

AGENDA
BLOUNT COUNTY BOARD OF COMMISSIONERS
THURSDAY, NOVEMBER 17, 2005, 7:00 P.M.

- A. **PRAYER** – Rev. Darryll Rasnake, Friendsville United Methodist Church.
- B. **PLEDGE** – William Blount Air Force Jr. ROTC.
- C. **ROLL CALL.**
- D. **APPROVAL OF MINUTES:**
 - 1. October 20, 2005 meeting.
 - 2. November 8, 2005 zoning public hearing.
- E. **“BEST OF BLOUNT”** – John Newman, Maryville College Art Student; and Paul Bales, Empty Pantry Fund.
- F. **INPUT ON ITEMS NOT ON AGENDA.**
- G. **INPUT ON ITEMS ON THE AGENDA.**
- H. **RESOLUTIONS FOR SPECIAL RECOGNITION, MEMORIALS, ETC.**
 - 1. Resolution honoring our members of the Tennessee National Guard.
 - 2. Resolution honoring the Blount County Emergency Disaster Response Team for their contributions to the victims of Hurricane Katrina.
- I. **SETTING OF AGENDA.**
- J. **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. Gary Ferguson, Justin Teague, Ron Dunn, David Duggan, Robert Ramsey, representative from Solid Waste Authority, Kristi Falco (ex-officio) – Ad Hoc Committee to Study Environmental Court Issues.
- K. **REPORTS - COUNTY OFFICIALS, STANDING AND SPECIAL COMMITTEES:**
 - 1. Report of Financial Management Committee:
 - a. Budget transfers:
 - b. Budget increases/decreases:
 - Resolution to amend General County Fund Budget - \$10,836.00.
 - Resolution to amend General Purpose School Fund Budget - \$500.00.
 - Resolution to amend General Purpose School Fund Budget - \$77,566.00.
 - Resolution to amend General Purpose School Fund Budget - \$45,000.00.
 - Resolution to amend General Purpose School Fund Budget - \$15,000.00.
 - Resolution to amend General Purpose School Fund Budget - \$20,122.00.
 - Resolution to amend General Purpose School Fund Budget - \$180,000.00.
 - Resolution to amend Capital Projects Fund Budget - \$910,716.00.
 - c. Other Financial Management Committee items:
 - Resolution authorizing the execution and delivery of a lease agreement with respect to a civic arts center; approving the issuance of bonds by the Industrial Development Board of Blount County, Tennessee to finance such civic arts center; consenting to the assignment of the County's obligations under the lease agreement; agreeing pursuant to the lease to levy and collect a direct annual tax sufficient to pay the rental payable under such lease as and when it becomes due and payable; approving the execution of interest rate swap documents in connection with the bonds and/or lease; and authorizing the execution of a development and operating agreement relating to the construction and operation of the Civic Arts Center.
 - Resolution to oppose Senate Joint Resolution 1 relative to property tax relief.
 - 2. Report of Public Services Committee.
 - 3. Report of Intergovernmental Committee.
 - 4. Report of Education Committee.
 - 5. Report of Insurance/Risk Management Committee.
 - 6. Any other committee reports.
- L. **UNFINISHED BUSINESS.**
- M. **NEW BUSINESS:**
 - 1. Resolution to amend the Zoning Map of Blount County, Tennessee from S-Suburbanizing District to C-Commercial District for property described as 1211 William Blount Drive, Tax Map 67.00 Parcel 31, for a depth of 600 feet off of the William Blount Drive right-of-way.
 - 2. Resolution to amend the Zoning Resolution of Blount County, Tennessee, to add definitions of outdoor and indoor sport shooting range to Article 13, add Section 7.13 for site plan requirements of sport shooting range, and amend Sections 9.1.C, 9.2.C, 9.4.B, and 9.5.B to allow sport shooting range in S-Suburbanizing, R-1 – Rural District 1, C-Commercial and I-Industrial zones.
 - 3. Resolution to urge the General Assembly to consider legislation relative to Eminent Domain.
 - 4. Proposal from the Tennessee Department of Transportation concerning SR-336, bridge and approaches over Little Baker Creek (L.M. 0.52).
 - 5. Resolution adding Harold Drive to the Official Roads List of Blount County.
 - 6. Discussion and possible action regarding a non-binding referendum on consolidated government in Blount County.
 - 7. Approval of Hazard Mitigation Plan.
 - 8. Discussion and possible action regarding Third Party Administrator Contract for General Liability and Workers' Compensation claims.
 - 9. Business tax refund.
- N. **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, October 20, 2005, at 7:00 pm at the courthouse in Maryville, Tennessee. Ron Dunn, Deputy Sheriff of Blount County, legally opened the Board. Jackie Midkiff, Pastor of High Praises Church, gave the invocation, and Boy Scout Troop 442 led in the pledge to the American Flag.

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

Bob Arwood - absent	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 – absent	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 18 present and 3 absent. Chairman Ramsey declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: APPROVAL OF MINUTES OF SEPTEMBER 15, 2005 MEETING and
APPROVAL OF MINUTES OF OCTOBER 11, 2005 ZONING PUBLIC HEARING.**

Commissioner Gray made a motion to approve the minutes of the meetings. Commissioner Melton seconded the motion.

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

IN RE: “BEST OF BLOUNT.”

Laura Harrill, Carlos Wilson, Micky Roberts, Kristy Falco, and John Lamb gave a presentation for the Blount County Environmental Action Team.

IN RE: SETTING OF AGENDA.

Commissioner Walker made a motion to set the agenda. Commissioner Brock 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 Farmer seconded the motion.

A roll call vote was taken:

Arwood - absent	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 – absent	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 18 voting aye, and 3 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:

Brenda T. Anderson	Peggy K. Cope	Steve Irwin
Deborah M. Beaver	Darlene Crisp	Brandy Keller
Carolyn Beeco	Jo Curran	G. King
Kimberly Blackwell	Tabatha Delozier	Karen D. Ledbetter
Sondra K. Bunch	Phyllis Gilbert	Charles M. Loveday
Brent Cheatwood	Renia Henderson	Britney Lowery
Kendra J. Coffin	Mary Lou Hicks	Jennifer G. McClanahan
Amy Estelle Collins	Dorothy J. Hurst	Mercia M. McKinght

John G. McMahan
Katherine R. Muse
Melanie L. Neal
Pam Odom
Monique Ogle

Debra Phillips
Geraldine T. Pritchett
Kelly R. Richards
Jeri Seymour
Elizabeth Smalling

Latisha Sudderth
Janice K. Vance
Charity Ward
Freida B. White
Jill R. Yearout

Commissioner Brock seconded the motion.

A roll call vote was taken:

Arwood - absent	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 – absent	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 18 voting aye and 3 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: ELECTION OF MATT MURRAY, DAVID WILLIAMS, AND DICK RAY TO THE ECONOMIC DEVELOPMENT BOARD and
ELECTION OF ED STUCKY TO THE BLOUNT COUNTY PLANNING COMMISSION and
ELECTION OF BRYAN CABLE, GARY FARMER, AND TIM SEAY TO THE SMOKY MOUNTAIN VISITOR'S BUREAU.**

Commissioner Neubert made a motion to elect Matt Murray, David Williams, and Dick Ray to the Economic Development Board; Ed Stucky to the Blount County Planning Commission; and Bryan Cable, Gary Farmer, and Tim Seay to the Smoky Mountain Visitor's Bureau. Commissioner Brock seconded the motion.

A roll call vote was taken:

Arwood - absent	Farmer – abstain	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 – absent	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

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

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$10,000.00 and
RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$73,136.70 and
RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$25,624.18 and
RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$2,500.00.**

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

A roll call vote was taken:

Arwood - absent	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 – absent	Keeble – aye	Ramsey – aye	
Everett – aye	Kidd – absent	Slater – aye	

There were 18 voting aye and 3 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION TO TEMPORARILY INCREASE THE MILEAGE REIMBURSEMENT RATE

Commissioner Brock made a motion to approve the resolution with monthly review. Commissioner Neubert seconded the motion.

