds are Bank Bonds), and (iii) amounts equal to the Swap Payments due from time to time under the Swap Agreement, if any; such amounts to be paid in installments on each Loan Repayment Date, without notice or demand, to be deposited by the Trustee to the Bond Fund to be applied to the payment of principal of and interest on the Series _-_- Bonds, whether at maturity or upon redemption, and to the payment of Swap Payments, if any.

Section 3.02. Additional Payments. The Borrower agrees to pay to the Trustee on the dates, in the manner and in the amounts set forth in Sections 3.03 and 3.04 hereof the following Additional Payments (except that the payee of any such payment related to the making of the Loan may require payment on the Closing Date of the Loan and provided that each reference to expenses set forth below shall include reasonable attorney fees and expenses):

- (a) The fees and expenses of and other amounts payable to a Bank, if any, under any Standby Bond Purchase Agreement, if any, relating to the Series _-_- Bonds, including, but not limited to, the Final Excess Interest Amount, if any, and the Borrower's Proportionate Share of the fees and expenses of and other amounts payable to any Bank under a Standby Bond Purchase Agreement which are determined by the Administrator to be fees and expenses common to other Series of Bonds covered by the Standby Bond Purchase Agreement.
- (b) The fees and expenses of the Remarketing Agent under the Remarketing Agreement, if applicable, relating to the Series _-_- Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of the Remarketing Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the Daily Rate Period, the Weekly Rate Period, the Commercial Paper Period, the Short-Term Rate Period or the Medium-Term Rate Period.
- (c) The fees and expenses of the Trustee under the Indenture relating to the Series _-_- Bonds, including all expenses necessary to prepare notices of redemption or purchase of Series _-_- Bonds or to cancel and discharge the Indenture with respect to the Series _-_- Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Trustee which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

- (d) The fees and expenses of the Bond Insurer, if any, under the Bond Insurance, if any, the Surety Bond, if any, and the Guaranty Agreement, if any, relating to the Series _-_- Bonds, together with all amounts payable by the Authority under the Guaranty Agreement, if any, and the Borrower's Proportionate Share of any of the foregoing which are determined by the Administrator to be fees, expenses and payments which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (e) The annual fee of the Authority in the amount of ___% of the Outstanding principal amount of the Series _-_- Bonds plus any expenses of the Authority hereunder or under the Indenture relating to the Series _-_- Bonds and the Borrower's Proportionate Share of the expenses of the Authority hereunder or under the Indenture which are determined by the Administrator to be expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (f) The reasonable fees and expenses of the Administrator relating to the Series _-_- Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Administrator which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (g) The fees and expenses of the Bond Counsel, the Underwriter and other costs of issuance relating to the Series _-_- Bonds.
- (h) Rating agency fees relating to the Series _-_- Bonds and the Borrower's Proportionate Share of the rating agency fees which are determined by the Administrator to be fees which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (i) The reasonable fees and expenses of the Auction Agent, if any, the Broker-Dealer, if any, and the Market Agent, if any, relating to the Series _-_- Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of any Auction Agent, Broker-Dealers or Market Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the ARS Interest Rate Period.
- (j) Any amounts required to be paid to the U.S. Government as arbitrage rebate as determined pursuant to Section 148(f) of the Code with respect to the Series _-_- Bonds, payable on demand.
- (k) Any Termination Payments required to be paid by the Authority under the Swap Agreement.

- (1) Such other reasonable fees and expenses relating to the Series ___ Bonds, including, but not limited to, the Borrower's Proportionate Share of any such fees and expenses, including costs associated with any conversion, substitute Bond Insurance or substitute Standby Bond Purchase Agreement.

The Additional Payments payable hereunder will be computed and apportioned among the various Series of Bonds by the Administrator and submitted to the Trustee on each Closing Date, as applicable, and each Loan Repayment Date, or otherwise when due, subject to periodic adjustment as needed. The Trustee shall not be responsible for the computation and allocation of any Additional Payments and shall be entitled to rely on the Administrator's computation and allocation unless contested in writing by the payee, the Bond Insurer, if any, or Borrower prior to the applicable Loan Repayment Date. Additional Payments due hereunder, to the extent paid by the Bond Insurer pursuant to the Surety Bond, if any, remain due and payable under the Surety Bond at a rate equal to the lesser of the Maximum Lawful Rate or the rate of interest publicly announced from time to time by a bank named by the Bond Insurer as its Prime Rate, plus two percent (2%). Upon payment by the Bond Insurer of Additional Payments, the Bond Insurer shall be fully subrogated to the Authority's rights with respect thereto under this Agreement.

Section 3.03. Time and Manner of Payment. Borrower agrees to make each of the Loan Repayments directly to the Trustee for the account of the Authority on or before each Loan Repayment Date in lawful money of the United States of America by wire transfer of immediately available funds.

Section 3.04. Amount of Payment. The amount of each of the Loan Repayments shall be computed as follows:

- (a)
 - (i) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series ___ Bonds are in the Daily Rate Period and the Weekly Rate Period, the amount thereof shall be equal to the interest on the Series ___ Bonds, as computed by the Trustee, at the Daily Rates or Weekly Rates in effect for the applicable Loan Repayment computation period, which period shall commence on the later of the Closing Date, the Conversion Date to the Daily Rate or the Weekly Rate, or the first day of the quarter in which such Loan Repayment is due to and ending on the last day of the quarter in which such Loan Repayment is due.
 - (ii) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series ___ Bonds are in the Short-Term Rate Period, the Medium-Term Rate Period and the Fixed Rate Period, the amount thereof shall be equal to the interest on the Series ___ Bonds, as computed by the Trustee, at the Short-Term Rate, Medium-Term Rate or Fixed Rate in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, Conversion Date to the Medium-Term Rate Period or Period Adjustment Date to another Medium-Term Rate Period or the Conversion Date to the Fixed Rate, as applicable, and end on the last day of such Rate Period.

(iii) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series _-_- Bonds are in the Commercial Paper Period, the amount shall be equal to the interest on the Series _-_- Bonds as computed by the Trustee at the Commercial Paper Rate in effect for the Calculation Period.

(iv) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series _-_- Bonds are in the ARS Rate Period, the amount shall be equal to the aggregate of the interest on the Series _-_- Bonds at the Applicable ARS Rates in effect during each ARS Interest Period.

(v) The amount of interest which will accrue on the Series _-_- Bonds (the "Estimated Amount") (other than ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date) for the period from and after the date the Trustee computes the Loan Repayment to the end of the computation period for the payment of interest on the Series _-_- Bonds (the "Estimated Period") will be computed using an assumed interest rate equal to the Auction Rate in effect on the date of computation plus 150 basis points for the Estimated Period, and will be reduced by the amount by which the Estimated Amount for the Estimated Period on the prior Loan Repayment Date exceeded the actual interest accrual during such period. With respect to the Series _-_- Bonds, while they are ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date, the Administrator shall (i) estimate the interest due on the next succeeding Loan Repayment Date and shall instruct the Trustee to bill the Borrower for such amount on the day of the change in the related Auction Period, and (ii) thereafter estimate the interest due on such Series _-_- Bonds (the "ARS Estimated Amount") for the ARS Interest Periods in effect based upon the Auction Rate in effect on the date of computation (the "ARS Estimated Period"), plus 150 basis points for the ARS Interest Periods in effect until the following Loan Repayment Date and shall so notify the Trustee. Each successive Loan Repayment will be reduced by the amount the prior Loan Repayment exceeded the actual interest due on the Series _-_- Bonds.

- (b) With respect to the principal portion of each of the Loan Repayments, the amount thereof shall be equal to next ensuing principal reduction requirement on the Loan set forth on Exhibit C attached hereto, payable on the 25th day of May in the year of each principal reduction date shown on Exhibit C, unless the Series _-_- Bonds are Bank Bonds and the Bank Bond Term Date has occurred.
- (c) With respect to the Additional Payments portion of each of the Loan Repayments, the amount thereof shall be computed, as provided in Section 3.02 hereof, for any period commencing on the Closing Date, applicable Conversion Date, or the Business Day on which an Additional Payment was last paid to and ending on the day next preceding the Business Day on which the Additional Payment is due.

- (d) If the Borrower has approved and the Authority has executed and delivered a Swap Agreement, with respect to the Series ___ Bonds in accordance with Section 2.02(h) of the Indenture, the Loan Repayments shall include any Swap Payments to be made to the Swap Counterparty under the Swap Agreement. Any Swap Receipts received from the Swap Counterparty under the Swap Agreement shall be deposited as provided in Section 7.02 of the Indenture and applied to pay interest on the Series ___ Bonds and otherwise as provided in the Indenture.
- (e) Under certain circumstances, including the failure of the Remarketing Agent to remarket tendered bonds in accordance with Section 4.03 of the Indenture and upon satisfaction of the conditions in a Standby Bond Purchase Agreement, if any, providing coverage for the Series ___ Bonds, the Series ___ Bonds will be purchased by a Bank pursuant to the terms of the Standby Bond Purchase Agreement. If the Series ___ Bonds are purchased by the Bank under the Standby Bond Purchase Agreement, during the period they are held by the Bank as Bank Bonds they will bear interest calculated and payable as set forth in the Standby Bond Purchase Agreement (including interest at the Bank Rate and Excess Interest, if applicable) which will result in an increase in the amount of the Loan Repayments. Upon the purchase of Series ___ Bonds by a Bank under an applicable Standby Bond Purchase Agreement, the interest will continue to be payable on the Series ___ Bonds as set forth in the Standby Bond Purchase Agreement on each Interest Payment Date for Bank Bonds using the Bank Rate, and the principal will be payable as provided in Section 3.04(b) above until the Bank Bond Term Date (which is a date on which the Standby Bond Purchase Agreement expires or terminates by its terms or as the result of certain events of termination defined in the Standby Bond Purchase Agreement), as such term is more specifically defined in the Indenture. With respect to the Series ___ Bonds purchased by a Bank under a Standby Bond Purchase Agreement, from and after the Bank Bond Term Date; the Outstanding principal amount of Bank Bonds shall be payable over a term of six (6) years (or the remaining term of the Series ___ Bonds, whichever is less) in approximately equal quarterly installments, commencing on the first Business Day in March, June, September or December occurring after the Bank Bond Term Date, and on the first Business Day of each March, June, September and December thereafter until the principal of and interest on all Bank Bonds have been paid in full, and on the final principal installment payment date the entire outstanding principal balance of and all accrued interest on all Bank Bonds shall be due and payable in full; provided that (1) each installment of principal of the Bank Bonds shall be adjusted to an integral multiple of \$5,000 and scheduled in the Bank's discretion to provide approximately level aggregate annual principal payments during the course of such six-year term and (2) in the Bank's discretion, if requested by the Administrator on behalf of the Authority, one or more of the first three installments with respect to the Bank Bonds may be postponed and paid on a date determined by the Bank not later than the date the third such installment is due. Any amount received by the Bank pursuant to this section may, at the Bank's

option, be applied to pay any interest on such Bank Bonds which is overdue as of the date of such receipt. The Borrower agrees to make payments of principal with respect to the Loan in equal quarterly installments in such amounts as will enable the Trustee to pay principal on the Bank Bonds in full as set forth above and as set forth in the Standby Bond Purchase Agreement. Notwithstanding the above, the time and amount of these payments may be revised by the Authority with the consent of the Bond Insurer, the Bank and the Borrower upon receipt of an Opinion of Bond Counsel that such revised schedule of payments will not adversely affect the exclusion from gross income of interest on the Series _-_- Bonds for federal income tax purposes. Prior to the Bank Bond Term Date, the Administrator shall provide to the Borrower, the Trustee, the Bond Insurer and the Bank an amortization schedule approved by the Bank implementing the provisions of this Subparagraph (e) relating to Loan Repayments of the Bank Bonds and the Borrower will make all payments under this Subparagraph (e) in accordance with said schedule.

- (f) All payments of interest shall be reduced to the extent investment earnings on the Borrower Account of the Loan Fund have been credited to the Interest Account as provided in and subject to the limitations of Section 2.06 hereof, and the Additional Payments shall be reduced to the extent of excess investment earnings on the Borrower Account of the Loan Fund not credited to the Interest Account and investment earnings on the Interest Account, the Principal Account and the Additional Payments Account of the Series _-_- Bond Account of the Bond Fund which have been credited to the Additional Payments Account as provided in and subject to the limitations of Section 2.06 hereof; provided the amount of earnings accruing for credit to either of said accounts for the period from and after the date the Trustee computes a Loan Repayment to the end of the period for which the computation is made will be computed using the interest rate on the investments as of the Adjustment Date immediately preceding the computation date as the interest rate for estimating the earnings, and will be increased by the amount by which the actual earnings during such period for the previous period exceeded the estimated amount for said period. If funds in the Borrower Account of the Loan Fund are invested in investments bearing interest at a variable rate, then the interest rate used by the Trustee for estimating the estimated amount of earnings shall be a zero rate of interest from the date earnings on such investments were last credited to the Borrower Account of the Loan Fund.
- (g) It is the intention of the Authority and the Borrower that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Authority, shall receive funds from or on behalf of the Borrower in such amounts and at such times as, together with any Swap Receipts actually received by the Trustee under the Swap Agreement, will enable the Authority to pay when due all obligations for the payment of principal of and premium, if any, and interest on the Series _-_- Bonds (including during any period that any Series _-_- Bonds are Bank Bonds), for the payment of all Swap Payments payable by the Authority under the Swap Agreement and for payment of all Additional Payments payable by the

Borrower. The Borrower shall have the right, on behalf of the Authority, to enforce the payment and collection of Swap Receipts under a Swap Agreement for deposit with the Trustee. It is further intended that the earnings on the Borrower Account of the Loan Fund and the Interest Account and the Additional Payments Account of the Series _-_- Bond Account of the Bond Fund will be sufficient to pay the interest and Additional Payment components of the Loan Repayments relating to the portion of the Loan not disbursed from the Loan Fund, subject to the limitations of Section 2.06 hereof. In the event said earnings are not sufficient to make such payments, the Borrower shall pay the deficiency in the manner and at the times required herein for Loan Repayments in consideration for the agreement by the Authority to continue to make the amounts therein available to be disbursed by the Authority.

Section 3.05. Payments Assigned. It is understood and agreed that the rights of the Authority under this Agreement (except its rights to indemnification, payment of expenses and receive notices), are assigned to the Trustee pursuant to the Indenture. The Borrower consents to such assignment, and agrees to pay to the Trustee all amounts payable by the Borrower that are so assigned. All such assigned payments shall be made directly to the Trustee and shall be deposited as provided in the Indenture.

Section 3.06. Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder (including Additional Payments) and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority, the Bond Insurer, the Bank or the Trustee. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the Projects, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Authority, the Bond Insurer, if any, the Bank, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Broker-Dealer, if any, and the Market Agent, if any, to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Projects. Nothing contained in this Section shall be construed to release the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Broker-Dealer and the Market Agent from the performance of any of their respective obligations hereunder or under any documents related hereto, and in the event the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Broker-Dealer and the Market Agent should fail to perform any such obligation the Borrower may institute such action as the Borrower may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

Section 3.07. Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement (including Additional Payments) as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the Borrower under the terms of this Agreement. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of payments derived by the Borrower to the extent of funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower, including the Net Revenues, subject to a prior pledge of such revenues in favor of the Prior Lien Obligations. Notwithstanding the foregoing, the Borrower shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

Section 3.08. Rebate Covenants of Borrower.

(a) The Administrator, on behalf of the Authority, shall retain a Rebate Analyst to determine on behalf of the Borrower the Rebate Amount as of each of the dates set forth in (b) and (c) below.

(b) The Borrower shall deliver to the Trustee the determination of the Rebate Amount in writing signed by an authorized official of the Borrower not later than fifty-eight (58) days after each Computation Date, provided, that if such fifty-eighty day after any Computation Date is not a Business Day, then not later than three (3) Business Days prior to such fifty-eighth day.

(c) Not later than fifty-eight (58) days following each Installment Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series _-_- Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States with respect to such Installment Computation Date.

(d) Not later than fifty-eight (58) days following the Final Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series _-_- Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States as of the Final Computation Date.

(e) The Borrower shall not make, or permit to be made, any payment, or agreement to pay, to a party other than the United States, any amount that is required to be paid to the United

States by entering into a transaction that reduces the amount required to be paid pursuant to Section 148(f) of the Code because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series ___ Bonds not been relevant to either party (the failure to invest, or direct investment of, moneys that could be invested shall constitute an agreement to pay that results in such a smaller profit for the purposes of this subsection).

(f) The restrictions contained in the foregoing subsection (b) through (e) shall not apply to obligations the interest on which is exempt from gross income pursuant to Section 103(a) of the Code (other than obligations that constitute "specified private activity bonds" within the meaning of Section 57(a)(5)(C) of the Code), and any interest or other income from such obligations, or the sale thereof, shall not be included in any of the calculations or rebates required pursuant to such subsections.

(g) None of the foregoing provisions of this Section 3.08 need be observed, and, anything herein or in the Indenture to the contrary notwithstanding, this Section 3.08 may be amended, supplemented or terminated by the Authority, the Trustee and the Borrower, (i) if the Administrator files a certificate with the Trustee stating that the rebate exceptions set forth in the Arbitrage Certificate of the Borrower have been fulfilled, (ii) if the Authority receives an opinion of Bond Counsel, in form and substance satisfactory to the Trustee, that (I) the failure to observe such covenants or entering into such amendments or supplements, will not cause the Series ___ Bonds to become arbitrage bonds under Section 148 of the Code or otherwise adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation or (II) additional or different regulatory or statutory provisions must be complied with for the interest on the Series ___ Bonds to remain excludable from gross income for federal income tax purposes.

ARTICLE IV Representations and Covenants

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

- (a) The Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series ___ Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.
- (b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.

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

Bonds, the Indenture or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

- (i) The Authority covenants that it will not pledge the amounts derived from this Agreement other than to secure the Series _-_- Bonds.

Section 4.02. Representations and Covenants of the Borrower. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:

- (a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Agreement.
- (b) With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Indenture.
- (d) This Agreement has been duly authorized executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. To the extent permitted by applicable law, the defense of sovereign immunity is not available to the Borrower in any proceedings by the Authority or the Trustee to enforce any of the obligations of the Borrower under this Agreement and, to the fullest extent permitted by law, the Borrower consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.
- (e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Agreement or any agreement or instrument

relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Agreement.

- (f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgement or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.
- (g) So long as any Series _-_- Bonds are Outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the Projects, the repair and alteration thereof, and the use or manner of use of the Projects, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change or governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof.
- (h) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series _-_- Bonds advanced to it to be applied in a manner contrary to that provided in the Indenture and this Agreement.
- (i) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series _-_- Bonds to be includable in the gross income of owners thereof for federal income tax purposes.
- (j) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.
- (k) The Borrower approves the issuance of the Series _-_- Bonds and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.

- (l) The Borrower covenants and agrees to provide annual audited financial statements to the Administrator as soon as reasonably practical upon their becoming available and, upon request, such other financial information as shall be reasonably requested to the Administrator, the Bank, the Bond Insurer and the Authority.
- (m) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Indenture, the Purchase Agreement, the Remarketing Agreement, the Standby Bond Purchase Agreement and the Program Administration Agreement.
- (n) The interest on the Agreement is intended to be excludable from gross income for purposes of Federal income taxation.
- (o) The Borrower covenants and agrees to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Authority, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.
- (p) All information provided to the Authority in this Agreement or in any other document or instrument with respect to the Loan, this Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V Events of Default

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

- (a) the payments required by Sections 3.01 through 3.02 are not paid punctually when due;
- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the Authority or the Trustee shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 30 days that the time to

cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;
- (d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or
- (e) the Borrower shall contest the validity of enforceability of any provision of this Agreement.

Section 5.02. Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Agreement), the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Series _-_- Bonds and the Bond Insurer, at any time thereafter and while such Event of Default shall continue, shall notify the Bond Insurer within five Business Days, and may, at its option, with the consent of the Bond Insurer and subject to the provisions of the Indenture, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

ARTICLE VI Prepayment

Section 6.01. Option to Prepay. The Borrower shall have the right and option throughout the term hereof to prepay in whole or in part the Loan advanced hereunder at the prices and upon the terms hereinafter set forth.

Section 6.02. Optional Prepayment Price.

(a) If the Series ___ Bonds are bearing interest at the Auction Rate, Daily Rate, Weekly Rate, the Commercial Paper Rate and the Short-Term Rate at the time of prepayment, the prepayment amount shall be the Outstanding principal amount of the Series ___ Bonds as of the designated Redemption Date, plus interest and Additional Payments accrued thereon to the Redemption Date of the Series ___ Bonds.

(b) If the Series ___ Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate at the time of prepayment, the prepayment amount shall be the applicable Redemption Price as set forth in Section 3.02(b) of the Indenture, plus interest accruing between the Prepayment Date and the Redemption Date (or, if said investment earnings exceed interest accrued during said period, less said excess), plus Additional Payments accrued to the Redemption Date.

(c) If any of the Series ___ Bonds are Bank Bonds at the time of prepayment, the prepayment amount with respect to the Bank Bonds shall be the Outstanding principal amount of the Bank Bonds, plus Additional Payments and interest (including interest at the Bank Rate and Excess Interest, if applicable) accrued to the Redemption Date.

Section 6.03. Notice of Prepayment. The Borrower shall give notice of its intent to prepay its Loan to the Trustee, the Administrator, the Bank (if applicable) or to the Agent on behalf of the Bank and the Bond Insurer (if applicable) in the manner for giving notices hereunder pursuant to Section 7.07 hereof at least forty-five (45) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay its Loan or a portion thereof, the proposed Prepayment Date, the proposed Redemption Date for the Series ___ Bonds and, in the case of a partial prepayment, the principal amount of the Series ___ Bonds to be redeemed. The Borrower shall cause the Administrator to instruct the Trustee as to the investment of the funds so deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower, and the Authority and Trustee are entitled to rely on said instructions. After the notice of prepayment has been given as above provided, the Series ___ Bonds shall not be converted from one Interest Rate Mode to another Interest Rate Mode and Series ___ Bonds bearing interest at the Medium-Term Rate shall not be changed to a different Medium-Term Rate Period after the notice of prepayment has been given as above provided.

Section 6.04. Partial Prepayment. If the Borrower exercises its right and option to prepay the Loan in part, the prepayment shall be in an amount such that the Series ___ Bonds remaining Outstanding after the Redemption Date will be in an Authorized Denomination and no portion of a Series ___ Bond shall be redeemed that would result in a Series ___ Bond remaining Outstanding that is smaller than the minimum Authorized Denomination for the Series ___ Bonds. The principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit A as Borrower shall elect by written notice to the Trustee.

Section 6.05. Deposit of Prepayment Amount. If the Series ___ Bonds are bearing interest at the Auction Rate, the Daily Rate, the Commercial Rate, the Weekly Rate, or the Short-Term Rate, the prepayment amount shall be deposited with the Trustee in immediately available

funds not later than 10:00 a.m., Nashville time, on the Redemption Date. If the Series _-_- Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate, the prepayment amount shall be deposited on any date prior to the Redemption Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series _-_- Bonds are Outstanding and unpaid, and until the Borrower shall have discharged or made provision satisfactory to Authority for the discharge of, all of its obligations under this Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

ARTICLE VII Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, the Administrator and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee, the Administrator and the Authority (the Trustee, each successor trustee, the Authority, the Administrator and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, wilful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the duties of the Trustee, the Administrator and the Authority thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Borrower, this Agreement or the Series _-_- Bonds), including enforcement of this Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Agreement.

ARTICLE VIII
Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Authority. No failure by Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Authority provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Authority or the Trustee of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Trustee of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Series _-_- Bonds and prior to the payment in full of the Series _-_- Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, the Bank (if applicable) and to the extent such amendment would affect the rights or obligations of a Swap Counterparty, the Swap Counterparty under a Swap Agreement, and the Bond Insurer (if applicable) given in accordance with the provisions of the Indenture.

Section 8.05. Applicable Law - Entire Understanding. This Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at the Blount County Courthouse, 341 Court Street, Maryville, Tennessee 37804, Attention: County Mayor; (b) if to the Authority, addressed to the Authority, Attention: Executive Director, 381 Court Street, Maryville, Tennessee 37804, with a copy of the Authority's counsel, Crawford, Crawford & Newton, First Tennessee Bank Building, Maryville, Tennessee 37802, Attention: Norman Newton, Esq.; (c) if the Administrator, at The Farragut Building, 530 South Gay Street, Suite 800, Knoxville, Tennessee 37902, Attention: Joseph K. Ayres; (d) if to the Trustee, addressed to the Trustee at 315 Union Street, Nashville, Tennessee 37201, Attention: Corporate Trust; and (e) if to the Bond Insurer, Ambac Assurance Corporation, One State Street Plaza, New York, New York 10004; or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Indenture.

Section 8.08. Headings and References. The headings in this Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and to the Bond Insurer.

Section 8.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. Amendments, Changes and Modifications of Indenture. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower and the Bond Insurer, enter into or consent to any amendment, change or modification of the Indenture which would adversely affect the Borrower rights under this Agreement.

Section 8.12. No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Agreement.

Section 8.13. Refunding of the Series _-_- Bonds. The Series _-_- Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Borrower. In the event the Series _-_- Bonds are refunded by Bonds issued by the

Authority, all references in this Agreement to (i) the Series ___ Bonds shall be deemed to refer also to the refunding bonds, (ii) the Indenture shall be deemed to refer also to the indenture or other instrument pursuant to which the refunding bonds are issued, and (iii) any funds or accounts referred to herein shall be deemed to refer also to the corresponding funds or accounts established under the indenture or other instrument pursuant to which the refunding bonds are issued.

Section 8.14. Continuing Disclosure. In the event the Series ___ Bonds are not exempt under Section 15c2-12, the Borrower hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, as required by Rule 15c2-12 of the Securities Exchange Commission for the Series ___ Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series ___ Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Borrower to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series ___ Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Borrower to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 8.15. Allocation for Purposes of Section 265. The Borrower hereby agrees that the proceeds of the Series ___ Bonds and of the Loan shall be allocated to it for purposes of Section 265 of the Code.

[Signature Page Follows]

IN WITNESS WHEREOF, THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE, has executed this Loan Agreement by causing its name to be hereunto subscribed by its Chairman and attested by its Secretary; and BLOUNT COUNTY, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its County Mayor and County Clerk, all being done as of the day and year first above written, but with an effective date of _____ __, 20__.

THE PUBLIC BUILDING AUTHORITY
OF BLOUNT COUNTY, TENNESSEE

(SEAL)

By: _____
Chairman

ATTEST:

Secretary

BLOUNT COUNTY, TENNESSEE

(SEAL)

By: _____
County Mayor

ATTEST:

County Clerk

Series _-_- Loan Agreement

EXHIBIT A

REQUISITION

Series _-_- Bonds

REQUISITION NO. ____

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a Loan Agreement (the "Loan Agreement"), dated as of _____, 20__, by and between The Public Building Authority of Blount County, Tennessee and Blount County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 2.04 of the Loan Agreement, as follows:

1. Borrower, through its Authorized Borrower Representative, hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$_____.
2. All amounts advanced hereunder will be used to pay Cost of the Projects, as defined in the Loan Agreement.
3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.
4. The subject of this request is a proper Cost of the Projects, as described in the Loan Agreement.
5. The amount requested should be wired to:

Bank: _____
 ABA Number: _____
 Account Name: _____
 Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this ____ day of _____, _____.

BLOUNT COUNTY, TENNESSEE

Name: _____
 Title: _____

Funding Date: Thursday, _____, _____.

Note: Requisitions will be funded on the 2nd Tuesday of each month. Requisitions should be received by the Trustee no later than 12:00 noon eastern time on the preceding Friday in order to paid on the following Tuesday.

After execution, fax the Requisition as follows:

To the Trustee:
 Regions Bank
 Corporate Trust Department
 Attn: Wallace Duke
 (615) 687-4534 (Office-Confirm)
 (615) 687-4503 FAX)

To the Administrator:
 TN-Loans Program Administrators, Inc.
 (865) 637-1131 (Office-Confirm)
 (865) 637-0169 (FAX)

EXHIBIT B

COMPLETION CERTIFICATE

Series _-_- Bonds

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a Loan Agreement ("Loan Agreement"), dated as of _____, 20__, by and between The Public Building Authority of Blount County, Tennessee and Blount County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 2.05 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;
2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and
3. The Authority and the Trustee are directed to apply any excess funds remaining in the Borrower Account of the Loan Fund under the Loan Agreement in accordance with the provisions of Section 2.05 of the Loan Agreement.

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this _____ day of _____, _____.

BLOUNT COUNTY, TENNESSEE

Name: _____
Title: _____

EXHIBIT C
PRINCIPAL REDUCTION SCHEDULE

Date
(May 25)

Principal

RESOLUTION No. _____

Sponsored by Commissioners: Keith Brock and Otto Slater

RESOLUTION TO LEVY A COUNTY-WIDE MOTOR VEHICLE TAX

WHEREAS, Tennessee Code Annotated, Section 5-8-102, authorizes counties to levy a motor vehicle privilege tax as a condition precedent to the operation of a motor vehicle within a county; and,

WHEREAS, the need for new revenue sources to fund road improvements is great in Blount County;

NOW, THEREFORE BE IT RESOLVED, by the Blount County legislative body that;

SECTION 1. For the privilege of using the public roads and highways, in Blount County, Tennessee, there is levied upon motor-driven vehicles, and upon the privilege of the operation thereof, except motorcycles, motor-driven bicycles and scooters, farm tractors, self-propelled farm machines not usually used for operation upon public highways or roads, and motor-driven vehicles owned by any governmental agency or governmental instrumentality and except for other exemptions provided by general law, a special privilege tax for the benefit of such county, which tax shall be in the amount of ten dollars (\$10.00) for each such motor-driven vehicle, the owner of which resides within said county.

This tax applies to, is a levy upon, and shall be paid on each motor-driven vehicle, the owner of which resides within said county.

SECTION 2. The tax herein levied shall be paid to and collected by the County Clerk of Blount County, who is authorized by Tennessee Code Annotated, Section 67-4-103, to collect such privilege taxes. The County Clerk shall collect this tax at the same time he or she collects the state privilege tax levied upon the operation of a motor-driven vehicle over the public highways of this state. The County Clerk shall deduct a fee of five percent (5%) as authorized in Tennessee Code Annotated, Section 8-21-701(55), from the amount of taxes collected and paid over to the County Trustee.

SECTION 3. The tax herein levied shall be deposited entirely into the Highway Capital Projects Fund minus the County Clerk fee.

SECTION 4. Payment of the privilege tax imposed hereunder shall be evidenced by the State of Tennessee form and receipt used to account for decals and by a decal issued by the County Clerk, which shall be displayed by affixing the decal on and to the lower right corner of the license plate in the space provided for such decal. The design of the decal shall be determined by the County Clerk and shall be the same size as the state renewal decal. The expense incident to the purchase of such decals herein required, as well as the expense of obtaining proper receipts and other records necessary for the performance of the duties herein incumbent upon the County Clerk, shall be paid from the general fund of the county.

SECTION 5. The privilege tax or wheel tax herein levied, when paid together with full, complete, and explicit performance of and compliance with all provisions of this Resolution, by the owner, shall entitle the owner of the motor-driven vehicle for which said tax was paid and on which the decal or emblem has been affixed as herein provided, to operate or allow to be operated such vehicle over the streets, roads, and highways of the county for a period of one year which will run concurrently with the period established for the state registration fees by Tennessee Code Annotated, Section 55-4-104.

In the event the wheel tax decal is sold by the Clerk for a period of more or less than a calendar year, the tax imposed shall be proportionate to the annual tax fixed for the vehicle and modified in no other manner, except that the proportional tax shall be rounded off to the nearest quarter of a dollar.

SECTION 6. In the event any motor-driven vehicle, for which the wheel tax has been paid and the emblem or decal issued and placed thereon, becomes unusable or is destroyed or damaged to the extent that it can no longer be operated over the public roads, streets or highways of said county; or in the event that the owner transfers the title to such vehicle, or completely removes therefrom and destroys the decal or emblem issued for and placed thereon, and the owner makes proper application to the Clerk for the issuance of a duplicate decal or emblem to be used by such owner on another vehicle for the unexpired term for which the original decal or emblem was issued, and the Clerk is satisfied that the applicant is entitled to the issuance of such a duplicate decal or emblem and the owner pays into the hands of the Clerk the sum of five dollars (\$5.00), the Clerk will then issue to such owner a duplicate receipt, canceling the original receipt delivered to the Clerk by the owner, and will deliver to the owner a duplicate decal or emblem, which shall be affixed to the motor-driven vehicle for which it is issued, as herein provided, and such duplicate decal or emblem shall entitle the owner to operate or allow to be operated the vehicle upon the streets , roads, and highways of said county for the remainder of the period for which the original decal or emblem was issued. Likewise, in the event a decal or emblem becomes obliterated, erased, or defaced, or is destroyed under the provisions of this resolution, and is therefore illegible and unusable by the owner, upon proper application made by the owner and filed with the Clerk, showing such circumstances and facts to be true, then the Clerk, upon receipt from the owner of five dollars (\$5.00) may issue and deliver to the owner, a duplicate decal or emblem.

SECTION 7. Any future increases to the tax must be approved by referendum.

SECTION 8. The effective date of collection for the aforementioned privilege tax or wheel tax will be _____, ____ as determined by the Board of Commissioners of Blount County this 20th day of January 2005.

Duly authorized and approved this 20th day of January 2005.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

RESOLUTION NO. _____
Sponsored by Commissioners: Otto Slater and Donna Dowdy

A RESOLUTION REQUESTING THE BLOUNT COUNTY SENATOR AND REPRESENTATIVES TO SPONSOR LEGISLATION IN THE GENERAL ASSEMBLY WHICH WOULD AMEND THE PUBLIC LAW OF THE STATE OF TENNESSEE TO ALLOW COUNTIES TO IMPOSE A USER'S FEE ON PERMANENT DOCUMENTS TO BE COLLECTED WHEN DOCUMENTS ARE FILED, AND TO SPONSOR A PUBLIC ACT WHICH WOULD AUTHORIZE BLOUNT COUNTY TO LEVY AND COLLECT A FEE NOT TO EXCEED \$2.00 ON PERMANENT DOCUMENTS FILED. THIS FEE WOULD BE USED EXCLUSIVELY FOR THE RECORDS MANAGEMENT OFFICE.

WHEREAS, the Blount County Records Commission has recommended that the county commission adopt a resolution requesting the Blount County Senator and Representatives to sponsor a public act in the General Assembly of the State of Tennessee which would amend Tenn. Code Ann. 10-7-408 and allow counties to establish and collect an archives and record management fee not to exceed \$2.00 per document filed, such fee to be used exclusively for duplicating, storing, and/or maintaining any records required by law to be permanently kept to include any county with the population of 105,800 to 105,900 according to the 2000 census.

WHEREAS, Tennessee Code Annotated, Section 10-7-403, states the county legislative body has the power to establish and create a county records commission and

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Blount County, meeting this 20th day of January, 2005, as follows:

SECTION 1. The Blount County Senator and Representatives are requested to sponsor legislation in the General Assembly which would amend the general law of the State of Tennessee, viz., Tenn. Code Ann. 10-7-408

SECTION 2. Tennessee Code Annotated Section 10-7-408 is amended by designating the existing language as subsection (a) and adding the following language as a new subsection (b):

(b) The county legislative body of any county which creates a county records commission has the power to establish and collect, through all county offices as referred to in section 10-7-403, an archives and record management fee not to exceed \$2.00 per document filed, such fee to be used exclusively for duplicating, storing, and/or maintaining any records required by law to be permanently kept to include any county with the population of 105,800 to 105,900 according to the 2000 census.

SECTION 3. This Act shall take effect immediately, the public welfare requiring it.

Adopted this ____ day of _____, 2005.

Chairman

ATTEST:

County Clerk

Resolution Sponsors:

Dennis Cardin
Commissioner

Shirley Townsend
Commissioner

Approved: _____

Vetoed: _____
County Mayor _____ Date _____

ESTIMATES ON PERMANENT RECORDS FILED IN 2003-04

Office of Circuit Court Clerk	2003-04	
Court Cases Filed	24,430	
Total Cases Filed		24,430
Office of County Clerk	2003-04	
Marriage Licenses	1,200	
Probated Estates	600	
Total Filed		1,800
Office of Chancery Court	2003-04	
Chancery Court	1,675	
Total Cases Filed		1,675
Office of Register of Deeds	2003-04	
Deeds	3,000	
Total Filed		3,000
TOTAL ESTIMATE OF PERMANENT DOCUMENTS FILED		30,905

Filing fee of \$2.00 per permanent document X 30,905 = \$61,810.00 possible revenue depending on the number of permanent documents filed in the future.

*Listed above are the departments and files which will be affected by the attached resolution. However, the Records Management Department receives and stores records from many other departments which will not be affected by this public act.

INFORMATION ONLY

Permanent Records stored by the Blount County Records Management (Dates estimated, some years are missing)

Marriage Licenses 1795-June 2002

Wills - 1800's - 1900's

Birth Records 1881-2 , 1908-12, 1925-1938

Death Records 1881-2, 1908-12, 1925-1938

Tax Rolls 1846 - 1995

Property Assessor Records

Chancery Court Files 1850-1900's

Chancery Court files (Divorces) 1930-1968

County Court Records 1801-1900's

Circuit Court 1894- 1992

Criminal Court Records 1930's - 1991

General Sessions Civil 1960's - 1996

General Sessions State 1972- 1992

Circuit Court L files 1980 - 1991

Child Support

Road Books 1860-1900's

Payroll Records

Accounting Records (All Minutes are permanent record)

Juvenile Court Records

Sheriff's Department Records (Inmate Record Books, Workhouse Comm. Minutes, Arrest Records)

Adoption files

County Executive files (All Minutes are permanent record, Audits 25 years)

Register of Deeds (Warrantee Deeds, Deeds of Trust, Indexes, Maps, Chattel Mortgages)

The Records Management Office also stores other temporary records from the departments listed above and other departments not listed.

Some records are confidential and are not available to the public. Birth records are confidential for 100 years and death records for 50 years. Juvenile files are unavailable to the public. Adoption records are released by court order only.

List updated 1/14/2005

RESOLUTION No. _____

Sponsored by Commissioners: Robert Ramsey and Otto Slater

A RESOLUTION TO ALLOW BLOUNT COUNTY GOVERNMENT TO ENTER INTO A JOINT AGREEMENT WITH THE CITY OF MARYVILLE AND CITY OF ALCOA REGARDING A GEOGRAPHICAL INFORMATION SYSTEM.

WHEREAS, Blount County Government feels that it would be the most practical and cost-effective method to enter into an agreement with the City of Maryville and City of Alcoa to implement and oversee a Geographical Information System that would serve the citizens of the three government entities; and

WHEREAS, it is deemed to be in the best interest of Blount County to consider the attached agreement detailing what is involved in the creation of An Intergovernmental GIS Steering Committee.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 20th day of January 2005, that Blount County Government be granted authority to enter into the attached agreement with the City of Maryville and City of Alcoa regarding the establishment of an Intergovernmental GIS Steering Committee.

Duly authorized and approved the 20th day of January 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

AGREEMENT

This agreement made and entered into on this the _____ day of _____, 200__ by and between Blount County, a political subdivision of the State of Tennessee, City of Maryville, a municipal corporation located in Blount County, Tennessee, and City of Alcoa, a municipal corporation located in Blount County, Tennessee.

WITNESSETH:

THAT WHEREAS, the parties hereto are responsible for governing and managing services within their respective territorial jurisdictions; and

WHEREAS, the most practical and cost-effective method to accomplish such responsibilities is through a joint and cooperative effort of the parties hereto; and

WHEREAS, Geographical Information Systems technology is a means to manage data in a collaborative way that should minimize redundant database entries, map revisions, and other duplications of effort. Realizing that the services provided by each jurisdiction will be greatly improved and streamlined.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is agreed between the parties hereto as follows:

1. **NAME.** There is hereby established the Intergovernmental GIS Steering Committee.
2. **PURPOSES.** The purpose of the Intergovernmental GIS Steering Committee are to provide oversight and guidance with regard to developing the Geographic Information System policies, hiring and managing the GIS manager, managing and developing joint fiber optic assets, and reviewing annual budget submissions for developing, populating, maintaining the Geographic Information System within the territorial jurisdictions of the parties hereto.
3. **JURISDICTION.** The Intergovernmental GIS Steering Committee shall have exclusive jurisdiction to provide oversight and guidance and establish policies as set forth in section 2 above for the parties hereto.
4. **COMPOSITION.** The Intergovernmental GIS Steering Committee will be composed of six members. These six members shall be as follows: Deputy County Mayor, City of Maryville City Manager, City of Alcoa City Manager, City of Maryville GIS Coordinator, City of Alcoa GIS Coordinator, and the Blount County GIS Coordinator.
5. **POWERS.** The Intergovernmental GIS Steering Committee shall have the following powers:
 - a. To establish rules and regulations for the conduct of its business as it deems necessary;

- b. To provide for and establish policies for the appointment of a full-time Geographic Information System Manager;
 - c. To organize itself in such manner as it will determine, electing such officers as it in its judgment will be appropriate to carry out the purposes for which it has been organized.
6. **FUNDING.** The Intergovernmental GIS Steering Committee shall be funded through joint funding of each participating governmental agency. The funding requirements for this budget shall be funded as follows: Initial budget funding of \$105,000 will be used to hire a GIS Manager. Increases in this budget in future years as a result of this agreement shall be split as follows:
- | | |
|-------------------|--------|
| Blount County | 33.33% |
| City of Maryville | 33.33% |
| City of Alcoa | 33.33% |
7. **COMPENSATION.** The members of the Intergovernmental GIS Steering Committee shall serve without compensation.
8. **DURATION.** This Agreement will continue indefinitely; provided, however, any party may terminate this Agreement by giving the other parties ninety (90) days written notice thereof.
9. **AMENDMENTS.** This Agreement may be altered or amended at any time by the unanimous agreement of all parties hereto, which amendment will not become effective until reduced to writing and executed by all of the parties hereto.
10. **EFFECTIVE DATE.** This Agreement will become effective upon its approval by the governing bodies of the cities of Maryville and Alcoa and Blount County, to include the appropriate signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and date first above written.

Blount County

By: _____
County Mayor

Attest:

County Clerk

City of Maryville

By: _____
Mayor

Attest:

City Recorder

City of Alcoa

By: _____
Mayor

Attest:

City Recorder



RESOLUTION SPONSORS: _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING AND SETTING FEES FOR OBTAINING GRADING PERMITS.

WHEREAS, on December 16, 2004, the Board of County Commissioners of Blount County, Tennessee, (the "county commission") adopted Resolution No. 04-12-016 entitled "A Resolution Adopting Regulations to Protect Water Quality in the Unincorporated Areas of Blount County by Prohibiting, Suppressing and Preventing the Contamination of Storm Water by Grading, Erosion, and Sedimentation" (the "resolution"); and

WHEREAS, subject to certain specified exceptions, section 4 of the resolution requires that a grading permit be issued before any person may engage in any land-disturbing activity within the unincorporated areas of Blount County; and

WHEREAS, subsection E of section 8 of the resolution requires that the county commission shall set fees for obtaining such grading permits.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 20th day of January, 2005, as follows:

Section 1. The following fees are hereby established and set for obtaining grading permits for projects located within the unincorporated areas of Blount County.