A roll call vote was taken:

Arwood - absent	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 – absent	Keeble – aye	Ramsey – aye
Everett – aye	Kidd – absent	Slater – aye

There were 18 voting aye, and 3 absent. Chairman Ramsey declared the motion to have passed.

IN RE: REPORTS.

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

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

IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE FROM S-SUBURBANIZING DISTRICT TO C-COMMERCIAL DISTRICT FOR PROPERTY DESCRIBED AS 1211 WILLIAM BLOUNT DRIVE, TAX MAP 67.00 PARCEL 31, FOR A DEPTH OF 600 FEET OFF OF THE WILLIAM BLOUNT DRIVE RIGHT-OF-WAY.

Commissioner Cardin made a motion to defer action on the resolution for one month. Commissioner Gray seconded the motion.

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

IN RE: RESOLUTION ADOPTING A PLAN OF REAPPORTIONMENT THAT REDUCES THE NUMBER OF MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, BY ONE (1) PER COUNTY COMMISSION DISTRICT THEREBY ESTABLISHING A COUNTY COMMISSION COMPOSED OF A TOTAL OF ELEVEN (11) MEMBERS.

Commissioner Brock made a motion to approve the resolution and strike section 3. Commissioner Slater seconded the motion.

Commissioner Keeble made a motion to amend to remove section 4 from the resolution. Commissioner Neubert seconded the motion. A voice vote was taken on the motion to amend with Chairman Ramsey declaring the motion to have passed.

Commissioner Cardin made a motion to table the resolution until September 2006. Commissioner Townsend seconded the motion.

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

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

There were 10 voting aye, 8 voting nay, and 3 absent. Chairman Ramsey declared the motion to have failed.

Commissioner McCall made a motion to amend section 2 to make the effective date of the resolution September 1, 2010. Commissioner Graham seconded the motion. A voice vote was taken on the motion to amend with Chairman Ramsey declaring the motion to have passed.

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

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

There were 10 voting aye, 8 voting nay, and 3 absent. Chairman Ramsey declared the motion to have failed.

IN RE: ADJOURNMENT.

Commissioner Walker made a motion to adjourn the meeting. Commissioner Keeble seconded the motion. A voice vote was taken with Chairman Ramsey declaring 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 Tuesday, November 8, 2005, at 6:35 pm at the courthouse in Maryville, Tennessee.

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

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

There were 11 present and 10 absent. Commissioners Brock, Everett, McCall, and Walker arrived after the roll was taken. 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 RESOLUTION OF BLOUNT COUNTY, TENNESSEE TO ADD DEFINATIONS OF OUTDOOR AND INDOOR SPORT SHOOTING RANGE TO ARTICLE 13, SECTION 7.13 FOR SITE PLAN REQUIREMENTS OF SPORT SHOOTING RANGE, AND AMEND SECTIONS 9.1.C, 9.2.C, 9.4.B, AND 9.5.B TO ALLOW SPORT SHOOTING RANGE IN S-SURBURBANIZING, R-1-RURAL DISTRICT 1, C-COMMERCIAL AND I-INDUSTRIAL ZONES.

A public hearing on the resolution was held.

IN RE: ADJOURNMENT.

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



RESOLUTION NO. _____

SPONSORED BY COMMISSIONERS MIKE WALKER AND GARY FARMER

RESOLUTION HONORING OUR MEMBERS OF
THE TENNESSEE NATIONAL GUARD

WHEREAS, by volunteering to serve their community, state and country, the men and women of the Tennessee National Guard from Blount County have demonstrated their patriotism and love for all things we hold sacred; and

WHEREAS, by doing so they have knowingly and continually placed themselves in harm's way whenever and wherever called upon, whether in Tennessee or throughout the world; and

WHEREAS, they have demonstrated their commitment to the values of loyalty, duty, respect, unselfish service, honor, integrity and personal courage, often risking their lives as they help restore order and safeguard property, while protecting liberty and human dignity whenever needed; and

WHEREAS, they have given everything asked of them, many crossing the ocean to join up with comrades, showing bravery in the face of unbelievably ruthless enemies; and

WHEREAS, more than 10,000 Tennessee National Guardsmen have left their homes, their families, and their loved ones to deploy on Active Duty since September 11, 2001.

NOW, THEREFORE, BE IT RESOLVED that the Blount County Board of Commissioners at its regular session on this 17th day of November, 2005, does hereby extend its deep appreciation and a heartfelt "thank you" to the members of the Tennessee National Guard from Blount County as they serve their community, state and nation, and in doing so are upholding the finest traditions of the Volunteer State.

Duly authorized and approved the 17th day of November, 2005.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date



RESOLUTION NO. _____

Sponsored by: Commissioners Keith Brock, Steve Hargis, Bob Kidd, Dan Neubert, and Otto Slater

**A RESOLUTION HONORING THE BLOUNT COUNTY EMERGENCY DISASTER RESPONSE TEAM
FOR THEIR CONTRIBUTIONS TO THE VICTIMS OF HURRICANE KATRINA**

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 17th day of November, 2005:

WHEREAS, on August 29, 2005, Hurricane Katrina, a Category 4 Hurricane, resulted in catastrophic devastation to the Gulf Coast areas of Alabama, Louisiana, and Mississippi; and

WHEREAS, on September 5, 2005, Governor Phil Bredesen declared a state of emergency in Tennessee, thereby, authorizing all 95 counties in the State of Tennessee to provide Public Assistance, Category B - Emergency Protective Measures; and

WHEREAS, on September 5, 2005, a Blount County Emergency Disaster Response Team, comprised of volunteer personnel from the Blount County Sheriff's Office, City of Maryville Police Department, and Blount County Rural Metro was activated; and

WHEREAS, on September 5, 2005, the Strike Team, comprised of members of the Blount County Sheriff's Office and the City of Maryville Police Department, which included ten patrolmen and one supervisor, along with vehicles and equipment donated by the Alcoa Police Department, was deployed to give support to local law enforcement and help in evacuation centers in Alabama, Louisiana, and Mississippi; and

WHEREAS, on September 9, 2005, the Disaster Response Team members from Rural Metro Ambulance Service were sent to Picayune, Mississippi, on a decontaminations mission and were assigned to give assistance to a hospital in Picayune; and

WHEREAS, the members of the Blount County Emergency Disaster Response Team included Sergeant Doug Moore, John A. Nicholson, James Wilson, Will Irwin, John Wayne Irwin, James Stegall, Allen Russell, Steve Blankenship, Gary Lynn Caughron, Stevie Lynn Roy, Joseph Scott Spicer, Gio Dezuani, and Mike Chambers; and

WHEREAS, Blount County sincerely appreciates the Disaster Response Team and the sacrifices they have made, placing themselves in harm's way, without concern or fear for their own safety, in order to help others in need, thereby exemplifying the words of Jesus Christ, "Greater love hath no man than this, that a man lay down his life for his friends."

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, that the contributions by the Blount County Emergency Disaster Response Team to the victims of Hurricane Katrina are hereby recognized and honored.

BE IT FURTHER RESOLVED that this resolution shall take effect from and after passage, the Public Welfare requiring it.

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

Duly authorized and approved the 17th day of November, 2005.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date



RESOLUTION _____

SPONSORED BY COMMISSIONERS: KEITH BROCK, BOB KIDD, AND OTTO SLATER

A RESOLUTION HONORING TOM HATCHER FOR HIS OUTSTANDING CONTRIBUTIONS TO THE CITIZENS OF BLOUNT COUNTY, TENNESSEE

- WHEREAS,** Tom Hatcher is a native of Blount County, Tennessee, and is the son of James and Lydia Hatcher, the husband of Donna Hatcher for twenty-eight years, and they have one son, Dustin, and daughter-in-law, Kelly Hatcher; and
- WHEREAS,** Tom Hatcher began his career in public service in 1982, when he became employed by the Blount County Sheriff's Office, where he worked as a patrolman, criminal investigator and director of the Fifth Judicial District Drug Task Force, and, in 1989, he was elected and served as a Blount County Commissioner until 1994, when he was elected by the citizens of Blount County to the office of Blount County Circuit Court Clerk, the position in which he has continued to serve since being re-elected in 1998 and 2002; and
- WHEREAS,** since becoming Circuit Court Clerk, Tom Hatcher has worked diligently to create and implement many innovative and state-of-the-art office procedures such as, a fully automated computer system which provides public access, a cost collection department, a Traffic Division for General Sessions, a video arraignment system, clerks in all courtrooms, and numerous other successful endeavors; and
- WHEREAS,** while serving as Blount County Circuit Court Clerk, Tom Hatcher has served as the President of the East Tennessee State Court Clerks Association and the Tennessee State Court Clerks Association, and serves on the Tennessee Judicial Council, and during this time, he has received numerous awards, including East Tennessee State Court Clerk of the Year 2000, and the Outstanding State Court Clerk of the Year 2002 and again in 2005; and
- WHEREAS,** Tom has been a significant participant in many local organizations, volunteering thousands of hours for the betterment of the community, to programs such as the American Heart Association, Blount County Boys Club, Boy Scouts of America, Chamber of Commerce, Eagleton Little League, F.O.P. Youth Camp, March of Dimes, Maryville-Alcoa Civitan, Sheriff's Citizen Academy, Special Olympics, St. Jude Children's Hospital, United Way, Leadership Blount, as well as serving as a TSSAA Football Official; and
- WHEREAS,** Blount County is grateful for the outstanding contributions Tom Hatcher has given to our community and across the State of Tennessee, and we are proud of him and his accomplishments.
- NOW, THEREFORE, BE IT PROCLAIMED** that the Blount County Legislative Body, assembled in session this 17th day of November, 2005, hereby gives recognition and honor to Tom Hatcher for his outstanding contributions and selfless public service to the citizens of Blount County.

Duly authorized and approved the 17th day of November, 2005.

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 17th day of November, 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: NOVEMBER 17, 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>
Rebecca J. Weaver.....	10-13-2005
Carolyn G. Lee.....	10-17-2005
Laura L. Kitchens	10-17-2005
Kim Wallace.....	10-18-2005
Tonya M. Wilson.....	10-18-2005
Tammy Lowery.....	10-18-2005
Alicia Hodson.....	10-19-2005
Marcia Perry	10-21-2005
Barbara J. Boyd	10-21-2005
Valerie H. Shoulders	10-24-2005
Wallace J. Ogle.....	10-25-2005
Stacey L. Heil.....	10-25-2005
Julie Draper.....	10-26-2005
Betty A. Phipps.....	10-26-2005
Freida B. White.....	10-26-2005
Tammy Kidd	10-26-2005
Kimberly D. Smith.....	10-31-2005
Joe Koehn	11-03-2005
Chuck Mantione	11-03-2005
Margaret M. Walker.....	11-07-2005
Rebecca R. Jordan	11-07-2005
Christopher L. Watkins	11-08-2005
Janice K. Vance.....	11-09-2005
Brandy Keller	11-09-2005
Cynthia Ann Eve.....	11-09-2005

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE BLOUNT COUNTY COMMISSION
DEPUTY SHERIFF OATHS
DATE: NOVEMBER 17, 2005**

<u>Name</u>	<u>Date of completion</u>
Brandon Hall	10-17-2005
Derrick Dirmeyer	10-17-2005
Jason W. Mouser	10-17-2005
Gregory R. Boderck.....	11-03-2005



BLOUNT COUNTY

Office of the County Clerk

345 COURT STREET, MARYVILLE, TENNESSEE 37804-5906

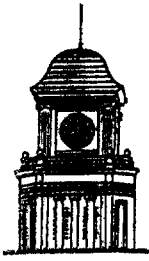
Roy Crawford, Jr.
County Clerk

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

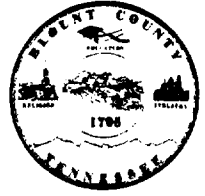
NOTARIES TO BE ELECTED NOVEMBER 17, 2005

Brandilyn Jaye Burchfiel
Crystal L. Burnes
Kimberly R. Byrd
Rebecca Jean Chilcutt
Cindy D. Cole
Dean Denton
Jeffrey Lloyd Drake
Robert L. Drake
Judy E. Ellis
Margo K. Emert
Nadine Finchum
Faith D. Glazer
Kay Garrison
Matthew C. Haralson
Sandra M. Hudgens
Scilla R. Kirk
Linda Longmire

Jackie Lyons
Donna McClain
Carl P. McDonald
Jan Miller
Patricia J. Nelson
Sheila S. Overly
Grace B. Ownsby
Jayne Rahe
Brandi M. Rayburn
Kevin Renfro
Traci Russ
Carolyn Sharp
Amanda Studer
B. J. Ward
Linda Williamson
Terry L. Yoakum



BLOUNT COUNTY BOARD OF COMMISSIONERS
359 Court Street
Maryville, TN 37804-5906
Phone (865) 273-5830 - Fax (865) 273-5832



Commissioners

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

County Clerk

Roy Crawford, Jr.

MEMO

To: Steve Gray, Chairman Intergovernmental Committee
Blount County Intergovernmental Committee Members

From: Dr. Robert L. Ramsey, Chairman
Blount County Board of Commissioners and Solid Waste Authority

Subject: Environmental Court Committee

Date: October 26, 2005

In discussion for years, the Blount County Solid Waste Authority has made an effort to enforce safer living standards environmentally and in Blount County. Judge Duggan has agreed to set docket time for Environmental Court, but requests guidelines for consideration of codes needs, experiences, ordinances and local law enforcement participation.

The Solid Waste Authority respectfully requests the Blount County Intergovernmental Committee and the Blount County Commission to appoint a Committee to study these issues and bring a recommendation to the full Commission for approval so that the Environmental Court will have the necessary guidelines needed for implementation.

Thank you for your assistance with this matter.

RR:rp

Keep BLOUNT Beautiful

Our mission is to enhance the natural beauty of Blount County and to promote, through education, responsible management of community waste, thereby making our community a better place to live and to work.



Memo

To: Rhonda Pitts
From: Kristi Falco
Cc: Bob Ramsey
David Duggan
John Lamb

Date: October 26, 2005

Here are my suggestions for members of the Environmental Court Committee. Some, like myself, maybe ex officio members. That is up to the Intergovernmental Council.:

Blount County Environmental Health Department: Gary Ferguson

Blount County Storm Water: Justin Teague

Blount County Sheriff's Department: Ron Dunn

Blount County Court: Judge David Duggan

Blount County Planning: John Lamb

Blount County Attorney: Norm Newton

Keep Blount Beautiful: Kristi Falco

Blount County Animal Control: ?

Blount County Commission: ? Someone who is interested in land use/ environmental issues.

These are the folks who must be involved in the formation and use of an environmental court. Here are the items that need discussion and action:

- What is the purpose of this court?
- What affect do we want this court to have upon our community?
- What laws will fall under the court and who will be needed to prosecute?
- Are there laws that the Commission needs to pass?
- How do we get "buy-in" from enforcement agencies and other community groups?
- What steps should be taken to achieve our vision?

Thank you for your work on this. Please contact me with any questions.