<u>Project Acreage</u>	<u>Fee</u>
Equal to or greater than 500 acres	\$ 7,500
Equal to or greater than 250 acres but less than 500 acres	5,000
Equal to or greater than 150 acres but less than 250 acres	4,000
Equal to or greater than 100 acres but less than 150 acres	3,000
Equal to or greater than 75 acres but less than 100 acres	2,000
Equal to or greater than 50 acres but less than 75 acres	1,000
Equal to or greater than 40 acres but less than 50 acres	750

Equal to or greater than 30 acres but less than 40 acres	\$ 600
Equal to or greater than 20 acres but less than 30 acres	500
Equal to or greater than 10 acres but less than 20 acres	400
Equal to or greater than 5 acres but less than 10 acres	300
Equal to or greater than 1 acre but less than 5 acres	250
Equal to or greater than 0 acre but less than 1 acre	0

Section 2. This resolution shall take effect upon its adoption the public welfare requiring it.

ADOPTED this 20th day of January, 2005.

Chairman

Attest:

County Clerk

Resolution Sponsors:

Commissioner

Commissioner

Approved: _____

Vetoed: _____

County Mayor

Date

Blount County Museum Board

The Old Commission Room, Blount County Courthouse, 359 South Court Street, Maryville, TN 37804
George Williams, Chairman

December 8, 2004



Dear Members of the Blount County Commission:

The membership of the Blount County Museum Board, charged by several commissions with studying the feasibility of there being a museum in Blount County to discover and celebrate the history of this historic county, has determined that such a museum should be created. The museum board now has both **plan** and **purpose**: we need, with your help, to add **place** to the objectives. Board members will be coming to you on the 16th of the month to ask for the place to house our museum—the building many still refer to as the “old” library.

Many of you have already been approached on an individual basis, and at your next meeting will be asked collectively to allow the people of Blount County to continue using the former library (now the municipal building) for the pride, education, and historical benefit of all Blount County citizens. The history of each settlement, each community, each historic school district, and each sports team deserves to be displayed and recounted in an interesting, lively way.

The story of commerce for the district—from its growth from an agrarian pioneer settlement to the county’s thriving manufacturing and service-oriented economic base of today needs to be related. Featured displays and stories about the oldest continually operating manufacturing plant in the state (in Rockford) will awaken pride in the community. Hearing and seeing the story of the formation and growth and history of the Aluminum Company of America (Alcoa), will cause prickles of pride to run up and proudly straighten Blount County spines. The world changes that have brought Denso here will remind Blount County citizens that they have gone from a farm community where families struggled to raise enough food to a county that supplies the need for certain goods for the entire world.

Tales of county transportation, too, and the many routes that have brought people and their hand-made and farm-grown goods and later manufactured goods up and down our rivers, roads, rails, and runways will be featured. A transportation section of the museum, important not only because it will create historic links for mental travel, will also allow us to apply for certain grants available for set-up and display purposes.

The stories of “ordinary” sons and daughters of the county, stories of the native peoples of the area, stories of fame, fortune and even failure, stories of strife overcome and triumph over struggle—all can and should be told. You can provide the venue—the place—for all of these stories to be told, for artifacts to be displayed, for diaries and other historical accounts to be read. Your affirmative vote will allow the Museum Board to follow its plan of turning a county building with an uncertain future into one that links the people of Blount County to their wonderful past.

The Blount County Museum Board expects to raise monies to turn the building into a museum and will raise maintenance, staffing, and display money from strong fund-raising efforts. From the commission, we need only a win/win catalyst: permission to keep a public building available to the public. Although there are buildings such as the recently deserted Labor and Workforce building across from the court house, the size is more suitable for court house offices than for meeting the historical display and record needs of the county. However, a Blount County museum would be a logical place to store county archival material. That would free space in the court house for other needs, too. The county cannot hope to raise—by the sale of the building at public auction—the amount of money the building is truly worth: the amount it would cost Blount County to replace the building. If the museum board can stop worrying about erecting a building and stick to raising only the building’s conversion, operating, and maintenance costs, its task will be reduced from monumental to manageable.

If the commission will be good enough to allow us to have the building on the 16th of December, we will begin on the 17th to raise the needed funds for making the dream of a Blount County Museum into a reality. Thank you for considering our request. A delegation from our board will be at your meeting on December 16.

Sincerely yours,
The Membership of the Blount County Museum Board &
George Williams, Chairman of the Board



RESOLUTION No. _____

Sponsored by Commissioners Bob Kidd and Keith Brock

A RESOLUTION TO ADOPT THE COUNTY FINANCIAL MANAGEMENT SYSTEM OF 1981.

WHEREAS, the General Assembly has enacted the County Financial Management System of 1981, codified in *Tennessee Code Annotated*, Sections 5-21-101 through 5-21-129; and

WHEREAS, *Tennessee Code Annotated*, Section 5-21-126, authorizes counties to adopt the provisions of the County Financial Management System of 1981 by a two-thirds (2/3) majority vote of the county legislative body; and

WHEREAS, after studying this optional law, the county legislative body of Blount County has concluded that it is in the best interest of the county to follow the procedures delineated in the law.

NOW THEREFORE, BE IT RESOLVED by the County Legislative Body meeting in session on this the 20th day of January, 2005, at Maryville, Tennessee, that Blount County shall be governed by the provisions of the County Financial Management System of 1981, codified in *Tennessee Code Annotated*, Sections 5-12-201 through 5-21-129, and as it may be amended from time to time; and

BE IT FURTHER RESOLVED that this resolution shall take effect upon passage, the public welfare requiring it.

Adopted by two-thirds (2/3) majority vote this 20th day of January, 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Executive

Date

Document 1 of 10**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-101.
Short title.

5-21-101. Short title.

This chapter shall be known and may be cited as the "County Financial Management System of 1981."

[Acts 1981, ch. 325, § 1.]

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Document 2 of 10**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-102.
Definitions.

5-21-102. Definitions.

As used in this chapter, unless the context otherwise requires:

- (1) "Committee" means the county financial management committee;
- (2) "Department" means the finance department; and
- (3) "Director" means the director of the finance department.

[Acts 1981, ch. 325, § 2.]

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Document 3 of 10**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-103.
Finance department - General provisions - County hospitals and nursing homes - Exclusion from coverage of chapter.

5-21-103. Finance department - General provisions - County hospitals and nursing homes - Exclusion from coverage of chapter.

(a) (1) There is hereby created a finance department to administer the finances of the county for all funds of the various departments, agencies and boards which are handled by the county trustee.

(2) The accounting, bank accounts, personnel and salary policies, and other policies of the funds and offices of the clerks of courts, county clerk, register of deeds, sheriff and trustee, which were not subject to the budgeting authority of the county legislative body prior to application of this part, are not subject to the provisions of this part. This part shall not be construed as authority over the fee and commission accounts of other accounts that are not handled by the trustee for offices other than the trustee nor for the trustee's fee and commission account. This part shall not be construed as authority over personnel policies or procedures or salaries of the various county offices or departments, except with respect to requiring necessary recordkeeping and reporting needed for performing the payroll functions as prescribed by the finance committee.

(b) The finance department shall be responsible for purchasing, accounting, budgeting, payroll, cash management and other such financial matters of the county as herein provided.

(c) All employees performing the functions of purchasing, payroll, accounting and budgeting in the various operating departments shall be transferred to the supervision of the director of finance, and such salaries, benefits and expenses relating to such personnel shall be budgeted under the finance department, notwithstanding any other law to the contrary. No employee may be transferred, however, from the office of the trustee, county clerk, assessor of property, clerks of courts, register of deeds or sheriff.

(d) (1) The department shall establish a system of fiscal management, control, accounting, budgeting, purchasing and cash management as herein provided.

(2) Such system shall conform to generally accepted principles of governmental accounting and shall be in substantial agreement with the recommendations of the national council of governmental accounting, and the rules and regulations established by the comptroller of the treasury, commissioner of education and state law.

(e) (1) Notwithstanding any provision of this chapter to the contrary, the county legislative body may exclude, by two thirds (2/3) majority vote, the county hospitals and/or nursing homes from the provisions of this chapter. In the event county hospitals and/or nursing homes are excluded, the county legislative body may establish, after allowing the financial management committee to submit recommendations, financial procedures and reporting requirements to include, but not to be limited to, the following:

(A) Monthly financial reports;

(B) Approval of the required annual audit contract with a licensed Tennessee certified public accountant and the reports presented in such audit;

(C) Inspection of records, bank statements and other financial records; and

(D) Approval of the annual budget by the county legislative body prior to the beginning of the fiscal year.

(2) If a hospital and/or nursing home is excluded from the provisions of this chapter, the county legislative body may by two-thirds (2/3) majority vote include such hospitals and/or nursing homes under the provisions of this chapter. Upon voting to include such hospital and/or nursing home, implementation of the provisions of this chapter shall begin no later than the beginning of the next fiscal year.

[Acts 1981, ch. 325, § 3; 1991, ch. 236, § 1; 1993, ch. 515, §§ 1, 2, 3.]

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Document 4 of 10

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-104. Financial management committee - General provisions.

5-21-104. Financial management committee - General provisions.

- (a) A county financial management committee is hereby created.
- (b) (1) The committee shall consist of the county executive, supervisor of highways, superintendent of education, and four (4) members elected by the county legislative body at its regular September session of each year or at any subsequent session.
- (2) The four (4) members elected by the county legislative body need not be members of such body.
- (c) Such committee shall elect its own chair and shall meet from time to time as it may deem necessary for the discharge of its duties as provided herein.
- (d) The director shall be the ex officio secretary of such committee.
- (e) (1) The committee shall establish and approve policies, procedures and regulations in addition to the specific provisions of this chapter, for implementing a sound and efficient financial system for administering the funds of the county.
- (2) Such system shall include budgeting, accounting, purchasing, payroll, cash management and such other financial matters necessary to an efficient system.

[Acts 1981, ch. 325, § 4.]

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Document 5 of 10

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-105. Special committees - General provisions.

5-21-105. Special committees - General provisions.

(a) The county legislative body may authorize the committee to assume the functions of any or all of the following special committees or the county legislative body may by resolution create:

- (1) A budget committee;

(2) An investment committee; or

(3) A purchasing committee.

(b) (1) Except as provided in subdivision (b)(2), upon creation, the special committees shall be composed of a minimum of five (5) members appointed by the county legislative body. The members of such committee need not be members of the county legislative body.

(2) (A) Notwithstanding the provisions of subdivision (b)(1), in counties having the following populations, according to the 1990 federal census or any subsequent federal census, special committees shall be composed of five (5) members:

not less than -----	nor more than -----
13,375	13,600
46,000	46,500
67,600	67,900
77,800	78,000

(B) Notwithstanding the provisions of subdivision (b)(1), in counties having a population of not less than seventeen thousand two hundred fifty (17,250) nor more than seventeen thousand five hundred fifty (17,550) according to the 1990 federal census or any subsequent federal census, the budget committee shall be composed of six (6) members.

(c) The director shall be the ex officio secretary of each such committee.

(d) The budget committee shall establish and approve policies, forms and documents, procedures, and regulations necessary for the preparation of the annual operating and capital improvement budgets.

(e) The investment committee shall establish and approve policies and procedures for cash management and investing idle cash funds in various investments as prescribed by law.

(f) The purchasing committee shall establish and approve policies and procedures for the purchasing of all supplies, equipment or goods for the county.

[Acts 1981, ch. 325, § 5; 1992, ch. 789, §§ 1-3; 1996, ch. 645, § 1.]

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Document 6 of 10

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-106.
Director - Appointment and compensation.

5-21-106. Director - Appointment and compensation.

(a) (1) The committee shall appoint the director.

- (2) The committee may dismiss the director, subject to the approval of the county legislative body.
- (3) The director shall for all purposes be an employee of the county.
- (b) (1) The director shall have a minimum of a bachelor of science degree from an accredited college or university. Such person shall have had at least eighteen (18) quarter hours or equivalent semester hours in accounting.
- (2) The committee may select a person not having a bachelor of science degree or having a sufficient number of hours in accounting; provided, that such person has at least two (2) years of acceptable experience in a related position or an equivalent number of other related courses.
- (c) The compensation of the director shall be established by the committee, subject to the approval of the county legislative body.

[Acts 1981, ch. 325, § 6; 1986, ch. 732, § 1.]

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Document 7 of 10

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-107.
Director - Duties.

5-21-107. Director - Duties.

- (a) The director shall oversee the operation of the department in the functions established by this chapter, and shall be responsible for the implementation of the policies of the committee or such special committees established by the county legislative body.
- (b) The director shall, among the director's duties, install and maintain a purchasing, payroll, budgeting, accounting and cash financial management system for the county.
- (c) The director shall assist other county officials and employees in achieving an efficient financial management system for the county.
- (d) The director has the authority to hire personnel for the finance department; provided, that the positions are funded in the annual budget and the personnel so hired meet the written job requirements as recommended by the director and approved by the committee.

[Acts 1981, ch. 325, § 7.]

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Document 8 of 10**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-108.
Director - Deputy.

5-21-108. Director - Deputy.

(a) A person employed by the finance department shall be recommended by the director and approved by the committee to serve as deputy director of finance.

(b) (1) The person employed for this position shall perform such duties and responsibilities as assigned by the director.

(2) In the absence of the director, the deputy director shall perform the duties of the director necessary to the continued operation of the department, including, but not limited to, the cosigning of warrants, payroll checks and purchase orders.

[Acts 1981, ch. 325, § 8.]

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Document 9 of 10**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-109.
Director - Bond.

5-21-109. Director - Bond.

(a) The director shall execute a blanket bond in an amount of not less than fifty thousand dollars (\$50,000) for the faithful performance of the director's duties as director and of the department employees in accordance with the general law for such bonds.

(b) The cost of such bond shall be paid from funds appropriated to the department for such purpose.

(c) The amount of such bond may be increased subject to the approval of the committee, and additional appropriations by the county legislative body.

(d) The bond shall be prepared in accordance with the provisions of [title 8, chapter 19](#), approved by the county legislative body, recorded in the office of the county register of deeds and transmitted to the comptroller of the treasury for safekeeping.

[Acts 1981, ch. 325, § 9; 1998, ch. 677, § 5.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-110.
Budget - Preparation and committee review.

5-21-110. Budget - Preparation and committee review.

(a) The budget committee, in conjunction with the director shall, on or before February 1 of each year, prescribe the budgetary procedures, forms, calendar and other information as may be necessary to implement the budgetary procedures contained in this chapter.

(b) Each department or office of county government shall submit on request of the budget committee a proposed budget for the succeeding fiscal year and such other budgetary information requested by the director of the budget committee.

(c) (1) The director shall prepare from the information submitted to such director a consolidated budget document.

(2) Such document shall show by item the amounts estimated by the various departments and officials to be required for the efficient operation of the county government from the county general fund, the debt service funds, highway funds, school funds and all other funds.

(3) Such document shall show an estimate of the revenues to be received by each of the funds during the next fiscal year and an estimate of the unencumbered fund balance of each of such funds at the beginning of the fiscal year.

(d) (1) The director shall file the consolidated budget with the budget committee.

(2) The budget committee shall review and present the recommended budget to the members of the county legislative body at least ten (10) days prior to the July meeting.

(3) Such budget shall contain an itemized and classified plan of all proposed expenditures and estimated receipts for the ensuing fiscal year as submitted by each department, office or agency and recommended by the budget committee, and shall conform to the uniform classification of accounts established by the director in accordance with the prescribed state uniform accounting system.

(4) It is expressly provided that the classification of expenditures and receipts of any and all county school funds for any purpose, administered by the county board of education and county superintendent of schools, shall conform to the classification of accounts as prescribed by the commissioner of education.

(5) The budget committee shall fully provide in the budget for all requirements for debt service, interest and bond maturities and for any cash deficit in any fund at the beginning of the fiscal year, and shall propose a tentative tax rate to fund such budget. The budget committee shall fully provide for any court-ordered expenses, including, but not limited to, deputies' and assistants' salaries authorized by court order pursuant to [title 8, chapter 20](#). The budget, when adopted, shall appropriate funds to fully comply with such court order. The county legislative body shall adopt any budget amendment necessary to implement the provisions of such court order.

[Acts 1981, ch. 325, § 10; 1993, ch. 515, § 4.]

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Document 1 of 19**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-111.
Budget - Hearings - Supporting documents - County action.

5-21-111. Budget - Hearings - Supporting documents - County action.

(a) (1) (A) At least ten (10) days before the proposed budget is to be presented to the governing body, the budget committee shall cause to be published in a newspaper of general circulation the proposed annual operating budget.

(B) This budget shall contain a budgetary comparison for the following governmental funds:

(i) General;

(ii) Highway/public works;

(iii) General purpose school fund; and

(iv) Debt service

that shall include comparisons of the proposed budget with the current year and the prior year.

(C) The budgetary comparisons shall be by individual fund and shall summarize revenues by local taxes, state of Tennessee, federal government and other sources. Expenditures shall be summarized by salaries and other costs. The budgetary comparison shall also present beginning and ending fund balances and the number of employee positions.

(2) Such publication shall also contain a notice of a public hearing to be conducted by the budget committee at which any citizen of the county upon five (5) days' written request shall have the right to appear and state such citizen's views on the budget.

(b) The budget committee shall present the budget to the county legislative body at the regular July meeting each year or at a special session called for this purpose prior to the regular July meeting.

(c) The proposed budget shall be accompanied by a budget message explaining the financial program and outlining the services, work and activities to be financed by the proposed budget and a brief discussion of the means proposed for financing the expenditure program set forth in the budget.

(d) With the proposed budget, the budget committee shall deliver to the county legislative body a budget appropriation resolution and a tax levy resolution.

(e) (1) The county legislative body may alter or revise the proposed budget except as to provision for debt service requirements and for other expenditures required by law.

(2) The county legislative body shall finally adopt a budget in July.

(f) (1) After the adoption of the budget, any county department, agency or official shall be entitled to a hearing before the county legislative body to justify any proposed additional requests or budget estimates.

(2) The director may make quarterly allotments to any department, agency or official seeking a budget hearing in an amount not in excess of that approved in the budget for such quarter.

(3) Upon amendment of the budget, the director shall make a supplemental allotment or impound the funds of any department, agency or official to bring such appropriations in line with the amended budget.

(g) The budget, the appropriation resolution, and the tax levy resolution, as adopted, shall be spread upon the minutes of the county clerk.

[Acts 1981, ch. 325, § 11; 1991, ch. 484, § 7.]

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Document 2 of 19

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-112. Appropriations - Later modifications - Impounding.

5-21-112. Appropriations - Later modifications - Impounding.

(a) The appropriations made in the appropriation resolution, or any amendment thereto, shall constitute the limit to expenditures for the various purposes and from the several funds of such county for the fiscal year covered by the resolution, and no expenditure shall be made or obligation created in excess of such limitation.

(b) Any resolution presented to the county legislative body in any fiscal year, after the original appropriation resolution has been adopted and the tax rate for the year fixed by the county legislative body, which provides for an appropriation in addition to those made in the original budget appropriation, shall specifically provide by tax levy, provide sufficient revenues, or designate the source of funds to meet expenditures to be made in consequence of such additional appropriation.

(c) (1) If at any time during the fiscal year it shall become apparent that the revenues of any of the county's funds, together with its unencumbered cash balance at the beginning of such year, will not be sufficient to equal the amount of the original appropriations, it shall be the duty of the director to impound the appropriations from such fund in such amount as shall be necessary to balance such account. Nevertheless, the impoundment power provided by this section shall not apply to the funds appropriated to the offices of trustee, county clerk, assessor of property, clerks of courts, register of deeds or sheriff.

(2) Upon the written approval of the committee, such impounded funds shall be released.

[Acts 1981, ch. 325, § 12; 1993, ch. 515, § 5.]

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Document 3 of 19

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-113.
Expenditures - Minor adjustments.

5-21-113. Expenditures - Minor adjustments.

- (a) The appropriations made by the county legislative body shall constitute authorization for the expenditures contained therein unless otherwise limited by the county legislative body.
- (b) Expenditures may be made and obligations created against any appropriation to an aggregate total of the amount appropriated.
- (c) The expenditures and encumbrances against the amounts appropriated shall be made only upon an order or authorization issued by the department.
- (d) No expenditures made or obligations created in any manner shall be valid or binding against the county except as provided by the provisions of this chapter.
- (e) (1) The budget committee, with the consent of any official, head of any department or division which may be affected, may make transfers and adjustments within the smallest budgetary itemization of any subdivision.
(2) Any other transfers or adjustments shall be submitted to the budget committee for its recommendation to the county legislative body.

[Acts 1981, ch. 325, § 13.]

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Document 4 of 19

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-114.
Monthly reports.

5-21-114. Monthly reports.

- (a) (1) The director shall make a report at the end of each month showing the condition of the budget.
(2) Such report shall show for each item of appropriation, or allotment thereof, the total expenditures for the month and the year to date, the amount of outstanding encumbrances and the amount of the unencumbered balance.
(3) Such report shall also show for each fund an itemized statement of the revenues and receipts estimated for the year, the amount of the collections of each item for the month and the year to date and the unrealized portion of the estimate.
- (b) Each department head, elected official and board member shall be furnished copies of monthly reports for their respective departments as soon as the same are available.

(c) (1) The most recent of such reports shall be presented by the director at each regular session of the county legislative body.

(2) At such time, the director shall advise the county legislative body of the condition of the budget, and of any adjustment or reduction of appropriations which should be made, and shall recommend any other action which, in the director's opinion, the county legislative body should take in order that the financial condition of the county is not impaired.

[Acts 1981, ch. 325, § 14.]

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Document 5 of 19

Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-115. Accounting system - Preaudit of invoices, etc.

5-21-115. Accounting system - Preaudit of invoices, etc.

(a) There shall be set up and maintained in the department a system of fiscal procedure, control and centralized accounting which shall be under the administrative control and direction of the director. The procedures and records shall be maintained in accordance with provisions of § [5-21-103\(c\)](#).

(b) (1) Before any obligation against the county shall be paid or any disbursement warrant or voucher issued, a detailed invoice, receivable copy of the purchase order, or such document indicating receipt of merchandise or service should be approved by the head of an office, department or agency for which the obligation was made and be filed with the director.

(2) The director shall establish a system for making a careful preaudit of such invoice, purchase order, or other documents, including a comparison with any encumbrance document previously posted or filed authorizing such obligation, and shall approve for payment only such items as appear to be correct, properly authorized, and not exceeding the otherwise unencumbered balance of the allotments or appropriations against which they are chargeable.

(3) Disbursement warrants shall be promptly prepared for all such approved obligations by the director, signed in accordance with § [5-21-116](#) and mailed or delivered to the payees thereof.

[Acts 1981, ch. 325, § 15.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-116.
Disbursement warrants.

5-21-116. Disbursement warrants.

(a) All disbursement warrants drawn on the county trustee for the obligations of all county departments, agencies, and officials, including the county executive, the county highway department, and the county department of education, shall be signed as provided herein.

(b) (1) The disbursement warrants shall be prepared in the finance department, and provided to each department for signing.

(2) Upon the signing of such warrant by the finance department, the department head signing the disbursement warrant shall keep one (1) copy for filing in such department.

(3) The original and all other copies of such warrant shall be returned to the director for such director's signature as a cosigner and for filing and mailing from the finance department.

(4) A duplicate copy of all disbursement warrants, with all original invoices and other supporting documents attached thereto, shall be kept on file in the office of the director.

(c) (1) In lieu of each department agency or official signing disbursement warrants, the departments may authorize the director to use a signature plate in accordance with the general law and approval by the comptroller of the treasury.

(2) If such signature plate is used, it shall be locked in a safe place when not in use and supervised by the person responsible for its safekeeping when in use.

(3) A record shall be maintained indicating when the signature plate is used, numbers of the warrants signed, and the person using such plate.

[Acts 1981, ch. 325, § 16.]

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Document 7 of 19**Source:**

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-117.
Payroll account.

5-21-117. Payroll account.

(a) The committee shall maintain a special county payroll account at a bank, in which disbursement warrants for the total of each payroll shall be deposited and against which individual net earning checks may be issued to each of the county employees.

(b) The committee may authorize the issuance of such payroll checks on the signature of the director and, in such event, the depository bank shall be so instructed.

[Acts 1981, ch. 325, § 17.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-118.
Director as purchasing agent - Optional purchasing department.

5-21-118. Director as purchasing agent - Optional purchasing department.

(a) The director or a deputy appointed by the director shall serve as the county purchasing agent and shall assist the committee in developing policies and procedures for implementing an economical and efficient purchasing system.

(b) The following shall be the responsibility of the director:

(1) The contract, purchase, or any obligation of the county for supplies, material, equipment, contractual services, rental of machinery, buildings, or equipment, transfer of materials, supplies, and equipment between county offices or agencies;

(2) Supervision of storeroom or warehouse;

(3) Contracts for building construction and the purchase of land;

(4) Public sale of all surplus materials, equipment, buildings and land; and

(5) Any other created obligation of the county.

(c) (1) Upon the recommendation of the committee and approval of the county legislative body or as authorized by the county legislative body, a separate purchasing department may be established with a person hired as purchasing agent for the county.

(2) In the event a separate purchasing department is established and a purchasing agent is hired, all duties and responsibilities relative to purchasing shall be removed from the director.

[Acts 1981, ch. 325, § 18.]

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Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-119. Purchasing system.

5-21-119. Purchasing system.

(a) The committee, with the assistance of the purchasing agent, shall establish a purchasing system for the county.

(b) Such system shall provide, among other procedures, the following:

(1) Review of all contracts or purchases for biddable supplies, materials, equipment, and other needs of the county, shall be made by the purchasing agent;

(2) No purchase or contract shall be made when the bid prices exceed the current market price for the same merchandise or service;

(3) Purchases and contracts shall be awarded based on the lowest and best bid;

(4) Specifications development shall be made by the department, agency or official to receive the merchandise, construction or service;

(5) The purchasing agent shall:

(A) Review specifications and changes to allow for maximum competition of prospective bidders;

(B) Prepare formal and informal bids;

(C) Collect sealed bids;

(D) Open bids through a procedure open to the public;

(E) Evaluate, compare and submit bids for approval by the committee, if so deemed by the committee;

(F) Issue purchase orders and contracts; and

(G) Verify receiving the merchandise or service;

(6) The director shall:

(A) Accept requisitions by the department, agency or official, and, if such supplies are not currently on hand, transmit such requisition to the purchasing agent;

(B) Verify budget appropriations before authorizing a purchase;

(C) Approve invoices for payment;

(D) Pay invoices and obligations of the county as provided herein; and

(7) Emergency purchases, total cost bidding, blanket purchases for small orders, grouping of purchases of the various departments, and other methods for receiving the most competitive price and best bid. Emergency purchases shall be limited to needs arising which are not normally foreseeable. Emergency purchases shall not

be permissible if a department or agency fails to properly plan for the need, proper purchasing procedures, and delivery time.

[Acts 1981, ch. 325, § 19.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-120. Bidding.

5-21-120. Bidding.

(a) The committee shall authorize the dollar limitation when formal competitive bids are required but not to exceed the amount as authorized by state law for the highway and education departments or other such amounts as established by law.

(b) Subject to the policies and regulations of the committee, "biddable items" means any need of the county where more than one (1) bidder or contractor in the county's trade area can provide the material or service. Specifications shall not be written to exclude vendors and contractors or limit the bidding to a specific vendor or contractor.

(c) The county shall be liable for the payment of all purchases of supplies, materials, equipment and contractual service made in accordance with the provisions of this chapter, but shall not be liable for the payment of such purchases made contrary to its provisions unless such item is specifically approved by the committee.

[Acts 1981, ch. 325, § 20.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-121. Conflicts of interest.

5-21-121. Conflicts of interest.

(a) The director, purchasing agent, members of the committee, members of the county legislative body, or other officials, employees, or members of the board of education or highway commission shall not be financially

interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials or equipment for the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials or equipment, shall give or offer nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

[Acts 1981, ch. 325, § 21.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-122. Committee members - Compensation.

5-21-122. Committee members - Compensation.

The county legislative body shall set the compensation based on the service and time rendered in implementing the provisions of this chapter for members of the various committees created herein.

[Acts 1981, ch. 325, § 22.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-123. County employees unaffected.

5-21-123. County employees unaffected.

(a) Notwithstanding any provision of this chapter, each department, agency or official shall have the authority to hire personnel and set salaries and to determine the needs for its use, all subject to budget limitations and the availability of funds.

(b) The authority of the committee, director or purchasing agent shall be limited to the provisions of this chapter and such policies necessary to implement the provisions of this chapter. They shall not have the

authority to veto the hiring and dismissal of personnel of the various county departments, agencies, or officials or set salaries nor determine the needs of such departments.

[Acts 1981, ch. 325, § 23.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-124. Education department - Withdrawal from system.

5-21-124. Education department - Withdrawal from system.

(a) In the event the director or purchasing agent established under this chapter does not maintain records, follow accounting and budgetary procedures, and submit timely reports and information as prescribed by state law and the commissioner of education, the commissioner, after a hearing on the issue of such neglect, shall remove the education department of the county involved from the county financial management system established by this chapter by notifying in writing the presiding officer of the county legislative body.

(b) Upon notice from the commissioner, the county legislative body shall transfer sufficient funds from the control of the department to provide financial services in the county education department under the supervision of the county superintendent of schools as provided by general law.

(c) State funds may be withheld for failure to provide adequate funds to transfer the responsibilities to the education department.

[Acts 1981, ch. 325, § 24.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-125. Violations - Penalties.

5-21-125. Violations - Penalties.

Any official or employee of the county, or of any institution or agency thereof, who fails or refuses to perform the duties required by this chapter or who fails or refuses otherwise to conform to the provisions of this chapter

commits a Class C misdemeanor, and is subject to removal from office or position.

[Acts 1981, ch. 325, § 29; 1989, ch. 591, § 113.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-126. Adoption of system.

5-21-126. Adoption of system.

(a) This chapter shall be local in effect and shall become effective in a particular county upon a two-thirds (2/3) majority vote of the county legislative body adopting this chapter, or upon a majority of the voters casting votes in any election held for the purpose of approving this chapter.

(b) (1) The procedure for elections held for the purpose of approving this chapter shall be that the county election commission shall call and conduct an election on the question pursuant to § [2-3-204](#) after receiving a petition signed by ten percent (10%) of the qualified voters of the county, stating that they favor this law and requesting that an election be held in the county on the subject, the number of qualified voters in the county being deemed to be the total number of votes cast for all candidates for governor in the last general election; or upon a resolution of the county legislative body, duly certified to the election commission, requesting such an election.

(2) In such an election, the propositions to be voted upon shall be stated on the ballot on separate lines in the following manner: "For the county financial management system" and "Against the county financial management system."

(c) The provisions of this chapter shall not apply in any county having a population of not less than two hundred seventy-six thousand (276,000) nor more than two hundred seventy-seven thousand (277,000) according to the 1970 federal census or any subsequent federal census.

[Acts 1981, ch. 325, §§ 26, 31; 1998, ch. 618, § 4.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-127. Implementation of system.

5-21-127. Implementation of system.

- (a) Upon this chapter's becoming law in a county, the county legislative body shall appoint members of the committee at the next meeting of such body.
- (b) Within thirty (30) days after such appointment, the committee shall meet, elect a chair, and start the process for hiring a director.
- (c) The committee shall also develop plans for implementing the financial management system beginning July 1 of the next fiscal year, and completing the implementation process by August 1 of the second fiscal year.
- (d) In implementing the system, the committee and director shall seek recommendations from the state county audit division, the state department of education, the University of Tennessee's county technical assistance service, and other such organizations.
- (e) After an implementation plan has been developed and approved by the committee, a report shall be submitted to the county governing body by July 1 of the fiscal year in which the system is to be implemented.
- (f) The committee shall publish in a local newspaper of county-wide circulation a notice specifying that:
- (1) The county has adopted the "Local Option Financial Management System" and all employees, vendors and contractors must abide by its provisions beginning on a date specified in the notice; and
 - (2) The act or policies to implement the act will be available on a date specified in the notice and copies may be obtained at that time.

[Acts 1981, ch. 325, § 25.]

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Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-128. Suspension of private or local acts.

5-21-128. Suspension of private or local acts.

Upon ratification by the county legislative body or the people in a referendum and the full implementation of the chapter's provisions on or before August 1 of the second fiscal year, the operation of all private or local acts relative to county finances, budgeting, and purchasing in conflict with this chapter are suspended until such time as the provisions of this chapter are revoked as provided in § [5-21-129](#).

[Acts 1981, ch. 325, § 27.]

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Source:

Tennessee Code/TITLE 5 COUNTIES /CHAPTER 21 LOCAL OPTION FINANCIAL MANAGEMENT SYSTEM /5-21-129. Revocation of adoption.

5-21-129. Revocation of adoption.

- (a) The provisions of this chapter once adopted may be revoked by the same method used to adopt the chapter.
- (b) Such revocation shall be effective with the fiscal year beginning at least sixty (60) days after passage of the resolution or referendum.

[Acts 1981, ch. 325, § 28; 1986, ch. 732, § 2.]

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RESOLUTION No. 96-4-001

Sponsored by Commissioners Bob Evans and Mickey Walker

A RESOLUTION ADOPTING RULES REGULATING THE PROCEDURES OF THE BOARD OF COUNTY COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE.

WHEREAS, the Board of County Commissioners of Blount County, Tennessee is the legislative body of said county; and

WHEREAS, the Board of County Commissioners of Blount County, Tennessee deems it necessary to establish certain rules concerning the conduct of Board business.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee in session assembled that the following rules be adopted:

RULE 1

CONVENING THE BOARD

The Board shall meet at the County Courthouse, 7:00 P.M. on the third Thursday in each month. Should any prescribed meeting date fall on a legal holiday or if an emergency should arise, the Board shall meet at 7:00 P.M. on the following day. Special meetings may be called by the County Executive, the Chairman, or a majority of the members of the Board at any time with a five day public notice given.

At the discretion of the County Executive, the Chairman, and the County Clerk, special meetings may be held at locations other than the County Courthouse.

RULE 2

QUORUM

A quorum for the transaction of business shall be a majority of the duly qualified and acting members of the Board of County Commissioners. Vacancies shall not be included in determining the membership of the Board.

RULE 3

ORDER OF BUSINESS

1. Opening of the Commission by the Sheriff or his designated deputy. The Chairman shall preside, but in absence of the Chairman, the Chairman Pro Tempore shall preside. In absence of the Chairman Pro Tempore, the Clerk shall preside until the Board elects one of its members to preside over the deliberations.
2. Roll call.
3. Reading and approval of the minutes.
4. Resolutions for special recognition, memorials, etc.
5. Elections, appointments, and confirmations.
6. Reports - county officials, standing and special committees.
7. Public input on items not on agenda.
8. Public input on items on the agenda.
9. Unfinished business.
0. New business.
1. Announcements and statements.
2. Adjournment.

The order of business may be changed by the Chairman or Chairman Pro Tempore to accommodate the audience or guest speakers.

RULE 4

GENERAL

4A. **WHO MAY ADDRESS THE BOARD:** It is a commissioner's right to address the Chairman and the Board at any appropriate time during the meeting after proper recognition by the Chairman. The Chairman may ask for public comment before each item is debated by the Board. Comments by non-commission members shall be limited to three minutes, however the limit may be extended at the discretion of the Chairman. A podium for use by non-commission members shall be provided at each meeting. The Chairman shall ask non-commission members to identify themselves and stand before the podium when addressing the Board.

4B. **GAINING THE FLOOR:** In all cases, the member who shall rise first and address the Chairman shall be entitled to speak first; but when two or more members shall rise and address the Chairman at the same time, the Chairman shall name the member who shall speak first.

4C. **SPEAKING:** When any member is about to speak in debate, discussion, or deliver any address on any matter whatsoever to the Board, the member shall rise and respectfully address the Chairman and shall, after being recognized by the Chairman proceed with the intended remarks, confining such remarks strictly to the question under debate and avoiding all personalities.

4D. **CONSENT TO YIELD:** While a member is speaking he is not to be interrupted, except for a question by another member. If the speaker declines to yield the floor for a question, then the speaker shall not be interrupted, but shall yield the floor to questions at the end of the presentation.

4E. **POINTS OF ORDER:** If any member, speaking or otherwise, transgresses the Rules of the Board, the Chairman shall, or any member may, call to order, in which case the member so called to order shall immediately sit down. When the point of order has been decided by the Chairman, the member having the floor can proceed, subject to the decision made.

4F. **APPEAL ON RULING:** Any member of the Board may appeal to the Board from the ruling of the Chairman and a majority vote of the members present shall decide the appeal.

RULE 5

MOTIONS

5A. **INTRODUCTION AND DEBATE:** Motions may only be made by members. No motion shall be debated until the same is seconded and stated by the Chairman.

5B. **MOTIONS IN WRITING:** When a motion is made and seconded, it shall be reduced to writing by the Clerk, and read by the Chairman prior to any debate or vote.

5C. **REQUIRING ROLL CALL:** Motions not requiring the expenditure of public funds or elections shall be put to the Board for a voice vote, by the Chairman; provided however, any member of the Board may require a roll call vote. Motions requiring the expenditure of public funds shall be put to the Board for a roll call vote.

5D. **STATEMENTS FOR THE MINUTES:** a request to add written or oral statements to official commission minutes shall require a majority vote by the members. Oral statements must be reduced to writing before a vote to include the statement may be taken.

RULE 6

RESOLUTIONS

6A. **INTRODUCTION:** Any proposed resolution may be introduced only by a member of the Board, and the Clerk or Chairman shall not receive or file any resolution that is not reduced to writing and signed by at least two members of the Board. All resolutions shall be typed on 8 1/2" x 11" paper. The resolution shall have lines for the signatures of two resolution sponsors, a line for the Commission Chairman to certify the action, a line for the County Clerk to attest, and a line for the County Executive to approve or veto the resolution. Resolutions conforming to the above form shall be submitted to the Clerk at least 2 working days prior to the date of the meeting. If there is a legitimate reason that a resolution can not be submitted to the Clerk by the specified deadline, the Chairman by written notice may allow the introduction of

the resolution. After receipt of the written resolution, the Clerk shall assign a number to the resolution for identification purposes.

6B. **SPONSOR:** A resolution may have as many signatures as there are members of the Board. However, the first two signatures on the resolution shall be deemed the sponsors for the purpose of debate. Any resolution, including committee or sub-committee resolutions, must have two sponsor's names on the heading of the resolution or signatures of said sponsors before debate or vote is allowed.

6C. **ROLL CALL VOTE:** Resolutions involving the expenditure of public funds or elections and appointments shall be put to the Board for a roll call vote by the Clerk. Each member shall vote "aye" or "nay" on its passage when the Clerk calls the member's name. On other resolutions, any commissioner may request a roll-call vote.

6D. **SUCCESSFUL RESOLUTIONS:** All successful resolutions shall be submitted to the Chairman for his signature and attested by the signature of the Clerk. The resolution shall then be submitted to the County Executive for consideration within five working days of its passage.

RULE 7

ELECTIONS AND APPOINTMENTS

7A. **ELECTIONS AND NOMINATIONS FROM THE FLOOR:** When the Chairman is to receive nominations from the floor, a member may nominate only one person. Persons nominated must receive a second. The floor will be kept open until each member has had an opportunity to make nominations or until a motion has been made and seconded that nominations cease and a majority of those present so vote.

7B. **APPOINTMENTS AND CONFIRMATIONS:** When the Board is called upon to appoint someone from a list of nominees or to confirm an appointee of the County Executive then the name or names of those being considered for the position shall be read to the membership and discussion of each such appointee shall follow. The names shall be supplied by written notice from the County Executive to Board members at least five working days prior to the meeting.

7C. **ELECTION OR CONFIRMATION:** All ballots for election or confirmation shall be cast by roll call vote. If the vote is on confirmation of an appointee each member will vote either "aye" or "nay" on the confirmation. A majority of the membership of the full Board is required for election or confirmation.

7D. **SECOND BALLOT:** If no one is elected on a given ballot, the nominee receiving the smallest number of votes will be dropped and the vote will be taken again until a nominee is elected by the required majority of the membership.

RULE 9

APPROPRIATION REQUESTS

Requests for appropriations in addition to those within the annual budget shall be submitted in the following manner:

9A. The request shall be submitted in writing to the Budget & Finance Committee of the Board and shall reflect the estimated cost which shall be attached to the proposed resolution.

9B. All requests for appropriations falling in this area shall be summarized and submitted in writing by the Director of Accounts and Budgets to each member of the Board at least five working days prior to the regular or called meeting of the Board at which such request is to be submitted.

9C. The Director of Accounts and Budgets shall state in the summary the committee's decision of (1) Adoption recommended (2) Rejection recommended or (3) Submitted to the Board without recommendation.

9D. The Director of Accounts and Budgets shall advise the Board as to the fund availability before a vote is taken on appropriations in any amount which are in addition to those of the annual budget.

9E. The resolution requesting such appropriations shall be voted upon by membership of the Board as provided by Rule 6 of these rules.

RULE 10

SUSPENDING THE RULES

Any rule or rules may be suspended by a two-thirds (2/3) majority vote of the members present.

RULE 11

ROBERT'S RULES OF ORDER

All matters not covered herein shall be governed by Robert's Rules of Order Revised, as contained in the latest copyrighted edition.

RULE 12

WORK SESSIONS/AGENDA MEETINGS

A work session/agenda meeting may be held 1 week prior to meetings subject to the discretion of the chairman, the county executive, and the county clerk.

RULE 13

THE CHAIRMAN

13A. **ELECTION**: Annually, at its September meeting the Board shall elect a Chairman and a Chairman Pro Tempore. The Chairman may be one of the membership of the Board or the County Executive. If the County Executive is elected and accepts the position as Chairman, the County Executive relinquishes veto power. The Chairman Pro Tempore shall be a member of the Board.

13B. **VOTING BY THE CHAIRMAN**: The County Executive Chairman may vote only in the case of a tie, a member Chairman may vote on all issues coming before the body, just as any other member.

13C. **PRESIDING OFFICER**: The Chairman shall act as the presiding officer. In the absence of the Chairman, the Chairman Pro Tempore shall preside. In the absence of the Chairman Pro Tempore, the Clerk shall preside until the Board elects one of its members to preside over the deliberations.

13D. **SPEAKING**: Should the Chairman desire to speak either in the affirmative or negative upon any subject under debate, he shall vacate the chair. The Chairman Pro Tempore shall then preside until the matter under consideration is disposed of by the Board. However, the Chairman may answer questions, provide information, and give explanations from the chair, the Board not objecting.

13E. **PRESERVE ORDER**: The Chairman shall preserve order and decorum. The Chairman may speak to points of order in preference to other members, rising from his seat for that purpose. The Chairman shall decide questions of order, with the advice of the Parliamentarian, subject to appeal to the Board of any member.

13F. **ORDER OF RECOGNITION**: Before a member is allowed to speak twice on the same subject, the Chairman shall inquire if there is another member who has not spoken on that subject and who wishes to speak.

13G. **MOTIONS**: Once a motion has been made and duly seconded, the Chairman shall state the motion so that debate on the motion may begin.

13H. **CLARIFICATION**: The Chairman shall clearly state the question before the Board before the vote on the question is taken. A member may ask for clarification of the question up until the result of the vote is announced.

13I. **FACILITATION OF COMMISSION ACTIONS**: A committee composed of the County Commission Chairman, the County Executive, the Budget Director, the Chairman of the Public Services Committee, and the Chairman of the Intergovernmental Committee will meet on the Thursday following the commission meeting to facilitate the implementation of actions of the commission.

13J. **AGENDA**: The Chairman will forward to each member of the Board the tentative agenda of the next Board meeting not less than five days prior to the meeting date. No items will be added to the agenda after this notice.

RULE 14

THE CLERK

14A. **NOTICE:** The Clerk shall notify each member of the Board of any special or called meetings not less than five days in advance thereof. Notification of regular meetings shall be within the discretion of the Chairman.

14B. **MINUTES:** The Clerk shall reduce the minutes of each Board meeting to writing and attach a copy of each resolution considered and the vote thereon. The minutes shall only reflect the official actions of the body. The minutes shall be prepared within five days after said meeting and placed in a well bound book for public inspection. A copy of the minutes of the last meeting shall be forwarded to each commission member with the prepared agenda or meeting notice.

14C. **RESOLUTIONS:** A copy of all resolutions approved by the Board shall be submitted to the County Executive, within five working days after such approval, for his consideration and signature.

14D. **ROLL CALL:** In all instances involving authorization to expend public funds, the Clerk shall call the roll for "aye" and "nay" votes. In all instances where the roll is called for any vote, the Clerk shall make such roll call and the vote of the member a part of the record of the meeting and include it in the official minutes. The Clerk shall call the roll in ascending alphabetical order of the last name of the member.

14E. **CHANGE OF VOTE:** It shall be the duty of the Clerk, at the end of each roll call, to inquire of those who passed or were absent when the roll was called if they desire to vote. Subsequently, the Clerk shall announce the results.

RULE 15

SHERIFF

The Sheriff or a designated deputy shall attend each session of the Board. The Sheriff or a designated deputy shall open each session, preserve order, and carry out orders of the presiding officer of the Board.

RULE 16

COMMITTEES

16A. All committees, standing and temporary, shall meet and elect from its membership a Chairman. The election of a Secretary shall be optional in the absence of a specific mandate of the Board.

16B. All minutes of committee meetings shall be submitted to the Clerk within 5 working days after the meeting. Along with the minutes, notice shall be given by the committee chairman or secretary to the Chairman or Clerk of any matter that will require action at the next Board meeting. Upon request of a Board member, the Clerk shall distribute to the requesting Board member minutes of any committee meetings.

16C. The following procedure shall be followed pertinent to committee reports and related action:

1. The committee Chairman or a member designated by him shall make the presentation in an open meeting of the Board.
2. Upon completion of a report the speaker shall yield to questions.
3. There shall be a vote on the proposition when discussion is complete and when there is a call for the question by the Board.

16D. If for any reason the chairman of a committee fails or refuses to call a meeting, the Chairman of the Board, or a majority of the committee membership may do so.

RULE 17

CONFLICT WITH LAW

In the event any of the foregoing rules are determined to be in conflict with statutory provisions, that part in conflict shall be null and void.

CRAWFORD, CRAWFORD & NEWTON

ATTORNEYS AT LAW

FIRST TENNESSEE BANK BUILDING

P.O. BOX 4338

MARYVILLE, TENNESSEE 37802

TELEPHONE (865) 982-5431
TELECOPIER (865) 984-6300

JOHN C. CRAWFORD (1875-1949)
JOHN C. CRAWFORD, JR. (1906-1981)

DUNCAN V. CRAWFORD
NORMAN H. NEWTON
LAJUANA G. ATKINS

December 22, 2004

Jeff French
Assistant Chief Deputy-Administration
Blount County Sheriff's Office
940 E. Lamar Alexander Pkwy
Maryville, TN 37804

Re: Regulations for ephedrine and ephedrine related products

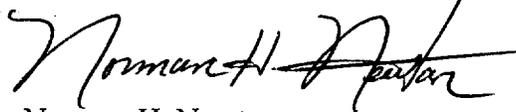
Dear Jeff:

Per your request, enclosed is the resolution I drafted adopting regulations for the sale or delivery, or attempted sale or delivery, of ephedrine and ephedrine related products in the unincorporated areas of Blount County. If the regulations are acceptable as to both substance and form, the resolution will have to be considered by one of the county commission's committees in order to have it on the January 20, 2005, regular meeting agenda of the commission.

Please advise if you have any changes or revisions.

Sincerely,

CRAWFORD, CRAWFORD & NEWTON



Norman H. Newton

am

c: Roy D. Crawford, Jr. (without enclosure)

RESOLUTION SPONSORS: _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING REGULATIONS FOR THE SALE OR DELIVERY, OR ATTEMPTED SALE OR DELIVERY, OF EPHEDRINE AND EPHEDRINE RELATED PRODUCTS IN THE UNINCORPORATED AREAS OF BLOUNT COUNTY.

WHEREAS, Tenn. Code Ann. § 5-1-118 (c) authorizes counties, by adoption of a resolution by two-thirds (2/3) vote of their respective legislative bodies, to exercise those powers granted to all or certain municipalities by Tenn. Code Ann. § 6-2-201(22) and (23), with specified exceptions; and

WHEREAS, on September 21, 2000, the Board of County Commissioners of Blount County, Tennessee, by a vote of 20 in favor, 0 opposed and 1 absent, adopted Resolution No. 00-09-01 authorizing Blount County to exercise said powers granted to all or certain municipalities; and

WHEREAS, upon the adoption and of said Resolution No. 00-09-01 and pursuant to Tenn. Code Ann. § 6-2-201 (22), Blount County became authorized to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, businesses, occupations, callings, trades, uses of property and all other things whatsoever detrimental or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the unincorporated areas of the county and to exercise general police powers; and

WHEREAS, ephedrine and ephedrine related products are common ingredients in the illegal manufacture of methamphetamine, a highly addictive controlled substance; and

WHEREAS, pursuant to the authority of Tenn. Code Ann. §§ 5-1-118(c) and 6-2-201(22) and Resolution No. 00-09-01, Blount County desires to regulate the sale or delivery, or attempted sale or delivery, of ephedrine and ephedrine related products in the unincorporated areas of Blount County to protect the inhabitants thereof from the harmful effects of the illegal manufacture of methamphetamine.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 20th day of January, 2005, that the following regulations for the sale or delivery, or attempted sale or delivery, of ephedrine and ephedrine related products in the unincorporated areas of Blount County are hereby adopted, to wit:

Section 1. Definitions.

- A. "Ephedrine," "pseudoephedrine" or "phenylpropanolamine" includes the salts, optical isomers or salts of optical isomers of ephedrine, pseudoephedrine or phenylpropanolamine.
- B. "Person" means any and all persons, natural or artificial, including any individual, firm, partnership, or association and any for-profit corporation, nonprofit corporation or limited liability company organized or existing under the laws of Tennessee or any other state.
- C. "Retail establishment" means any business entity or person who sells, offers for sell, or attempts to sell any product containing ephedrine, pseudoephedrine or phenylpropanolamine at retail.
- D. "Consumer accessible shelving" means any area of a retail establishment other than a product display area behind a counter where the public is not permitted, or within a locked display case or within six (6) feet of a register located on a checkout counter.

Section 2. Sales regulated. No person shall sell or deliver, or attempt to sell or deliver, in any single retail sale, a package containing more than one hundred (100) tablets of any product having as an ingredient any quantity of ephedrine, pseudoephedrine or phenylpropanolamine, or any number of packages that contain a combined total of three (3) or more grams of ephedrine, pseudoephedrine or phenylpropanolamine whether as the sole active ingredient or in combination products that have less than therapeutically significant quantities of other active ingredients.

Section 3. Accessibility of products. All packages of any product containing ephedrine, pseudoephedrine or phenylpropanolamine whether as the sole active ingredient or in combination products that have less than therapeutically significant quantities of other active ingredients, shall not be displayed and/or offered for sale in any retail establishment on consumer accessible shelving.

Section 4. Exemptions. This resolution and the regulations contained herein shall not apply:

- A. To any product labeled pursuant to federal regulations for use only by children under 12 years of age;
- B. To any products that the Tennessee Department of Health, upon application of a manufacturer, determines have been formulated in such a way as to effectively be prevented from being used in the illicit manufacture of methamphetamine;

C. To any animal feed products containing ephedrine, or naturally occurring or herbal ephedra or extract of ephedra, pseudoephedrine or phenylpropanolamine; and

D. To the sale or delivery of any product containing ephedrine, pseudoephedrine or phenylpropanolamine pursuant to the lawful prescription of a person authorized by state law to prescribe such products.

Section 5. Employee training period. Any person who is the general owner or operator of a retail establishment where products containing ephedrine, pseudoephedrine or phenylpropanolamine are available for sale who violates §§ 2 or 3 of this resolution shall not be subject to penalty under § 7 if such person documents that an employee training program was in place to provide the employees of such retail establishment with information on the local, state and federal regulations regarding ephedrine, pseudoephedrine or phenylpropanolamine, and that such employees have completed the training program.

Section 6. Registration of purchases

A. Any retail establishment that sells or delivers, or attempts to sell or deliver, any product containing ephedrine, pseudoephedrine or phenylpropanolamine whether as the sole active ingredient or in combination products that have less than therapeutically significant quantities of other active ingredients, shall require the purchaser or recipient to show proper identification and to sign a register.

B. The register described in the preceding subsection shall be created by any retail establishment that sells or delivers, or attempts to sell or deliver, a product or products described in § 1 hereof and shall contain at least the following information:

- (1) The specific quantity of the ephedrine, pseudoephedrine or phenylpropanolamine purchased or delivered;
- (2) The signature of the purchaser or recipient;
- (3) The name and residential mailing address of the purchaser or recipient other than a post office box number;
- (4) The number of the purchaser's or recipient's motor vehicle operator's license or other proper identification at the time of purchase or delivery;
- (5) The date of such purchaser or delivery;

(6) The signature of an employee of the retail establishment as witness to the purchase or delivery and the identification of the purchaser or recipient.

C. The retail establishment shall retain each original register for three (3) years in a readily presentable and readable manner and present the registers upon demand by any law enforcement officer.

D. As used in this section "proper identification" means a valid motor vehicle operator's license or other official and valid state-issued identification of the purchaser or recipient that contains a photograph of the purchaser or recipient.

E. This section shall not apply to the sale or delivery of any product containing ephedrine, pseudoephedrine or phenylpropanolamine by a licensed pharmacy upon a pharmacist making a good faith determination that the purchase or delivery of the product is for a legitimate medical purpose.

Section 7. Penalty for failure to comply. Any person who violates any of the provisions of this resolution shall be liable for a civil penalty of not more than fifty dollars (\$50.00) per violation. Each day during which a violation occurs or continues shall constitute a separate offense.

Section 8. Effective date. This resolution shall take effect upon its adoption, with the public welfare requiring it.

ADOPTED this 20th day of January, 2005.

Chairman

Attest:

County Clerk

Resolution Sponsors:

Commissioner

Commissioner

Approved: _____

Vetoed: _____

County Mayor

Date

**A RESOLUTION CLASSIFYING THE ROADS OF BLOUNT COUNTY, TENNESSEE
ACCORDING TO TENNESSEE CODE ANNOTATED 54-10-103 et.seq.**

WHEREAS, the Board of County Commissioners of Blount County, Tennessee, is required to classify the public roads of Blount County, Tennessee, and to provide for a record of said classification of public roads of Blount county, Tennessee, in the office of the County Clerk for Blount County, Tennessee, in accordance with 54-10-103 et. seq. of Tennessee code Annotated.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled on this 20th day of January, 2005, that the County does hereby amend the list of public roads of Blount County, Tennessee to include the roads in the schedule attached to this resolution and marked Exhibit A and does declare that all of the roads described in said exhibit are hereby declared to be public roads and subject to proper maintenance in accordance with their classification.

BE IT FURTHER RESOLVED that the County Clerk of Blount County, Tennessee, shall, in accordance with the appropriate section of Tennessee Code Annotated, maintain a record book in his office of the public roads of Blount County, Tennessee, and the aforementioned roads as presented in Exhibit A as attached to this resolution shall be included in such record book; and

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, AND THAT ANY PART OF ANY PRIOR RESOLUTION TO THE CONTRARY IS HEREBY DECLARED NULL AND VOID, THE PUBLIC WELFARE REQUIRING IT.

RESOLUTION SPONSORS

COMMISSIONER_____

COMMISSIONER_____

COUNTY CLERK

COUNTY EXECUTIVE

APPROVED_____

VETOED_____

DATE_____

January 14, 2005

EXHIBIT "A"- ROADS ACCEPTED BY ACTION OF LOCAL
 PLANNING COMMISSIONS AND PLATS RECORDED-JAN. 1 TO DEC. 31, 2005

<u>SUBDIVISION</u> (w/map page & date rec'd	<u>ROAD NAME</u>	<u>WIDTH*</u>	<u>LENGTH*</u>
Oak Meadows, Phase III 2006B May 4, 2004 District 7	SPENCER DRIVE	22'	1359'
Hunters Ridge, Phase 2 2019A June 3, 2004 District 6	LEYTE DRIVE	22'	1192'
Indian Grove, Phase II 2020A June 7, 2004 District 1	WARRIOR PATH TOMAHAWK DRIVE	24' 24'	843'(ext) 1240'(ext)
Wyndsong S/D, Phase 1 2029A, 2029B June 23, 2004 District 2	HOUSTON SPRINGS ROAD CHOSIN TRAIL	24' 24'	7049' 2163'
The Highlands at Maryville, Phase 2 2030B June 28, 2004 District 19	ARGYLE WAY LOCH LEIGH DRIVE	24' 24'	600'(ext) 1030'
Mossy Grove Estates, Phase 2 2036B July 22, 2004 District 6	MOSSY GROVE LANE	24'	1900'
Country Meadows III 2044B August 17, 2004 District 8	COUNTRY MEADOWS LANE JUNE BUG LANE MAYFLY WAY DRAGONFLY WAY	24' 22' 22' 22'	1455'(ext) 305' 430' 550'
Woodsfield Subdivision 2063A September 27, 2004 District 6	CORONADO CREST ROAD AVALON BAY ROAD	24' 22'	995' 230'

<u>SUBDIVISION</u> (w/map page & date rec'd	<u>ROAD NAME</u>	<u>WIDTH*</u>	<u>LENGTH*</u>
Gray Meadows S/D (orig. recorded as Gregory Place S/D) 2066B October 7, 2004 District 13	KEYLEE LANE	22'	930'
Lucy Meadows 2070B October 19, 2004 District 19	LUCY LANE	24'	245'
Williams Way 2074A October 21, 2004 District 14	ANDY LANE	24'	1370'
	BEN'S VIEW COURT	24'	580'
	EMMA LANE	24'	1265'
	ERIN LANE	24'	180'
	ETHAN LANE	24'	260'
Mackenzie Place S/D 2086A, 2086B November 24, 2004 District 12	MACKENZIE DRIVE	28'	1591'
	MILES ROAD	24'	240'
	MICAH STREET	24'	730'

*Note: Lengths and widths are in feet. The rights-of-way widths for all roads are 50 feet unless otherwise noted in the road width column; cul-de-sac diameters are 80 feet for pavement and 100 feet for rights-of-ways. Standard abbreviations for street, drive, road, circle, etc., may have been used for column spacing in this list.

Additional Roads Already Added Separately by Individual Resolutions

CUB DRIVE off Wrights Ferry Road
MUSTANG DRIVE off Bales Hollow Road
PURKEY LANE off Russell Road

End of Exhibit "A"

January 14, 2005

Additional facts for information only, not intended to be included in resolution.

INTERSECTING ROADS

<u>SUBDIVISION</u>	<u>ROAD</u>	<u>INTERSECTING ROADS</u>
Oak Meadows, Phase II	SPENCER DRIVE	Hutton Ridge Road
Hunters Ridge, Phase 2	LEYTE DRIVE	Old Niles Ferry Pike
Indian Grove, Phase II	WARRIOR PATH	Indian Warpath Tomahawk Drive
	TOMAHAWK DRIVE	Indian Warpath Warrior Path
Wyndsong S/D, Phase 1	HOUSTON SPRINGS ROAD	Salem Road Chosin Trail
	CHOSIN TRAIL	Houston Springs Road
The Highlands at Maryville, Phase 2	ARGYLE WAY	Loch Leigh Drive Mt. Tabor Road
	LOCH LEIGH DRIVE	Argyle Way
Mossy Grove Estates, Phase 2	MOSSY GROVE LANE	Morganton Road
Country Meadows III	COUNTRY MEADOWS LN	June Bug Lane Mayfly Way Dragonfly Way Country Meadows Lane
	JUNE BUG LANE	Country Meadows Lane
	MAYFLY LANE	Country Meadows Lane
	DRAGONFLY WAY	Country Meadows Lane

<u>SUBDIVISION</u>	<u>ROAD</u>	<u>INTERSECTING ROADS</u>
Woodsfield S/D	CORONADO CREST ROAD	Wildwood Road Avalon Bay Road
	AVALON BAY ROAD	Coronado Crest Road
Gray Meadows S/D	KEYLEE LANE	Sevierville Road (US411)
Lucy Meadows S/D	LUCY LANE	Old Niles Ferry Road
Williams Way S/D	ANDY LANE	Forest Hill Road Ben's View Court Emma Lane Ethan Lane
	BEN'S VIEW COURT	Andy Lane Emma Lane
	EMMA LANE	Andy Lane Ben's View Court Erin Lane Ethan Lane
	ERIN LANE	Emma Lane
	ETHAN LANE	Andy Lane Emma Lane
	Mackenzie Place S/D	MACKENZIE DRIVE
	MILES ROAD	Mackenzie Drive Micah Street
	MICAH STREET	Miles Road

PENDING-Approved, but not yet recorded as of January 1, 2005.

Little Best Cove S/D off Little Best Road
Walland Gap S/D off Tuckaleechee Pike

Telephone

SOUTH BLOUNT COUNTY UTILITY DISTRICT

(865) 984-8330
Fax
(865) 984-8330



606 W. Lamar Alexander Pkwy.
Maryville, TN 37801



January 18, 2005

Blount County Commissioners
Blount County, Tennessee

Dear Blount County Commissioners,

South Blount County Utility District is requesting the opportunity to purchase surplus property located at the corner of William Blount Drive and County Farm Road for the future construction of our utility office. Any negotiations would require approval of the South Blount Utility Board of Commissioners as well as the Blount County Commission.

I have enclosed a copy of T.C.A. 12-3-1005, Transfers of surplus property among governmental entities.

If you have any further questions please feel free to call our office at 982-3560. Thank you for your consideration in this matter.

Sincerely,


J. Isom Lail
District Manager

Branstetter, Kilgore, Stranch & Jennings

227 Second Avenue North
Nashville, Tennessee 37201-1631
615-254-8801
Fax: 615-250-3937

FAX TRANSMISSION COVER SHEET

Date:	January 17, 2005
To:	Isom Lall South Blount County Utility District
Fax:	865-984-8330
Re:	Purchase of Surplus Real Property from Blount County
Sender:	Donald L. Scholes

You Should Receive 3 Page(s), including this Cover Sheet. If You Do Not Receive All the Pages, Please Call 615-254-8801.

Comments

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL.

If you are not the intended recipient of the following message, please be advised that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by telephone collect to the sender above. We also would appreciate your returning the original message to us at the above address via United States Mail. Thank you for your cooperation.

THE DIRECT NUMBER FOR THIS MACHINE IS (615) 250-3937

IF YOU DO NOT RECEIVE ANY OR ANY PORTION OF THIS TRANSMISSION OR IF THERE ARE ANY QUESTIONS, PLEASE CONTACT THIS FIRM AT (615) 254-8801. THANK YOU

ISOML

I have attached a copy of T.C.A. § 12-3-1005 which permits a county to dispose of surplus property to other governmental entities without regard to any provisions of law governing

County verify for you that such a resolution has been done as required by this statute. Call me if you want to discuss further.

Document 1 of 1**Source:**

Tennessee Code/TITLE 12 PUBLIC PROPERTY, PRINTING AND CONTRACTS /CHAPTER 3 PUBLIC PURCHASES /PART 10 LOCAL GOVERNMENTS /12-3-1005. Transfers of surplus personal property among governmental entities.

12-3-1005. Transfers of surplus personal property among governmental entities.

(a) Notwithstanding any other provisions of law, counties, municipalities and metropolitan governments may purchase, trade or receive as a gift, upon approval of the governing bodies involved in the transaction, any used or surplus personal property from another county, municipality, metropolitan government, state government, federal government or any instrumentality of the foregoing, without regard to any laws regarding public advertisement and competitive bidding. Also notwithstanding any other provision of law, any county, municipality, or metropolitan government may by resolution or ordinance of its governing body establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property.

(b) The provisions of this section shall be construed as supplemental authority for counties, municipalities and metropolitan governments.

[Acts 1989, ch. 305, § 1.]

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Alswick Community Club, Inc.
P O Box 7177
Maryville, Tennessee 37802

Tuesday, 1-18-05

To our Blount County Commissioners,

The Officers of our Club are requesting that you consider & vote that we have permission to repair or tear down the caretaker's house located on our property @ no expense to Blount County.

We have been in a constant effort to bring improvements to the exterior as well as the interior property of Alswick Community Center, and unfortunately the caretakers home has become an eyesore to our community & we want to correct this immediately.

Thanks in advance for your consideration.

Alswick Community Club, Inc.

President - John Thacker
Vice President - David Ledbetter
Secretary/Treasurer - Susan Hoagland
19 year "Cardinal" Member - June Radford

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND SECTION 11.5 E. OF THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE BY DELETION OF REQUIREMENT THAT BOARD OF ZONING APPEALS MAKE DECISION WITHIN 60 DAYS OF HEARING ON SPECIAL EXCEPTION.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this _____, 2005:

WHEREAS, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

WHEREAS, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

WHEREAS, it is desired to amend such Resolution to delete the requirement that the Board of Zoning Appeals shall act on the application for special exception within 60 days of hearing.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, to adopt the following:

That Section 11.5 E. be amended by deletion of the sentence “The Board shall act on the application within 60 days of the hearing, unless the applicant requests an extension of time.”

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

CITY OF MARYVILLE
DIVISION OF ENGINEERING & DEVELOPMENT
Engineering, Planning & Code Enforcement



416 West Broadway
Maryville, Tennessee 37801
(865) 981-1350

December 29, 2004

Mr. John Lamb
Blount County Planning Department
327 Court Street
Maryville, TN 37804

RE: AMENDMENTS TO THE COUNTY'S ZONING RESOLUTION

Dear John:

On November 20, 2004, the Maryville Regional Planning Commission voted unanimously in support of the following amendments to the County's Zoning Resolution:

Resolution to amend Section 5.3 regarding length of discontinuance and abandonment in relation to non-conforming uses.

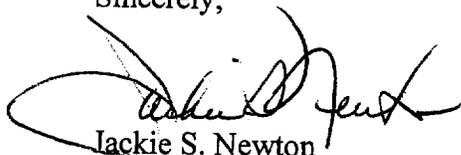
Resolution to delete Section 6.2 regarding expansion of non-conforming uses onto newly acquired adjacent property.

Resolution to rezone property at the Corner of William Blount Drive and Big Springs Road.

The Commission voted unanimously **against** Resolution amending Section 11.5 E. deleting the requirement that the Board of Zoning Appeals make a decision within 60 days of hearing of a special exception

If I can be of further assistance, give me a call at 981-1342.

Sincerely,



Jackie S. Newton
Planning Technician



OFFICE OF PLANNING AND DEVELOPMENT

223 Associates Blvd., Alcoa, TN 37701-1943

(865) 380-4730 FAX (865) 380-4744

December 17, 2004

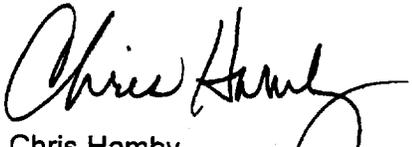
Mr. John Lamb
Blount County Planning Dept.
Blount County Courthouse
327 Court Street
Maryville, TN 37804

Dear Mr. Lamb:

The Alcoa Regional Planning Commission met in regular session on December 15, 2004, to consider resolutions of amendment to the Zoning Resolution of Blount County, as recommended by the Blount County Planning Commission. Please find enclosed PC Resolution 2005-16, addressing each of these resolutions.

We appreciate your providing the opportunity for comment. If you should have any questions, please do not hesitate to contact me at this office and if I should not hear from you or see you before Christmas, I wish you and your family a very merry one and happy new year!

Sincerely,



Chris Hamby
Director of Planning and Codes

EXCELLENCE IN SERVICE - QUALITY OF LIFE



RESOLUTION

BE IT RESOLVED, by the Alcoa Municipal/Regional Planning Commission in regular session of December 15, 2004, in accordance with the provisions of TCA Section 13-7-104, that the certifying regional planning Commission (Alcoa Regional Planning Commission), first approve, disapprove or suggest to the county legislative body any change or departure from the zoning ordinance text or maps; and,

WHEREAS, the Blount County Planning Commission is recommending Sections 1 and 2 of the following amendments to the Zoning Resolution of Blount County (concerning length of discontinuance and abandonment in relation to non-conforming uses, and the expansion of non-conforming uses onto newly acquired adjacent property) and recommending against Section 3 (concerning the deletion of a requirement that the Board of Zoning Appeals make a decision within 60 days of hearing on a special exception), as follows:

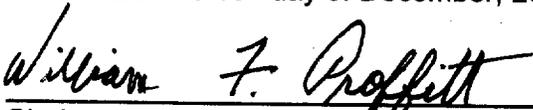
SECTION 1. That Section 5.3 of the Zoning Resolution of Blount County, Tennessee be amended by the deletion of the wording "two (2) years" and placing therein "thirty (30) months".

SECTION 2. That Section 6.2 of the Zoning Resolution of Blount County, Tennessee be amended by deletion of said section in its entirety, in an effort to bring zoning regulations in line with state statutes that do not allow expansion of non-conforming uses onto newly acquired land.

SECTION 3. That Section 11.5 E. of the Zoning Resolution of Blount County, Tennessee be amended by the deletion of a requirement that the Board of Zoning Appeals make a decision within 60 days of a hearing on a requested special exception, unless the applicant requests an extension of time".

NOW THEREFORE, BE IT RESOLVED by the City of Alcoa Municipal/Regional Planning Commission, that it has heard and reviewed said recommendations and upon said review recommends the approval of Sections 1. and 2. of this resolution and disapproval of Section 3.

ADOPTED this 15th day of December, 2004.



Chairperson, Alcoa Municipal/Regional Planning
Commission

ATTEST:



Secretary

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND BY DELETION SECTION 6.2 OF THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE CONCERNING EXPANSION OF NON-CONFORMING USES ONTO NEWLY ACQUIRED ADJACENT PROPERTY.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this _____, 2005:

WHEREAS, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

WHEREAS, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

WHEREAS, it is desired to amend such Resolution to recognize principles in state law prohibiting expansion of non-conforming uses onto newly acquired adjacent property.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, to adopt the following:

That Section 6.2 be amended by deletion of the section in its entirety.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND SECTION 5.3 OF THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE CONCERNING LENGTH OF DISCONTINUANCE AND ABANDONMENT IN RELATION TO NON-CONFORMING USES.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this _____, 2005:

WHEREAS, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

WHEREAS, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

WHEREAS, it is desired to amend such Resolution to recognize recent changes in state law in TCA 13-7-208(g) allowing reestablishment of abandoned or discontinued non-conforming uses within 30 months.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, to adopt the following:

That Section 5.3 be amended by deletion of the wording “two (2) years” and placing therein “thirty (30) months”.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, from S - Suburbanizing to C - Commercial for property described as Blount County Tax Map 56 parcel 114.01 at 1532 William Blount Drive and parcel 115.00 at 2238 Big Springs Road corner William Blount Drive.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this ____ day of _____, 2005:

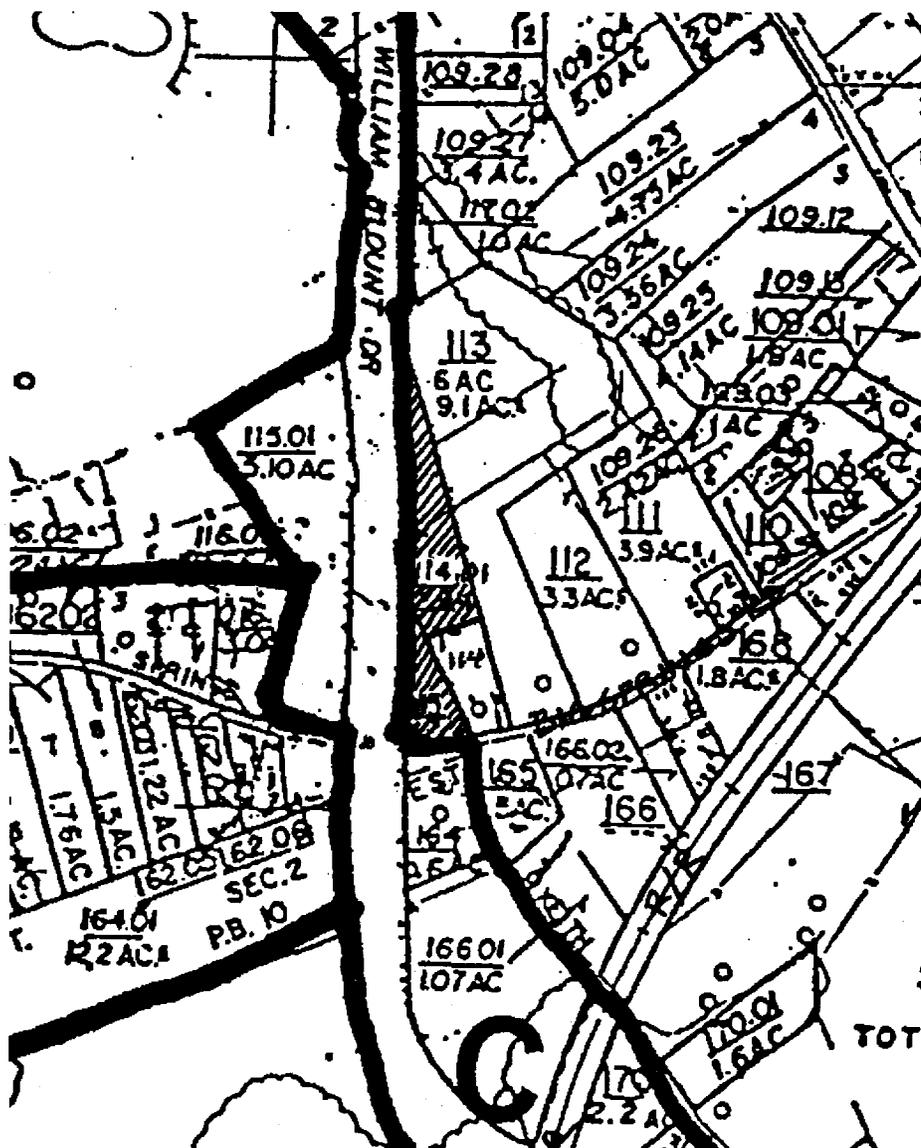
WHEREAS, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations, including a zoning map, in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

WHEREAS, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations, including the Zoning Map of Blount County, Tennessee in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

WHEREAS, it is desired to amend the Zoning Map of Blount County, Tennessee.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, to adopt the following:

1. That the Zoning Map of Blount County, Tennessee, be amended by rezoning land from S - Suburbanizing to C - Commercial for property described as Blount County Tax Map 56 parcel 114.01 at 1532 William Blount Drive and parcel 115.00 at 2238 Big Springs Road corner William Blount Drive, being as shown hatched on following map.



2. That this amendment is conditioned as follows: that commercial uses be buffered by solid fence or vegetative screen from adjacent residential uses and that access to and from Parcel 115.00 be limited to Big Springs Road with closure of the existing driveway onto William Blount Drive.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Executive

Date



RESOLUTION

A RESOLUTION ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS No. 05945-4290-04 IN THE COUNTY OF BLOUNT, TENNESSEE

WHEREAS, the Department of Transportation of the State of Tennessee proposes to construct a project designated as No. 05945-4290-04 that is described as Small Structure Repair SR-73 @ L.M. 30.68 and SR-334 @ L.M. 1.80 in the County of Blount; and,

WHEREAS, the Department of Transportation has presented the written Proposal to the Board of County Commissioners of Blount County, Tennessee for its consideration and action; and,

WHEREAS, the Blount County Board of County Commissioners has determined that the referenced project will benefit the County of Blount, Tennessee, and the citizens thereof; and,

WHEREAS, the Blount County Board of County Commissioners wishes to cooperate with the State of Tennessee Department of transportation in its efforts to make repairs to and improvements to and to maintain its roads and bridges within Blount County, Tennessee; and,

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 20th day of January, 2005, that this Resolution is duly passed and approved and shall take effect from and after its passage.

ADOPTED this ____ day of _____, 2005

Chairman

Attest:

County Clerk

Resolution Sponsors:

Commissioner

Commissioner

Approved: _____

Vetoed: _____

County Mayor

Date

PROPOSAL

**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF BLOUNT, TENNESSEE**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project designated as No. 05945-4290-04 that is described as Small Structure Repair SR-73 @ L.M. 30.68 and SR-334 @ L.M. 1.80 in the COUNTY of BLOUNT, hereinafter COUNTY, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the COUNTY will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right of way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 404 James Robertson Parkway, Nashville, Tennessee 37243-0487, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and
2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right of way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and

7. That the COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right of way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right of way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right of way shall be maintained and replaced by the COUNTY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefor.

The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and

easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this ____ day of _____, 2004.

THE COUNTY OF BLOUNT

BY: _____
COUNTY MAYOR

DATE: _____

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____
Gerald F. Nicely
Commissioner

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Sadie Rosson
General Counsel

DATE: _____

(865)594-2496



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901

November 19, 2004

Ms. Beverley Woodruff
Blount County Mayor
341 Court Street, Courthouse
Maryville, TN 37804

RE: **PROPOSAL TO COUNTY OF BLOUNT**
Federal Project No: N/A
State Project No: 05945-4290-04
Small Structure Repair S.R. 73 @ L.M. 30.68
and SR- 334 @ L.M. 1.80
Blount County

Dear Ms. Woodruff:

Mr. Geoff Kranz is handing you one (1) set of plans and two (2) copies of the proposal on the above referenced project. The state representative handing you the proposal will be willing to answer any questions you may have or obtain the answers for you.

Following acceptance, one (1) copy of the proposal should be returned to me accompanied by a certified copy of the resolution accepting the proposal. An example of a resolution with the necessary legal language is attached.

It is to be noted that we cannot begin buying the rights-of-way for this project until the county court has accepted the proposal and same has been reviewed and approved by our staff attorney. Therefore, your earliest attention to this matter will be appreciated.

We appreciate your cooperation and if we can be of assistance in any way, please do not hesitate to contact us.

Yours truly,

A handwritten signature in cursive script, which appears to read "Oliver C. Farris".

Oliver C. Farris
Transportation Manager 2
Right-of-Way Office

OCF/dd
Attachment



SUGGESTED TEXT FOR PRIVATE ACT

AN ACT to authorize Blount County to levy and collect a privilege tax on new residential and nonresidential development in the county outside of the incorporated areas of the cities of Maryville and Alcoa.

WHEREAS, Blount County, Tennessee, has been growing at an accelerated rate over the past several years, having been impacted by the location of new industry in the county and by rapid growth in the standard metropolitan area of Knoxville, Tennessee; and

WHEREAS, projected nonresidential development, the availability of jobs and residential expansion are anticipated to stimulate a significant demand for new dwelling units in the county; and

WHEREAS, projected growth and land use development will cause an increased demand for county-provided public facilities and services; and

WHEREAS, Blount County is committed, for the benefit of both present and future residents, to maintaining a level of public facilities and services commensurate with those presently provided; and

WHEREAS, Blount County is prepared to impose a fair, equitable and reasonable share of the cost of providing necessary public facilities and services on existing county residents and taxpayers; and

WHEREAS, Blount County's present population, employment base, tax base and budget cannot alone generate the additional revenues needed to provide public facilities and services to serve new growth without a substantial increase in the property tax rate on existing development; and

WHEREAS, due to these circumstances, it is necessary and appropriate that Blount County be given authorization to extend its taxing power to enable the county to impose a fair and reasonable share of the cost of public facilities and services necessitated by new development on that development so as not to create an unfair and inequitable burden on existing county residents and taxpayers; and

WHEREAS, the most logical and effective mechanism to accomplish the intended result would be to authorize Blount County to levy a privilege tax on new residential and non-residential development in the county outside of the incorporated areas of the cities of Maryville and Alcoa; now, therefore,

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. This act shall be known and cited as the "Blount County Adequate Facilities Tax."

SECTION 2. As used in this act, unless a different meaning appears from the context:

(a) "Blount County Adequate Facilities Tax Board of Appeals" means the board established in Blount County to hear appeals regarding the taxes assessed under this act.

(b) "Building" means any structure, including any addition to an existing structure, constructed for residential or nonresidential support, shelter or enclosure of persons, chattels or movable property of any kind; the term includes a mobile home but excludes those buildings specified in section 6 of this act.

(c) "Capital projects" means new and expanded county public facilities and services; any public facility or service requiring the expenditure of public funds, over and above annual local operating expense, for the purchase, construction or replacement of the physical assets of the county are included.

(d) "Capital improvements program" means a proposed schedule of future capital projects, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

(e) "Certificate of occupancy" means a license for occupancy of a building or structure located in Blount County outside the incorporated areas of the cities of Maryville and Alcoa.

(f) "Development" means the construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or any addition to an existing building or structure, or any part thereof, which provides, adds to or increases the floor area of a residential or nonresidential use.

(g) "Dwelling unit" means a room, or rooms connected together, constituting a separate independent housekeeping establishment for owner occupancy or rental or lease on a daily, weekly, monthly or longer basis; physically separated from any other room(s) or dwelling unit(s) which may be in the same structure; and containing independent cooking and sleeping facilities.

(h) "Floor area" for residential development means the total of the gross horizontal area of all floors, including basements, cellars or attics, which is heated or air conditioned living space, or designed to be finished into heated or air conditioned living space at a future date.

"Floor area" for nonresidential development means the total of the gross horizontal area of all floors, including usable basements and cellars, below the roof and within the outer surface of the main walls of principal or accessory buildings or portions thereof, or within lines drawn parallel to and two (2) feet within the roof line of any building or portions thereof without walls, but excluding arcades, porticoes and similar open areas which are accessible to the general public and which are not designed or used as sales, display, storage, service or production areas.

(i) "New" means new to Blount County.

(j) "Nonresidential" means the development of any property for any use other than residential use, except as may be exempted by this act.

(k) "Person" means any individual, firm, partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate or other group or combination acting as a unit, and includes the plural as well as the singular number.

(l) "Place of worship" means a building or any portion of a building which is owned by a religious institution having tax-exempt status and which is used for worship services and related functions; provided, however, that a place of worship does not include buildings or portions of buildings which are used for purposes other than for worship and related functions or which are used or are intended to be leased, rented or used by persons who do not have tax-exempt status or which are used or are intended to be used as a dwelling unit(s) for any person(s).

(m) "Public building" means a building owned by the State of Tennessee or any agency thereof; a political subdivision of the State of Tennessee, including but not necessarily limited to counties, cities, school districts, utility districts and special districts; or the federal government or any agency thereof.

(n) "Residential" means the development of any property for a dwelling unit or units.

SECTION 3. It is the intent and purpose of this act to authorize Blount County to levy and collect a privilege tax (the "tax") on new development in the county outside the incorporated areas of the cities of Maryville and Alcoa so as to ensure and require that the person(s) responsible for new development share in the burden of growth by paying his/her/its/their fair share of the cost of new and expanded public facilities and services ("capital projects") made necessary by such development.

SECTION 4. Engaging in the act of development within Blount County outside of the incorporated areas of Maryville and Alcoa is a privilege upon which Blount County may, by resolution of its legislative body, levy a tax in an amount(s) not to exceed the rates set forth in section 7 of this act.

SECTION 5. The county's legislative body shall levy the tax by resolution after adopting a capital improvements program indicating the need for capital projects anticipated to be funded, in part, by the tax and after finding that the need for such capital projects is reasonably related to development in the county outside of the incorporated areas of the cities of Maryville and Alcoa. The resolution of the county's legislative body levying this tax shall state the rates of the tax on new residential and nonresidential development. The county's legislative body shall, by resolution, adopt administrative guidelines, procedures, regulations and forms necessary to properly implement, administer and enforce the provisions of this act.

SECTION 6. This act shall not apply to the development of:

(a) Public buildings;

(b) Places of worship;

(c) Barns or outbuildings used for agricultural purposes;

(d) Replacement buildings or structures for previously existing buildings or structures destroyed by fire or other disaster, natural or otherwise; or

(e) A building or structure owned by a nonprofit corporation which is a qualified 501(c)(3) corporation under the Internal Revenue Code.

SECTION 7. For the exercise of the privilege described in section 4 of this act, Blount County may levy a tax on new development in the county outside the incorporated areas of the cities of Maryville and Alcoa not to exceed

(a) \$1.00 per gross square foot on new residential development; and

(b) \$0.50 per gross square foot on new nonresidential development.

The county may develop a tax rate schedule by which residential and nonresidential uses are classified by type for the purpose of the imposition of the tax authorized by this act.

SECTION 8. The tax established by this act shall be due and collected at the time of application for a certificate of occupancy to the official duly authorized to issue a certificate of occupancy for a building or structure located in the county outside of the incorporated areas of the cities of Maryville and Alcoa.

The tax herein authorized is declared to be a lien against the real property upon which the development has occurred until paid and shall be superior to all other liens on such property except for property tax liens. Interest of one per cent (1%) per month and a penalty of one-half per cent (0.5%) per month shall be added to the tax due if not paid when first due, unless the taxpayer successfully contests the applicability of such tax by appeal as provided in this act. Notice of such lien may be, but is not required to be, recorded in the office of the Register of Deeds for Blount County, Tennessee. Such lien may be enforced by civil action instituted in any court of competent jurisdiction in Blount County for the sale of the real property to enforce the lien.

SECTION 9. All tax funds collected shall be used to provide capital projects and to reduce debt incurred therefor and shall be deposited into the county's general and debt service funds for such purposes.

SECTION 10. The authority to levy this privilege tax on new development in Blount County outside of the incorporated areas of the cities of Maryville and Alcoa is in addition to all other authority to levy or impose taxes, fees, assessments or other revenue raising or land development regulatory measures granted either by public or private acts of the State of Tennessee, and the levy and imposition of such tax, in addition to any other authorized tax, fee, assessment or charge, shall not be deemed to constitute double taxation.

SECTION 11.

(a) Any taxpayer aggrieved by a decision of the official duly authorized to issue a certificate of occupancy for a building or structure located in the county outside of the incorporated areas of the cities of Maryville and Alcoa or of any other responsible official concerning any aspect of this act may obtain review of such decision(s) in the following manner:

(1) By payment of the disputed amount of the tax to Blount County and by notifying the official that the payment is made under protest; and

(2) By requesting an appeal of the decision of the official in writing within ten (10) days of the protest and payment.