BUDGET INCREASES/DECREASES

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>FINANCE COMM</u>
101 – General County Circuit Court	\$10,836.00	Recommends
141 – Schools Early Childhood Education	\$500.00	Recommends
141 – Schools Early Childhood Education	\$77,566.00	Recommends
141 – Schools Regular Education Program	\$45,000.00	Recommends
141 – Schools Board of Education	\$15,000.00	Recommends
141 – Schools Operation of Plant	\$20,122.00	Recommends
141 – Schools Transportation	\$180,000.00	Recommends
189 – General Construction Carpenters Elementary	\$910,716.00	Recommends

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds for a part-time employee needed during the absence of an employee in the General Sessions Clerk's office due to extended sick leave; 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 17th day of November 2005, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-455401-00000	General Sessions Clerk Fees	<u>\$10,836.00</u>

APPROPRIATION:

101-053120-500162-00000	Clerical Personnel	\$10,000.00
101-053120-500201-00000	Social Security	\$620.00
101-053120-500210-00000	Unemployment Compensation	\$56.00
101-053120-500212-00000	FICA-Medicare.....	\$145.00
101-053120-500513-00000	Workers' Comp Insurance.....	<u>\$15.00</u>

Total Appropriations.....	<u>\$10,836.00</u>

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to increase the Preschool budget by \$500.00 due to a gift received from a local Women's group, "the \$10" Club, chairperson Kay Overbey; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-445700-00000 Contributions and Gifts.....**\$500.00**

APPROPRIATION:

141-073400-500429-00000 Instructional Supplies**\$500.00**

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds establishing a preschool lottery grant budget based on a State award of \$77,566.00; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-465150-00000	Early Childhood Education.....	<u>\$77,566.00</u>

APPROPRIATION:

141-073400-500116-00000	Teachers	\$42,855.00
141-073400-500163-00000	Educational Assistants.....	\$13,630.00
141-073400-500201-00000	Social Security	\$3,502.00
141-073400-500204-00000	State Retirement	\$2,359.00
141-073400-500205-00000	Employee Insurance-Dependent	\$4,328.00
141-073400-500206-00000	Employee Insurance-Life	\$165.00
141-073400-500207-00000	Employee Insurance-Health.....	\$5,346.00
141-073400-500208-00000	Employee Insurance-Dental.....	\$231.00
141-073400-500212-00000	FICA-Medicare.....	\$819.00
141-073400-500429-00000	Instructional Supplies	\$3,149.00
141-073400-500513-00000	Workers' Compensation	\$182.00
141-073400-500524-00000	In-Service/Professional Development.....	<u>\$1,000.00</u>

Total Appropriations.....	<u>\$77,566.00</u>

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to increase the budget due to the receipt of a \$25,000 grant from the State Department of Special Education and funding from the Carl Perkins grant in the amount of \$20,000 to purchase Plato software for William Blount High School; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-469810-00000	Special Ed NCLB State Grant.....	\$25,000.00
141-000000-498011-00000	Operating Transfer-Carl Perkins Grant.....	<u>\$20,000.00</u>
Total Revenue		<u>\$45,000.00</u>

APPROPRIATION:

141-071100-500709-00000	Data Processing Equipment.....	<u>\$45,000.00</u>

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to increase the account for fingerprinting and TBI background checks for potential new school employees; and

WHEREAS, the revenue source is a payment of \$48 per employee for each background check; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-449901-00000 Miscellaneous Revenue **\$15,000.00**

APPROPRIATION:

141-072310-500399-00000 Other Contracted Services **\$15,000.00**

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds due to an increase in the annual subscription fee of the Blount County Fire Protection District for calendar years 2005 and 2006; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-402700-00000	Business Tax	\$10,122.00
141-000000-401100-00000	Current Property Tax.....	\$5,000.00
141-000000-401200-00000	Trustee's Collections Prior Year	\$5,000.00
	Total Revenue	<u>\$20,122.00</u>

APPROPRIATION:

141-072610-500399-00000	Other Contracted Services	<u>\$20,122.00</u>

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and Kenneth Melton

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to increase the budget for estimated cost of diesel fuel adjustment to contracted bus owners; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-499998-00000 Use of Fund Balance.....**\$180,000.00**

APPROPRIATION:

141-072710-500315-00000 Contracts w/Vehicle Owners**\$180,000.00**

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bob Kidd and Kenneth Melton

A RESOLUTION TO AMEND THE CAPITAL PROJECTS FUND BUDGET.

WHEREAS, Blount County would like to amend the Capital Projects Fund Budget to appropriate funds needed to cover the shortfall in the Carpenters Elementary School budget; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of November 2005, that the Capital Projects Fund Budget shall be amended as follows:

REVENUE:

189-000000-495000-04054 Other Loans Issued.....**\$910,716.00**

APPROPRIATION:

189-091300-500399-04054 Other Contracted Services**\$910,716.00**

Duly authorized and approved the 17th day of November 2005.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

OTHER BUDGET ITEMS

(COMMISSION ACTION NEEDED)

<u>ITEM</u>	<u>FINANCE COMM</u>
1. Civic Arts Center	No recommendation
2. Opposition to Senate Joint Resolution 1 Relative to Property Tax Relief	No recommendation

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH RESPECT TO A CIVIC ARTS CENTER; APPROVING THE ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY, TENNESSEE TO FINANCE SUCH CIVIC ARTS CENTER; CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LEASE AGREEMENT; AGREEING PURSUANT TO THE LEASE TO LEVY AND COLLECT A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE RENTAL PAYABLE UNDER SUCH LEASE AS AND WHEN IT BECOMES DUE AND PAYABLE; APPROVING THE EXECUTION OF INTEREST RATE SWAP DOCUMENTS IN CONNECTION WITH THE BONDS AND/OR LEASE; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AND OPERATING AGREEMENT RELATING TO THE CONSTRUCTION AND OPERATION OF THE CIVIC ARTS CENTER

WHEREAS, the Board of County Commissioners of Blount County (the "County"), along with the governing bodies of the City of Alcoa, Tennessee ("Alcoa") and the City of Maryville ("Maryville") (collectively, the "Lessees"), has determined that the construction of a civic arts center will provide educational opportunities for the citizens of the Lessees, promote and encourage the undertaking and performance of the arts in the community and promote economic development and regional tourism; and

WHEREAS, the Lessees have requested The Industrial Development Board of Blount County, Tennessee (the "Board") to cause the acquisition, construction, equipping and financing of a civic arts center and to lease such facility to the Lessees pursuant to the terms of Sections 7-53-101 et seq., Tennessee Code Annotated, as amended (the "Act") and a Lease Agreement (the "Lease");

WHEREAS, Maryville College (the "College") has agreed to make available a site for the development of the civic arts center on property owned by the College and is willing to lease such site to the Board; and

WHEREAS, the Lessees intend to retain the College to manage the operation of the civic arts center facility for the Lessees pursuant to an Agreement with Respect to the Development and Operation of Civic Arts Center among the Lessees and the College (the "Development Agreement"); and

WHEREAS, to provide funds to accomplish such purposes, the Board will issue and sell not to exceed \$45,000,000 in aggregate principal amount of its Public Facility Lease Revenue Bonds (the "Bonds") to be dated the date of their issuance, under and pursuant to the Act, to be secured by and to contain such terms and provisions as are to be set forth in a Trust Indenture (the "Indenture"), between the Board and a corporate trustee to be selected by the Board (the "Trustee"), and the proceeds from the sale of such Bonds shall be deposited with the Trustee and disbursed in the manner and for the purposes set forth in the Indenture; and

WHEREAS, the rental payments made by the Lessees to the Trustee for the account of the Board shall be in the aggregate an amount equal to the principal of, premium, if any, and interest on the Bonds due plus any additional rent payable under the Lease, provided that the Lessees shall receive a credit against such rental payments for any amounts contributed by the College for such purpose pursuant to the Development Agreement; and

WHEREAS, upon compliance with all applicable requirements of Tennessee law and in order to reduce the Board's and the Lessees' exposure to changes in interest rates, the Lessees or the Board upon approval of the Lessees may enter into one or more interest rate swap agreements (the "Swap



Agreements") with respect to the payments to be made by the Lessees under the Lease or with respect to Bonds; and

WHEREAS, there has been presented to this meeting the form of the Lease, which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended and the forms of the following documents: (1) the Development Agreement; (2) International Swap Dealers Association, Inc. ("ISDA") Master Agreement; (3) Schedule to Master Agreement; (4) Confirmation for a rate swap transaction; (5) ISDA Credit Support Annex; (6) Financial Guaranty Insurance Policy for Swap Agreement; and (7) Financial Guaranty Insurance Policy for Swap Agreement (Counterparty Payment Policy); (collectively, the "Documents"); and

WHEREAS, for the purposes of authorizing the Lease from the Board, the execution and delivery of the Lease by the County, the levy of a tax sufficient to pay the rental payments under the Lease (subject to any credits described above), approving the assignment of such rental payments to secure the Bonds, authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Bonds, and approving the terms and conditions of one or more Swap Agreements subject to compliance with applicable law, 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 Issuance of Bonds.