(b) Appeals shall be heard by the Blount County Adequate Facilities Tax Board of Appeals (the "board"). A hearing shall be scheduled within forty-five (45) days of the written request for appeal. The board shall rule on all appeals within thirty (30) days of the hearing date, unless the hearing is continued from time to time by a majority vote of the board for further information.

(c) The board shall act as an administrative and/or quasi-judicial body that determines the intent of this act and its applicability to the appellant taxpayer and rules upon the decision of the official. The board shall not be bound by formal rules of evidence applicable to the various courts of the state.

(d) Hearings before the board shall proceed as follows:

(1) The official duly authorized to issue the certificate of occupancy or other responsible official shall explain his or her decision and the reasons therefor.

(2) The appellant taxpayer shall explain his or her reasons for protesting the official's decision.

(3) The board may request further information from any county or city official, employee or attorney. The board shall not have the power to subpoena.

(4) The board shall deliberate and render its rulings by a majority vote. The board's rulings shall be reduced to writing and shall become a part of the board's minutes. Copies of the rulings shall be sent to the respective parties. Rulings of the board shall be final, except that either the official duly authorized to issue the certificate of occupancy or other responsible official or the appellant taxpayer may seek review of the board's action by common law writ of certiorari proceeding in any court of competent jurisdiction in Blount County.

SECTION 13. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end, the provisions of this act are declared to be severable.

SECTION 14. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the county's legislative body. The approval or nonapproval of this act shall be proclaimed by the presiding officer of the county legislative body and certified by the presiding officer to the Tennessee Secretary of State.

SECTION 15. For the purpose of approving or rejecting this act, it shall be effective upon becoming law, the public welfare requiring it. For all other purposes it shall become effective upon being approved as provided in section 14 hereof.

INTERGOVERNMENTAL COMMITTEE
MINUTES
January 11, 2005

The Intergovernmental Committee of the Blount County Board of County Commissioners met on Tuesday, January 11, 2005, at 6:30 p.m. at the Blount County Courthouse. Roll call was taken:

Keith Brock – present	Steve Gray – present	Dan Neubert – present
Bob Evans – present	Steve Hargis – present	Shirley Townsend - present
Joe Everett – absent	Jeff McCall – present	Mike Walker – present
Gary Farmer – present	Kenneth Melton – present	

There were 10 present and 1 absent. Chairman Evans declared a quorum to exist.

IN RE: MINUTES OF DECEMBER 7, 2004 MEETING.

Steve Gray made a motion to approve the minutes of the December 7, 2004 meeting. Steve Hargis seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

IN RE: SETTING PUBLIC HEARING REGARDING THE REZONING REQUEST FROM R-2 – RURAL DISTRICT 2 TO R-1 – RURAL DISTRICT 1 FOR LAND DESCRIBED AS BLOUNT COUNTY TAX MAP 83 PARCEL 67 AT 461 LOVERS LANE.

Steve Gray made a motion to set a public hearing at 6:35 on February 8, 2005. Jeff McCall seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

IN RE: APPOINTMENT OF JERRY MARROW, BILL JUDKINS, AND DANIEL CAMPBELL TO THE JAIL INSPECTION COMMITTEE and APPOINTMENT OF BOB ARWOOD TO THE COURTHOUSE SPACE ALLOCATION COMMITTEE and APPOINTMENT OF ROBERT RAMSEY, DIANE GIFFIN, AND DAVE FUGATE TO THE AGRICULTURAL EXTENSION COMMITTEE.

Mike Walker made a motion to send the appointments to the County Commission. Steve Hargis seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

IN RE: RESOLUTION RESCINDING AND INVALIDATING THE NOVEMBER 18TH REZONING OF HOUSTON MURPHY'S PROPERTY AT 5223 HIGHWAY 411 SOUTH.

Mike Walker made a motion that the process be reviewed by the County Attorney. Kenneth Melton seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

IN RE: RESOLUTION REQUESTING THE BLOUNT COUNTY SENATOR AND REPRESENTATIVES TO SPONSOR LEGISLATION IN THE GENERAL ASSEMBLY WHICH WOULD AMEND THE PUBLIC LAW OF THE STATE OF TENNESSEE TO ALLOW COUNTIES TO IMPOSE A USER'S FEE ON PERMANENT DOCUMENTS TO BE COLLECTED WHEN DOCUMENTS ARE FILED AND TO SPONSOR A PUBLIC ACT WHICH WOULD AUTHORIZE BLOUNT COUNTY TO LEVY AND COLLECT A FEE NOT TO EXCEED \$2.00 ON PERMANENT DOCUMENTS FILED.

Keith Brock made a motion to send the resolution to the County Commission. Shirley Townsend seconded the motion

A roll call vote was taken:

Brock – aye	Farmer – nay	McCall – nay	Townsend – aye
Evans – aye	Gray – aye	Melton – nay	Walker – aye
Everett – absent	Hargis – nay	Neubert – aye	

There were 6 voting aye, 4 voting nay, and 1 absent. Chairman Evans declared the motion to have passed.

IN RE: SETTING OF AGENDA AT COMMISSION MEETINGS.

Mike Walker made a motion to send to the County Commission an amendment to the rules to have a vote at each meeting to set the agenda. Items not receiving an affirmative vote would be considered failed. Keith Brock seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

IN RE: ADJOURNMENT.

Kenneth Melton made a motion to adjourn the meeting. Keith Brock seconded the motion. Chairman Evans declared the meeting to be adjourned.

PUBLIC SERVICES COMMITTEE

MINUTES

January 11, 2005

The Public Services Committee of the Blount County Board of County Commissioners met on Tuesday, January 11, 2005, at 6:00 p.m. at the Blount County Courthouse. Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - present David Graham - present Robby Kirkland - present Ernie Tallent - present
Dennis Cardin – present John Keeble – present Bob Ramsey – present
Donna Dowdy – present Bob Kidd – present Otto Slater – present

There were 10 present. Chairman Kidd declared a quorum to exist.

IN RE: MINUTES OF DECEMBER 7, 2004 MEETING.

Dennis Cardin made a motion to approve the minutes. Robby Kirkland seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: BEER BOARD.

The Beer Board approved the minutes of the December 7, 2004 meeting.

IN RE: RESOLUTION REQUESTING THE BLOUNT COUNTY SENATOR AND REPRESENTATIVES TO SPONSOR LEGISLATION IN THE GENERAL ASSEMBLY WHICH WOULD AMEND THE PUBLIC LAW OF THE STATE OF TENNESSEE TO ALLOW COUNTIES TO IMPOSE A USER'S FEE ON PERMANENT DOCUMENTS TO BE COLLECTED WHEN DOCUMENTS ARE FILED AND TO SPONSOR A PUBLIC ACT WHICH WOULD AUTHORIZE BLOUNT COUNTY TO LEVY AND COLLECT A FEE NOT TO EXCEED \$2.00 ON PERMANENT DOCUMENTS FILED.

Robby Kirkland made a motion to recommend the resolution to the County Commission. Dennis Cardin seconded the motion.

A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: RESOLUTION REGARDING EPHEDRINE AND EPHEDRINE RELATED PRODUCTS.

Otto Slater made a motion send the resolution to the County Commission. John Keeble seconded the motion.

A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: FLAG POLES FOR COURTHOUSE.

John Keeble made a motion to send the item to the County Commission with possible revenue to come from an increase in cable television fees. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: COMPLAINT CONCERNING NOISE AT 4286 MISER STATION ROAD.

Donna Dowdy made a motion to ask Attorney Norman Newton to review the situation regarding noise from the Smoky Mountain Gun Club. David Graham seconded the motion.

A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: COUNTY MAINTENANCE OF EAGLE RIDGE ROAD.

John Keeble made a motion to defer the item. Ernie Tallent seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: RESOLUTION LISTING SUBDIVISION STREETS BUILT AND APPROVED DURING THE YEAR 2004 TO THE COUNTY'S OFFICIAL ROADS LIST.

Dennis Cardin made a motion to send the resolution to the County Commission. Donna Dowdy seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: ADJOURNMENT.

John Keeble made a motion to adjourn the meeting. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the meeting to be adjourned.

BEER BOARD
REGULAR MEETING
JANUARY 11, 2005

The Blount County Beer Board met in regular session on Tuesday, January 11, 2005, at 6:00 p.m. Present were Bob Arwood; Dennis Cardin; Donna Dowdy; David Graham; John Keeble; Bob Kidd, chairman; Robby Kirkland; Bob Ramsey; Otto Slater; Ernie Tallent; and Roy Crawford, Jr., Beer Board Secretary. Chairman Kidd declared a quorum to exist.

IN RE: APPROVAL OF MINUTES OF DECEMBER 7, 2004 BEER BOARD MEETING.

Robby Kirkland made a motion to dispense with the reading and approve the minutes. Dennis Cardin seconded the motion. A voice vote was taken on the motion with Chairman Kidd declaring the motion to have passed.

IN RE: ADJOURNMENT.

John Keeble made a motion to adjourn the meeting. Robby Kirkland seconded the motion. A voice vote was taken with Chairman Kidd declaring the meeting to be adjourned.

BUDGET COMMITTEE MEETING
Monday, December 6, 2004 – 5:34 p.m.
Room 433, Blount County Courthouse

Minutes

Members Present: Otto Slater, Keith Brock, Donna Dowdy, Robert Ramsey, Beverley Woodruff, Dave Bennett (ex-officio)

Members Absent: None

Others Present: Sherry Sheffey, Darren Dunlap, Dana Lamson, Bob Reed, Robbie Kirkland, Harry Grothjahn, Susan Jones, Beckie Timmons, Anne Patrick, Brad Petree, Bobby Parks, Larry Campbell

Approval of Minutes

The motion was made by Keith Brock and seconded by Robert Ramsey to approve the minutes from the November 8, 2004 budget committee meeting. The motion passed with 5 yes.

Budget Increases/Decreases

(All increases/decreases are forwarded to the full Commission for approval.)

The motion was made by Otto Slater and seconded by Keith Brock to approve the following increases:

1. Circuit Court Clerk-\$34,301.00 for additional position due to increase in work load and to accommodate the new Judge position
2. General Sessions-\$93,556.00 to fund a new secretarial and Judge position
3. School Dept.-\$6,145.00 to cover shortfall in capital outlay for firealarm replacement at Porter Elementary with the stipulation that the bleachers at William Blount High School be replaced.

The motion passed with 5 yes.

The motion was made by Keith Brock and seconded by Donna Dowdy to approve the following increases:

1. Sheriff's Dept.-\$100,000.00 to purchase inmate commissary items
2. Sheriff's Dept.-\$5,675.00 to cover auction wrecker expense

The motion passed with 5 yes.

The motion was made by Keith Brock and seconded by Robert Ramsey to approve the following increases:

1. Schools Extended Care Program-\$73,500.00 to use fund balance for non-recurring expenditures

The motion passed with 5 yes.

Transfers

The motion was made by Keith Brock and seconded by Robert Ramsey to approve the following budget transfers:

1. Election Commission-\$1,500.00 to pay mileage for machine technicians, as well as, the set up and pick up of voting machines on election day
2. Election Commission-\$2,200.00 to cover cost of part-time personnel for the Presidential general election on November 2, 2004
3. Sheriff's Dept. (Litter Grant)-\$9,830.00 to place monies in needed account
4. Accounting and Budgeting-\$4,270.00 to cover benefits added
5. Property Assessor-\$14,180.00 for temporary data entry personnel

The motion passed with 5 yes.

Discussion/Possible Action

Thompson Brown House

The motion was made by Otto Slater and seconded by Robert Ramsey to send to the full Commission a resolution requesting permission to match 80/20, up to \$80,000.00, any State grant funds that are received for repairs to be made to the Thompson Brown House. The motion passed with 5 yes.

Purchase of Property in Townsend

The motion was made by Robert Ramsey and seconded by Keith Brock to send to the full Commission the request of Parks and Rec to take funds from fund balance to purchase property in Townsend for Greenspace. The motion passed with 4 yes and 1 absent.

Adequate Facilities/Realty Transfer Tax

The motion was made by Otto Slater and seconded by Keith Brock to send to the full Commission 3 resolutions regarding the issues of an Adequate Facilities and/or Realty Transfer tax. The motion passed with 4 yes and 1 absent.

Community Development Block Grant

The motion was made by Donna Dowdy and seconded by Robert Ramsey to send to the full Commission a resolution to request permission to apply for a Community Development Block Grant. The motion passed with 4 yes and 1 absent.

Vendor Change on Purchase Order

The motion was made by Otto Slater and seconded by Keith Brock to approve a vendor change on a purchase order requisitioned by the Sheriff's Department due to delay in delivery. The motion passed with 4 yes and 1 absent.

Building Codes

The motion was made by Keith Brock and seconded by Robert Ramsey to send to the full Commission a resolution to request the creation of a Building Codes Department to implement such procedures as outlined in the report submitted by Bobby Parks, Certified Building Official. The motion passed with 4 yes and 1 absent.

Capital Needs

The motion was made by Otto Slater and seconded by Keith Brock to send to the full Commission a resolution to request a new pod at the Justice Center. The motion passed with 4 yes and 1 absent.

Federal Government Fuel Overcharge

The motion was made by Robert Ramsey and seconded by Donna Dowdy to allow Blount County to request a refund for fuel overcharge by the federal government from 1973 to 1981. The motion passed with 4 yes and 1 absent.

Meeting adjourned 7:20 p.m.

**BLOUNT COUNTY PURCHASING COMMISSION
JANUARY 10, 2005**

Minutes

Members Present: Keith Brock, Donna Dowdy, Robert Ramsey and Otto Slater.

Member Absent: Beverley Woodruff.

Others Present: See sign-in-sheet.

The Blount County Purchasing Commission met in the County Commission Room at the Blount County Courthouse on Monday, January 10, 2005. Judy Hackney, Purchasing Agent, called the meeting to order at 5:25 p.m.

Approve Minutes

Robert Ramsey made a motion to approve the minutes of the November 8, 2004 meeting. Keith Brock seconded the motion and it passed unanimously.

Review Sole Source

The Purchasing Commission reviewed one Sole Source Purchase. Blount County Sheriff's Office purchased refurbished radios from Paniks Electronic-N-Surplus for \$2,430.00.

Review Perishables

The Purchasing Commission reviewed Perishables for the months of October, November and December 2004. The Blount County Sheriff's Office purchased dairy products from Flav-O-Rich Dairies and bakery products from Flowers Baking Company.

Review Gasoline Purchases

The Purchasing Commission reviewed Gasoline purchases for October, November and December 2004.

Discuss and Approve Payment Authorization Addition

Keith Brock made a motion to allow the payment of gasoline purchases for the Blount County Sheriff's Office motorcycles to be made by payment authorization monthly. Robert Ramsey seconded the motion. Otto Slater asked that the motion be amended to bid this for the next fiscal year. The amendment was added to the original motion and passed with 4 yes and 1 absent.

Discuss and Approve Bid No. 2004-1545 Forensic Mapping System for BCSO

The Purchasing Commission discussed Bid No. 2004-1545. Allen Precision submitted a bid of \$13,049.00 for a measuring device and accessories, training and mapping software to facilitate the reconstruction of collision/crash scenes for the Blount County Sheriff's Office. Assistant Chief Jimmy Long of the Blount County Sheriff's Office answered questions posed by the Commission regarding the software. Otto Slater made a motion to accept and purchase the Forensic Mapping System from Allen Precision as bid with the costs to be paid by the Blount County Sheriff's Office. Keith Brock made a second and the motion passed with 4 yes and 1 absent.

Review Awarded Bids

The Purchasing Commission reviewed the following awarded bids.

Bid No. 2003-1493	Ready Mix Concrete	Rinker Materials
Bid No. 2004-1520	Vehicle Equipment & Storage Cabinets	Extendo Bed Co.
Bid No. 2004-1522	Hydraulic Rescue Tool Components	Keeble Rescue Systems
Bid No. 2004-1525	Steamer/Montvale Cafeteria	Strategic Equip & Supply
Bid No. 2004-1532	Culvert Pipe/Bridge Decking	Superior Drainage Prod. & Tellico Culvert Co.
Bid No. 2004-1535	Side Scan Sonar Device	J.W. Fishers
Bid No. 2004-1541	Electric Fryer/Heritage High Cafeteria	Strategic Equip & Supply
Bid No. 2004-1542	Sign Making Materials	Hall Signs & Vulcan Signs
Bid No. 2004-1543	Scott Air Supplies	Samson Industrial
Bid No. 2004-1544	Panasonic Tough Book Computer	Pomeroy IT Solutions
Bid No. 2004-1547	Playground Equipment/Schools	Just-4-Play
Bid No. 2004-1548	Building Materials	Anderson Lumber Co
Bid No. 2004-1549	Ballistic Protective Gear	Safety & Security Int.

General Discussion

Robert Ramsey made a request to look into replacing the flag pole in front of the Courthouse. Blount County Maintenance Director Damon Fortney suggested that the three pole design be utilized at the Courthouse to be consistent with the Justice Center. Otto Slater made a motion for Purchasing to obtain bids on the 3 flag pole design. Keith Brock seconded the motion and it passed with 4 yes and 1 absent.

Adjournment

Keith Brock made a motion to adjourn the meeting with a second from Robert Ramsey. All were in favor and the Purchasing Commission meeting adjourned at 5:44 p.m.

Judy Hackney
Purchasing Agent
Blount County

Blount County Board of Zoning Appeals
Regular Session
Thursday January 6, 2005
6:00 P.M.

The Blount County Board of Zoning Appeals met in regular session on Thursday January 6, 2005, at 6:00 pm at the Courthouse. Staff was represented by: Roger Fields, Building Commissioner.

Members of the Board of Zoning Appeals present: Bill Marrison, Stanley Headrick, Jim Melton, and Harold Brown.

Mr. Brown made a motion to approve the minutes of the November 30, 2004 meeting. Second was made by Mr. Headrick. The motion received unanimous approval.

Cases Being Heard

1. APPEALS:

Gina French- 5223 Highway 411 South:

This appeal was brought before the board at the October meeting and a motion to deny the appeal was made. The motion received a tie vote. At the meeting the tie vote was interpreted as an automatic passing of the motion. A tie vote actually means that the motion dies due to there not being a majority vote. Mr. Fields added the item back to the agenda for the December meeting. The board voted to defer the item to this months meeting. The property was rezoned and has been sent to intergovernmental for review. Mr. Fields recommended to defer the appeal. Mr. Melton made a motion to defer the appeal until the February meeting. Mr. Marrison seconded the appeal.

A roll call vote was taken:

- Bill Marrison – Yes
- Stanley Headrick – Yes
- Jim Melton – Yes
- Harold Brown – Yes

The motion to defer the appeal to the next meeting passed.

2. VARIANCES:

Carlo Brillante- 104 Lakeside Trace:

This request is for a variance from the front building setback requirements. The current requirement is 30 feet from the front property line. Mr. Brillante would like to start his home 22 feet from the front property line. This is a small narrow lot that gets narrower toward the back. The slope of the land is from the front to the back. This property is located in Laurel Valley and will be using a septic system for waste disposal. It is Mr. Fields interpretation that this lot meets the requirements in section 11.6-F-1 & 2 for having a variance granted. The total

amount needed is an 8 foot variance. Mr. Fields recommended granting a 10 foot variance from the front building setback requirement. Mr. Headrick made a motion to approve the variance. Mr. Melton seconded. A roll call vote was taken:

- Bill Marrison – Yes
- Stanley Headrick – Yes
- Jim Melton - Yes
- Harold Brown - Yes

The motion to approve the variance passed.

Heartland Development- Chapman Hwy.:

This variance request is for the front building setback. The property is located off Chapman Hwy. That road is a major arterial road that has a 60 foot front setback. The amount of variance needed is 26 feet. That would leave a setback of 34 feet. The rear setback at this location is 40 feet. If the front and rear setbacks are strictly enforced it would leave a small area to build a commercial building. This property is zoned commercial. This properties hardship is the shape of the lot and topographical issues. It is Mr. Fields interpretation that section 11.6-F-5 can be applied to this lot. It is a commercial lot and its highest and best use is commercial. The strict application of the setbacks will make constructing a commercial building very difficult. If the property cannot be used commercially Mr. Fields believes the land's value will be substantially reduced. The engineer has put together a site plan for review by the board. Mr. Fields has had discussions about the project and the engineer has changed the site plan to make sure the rear and side setback requirements will be met, so that only one variance will be needed for the project. Mr. Fields recommended granting a 26 foot variance from the front building setback requirement. Representatives of Heartland Development were present to answer any questions. Mr. Brown made a motion to approve the variance. Mr. Headrick seconded the motion. A roll call vote was taken:

- Bill Marrison – Yes
- Stanley Headrick – Yes
- Jim Melton - Yes
- Harold Brown - Yes

The motion to approve the variance passed.

3. SPECIAL EXCEPTIONS:

Victor Stefanini- 2707 Old Niles Ferry Road:

This is a special exception request to allow a riding tack shop to be located in an existing garage at 2707 Old Niles Ferry Road. The property is located on a collector status road and the property is one acre. These are the two primary requirements for a special exception with limitations. The garage is 864 square feet and falls under the 4,000 square foot maximum. This use will be located on

the same property of Mr. Stefanini's residence. This particular use is not on the list of approved uses for a family commercial enterprise and that is why Mr. Fields presented it as a special exception with limitations. All building setback requirements will be met and buffering will be required to screen the abutting residential uses. Mr. Stefanini was present to speak in favor of the special exception. Mr. Fields recommended approval of the special exception.

A roll call vote was taken:

- Bill Marrison – Yes
- Stanley Headrick – Yes
- Jim Melton - Yes
- Harold Brown - Yes

The motion to approve the special exception passed.

Terry Orr- 4921 U. S. Hwy 411 South:

This is a special exception request for an automobile sales lot to be located at 4921 U.S. Highway 411 South. This property was preciously used for a body shop. The property has changed hands and the new owner wants to continue the body shop and begin to sell cars. The body shop is grand fathered, but the sales lot does require a special exception. All building setback requirements are met. Mr. Fields was not clear on the issue of buffering because the body shop is a grand fathered use, but the sales lot would be new. Buffering would only be needed along the southern side if it were determined to be required. Mr. Orr was present to speak in favor of the special exception. After some discussion Mr. Fields felt that the title of muscle car restoration and sales lot would be more appropriate. Mr. Fields recommended approval of the special exception. Mr. Brown made a motion to approve the special exception. Mr. Melton seconded the motion.

A roll call vote was taken:

- Bill Marrison – Yes
- Stanley Headrick – Yes
- Jim Melton - Yes
- Harold Brown - Yes

The motion to approve the special exception passed.

4. OTHER BUSINESS:

Waters Place:

John Weston was present to represent Still Waters Partners. They wish to locate a planned unit development on Waters Road. It will consist of approximately 60 individual one-level homes. They will be constructed in 4 to 8 attached units per building. At this time they simply wanted to introduce the concept to the board.

Larry Campbell:

Mr. Campbell feels that the zoning regulations are not being adhered to uniformly. He feels that some violations are being stopped while others are not. Mr. Marrison did not feel that the problems could be addressed at the meeting. He felt that the board needed to take it under advisement.

Donald Davis Jr.- 121 Davis Road:

Mr. Davis has applied for a variance. He is in somewhat of a hurry and has requested a special called meeting of the BZA. Mr. Fields has reviewed the calendar and the only day that is available that would allow him to get a notice in the paper is January 20th. The board agreed to have a special called meeting on that day.

5. ADJOURNMENT:

There being no further business to conduct, the Chairman declared the meeting adjourned.

Secretary, Board of Zoning Appeals

JAIL INSPECTION COMMITTEE
Wednesday, January 12, 2005 - 4:00 p.m.
Blount County Justice Center

MINUTES

Members Present: Jerry Marrow - Chairman, Bill Judkins, Dan Campbell, and Dave Bennett

Members Absent: None

Others Present: Lieutenant West

Prisoner Count:

- 340 Prisoners (288 males, 52 females)

Observations:

Public Lobby	-	Clean.
Hallways	-	The floor was coming up in front of the kitchen.
Intake	-	Clean.
Visitation Area	-	O.K.
Medical	-	O.K. Clean. No complaints.
Other	-	
Kitchen	-	O.K.
Laundry	-	O.K.
Briefing Room	-	O.K.
Records Office	-	O.K.

C Pod

C-1	-	O.K.
C-2	-	O.K.
C-3	-	O.K.
C-4	-	O.K.
C-5	-	O.K.
C-6	-	O.K.
C-7	-	O.K.

D Pod

D-1	-	O.K.
D-2	-	O.K.
D-3	-	O.K.
D-4	-	O.K.
D-5	-	O.K.
D-6	-	O.K.

There were no complaints from the prisoners.

**BLOUNT COUNTY PLANNING COMMISSION
REGULAR SESSION
THURSDAY OCTOBER 28, 2004
5:30 P.M.**

The Blount County Planning Commission met in regular session on Thursday October 28, 2004, at the Courthouse. Staff was represented by: John Lamb, Director of Planning; Roger Fields, Building Commissioner; and Gaye Hasty, administrative assistant.

Commissioners Present: Chairman, Gene Brown, Joe Everett, Gary Farmer, Steve Gray, Bob Kidd, Bruce McClellan, Carl McDonald, Kenneth Melton, Bill Proffitt, Ed Stucky, and Darrell Tipton. Commissioners Absent: Rick Rigsby.

The minutes of the September 23, 2004 regular monthly meeting were approved. The minutes from special called meetings on April 29, 2004; May 13, 2004; July 20, 2004; and October 11, 2004 were approved. The minutes from a Public Hearing held on September 30, 2004 were approved. Prior to the meeting, these were mailed to members for review.

Long Range Planning & Zoning:

Discussion on alternatives to address adequacy of infrastructure and roads in the Subdivision Regulations:

This item had been deferred from the August and September regular meetings.

Mr. Bob Frink expressed concern over the delay in making a decision regarding the school situation and the roads situation. He stated that many roads in Blount County are inadequate for the traffic that uses these roads. He stated that 13' and 14' of paved width with no shoulders is not sufficient. He reminded the Commission that they had received recommendations from the state, from the Highway Superintendent, and from Wilbur, Smith and Associates. He stated that it was time to take action on these issues.

Mr. Lamb welcomed the two new Commissioners, Joe Everett and Gary Farmer.

Mr. Lamb explained that an earlier proposal regarding roads had failed for lack of majority. The previous proposal was for 18 feet of paved width with two foot shoulders on either side as a condition precedent for platting of lots for major subdivisions. Mr. Lamb stated that the precedent being applied before this proposal was 18 feet of paved width. The precedent that had developed before this was 16 feet. For approximately nine years the 16 foot precedent was used and more recently had increased to 18 feet width of paved road surface. This

was used without any regard to shoulders. Mr. Lamb urged the Commissioners to look again at the requirements for roads and find a compromise.

Commissioner Kidd asked Mr. Lamb if a road list could be supplied to the Commissioners so that they would know what they were voting on and which roads in Blount County would be affected by this requirement.

Mr. Lamb stated that they were working with the consultants, Wilbur, Smith and Associates to come up with an updated study and an updated road list would be available at the next meeting.

Mr. Dunlap also responded by saying that it would be very hard to supply an accurate ROW width on the majority of the roads due to the development that had taken place. The ROW on at least two-thirds of the roads moves in and out. Mr. Dunlap stated that he could supply the width of the paved areas on the roads.

Commissioner Kidd stated that he wanted to know the impact of the proposal on roads, and if such information was not available we should go road by road as we have done in the past.

Mr. Lamb stated that the Planning Commission had been advised to have explicit standards in the Subdivision Regulations on this matter. Even if it was considered road by road, this would give a benchmark in the regulations to go by. This would be a benchmark in the regulations to point out that anything less than this standard would be inadequate.

Commissioner Kidd stated that setting a blanket standard would take discretionary authority away from the Planning Commission. Mr. Lamb noted that discretion unevenly applied without a standard could lead to problems if challenged.

Commissioner Melton asked if discretion was still involved in each consideration with a standard. Mr. Lamb stated that each commissioner had discretion to vote as they wished, and that variances were a possibility.

Commissioner Melton made the motion to set the standard road requirement for major development to 18 feet paved width only. Commissioner Farmer seconded the motion.

Commissioner McDonald stated that road shoulders are as important to the safety of travelers as the road itself. He continued by saying that the Planning Commission had been given the opinion of the Highway Superintendent that any road that is not 18 feet with two foot shoulders is dangerous and defective. The county will have liability for any accident on that road if it does not meet the minimum standard of 18 feet width and 2 foot shoulders. The study by Wilbur

Smith stated that the minimum safe road at the minimum speed with the least traffic is 18 feet with 2 foot shoulders. This is not a development issue, it is a safety issue. Commissioner McDonald stated that there was no discretion to variance of such standards. The Highway Superintendent has stated that 18 feet and two foot shoulders is the appropriate minimum. If you go less than that as a standard, he will not be able to require more. It is his responsibility to look after issues of roads.

Commissioner Kidd agreed that there was a safety issue with width of road and shoulder and did not disagree with the standard proposed. However, setting such standard would shut down 75 to 80 percent of building in the county, and that this would lead to a big impact on the large building industry in the county, and could lead to great unemployment in the industry.

Commissioner Melton stated that ideally he would agree with Commissioner McDonald, but requiring two foot shoulders on existing roads was not realistic to the situation in the county.

Mr. Larry Campbell spoke and asked what was more important, the lives of the kids traveling on the roads or the building industry.

Mr. Bob Frink spoke and stated that there was no need to continue to impact roads with more traffic that cannot handle traffic today.

Mr. Dunlap stated that he would be remiss in the duties of his job if he pulled away from the standard that AASHTO has outlined in their publication on highway design. He stated that he would also be remiss in the duties of his job if he pulled down from the recommendation of Wilbur Smith and Associates and affirmed by Barge, Waggoner, Sumner and Cannon. Mr. Dunlap emphasized that if roads are built, they need to be built to the standards of an 18 foot minimum with 2 foot shoulders. Mr. Dunlap stated that of the 1,100 miles of roads in Blount County (including subdivisions) that approximately one half of the current roads meet 18 feet or more. He stated that approximately one third of the old original county roads would fall under the criteria mentioned.

Commissioner Farmer asked if the roads that are being resurfaced now are being brought up to the 18 foot 2 foot shoulder standard. Mr. Dunlap answered no, due to right-of-way limits some older shoulders were paved over to get width.

Commissioner Gray asked if any other jurisdiction had an 18 foot 2 foot shoulders standard. Mr. Lamb responded that he did not know of any, but Knox County was applying the 18 foot standard.

Commissioner McDonald made the motion to amend the motion that was previously made and to change the required road width for major development to

be 18 feet wide with 2 foot shoulders. Commissioner Proffitt seconded the motion.

A roll call vote was taken on the motion to amend:

Commissioner Brown – No	Commissioner McDonald - Yes
Commissioner Everett – No	Commissioner Melton - Yes
Commissioner Farmer – Yes	Commissioner Proffitt - Yes
Commissioner Gray – Yes	Commissioner Stucky - Yes
Commissioner Kidd – No	Commissioner Tipton – No
Commissioner McClellan – No	

The motion passed with 6 yes votes and 5 no votes.

A roll call votes was taken on the motion as amended:

Commissioner Brown – No	Commissioner McDonald - Yes
Commissioner Everett – Yes	Commissioner Melton - Yes
Commissioner Farmer – Yes	Commissioner Proffitt - Yes
Commissioner Gray – Yes	Commissioner Stucky - Yes
Commissioner Kidd – No	Commissioner Tipton – No
Commissioner McClellan – No	

The motion as amended carried with 7 yes votes and 4 no votes.

Mr. Lamb raised an issue of procedure and asked clarification, noting that a similar proposal was rejected after public hearing. The general consensus was that the present motion was a new proposal and would need to go through public hearing again. Some on the Commission stated that a formal resolution was needed before hearing and final action.

Commissioner Everett asked if there were provisions made for “squeeze points” in the previous proposal that failed. Mr. Lamb responded that no provisions were in the previous proposal for “squeeze points” other than the variance provision. The variance provision in Section 1.9 gives the criteria for variances. It does allow for variances in the case of extraordinary hardships. A prior proposal allowed for variances of the 18 foot width and 2 foot shoulders based upon the submission of a traffic study by the developer that would show that there would be no harm to the public health, safety, and welfare. It also had the Highway Superintendent involved in the decision making process.

Commissioner Everett raised a question concerning the minimum 18 foot width and level of traffic. Mr. Lamb stated that the issues were separate in that 18 feet was required for minimum safety of passing vehicles even at low traffic levels. At higher traffic levels the issue becomes congestion.

After discussion, it was decided that Mr. Lamb would present alternatives for a resolution to the Commission at the November meeting, and would provide an updated roads list.

HEARINGS

Concept Plans: None.

Site Plans: (moved ahead on the agenda):

Addition to the Agenda:

Commissioner McDonald made the motion to add a site plan for Blackberry Farms to the agenda. Commissioner Melton seconded the motion which was approved unanimously.

Blackberry Farms:

The site plan presented to the Commission was for an expansion of an existing grandfathered use. The request was for a 90' x 30' building to be used for maintenance and laundry and for a 15' x 50' tractor shed. All building setback requirements will be met and buffering will not be required. Mr. Fields recommended for approval of the site plan.

Commissioner McDonald made the motion to approve the site plan as recommended by staff, seconded by Commissioner Melton. The site plan received unanimous approval.

Southern Impact Research Center at 304 Dunavant Drive:

This site plan was for a new facility at 304 Dunavant Drive in the Stock Creek Development Center. The property is zoned Industrial. The Blount County Board of Zoning Appeals granted a variance from the side set back for 22' rather than the required 40' setback. All other setback requirements will be met. Parking requirements will be met and buffering is not required. Mr. Fields recommended for approval of the site plan.

Commissioner Proffitt made the motion to approve the site plan as recommended by staff, seconded by Commissioner McDonald. The site plan was approved unanimously.

East Tennessee Propane at 631 William Blount Drive:

This site plan was for a new location for their propane gas operations. The property is zoned Commercial and is part of the William Blount Business Park. The site plan indicates that all building setback requirements will be met. Parking requirements will be met and buffering will be required between this use and any abutting residential use. Mr. Fields recommended for approval of the site plan.

Commissioner Stucky made the motion to approve the site plan as recommended by staff, seconded by Commissioner Everett. The site plan received unanimous approval.

Possible requirements for business licenses:

A memo was included in the meeting packets from Roger Fields addressing an existing problem with the enforcement of the zoning regulations. Currently businesses receive licenses without any confirmation of the property being properly zoned for that business. In working with the Blount County Clerk, it was determined that a flyer would be distributed at the time the license is issued explaining the proper procedure for opening and conducting a new business in Blount County.

Preliminary Plats – Major Subdivisions:

Ansley Manor, Section 2:

Ansley Manor, Section 2 off Glenora Drive is a proposed 5 lot subdivision. One lot will have county road frontage and 4 lots will be served by a 25' common driveway easement.

Mr. Dunlap reported that the majority of Adams Road meets the criteria set in the past. There is one small pinch point area that drops the surface down to 16 feet. The developer is willing to improve the roadway to 18 feet with 2 foot shoulders.

The School Department did express concern regarding two of the three schools being on the watch list (not intolerable) located within the district of this subdivision. This was determined from the report by the School Department dated May, 2004.

Planning and Engineering staff recommended for preliminary approval subject to:

- All erosion control must be in place prior to any on-site construction. Any construction prior to a pre-construction conference on-site with the developer and all contractors is at the risk of the developer. (All special instructions for the completion of the common driveway included in this staff analysis shall be completed).

- Copy of the SWPPP certification from the project engineer.
- An addendum to the Property Owner’s Association to be supplied prior to final plat for the maintenance of the drainage facilities for Ansley Manor Subdivision. A maintenance agreement shall be supplied for the common driveway.
- Payment of the \$200.00 platting fee prior to final plat.

Commissioner McClellan made the motion to approve the plat as recommended by staff, seconded by Commissioner Stucky.

After discussion, Commissioner Tipton called for question. A roll call vote was taken:

Commissioner Brown – Yes	Commissioner McDonald - No
Commissioner Everett – Yes	Commissioner Melton - No
Commissioner Farmer – Yes	Commissioner Proffitt - No
Commissioner Gray – No	Commissioner Stucky - Yes
Commissioner Kidd – Yes	Commissioner Tipton – Yes
Commissioner McClellan – Yes	

The call for question passed with 7 yes votes and 4 no votes.

A roll call vote was taken on approval of the preliminary plat:

Commissioner Brown – Yes	Commissioner McDonald - No
Commissioner Everett – Yes	Commissioner Melton - Yes
Commissioner Farmer – Yes	Commissioner Proffitt - No
Commissioner Gray – No	Commissioner Stucky - Yes
Commissioner Kidd – Yes	Commissioner Tipton – Yes
Commissioner McClellan – Yes	

The preliminary plat was approved with 8 yes votes and 3 no votes.

John and Virginia Hodge Property:

The John and Virginia Hodge Property is a proposed 2 lot subdivision off of Big Springs Road. The lots will be served by a 25’ common driveway easement and a remainder greater than 5 acres.

The School Department did express concern regarding all three schools being considered intolerable located within the district of this subdivision. The proposal regarding the school infrastructure does not affect minor plats.

Planning, Engineering, and Environmental Health Department staff recommended for preliminary plat approval subject to:

- All erosion control must be in place prior to any on-site construction. Any construction prior to a pre-construction conference on-site with the developer and all contractors is at the risk of the developer. Instructions for the construction of the common driveway are included in the above analysis.
- A maintenance agreement shall be supplied for the common driveway prior to final plat approval.
- Payment of a \$40.00 platting fee prior to final plat approval.

Commissioner Stucky made the motion to approve the plat as recommended by staff, seconded by Commissioner McClellan. The preliminary plat received unanimous approval.

LBH Development:

The LBH Development off Gregory is a proposed 24 lot subdivision off proposed new county roads with future development.

Mr. Dunlap has an agreement with the developer for needed off-site road improvements.

The School Department did express concern regarding all three schools being intolerable located within the district of this subdivision.

Planning Department staff made a tentative recommendation for preliminary plat approval subject to:

- All updated engineering plans, road plans, cross sections and profiles and lot design, in addition to all updated drainage plans to be supplied to staff prior to the pre-construction meeting.
- The developer is responsible for acquiring any necessary permits for storm water and erosion control (SWPPP) and supplying copies to staff prior to a pre-construction conference.
- Installation of all erosion control measures shall be in place prior to any construction activities. Any on-site construction prior to a pre-construction meeting with staff is at the risk of the developer. A pre-construction meeting with developer and all contractors with staff is required.
- All road drainage and detention facilities must be certified as being built in accordance with the project engineering plans and specifications prior to final plat submittal.
- Property Owner's Association documentation should be supplied prior to final plat submission for review and consultation with Attorney for the County Mayor, as necessary.
- Payment of \$40.00 per lot platting fee prior to final plat.

Commissioner McClellan made the motion to approve the preliminary plat as recommended by staff, seconded by Commissioner Kidd. A roll call vote was taken:

Commissioner Brown – Yes	Commissioner McDonald - No
Commissioner Everett – Yes	Commissioner Melton - Yes
Commissioner Farmer – No	Commissioner Proffitt - No
Commissioner Gray – No	Commissioner Stucky - No
Commissioner Kidd – Yes	Commissioner Tipton – Yes
Commissioner McClellan – Yes	

The preliminary plat was approved with 6 yes votes and 5 no votes.

Final Plats: Major Subdivisions: None.

Preliminary and Final Plats – Major Subdivisions: None.

Preliminary and Final Plats – Minor Subdivisions:

Hugh Leonard Greene Estate:

The Hugh Leonard Greene Estate off Disco Loop Road is a proposed 4 lot subdivision served by the existing county road.

The School Department did express concern regarding all three schools being intolerable located within the district of this subdivision.

Planning, Engineering, and Environmental Health Department staff recommended for preliminary and final plat approval subject to the following:

- Final lot line delineation by the Environmental Health Department and any necessary lot restrictions noted on final plat.
- For safety purposes, lot 6 shall have a designated driveway location noted on the final plat. Additionally, a note shall be added to the final plat to contact the Highway Department prior to placing the driveway tiles.
- Signature plats including utilities.
- Payment of the \$80.00 platting fee.

Commissioner Stucky made the motion to approve the preliminary and final plat as recommended by staff, seconded by Commissioner Melton. A roll call vote was taken:

Commissioner Brown – Yes
Commissioner Everett – Yes
Commissioner Farmer – No
Commissioner Gray – Yes
Commissioner Kidd – Yes
Commissioner McClellan – Yes

Commissioner McDonald - Yes
Commissioner Melton - Yes
Commissioner Proffitt - Yes
Commissioner Stucky - Yes
Commissioner Tipton – Yes

The preliminary and final plat was approved with 10 yes votes and 1 no vote.

Re-subdivision of Lots 10 and 11 Ferry Road Estates:

The re-subdivision of Lots 10 and 11 of Ferry Road Estates off Old Niles Ferry Road is a proposed 3 lot subdivision with county road frontage.

The School Department did express concern regarding all three schools being considered intolerable located within the district of this subdivision. This is a minor plat and school infrastructure is not considered in the approval process.

Planning and Engineering Department staff recommended for preliminary and final plat approval subject to signature plats and payment of the \$60.00 platting fee.

Commissioner Stucky made the motion to approve the preliminary and final plat as recommended by staff, seconded by Commissioner McClellan. The plat received unanimous approval.

Miscellaneous Items:

The Planning Commission meeting for November will be Tuesday, November 23 and the meeting for December will be Tuesday, December 21.

Continuation of Long Range Planning:

Possible action on Resolution of the Blount County Planning Commission amending Section 6.1(2) of the Subdivision Regulations regarding adequacy of school infrastructure:

Commissioner McDonald made the motion to approve the recommended amendment to Section 6.1(2) of the Subdivision Regulations. Commissioner Gray seconded the motion.

Commissioner Stucky asked what provisions could be made in the amendment that would provide some leeway for developments that would not affect the school infrastructure.

Commissioner McDonald suggested possibly including in the motion that approval could be made if the development of the property is intended to be only directed toward non-children families, and that the burden is on the developer to establish that as a matter of fact and plan.

Commissioner Gray expressed concern over monitoring these subdivisions once approval is given or if a residence is sold later.

Commissioner McDonald made the statement that the Hunter Interest's preliminary report had indicated that preliminarily that the issue of schools and development by the Planning Commission must be addressed.

Commissioner Tipton called for the question which received unanimous approval.

A roll call vote was taken on the motion made to approve the amendment:

Commissioner Brown – No	Commissioner McDonald - Yes
Commissioner Everett – No	Commissioner Melton - No
Commissioner Farmer – Yes	Commissioner Proffitt - Yes
Commissioner Gray – Yes	Commissioner Stucky - No
Commissioner Kidd – No	Commissioner Tipton – No
Commissioner McClellan – No	

The motion failed with 7 no votes and 4 yes votes.

Discussion of issues relating to development off of private gravel roads and common driveways.

Commissioner Stucky made the motion to table this discussion, seconded by Commissioner Kidd. The motion received unanimous approval.

Discussion of change in state law on non-conforming uses and length of cessation of operation of commercial and industrial businesses.

The state law was changed to grant continuing non-conforming status to 30 months. This is inconsistent with the present regulation which is 24 months.

Commissioner McDonald made the motion to change the current regulation to conform with state statute. Commissioner Proffitt seconded the motion. The motion was approved unanimously and will now be sent to the County Commission for approval.

Review of Technical Memoranda from Hunter Interests and discussion of growth strategy issues.

Commissioner Stucky commented that a lot of good material had been included in the Technical Memoranda. Mr. Lamb reported that Hunter Interests hoped to have the draft report by the end of November.

Discussion of remaining training requirements for the Planning Commission.

Two formal training sessions were held previously by Stephen Wise and The Environmental Health Action Team. Mr. Lamb stated that the sessions with the Hunter Interests Growth Study could also count as part of the training requirements. This was considered appropriate by the Commission.

Preliminary discussions on sign regulations.

This item was deferred.

Staff reports.

Mr. Lamb reported to the Commission an area of concern that he has with plats indicating lots of 5 acres or more. Any plat that requires extension of roads or utilities has to come before the Planning Commission according to state law. Any plat that does not require extension of roads or utilities and has 5 acre or greater lots is exempt from state law. An example was shown of a subdivision plat with flag lots of 5 acres or more with a new access road.

Commissioner McClellan stated that according to the State Attorney General opinion this particular plat would be exempt due to the fact that all lots front on a public road.

No action was taken.

Adjournment.

The Chairman declared the meeting adjourned.

Secretary

**BLOUNT COUNTY PLANNING COMMISSION
REGULAR SESSION
TUESDAY NOVEMBER 23, 2004
5:30 P.M.**

The Blount County Planning Commission met in regular session on Tuesday November 23, 2004, at the Courthouse. Staff was represented by: John Lamb, Director of Planning; Douglas Hancock, Planner; and Gaye Hasty, administrative assistant.

Commissioners Present: Vice-Chairman, Ed Stucky, Rick Brownlie, Joe Everett, Gary Farmer, Steve Gray, Bob Kidd, Bruce McClellan, Carl McDonald, Kenneth Melton, Bill Proffitt, Jim Scully, and Darrell Tipton. Commissioners Absent: None.

The minutes of the October 28, 2004 regular monthly meeting were approved. Prior to the meeting, these were mailed to members for review.

Election of Officers:

Commissioner McClellan made the motion to nominate Commissioner Stucky to the position of Chairman. Commissioner Gray seconded the motion. The motion received unanimous approval.

Commissioner McClellan made the motion to nominate Commissioner Melton to the position of Vice-Chairman. Commissioner Farmer seconded the motion which was approved unanimously.

Commissioner Gray made the motion to elect John Lamb as the Secretary of the Planning Commission, seconded by Commissioner Kidd. The motion received unanimous approval.

Long Range Planning & Zoning:

Action on proposed amendment to Subdivision Regulations concerning deadline for submission of plats:

Commissioner Tipton made the motion to adopt the resolution regarding the deadline for the submission of plats. Commissioner Everett seconded the motion. The motion was approved unanimously.

Possible action to recommend on proposed rezoning from S-Suburbanizing to C-Commercial for land described as Blount County Tax Map 56 parcel 114.01 at 1532 William Blount Drive and parcel 115.00 at 2238 Big Springs Road corner William Blount Drive:

This item was deferred from a previous meeting until proposed zoning regulations for adult entertainment were considered by the County Commission. The regulations were passed by the County Commission on November 18, 2004.

Commissioner Kidd made the motion to approve the rezoning request as recommended by staff, seconded by Commissioner McDonald. The motion was approved unanimously. This rezoning request will now be sent to the County Commission to set public hearing and to the City of Maryville for their recommendation.

Consideration of alternatives for amendment of Subdivision Regulations concerning adequacy of road infrastructure as condition precedent to subdivision:

This item comes as a result of deliberation at the last meeting. At that meeting, the Commission voted in favor of considering regulations that would set a standard of 18 feet of paved road width with two foot shoulders as condition precedent to subdivision of land. Commissioners raised issue of practical impact of such a standard on platting and requested a list of county roads to determine the impact. A road list was provided in the Commission packets. A brief summary of the status of the roads based on total mileage was provided at the meeting. The summary does not include state maintained routes or roads within municipalities. The summary shows that 85% of the collector status roads meet the standard of 18 feet. Most of the county is served by satisfactory roads. Data is not available regarding which roads have shoulders.

Commissioner Farmer asked for a definition or clarification of a shoulder. Mr. Lamb explained that most of the shoulders along the rural roads were compacted gravel. He stated that paved shoulders were usually paved to a lesser standard than the major travel lanes. Level areas of earth could even be used for shoulders if 2 feet were available that did not go into the ditch area. Earth shoulders are considered very marginal because they do not carry the weight of the automobiles very well, nor do they provide protection to the edge of the road. Some of the main components of a road shoulder is to protect the edge of the road and to carry the weight of an automobile if it has to veer off the road.

Commissioner McDonald explained that the Planning Commission had not discussed roads as a standard until the last year. The county has never had a road standard before and subdivisions could be developed on roads with widths of 14' to 16'. The issue was discussed after the road study was done for the Highway Department by Wilbur Smith Associates.

Mr. Lamb explained to the new commissioners that there had not been a written standard regarding the road widths, but rather a consistent application in two levels. When the process began in 1996 the Planning Department set a standard of 16' road width. If a road width of 16' was not available for a

development the Planning Department would work with the Highway Department and the developers to make improvements to that road. This standard was applied consistently to new developments. Mr. Lamb stated that this was not satisfactory and began applying a standard of 18'.

Commissioner Tipton asked to incorporate two points into the discussion. The first point being that if the 18' width with 2' shoulders was approved that the language be adopted to provide for a study to be conducted in conjunction with the Highway Department for consideration of lesser pavement and shoulder width. The second point was the adoption of an official road list that would provide road widths for all roads in Blount County.

Commissioner Tipton made the motion to accept the resolution as recommended by staff in the staff memo pages 8, 9, and 10 along with the two caveats discussed earlier. (Some tolerance to be given to certain situations with an engineers study done in conjunction with the Highway Department and the adoption of the Blount Highway Departments official road list which is approved each January by the Blount County Commission). The motion was seconded by Commissioner Melton. The motion was approved with Commissioner McClellan voting no. A public hearing will now be held.

Updated report of the School Board on school capacities:

This report was distributed in the agenda packet. No discussion was held regarding this matter.

Preliminary discussions on sign regulations:

Commissioner Tipton asked that more time be given to study the current regulations.

Addition to the Agenda:

Commissioner Everett made the motion to add the proposed resolution regarding deletion of the requirement that Board of Zoning Appeals make decision within 60 days of hearing on special exceptions to the agenda, seconded by Commissioner Melton. The motion received unanimous approval.

Mr. Lamb presented the proposed resolution to the Commission for review purposes. This item had been discussed before but there had not been a specific resolution made. There is now a proposed resolution that has been made by the County Commission. Mr. Lamb stressed that he has been opposed to the resolution stating that having a time limit on decisions for special exceptions, variances, or any decision that involves the "police power" is a good idea. There should be a limit to consideration. He further stated that if the Board of Zoning Appeals has a proposal before them for a special exception, and all the

information is there and it meets all the regulations, they should be under some compulsion to make a timely decision. Mr. Lamb stated that it is good zoning administration to have a time limit.

Commissioner Tipton stated that he felt there was some confusion about what the sixty days actually does. He stated that there was a feeling that if a decision is not made in sixty days that it is automatically approved. That is not the case.

Commissioner Tipton made the motion not to recommend the resolution for approval. Commissioner Kidd seconded the motion. The motion not to recommend the resolution received unanimous approval.

A brief recess was held at this time.

HEARINGS

Concept Plans: None.

Preliminary Plats – Major Subdivisions:

Longview Farm Phase 2:

Longview Farm Phase 2 off Morganton Road is a proposed 16 lot subdivision with 15 lots along a proposed new county road and one lot with Morganton Road driveway access.

The proposed subdivision is located within the Mary Blount Elementary School, William Blount Middle School, and William Blount High School zones. The School Department lists Mary Blount Elementary as “Low”, William Blount Middle as “Intolerable”, and William Blount High as “Intolerable”.

Planning, Engineering, and Environmental Health Department staff recommended for preliminary plat approval subject to the following:

- A high intensity soil map must be supplied to the Environmental Health Department staff prior to final plat submittal as some lots may require lot line modifications or combination.
- All erosion control must be in place prior to any on-site construction. Any construction or road activity prior to a pre-construction conference on-site with the developer and all contractors is at the risk of the developer. Supply copy of SWPPP to staff prior to pre-construction meeting with staff.
- A maintenance agreement for all common elements including an easement to be shown on the plat to preserve sight distance along Morganton Road.
- Payment of \$40.00 per lot platting fee prior to final plat.

- A 30' road ROW dedication on Morganton Road.

Commissioner Tipton made the motion to approve the plat as recommended by staff, seconded by Commissioner Kidd.

Commissioner Proffitt expressed concern about the two schools considered "intolerable" located within the district of this subdivision.

A roll call vote was taken:

Commissioner Brownlie - No
Commissioner Everett - Yes
Commissioner Farmer - No
Commissioner Gray - No
Commissioner Kidd - Yes
Commissioner McClellan - Yes

Commissioner McDonald – No
Commissioner Melton – No
Commissioner Proffitt – No
Commissioner Scully – No
Commissioner Stucky – No
Commissioner Tipton – Yes

The motion failed with 8 no votes and 4 yes votes. The plat was not approved due to the "intolerable" situation with two of the three schools that would serve the proposed subdivision.

Final Plats: Major Subdivisions:

John and Virginia Hodge Property:

The John and Virginia Hodge Property off Big Springs Road is a proposed 2 lot subdivision served by a 25' common driveway easement and a remainder greater than 5 acres.

The preliminary plat was approved at the October 2004 regular meeting. The proposal regarding the school infrastructure does not affect minor plats.

Planning, Engineering, and Environmental Health Department staff recommended for final plat approval subject to:

- Completion of the common driveway to Planning Commission standards.
- A maintenance agreement shall be supplied for the common driveway prior to final plat approval.
- Payment of \$40.00 platting fee prior to final plat.

Commissioner Gray made the motion to approve the final plat as recommended by staff, seconded by Commissioner Brownlie. The final plat received unanimous approval.

Preliminary and Final Plats – Major Subdivisions:

Brewers Ridge:

Brewers Ridge off Brewer Road is a proposed 4 lot subdivision along the existing county road.

The School Department did express concern regarding all three schools being considered intolerable located within the district of this subdivision. The schools affected are Lanier Elementary, Carpenters Middle School and William Blount High School. The proposal regarding the school infrastructure does not affect minor plats.

Planning, Engineering, and Environmental Health Department staff recommended for preliminary and final plat approval subject to:

- Final lot line delineation by the Environmental Health Department and any necessary lot restrictions noted on the final plat.
- Signature plats including all utilities.
- Payment of the \$20.00 per lot plat fee.

Commissioner McClellan made the motion to approve the plat as recommended by staff, seconded by Commissioner Gray. The motion received unanimous approval.

Re-plat of Lot 8 Cooper/Kirby Property

The re-plat of Lot 8 Cooper/Kirby Property off Pea Ridge Road is a proposed 3 lot subdivision along the existing county road.

The School Department did express concern regarding the schools being over capacity located within the district of this subdivision. The schools affected are Porter Elementary, Heritage Middle School and Heritage High School. The proposal regarding the school infrastructure does not affect minor plats.

Planning and Environmental Health Department staff recommended for the preliminary and final plat approval subject to:

- Signature plats.
- Payment of the \$60.00 platting fee.
- Updated POA documentation.

Commissioner Tipton made the motion to approve the preliminary and final plat as recommended by staff. Commissioner Scully seconded the motion. The preliminary and final plat was approved with Commissioner McClellan abstaining from the vote.

Lots 44 and 45 of Kinzel Springs Subdivision:

Lot 44 and 45 of Kinzel Springs Subdivision off Kinzel Springs Way is a proposed 2 lot subdivision with a remainder greater than five acres. These lots are to be contained in Phase 1 of Kinzel Springs. The original preliminary plat for Phase 1 showed 3 lots in this location. Due to soil conditions the lots were never platted for final. The new lot design is larger, and will require Health Department approval of the lots for final plat approval since the on-site sewer system that will serve these lots has not been completed as of this time.

The School Department did express concern regarding the schools being over capacity located within the district of this subdivision. The schools affected are Townsend Elementary, Heritage Middle School and Heritage High School. The proposal regarding the school infrastructure does not affect minor plats.

Planning and Engineering Department staff recommended for preliminary and final plat approval subject to signature plats, an addendum to the Property Owner's Association and payment of the \$40.00 platting fee.

Commissioner Tipton made the motion to approve the plat as recommended by staff, seconded by Commissioner Farmer. The plat received unanimous approval.

Lots 3 & 4 Long Branch Creek Subdivision:

Lot 3 and 4 of the Long Branch Creek Subdivision off Long Branch Road is a proposed subdivision containing 2 lots with road frontage and a remainder greater than five acres.

The School Department did not send an evaluation regarding this plat.

Planning and Engineering Department staff recommended for preliminary and final plat approval subject to signature plats and payment of the \$40.00 platting fee.

Commissioner Kidd made the motion to approve the plat as recommended by staff. Commissioner Farmer seconded the plat which was approved unanimously.

Preliminary and Final Plats – Minor Subdivisions:

Miscellaneous Items:

Revised Kinzel Springs Subdivision, Phase 4 Utility Plan:

The preliminary plat for Kinzel Springs Subdivision, Phase 4 was approved by the Planning Commission at the May 2004 regular meeting. The revised plat indicates 16 proposed lots (previously 20 lots) along a 50' paved private road easement.

The School Department has not expressed concern with the proposed Kinzel Springs Phase 4 Subdivision with respect to the existing capacity and enrollment in each of the three schools that would serve this proposed subdivision since the preliminary was previously approved in May of 2004.

Planning, Engineering, and Environmental Health Department staff recommended for revised preliminary plat approval with the onsite sewer system and subject to:

- An addendum to the Property Owner's Association to be supplied prior to final plat for the maintenance of all private roads and common features including drainage facilities and a portion of the onsite sewer system to be operated by a public utility.
- Any and all engineering changes to be supplied in writing prior to changes occurring during construction. Final certifications and/or as-built plans to be supplied prior to final plat. All road improvements to Long Branch Road to be completed prior to final plat for Phase 4.
- Payment of the \$40.00 per lot platting fee prior to final plat.

Commissioner Proffitt made the motion to approve the plat subject to staff recommendations, seconded by Commissioner Tipton. The revised preliminary plat received unanimous approval.

Lot 5R-1 Donnie Amburn Property:

Lot 5R-1 of the Donnie Amburn Property off of Teffeteller Lane is the last lot served by a 25' common driveway easement. The common driveway easement was platted several months ago and lots have been added to the easement one-by-one. Provisions are made in the Subdivision Regulations for property owners to wait thirty days between divisions. The property owners submitted this plat prior to the thirty day waiting period. The owners are requesting that the thirty day waiting period be waived for the submitted plat for lot 5R-1.

Commissioner Everett made the motion to approve the plat as submitted, seconded by Commissioner Tipton. The plat was approved with Commissioner Farmer and Commissioner McDonald voting no.

Wyndsong Subdivision:

Wyndsong Subdivision off of Salem Road is a proposed 141 lot subdivision with new county roads. The preliminary plat for Wyndsong Subdivision was approved by the Planning Commission at the January 2004 regular meeting. The developers are requesting an extension of the preliminary plat for one year from the expiration of the original preliminary plat deadline which would be January 2005. Planning Department staff recommended for the extension of the preliminary plat.

Commissioner Everett made the motion to extend the preliminary plat, seconded by Commissioner Brownlie. The request for extension of the preliminary plat was approved with Commissioner Tipton voting to abstain. The preliminary plat will be extended until January of 2006.

Staff reports.

Adjournment.

The Chairman declared the meeting adjourned.

Secretary



COURTHOUSE ALLOCATION OF SPACE COMMITTEE MEETING
Monday, January 10, 2005 - 6:00 p.m.
Blount County Courthouse - Room 315

MINUTES

Members Present: Chairman Dennis Cardin, John Keeble, Robby Kirkland, and Gary Farmer

Members Absent: Shirley Townsend and Kenneth Melton

Others Present: Charles Staley and Isom Lail

Chairman Dennis Cardin called the meeting to order.

Approval of Minutes

A motion was made by Gary Farmer and seconded by Robby Kirkland to approve the minutes of December 13, 2004. Chairman Cardin declared the motion to have passed.

Flag Poles at Blount County Courthouse

Charles Staley spoke to the Committee regarding purchasing flag poles for the Blount County Courthouse. Mr. Staley stated an estimated cost for 3 flag poles would be around \$7,500.00. Mr. Staley also reported the current flag pole is deteriorating and needs replacing. John Keeble made a motion to send the request to the full Commission for approval. Robby Kirkland seconded the motion. A voice vote was taken and the motion passed.

Request Regarding Property on William Blount Drive

Isom Lail, Director of South Blount Utility District, asked the Committee to consider an intergovernmental agreement concerning the surplus property at William Blount Drive. He stated the South Blount Utility District is interested in moving to the property location. He stated the South Blount Utility District offices are currently located inside the city limits. Mr. Lail made a request for the committee to consider allowing them to purchase the property. Mr. Cardin reported the Purchasing Department was moving forward on setting a date for an auction, but a date had not been set yet. Robby Kirkland made a motion, which was seconded by Gary Farmer, to send it to the full Commission to pull the William Blount Drive property out of surplus until the request from South Blount Utilities could be researched. A voice vote was taken with Chairman Cardin declaring the motion to have passed.

Blount County Community Action Agency Lease Agreement

The Committee discussed the County's lease with Blount County Community Action Agency. No action was taken in this matter.

Blount County Children's Home Property

The Committee discussed the Blount County Children's Home Property. There was no action taken in this matter.

Douglas Cherokee Headstart

The Committee discussed the request for space from the Douglas Cherokee Headstart. The Committee agreed this request could not be considered until the Children's Home request was settled. There was no action taken in this matter.

Vacancy on Courthouse Space Allocation Committee

Dennis Cardin stated this item is on the Intergovernmental Committee Agenda for January. Dennis Cardin stated he would like to recommend Bob Arwood to come back on the committee. There was no action taken in this matter.

Parking Space for Juvenile Court Referee and Handicap Space

Dennis Cardin stated there is a parking space near where the Juvenile Judge parks which is not designated. Dennis Cardin made a motion, which was seconded by Robby Kirkland, to designate this parking space be given to the Juvenile Court Referee and recommended to the full Commission for approval. Mr. Cardin, also asked if the space near the door could be designated for handicap. A voice vote was taken regarding the space designations and the motion passed.

Alswick School Property

A request was made to tear down or renovate the tenant house at Alswick School. John Keeble made a motion to give Alswick Community Club the authority to tear down or renovate the old tenant house located at Alswick School at no expense to the County and to recommend it to the full Commission for approval. The motion was seconded by Gary Farmer. A voice was taken and Chairman Cardin declared the motion to have passed.

Community Clubs

Robby Kirkland stated there needs to be some long range planning concerning the community clubs and their future so that when the properties are abandoned, they would fall back to the county for purchasing, etc. There was no action taken in this matter.

Next Meeting

The next meeting of the Courthouse Allocation of Space Committee will be April 11, 2005, 6:00 p.m.

Adjournment

Gary Farmer made a motion, which was seconded by Robby Kirkland, to adjourn the meeting. Chairman Dennis Cardin declared the meeting adjourned.

BLOUNT MEMORIAL HOSPITAL
Maryville, Tennessee

REPORT TO BLOUNT COUNTY COMMISSION – JANUARY 2005

I. Introduction:

This report to the Blount County Commission is the report for January 2005. I will continue to provide you this report on a quarterly basis so that you may be informed of hospital activities, services and progress. This report addresses many items, which I hope are of interest to you, regarding hospital operations and activities including a Statistical Report, Financial Reports, and a report on other hospital projects and services.

II. Statistical Reports:

The hospital continues to be very busy and to grow in both inpatient and outpatient care in many areas. Included in this report please find the statistical report for November 2004. This report presents the utilization of all hospital services for the first five months of our fiscal year, which began July 1, 2004, as well as the utilization of services for the first four months of this fiscal year.

November 2004 was a good month for the hospital statistically and a fair month for the hospital financially.

For the month of November 2004, we had 916 admissions, versus a budget of 941, which is 2.7% below this year's budget, but 8.3% above admissions for the same month last year.

Patient days were also below budget at 4,030, versus a budget of 4,237, which is 4.9% below budget, but is 4.9% above last year.

Length of stay for November 2004, was 4.5 days for November 2004, which was the same length of stay which was projected and which was the same for November last year.

For the month of November 2004, the following tests and services were above this year's budget and last year's actual: births, total nursery days, home health episodes, hospice days, main laboratory tests, Blount Outpatient Laboratory tests, endocrinology tests, immunology tests, molecular pathology tests, blood bank procedures, inpatient radiology exams, outpatient radiology exams, special

procedures and cardiac catheterizations, radiation oncology treatments, MRI examinations, mammograms, medical supply items, EKG tests, outpatient rehabilitation services, emotional health and recovery outpatient visits, Good Samaritan Clinic visits, and occupational health visits at both Springbrook and Tellico.

Year-to-date, statistically, the hospital is improving . For the first five months of this fiscal year the hospital has had 4,487 admissions, versus a budget of 4,720, which is 4.9% below budget, but which is essentially the same number we had for the same time period last year.

Also, for the first five months of this fiscal year, total patient days are 19,644, which is 7.5% below budget and is 2.3% below the same month last year.

Our length of stay this year has been 4.4 days, versus a budget of 4.5 days for the same five month period last year.

Year-to-date for the first five months of this fiscal year the following tests, treatments and services have exceeded budget projections and last year's actual including: home health episodes, hospice days, main laboratory tests, Blount Outpatient Laboratory tests, endocrinology tests, immunology tests, special procedures and cardiac catheterizations, radiation oncology treatments, MRI examinations, pharmacy supply items, medical supply items, EKG tests, emotional health and recovery outpatient visits and occupational health visits at both Springbrook and Tellico.

I am pleased to report, however, that we continue to grow market share. The percent of Blount County inpatients who utilize Blount Memorial Hospital has grown another percent in the last 12 months. This makes our total grown in market share over the past five approximately 6.5%. Therefore, not only is our overall volume growing, but also the percentage of patients from Blount County utilize our hospital.

III. Financial Report:

Financially, November 2004, was a fair month for the hospital. Gross patient revenue was \$29,562,000 versus a budget of \$28,265,000, which is 4.6% above budget. Unfortunately, however, total adjustments or deductions from revenue, were 7% above budget at \$19,166,000, versus a budget of \$17,905,000. Therefore, total operating revenues were .2% above budget at \$11,291,000, versus a budget of \$11,273,000.

Fortunately, expenses were .7% above budget at \$11,254,000, versus a budget of \$11,171,000. Our primary area of concern is inpatient supplies and an increase in contract salaries.

Total operating revenue for the month of November 2004, was \$37,000, versus a budget of \$102,000. Although we did not make budget in operating income this

month, we have performed far better than for the same month last year when our operating loss was \$632,000.

Total excess revenues over expenses for November 2004, was \$437,000, versus a budget of \$623,000.

Year-to-date, the hospital is operating close to budget in revenue and expenses, but is somewhat over budget in total adjustments and deductions from revenue.

Gross patient revenue for the first five months of this fiscal year is 1.7% above budget at \$147,622,000, versus a budget of \$145,110,000.

Total adjustments are \$2,876,000 above budget, which presents a 3% budget overage at \$94,799,000, versus a budget of \$91,923,000, with total operating revenues being .8% below budget at \$57,279,000, versus a budget of \$57,754,000.

Expenses are close to budget at \$56,565,000, versus a budget of \$56,476,000, which is \$89,000, or .2% above budget.

Our total operating revenue for the first five months of this fiscal year has been \$715,000, and our total excess of revenues over expenses has been \$3,118,000, versus a budget of \$3,882,000.

Overall, the hospital is performing well financially as compared to other hospitals in the state and overall financial health and ability to address both our short-term and long-term financial needs is strong.

IV. Other Hospital Matters:

- A. Construction Report: Our \$22 million construction project continues to progress well. The Cancer Center will be completed by May, 2005. Through Fast Track construction we already have in operation our new Radiation Oncology equipment as well as our new combination PET/CT Scanner. This new technology has already been of benefit to many of our Blount County patients. The renovation and expansion of the emergency is somewhat of a mess, but it is progressing well. The new construction is complete and we are now working on the renovation of certain areas in the older parts of the Emergency Room. This project will be completed by this summer. The new Outpatient Entrance and office space will also be completed this coming spring. Despite the fact that this construction project has occurred in and about our Emergency Room, Radiology Department, Radiation Oncology Outpatient areas, and Medical Office Space, while we were utilizing these spaces the project has gone very smoothly and is on schedule and within budget.
- B. Open Heart Surgery: The hospital board has voted to withdraw our application for a Certificate of Need to initiate Open Heart Services. We did this because we did not believe we could be successful in obtaining our Certificate of Need for this program due to the fact that three Knoxville

hospitals have changed their mind and have decided to oppose our application, as well as the two cardiac surgery groups in Knoxville. The primary reason for this is because of the decline in the number of open heart procedures being done in all of the Knoxville hospitals due to new cardiac catheterization technology including the new drug alluding stents. In fact, over the past three years open heart volumes in the Knoxville hospitals have declined by 15%, with the highest being U.T. Hospital, which has declined 21%.

Therefore, with this amount of local opposition and due to the fact that the volumes might not currently be sufficient to support a new program, we have withdrawn our application and will reconsider this new service at a later date.

TennCare: Any possible changes for improvements to the TennCare Program are still in limbo and still a puzzle. Governor Bredesen continues to work with the federal Medicare and Medicaid Office as well as representatives of TennCare patients, and has still not made any final announcements on any possible changes. He finds himself required to make changes with the approval of Gordon Bonnyman, the attorney representing advocating for TennCare recipients. Frankly, I see no reasonable way to fix TennCare for all concerned including the state patients and providers. It is a 10 year problem and quite a mess, which continues to worsen for everyone except possibly Blue Cross and pharmaceutical companies who find our state TennCare Program to be quite profitable.

- V. Conclusion: Thank you very much for receiving this report and for your support of Blount Memorial Hospital. Should you have questions or be in need of additional information regarding any material contained in this report or any other item regarding Hospital operations and activities, do not hesitate to ask. Please call me at any time if you should ever have questions regarding Blount Memorial Hospital. My office phone number is 977-5533.

Sincerely,

Joseph M. Dawson
Administrator

at

Attachment

**BLOUNT MEMORIAL HOSPITAL
November 2004**

	MONTH			YEAR-TO-DATE				
	Actual 11/30/04	Budget 11/30/04	% Variance	Actual 11/30/03	Actual 11/30/04	Budget 11/30/04	% Variance	Actual 11/30/03
Admissions	916	941	-2.7%	846	4,487	4,720	-4.9%	4,491
Discharges:								
Private Insurance	234			261	1,201			1,344
Medicare	516			450	2,506			2,395
Self-Pay	15			15	82			88
TennCare	133			133	680			687
Total	898	941	-4.6%	859	4,469	4,720	-5.3%	4,514
Patient Days	4,030	4,237	-4.9%	3,843	19,644	21,245	-7.5%	20,110
Transitional Care Days	1,777	1,636	8.6%	1,530	8,641	8,202	5.4%	8,090
Observ of Patient Stats	322	238	35.3%	327	1,682	1,193	41.0%	1,545
Total Days & Observations	6,129	6,111	0.3%	5,700	29,967	30,640	-2.2%	29,745
Average Patients Per Day	204	204	0.0%	190	196	200	-2.0%	194
Avg Acute Length/Stay	4.50	4.50	0.0%	4.50	4.40	4.50	-2.2%	4.50
Births	80	72	11.1%	72	343	361	-5.0%	361
Total Nursery Days	139	114	21.9%	135	610	572	6.6%	612
Emergency Room Visits	3,779	4,655	-18.8%	4,393	20,276	22,551	-10.1%	21,281
Home Health Episodes	143	121	18.2%	122	695	636	9.3%	641
Hospice Days	765	654	17.0%	700	4,095	3,475	17.8%	3,720
Main Lab	40,507	39,378	2.9%	37,531	206,415	203,058	1.7%	201,278
Blount Outpatient Lab	4,545	2,814	61.5%	2,995	20,940	15,093	38.7%	16,063
Endocrinology	2,981	2,328	28.0%	2,420	15,014	12,708	18.1%	13,209
Immunology	1,826	1,644	11.1%	1,681	9,599	8,999	6.7%	9,202
Molecular Pathology	99	98	1.0%	90	424	491	-13.6%	481
Blood Bank	2,048	1,990	2.9%	1,949	10,535	11,739	-10.3%	11,497
Radiology Exams I/P	2,778	2,754	0.9%	2,522	13,437	13,808	-2.7%	13,669
Radiology Exams O/P	7,070	6,586	7.3%	6,950	35,972	36,097	-0.3%	38,092
	9,848	9,340	5.4%	9,472	49,409	49,905	-1.0%	51,761
Special Proc/Cath Lab	180	147	22.4%	155	905	734	23.3%	780
Radiation Oncology	1,529	922	65.8%	801	7,070	4,623	52.9%	4,071
GI Lab	243	324	-25.0%	283	1,342	1,625	-17.4%	1,775
MRI	565	504	12.1%	485	2,761	2,526	9.3%	2,634
Mammograms	1,031	1,018	1.3%	928	5,136	5,103	0.6%	5,164

**BLOUNT MEMORIAL HOSPITAL
November 2004**

	MONTH			YEAR-TO-DATE				
	Actual 11/30/04	Budget 11/30/04	% Variance	Actual 11/30/03	Actual 11/30/04	Budget 11/30/04	% Variance	Actual 11/30/03
Pharmacy Line Items	104,577	101,060	3.5%	106,275	512,455	506,664	1.1%	508,266
CSR Line Items	25,049	24,450	2.4%	20,426	128,339	122,580	4.7%	102,459
RT Treatments	23,447	24,776	-5.4%	20,942	111,498	124,215	-10.2%	115,465
EKG Tests	2,227	2,111	5.5%	2,176	11,081	10,583	4.7%	10,781
Vascular Lab	305	307	-0.7%	286	1,584	1,539	2.9%	1,607
Cardio/Pulm Rehab	3,255	3,260	-0.2%	2,787	16,281	16,344	-0.4%	16,291
Rehab Services I/P	5,212	5,365	-2.9%	4,990	25,355	26,897	-5.7%	25,510
Rehab Services O/P	9,991	8,912	12.1%	9,139	49,840	49,897	-0.1%	51,166
Total	<u>15,203</u>	<u>14,277</u>	6.5%	<u>14,129</u>	<u>75,195</u>	<u>76,794</u>	-2.1%	<u>76,676</u>
Surgical Cases I/P	200	235	-14.9%	218	1,020	1,180	-13.6%	1,131
Surgical Cases O/P	234	285	-17.9%	255	1,235	1,547	-20.2%	1,383
	<u>434</u>	<u>520</u>	-16.5%	<u>473</u>	<u>2,255</u>	<u>2,727</u>	-17.3%	<u>2,514</u>
EHRC Outpatient Visits	604	372	62.4%	343	2,136	1,868	14.3%	1,721
Good Samaritan Clinic	1,161	1,132	2.6%	1,212	5,857	6,539	-10.4%	7,000
Adults	785			609	3,761			4,058
Pediatrics	376			471	2,096			2,048
Dental	0			132	0			894
Occupational Health:								
Springbrook	845	621	36.1%	649	3,839	3,487	10.1%	3,642
Tellico	276	193	43.0%	207	1,371	1,024	33.9%	1,097
MorningView Village								
Independent					30			31
Assisted Living					42			42
Dementia/Alzheimers					15			11
					<u>87</u>	88	-1.1%	<u>84</u>
Springbrook Memberships					3,099	3,300	-6.1%	3,237
O.R. Utilization								
ENT	53			63	265			327
General Surgery	159			156	783			913
GYN	82			88	385			413
Orthopedic	74			79	366			376
Urology	41			49	290			266
Vascular	15			34	114			171
Other	10			4	52			48
	<u>434</u>			<u>473</u>	<u>2,255</u>			<u>2,514</u>

**BLOUNT MEMORIAL HOSPITAL
STATEMENT OF REVENUES AND EXPENSES
November 2004**

(In Thousands)

	MONTH				YEAR TO DATE			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Gross Revenues:								
Inpatient	\$16,792	\$16,673	\$119	0.7%	\$82,767	\$83,678	-\$911	-1.1%
Outpatient	12,770	11,592	1,178	10.2%	64,855	61,432	3,423	5.6%
Gross Patient Revenues	29,562	28,265	1,297	4.6%	147,622	145,110	2,512	1.7%
Total Adjustments	19,166	17,905	1,261	7.0%	94,799	91,923	2,876	3.1%
Net Patient Revenues	10,396	10,360	36	0.3%	52,823	53,187	-364	-0.7%
Other Revenues	895	913	-18	-2.0%	4,456	4,567	-111	-2.4%
Total Operating Revenues	11,291	11,273	18	0.2%	57,279	57,754	-475	-0.8%
Expenses:								
Salaries and Wages	4,943	5,042	-99	-2.0%	25,314	25,745	-431	-1.7%
Employee Benefits	1,293	1,350	-57	-4.2%	6,586	6,791	-205	-3.0%
Contract Salaries	177	108	69	63.9%	885	540	345	63.9%
Professional Fees	172	208	-36	-17.3%	1,061	1,069	-8	-0.7%
Patient Supplies	1,725	1,600	125	7.8%	8,684	8,004	680	8.5%
Purchased Maintenance	290	302	-12	-4.0%	1,233	1,511	-278	-18.4%
Outside Services	203	203	0	0.0%	1,034	1,018	16	1.6%
Equipment Rental	122	119	3	2.5%	644	598	46	7.7%
Utilities	217	220	-3	-1.4%	1,044	1,099	-55	-5.0%
Marketing	62	49	13	26.5%	215	245	-30	-12.2%
Depreciation	940	915	25	2.7%	4,600	4,574	26	0.6%
Interest	493	405	88	21.7%	1,985	2,024	-39	-1.9%
Other Expenses	617	650	-33	-5.1%	3,280	3,258	22	0.7%
Total Expenses	11,254	11,171	83	0.7%	56,565	56,476	89	0.2%
Operating Income	37	102	-65	-63.7%	714	1,278	-564	-44.1%
Non-Operating Income:								
Investment Income	400	404	-4	-1.0%	2,059	2,021	38	1.9%
Contributions & Other	0	117	-117	-100.0%	345	583	-238	-40.8%
Excess of Revenues over Expenses	\$437	\$623	-\$186	-29.9%	\$3,118	\$3,882	-\$764	-19.7%
Return on operations	0.33%	0.90%			1.25%	2.21%		
Sal, benefits, contract sal % net rev	61.69%	62.74%			62.07%	62.19%		
Sal, benefits, contract sal % op. rev	56.80%	57.66%			57.24%	57.27%		

**BLOUNT MEMORIAL HOSPITAL
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES**

(In Thousands)

	MONTH				YEAR TO DATE			
	Nov 04	Nov 03	Variance	%	Nov 04	Nov 03	Variance	%
Gross Revenues:								
Inpatient	\$16,792	\$14,548	\$2,244	15.4%	\$82,767	\$78,688	\$4,079	5.2%
Outpatient	12,770	11,337	1,433	12.6%	64,855	59,609	5,246	8.8%
Gross Patient Revenues	<u>29,562</u>	<u>25,885</u>	<u>3,677</u>	<u>14.2%</u>	<u>147,622</u>	<u>138,297</u>	<u>9,325</u>	<u>6.7%</u>
Total Adjustments	<u>19,166</u>	<u>16,259</u>	<u>2,907</u>	<u>17.9%</u>	<u>94,799</u>	<u>86,390</u>	<u>8,409</u>	<u>9.7%</u>
Net Patient Revenues	10,396	9,626	770	8.0%	52,823	51,907	916	1.8%
Other Revenues	<u>895</u>	<u>814</u>	<u>81</u>	<u>10.0%</u>	<u>4,456</u>	<u>4,147</u>	<u>309</u>	<u>7.5%</u>
Total Operating Revenues	11,291	10,440	851	8.2%	57,279	56,054	1,225	2.2%
Expenses:								
Salaries and Wages	4,943	5,003	-60	-1.2%	25,314	25,086	228	0.9%
Employee Benefits	1,293	1,287	6	0.5%	6,586	6,351	235	3.7%
Contract Salaries	177	256	-79	-30.9%	885	1,533	-648	-42.3%
Professional Fees	172	267	-95	-35.6%	1,061	1,226	-165	-13.5%
Patient Supplies	1,725	1,646	79	4.8%	8,684	7,935	749	9.4%
Purchased Maintenance	290	194	96	49.5%	1,233	1,238	-5	-0.4%
Outside Services	203	227	-24	-10.6%	1,034	982	52	5.3%
Equipment Rental	122	103	19	18.4%	644	514	130	25.3%
Utilities	217	191	26	13.6%	1,044	1,021	23	2.3%
Marketing	62	109	-47	-43.1%	215	355	-140	-39.4%
Depreciation	940	875	65	7.4%	4,600	4,366	234	5.4%
Interest	493	343	150	43.7%	1,985	1,397	588	42.1%
Other Expenses	617	571	46	8.1%	3,280	3,576	-296	-8.3%
Total Expenses	<u>11,254</u>	<u>11,072</u>	<u>182</u>	<u>1.6%</u>	<u>56,565</u>	<u>55,580</u>	<u>985</u>	<u>1.8%</u>
Operating Income	37	-632	669	-105.9%	714	474	240	50.6%
Non-Operating Income:								
Investment Income	400	586	-186	-31.7%	2,059	2,187	-128	-5.9%
Contributions & Other	<u>0</u>	<u>1</u>	<u>-1</u>	<u>-100.0%</u>	<u>345</u>	<u>177</u>	<u>168</u>	<u>94.9%</u>
Excess of Revenues over Expenses	<u>\$437</u>	<u>-\$45</u>	<u>\$482</u>	<u>-1071.1%</u>	<u>\$3,118</u>	<u>\$2,838</u>	<u>\$280</u>	<u>9.9%</u>
Return on operations	0.33%	-6.05%			1.25%	0.85%		
Sal, benefits, contract sal % net rev	61.69%	68.00%			62.07%	63.52%		
Sal, benefits, contract sal % op. rev	56.80%	62.70%			57.24%	58.82%		

**BLOUNT MEMORIAL HOSPITAL
BALANCE SHEET**

	<u>Nov 04</u>	<u>Oct 04</u>	<u>Jun 04</u>
ASSETS			
CURRENT ASSETS			
Cash	\$3,202,602	\$3,830,264	\$3,195,177
Accounts Receivable	27,655,758	28,022,286	29,488,782
Less Allowances for Doubtful Accounts	15,208,528	15,391,060	16,032,326
	<u>12,447,230</u>	<u>12,631,226</u>	<u>13,456,456</u>
Inventories	1,815,871	1,817,442	1,787,093
Prepaid Expenses	1,212,422	810,515	775,453
	<u>18,678,125</u>	<u>19,089,447</u>	<u>19,214,179</u>
TOTAL CURRENT ASSETS	18,678,125	19,089,447	19,214,179
PROPERTY AND EQUIPMENT			
Property, Plant and Equipment	188,816,317	188,015,565	186,804,500
Less Allowances for Depreciation	105,472,887	104,542,264	100,919,777
	<u>83,343,430</u>	<u>83,473,301</u>	<u>85,884,723</u>
Assets Under Construction	13,850,178	12,205,771	7,816,063
	<u>97,193,608</u>	<u>95,679,072</u>	<u>93,700,786</u>
TOTAL PROPERTY AND EQUIPMENT	97,193,608	95,679,072	93,700,786
DEFERRED DEBT EXPENSE	1,862,124	1,871,382	1,908,414
ASSETS LIMITED AS TO USE			
By Board for capital improvements	100,059,405	94,746,403	93,120,555
Construction Fund	35,344,134	41,224,039	43,134,345
Accrued Interest Receivable	200,710	202,573	410,674
Other investments--held by trustee	1,842,131	1,832,131	1,792,131
Foundation investments	1,008,866	1,008,866	1,008,866
	<u>138,455,246</u>	<u>139,014,012</u>	<u>139,466,571</u>
TOTAL ASSETS LIMITED AS TO USE	138,455,246	139,014,012	139,466,571
DEBT SERVICE RESERVE FUND	2,825,621	2,821,417	2,876,608
PRINCIPAL AND INTEREST FUND	1,178,447	923,103	2,090,151
	<u>\$260,193,171</u>	<u>\$259,398,433</u>	<u>\$259,256,709</u>

**BLOUNT MEMORIAL HOSPITAL
BALANCE SHEET**

	Nov 04	Oct 04	Jun 04
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES			
Trade Accounts Payable	\$2,828,056	\$1,878,071	\$3,606,742
Accrued Expenses	7,368,750	7,043,751	6,712,938
Interest Payable	443,770	1,367,016	881,929
Current Portion of Long-Term Debt	2,750,000	2,750,000	1,650,000
TOTAL CURRENT LIABILITIES	13,390,576	13,038,838	12,851,609
 LONG-TERM DEBT	 120,506,041	 120,500,119	 123,226,431
 FUND BALANCE	 126,296,554	 125,859,476	 123,178,669
	 \$260,193,171	 \$259,398,433	 \$259,256,709

January 7, 2005

Agenda, Public Services Committee Meeting (Highways), Jan. 11, 2005

Reports:

Old Business:

None

New Business:

1.) Request/report regarding proposed closure of a portion of Airbase Road, TANG/McGhee-Tyson Base.

2.) Report and action adding subdivision streets built and approved during year 2004 to County's "Official Roads List."

3.) Petition requesting Luther Mack Road off Morganton Road be added to the "Official Roads List" via procedures of "Private Act of 1988."