(a) For the purpose of providing funds to design, construct and equip a civic arts center, as provided herein and in the Lease, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bonds, the issuance and sale of the Bonds by the Board is hereby approved.

(b) The Bonds may be issued, at the direction of the Board but with the approval of the Mayors of each of the Lessees, initially either as (i) bonds bearing interest as an auction rate security ("ARS"); (ii) 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 Lease) at the then market rate for obligations with similar credit quality, or (iii) fixed-rate bonds with interest rates established at the time of the sale of the Bonds.

Section 2. Approval of Lease. The Mayor of the County is hereby authorized to enter into the Lease and obligate the County to pay not in excess of 47.5% of the rental payments due thereunder ("Rental Payments"), which Rental Payments shall be in an amount equal to a percentage of the principal of and premium, if any, and interest on the Bonds approved hereunder plus any additional rent payable thereunder. The portion of Rental Payments allocable to principal shall be payable over a period not to exceed thirty (30) years from the date of execution of the Lease. The payment dates for the Rental Payments, the original interest rate mode with respect to the Bonds and the amortization of the principal amount of the Bonds shall be subject to the approval of the Mayor, as determined to be in the best interest of the County, in accordance with the terms of this Resolution and the Lease.

Section 3. Interest Rate Conversion. At any time while the Lease remains in effect, the 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 Lease) to the other interest Rate Periods permitted and as provided in the Indenture (which conversion may include such put features relative to any of the Bonds

as the Indenture may permit) at the direction of the County Mayor and no further action shall be required by the Board of County Commissioners.

Section 4. Approval of the Documents. The form, terms and provisions of the Documents 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 the Documents in the name and on behalf of the County. The Documents are 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 the Documents, 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 the Documents as executed.

Section 5. Levy of Taxes. Pursuant to Tennessee Code Annotated Section 7-53-311, the County is authorized to enter into the Lease for such term or terms and upon such conditions as may be determined by the Board of County Commissioners, notwithstanding and without regard to the restrictions, prohibitions or requirements of any other law, whether public or private, and to levy and collect a direct annual tax sufficient with any other moneys available (including any amounts contributed by the College pursuant to the Development Agreement) and pledged therefor to pay the Rental Payments due under the Lease as and when it becomes due and payable, such tax to be in addition to all other taxes of such city, county or metropolitan government and shall be in addition to all other taxes now or hereafter authorized to be levied, and such tax shall not be included within any statutory or other limitation in rate or amount, but shall be excluded therefrom and be in addition thereto, notwithstanding the prohibitions, restrictions or requirements of any other law, whether public or private, and the obligations assumed and undertaken pursuant to the Lease, including any unconditional or other obligation to levy such tax and to pay rentals for the project for a fixed term or terms, shall not be deemed or construed as constituting a debt of the city, county or metropolitan government within the terms, provisions or limitations of any constitutional, statutory, charter or other limitation. The County hereby covenants and agrees, through its governing body, to annually levy and collect such a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay when due the Rental Payments payable by the County under the Lease as and when they become due and payable.

Section 6. Approval of Swap Agreements in Connection with the Bonds and the Lease Authorized Hereunder. Subject to compliance with the applicable provisions of the laws of the State of Tennessee, the County hereby authorizes and approves the entering into and the execution and delivery by the Board and/or the County of one or more Swap Agreements in connection with all or any portion of the Bonds approved herein or any Rental Payments under the Lease, 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 "AA" or better by Standard & Poor's or Moody's Investors Service in a notional amount which in the aggregate does not exceed the principal amount of the Bonds approved herein declining in accordance with the amortization schedule for such Bonds, having a term not longer than the final maturity of the Bonds, providing for either a fixed rate or a variable rate payable by the Board or the County, and either a variable rate or fixed rate payments by the Swap Counterparty based on (i) BMA Municipal Swap Index, (ii) the rate on the Bonds to which the Swap Agreement relates; (iii) the rate on the 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 Board and the County Mayor and the County Clerk of the County.

Payments to be made under the Swap Agreement shall be a payment required to be made pursuant to the Lease. Morgan Keegan & Company, Inc. ("Morgan Keegan") is hereby authorized to negotiate the terms and conditions of the Swap Agreement in conformance with the provisions of this resolution, subject to confirmation by the County Mayor and County Clerk.

Subject to compliance with the applicable provisions of the laws of the State of Tennessee, the County Mayor and the County Clerk on behalf of the Board of County Commissioners will be authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Swap Agreement as it relates to any of the Bonds issued in connection with the Lease authorized herein. The execution of the related Lease and delivery of a certificate, which may be the confirmation of the Swap Agreement, approving the terms and conditions of the Swap Agreement by the County Mayor and the County Clerk 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 Board of County Commissioners.

Section 7. Official Statement. The County Mayor and the County Clerk, or either of them, working with Morgan Keegan & Company, as the underwriter for the Bonds (the "Underwriter") and the Board, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. 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 County 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 the 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 Bonds related to the Lease, 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 Bonds issued for the Lease. The County Mayor is authorized to execute an agreement for the benefit of and enforceable by the owners of such 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 the County's obligation under the Lease to pay Rental Payments as security for the Bonds.

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 the Bonds and the execution and delivery of the Lease, the Development Agreement and each Swap Agreement as set forth herein shall be and same hereby are in all respects, approved and confirmed.

Section 11. 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 execution and delivery of the Lease and the Development Agreement and each document as set forth herein shall be and same hereby are in all respects, approved and confirmed.

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. 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 _____ day of November, 2005.

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

CERTIFICATE OF COUNTY CLERK

I, _____, 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 November __, 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 the lease, development and operation of a civic arts center.

WITNESS my official signature and seal of said County on this the ____ of November, 2005.

County Clerk

(SEAL)



Blount County, Tennessee

Funding the County's Portion of the
Civic Art Center

Debt Service – Current Debt only

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2005-06 Preliminary Budget	2006-07 Preliminary Budget	2007-08 Preliminary Budget	2008-09 Preliminary Budget	2009-10 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 8,562,972.00	\$ 8,905,490.88	\$ 9,261,710.52	\$ 9,632,178.94	\$ 10,017,466.09
Discount on Property Taxes	(94,099.00)	(97,862.96)	(101,777.48)	(105,848.58)	(110,082.52)
Trustee's Collections - PY	215,000.00	220,000.00	225,000.00	230,000.00	235,000.00
Clerks Collections - PY	32,000.00	34,000.00	36,000.00	38,000.00	40,000.00
Interest and Penalties	31,000.00	32,000.00	33,000.00	34,000.00	35,000.00
Pick-up Taxes	33,000.00	34,000.00	35,000.00	36,000.00	37,000.00
PMTS in Lieu of Tax - Util.	71,000.00	74,000.00	77,000.00	80,000.00	83,000.00
Business Tax	219,348.00	228,121.92	237,246.80	246,736.67	256,606.14
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	214,280.00	215,840.00	216,400.00	216,840.00	50,160.00
Total Estimated Revenues	\$ 10,002,501.00	\$ 10,363,589.84	\$ 10,737,579.83	\$ 11,125,907.03	\$ 11,362,149.71
Appropriations					
Trustee's Commission	\$ 239,200.00	\$ 248,768.00	\$ 258,718.72	\$ 269,067.47	\$ 279,830.17
Principal - Notes	220,000.00	235,000.00	245,000.00	255,000.00	270,000.00
Interest - Notes	54,128.76	44,558.76	34,277.50	23,497.50	12,150.00
Principal - Other Loans Payable	3,600,000.00	3,475,000.00	3,685,000.00	3,835,000.00	3,995,000.00
Interest - Other Loans Payable	7,402,070.00	7,501,820.00	7,354,882.50	7,197,850.00	7,032,045.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,715,398.76	\$ 11,705,146.76	\$ 11,777,878.72	\$ 11,780,414.97	\$ 11,789,025.17
Increase/(Decrease) in Fund Balance	\$ (1,712,897.76)	\$ (1,341,556.92)	\$ (1,040,298.89)	\$ (654,507.94)	\$ (426,875.46)
Fund Balance, Beginning	6,500,000.00	4,787,102.24	3,445,545.32	2,405,246.43	1,750,738.49
Fund Balance, Ending	\$ 4,787,102.24	\$ 3,445,545.32	\$ 2,405,246.43	\$ 1,750,738.49	\$ 1,323,863.03

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2010-11 Preliminary Budget	2011-12 Preliminary Budget	2012-13 Preliminary Budget	2013-14 Preliminary Budget	2014-15 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 10,217,815.42	\$ 10,422,171.72	\$ 10,630,615.16	\$ 10,843,227.46	\$ 11,060,092.01
Discount on Property Taxes	(112,284.17)	(114,529.85)	(116,820.45)	(119,156.86)	(121,540.00)
Trustee's Collections - PY	240,000.00	245,000.00	250,000.00	255,000.00	260,000.00
Clerks Collections - PY	42,000.00	44,000.00	46,000.00	48,000.00	50,000.00
Interest and Penalties	36,000.00	37,000.00	38,000.00	39,000.00	40,000.00
Pick-up Taxes	38,000.00	39,000.00	40,000.00	41,000.00	42,000.00
PMTS in Lieu of Tax - Util.	86,000.00	89,000.00	92,000.00	95,000.00	98,000.00
Business Tax	261,738.26	266,973.02	272,312.48	277,758.73	283,313.91
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	50,360.00	48,440.00	48,520.00	48,480.00	50,320.00
Total Estimated Revenues	\$ 11,577,629.50	\$ 11,795,054.89	\$ 12,018,627.19	\$ 12,246,309.33	\$ 12,480,185.92
Appropriations					
Trustee's Commission	\$ 291,023.37	\$ 302,664.31	\$ 314,770.88	\$ 327,361.72	\$ 340,456.19
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	4,005,000.00	2,780,000.00	2,890,000.00	2,720,000.00	2,945,000.00
Interest - Other Loans Payable	6,850,997.50	6,487,375.00	6,346,760.00	6,199,047.50	6,056,602.50
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,347,020.87	\$ 9,770,039.31	\$ 9,751,530.88	\$ 9,446,409.22	\$ 9,542,058.69
Increase/(Decrease) in Fund Balance	\$ 230,608.63	\$ 2,025,015.58	\$ 2,267,096.31	\$ 2,799,900.12	\$ 2,938,127.24
Fund Balance, Beginning	1,323,863.03	1,554,471.66	3,579,487.24	5,846,583.55	8,646,483.67
Fund Balance, Ending	\$ 1,554,471.66	\$ 3,579,487.24	\$ 5,846,583.55	\$ 8,646,483.67	\$ 11,584,610.90

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2015-16 Preliminary Budget	2016-17 Preliminary Budget	2017-18 Preliminary Budget	2018-19 Preliminary Budget	2019-20 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 11,281,293.85	\$ 11,506,919.73	\$ 11,737,058.12	\$ 11,971,799.28	\$ 12,211,235.27
Discount on Property Taxes	(123,970.80)	(126,450.21)	(128,979.22)	(131,558.80)	(134,189.98)
Trustee's Collections - PY	265,000.00	270,000.00	275,000.00	280,000.00	285,000.00
Clerks Collections - PY	52,000.00	54,000.00	56,000.00	58,000.00	60,000.00
Interest and Penalties	41,000.00	42,000.00	43,000.00	44,000.00	45,000.00
Pick-up Taxes	43,000.00	44,000.00	45,000.00	46,000.00	47,000.00
PMTS in Lieu of Tax - Util.	101,000.00	104,000.00	107,000.00	110,000.00	113,000.00
Business Tax	288,980.19	294,759.79	300,654.99	306,668.09	312,801.45
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	49,920.00	49,400.00	48,760.00	-	-
Total Estimated Revenues	\$ 12,716,223.24	\$ 12,956,629.30	\$ 13,201,493.89	\$ 13,402,908.57	\$ 13,657,846.74
Appropriations					
Trustee's Commission	\$ 354,074.43	\$ 368,237.41	\$ 382,966.91	\$ 398,285.58	\$ 414,217.01
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	3,070,000.00	4,315,000.00	6,430,000.00	6,640,000.00	6,990,000.00
Interest - Other Loans Payable	5,909,437.50	5,767,667.50	5,551,035.00	5,230,216.26	4,898,645.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 9,533,511.93	\$ 10,650,904.91	\$ 12,564,001.91	\$ 12,468,501.84	\$ 12,502,862.01
Increase/(Decrease) in Fund Balance	\$ 3,182,711.31	\$ 2,305,724.39	\$ 637,491.98	\$ 934,406.72	\$ 1,154,984.73
Fund Balance, Beginning	11,584,610.90	14,767,322.21	17,073,046.60	17,710,538.59	18,644,945.31
Fund Balance, Ending	\$ 14,767,322.21	\$ 17,073,046.60	\$ 17,710,538.59	\$ 18,644,945.31	\$ 19,799,930.04

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2020-21 Preliminary Budget	2021-22 Preliminary Budget	2022-23 Preliminary Budget	2023-24 Preliminary Budget	2024-25 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 12,455,459.98	\$ 12,704,569.18	\$ 12,958,660.56	\$ 13,217,833.77	\$ 13,482,190.45
Discount on Property Taxes	(136,873.78)	(139,611.25)	(142,403.48)	(145,251.55)	(148,156.58)
Trustee's Collections - PY	290,000.00	295,000.00	300,000.00	305,000.00	310,000.00
Clerks Collections - PY	62,000.00	64,000.00	66,000.00	68,000.00	70,000.00
Interest and Penalties	46,000.00	47,000.00	48,000.00	49,000.00	50,000.00
Pick-up Taxes	48,000.00	49,000.00	50,000.00	51,000.00	52,000.00
PMTS in Lieu of Tax - Util.	116,000.00	119,000.00	122,000.00	125,000.00	128,000.00
Business Tax	319,057.48	325,438.63	331,947.40	338,586.35	345,358.07
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-
Total Estimated Revenues	\$ 13,917,643.67	\$ 14,182,396.55	\$ 14,452,204.48	\$ 14,727,168.57	\$ 15,007,391.94
Appropriations					
Trustee's Commission	\$ 430,785.69	\$ 448,017.11	\$ 465,937.80	\$ 484,575.31	\$ 503,958.32
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	7,375,000.00	7,780,000.00	8,210,000.00	7,000,000.00	7,000,000.00
Interest - Other Loans Payable	4,556,135.00	4,194,760.00	3,813,540.00	3,411,250.00	3,211,250.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 12,561,920.69	\$ 12,622,777.11	\$ 12,689,477.80	\$ 11,095,825.31	\$ 10,915,208.32
Increase/(Decrease) in Fund Balance	\$ 1,355,722.99	\$ 1,559,619.43	\$ 1,762,726.68	\$ 3,631,343.26	\$ 4,092,183.62
Fund Balance, Beginning	19,799,930.04	21,155,653.03	22,715,272.46	24,477,999.14	28,109,342.40
Fund Balance, Ending	\$ 21,155,653.03	\$ 22,715,272.46	\$ 24,477,999.14	\$ 28,109,342.40	\$ 32,201,526.02