Other Discussions:

Set time and date for next meeting:

CRAWFORD, CRAWFORD & NEWTON

Attorneys at Law
P. O. Box 4338
Maryville, TN 37802

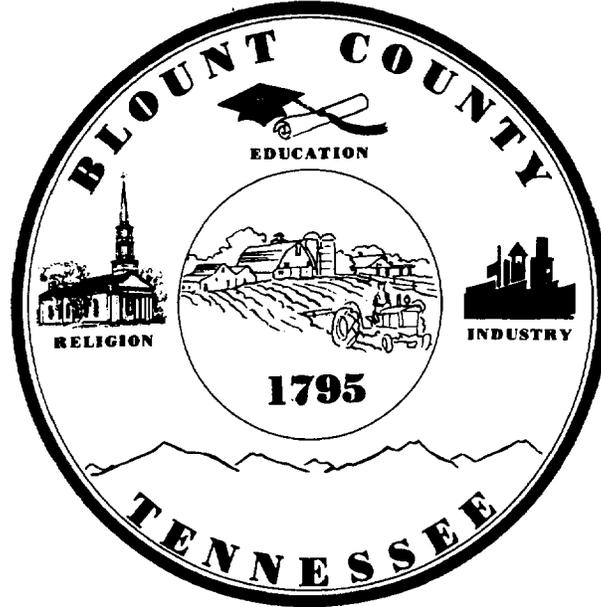
January 10, 2005

Blount County Government
c/o Beverley D. Woodruff
Blount County Mayor
341 Court Street
Maryville TN 37804-5906

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: Alcoa v. LGPAC				
	\$12.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$12.50
		\$0.00	\$0.00	\$0.00
				\$12.50
REFERENCE: Blount County Mayor				
	\$3,362.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$3,362.50
		\$0.00	\$0.00	\$0.00
				\$3,362.50
REFERENCE: Building Commissioner				
	\$50.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$50.00
		\$0.00	\$0.00	\$0.00
				\$50.00
REFERENCE: County Commission				
	\$950.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$950.00
		\$0.00	\$0.00	\$0.00
				\$950.00
REFERENCE: Day v. Commission				
	\$25.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$25.00
		\$0.00	\$0.00	\$0.00
				\$25.00

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: French v. Blount #1				
	\$62.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$62.50
		\$0.00	\$0.00	\$0.00
				\$62.50
REFERENCE: French v. Blount #2				
	\$25.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$25.00
		\$0.00	\$0.00	\$0.00
				\$25.00
REFERENCE: Human Resources				
	\$287.50	\$0.00	\$0.00	\$0.00
	\$7.90	\$0.00	\$0.00	\$295.40
		\$0.00	\$0.00	\$0.00
				\$295.40
REFERENCE: Manufacturers v. Blount				
	\$62.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$62.50
		\$0.00	\$0.00	\$0.00
				\$62.50
REFERENCE: Matthews v. Blount				
	\$100.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$100.00
		\$0.00	\$0.00	\$0.00
				\$100.00
REFERENCE: Public Building Authority				
	\$337.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$337.50
		\$0.00	\$0.00	\$0.00
				\$337.50
REFERENCE: Planning Department				
	\$337.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$337.50
		\$0.00	\$0.00	\$0.00
				\$337.50

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: Property Assessor				
	\$12.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$12.50
		\$0.00	\$0.00	\$0.00
				\$12.50
REFERENCE: Purchasing Department				
	\$937.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$937.50
		\$0.00	\$0.00	\$0.00
				\$937.50
REFERENCE: Sheriff's Department				
	\$612.50	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$612.50
		\$0.00	\$0.00	\$0.00
				\$612.50
REFERENCE: United Air v. Blount				
	\$125.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$125.00
		\$0.00	\$0.00	\$0.00
				\$125.00
GRAND TOTAL	\$7,300.00	\$0.00	\$0.00	\$0.00
	\$7.90	\$0.00	\$0.00	\$7,307.90
		\$0.00	\$0.00	\$0.00
				\$7,307.90



Blount County Trustee
Scott Graves

Trustee's Monthly Report
December 2004

Contents

Section I	Property Tax Collections Report
Section II	Trustee's Cash and Investments
Section III	Trustee's Interest Earned Report
Section IV	Trustee's Commission Report

DATE 1/06/05

SCOTT GRAVES, TRUSTEE

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TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF DECEMBER, 2004

PROPERTY TAXES, (2004 YEAR), REAL & PERSONAL PROPERTY.....	+\$	1,822,210.13
PROPERTY TAXES, (2003 YEAR), REAL & PERSONAL PROPERTY.....	+\$	59,341.88
PROPERTY TAXES, (2002 YEAR), REAL & PERSONAL PROPERTY.....	+\$	7.80
PROPERTY TAXES, (2001 YEAR), REAL & PERSONAL PROPERTY.....	+\$	2,969.76
PROPERTY TAXES, (2000 YEAR), REAL & PERSONAL PROPERTY.....	+\$	58.00
2003-RTAX 2003-PUTAX 2002-RTAX 2002-PUTAX 2002-RBTAX		
8,845.98 22.00 2.20 58.00 27.00		
2001-RBTAX 2000-RTAX 2000-RBTAX		
27.00 27.00 19.00		
- - -		
- - -		
- - -		
INTEREST AND PENALTIES.....	+\$	9,028.18
2004-YEAR 2003-YEAR 2002-YEAR		
128.00 145.00 174.00		
- -		
PICK-UP TAXES.....	+\$	447.00
2004-YEAR 2003-YEAR 2002-YEAR 2001-YEAR 2000-YEAR		
7,984.00 7,077.00 7,255.00 178.00 128.00		
ROLLBACKS.....	+\$	22,622.00
2004-YEAR		
288.00		
- -		
- -		
- -		
REFUNDS.....	-\$	288.00
2004-YEAR 2003-YEAR 2002-YEAR		
1,675.00 61.00 61.00		
-		
-		
DISCOUNTS.....	-\$	1,797.00
-		
-		
-		
-		
PUBLIC UTILITY TAXES.....	+\$	0.00
TOTAL COLLECTION FOR THE MONTH OF		
DECEMBER	+\$	1,914,599.75

DATE 1/06/05

SCOTT GRAVES, TRUSTEE

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TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC.....

TAX COLLECTIONS FOR MONTH OF DECEMBER, 2004

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2004\$ 46,308,037.00

MTD

LESS DISCOUNTS.....-\$	1,675.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	288.00 ALL.....-\$		708.00
LESS RELEASES.....-\$	1,583.00 ALL.....-\$		69,315.00
PLUS ROLLBACKS.....+\$	5,132.00 ALL.....+\$		34,103.00
PLUS PICK-UPS.....+\$	452.00 ALL.....+\$		36,958.00

NET AMOUNT TO COLLECT, 2004 TAXES.....\$ 46,309,075.00

COLLECTED (YEAR TO DATE) THROUGH DECEMBER 33, 2004

LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	708.00		

REGULAR TAXES.....+\$	31,814,642.76		
PICK-UPS.....+\$	9,285.00	DISCOUNTS.....-\$	585,821.37
ROLLBACKS.....+\$	27,745.00	TOTAL.....-\$	31,850,964.76

BALANCE TO COLLECT\$ 13,872,288.87

PERCENT COLLECTED TO DATE.... 70.04

DATE 1/06/05

SCOTT GRAVES, TRUSTEE

PAGE 3

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF DECEMBER, 2004

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2003\$ 39,538,566.00

MTD

LESS DISCOUNTS.....-\$	61.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	0.00 ALL.....	-\$	17,306.00
LESS RELEASES.....-\$	1,075.00 ALL.....	-\$	247,748.00
PLUS ROLLBACKS.....+\$	4,540.00 ALL.....	+\$	60,413.00
PLUS PICK-UPS.....+\$	0.00 ALL.....	+\$	423,235.00

NET AMOUNT TO COLLECT, 2003 TAXES.....\$ 39,757,160.00

COLLECTED (YEAR TO DATE) THROUGH DECEMBER 33, 2004

LESS STATE APPEALS AND		
LESS REFUNDS.....-\$	17,306.00	

REGULAR TAXES.....+\$	38,011,733.42		
PICK-UPS.....+\$	194,790.00	DISCOUNTS.....-\$	484,423.87
ROLLBACKS.....+\$	48,487.00	TOTAL.....-\$	38,237,704.42
		BALANCE TO COLLECT	\$ 1,035,031.71

PERCENT COLLECTED TO DATE.... 97.39

DATE 1/06/05

SCOTT GRAVES, TRUSTEE

PAGE 4

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF DECEMBER, 2004

PUBLIC UTILITIES 2004 YEAR

AMOUNT ON ROLL AS OF 12-33-04.....	\$	
AMOUNT COLLECTED..MTD	0.00	-\$
RELEASES.....		-\$

BALANCE TO COLLECT.....	\$	
PERCENT COLLECTED.....		

PUBLIC UTILITIES 2003 YEAR

AMOUNT ON ROLL AS OF 12-33-04.....	\$	1,653,749.00
AMOUNT COLLECTED..MTD	0.00	-\$ 1,632,498.65
RELEASES.....		-\$ 0.00

BALANCE TO COLLECT.....	\$	21,250.35
PERCENT COLLECTED.....	98.71	

PUBLIC UTILITIES 2002 YEAR

AMOUNT ON ROLL AS OF 12-33-04.....	\$	1,676,631.00
AMOUNT COLLECTED..MTD	0.00	-\$ 1,647,453.80
RELEASES.....		-\$ 6,671.00

BALANCE TO COLLECT.....	\$	22,506.20
PERCENT COLLECTED.....	98.25	

Blount County Trustee
Scott Graves

Interest Earned Report
DECEMBER 2004

Date	Financial Institution	Account	Interest
12/06/04	American Fidelity	Regular Account	\$51,950.13
12/06/04	American Fidelity	Clearing Account	\$1,862.51
12/13/04	American Fidelity	Money Market	\$58.52
12/06/04	American Fidelity	Medical/Dental	\$823.79
12/06/04	American Fidelity	Payroll Account	\$1,494.76
12/08/04	Amsouth	Money Market	\$7.31
12/13/04	BB&T	CD	\$4,273.97
12/13/04	BB&T	Money Market	\$80.73
12/08/04	BankEast	Money Market	\$16.86
12/08/04	CBBC	Money Market	\$14.69
12/09/04	First National	Money Market	\$0.75
12/09/04	First National	CD	\$955.48
12/09/04	First National	CD	\$959.73
12/09/04	First Tennessee	Money Market	\$61.01
12/08/04	Home Bank	Money Market	\$3,279.73
12/22/04	Home Federal	Money Market	\$2.57
12/08/04	LGIP (State)	Investment Pool	\$175.99
12/31/04	NBC	Money Market	\$0.40
12/08/04	Suntrust	Money Market	\$31.31
12/08/04	Suntrust (quarterly interest)	Regular Account	\$9,970.97
12/17/04	Union Planters	Money Market	\$3.67
12/09/04	United Community	Money Market	\$31.21
12/09/04	United Community (W.C.)	CD	\$714.13
12/09/04	United Community (Children's Home)	CD	\$990.40

TOTAL INTEREST EARNED THIS MONTH \$77,760.62
FISCAL YEAR TO DATE INTEREST EARNED \$256,712.94

PROGRAM ID: TRT527
 RUN DATE: 01/07/05
 RUN TIME: 15:44:30

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR DECEMBER 2004

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
ABSOLUTE TITLE/2204 MARK	41520	Building Permits	100.00	1.00
AM FIDELITY	44110	Interest Earned	4,181.06	41.82
AM FIDELITY	44110	Interest Earned	58.52	.59
AM FIDELITY	44110	Interest Earned	51,950.13	519.50
AMSOUTH	44110	Interest Earned	7.31	.07
B B & T	44110	Interest Earned	4,354.70	43.55
BANK EAST	44110	Interest Earned	16.86	.17
BLDG COMMISSIONER	41520	Building Permits	20,797.00	207.98
BLOUNT CO. PROPERTY TAX (COMBINED)	40110	Current Property Tax	18,000.00	38,297.58
BLT CO ED FOUNDATION	43581	Community Service Fees - Children	18,000.00	180.00
CBBC	44110	Interest Earned	14.69	.15
CIRCUIT COURT	42810	Fines	20.00	.20
CIRCUIT COURT CLERK	40250	Litigation Tax - General	1,410.16	14.10
	40260	Litigation Tax - Special Purpose	101.57	1.02
	42140	Drug Control Fines	153.19	1.53
	42160	District Attorney General Fees	183.35	1.83
	42180	DUI EXCESS	72.20	.72
	42210	Fines	155.80	1.56
	42220	Officers Costs	2,610.65	26.11
	42320	Officers Costs	410.76	4.11
	42360	District Attorney General Fees	57.07	.57
	42810	Fines	4,767.20	47.67
	43990	Other Charges for Services	292.65	2.93
CITY OF MARYVILLE/RENT CLERK & MASTER	44120	Lease/Rentals	2,000.00	20.00
	40130	Clerk & Master Collections - Prior Year	10,302.35	103.03
	40250	Litigation Tax - General	1,960.15	19.61
	40260	Litigation Tax - Special Purpose	218.30	2.18
	42120	Officers Costs	467.40	4.67
	42320	Officers Costs	1,536.64	15.37
	42520	Officers Costs	355.81	3.56
COCA COLA COUNTY CLERK	43380	Vending Machine Collections	41.81	.42
	40220	Hotel/Motel Tax	171,615.97	1,716.16
	40250	Litigation Tax - General	1,225.50	12.26
	40260	Litigation Tax - Special Purpose	76.00	.76
	40270	Business Tax	45,670.42	456.71
	40330	Wholesale Beer Tax	13,971.08	139.71
	41110	Marriage Licenses	323.00	3.23
EAST TN COMM SERV AGENCY	46110	Juvenile Services Program	2,520.00	25.20
ENVIRONMENTAL HEALTH	43190	Other General Service Charges	24,352.00	243.52
EXT DAYCARE	43581	Community Service Fees - Children	118,879.39	1,188.79
FIRST NATIONAL	44110	Interest Earned	1,915.96	19.16
FIRST TN	44110	Interest Earned	61.01	.61
GEN SESSIONS	40250	Litigation Tax - General	21,010.44	210.10
	40260	Litigation Tax - Special Purpose	742.90	7.42
	42310	Fines	12,113.16	121.13
	42320	Officers Costs	25,710.93	257.11
	42330	Game and Fish Fines	236.25	2.36
	42340	Drug Control Fines	4,276.42	42.76
	42350	Jail Fees	3,908.82	39.09
	42360	District Attorney General Fees	5,263.65	52.64

PROGRAM ID: TRT527
 RUN DATE: 01/07/05
 RUN TIME: 15:44:30

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR DECEMBER 2004

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
	42380	DUI EXCESS		
	42810	Fines	2,227.75	22.28
GEN SESSONS	43190	Other General Service Charges	2,489.00	24.89
	40250	Litigation Tax - General	152.95	1.53
	40260	Litigation Tax - Special Purpose	8,045.40	80.46
	42310	Fines	231.80	2.32
	42320	Officers Costs	1,243.07	12.43
	42350	Jail Fees	6,390.57	63.91
HOME FEDERAL	42360	District Attorney General Fees	171.00	1.71
LIBRARY	44110	Interest Earned	2,214.40	22.14
	43350	Copy Fees	2.57	.03
	43360	Library Fees	418.30	4.18
PLANNING	43990	Other Charges for Services	6,323.69	63.24
PLANNING DEPT	43990	Other Charges for Services	100.00	1.00
PROPERTY ASSESSOR	43350	Copy Fees	200.00	2.00
REG OF DEEDS	43392	Data Processing Fee - Register	144.50	1.45
ROCKY BRANCH CLUB	44120	Lease/Rentals	4,988.00	49.88
SHERIFF'S DEPT	42910	Proceeds from Confiscated Property	1.00	.01
	43190	Other General Service Charges	250.00	2.50
STATE OF TN	43350	Copy Fees	609.00	6.09
	40210	Local Option Sales Tax	132.32	1.32
	40290	Telecommunications Tax	2,403,394.44	24,033.94
	46820	Income Tax	2,875.84	28.75
	46850	Mixed Drink Tax	220.35-	2.20-
	46920	Gasoline and Motor Fuel Tax	9,245.60	92.46
	46930	Petroleum Special Tax	216,014.07	2,160.14
STATE OF TN/LGIP	44110	Interest Earned	7,093.91	70.94
SUNTRUST	44110	Interest Earned	175.99	.88
THE HOME BANK	44110	Interest Earned	10,002.28	100.02
TOTAL TELEPHONE CONCEPTS	43370	Telephone Commissions	3,279.73	32.80
TVA	40161	Lieu of Taxes - TVA	2,226.01	22.26
UNION PLANTERS	44110	Interest Earned	1,012.95	10.13
UNITED COMM BANK	44110	Interest Earned	3.67	.04
			745.34	7.45
COMMISSION ADJUSTMENTS			5,187,542.78	71,023.30
UNDISTRIBUTE TAXES				1.85-
LIBRARY				.37
LIBRARY				.97
UNDISTRIBUTE TAXES				1.04-
UNDISTRIBUTE TAXES				.22-
UNDISTRIBUTE TAXES				.78-
SCHOOL COMMISSION				1.87-
SCHOOL DEPOSIT TICKETS				10,391.10
CORR TO AMSOUTH ACCT PER STMNT				119.73-
CORR 2 CORR AMSOUTH STMT				5.00-
CORR 2 CORR AMSOUTH STMT				5.00
				5.00

PROGRAM ID: TRT527
RUN DATE: 01/07/05
RUN TIME: 15:44:30

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR DECEMBER 2004

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
SCHOOL DEPOSIT TICKETS				62.00-
TRUSTEE'S COMMISSION REMITTED TO THE GENERAL FUND				81,233.25
FISCAL YEAR TO DATE TRUSTEE'S COMMISSION				913,882.07

INFORMATION ONLY

ITEM

- 1. Year-To-Date Increases/Decreases**
- 2. Posted Transfers**

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH NOVEMBER 30, 2004

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
101			APPR FUNDS FOR FOR VEHI ALLOWANCES		04002560
		055900	FIELD LINE INSPECTION	6,074.00+	
		431901	FIELD LINE TESTING	6,074.00+	
101			APPROIATE FUNDS TO CARRY OVER PY GRT		04002561
		054432	HOMELAND SECURITY GRANT 03-017726	87,129.34+	
		054433	HOMELAND SECURITY GRANT 04-020071	290,571.90+	
		054435	HOMELAND SEC GRANT PRG. EXERCISE 04-	25,000.00+	
		054436	CITIZEN CORPS PRG 04-019449	1,530.00+	
		054437	HAZARD MITIGATION GRANT 04-10712	17,913.00+	
		054439	HAZ MAT EMERGENCY PLANNING GRANT 04-	7,000.00+	
		499988	RESERVE FOR EMER MGMT GRANTS	429,144.24+	
101			INCREASE BUDGET FOR CODES CONSULTANT		04002562
		051730	BUILDING COMMISSIONER	7,500.00+	
		499998	FUND BALANCE	7,500.00+	
101			FUNDS FOR THE CUMM ACTION AGNCY CTR		04003000
		099100	OPERATING TRANSFERS	20,000.00+	
		499998	FUND BALANCE	20,000.00+	
101			NON PROFIT ORGANIZATIONS CONTRIBUTIO		04003615
		055510	GENERAL WELFARE ASSISTANCE	154,571.00+	
		499998	FUND BALANCE	154,571.00+	
101			COVER EST. EXPENSES FOR HEALTH DEPT		04004021
		055114	HEALTH DEPT RESERVE	11,335.00+	
		499998	FUND BALANCE	11,335.00+	
101			COVER EST EXPENS BLT CTY COMM HEALTH		04004022
		055115	NATIONAL ASSOCIATION OF COUNTY & CIT	5,000.00+	
		499998	FUND BALANCE	5,000.00+	
101			FUNDS DUE TO MARCH OF DIMES GRANT		04004023
		055113	HEALTH DEPARTMENT GRANT	14,983.00+	
		499998	FUND BALANCE	14,983.00+	
101			TEMA ORANGE ALERT GRANT		04004024
		054440	ORANGE ALERT GRANT	4,535.68+	
		475912	OTHER FED THRU STATE- TEMA 83.534	4,535.68+	
101			EXPENSES FOR HEALTH GRANT WRITER		04004025
		055117	HEALTH GRANT WRITER	57,382.00+	
		499998	FUND BALANCE	57,382.00+	
101			COVER EXPENSES AND PT PERSONNEL		04004026
		053610	OFFICE OF PUBLIC DEFENDER	31,237.00+	

DECEMBER 29, 2004
REPORT 615-103

B L O U N T C O U N T Y , T E N N E S S E E
FUND ACCOUNTING SYSTEM
BUDGET INCREASE/DECREASE FOR YEAR THROUGH NOVEMBER 30, 2004

PAGE 2

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		423601	PUBLIC DEFENDER FEES	23,899.11+	
		498009	RES. FOR PUBLIC DEFENDER	7,337.89+	
101			PURCHASE AND INSTALL TWO EXIT DOORS		04005522
		091190	OTHER GENERAL GOVERNMENT PROJECTS	8,941.00+	
		499998	FUND BALANCE	8,941.00+	
101			REIMB, RECEIVED FROM AMERICAN PRE IN		04005523
		054110	SHERIFFS DEPARTMENT	2,869.04+	
		445200	INSURANCE RECOVERY	2,869.04+	
101			RECEIPT OF 1ST RESPONDER FED. GRANT		04005524
		054440	ORANGE ALERT GRANT	550,946.00+	
		475912	OTHER FED THRU STATE- TEMA 83.534	550,946.00+	
101			FUNDS FIR NEW HOPE, CHILDRENS ADVOCA		04005525
		055510	GENERAL WELFARE ASSISTANCE	2,500.00+	
		499998	FUND BALANCE	2,500.00+	
101			FUND TOTALS		
101			EXPENDITURE TOTAL	1,307,017.96+	
101			REVENUE TOTAL	1,307,017.96+	
115			FUNDS FOR LIBRARY CAFE		04003001
		056900	OTHER SOCIAL CULTURAL-RECRE	10,000.00+	
		449918	CAFE REVENUE	10,000.00+	
115			ST GRANT FOR 8 NEW COMPUTERS		04003002
		056500	LIBRARIES	4,800.00+	
		469800	TECHNOLOGY THAT WORKS GRANT	4,800.00+	
115			FUNDS NEEDED IN THE CAFE COST CTR		04005528
		056900	OTHER SOCIAL CULTURAL-RECRE	38,400.00+	
		449918	CAFE REVENUE	38,400.00+	
115			FUND TOTALS		
115			EXPENDITURE TOTAL	53,200.00+	
115			REVENUE TOTAL	53,200.00+	
141			FUNDS TO BAL FY 2004-05 BUDGET		04002559
		099100	OPERATING TRANSFERS	8,200.00-	
		499998	FUND BALANCE	8,200.00-	
141			SAVINGS GAINED IN UNFILLED POSITIONS		04004029
		071100	REGULAR EDUCATION PROGRAM	20,000.00+	
		071200	SPECIAL EDUCATION PROGRAM	38,000.00+	
		071300	VOCATIONAL EDUCATION PROGRAM	17,000.00+	
		071600	ADULT EDUCATION PROGRAM	660.00+	

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH NOVEMBER 30, 2004

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		072110	ATTENDANCE	990.00+	
		072120	REGULAR INSTRUCTION - CHAPTER II-COM	1,320.00+	
		072130	OTHER STUDENT SUPPORT	8,910.00+	
		072131	STATE GRANT - FAMILY RESOURCE CENTER	330.00+	
		072210	REGULAR INSTRUCTION PROGRAM	10,500.00+	
		072220	SPECIAL EDUCATION PROGRAM	1,782.00+	
		072230	VOCATIONAL EDUCATION	660.00+	
		072260	ADULT PROGRAM	660.00+	
		072290	NO COST CENTER ASSIGNMENT	1,320.00+	
		072310	BOARD OF EDUCATION SERVICES	1,155.00+	
		072320	OFFICE OF THE SUPERINTENDENT	1,056.00+	
		072410	OFFICE OF THE PRINCIPAL	23,000.00+	
		072510	FISCAL SERVICES	1,650.00+	
		072610	OPERATION OF PLANT	26,922.00+	
		072620	MAINTENANCE OF PLANT	5,775.00+	
		072710	TRANSPORTATION	660.00+	
		072810	CENTRAL AND OTHER	1,650.00+	
		499998	FUND BALANCE	164,000.00+	
141			FUNDS FOR T1 LINE AT EVERETT		
		072410	OFFICE OF THE PRINCIPAL	4,800.00+	04005526
		449901	MISCELLANEOUS REVENUE	4,800.00+	
141			FUND TOTALS		
141			EXPENDITURE TOTAL	160,600.00+	
141			REVENUE TOTAL	160,600.00+	
142	10421		ESTABLISH THE 10421 CARRYOVER PROJEC		
		071100	REGULAR EDUCATION PROGRAM	46,870.54+	04002975
		471400	TITLE I CARRYOVER PROJECTS	46,870.54+	
142	10501		RECON DIFF BETWEEN TITLE I 04-05		
		071100	REGULAR EDUCATION PROGRAM	157,772.18+	04002564
		072130	OTHER STUDENT SUPPORT	500.00-	
		072210	REGULAR INSTRUCTION PROGRAM	22,138.07-	
		099100	OPERATING TRANSFERS	9,005.42-	
		471410	ECIA-CHAPTER I	126,128.69+	
142	10501		RECONCILE DIFF BTWN TITLE I 04/05 PJ		
		071100	REGULAR EDUCATION PROGRAM	46,870.54-	04002976
		471410	ECIA-CHAPTER I	46,870.54-	
142	15105		ESTABLISH 04-05 GRANT BUDGET W/AGGRE		
		071401	PRE-SCHOOL EDUCATION GRANT	47,015.00-	04002852
		489900	OTHER	16,500.00-	
		498000	OPERATING TRANSFERS	30,515.00-	
142	20501		BAL ACCTS FOR TITLE V PROJ FOR 04-05		
		071100	REGULAR EDUCATION PROGRAM	19,124.00-	04002979

B L O U N T C O U N T Y , T E N N E S S E E
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH NOVEMBER 30, 2004

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		471420	TITLE VI	19,124.00-	
142	30401		SET UP 04 IDEA ACCTS, JULY, AUG, SEPT		04001243
		071200	SPECIAL EDUCATION PROGRAM	287,841.60+	
		072220	SPECIAL EDUCATION PROGRAM	115,564.53+	
		072710	TRANSPORTATION	650.36+	
		471430	EDUCATION OF THE HANDICAPPED ACT	404,056.49+	
142	30501		CORR BEG BAL FOR IDEA, PART B 04-05		04002983
		071200	SPECIAL EDUCATION PROGRAM	213,724.00+	
		072220	SPECIAL EDUCATION PROGRAM	14,195.00+	
		072710	TRANSPORTATION	3,489.00+	
		471430	EDUCATION OF THE HANDICAPPED ACT	231,408.00+	
142	30501		ADDL SILVER GRANT FUNDS FOR IDEA		04004589
		071200	SPECIAL EDUCATION PROGRAM	27,977.00+	
		471430	EDUCATION OF THE HANDICAPPED ACT	27,977.00+	
142	40401		SET UP ACCTS FOR JULY, AUG SEPT IDEA		04003595
		071200	SPECIAL EDUCATION PROGRAM	34,006.26+	
		471430	EDUCATION OF THE HANDICAPPED ACT	34,006.26+	
142	40501		CORR BEG BAL FOR IDEA PRE SCHO 40501		04002980
		071200	SPECIAL EDUCATION PROGRAM	607.00+	
		471430	EDUCATION OF THE HANDICAPPED ACT	607.00+	
142	50501		CORR BEG BAL FOR SAFE&DRUG FREE SCHS		04002982
		072130	OTHER STUDENT SUPPORT	1,848.00+	
		072210	REGULAR INSTRUCTION PROGRAM	4,226.00-	
		475900	OTHER FEDERAL-STATE	2,378.00-	
142	60501		ADJ CARL PERKINS GRANT 04-05 BUDGET		04002849
		071300	VOCATIONAL EDUCATION PROGRAM	6,266.00-	
		471310	BASIC VOCATIONAL	6,266.00-	
142	70411		ESTABL. BUDGET FOR 03/04 CARRY OVER		04005527
		072810	CENTRAL AND OTHER	493.26+	
		471421	TITLE II, PART D	493.26+	
142	70501		CORR BEG BAL FOR TITLE II PROJ 04-05		04002981
		071100	REGULAR EDUCATION PROGRAM	52,221.23+	
		072210	REGULAR INSTRUCTION PROGRAM	16,458.23-	
		471890	TITLE II	35,763.00+	
142	70511		ESTABLISH BUDGT FOR TITLE II		04002563
		072810	CENTRAL AND OTHER	6.00-	
		471421	TITLE II, PART D	6.00-	
142	80501		ADJ VOCATIONAL TRANS GRANT BUDGT		04000633
		071300	VOCATIONAL EDUCATION PROGRAM	2,348.00+	

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH NOVEMBER 30, 2004

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		475906	VOCATIONAL TRANSITION GRANT	1,643.00+	
		498000	OPERATING TRANSFERS	705.00+	
142	81401		CARRYOVER BDGT FOR ST APPR GRANT		04002861
		071300	VOCATIONAL EDUCATION PROGRAM	2,502.00+	
		475900	OTHER FEDERAL-STATE	2,502.00+	
142	81501		SET BUGT FOR HIGH SCHOOLS THAT WK GT		04000684
		071300	VOCATIONAL EDUCATION PROGRAM	5,000.00+	
		475900	OTHER FEDERAL-STATE	5,000.00+	
142	91501		BUDGT FOR 04/05 READING EXCELL GRNT		04000632
		071502	REA GRANT	3,452.00+	
		475900	OTHER FEDERAL-STATE	3,452.00+	
142	91521		ESTABLISH BUDGT FOR 04/05 READ EXC G		04002479
		071502	REA GRANT	100,000.00+	
		475900	OTHER FEDERAL-STATE	100,000.00+	
142			FUND TOTALS		
142			EXPENDITURE TOTAL	898,952.70+	
142			REVENUE TOTAL	898,952.70+	
189	03046		REDUCING BUDGET CARRYOVER BY PO32860		04006160
		091150	SOCIAL, CULTURAL AND RECREATION PROJ	1,272,879.20-	
		469800	OTHER STATE GRANTS	272,879.20+	
		475900	OTHER FEDERAL-STATE	1,000,000.00+	
189			FUND TOTALS		
189			EXPENDITURE TOTAL	1,272,879.20-	
189			REVENUE TOTAL	1,272,879.20+	

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER

Posted
04007211
DC

Fiscal Year 2004-05

FUND NO. 101

COST CENTER NO. 053500

FUND NAME General County

COST CENTER NAME Juvenile Court

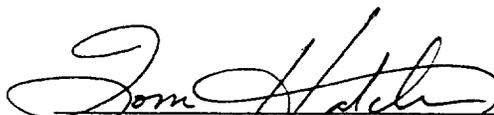
Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053500-500707	Building Improvements	\$561.72
Total Transferred to:		\$561.72

Transfer
from:

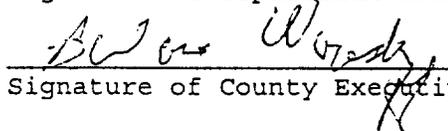
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053500-500349	Printing	\$561.72
Total Transferred from:		\$561.72

Reason for Transfer Request For purchase and installation of lock to secure the Juvenile office.


Signature of Department Head

12-6-05
Date

NOTE: Total Transferred
to must agree with total
transferred from.


Signature of County Executive

1-9-05
Date

BLOUNT COUNTY SHERIFF'S OFFICE
 REQUEST FOR TRANSFER
 Fiscal Year 2004 - 2005

Posted
 04007193

Fund Number: 101

Cost Center Number: 054110-SHERIFF

Fund Name: GENERAL

Cost Center Name: SHERIFF

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500331	LEGAL SERVICES	\$3,020.75
Total Transferred to:		\$3,020.75

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500336	MAINTENANCE & REPAIR - EQUIPMENT	\$3,020.75
Total Transferred from:		\$3,020.75

Reason for Transfer Request:

To place monies in needed account

[Signature] 1-5-05
 Signature of Department Head Date

[Signature] 1-5-05
 Signature of County Executive Date

Note:
 Total transferred to
 must agree with total
 transferred from.

BLOUNT COUNTY SHERIFF'S OFFICE
 REQUEST FOR TRANSFER
 Fiscal Year 2004 - 2005

Posted
 04007192

Fund Number: 101

Cost Center Number: 054110-SHERIFF

Fund Name: GENERAL

Cost Center Name: SHERIFF

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500415	ELECTRICITY	\$1,200.00
Total Transferred to:		\$1,200.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500418	EQUIPMENT & MACHINERY PARTS	\$1,200.00
Total Transferred from:		\$1,200.00

Reason for Transfer Request:

To place monies in needed account

James C. Brown 1-5-05
 Signature of Department Head Date

Brenda D. Waddy 1-5-05
 Signature of County Executive Date

Note:
 Total transferred to
 must agree with total
 transferred from.

Posted

04007191

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER

Fiscal Year 2004-05

FUND NO. 101

COST CENTER NO. 053120

FUND NAME General County

COST CENTER NAME Circuit Court Clerk

Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053120-500499	Other Supplies	\$9,525.00
101-053120-500711	Furniture & Fixtures	475.00
Total Transferred to:		\$10,000.00

Transfer
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053120-500399	Other Contracted Services	\$10,000.00
Total Transferred from:		\$10,000.00

Reason for Transfer Request To cover shortage in accounts.


Signature of Department Head

1-6-05
Date

NOTE: Total Transferred
to must agree with total
transferred from.


Signature of County Executive

1-5-05
Date

Posted
02007189

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05

Fund Number 115 Cost Center Number 56500
Fund Name Blount County Public Library Cost Center Name Libraries

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115-56500-499	Other Supplies & Materials	10,000.00
Total Transferred to:		10,000.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115-56500-435	Office Supplies	10,000.00
Total Transferred from:		10,000.00

Reason for Transfer Request:
Reallocate from office supplies to other supplies.

Note: Total transferred to must agree with total transferred from.

Matthew E. Pugh 1/4/05
Signature of Department Head Date

[Signature] 1-5-05
Signature of County Executive Date

BLOUNT COUNTY SHERIFF'S OFFICE
 REQUEST FOR TRANSFER
 Fiscal Year 2004 - 2005

Posted
 04007186

Fund Number: 101

Cost Center Number: 054110-SHERIFF

Fund Name: GENERAL

Cost Center Name: SHERIFF

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500399	OTHER CONTRACTED SERVICES	\$1,000.00
Total Transferred to:		\$1,000.00

JAN 4 2005

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500334	MAINTENANCE AGREEMENTS	\$1,000.00
Total Transferred from:		\$1,000.00

Reason for Transfer Request:

To place monies in needed account

James L. Berry 12-30-04
 Signature of Department Head Date

Ben D. Keith 1-31-05
 Signature of County Executive Date

Note:
 Total transferred to
 must agree with total
 transferred from.

BLOUNT COUNTY SHERIFF'S OFFICE
 REQUEST FOR TRANSFER
 Fiscal Year 2004 - 2005

Posted
 04007185

Fund Number: 101

Cost Center Number: 054210

Fund Name: GENERAL

Cost Center Name: JAIL

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500399-0	OTHER CONTRACTED SERVICES	\$3,000.00
Total Transferred to:		\$3,000.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500335	MAINTENANCE/REPAIR BUILDINGS	\$3,000.00
Total Transferred from:		\$3,000.00

Reason for Transfer Request:

To place monies in needed account

Samuel L. Berry *12/30/04*

 Signature of Department Head Date
Brenda D. White *1-24-05*

 Signature of County Executive Date

Note:
 Total transferred to
 must agree with total
 transferred from.

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER

Posted
04007184

Fiscal Year 2004-05

FUND NO. 101

COST CENTER NO. 053100

FUND NAME General County

COST CENTER NAME Circuit Court

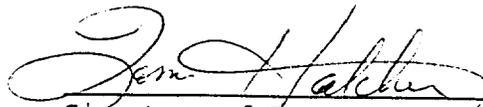
Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053100-500707	Building Improvements	\$6,000.00
Total Transferred to:		\$6,000.00

Transfer
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053100-500399	Other Contracted Services	\$6,000.00
Total Transferred from:		\$6,000.00

Reason for Transfer Request Enclosing secure office for daytime magistrate.


Signature of Department Head

Dec 30, 2004
Date

NOTE: Total Transferred
to must agree with total
transferred from.


Signature of County Mayor

12-24-04
Date

BLOUNT COUNTY SHERIFF'S OFFICE
 REQUEST FOR TRANSFER
 Fiscal Year 2004 - 2005

Posted
 04007183

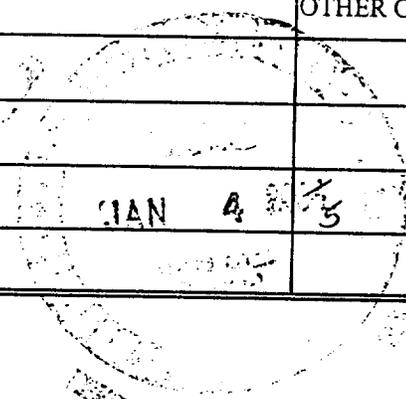
Fund Number: 101

Cost Center Number: 054240-JUVENILE

Fund Name: GENERAL

Cost Center Name: JUVENILE

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500399	OTHER CONTRACTED SERVICES	\$1,000.00
Total Transferred to:		\$1,000.00



ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500349	PRINTING	\$500.00
500335	MAINTENANCE/REPAIR BUILDINGS	\$500.00
Total Transferred from:		\$1,000.00

Reason for Transfer Request:
TO PLACE MONIES IN NEEDED ACCOUNT

[Signature] 12/30/04
 Signature of Department Head Date
[Signature] 1-04-05
 Signature of County Executive Date

Note:
 Total transferred to
 must agree with total
 transferred from.

**Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05**

*Posted
04007182*

Fund Number 101 Cost Center Number 52100
 Fund Name Gen Fund Cost Center Name Accounting

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500599	Other Charges	\$550.00
Total Transferred to:		\$550.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500349	Printing, Stationery + Forms	\$550.00
Total Transferred from:		\$550.00

Reason for Transfer Request:
Transfer Funds CAER application.

Note:
 Total transferred to
 must agree with total
 transferred from.

D. Williams 12-29-04
 Signature of Department Head Date

Bob D. [Signature] 1-04-05
 Signature of County Executive Date

Posted
0400716

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2003 - 04

Fund Number 101 Cost Center Number 052600
Fund Name County Cost Center Name I.T

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500709	Data Processing Equipment	735.00
Total Transferred to:		735.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500411	Data Processing Supplies	735.00
Total Transferred from:		735.00

Reason for Transfer Request:
Symantec Ghost

Note:
Total transferred to
must agree with total
transferred from.

Joseph M. Cain 12-28-04
Signature of Department Head Date

Bruce J. Woodard 12-27-04
Signature of County Executive Date

Posted

04007040

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004-05

Fund Number 101

Cost Center Number 54410

Fund Name Gen. Co.

Cost Center Name Emer. Mgmt.

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054410-500451-0	Uniforms	900.00
Total Transferred to:		900.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054410-500457-0	In-service/staff development	900.00
Total Transferred from:		900.00

Reason for Transfer Request:
Uniforms for Emer. Mgmt. Director.

Note:
Total transferred to
must agree with total
transferred from.

Kate Lewis 12-16-04
Signature of Department Head Date

B. Woodley 12-16-04
Signature of County Mayor Date

Posted
04007028

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2002 - 03

Fund Number 101 Cost Center Number 51720
Fund Name GENERAL GOVT. Cost Center Name PLANNING

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
332	LEGAL NOTICES	900
Total Transferred to:		900

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
308	CONSULTANT	900
Total Transferred from:		900

Reason for Transfer Request:
REQUIREMENTS FOR LEGAL NOTICES FOR REST OF FY

Note:
Total transferred to
must agree with total
transferred from.

[Signature] 12/15/04
Signature of Department Head Date
[Signature] 12/15/04
Signature of County Executive Date

Posted

04007000

Blount County, Tennessee
REQUEST FOR TRANSFER
Fiscal Year 2003-2004

Fund Number _____ 122 _____ Cost Center Number _____ 054110 _____

Fund Name _____ General _____ Cos: Center Name _____ Sheriff's Office _____

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
122-054110-500499	Other Supplies and Materials	1810.00
Total Transferred to:		1810.00

AT

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
22-054110-500399	Other Contracted Services	1810.00
Total Transferred from:		1810.00

A

To cover short falls in accounts _____

James Boy _____ 12/13/04
Date

[Signature] _____
Signature of County Executive Date

Transfer
to

3e

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2003 - 04

Fund Number 101

Cost Center Number 052310

Fund Name General Government

Cost Center Name Reappraisal Program

52310

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer to:	101-052310-500188	Temporary/Part-time personnel	\$13,050.00
	101-052310-500201	Social Security	\$809.00
	101-052310-500210	Unemployment compensation	\$112.00
	101-052310-500212	Employer Medicare liability	\$189.00
	101-052310-500513	Workers Compensation Insurance	\$20.00
	Total Transferred to:		\$14,180.00

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer from:	101-052310-500399	Other Contracted Services	\$14,180.00
	Total Transferred from:		\$14,180.00

Reason for Transfer Request:

To hire one of two temporary data entry personnel independently instead of through an employment agency

Note:

Total transferred to
must agree with total
transferred from.

Mike Weston 12-6-04
Signature of Department Head Date

B. W. ... A-R ...
Signature of County Mayor Date

Budget Control
By: 12/6/04
 Approved 5
 Rejected
 Deleted
 Tables
 Deleted

3c

BLOUNT COUNTY SHERIFF'S OFFICE
REQUEST FOR TRANSFER
Fiscal Year 2004 - 2005

Fund Number: 101

Cost Center Number: 064000-LITTER GRANT

Fund Name: 101

Cost Center Name: 064000-LITTER GRANT

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500399	OTHER CONTRACTED SERVICES	\$9,830.00
Total Transferred to:		\$9,830.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500164	ATTENDANTS	\$9,830.00
Total Transferred from:		\$9,830.00

Reason for Transfer Request:
TO PLACE MONIES IN NEEDED ACCOUNT

Request for: _____
 Date: 12/6/04

James C. B... 11-12-04
 Signature of Department Head Date

 Signature of County Executive Date

Note:
Total transferred to
must agree with total
transferred from.

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05

Fund Number 101

Cost Center Number 051500

Fund Name Blount County

Cost Center Name Election Commission

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051500 - 168	Temp Personnel	1800
101-051500 - 168	" "	500
101-051500 - 168	" "	500
Total Transferred to:		2800

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051500 - 331	Local Services	1800
101-051500 - 332	Local Notices	500
101-051500 - 331	Rentals	500
Total Transferred from:		2800

Reason for Transfer Request:
Part-Time Personnel for Pres. Gen. Election on
Tues. Nov. 2, 2004.

Note:
Total transferred to
must agree with total
transferred from.

Becky Bradshaw 11-16-04
Signature of Department Head Date

Beverly D. Worley 11-16-04
Signature of County Executive Date

X 12/16/04
5

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05

Fund Number 101
Fund Name Blount County

Cost Center Number 051500
Cost Center Name Election Commission

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051500-355	Travel	1500
Total Transferred to:		1500

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051500-189	Other Salaries & Wages	1500
Total Transferred from:		1500

Reason for Transfer Request: Machine Technicians for Mileage on Election Day
Set-up of Voting Machines & Pick-up of Voting Machines
after Election.

Debbie Brinkman 11-9-04
Signature of Department Head Date

Note:
Total transferred to
must agree with total
transferred from.

Signature of County Executive Date

Budget Committee
Date: 12/6/04
 Approved by _____
 Reviewed by _____
 Tabbed _____
 Documented _____

Blount County, Tennessee
 REQUEST FOR BUDGET TRANSFER
 Fiscal Year 2004-05

Posted
 04006235

Fund Number 101

Cost Center Number 052500

Fund Name General County

Cost Center Name County Clerk

Transfer
 to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500 437	Periodicals	20.00
Total transferred to:		20.00

Transfer
 from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500 499	Other Supplies & Materials	20.00
Total transferred from:		20.00

Reason For Transfer Request:

Lexis - Nexis

Note:
 Total transferred to
 must agree with total
 transferred from.