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2025-26 Preliminary Budget	2026-27 Preliminary Budget	2027-28 Preliminary Budget	2028-29 Preliminary Budget	2029-30 Preliminary Budget	2030-31 Preliminary Budget
Estimated Revenues						
Current Property Taxes	\$ 13,751,834.25	\$ 14,026,870.94	\$ 14,307,408.36	\$ 14,593,556.53	\$ 14,885,427.66	\$ 15,183,136.21
Discount on Property Taxes	(151,119.71)	(154,142.10)	(157,224.95)	(160,369.45)	(163,576.83)	(166,848.37)
Trustee's Collections - PY	315,000.00	320,000.00	325,000.00	330,000.00	335,000.00	340,000.00
Clerks Collections - PY	72,000.00	74,000.00	76,000.00	78,000.00	80,000.00	82,000.00
Interest and Penalties	51,000.00	52,000.00	53,000.00	54,000.00	55,000.00	56,000.00
Pick-up Taxes	53,000.00	54,000.00	55,000.00	56,000.00	57,000.00	58,000.00
PMTS in Lieu of Tax - Util.	131,000.00	134,000.00	137,000.00	140,000.00	143,000.00	146,000.00
Business Tax	352,265.23	359,310.54	366,496.75	373,826.69	381,303.22	388,929.28
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-	-
Total Estimated Revenues	\$ 15,292,979.78	\$ 15,584,039.37	\$ 15,880,680.16	\$ 16,183,013.76	\$ 16,491,154.04	\$ 16,805,217.12
Appropriations						
Trustee's Commission	\$ 524,116.66	\$ 545,081.32	\$ 566,884.57	\$ 589,559.96	\$ 613,142.36	\$ 637,668.05
Principal - Notes	-	-	-	-	-	-
Interest - Notes	-	-	-	-	-	-
Principal - Other Loans Payable	7,000,000.00	4,500,000.00	8,500,000.00	10,155,000.00	11,885,000.00	12,585,000.00
Interest - Other Loans Payable	3,011,250.00	2,811,250.00	2,211,250.00	1,711,250.00	1,203,500.00	616,665.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 10,735,366.66	\$ 8,056,331.32	\$ 11,478,134.57	\$ 12,655,809.96	\$ 13,901,642.36	\$ 14,039,333.05
Increase/(Decrease) in Fund Balance	\$ 4,557,613.12	\$ 7,527,708.05	\$ 4,402,545.59	\$ 3,527,203.81	\$ 2,589,511.68	\$ 2,765,884.07
Fund Balance, Beginning	32,201,526.02	36,759,139.14	44,286,847.19	48,689,392.78	52,216,596.58	54,806,108.27
Fund Balance, Ending	\$ 36,759,139.14	\$ 44,286,847.19	\$ 48,689,392.78	\$ 52,216,596.58	\$ 54,806,108.27	\$ 57,571,992.34

Debt Service – With Civic Art
Center Debt Added

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2005-06 Preliminary Budget	2006-07 Preliminary Budget	2007-08 Preliminary Budget	2008-09 Preliminary Budget	2009-10 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 8,562,972.00	\$ 8,905,490.88	\$ 9,261,710.52	\$ 9,632,178.94	\$ 10,017,466.09
Discount on Property Taxes	(94,099.00)	(97,862.96)	(101,777.48)	(105,848.58)	(110,082.52)
Trustee's Collections - PY	215,000.00	220,000.00	225,000.00	230,000.00	235,000.00
Clerks Collections - PY	32,000.00	34,000.00	36,000.00	38,000.00	40,000.00
Interest and Penalties	31,000.00	32,000.00	33,000.00	34,000.00	35,000.00
Pick-up Taxes	33,000.00	34,000.00	35,000.00	36,000.00	37,000.00
PMTS in Lieu of Tax - Util.	71,000.00	74,000.00	77,000.00	80,000.00	83,000.00
Business Tax	219,348.00	228,121.92	237,246.80	246,736.67	256,606.14
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools From Maryville and Alcoa	-	-	-	-	-
	214,280.00	215,840.00	216,400.00	216,840.00	50,160.00
Total Estimated Revenues	\$ 10,002,501.00	\$ 10,363,589.84	\$ 10,737,579.83	\$ 11,125,907.03	\$ 11,362,149.71
Appropriations					
Trustee's Commission	\$ 239,200.00	\$ 248,768.00	\$ 258,718.72	\$ 269,067.47	\$ 279,830.17
Principal - Notes	220,000.00	235,000.00	245,000.00	255,000.00	270,000.00
Interest - Notes	54,128.76	44,558.76	34,277.50	23,497.50	12,150.00
Principal - Other Loans Payable	3,600,000.00	3,475,000.00	3,685,000.00	3,835,000.00	3,995,000.00
Interest - Other Loans Payable	7,402,070.00	7,501,820.00	7,354,882.50	7,197,850.00	7,032,045.00
CCAC Total Payments	-	-	-	-	-
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,715,398.76	\$ 11,705,146.76	\$ 11,777,878.72	\$ 11,780,414.97	\$ 11,789,025.17
Increase/(Decrease) in Fund Balance	\$ (1,712,897.76)	\$ (1,341,556.92)	\$ (1,040,298.89)	\$ (654,507.94)	\$ (426,875.46)
Fund Balance, Beginning	6,500,000.00	4,787,102.24	3,445,545.32	2,405,246.43	1,750,738.49
Fund Balance, Ending	\$ 4,787,102.24	\$ 3,445,545.32	\$ 2,405,246.43	\$ 1,750,738.49	\$ 1,323,863.03

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2010-11 Preliminary Budget	2011-12 Preliminary Budget	2012-13 Preliminary Budget	2013-14 Preliminary Budget	2014-15 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 10,217,815.42	\$ 10,422,171.72	\$ 10,630,615.16	\$ 10,843,227.46	\$ 11,060,092.01
Discount on Property Taxes	(112,284.17)	(114,529.85)	(116,820.45)	(119,156.86)	(121,540.00)
Trustee's Collections - PY	240,000.00	245,000.00	250,000.00	255,000.00	260,000.00
Clerks Collections - PY	42,000.00	44,000.00	46,000.00	48,000.00	50,000.00
Interest and Penalties	36,000.00	37,000.00	38,000.00	39,000.00	40,000.00
Pick-up Taxes	38,000.00	39,000.00	40,000.00	41,000.00	42,000.00
PMTS in Lieu of Tax - Util.	86,000.00	89,000.00	92,000.00	95,000.00	98,000.00
Business Tax	261,738.26	266,973.02	272,312.48	277,758.73	283,313.91
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	50,360.00	48,440.00	48,520.00	48,480.00	50,320.00
Total Estimated Revenues	\$ 11,577,629.50	\$ 11,795,054.89	\$ 12,018,627.19	\$ 12,246,309.33	\$ 12,480,185.92
Appropriations					
Trustee's Commission	\$ 291,023.37	\$ 302,664.31	\$ 314,770.88	\$ 327,361.72	\$ 340,456.19
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	4,005,000.00	2,780,000.00	2,890,000.00	2,720,000.00	2,945,000.00
Interest - Other Loans Payable	6,850,997.50	6,487,375.00	6,346,760.00	6,199,047.50	6,056,602.50
CCAC Total Payments	-	-	-	1,510,773.00	1,511,854.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,347,020.87	\$ 9,770,039.31	\$ 9,751,530.88	\$ 10,957,182.22	\$ 11,053,912.69
Increase/(Decrease) in Fund Balance	\$ 230,608.63	\$ 2,025,015.58	\$ 2,267,096.31	\$ 1,289,127.12	\$ 1,426,273.24
Fund Balance, Beginning	1,323,863.03	1,554,471.66	3,579,487.24	5,846,583.55	7,135,710.67
Fund Balance, Ending	\$ 1,554,471.66	\$ 3,579,487.24	\$ 5,846,583.55	\$ 7,135,710.67	\$ 8,561,983.90