Margaret M. Flynn 12-6-04
 Signature of Department Head Date

[Signature] 12-6-04
 Signature of County Executive Date

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
 Fiscal Year 2004-2005

Posted
 04006234

Fund Number 101

Cost Center Number 058300

Fund Name General County

Cost Center Name Veteran Services

Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
425	Gasoline	200 -
Total Transferred to:		

Transfer
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
355	TRAVEL	200 -
Total Transferred from:		200 -

Reason for Transfer Request:

Shortage in car gasoline line.

Note:
 Total transferred to
 must agree with total
 transferred from.

Charles Staley
 Signature of Department Head

12-2-04
 Date

R. Woody
 Signature of County Executive

12-6-04
 Date

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Accounting & Budgeting	EAST TN PAYROLL ASSOC.	408240	3/MEETING	12/10/2004	45.00	1049212	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	407926	12/14/04	12/10/2004	35.00	1049186	101
Accounting & Budgeting	DANA LAMSON	408542	12/9,14/04	12/17/2004	31.88	1049636	101
Accounting & Budgeting	DAVE BENNETT	408635	12/13-14/04	12/17/2004	40.50	1049637	101
Accounting & Budgeting	BETSY FOXX	408713	AGA	12/17/2004	14.80	1049618	101
Accounting & Budgeting	SUNTRUST BANK CARD	408833	SHERATON, SHELL	12/27/2004	137.86	1049918	101
Accounting & Budgeting	SUNTRUST BANK CARD	408840	U S AIRWAYS	12/27/2004	445.00	1049918	101
Building Commissioner	ROGER FIELDS	407605	NOV.04	12/3/2004	125.64	1048854	101
Central Cafeteria	JUDY A MCCAULLEY	407952	11/30/04	12/10/2004	50.54	43049451	143
Central Cafeteria	JUDY DIXON	407953	11/30/04	12/10/2004	55.22	43049452	143
Central Cafeteria	KATHY OWENS	407954	11/19/04	12/10/2004	4.68	43049453	143
Central Cafeteria	SHERRY THACKER	407950	11/30/04	12/10/2004	34.56	43049462	143
Central Cafeteria	LOUELLA WEBB	407951	11/30/04	12/10/2004	68.54	43049457	143
Central Cafeteria	BEVERLY HACKNEY	407955	11/8&15/04	12/10/2004	11.16	43049442	143
Central Cafeteria	EDWARD NED CONNELL	408600	11/30/04	12/17/2004	51.84	43049839	143
Central Cafeteria	JUDY A MCCAULLEY	408989	12/16/04	12/29/2004	27.22	43050081	143
Central Cafeteria	JUDY DIXON	408988	12/16/04	12/29/2004	35.42	43050082	143
Central Cafeteria	SHERRY THACKER	408986	12/16/04	12/29/2004	20.16	43050084	143
Central Cafeteria	LOUELLA WEBB	408987	12/16/04	12/29/2004	44.35	43050083	143
Central Cafeteria	BEVERLY HACKNEY	408990	12/1-3/04	12/29/2004	3.60	43050080	143
Circuit Court Clerk	PORTIA ABBOTT	407849	11/30/04	12/3/2004	26.24	1048846	101
Circuit Court Clerk	LISA HIPPS	407850	11/30/04	12/3/2004	12.10	1048825	101
Circuit Court Clerk	PAT GLASPIE	407961	11/30/04	12/10/2004	15.12	1049247	101
Circuit Court Clerk	SUNTRUST BANK CARD	408837	EMBASSY SUITES,	12/27/2004	114.91	1049918	101
Drug Court	THERESA IRWIN	408081	12/2-5/04	12/10/2004	183.04	28049306	128
Drug Court	D KELLY THOMAS JR	408543	12/7-8/04	12/17/2004	62.42	28049733	128
Drug Court	MIKE FLYNN	408544	12/7-9/04	12/17/2004	75.92	28049741	128
Drug Court	THERESA IRWIN	408541	12/7-9/04	12/17/2004	75.92	28049743	128
Drug Court	TAMMY HARRINGTON	408511	12/7-8/04	12/17/2004	62.42	28049742	128
Drug Court	BEVERLY G KERR	408540	12/7-9/04	12/17/2004	75.92	28049732	128
Drug Court	JUANITA SWAFFORD	408510	12/7-8/04	12/17/2004	62.42	28049737	128
Drug Court	MACK GARNER	408539	12/7-8/04	12/17/2004	62.42	28049740	128
Drug Court	HILDE PHIPPS	408509	12/7-8/04	12/17/2004	36.50	28049736	128
Drug Court	KIM BERRY	408538	12/7-8/04	12/17/2004	66.74	28049739	128
Drug Enforcement	SUNTRUST BANK CARD	407696	DOUBLETREE, TEXACO,	12/2/2004	133.69	30048713	307
Drug Enforcement	SUNTRUST BANK CARD	408831	WEIGELS	12/27/2004	40.00	30049926	307
Election Commission	BECKY BRADSHAW	408386	12/8-10/04	12/17/2004	33.98	1049616	101
Election Commission	BRUCE S. GORENFLO	408618	12/8-10/04	12/17/2004	38.30	1049626	101
Federal Projects	WILBUR CLINTON HUFFMAN	147979	11/12/04	12/3/2004	160.00	42049065	142
Federal Projects	EDITH PACK	407879	NOV.04	12/10/2004	95.00	42049423	142

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Federal Projects	HERITAGE HIGH SCHOOL VOCATIONAL SCH	147911	REIMB	12/10/2004	800.00	42049426	142
Federal Projects	CLAUDIA ERWIN	408036	11/30-12/1/04	12/10/2004	139.15	42049422	142
Federal Projects	DAVID COOK	408521	12/9/04	12/17/2004	8.00	42049819	142
Federal Projects	KERRY HALL	408725	11/14-16/04	12/29/2004	267.33	42050072	142
Field Line Inspection	GARY FERGUSON	407640	11/30/04	12/3/2004	456.48	1048790	101
Field Line Inspection	GREGORY A. MOYERS	407641	11/30/04	12/3/2004	401.40	1048793	101
Field Line Inspection	GUY WALKER	407638	11/30/04	12/3/2004	281.88	1048794	101
Field Line Inspection	J MICHAEL DOSSETT	407639	11/30/04	12/3/2004	380.52	1048807	101
Human Resources	JODIE KING	407720	11/18/04	12/3/2004	8.91	1048815	101
Human Resources	CATHY BEST	407721	11/18/04	12/3/2004	8.16	1048760	101
Information Technology	BLOUNT COUNTY HIGHWAY DEPT	407832	1140	12/3/2004	18.96	1048749	101
Information Technology	SHARON BAKER	408517	12/9/04	12/17/2004	32.00	1049691	101
Inspection & Regulation	GAY MILLER	407945	11/30/04	12/10/2004	15.12	1049218	101
Inspection & Regulation	ANITA BOLINGER	407946	11/30/04	12/10/2004	178.20	1049184	101
Inspection & Regulation	KEVIN MCKENZIE	407948	11/30/04	12/10/2004	82.08	1049234	101
Inspection & Regulation	JENNIFER L. PRIANO	407987	11/30/04	12/10/2004	231.84	1049229	101
Insurance/Risk Managemen	SUNTRUST BANK CARD	408826	BEST WESTERN	12/27/2004	496.00	1049918	101
Jail	JASON FELTS	407853	11/29/04	12/3/2004	22.00	1048813	101
Jail	ALLEN RUSSELL	408615	12/5-10/04	12/17/2004	123.00	1049609	101
Jail	WADE YOUNG	408514	12/6/04	12/17/2004	14.00	1049712	101
Jail	JARED BAKER	408515	12/6/04	12/17/2004	14.00	1049658	101
Jail	SUNTRUST BANK CARD	408848	FAMILY PANTRY,	12/27/2004	68.82	1049918	101
Jail	SUNTRUST BANK CARD	408849	MAPCO EXPRESS	12/27/2004	44.00	1049918	101
Jail	SUNTRUST BANK CARD	408850	ROADRUNNER	12/27/2004	15.70	1049918	101
Jail	SUNTRUST BANK CARD	408851	STATE LINE MARKET	12/27/2004	12.00	1049918	101
Jail	SUNTRUST BANK CARD	408853	LEBANON TIGERMART	12/27/2004	26.53	1049918	101
Jail	RODNEY MYERS	408730	12/10/04	12/29/2004	28.00	1050002	101
Jail	JOSH ANTRAS	408731	1286/04	12/29/2004	28.00	1049980	101
Jail	JOSH ANTRAS	408865	12/18/04	12/29/2004	14.00	1049980	101
Juvenile Court	AMANDA G. MAY	407606	NOV. 04	12/3/2004	36.72	1048732	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	407905	11/30/04	12/10/2004	33.12	1049206	101
Medical Personnel	SHANNON BOGGS	408151	11/17/04	12/10/2004	41.40	1049260	101
Medical Personnel	CARRIE A. PAULSON	407991	11/30/04	12/10/2004	165.15	1049196	101
Medical Personnel	CYNTHIA JOHNSON RN	407947	11/29-30/04	12/10/2004	20.16	1049207	101
Planning	JOHN LAMB	407591	NOV. 04	12/3/2004	25.02	1048816	101
Property Assessors Offic	DAVID EASTER	407836	10/22/04	12/3/2004	3.96	1048775	101
Property Assessors Offic	DAVID EASTER	407837	11/19/04	12/3/2004	52.20	1048775	101
Property Assessors Offic	DAVID WEAVER	407840	11/15/04	12/3/2004	40.32	1048778	101
Property Assessors Offic	DANIEL J. PERKINS	407839	11/30/04	12/3/2004	25.92	1048774	101
Property Assessors Offic	PHIL WILLIAMS	407838	11/19/04	12/3/2004	31.68	1048841	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Property Assessors Offic	KIMBERLY FRANTZ	407985	11/18/04	12/10/2004	8.00	1049236	101
Property Assessors Offic	SUNTRUST BANK CARD	408836	KWIK PANTRY,MR.GAS,	12/27/2004	33.60	1049918	101
Property Assessors Offic	JAMES C. SNELL	408734	12/13/04	12/29/2004	14.00	1049976	101
Property Tax Reappraisal	TIM HELTON	407841	11/1/04	12/3/2004	21.96	1048872	101
Property Tax Reappraisal	BOBBY R. STINNETT	407835	11/2/04	12/3/2004	22.32	1048754	101
Property Tax Reappraisal	SUNTRUST BANK CARD	408836	KWIK PANTRY,MR.GAS,	12/27/2004	48.00	1049918	101
Property Tax Reappraisal	BOBBY R. STINNETT	408786	12/13/04	12/29/2004	14.00	1049948	101
Public Library	ANGELA SELF	407596	11/23/04	12/3/2004	35.81	15048886	115
Public Library	CAROL THOMAS	407597	11/23/04	12/3/2004	8.00	15048890	115
Public Library	JOAN VANSICKLE SLOAN	407892	11/23/04	12/10/2004	36.42	15049288	115
Public Library	DEBORAH BARNETT	407890	9/04-11/04	12/10/2004	23.04	15049287	115
Public Library	DEBORAH BARNETT	407891	11/24/04	12/10/2004	31.76	15049287	115
Purchasing	AMANDA VINCENT	408547	11/04	12/17/2004	3.38	1049610	101
Schools	KEN WAHLERS	407630	11/30/04	12/3/2004	39.60	41048983	141
Schools	KITTIE PONDER	407683	11/30/04	12/3/2004	159.84	41048987	141
Schools	BETTY WAGNER	407629	11/30/04	12/3/2004	60.84	41048950	141
Schools	JUDY WILSON	407632	11/30/04	12/3/2004	48.60	41048980	141
Schools	THOMAS J JOHNSON	407627	11/4/04	12/3/2004	30.24	41049024	141
Schools	SUSAN LEE	407631	11/30/04	12/3/2004	163.08	41049019	141
Schools	LYNDA G LYDA	407906	NOV. 04	12/10/2004	132.04	41049374	141
Schools	MILDRED G DANIELS	407992	11/24/04	12/10/2004	35.50	41049379	141
Schools	JUDITH RICE	407910	NOV. 04	12/10/2004	212.04	41049365	141
Schools	WILMA GILBERT	407994	11/29/04	12/10/2004	127.94	41049413	141
Schools	KAREN MOFFATT	407903	NOV. 04	12/10/2004	41.40	41049366	141
Schools	TAMMY CASH	407909	NOV. 04	12/10/2004	37.08	41049399	141
Schools	LAURA HAMONTREE	407974	11/23/04	12/10/2004	32.04	41049368	141
Schools	KAY BEST	407880	NOV. 04	12/10/2004	54.00	41049367	141
Schools	ROBIN CELESTE COOK	407993	11/30/04	12/10/2004	76.97	41049391	141
Schools	LEANN HICKS	407883	NOV. 04	12/10/2004	4.32	41049369	141
Schools	CLAUDIA ERWIN	407908	NOV. 04	12/10/2004	35.89	41049337	141
Schools	GLENDA THOMAS	407870	NOV. 04	12/10/2004	27.36	41049352	141
Schools	MARY JANE JONES	407989	11/30/04	12/10/2004	136.44	41049377	141
Schools	ELIZABETH ANN WIGLEY	407907	NOV. 04	12/10/2004	42.04	41049345	141
Schools	DIANE BAIN	407868	NOV. 04	12/10/2004	72.36	41049340	141
Schools	WILLIAM MATTISON	407881	NOV. 04	12/10/2004	63.00	41049411	141
Schools	FRANCINE L REYNOLDS	407973	11/24/04	12/10/2004	59.04	41049349	141
Schools	ALISA MOORE	407990	11/10/04	12/10/2004	27.36	41049318	141
Schools	ROBERT S KIRKHAM	407988	11/30/04	12/10/2004	73.80	41049390	141
Schools	CHAD LOVEDAY	407884	NOV. 04	12/10/2004	59.04	41049333	141
Schools	STEVE BROWN	407882	NOV. 04	12/10/2004	33.48	41049398	141

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Schools	JESS SMITH	407876	NOV.04	12/10/2004	49.68	41049363	141
Schools	GLENN VITALE	407871	NOV.04	12/10/2004	68.76	41049353	141
Schools	ANGELA KAYE CUNNINGHAM	407867	NOV.04	12/10/2004	3.96	41049322	141
Schools	KAY BEST	408364	12/1-3/04	12/17/2004	30.75	41049783	141
Schools	KEITH A. EARLEY	408365	12/1-3/04	12/17/2004	117.45	41049784	141
Schools	KEITH A. EARLEY	408617	12/14/04	12/17/2004	171.30	41049784	141
Schools	CATHY WILKERSON	408531	9/24/04	12/17/2004	4.32	41049772	141
Schools	CATHY WILKERSON	408537	12/6/04	12/17/2004	2.16	41049772	141
Schools	LYNDA G LYDA	408776	DEC.04	12/29/2004	152.55	41050059	141
Schools	BETTY WAGNER	408777	DEC.04	12/29/2004	59.03	41050046	141
Schools	DAVID COOK	408739	12/04	12/29/2004	66.75	41050050	141
Schools	REGAL MAXWELL HOUSE HOTEL	148262	DAVIS/CANTRELL	12/29/2004	157.50	41050061	141
Schools	JUDY ALISA TEFFETELLER	408749	11/04	12/29/2004	72.00	41050055	141
Schools	JUDY ALISA TEFFETELLER	408750	12/9/04	12/29/2004	48.94	41050055	141
Schools	JUDY WILSON	408738	12/04	12/29/2004	21.75	41050056	141
Schools	KAY BEST	408751	12/04	12/29/2004	17.25	41050057	141
Schools	ROBIN CELESTE COOK	408748	12/04	12/29/2004	64.88	41050062	141
Schools	AIMEE E LARRANCE	408779	NOV-DEC 04	12/29/2004	70.49	41050042	141
Schools	SUSAN LEE	408778	DEC.04	12/29/2004	72.38	41050067	141
Schools	SUNTRUST BANK CARD	147809	GAYLORD OPRYLAND	12/29/2004	42.92	41050066	141
Schools	SUNTRUST BANK CARD	147922	GAYLORD OPRYLAND	12/29/2004	151.42	41050066	141
Sheriffs Department	DALE GOURLEY	407710	11/1-5/04	12/3/2004	140.00	1048773	101
Sheriffs Department	ARCHIE GARNER	407602	11/1-5/04	12/3/2004	129.00	1048737	101
Sheriffs Department	SHANNON CARSWELL	407603	REIMBURSE	12/3/2004	80.39	1048860	101
Sheriffs Department	FAIRFIELD INN-OPRYLAND	407854	#83288347	12/3/2004	78.46	1048786	101
Sheriffs Department	JAMES BERRONG	407982	11/30-12/2/04	12/10/2004	73.00	1049226	101
Sheriffs Department	RONALD DUNN SR.	407964	12/1-2/04	12/10/2004	45.00	1049256	101
Sheriffs Department	JEFFERY RAY FRENCH II	407983	10/27-28/04	12/10/2004	44.50	1049228	101
Sheriffs Department	JEFFERY RAY FRENCH II	407984	11/30-12/1/04	12/10/2004	73.00	1049228	101
Sheriffs Department	RANDY MERCKS	407872	11/1-5/04	12/10/2004	140.00	1049253	101
Sheriffs Department	DOUG MOORE	408247	12/12-16/04	12/10/2004	168.00	1049135	101
Sheriffs Department	RICK BAKER	407966	11/4-20/04	12/10/2004	3.40	1049254	101
Sheriffs Department	JOSH ANTRAS	407941	12/01/04	12/10/2004	14.00	1049230	101
Sheriffs Department	LISA R. HOARD	407965	11/14-20/04	12/10/2004	14.02	1049238	101
Sheriffs Department	B & C TRANSPORTATION, INC.	40607	1804	12/17/2004	400.00	1049615	101
Sheriffs Department	ANGIE HUTCHENS	408614	12/6-7/04	12/17/2004	45.00	1049612	101
Sheriffs Department	HOME BANK	408536	4229410167	12/17/2004	134.98	1049649	101
Sheriffs Department	MICHELLE STILES	408613	11/30&12/1/04	12/17/2004	45.00	1049675	101
Sheriffs Department	SUNTRUST BANK CARD	408842	BP OIL	12/27/2004	31.61	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408843	MARRIOTT NASHVILLE	12/27/2004	172.38	1049918	101

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Sheriffs Department	SUNTRUST BANK CARD	408844	MARRIOTT NASHVILLE	12/27/2004	184.48	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408852	MARRIOTT NASHVILLE,	12/27/2004	116.19	1049918	101
Sheriffs Department	DAVID WESTERLING	408782	DEC.04	12/29/2004	40.00	1049959	101
Sheriffs Department	DAVID WESTERLING	408783	11/29-12/3	12/29/2004	40.00	1049959	101
Sheriffs Department	JAMES WILSON	408791	12/5-10/04	12/29/2004	8.20	1049978	101
Sheriffs Department	ANDY WATERS	408794	12/12-15/04	12/29/2004	19.80	1049942	101
Sheriffs Department	BRIAN HENSLEY	408792	11-12/04	12/29/2004	46.00	1049950	101
Soil Conservation	SANDRA GREGORY	407623	11/22/04	12/3/2004	63.29	1048857	101
Soil Conservation	ERICH HENRY	407901	11/10-13/04	12/10/2004	78.56	1049213	101
Tourism	GINA CAPPELLETTI	407698	11/19/04	12/3/2004	35.00	1048791	101
Tourism	GINA CAPPELLETTI	408141	11/30/04	12/10/2004	36.45	1049219	101
Tourism	SUNTRUST BANK CARD	408983	TN.BUSINESS TRAVEL	12/29/2004	30.00	1050011	101
Tourism	SUNTRUST BANK CARD	408984	TN.TOURISM ROUND TABL	12/29/2004	100.00	1050011	101
Veterans Services	CHARLES D STALEY	408985	12/17/04	12/29/2004	6.00	1049955	101

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Accounting & Budgeting	SUNTRUST BANK CARD	407558	JT OIL	12/2/2004	32.00	1048706	101
Accounting & Budgeting	MARYVILLE ROTARY	407863	JAN-JUNE	12/7/2004	156.00	1046485	101
Accounting & Budgeting	OFFICE DEPOT	407967	265476238001	12/10/2004	12.64	1049246	101
Accounting & Budgeting	OFFICE DEPOT	407968	266324782001	12/10/2004	39.99	1049246	101
Accounting & Budgeting	OFFICE DEPOT	407969	266324781001	12/10/2004	15.94	1049246	101
Accounting & Budgeting	EAST TN PAYROLL ASSOC.	408240	3/MEETING	12/10/2004	45.00	1049212	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	407926	12/14/04	12/10/2004	35.00	1049186	101
Accounting & Budgeting	GFOA	408622	AWARDS	12/17/2004	225.00	1049645	101
Accounting & Budgeting	KLIMAS STUDIO	408621	PORTRAITS	12/17/2004	10.00	1049662	101
Accounting & Budgeting	DANA LAMSON	408542	12/9,14/04	12/17/2004	31.88	1049636	101
Accounting & Budgeting	DAVE BENNETT	408635	12/13-14/04	12/17/2004	40.50	1049637	101
Accounting & Budgeting	BETSY FOXX	408713	AGA	12/17/2004	14.80	1049618	101
Accounting & Budgeting	SUNTRUST BANK CARD	408828	SHELL OIL	12/27/2004	15.00	1049918	101
Accounting & Budgeting	SUNTRUST BANK CARD	408833	SHERATON, SHELL	12/27/2004	137.86	1049918	101
Accounting & Budgeting	SUNTRUST BANK CARD	408834	E Z STOP	12/27/2004	23.43	1049918	101
Accounting & Budgeting	SUNTRUST BANK CARD	408840	U S AIRWAYS	12/27/2004	445.00	1049918	101
Accounting & Budgeting	SUNTRUST BANK CARD	408841	AGA	12/27/2004	950.00	1049918	101
Accounting & Budgeting	GOVERNMENT FINANCE OFFICERS ASSOC.	408967	CAFR2004	12/29/2004	550.00	1049970	101
Agricultural Extension	CITY OF ALCOA	408519	290033501	12/17/2004	18.96	1049632	101
Agricultural Extension	BELLSOUTH TELECOMMUNICATIONS INC	408373	8659826430	12/17/2004	327.42	1049617	101
Agricultural Extension	LUCENT TECHNOLOGIES INC.	408376	8659826430	12/17/2004	80.16	1049671	101
Building Commissioner	ROGER FIELDS	407605	NOV. 04	12/3/2004	125.64	1048854	101
Building Commissioner	SUNTRUST BANK CARD	408832	CHICK-FIL-A	12/27/2004	37.00	1049918	101
Central Cafeteria	JUDY A MCCAULLEY	407952	11/30/04	12/10/2004	50.54	43049451	143
Central Cafeteria	JUDY DIXON	407953	11/30/04	12/10/2004	55.22	43049452	143
Central Cafeteria	KATHY OWENS	407954	11/19/04	12/10/2004	4.68	43049453	143
Central Cafeteria	SHERRY THACKER	407950	11/30/04	12/10/2004	34.56	43049462	143
Central Cafeteria	LOUELLA WEBB	407951	11/30/04	12/10/2004	68.54	43049457	143
Central Cafeteria	BEVERLY HACKNEY	407955	11/8&15/04	12/10/2004	11.16	43049442	143
Central Cafeteria	EDWARD NED CONNELL	408600	11/30/04	12/17/2004	51.84	43049839	143
Central Cafeteria	JUDY A MCCAULLEY	408989	12/16/04	12/29/2004	27.22	43050081	143
Central Cafeteria	JUDY DIXON	408988	12/16/04	12/29/2004	35.42	43050082	143
Central Cafeteria	SHERRY THACKER	408986	12/16/04	12/29/2004	20.16	43050084	143
Central Cafeteria	LOUELLA WEBB	408987	12/16/04	12/29/2004	44.35	43050083	143
Central Cafeteria	BEVERLY HACKNEY	408990	12/1-3/04	12/29/2004	3.60	43050080	143
Circuit Court	BLOUNT COUNTY PUBLIC BUILDING	407828	151873	12/3/2004	2072.61	1048750	101
Circuit Court	BLOUNT COUNTY PUBLIC BUILDING	407829	930	12/3/2004	2708.00	1048750	101
Circuit Court	CHICK FIL A	407594	2013250	12/3/2004	98.08	1048763	101
Circuit Court	CHICK FIL A	407845	11/18/04	12/3/2004	88.16	1048763	101
Circuit Court	TOM HATCHER	407980	JURY	12/10/2004	530.00	1049275	101

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Circuit Court	GONDOLIER ITALIAN RESTAURANT	407914	11/17/04	12/10/2004	82.82	1049221	101
Circuit Court	REX ROBERT DAVIS	408391	12/1/04	12/17/2004	50.00	1049687	101
Circuit Court	TOM HATCHER	408374	JURY	12/17/2004	120.00	1049704	101
Circuit Court	LARRY E. CUMMINGS	408392	12/6/04	12/17/2004	50.00	1049666	101
Circuit Court	TOM HATCHER	408728	JURY	12/29/2004	10.00	1050017	101
Circuit Court	TOM HATCHER	408729	JURY	12/29/2004	1830.00	1050017	101
Circuit Court Clerk	PORTIA ABBOTT	407849	11/30/04	12/3/2004	26.24	1048846	101
Circuit Court Clerk	LISA HIPPS	407850	11/30/04	12/3/2004	12.10	1048825	101
Circuit Court Clerk	PAT GLASPIE	407961	11/30/04	12/10/2004	15.12	1049247	101
Circuit Court Clerk	PORTIA ABBOTT	408652	REIMB	12/17/2004	8.00	1049683	101
Circuit Court Clerk	SUNTRUST BANK CARD	408837	EMBASSY SUITES,	12/27/2004	114.91	1049918	101
County Buildings	F M GEORGE SAFE & LOCK INC	408080	97537	12/10/2004	37.53	1049214	101
County Clerk	BLOUNT COUNTY HIGHWAY DEPT	407894	1137	12/10/2004	49.61	1049190	101
County Clerk	MATTHEW BENDER & CO INC	407956	99092714	12/10/2004	45.45	1049243	101
County Executive	BLOUNT COUNTY HIGHWAY DEPT	407831	1135	12/3/2004	146.33	1048749	101
County Executive	PAT JAMES	407611	REIMB	12/3/2004	17.95	1048839	101
County Executive	THE DAILY TIMES	407922	002251	12/10/2004	114.00	1049269	101
County Executive	VIRGINIA C MORTON	407924	REIMBURSE	12/10/2004	6.56	1049281	101
County Executive	ANGEL L MONROE	407971	REIMB	12/10/2004	37.00	1049183	101
County Executive	KATHY SHIELDS	407897	REIMBURSE	12/10/2004	21.72	1049231	101
County Executive	BOYD'S SPORTS & MORE	407940	396314	12/10/2004	39.95	1049192	101
County Executive	KLIMAS STUDIO	408621	PORTRAITS	12/17/2004	10.00	1049662	101
County Executive	SUNTRUST BANK CARD	408838	KMART	12/27/2004	49.99	1049918	101
County Executive	THE KIWANIS CLUB OF MARYVILLE	408867	1177580	12/29/2004	87.00	1050015	101
County Executive	SUNTRUST BANK CARD	408858	U.T.	12/29/2004	-225.00	1050011	101
Drug Control	VILLAGE VETERINARY HOSPITAL	407942	25236,	12/10/2004	615.25	22049302	122
Drug Court	THERESA IRWIN	408081	12/2-5/04	12/10/2004	183.04	28049306	128
Drug Court	D KELLY THOMAS JR	408543	12/7-8/04	12/17/2004	62.42	28049733	128
Drug Court	MIKE FLYNN	408544	12/7-9/04	12/17/2004	75.92	28049741	128
Drug Court	THERESA IRWIN	408541	12/7-9/04	12/17/2004	75.92	28049743	128
Drug Court	TAMMY HARRINGTON	408511	12/7-8/04	12/17/2004	62.42	28049742	128
Drug Court	BEVERLY G KERR	408540	12/7-9/04	12/17/2004	75.92	28049732	128
Drug Court	JUANITA SWAFFORD	408510	12/7-8/04	12/17/2004	62.42	28049737	128
Drug Court	EARTHLINK INC.	408367	201821692	12/17/2004	29.90	28049734	128
Drug Court	MACK GARNER	408539	12/7-8/04	12/17/2004	62.42	28049740	128
Drug Court	HILDE PHIPPS	408509	12/7-8/04	12/17/2004	36.50	28049736	128
Drug Court	KIM BERRY	408538	12/7-8/04	12/17/2004	66.74	28049739	128
Drug Court	FEDERAL EXPRESS CORP	408870	787759985	12/29/2004	16.87	28050035	128
Drug Court	U S CELLULAR	408868	810589585027	12/29/2004	136.75	28050036	128
Drug Enforcement	SUNTRUST BANK CARD	407696	DOUBLETREE, TEXACO,	12/2/2004	133.69	30048713	307

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Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	407722	8659777266	12/3/2004	314.52	30049105	307
Drug Enforcement	POWELL T. MEEK	407724	11/04	12/3/2004	650.00	30049113	307
Drug Enforcement	POWELL T. MEEK	407724	11/04	12/3/2004	100.00	30049113	307
Drug Enforcement	MCI WORLDCOM	407723	786-57260411	12/3/2004	43.60	30049110	307
Drug Enforcement	BLOUNT COUNTY TRUSTEE	407902	2ND QTR.	12/10/2004	6750.00	30049487	307
Drug Enforcement	BLOUNT COUNTY TRUSTEE	408142	SUP/10&11	12/10/2004	90.35	30049487	307
Drug Enforcement	BLOUNT COUNTY CLERK	408146	TAGS/TITLE	12/10/2004	18.50	30049486	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	408144	8659815059	12/10/2004	56.88	30049485	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	408145	8656811953	12/10/2004	52.30	30049485	307
Drug Enforcement	ARCH COMMUNICATIONS	408143	N7174162L	12/10/2004	137.14	30049484	307
Drug Enforcement	ATMOS ENERGY	408599	5010610170945	12/17/2004	24.75	30049861	307
Drug Enforcement	NEXTEL SOUTH CORP	408771	273180413034	12/22/2004	422.46	30049899	307
Drug Enforcement	SUNTRUST BANK CARD	408831	WEIGELS	12/27/2004	40.00	30049926	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	408991	8659777266	12/29/2004	322.81	30050093	307
Drug Enforcement	MCI WORLDCOM	408992	78657260412	12/29/2004	40.81	30050095	307
Drug Enforcement	CNA SURETY	408787	60158426131	12/29/2004	275.26	30050094	307
Election Commission	BECKY BRADSHAW	408386	12/8-10/04	12/17/2004	33.98	1049616	101
Election Commission	BRUCE S. GORENFLO	408618	12/8-10/04	12/17/2004	38.30	1049626	101
Emergency Management	BLOUNT COUNTY HIGHWAY DEPT	407851	1139	12/3/2004	118.92	1048749	101
Employee Benefits	AMERICAN FIDELITY BANK	407711	12/01 INMATES	12/2/2004	66.36	64048712	264
Employee Benefits	AMERICAN FIDELITY BANK	407846	W/C	12/3/2004	75000.00	26049104	266
Employee Benefits	JAMES MICHAEL ELLINGTON	407697	1104	12/3/2004	2730.00	64049103	264
Employee Benefits	AMERICAN FIDELITY BANK	407864	12-01	12/7/2004	10759.70	65046484	265
Employee Benefits	AMERICAN FIDELITY BANK	407865	12-01	12/7/2004	127081.93	64046483	264
Employee Benefits	AMERICAN FIDELITY BANK	407939	12-01DI	12/7/2004	110.82	64049131	264
Employee Benefits	HEALTH COST SOLUTIONS	407866	DEC	12/7/2004	34819.95	64046482	264
Employee Benefits	HEALTH COST SOLUTIONS	407866	DEC	12/7/2004	21707.28	64046482	264
Employee Benefits	AMERICAN FIDELITY BANK	407972	ADVRX	12/10/2004	85802.95	64049479	264
Employee Benefits	AMERICAN FIDELITY BANK	408242	12/09 M	12/10/2004	228720.32	64049479	264
Employee Benefits	AMERICAN FIDELITY BANK	408243	12/09 D	12/10/2004	14918.91	65049482	265
Employee Benefits	AMERICAN FIDELITY BANK	408244	12/09 DI	12/10/2004	55.41	64049479	264
Employee Benefits	SEDGWICK CLAIMS MANAGEMENT SERVICES	408038	26434	12/10/2004	8504.00	26049483	266
Employee Benefits	AMERICAN FIDELITY BANK	408079	INMATES	12/10/2004	3876.27	64049480	264
Employee Benefits	HEALTHCARE-HORIZONS	407912	1202049950	12/10/2004	12500.00	64049481	264
Employee Benefits	AMERICAN FIDELITY BANK	408714	12-14D	12/17/2004	8842.60	65049860	265
Employee Benefits	AMERICAN FIDELITY BANK	408715	12-14-04	12/17/2004	193810.50	64049857	264
Employee Benefits	AMERICAN FIDELITY BANK	408628	PR1	12/17/2004	14.88	64049858	264
Employee Benefits	AMERICAN FIDELITY BANK	408629	PR3	12/17/2004	8.50	64049858	264
Employee Benefits	AMERICAN FIDELITY BANK	408630	PR3	12/17/2004	14.88	64049858	264
Employee Benefits	AMERICAN FIDELITY BANK	408631	HCS/DIS	12/17/2004	3.48	64049858	264

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Employee Benefits	AMERICAN FIDELITY BANK	408632	HCS/DIS	12/17/2004	1.99	64049858	264
Employee Benefits	AMERICAN FIDELITY BANK	408633	HCS/DIS	12/17/2004	3.48	64049858	264
Employee Benefits	AMERICAN FIDELITY BANK	408548	INMATES	12/17/2004	747.77	64049859	264
Employee Benefits	AMERICAN FIDELITY BANK	408796	RX/12/17	12/27/2004	96801.74	64049906	264
Employee Benefits	AMERICAN FIDELITY BANK	408797	MED/DI	12/27/2004	204150.40	64049906	264
Employee Benefits	AMERICAN FIDELITY BANK	408798	DENTAL	12/27/2004	15666.95	65049908	265
Employee Benefits	AMERICAN UNITED LIFE INSURANCE CO	408799	1/05-LIFE	12/27/2004	16069.20	64049907	264
Employee Benefits	AMERICAN FIDELITY BANK	408874	2-15139171	12/29/2004	75000.00	26050091	266
Federal Projects	SCIENCE RESEARCH ASSOC	407830	E265401A04	12/3/2004	1.03	42049056	142
Federal Projects	VERA YODER	407592	11/16-19/04	12/3/2004	213.02	42049063	142
Federal Projects	GENE HUFFSTETLER	407613	10/19-21/04	12/3/2004	308.30	42049036	142
Federal Projects	GENE HUFFSTETLER	407707	11/19/04	12/3/2004	41.04	42049036	142
Federal Projects	BLOUNT COUNTY TRUSTEE	407925	DEPOSIT	12/10/2004	883.40	42049419	142
Federal Projects	EDITH PACK	407879	NOV.04	12/10/2004	95.00	42049423	142
Federal Projects	JANE S MORTON	408140	12/1-2/04	12/10/2004	773.91	42049427	142
Federal Projects	P & S SCHOOL, OFFICE & ART SUPPLY	408149	618140	12/10/2004	4.76	42049431	142
Federal Projects	CAROLE GWEN HOLT	407949	004	12/10/2004	896.10	42049420	142
Federal Projects	CLAUDIA ERWIN	408036	11/30-12/1/04	12/10/2004	139.15	42049422	142
Federal Projects	JENNIFER SAWYER	407877	NOV.04	12/10/2004	86.38	42049428	142
Federal Projects	SHERRI BLAIR	407878	NOV.04	12/10/2004	22.14	42049435	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408577	TRANSFERS	12/17/2004	458.44	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408577	TRANSFERS	12/17/2004	28.43	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408577	TRANSFERS	12/17/2004	6.65	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408577	TRANSFERS	12/17/2004	20.19	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408578	TRANSFERS	12/17/2004	985.22	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408578	TRANSFERS	12/17/2004	33.60	42049816	142
Federal Projects	BLOUNT COUNTY TRUSTEE	408578	TRANSFERS	12/17/2004	7.85	42049816	142
Federal Projects	BLOUNT MEMORIAL HOSPITAL INC	408522	11/04	12/17/2004	13539.87	42049817	142
Federal Projects	DAVID COOK	408521	12/9/04	12/17/2004	8.00	42049819	142
Federal Projects	ROBIN HENRY	408513	12/9/04	12/17/2004	33.60	42049830	142
Federal Projects	CHARLES JACK ROBERTS	408512	12/9/04	12/17/2004	47.80	42049818	142
Federal Projects	MICHAEL BAUMANN	408550	11/3-7/04	12/17/2004	535.50	42049828	142
Federal Projects	K C HAWORTH	408549	11/3-6/04	12/17/2004	129.00	42049824	142
Federal Projects	HEATHER BRADBURN	408604	12/9/04	12/17/2004	37.30	42049822	142
Federal Projects	TWILA SCOTT	408788	12/09/04	12/29/2004	38.66	42050078	142
Federal Projects	SANDRA BELL	408724	12/5-7/04	12/29/2004	257.04	42050074	142
Federal Projects	SANDRA BELL	408726	12/9/04	12/29/2004	8.00	42050074	142
Federal Projects	SHARON A TEFFETELLER	408747	58&63-1/7/05	12/29/2004	5816.74	42050075	142
Federal Projects	KERRY HALL	408725	11/14-16/04	12/29/2004	267.33	42050072	142
Federal Projects	KAREN BALSINGER	408785	12/09/04	12/29/2004	26.50	42050071	142

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Federal Projects	JANE PATE	408733	12/9/04	12/29/2004	8.00	42050070	142
Federal Projects	CARMEN BRAMBLETT	408790	12/09/04	12/29/2004	32.52	42050069	142
Federal Projects	STAR LIMOUSINE SERVICE	408746	77-1/7/05	12/29/2004	2908.37	42050076	142
Field Line Inspection	GARY FERGUSON	407640	11/30/04	12/3/2004	456.48	1048790	101
Field Line Inspection	GREGORY A. MOYERS	407641	11/30/04	12/3/2004	401.40	1048793	101
Field Line Inspection	GUY WALKER	407638	11/30/04	12/3/2004	281.88	1048794	101
Field Line Inspection	J MICHAEL DOSSETT	407639	11/30/04	12/3/2004	380.52	1048807	101
Field Line Inspection	BELLSOUTH TELECOMMUNICATIONS INC	407923	681-9301	12/10/2004	468.12	1049189	101
Field Line Inspection	MAIL PROCESSING CENTER INC	408368	11/26/04	12/17/2004	59.47	1049672	101
Field Line Inspection	SUNTRUST BANK CARD	408830	CHICK-FIL-A	12/27/2004	38.39	1049918	101
Field Line Inspection	U S CELLULAR	408732	8657051525,	12/29/2004	112.67	1050018	101
General County Debit Ser	AMERICAN FIDELITY BANK	407856	2000-1204	12/3/2004	4796.72	51049099	151
General County Debit Ser	AMERICAN FIDELITY BANK	407856	2000-1204	12/3/2004	150.00	51049099	151
General County Debit Ser	AMERICAN FIDELITY BANK	407856	2000-1204	12/3/2004	200000.00	51049099	151
General County Debit Ser	AMERICAN FIDELITY BANK	407857	20040456412	12/3/2004	222.60	51049099	151
General County Debit Ser	AMERICAN FIDELITY BANK	408241	A-1-A/2004	12/10/2004	998.73	51049474	151
General County Debit Ser	SUNTRUST	407861	136350	12/17/2004	3360.11	51049854	151
General Sessions Court	TOM HATCHER	407589	ABC	12/3/2004	5509.00	1048874	101
General Sessions Court	BLOUNT COUNTY HIGHWAY DEPT	407920	1138	12/10/2004	74.67	1049190	101
General Sessions Court	TOM HATCHER	407962	ABC	12/10/2004	5229.00	1049274	101
General Sessions Court	TOM HATCHER	408596	ABC	12/17/2004	5334.00	1049703	101
General Sessions Court	KNOXVILLE AREA COMMUNITY CENTER	408371	C110401	12/17/2004	144.00	1049664	101
General Welfare Assistan	BLOUNT COUNTY EDUCATION FOUNDATION	407855	NOV.04	12/3/2004	13725.00	1048747	101
General Welfare Assistan	SMITH MORTUARY COMPANY INC	408381	2004-322	12/17/2004	650.00	1049693	101
General Welfare Assistan	MEMORIAL FUNERAL HOME, INC	408775	R.L.HILL	12/29/2004	450.00	1049989	101
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	407842	30525302	12/3/2004	29.62	31048920	131
Highway	PITNEY BOWES INC	406422	352517	12/3/2004	42.24	31048929	131
Highway	KNOXVILLE UTILITIES BOARD	407590	12451	12/3/2004	66.43	31048925	131
Highway	U S CELLULAR	407833	8652166923,	12/3/2004	240.63	31048938	131
Highway	HARRISON CONSTRUCTION CO	408245	8089	12/10/2004	43792.21	31049134	131
Highway	HARRISON CONSTRUCTION CO	408246	3325	12/10/2004	37109.24	31049134	131
Highway	MOMENTUM BUSINESS SOLUTIONS	407915	2557959	12/10/2004	345.02	31049311	131
Highway	CITY OF ALCOA	408387	290027001,	12/17/2004	122.11	31049748	131
Highway	CITY OF ALCOA	408387	290027001,	12/17/2004	12.95	31049748	131
Highway	ANDERSON LUMBER CO	408535	519436	12/17/2004	29.25	31049745	131
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	408382	37032401	12/17/2004	32.51	31049750	131
Highway	OFFICE DEPOT	408388	265982766001	12/17/2004	41.01	31049756	131
Highway	U S CELLULAR	408636	8652547593,	12/17/2004	70.54	31049761	131
Highway	U S CELLULAR	408637	8652547592,	12/17/2004	88.16	31049761	131
Highway	T-JAC ENTERPRISES	408616	COFFEE,	12/17/2004	45.75	31049759	131

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Highway	METROCALL INC	408385	37345956	12/17/2004	71.32	31049755	131
Highway	SMITH & SONS PRINTERS INC	408390	106532	12/17/2004	30.00	31049758	131
Highway	WINSBORO SPECIALTY PARTS INT'L	408384	75830	12/17/2004	22.17	31049764	131
Highway	CITY OF ALCOA	408720	351013501,	12/22/2004	1000.43	31049891	131
Highway	CITY OF ALCOA	408720	351013501,	12/22/2004	128.32	31049891	131
Human Resources	JODIE KING	407720	11/18/04	12/3/2004	8.91	1048815	101
Human Resources	CATHY BEST	407721	11/18/04	12/3/2004	8.16	1048760	101
Human Resources	BETSY FOXX	408755	REIMBURSE	12/20/2004	81.71	1049140	101
Hwy Safety Grant-Sheriff	SUNTRUST BANK CARD	408846	SILVER POINT, TN.	12/27/2004	30.00	1049918	101
Hwy Safety Grant-Sheriff	SUNTRUST BANK CARD	408847	RACEWAY, LITTLE GENERA	12/27/2004	330.00	1049918	101
Information Technology	BLOUNT COUNTY HIGHWAY DEPT	407832	1140	12/3/2004	18.96	1048749	101
Information Technology	OFFICE DEPOT	408546	267056292001	12/17/2004	24.06	1049680	101
Information Technology	SHARON BAKER	408517	12/9/04	12/17/2004	32.00	1049691	101
Inspection & Regulation	CITY OF MARYVILLE	407704	320033000,	12/3/2004	1084.98	1048766	101
Inspection & Regulation	ARAMARK INC	407705	5234549178	12/3/2004	20.36	1048735	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	407703	8655221333	12/3/2004	13.08	1048827	101
Inspection & Regulation	GAY MILLER	407945	11/30/04	12/10/2004	15.12	1049218	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	407957	8655221333	12/10/2004	162.76	1049189	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	407958	8659834582	12/10/2004	519.46	1049189	101
Inspection & Regulation	QUEST DIAGNOSTICS	407960	9106367536	12/10/2004	93.69	1049251	101
Inspection & Regulation	ANITA BOLINGER	407946	11/30/04	12/10/2004	178.20	1049184	101
Inspection & Regulation	KEVIN MCKENZIE	407948	11/30/04	12/10/2004	82.08	1049234	101
Inspection & Regulation	JENNIFER L. PRIANO	407987	11/30/04	12/10/2004	231.84	1049229	101
Inspection & Regulation	POSTMASTER	408526	12/RENT	12/17/2004	220.00	1049684	101
Inspection & Regulation	ARAMARK INC	408520	5234559290	12/17/2004	20.36	1049613	101
Inspection & Regulation	FOREIGN LANGUAGE ACADEMY	408552	ARAB/INTERP	12/17/2004	40.00	1049643	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	408768	6159834582	12/22/2004	86.03	1049889	101
Insurance/Risk Managemen	SUNTRUST BANK CARD	408826	BEST WESTERN	12/27/2004	496.00	1049918	101
Jail	BLOUNT COUNTY TRUSTEE	407604	11/23 INMATES	12/3/2004	110.25	1048751	101
Jail	DAVID K CALVERT MD	407621	10-11/04	12/3/2004	4053.34	1048777	101
Jail	WILLIAM J KENNEY PHD	407643	7/EVALUATIONS	12/3/2004	1050.00	1048884	101
Jail	BLOUNT MEMORIAL HOSPITAL	407595	27042511	12/3/2004	183.00	1048752	101
Jail	JASON FELTS	407853	11/29/04	12/3/2004	22.00	1048813	101
Jail	JAMES KELLY ROBERTS III	407601	1127	12/3/2004	6269.72	1048811	101
Jail	LECONTE RADIOLOGY	407593	2704251,	12/3/2004	135.00	1048823	101
Jail	LAW ENFORCEMENT SERVICES INC	407620	041170,	12/3/2004	350.00	1048822	101
Jail	DIAMOND PHARMACY SERVICES	407644	41031Q2	12/3/2004	11939.48	1048782	101
Jail	DIAMOND PHARMACY SERVICES	407645	40731Q2	12/3/2004	12196.34	1048782	101
Jail	BLOUNT COUNTY TRUSTEE	407886	12/01 INMATES	12/10/2004	66.36	1049191	101
Jail	QUALITY MOBILE MEDICAL SERVICES INC	407975	2018,4394,	12/10/2004	1138.70	1049250	101

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Jail	JAMES KELLY ROBERTS III	407944	1128	12/10/2004	6235.77	1049227	101
Jail	BLOUNT COUNTY TRUSTEE	408360	INMATES	12/17/2004	3876.27	1049622	101
Jail	LOWE'S DRUG INC	408361	33 CLAIMS	12/17/2004	978.57	1049670	101
Jail	BLOUNT MEMORIAL HOSPITAL INC	408378	55970,	12/17/2004	185.50	1049623	101
Jail	ALLEN RUSSELL	408615	12/5-10/04	12/17/2004	123.00	1049609	101
Jail	JAMES KELLY ROBERTS III	408606	1129	12/17/2004	6772.92	1049655	101
Jail	LAW ENFORCEMENT SERVICES INC	408610	141242,	12/17/2004	100.00	1049667	101
Jail	WADE YOUNG	408514	12/6/04	12/17/2004	14.00	1049712	101
Jail	JARED BAKER	408515	12/6/04	12/17/2004	14.00	1049658	101
Jail	BLOUNT COUNTY TRUSTEE	408767	INMATES	12/22/2004	747.77	1049884	101
Jail	SUNTRUST BANK CARD	408848	FAMILY PANTRY,	12/27/2004	68.82	1049918	101
Jail	SUNTRUST BANK CARD	408849	MAPCO EXPRESS	12/27/2004	44.00	1049918	101
Jail	SUNTRUST BANK CARD	408850	ROADRUNNER	12/27/2004	15.70	1049918	101
Jail	SUNTRUST BANK CARD	408851	STATE LINE MARKET	12/27/2004	12.00	1049918	101
Jail	SUNTRUST BANK CARD	408853	LEBANON TIGERMART	12/27/2004	26.53	1049918	101
Jail	RODNEY MYERS	408730	12/10/04	12/29/2004	28.00	1050002	101
Jail	JOSH ANTRAS	408731	1286/04	12/29/2004	28.00	1049980	101
Jail	JOSH ANTRAS	408865	12/18/04	12/29/2004	14.00	1049980	101
Jail	JAMES KELLY ROBERTS III	408772	1130	12/29/2004	7190.87	1049977	101
Jail	LAW ENFORCEMENT SERVICES INC	408793	04-1246	12/29/2004	150.00	1049986	101
Jail	DIAMOND PHARMACY SERVICES	408781	41130Q2	12/29/2004	15045.90	1049961	101
Juvenile Court	AMANDA G. MAY	407606	NOV.04	12/3/2004	36.72	1048732	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	407905	11/30/04	12/10/2004	33.12	1049206	101
Juvenile Court	DHL EXPRESS(USA) INC.	407981	J3968720	12/10/2004	14.00	1049209	101
Juvenile Court	TOM HATCHER	408595	ABC	12/17/2004	23485.00	1049703	101
Juvenile Court	DHL EXPRESS(USA) INC.	408594	J6483234	12/17/2004	14.00	1049638	101
Juvenile Services	LOWE'S DRUG INC	408361	33 CLAIMS	12/17/2004	45.84	1049670	101
Medical Examiner	UNIVERSITY PATHOLOGISTS PC	407921	112004-01	12/10/2004	2600.00	1049280	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	407918	9289	12/10/2004	75.00	1049188	101
Medical Examiner	BLOUNT PATHOLOGISTS PLLC	408861	10-11-12/04	12/29/2004	3000.00	1049946	101
Medical Examiner	SAINT LOUIS UNIVERSITY	408862	T510003,	12/29/2004	1000.00	1050003	101
Medical Personnel	SHANNON BOGGS	408151	11/17/04	12/10/2004	41.40	1049260	101
Medical Personnel	CARRIE A. PAULSON	407991	11/30/04	12/10/2004	165.15	1049196	101
Medical Personnel	CYNTHIA JOHNSON RN	407947	11/29-30/04	12/10/2004	20.16	1049207	101
MISCELLANEOUS	UNITED PARCEL SERVICE	407598	F63726474	12/3/2004	65.21	1048881	101
MISCELLANEOUS	U S CELLULAR	407599	705-2424,705-2434	12/3/2004	336.58	1048879	101
MISCELLANEOUS	U S CELLULAR	407619	1-25919117	12/3/2004	2181.73	1048879	101
MISCELLANEOUS	U S CELLULAR	407844	216-0398,216-1994,	12/3/2004	1214.38	1048879	101
MISCELLANEOUS	METROCALL INC	407708	37345929	12/3/2004	72.44	1048830	101
MISCELLANEOUS	UNISHIPPERS	407843	1000694310	12/3/2004	23.50	1048880	101

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MISCELLANEOUS	LAMAR AMBURN PRODUCE	407896	9187-30	12/10/2004	47.99	1049180	101
MISCELLANEOUS	CITY OF MARYVILLE	407916	320034200,320034000	12/10/2004	159.79	1049200	101
MISCELLANEOUS	CITY OF MARYVILLE	407917	303018400,303018000,	12/10/2004	77.03	1049200	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	407893	983-7892	12/10/2004	117.96	1049189	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	407895	983-9749	12/10/2004	66.37	1049189	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	407913	982-2724	12/10/2004	40.81	1049189	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	407959	8656814385	12/10/2004	202.85	1049189	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	407963	865M456715	12/10/2004	599.24	1049189	101
MISCELLANEOUS	SEDGWICK CLAIMS MANAGEMENT SERVICES	408037	26434	12/10/2004	2126.00	26049478	263
MISCELLANEOUS	METROCALL INC	407887	37348123	12/10/2004	2564.63	1049244	101
MISCELLANEOUS	U S LEC OF TENNESSEE INC	407938	6065998	12/10/2004	3826.96	1049278	101
MISCELLANEOUS	CITY OF ALCOA	408394	460032601	12/17/2004	18.68	1049632	101
MISCELLANEOUS	CITY OF MARYVILLE	408393	333	12/17/2004	937.50	1049633	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	408380	8656818925	12/17/2004	40.75	1049617	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	408395	865M451607	12/17/2004	212.00	1049617	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	408534	8659825123	12/17/2004	81.48	1049617	101
MISCELLANEOUS	UNITED PARCEL SERVICE	408609	F63726494	12/17/2004	105.93	1049710	101
MISCELLANEOUS	U S CELLULAR	408370	8653622630	12/17/2004	27.42	1049708	101
MISCELLANEOUS	U S CELLULAR	408372	8655569334	12/17/2004	104.50	1049708	101
MISCELLANEOUS	U S CELLULAR	408607	8656795250	12/17/2004	27.60	1049708	101
MISCELLANEOUS	LUCENT TECHNOLOGIES INC.	408533	8659825123	12/17/2004	25.33	1049671	101
MISCELLANEOUS	MAIL PROCESSING CENTER INC	408377	11/26/04	12/17/2004	7208.14	1049672	101
MISCELLANEOUS	NEXTEL SOUTH CORP	408620	307180416034	12/17/2004	32.73	1049678	101
MISCELLANEOUS	NEXTEL SOUTH CORP	408653	901580410	12/17/2004	742.05	1049678	101
MISCELLANEOUS	UNISHIPPERS	408619	1-756403	12/17/2004	22.79	1049709	101
MISCELLANEOUS	FORT LOUDOUN ELECTRIC COOPERATIVE	408770	71316402	12/22/2004	43.49	1049887	101
MISCELLANEOUS	AT&T WIRELESS	408769	8653685986	12/22/2004	34.90	1049882	101
MISCELLANEOUS	CITY OF MARYVILLE	408763	225911000,225930700	12/22/2004	36.06	1049885	101
MISCELLANEOUS	NEXTEL SOUTH CORP	408765	507680415034	12/22/2004	3752.22	1049890	101
MISCELLANEOUS	SUNTRUST BANK CARD	408835	WALMART	12/27/2004	72.62	1049918	101
MISCELLANEOUS	SUNTRUST BANK CARD	408839	BIG LOTS	12/27/2004	14.98	1049918	101
MISCELLANEOUS	AMERICAN FIDELITY BANK	408871	2-15139210	12/29/2004	75000.00	26050090	263
MISCELLANEOUS	GTE WIRELESS/VERIZON	408736	1034754379	12/29/2004	36.95	1049971	101
MISCELLANEOUS	FORT LOUDOUN ELECTRIC COOPERATIVE	408859	79826381	12/29/2004	14.66	1049968	101
MISCELLANEOUS	CITY OF MARYVILLE	408998	303018400,303018000,	12/29/2004	79.80	1049957	101
MISCELLANEOUS	CITY OF MARYVILLE	408999	320034200,320034000	12/29/2004	404.20	1049957	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	408860	8659822724	12/29/2004	41.45	1049943	101
MISCELLANEOUS	U S CELLULAR	408727	8656809091	12/29/2004	31.01	1050018	101
MISCELLANEOUS	U S CELLULAR	408863	8652160398,	12/29/2004	941.00	1050018	101
Other General Admin	CRAWFORD, CRAWFORD & NEWTON	408545	11-04	12/15/2004	7193.00	1049137	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Parks & Fairs Boards	RECREATION & PARKS COMMISSION	408780	FY 2004-05	12/29/2004	138965.00	1049999	101
PBA	BLOUNT COUNTY PUBLIC BUILDING	407827	21618730,	12/3/2004	11583.00	89049101	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	407827	21618730,	12/3/2004	20586.02	89049101	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	407827	21618730,	12/3/2004	467.57	89049101	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408150	04163,	12/10/2004	-7886.84	89049476	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408150	04163,	12/10/2004	14186.12	89049476	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408150	04163,	12/10/2004	263.90	89049476	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408712	22H2560320,	12/17/2004	652.14	89049856	189
PBA	BIOS INC.	408039	04152	12/17/2004	1105.00	89049855	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408997	1052,10649,	12/29/2004	135806.42	89050088	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	408997	1052,10649,	12/29/2004	443.38	89050088	189
Planning	JOHN LAMB	407591	NOV.04	12/3/2004	25.02	1048816	101
Planning	AMERICAN PLANNING ASSOCIATION	408773	98694	12/29/2004	293.00	1049940	101
Planning	AMERICAN PLANNING ASSOCIATION	408774	76541	12/29/2004	843.00	1049940	101
Property Assessors Offic	DAVID EASTER	407836	10/22/04	12/3/2004	3.96	1048775	101
Property Assessors Offic	DAVID EASTER	407837	11/19/04	12/3/2004	52.20	1048775	101
Property Assessors Offic	DAVID WEAVER	407840	11/15/04	12/3/2004	40.32	1048778	101
Property Assessors Offic	DANIEL J. PERKINS	407839	11/30/04	12/3/2004	25.92	1048774	101
Property Assessors Offic	PHIL WILLIAMS	407838	11/19/04	12/3/2004	31.68	1048841	101
Property Assessors Offic	BLOUNT COUNTY HIGHWAY DEPT	407889	1147	12/10/2004	21.54	1049190	101
Property Assessors Offic	KIMBERLY FRANTZ	407985	11/18/04	12/10/2004	8.00	1049236	101
Property Assessors Offic	SUNTRUST BANK CARD	408836	KWIK PANTRY,MR.GAS,	12/27/2004	33.60	1049918	101
Property Assessors Offic	SUNTRUST BANK CARD	408836	KWIK PANTRY,MR.GAS,	12/27/2004	79.63	1049918	101
Property Assessors Offic	THE KIWANIS CLUB OF MARYVILLE	408866	1229608	12/29/2004	24.00	1050015	101
Property Assessors Offic	JAMES C. SNELL	408734	12/13/04	12/29/2004	14.00	1049976	101
Property Tax Reappraisal	TIM HELTON	407841	11/1/04	12/3/2004	21.96	1048872	101
Property Tax Reappraisal	BOBBY R. STINNETT	407835	11/2/04	12/3/2004	22.32	1048754	101
Property Tax Reappraisal	SUNTRUST BANK CARD	408836	KWIK PANTRY,MR.GAS,	12/27/2004	48.00	1049918	101
Property Tax Reappraisal	BOBBY R. STINNETT	408786	12/13/04	12/29/2004	14.00	1049948	101
Public Library	CITY OF MARYVILLE	407695	260414403,	12/3/2004	8883.27	15048891	115
Public Library	MATTHEW BENDER & CO INC	407706	93625154,	12/3/2004	138.80	15048900	115
Public Library	FORT LOUDOUN REGIONAL LIBRARY	407694	DSLBLN2004	12/3/2004	178.16	15048894	115
Public Library	ANGELA SELF	407596	11/23/04	12/3/2004	35.81	15048886	115
Public Library	CAROL THOMAS	407597	11/23/04	12/3/2004	8.00	15048890	115
Public Library	JOHN FOLEY	407691	11/04	12/3/2004	60.00	15048897	115
Public Library	DEBORAH D YARNELL	407688	11/04	12/3/2004	420.00	15048892	115
Public Library	MATTHEW F JACKSON	407689	11/04	12/3/2004	180.00	15048901	115
Public Library	ROBERT PETTY	407692	11/04	12/3/2004	180.00	15048905	115
Public Library	BRETT R. HALL	407690	11/04	12/3/2004	240.00	15048889	115
Public Library	J SCOTT SPICER	407693	11/04	12/3/2004	180.00	15048896	115

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Public Library	THE GALE GROUP INC	407978	1368156,	12/10/2004	534.46	15049295	115
Public Library	THE GALE GROUP INC	407979	137107830,	12/10/2004	467.99	15049295	115
Public Library	JOAN VANSICKLE SLOAN	407892	11/23/04	12/10/2004	36.42	15049288	115
Public Library	U S LEC OF TENNESSEE INC	407977	6068029	12/10/2004	850.41	15049296	115
Public Library	DEBORAH BARNETT	407890	9/04-11/04	12/10/2004	23.04	15049287	115
Public Library	DEBORAH BARNETT	407891	11/24/04	12/10/2004	31.76	15049287	115
Public Library	DUN & BRADSTREET US	408597	11275204	12/17/2004	664.50	15049722	115
Public Library	RECORDED BOOKS INC	408598	2210337,	12/17/2004	1741.80	15049726	115
Public Library	WEISS RATINGS INC	408593	4163136,	12/17/2004	897.90	15049731	115
Public Library	BAKER & TAYLOR	408872	5005513624,	12/29/2004	127.21	15050025	115
Public Library	BAKER & TAYLOR	408873	5005513623,	12/29/2004	744.96	15050025	115
Public Library	ATMOS ENERGY	408869	102703	12/29/2004	1805.53	15050024	115
Purchasing	AMANDA VINCENT	408547	11/04	12/17/2004	3.38	1049610	101
Register of Deeds	A & W OFFICE SUPPLY	407702	11852830	12/3/2004	19.90	1048728	101
Register of Deeds	BOYD'S SPORTS & MORE	408864	148043	12/29/2004	40.00	1049949	101
Sanitation & Waste Remov	ATMOS ENERGY	407588	50461204224729630	12/3/2004	110.33	1048739	101
Schools	CITY OF ALCOA	407608	070076501,070078001,	12/3/2004	32792.55	41048955	141
Schools	CITY OF ALCOA	407615	080612001,	12/3/2004	834.73	41048955	141
Schools	CITY OF ALCOA	407615	080612001,	12/3/2004	515.85	41048955	141
Schools	CITY OF ALCOA	407637	0700770001,	12/3/2004	6511.29	41048955	141
Schools	BLOUNT COUNTY CHAMBER OF COMMERCE	407709	20562	12/3/2004	210.00	41048951	141
Schools	KEN WAHLERS	407630	11/30/04	12/3/2004	39.60	41048983	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	407634	32036501,	12/3/2004	23228.81	41048963	141
Schools	SMITH BUS LINES	407625	11/30/04	12/3/2004	265.20	41049013	141
Schools	KITTIE PONDER	407683	11/30/04	12/3/2004	159.84	41048987	141
Schools	CITY OF MARYVILLE	407635	325007407	12/3/2004	153.46	41048956	141
Schools	CITY OF MARYVILLE	407635	325007407	12/3/2004	74.84	41048956	141
Schools	CITY OF MARYVILLE	407636	320560000,	12/3/2004	1512.92	41048956	141
Schools	BETTY WAGNER	407629	11/30/04	12/3/2004	60.84	41048950	141
Schools	SOUTH BLOUNT UTILITY DIST	407616	28319000041	12/3/2004	1084.76	41049015	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	407617	8659779011	12/3/2004	20.31	41048949	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	407622	8659821268	12/3/2004	51.36	41048949	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	407719	865M421955	12/3/2004	10083.92	41048949	141
Schools	TN DEPT OF LABOR AND WORKFORCE	407633	6502226	12/3/2004	3317.99	41049027	141
Schools	TN DEPT OF LABOR AND WORKFORCE	407642	6502219	12/3/2004	213.17	41049027	141
Schools	UNITED PARCEL SERVICE	407628	4RW236474	12/3/2004	5.22	41049029	141
Schools	KEVIN W SHEPHERD	407607	11778	12/3/2004	995.62	41048986	141
Schools	CAROL C ERGENBRIGHT	407614	11/3-5/04	12/3/2004	280.84	41048953	141
Schools	JUDY WILSON	407632	11/30/04	12/3/2004	48.60	41048980	141
Schools	LUCENT TECHNOLOGIES INC.	407618	6159828152	12/3/2004	766.70	41048991	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	THOMAS J JOHNSON	407627	11/4/04	12/3/2004	30.24	41049024	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	407624	L.TIPTON	12/3/2004	48.00	41049021	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	407626	7 PRINTS	12/3/2004	336.00	41049021	141
Schools	SUSAN LEE	407631	11/30/04	12/3/2004	163.08	41049019	141
Schools	JUDY A RUSSELL	407612	11/3-5/04	12/3/2004	292.84	41048979	141
Schools	CITY OF ALCOA	407911	270105201,270105401,	12/10/2004	10426.94	41049335	141
Schools	CITY OF ALCOA	408163	143300001,	12/10/2004	34702.42	41049335	141
Schools	CITY OF ALCOA	408164	140089501	12/10/2004	8379.65	41049335	141
Schools	CITY OF ALCOA	408164	140089501	12/10/2004	620.71	41049335	141
Schools	ALVIN HORD	407873	11/14-15/04	12/10/2004	45.00	41049357	141
Schools	BLOUNT COUNTY HIGHWAY DEPT	407874	1146	12/10/2004	2510.97	41049327	141
Schools	BLOUNT HEARING & SPEECH SERVICES IN	408157	FIT3919,	12/10/2004	788.00	41049329	141
Schools	JOHN CLABOUGH III	407932	FUEL ADJ.	12/10/2004	597.00	41049364	141
Schools	JOHN CLABOUGH III	408154	305	12/10/2004	150.00	41049364	141
Schools	LYNDA G LYDA	407906	NOV.04	12/10/2004	132.04	41049374	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	407934	33311551,33311541,	12/10/2004	638.45	41049348	141
Schools	MILDRED G DANIELS	407992	11/24/04	12/10/2004	35.50	41049379	141
Schools	FRIENDSVILLE CITY WATER WORKS	408160	217,220,	12/10/2004	429.91	41049350	141
Schools	SMITH BUS LINES	407930	FUEL ADJ.	12/10/2004	397.00	41049394	141
Schools	CITY OF MARYVILLE	407935	350368200,350368000,	12/10/2004	3350.45	41049336	141
Schools	CITY OF MARYVILLE	407937	350360000	12/10/2004	15.56	41049336	141
Schools	CITY OF MARYVILLE	407937	350360000	12/10/2004	1219.84	41049336	141
Schools	JUDITH RICE	407910	NOV.04	12/10/2004	212.04	41049365	141
Schools	OLLIE H BORING	407933	FUEL ADJ.	12/10/2004	144.50	41049385	141
Schools	SOUTH BLOUNT UTILITY DIST	408165	2732750057,	12/10/2004	4507.07	41049395	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	407970	865M422657	12/10/2004	1679.66	41049325	141
Schools	TUCKALEECHIE UTILITY	407936	0220100001,0220290001	12/10/2004	493.06	41049406	141
Schools	ATMOS ENERGY	408162	5016220324853516,	12/10/2004	6707.12	41049323	141
Schools	WILMA GILBERT	407994	11/29/04	12/10/2004	127.94	41049413	141
Schools	KAREN MOFFATT	407903	NOV.04	12/10/2004	41.40	41049366	141
Schools	TAMMY CASH	407909	NOV.04	12/10/2004	37.08	41049399	141
Schools	LEANN M. LAMBERT	407931	FUEL ADJ.	12/10/2004	1536.50	41049370	141
Schools	LAURA HAMONTREE	407974	11/23/04	12/10/2004	32.04	41049368	141
Schools	KAY BEST	407880	NOV.04	12/10/2004	54.00	41049367	141
Schools	BLOUNT MEMORIAL HOSPITAL INC	408161	55803	12/10/2004	344.00	41049331	141
Schools	ROBIN CELESTE COOK	407993	11/30/04	12/10/2004	76.97	41049391	141
Schools	LEANN HICKS	407883	NOV.04	12/10/2004	4.32	41049369	141
Schools	CLAUDIA ERWIN	407908	NOV.04	12/10/2004	35.89	41049337	141
Schools	GLENDA THOMAS	407870	NOV.04	12/10/2004	27.36	41049352	141
Schools	BLOUNT MEMORIAL HOSPITAL	407869	L.LAMBERT	12/10/2004	169.00	41049330	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	MARY JANE JONES	407989	11/30/04	12/10/2004	136.44	41049377	141
Schools	ELIZABETH ANN WIGLEY	407907	NOV.04	12/10/2004	42.04	41049345	141
Schools	SHARON A TEFFETELLER	407928	FUEL ADJ.	12/10/2004	339.00	41049393	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	408238	2 PRINTS	12/10/2004	96.00	41049400	141
Schools	DIANE BAIN	407868	NOV.04	12/10/2004	72.36	41049340	141
Schools	TROY LOGAN	407875	10/17-18/04	12/10/2004	95.70	41049405	141
Schools	WILLIAM MATTISON	407881	NOV.04	12/10/2004	63.00	41049411	141
Schools	FRANCINE L REYNOLDS	407973	11/24/04	12/10/2004	59.04	41049349	141
Schools	ISAAC EUGENE MCLEMORE	407927	FUEL ADJ.	12/10/2004	382.50	41049361	141
Schools	ALISA MOORE	407990	11/10/04	12/10/2004	27.36	41049318	141
Schools	ROBERT S KIRKHAM	407988	11/30/04	12/10/2004	73.80	41049390	141
Schools	STAR LIMOUSINE SERVICE	407929	FUEL ADJ.	12/10/2004	506.00	41049396	141
Schools	CHAD LOVEDAY	407884	NOV.04	12/10/2004	59.04	41049333	141
Schools	STEVE BROWN	407882	NOV.04	12/10/2004	33.48	41049398	141
Schools	JESS SMITH	407876	NOV.04	12/10/2004	49.68	41049363	141
Schools	GLENN VITALE	407871	NOV.04	12/10/2004	68.76	41049353	141
Schools	ANGELA KAYE CUNNINGHAM	407867	NOV.04	12/10/2004	3.96	41049322	141
Schools	DOWDLE PROPANE GAS CO	407976	2190	12/10/2004	185.80	41049342	141
Schools	DONNA JEANMILES	408155	TRANSPORT	12/10/2004	120.00	41049341	141
Schools	MOUNTAIN MEDICAL CORPORATION	408158	MATUSIEWICZ	12/10/2004	105.00	41049381	141
Schools	CHERYL J BAKER MA	408375	1136	12/17/2004	724.50	41049769	141
Schools	SOUTH BLOUNT UTILITY DIST	408525	3627321064,	12/17/2004	1442.44	41049803	141
Schools	ATMOS ENERGY	408523	50135341363787,	12/17/2004	1582.00	41049768	141
Schools	STATE OF TN DEPT OF ENV & CONSERV	408528	WMF29433	12/17/2004	500.00	41049806	141
Schools	LEANN M. LAMBERT	408518	50&78&94&94A-12/13/04	12/17/2004	6058.80	41049787	141
Schools	KAY BEST	408364	12/1-3/04	12/17/2004	20.00	41049783	141
Schools	KAY BEST	408364	12/1-3/04	12/17/2004	30.75	41049783	141
Schools	KEITH A. EARLEY	408365	12/1-3/04	12/17/2004	65.00	41049784	141
Schools	KEITH A. EARLEY	408365	12/1-3/04	12/17/2004	117.45	41049784	141
Schools	KEITH A. EARLEY	408617	12/14/04	12/17/2004	171.30	41049784	141
Schools	STATE OF TENNESSEE	408527	320661	12/17/2004	50.00	41049805	141
Schools	MAIL PROCESSING CENTER INC	408532	11/26/04	12/17/2004	244.71	41049791	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	408363	B. EDMOND	12/17/2004	48.00	41049808	141
Schools	SHIRLEY D HITSON	408605	TRANSPORT	12/17/2004	100.00	41049801	141
Schools	DAYTON C WOODY	408602	SERVICE	12/17/2004	21.06	41049774	141
Schools	LAURA OGLE-GRAHAM	408529	11/30/04	12/17/2004	61.56	41049786	141
Schools	LAURA OGLE-GRAHAM	408530	10/29/04	12/17/2004	51.84	41049786	141
Schools	DOWDLE PROPANE GAS CO	408524	8167,2190,	12/17/2004	3424.57	41049776	141
Schools	MIKEL G FRAZIER	408603	SERVICES	12/17/2004	250.00	41049795	141
Schools	SANDI PIERCE	408601	SERVICES	12/17/2004	48.60	41049800	141

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Schools	CATHY WILKERSON	408531	9/24/04	12/17/2004	4.32	41049772	141
Schools	CATHY WILKERSON	408537	12/6/04	12/17/2004	2.16	41049772	141
Schools	CITY OF ALCOA	408723	350366203,	12/22/2004	317.64	41049894	141
Schools	CITY OF ALCOA	408723	350366203,	12/22/2004	128.08	41049894	141
Schools	CITY OF ALCOA	408756	350365603	12/22/2004	7411.40	41049894	141
Schools	CITY OF ALCOA	408756	350365603	12/22/2004	544.13	41049894	141
Schools	CITY OF ALCOA	408758	350366101,	12/22/2004	3231.73	41049894	141
Schools	CITY OF ALCOA	408759	350366601,	12/22/2004	219.68	41049894	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	408761	73030601,	12/22/2004	1486.85	41049896	141
Schools	CITY OF MARYVILLE	408719	130630501	12/22/2004	534.62	41049895	141
Schools	CITY OF MARYVILLE	408721	130632400	12/22/2004	4677.20	41049895	141
Schools	CITY OF MARYVILLE	408721	130632400	12/22/2004	33.98	41049895	141
Schools	CITY OF MARYVILLE	408722	130629801,	12/22/2004	546.24	41049895	141
Schools	SOUTH BLOUNT UTILITY DIST	408757	15738791123,	12/22/2004	1690.51	41049898	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	408762	865M420931	12/22/2004	507.80	41049893	141
Schools	CITY OF ALCOA	408995	041001001,	12/29/2004	16611.02	41050048	141
Schools	JOHN CLABOUGH III	408741	51&57-1/7/05	12/29/2004	5400.00	41050054	141
Schools	LYNDA G LYDA	408776	DEC.04	12/29/2004	152.55	41050059	141
Schools	GLENDA TURNER	408784	11/29/04	12/29/2004	57.10	41050051	141
Schools	SMITH BUS LINES	408744	53&54-1/7/05	12/29/2004	5167.80	41050064	141
Schools	OLLIE H BORING	408740	71-1/7/05	12/29/2004	2908.37	41050060	141
Schools	BETTY WAGNER	408777	DEC.04	12/29/2004	59.03	41050046	141
Schools	SEVIER COUNTY ELECTRIC SYSTEM	408994	3016201,	12/29/2004	3559.07	41050063	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	408996	865M421955	12/29/2004	10337.21	41050045	141
Schools	DAVID COOK	408739	12/04	12/29/2004	66.75	41050050	141
Schools	ATMOS ENERGY	408993	50135154361910,	12/29/2004	1515.23	41050044	141
Schools	U S CELLULAR	408795	254-0333,254-2846,	12/29/2004	82.29	41050068	141
Schools	JUDY ALISA TEFFETELLER	408749	11/04	12/29/2004	72.00	41050055	141
Schools	JUDY ALISA TEFFETELLER	408750	12/9/04	12/29/2004	48.94	41050055	141
Schools	LEANN M. LAMBERT	408742	50&52&78&93&94-1/7/05	12/29/2004	13229.10	41050058	141
Schools	JUDY WILSON	408738	12/04	12/29/2004	21.75	41050056	141
Schools	KAY BEST	408751	12/04	12/29/2004	17.25	41050057	141
Schools	ROBIN CELESTE COOK	408748	12/04	12/29/2004	64.88	41050062	141
Schools	AIMEE E LARRANCE	408779	NOV-DEC 04	12/29/2004	70.49	41050042	141
Schools	SUSAN LEE	408778	DEC.04	12/29/2004	72.38	41050067	141
Schools	ISAAC EUGENE MCLEMORE	408743	68-1/7/05	12/29/2004	2893.50	41050052	141
Schools	CYNTHIA HEARON	408789	NOV.04	12/29/2004	238.14	41050049	141
Schools	STAR LIMOUSINE SERVICE	408745	61-1/7/05	12/29/2004	2583.90	41050065	141
Schools	BARBARA B GREGORY	408314	12-1/1-7-05	1/4/2005	7070.65	41050130	141
Schools	JOHN CLABOUGH III	408325	12-1/1-7-05	1/4/2005	10983.40	41050142	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	FRANK CONNATSER	408319	12-1/1-7-05	1/4/2005	3537.76	41050134	141
Schools	FRANKLIN TEFFETELLER	408328	12-1/1-7-05	1/4/2005	5523.92	41050136	141
Schools	JACK CLEMMER	408324	12-1/1-7-05	1/4/2005	3400.39	41050137	141
Schools	JAMES O. HATCHER	408313	12-1/1-7-05	1/4/2005	3405.24	41050138	141
Schools	JARIS D COOPER	408318	12-1/1-7-05	1/4/2005	3147.01	41050139	141
Schools	OLLIE H BORING	408320	12-1/1-7-05	1/4/2005	31961.96	41050147	141
Schools	SAM H MCCALL	408308	12-1/1-7-05	1/4/2005	3264.52	41050151	141
Schools	JIMMY RAY HATCHER	408323	12-1/1-7-05	1/4/2005	8754.74	41050141	141
Schools	JUNIOR LELAND PICKENS	408304	12-1/1-7-05	1/4/2005	9195.88	41050143	141
Schools	JERRY W. FINCHUM	408315	12-1/1-7-05	1/4/2005	8292.62	41050140	141
Schools	FRANKLIN E. MARSHALL	408309	12-1/1-7-05	1/4/2005	3069.90	41050135	141
Schools	WILBUR CLINTON HUFFMAN	408312	12-1/1-7-05	1/4/2005	22891.99	41050155	141
Schools	LLOYD E. DAVIS, JR.	408317	12-1/1-7-05	1/4/2005	5434.78	41050145	141
Schools	SHARON S WALKER	408302	12-1/1-7-05	1/4/2005	3409.56	41050152	141
Schools	LEANN M. LAMBERT	408310	12-1/1-7-05	1/4/2005	3432.78	41050144	141
Schools	DEBRA LYNN MISER	408307	12-1/1-7-05	1/4/2005	3344.98	41050131	141
Schools	RICHARD L BLAIR	408321	12-1/1-7-05	1/4/2005	19223.32	41050149	141
Schools	ANNETTE REED	408303	12-1/1-7-05	1/4/2005	3721.68	41050129	141
Schools	PAUL WILLARD KIRKLAND	408311	12-1/1-7-05	1/4/2005	3176.39	41050148	141
Schools	EQUIPMENT ENTERPRISES, INC	408316	12-1/1-7-05	1/4/2005	23332.37	41050132	141
Schools	MURPHY TRUCKING, INC	408306	12-1/1-7-05	1/4/2005	3533.44	41050146	141
Schools	TIMOTHY D BROWN	408326	12-1/1-7-05	1/4/2005	3191.08	41050154	141
Schools	RICHARD L PASS	408305	12-1/1-7-05	1/4/2005	8517.20	41050150	141
Schools	ESTATE OF RALPH L. WORDE	408327	12-1/01/07-05	1/4/2005	6297.70	41050133	141
Schools	SIMERLY BUSES INC	408301	12-1/1-7-05	1/4/2005	9179.68	41050153	141
Sheriffs Department	CITY OF ALCOA	407600	050358406	12/3/2004	18.54	1048764	101
Sheriffs Department	BUTLER WRECKER SERVICE	407834	AUCTION/04	12/3/2004	5675.00	1048756	101
Sheriffs Department	DALE GOURLEY	407710	11/1-5/04	12/3/2004	140.00	1048773	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	407701	8653790433	12/3/2004	147.33	1048744	101
Sheriffs Department	ARCHIE GARNER	407602	11/1-5/04	12/3/2004	129.00	1048737	101
Sheriffs Department	SHANNON CARSWELL	407603	REIMBURSE	12/3/2004	80.39	1048860	101
Sheriffs Department	FAIRFIELD INN-OPRYLAND	407854	#83288347	12/3/2004	78.46	1048786	101
Sheriffs Department	MICHELLE STILES	407609	REIMBURSE	12/3/2004	275.61	1048832	101
Sheriffs Department	BLOUNT COUNTY HIGHWAY DEPT	407885	1144	12/10/2004	19803.56	1049190	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	408159	036287500277	12/10/2004	10.96	1049263	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	407943	865M459808	12/10/2004	145.20	1049189	101
Sheriffs Department	TENNESSEE DEPARTMENT OF HEALTH	407899	28397	12/10/2004	75.00	1049268	101
Sheriffs Department	JAMES BERRONG	407982	11/30-12/2/04	12/10/2004	73.00	1049226	101
Sheriffs Department	RONALD DUNN SR.	407964	12/1-2/04	12/10/2004	45.00	1049256	101
Sheriffs Department	JEFFERY RAY FRENCH II	407983	10/27-28/04	12/10/2004	44.50	1049228	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	JEFFERY RAY FRENCH II	407984	11/30-12/1/04	12/10/2004	73.00	1049228	101
Sheriffs Department	RANDY MERCKS	407872	11/1-5/04	12/10/2004	140.00	1049253	101
Sheriffs Department	DOUG MOORE	408247	12/12-16/04	12/10/2004	168.00	1049135	101
Sheriffs Department	STATE OF TN DEPT OF COMMERCE AND IN	407898	05/FEE/WIDENER	12/10/2004	100.00	1049265	101
Sheriffs Department	RICK BAKER	407966	11/4-20/04	12/10/2004	3.40	1049254	101
Sheriffs Department	CATHY TALBOTT	407904	REIMBURSE	12/10/2004	22.94	1049197	101
Sheriffs Department	WARREN HEADRICK	407888	REIMBURSE	12/10/2004	36.82	1049282	101
Sheriffs Department	JOSH ANTRAS	407941	12/01/04	12/10/2004	14.00	1049230	101
Sheriffs Department	LISA R. HOARD	407965	11/14-20/04	12/10/2004	14.02	1049238	101
Sheriffs Department	NATIONAL INFORMATION OFFICERS ASSOC	407900	05/DUES/OBRIANT	12/10/2004	75.00	1049245	101
Sheriffs Department	CITY OF ALCOA	408611	290028002	12/17/2004	12.90	1049632	101
Sheriffs Department	JAMES WIDENER	408516	REIMB	12/17/2004	125.35	1049656	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	408362	36287200276	12/17/2004	10.96	1049694	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	408612	8659831233	12/17/2004	99.97	1049617	101
Sheriffs Department	ANGIE HUTCHENS	408614	12/6-7/04	12/17/2004	45.00	1049612	101
Sheriffs Department	FBI/ LAW ENFORCEMENT EXECUTIVE	408379	2775	12/17/2004	70.00	1049640	101
Sheriffs Department	HOME BANK	408536	4229410167	12/17/2004	134.98	1049649	101
Sheriffs Department	TARGET STORES DIVISION	408608	1104060427	12/17/2004	27.35	1049698	101
Sheriffs Department	MICHELLE STILES	408613	11/30&12/1/04	12/17/2004	45.00	1049675	101
Sheriffs Department	FORT LOUDOUN ELECTRIC COOPERATIVE	408766	71234971,71234961,	12/22/2004	99.70	1049887	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	408764	8653790433	12/22/2004	148.61	1049883	101
Sheriffs Department	SUNTRUST BANK CARD	408842	BP OIL	12/27/2004	31.61	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408843	MARRIOTT NASHVILLE	12/27/2004	172.38	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408844	MARRIOTT NASHVILLE	12/27/2004	184.48	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408845	KWIK WAY MART	12/27/2004	10.00	1049918	101
Sheriffs Department	SUNTRUST BANK CARD	408852	MARRIOTT NASHVILLE,	12/27/2004	116.19	1049918	101
Sheriffs Department	DAVID WESTERLING	408782	DEC.04	12/29/2004	40.00	1049959	101
Sheriffs Department	DAVID WESTERLING	408783	11/29-12/3	12/29/2004	40.00	1049959	101
Sheriffs Department	JAMES WILSON	408791	12/5-10/04	12/29/2004	8.20	1049978	101
Sheriffs Department	ANDY WATERS	408794	12/12-15/04	12/29/2004	19.80	1049942	101
Sheriffs Department	BRIAN HENSLEY	408792	11-12/04	12/29/2004	46.00	1049950	101
Soil Conservation	SANDRA GREGORY	407623	11/22/04	12/3/2004	63.29	1048857	101
Soil Conservation	ERICH HENRY	407901	11/10-13/04	12/10/2004	78.56	1049213	101
Soil Conservation	BELLSOUTH TELECOMMUNICATIONS INC	408651	8659832119	12/17/2004	150.90	1049617	101
Soil Conservation	U S CELLULAR	408385	8652165655,	12/17/2004	47.79	1049708	101
Soil Conservation	NATIONAL ASSOCIATION OF CONSERVATIO	408735	05/QUOTA	12/29/2004	200.00	1049993	101
Soil Conservation	TENNESSEE CONSERVATION DISTRICT	408737	GREGORY/DUES	12/29/2004	25.00	1050012	101
Storm Water	SUNTRUST BANK CARD	408827	CHICK-FIL-A	12/27/2004	38.39	1049918	101
Tourism	BLOUNT COUNTY CHAMBER OF COMMERCE	407685	ADM COST	12/3/2004	19421.95	1048746	101
Tourism	GINA CAPPELLETTI	407698	11/19/04	12/3/2004	35.00	1048791	101

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Tourism	IFEA	407700	D.NYE	12/3/2004	135.00	1048801	101
Tourism	TN. BUSINESS TRAVEL ASSOCIATION	408152	05/DUES	12/10/2004	75.00	1049273	101
Tourism	GINA CAPPELLETTI	408141	11/30/04	12/10/2004	36.45	1049219	101
Tourism	SUNTRUST BANK CARD	408983	TN.BUSINESS TRAVEL	12/29/2004	30.00	1050011	101
Tourism	SUNTRUST BANK CARD	408984	TN.TOURISM ROUND TABL	12/29/2004	100.00	1050011	101
Veterans Services	BLOUNT COUNTY HIGHWAY DEPT	407848	1142	12/3/2004	77.27	1048749	101
Veterans Services	CHATTANOOGA COCA-COLA BOTTLING CO	408366	22H2560387,	12/17/2004	42.00	1049631	101
Veterans Services	CHARLES D STALEY	408985	12/17/04	12/29/2004	6.00	1049955	101
Vistors Center	HERITAGE PROPANE GAS	407699	14229	12/3/2004	60.00	1048798	101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	407687	RENT	12/3/2004	2144.00	1048745	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	407684	4898602	12/3/2004	431.68	1048859	101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	407686	ADM COST	12/3/2004	6473.98	1048746	101
Vistors Center	TUCKALEECHIE UTILITY	408147	42-300-001	12/10/2004	161.52	1049276	101