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2015-16 Preliminary Budget	2016-17 Preliminary Budget	2017-18 Preliminary Budget	2018-19 Preliminary Budget	2019-20 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 11,281,293.85	\$ 11,506,919.73	\$ 11,737,058.12	\$ 11,971,799.28	\$ 12,211,235.27
Discount on Property Taxes	(123,970.80)	(126,450.21)	(128,979.22)	(131,558.80)	(134,189.98)
Trustee's Collections - PY	265,000.00	270,000.00	275,000.00	280,000.00	285,000.00
Clerks Collections - PY	52,000.00	54,000.00	56,000.00	58,000.00	60,000.00
Interest and Penalties	41,000.00	42,000.00	43,000.00	44,000.00	45,000.00
Pick-up Taxes	43,000.00	44,000.00	45,000.00	46,000.00	47,000.00
PMTS in Lieu of Tax - Util.	101,000.00	104,000.00	107,000.00	110,000.00	113,000.00
Business Tax	288,980.19	294,759.79	300,654.99	306,668.09	312,801.45
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	49,920.00	49,400.00	48,760.00	-	-
Total Estimated Revenues	\$ 12,716,223.24	\$ 12,956,629.30	\$ 13,201,493.89	\$ 13,402,908.57	\$ 13,657,846.74
Appropriations					
Trustee's Commission	\$ 354,074.43	\$ 368,237.41	\$ 382,966.91	\$ 398,285.58	\$ 414,217.01
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	3,070,000.00	4,315,000.00	6,430,000.00	6,640,000.00	6,990,000.00
Interest - Other Loans Payable	5,909,437.50	5,767,667.50	5,551,035.00	5,230,216.26	4,898,645.00
CCAC Total Payments	1,511,438.00	1,511,901.00	1,510,761.00	1,510,393.00	1,510,690.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,044,949.93	\$ 12,162,805.91	\$ 14,074,762.91	\$ 13,978,894.84	\$ 14,013,552.01
Increase/(Decrease) in Fund Balance	\$ 1,671,273.31	\$ 793,823.39	\$ (873,269.02)	\$ (575,986.28)	\$ (355,705.27)
Fund Balance, Beginning	8,561,983.90	10,233,257.21	11,027,080.60	10,153,811.59	9,577,825.31
Fund Balance, Ending	\$ 10,233,257.21	\$ 11,027,080.60	\$ 10,153,811.59	\$ 9,577,825.31	\$ 9,222,120.04

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2020-21 Preliminary Budget	2021-22 Preliminary Budget	2022-23 Preliminary Budget	2023-24 Preliminary Budget	2024-25 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 12,455,459.98	\$ 12,704,569.18	\$ 12,958,660.56	\$ 13,217,833.77	\$ 13,482,190.45
Discount on Property Taxes	(136,873.78)	(139,611.25)	(142,403.48)	(145,251.55)	(148,156.58)
Trustee's Collections - PY	290,000.00	295,000.00	300,000.00	305,000.00	310,000.00
Clerks Collections - PY	62,000.00	64,000.00	66,000.00	68,000.00	70,000.00
Interest and Penalties	46,000.00	47,000.00	48,000.00	49,000.00	50,000.00
Pick-up Taxes	48,000.00	49,000.00	50,000.00	51,000.00	52,000.00
PMTS in Lieu of Tax - Util.	116,000.00	119,000.00	122,000.00	125,000.00	128,000.00
Business Tax	319,057.48	325,438.63	331,947.40	338,586.35	345,358.07
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-
Total Estimated Revenues	\$ 13,917,643.67	\$ 14,182,396.55	\$ 14,452,204.48	\$ 14,727,168.57	\$ 15,007,391.94
Appropriations					
Trustee's Commission	\$ 430,785.69	\$ 448,017.11	\$ 465,937.80	\$ 484,575.31	\$ 503,958.32
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	7,375,000.00	7,780,000.00	8,210,000.00	7,000,000.00	7,000,000.00
Interest - Other Loans Payable	4,556,135.00	4,194,760.00	3,813,540.00	3,411,250.00	3,211,250.00
CCAC Total Payments	1,511,545.00	1,510,476.00	1,509,859.00	1,509,586.00	1,509,550.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 14,073,465.69	\$ 14,133,253.11	\$ 14,199,336.80	\$ 12,605,411.31	\$ 12,424,758.32
Increase/(Decrease) in Fund Balance	\$ (155,822.01)	\$ 49,143.43	\$ 252,867.68	\$ 2,121,757.26	\$ 2,582,633.62
Fund Balance, Beginning	9,222,120.04	9,066,298.03	9,115,441.46	9,368,309.14	11,490,066.40
Fund Balance, Ending	\$ 9,066,298.03	\$ 9,115,441.46	\$ 9,368,309.14	\$ 11,490,066.40	\$ 14,072,700.02

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2025-26 Preliminary Budget	2026-27 Preliminary Budget	2027-28 Preliminary Budget	2028-29 Preliminary Budget	2029-30 Preliminary Budget	2030-31 Preliminary Budget
Estimated Revenues						
Current Property Taxes	\$ 13,751,834.25	\$ 14,026,870.94	\$ 14,307,408.36	\$ 14,593,556.53	\$ 14,885,427.66	\$ 15,183,136.21
Discount on Property Taxes	(151,119.71)	(154,142.10)	(157,224.95)	(160,369.45)	(163,576.83)	(166,848.37)
Trustee's Collections - PY	315,000.00	320,000.00	325,000.00	330,000.00	335,000.00	340,000.00
Clerks Collections - PY	72,000.00	74,000.00	76,000.00	78,000.00	80,000.00	82,000.00
Interest and Penalties	51,000.00	52,000.00	53,000.00	54,000.00	55,000.00	56,000.00
Pick-up Taxes	53,000.00	54,000.00	55,000.00	56,000.00	57,000.00	58,000.00
PMTS in Lieu of Tax - Util.	131,000.00	134,000.00	137,000.00	140,000.00	143,000.00	146,000.00
Business Tax	352,265.23	359,310.54	366,496.75	373,826.69	381,303.22	388,929.28
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-	-
Total Estimated Revenues	\$ 15,292,979.78	\$ 15,584,039.37	\$ 15,880,680.16	\$ 16,183,013.76	\$ 16,491,154.04	\$ 16,805,217.12
Appropriations						
Trustee's Commission	\$ 524,116.66	\$ 545,081.32	\$ 566,884.57	\$ 589,559.96	\$ 613,142.36	\$ 637,668.05
Principal - Notes	-	-	-	-	-	-
Interest - Notes	-	-	-	-	-	-
Principal - Other Loans Payable	7,000,000.00	4,500,000.00	8,500,000.00	10,155,000.00	11,885,000.00	12,585,000.00
Interest - Other Loans Payable	3,011,250.00	2,811,250.00	2,211,250.00	1,711,250.00	1,203,500.00	616,665.00
CCAC Total Payments	1,509,645.00	1,509,764.00	1,509,799.00	1,512,020.00	1,511,462.00	-
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 12,245,011.66	\$ 9,566,095.32	\$ 12,987,933.57	\$ 14,167,829.96	\$ 15,413,104.36	\$ 14,039,333.05
Increase/(Decrease) in Fund Balance	\$ 3,047,968.12	\$ 6,017,944.05	\$ 2,892,746.59	\$ 2,015,183.81	\$ 1,078,049.68	\$ 2,765,884.07
Fund Balance, Beginning	14,072,700.02	17,120,668.14	23,138,612.19	26,031,358.78	28,046,542.58	29,124,592.27
Fund Balance, Ending	\$ 17,120,668.14	\$ 23,138,612.19	\$ 26,031,358.78	\$ 28,046,542.58	\$ 29,124,592.27	\$ 31,890,476.34

Debt Service – Comparison of Current to Proposed Funding of Civic Art Center

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2005-06 Preliminary Budget	2006-07 Preliminary Budget	2007-08 Preliminary Budget	2008-09 Preliminary Budget	2009-10 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 8,562,972.00	\$ 8,905,490.88	\$ 9,261,710.52	\$ 9,632,178.94	\$ 10,017,466.09
Discount on Property Taxes	(94,099.00)	(97,862.96)	(101,777.48)	(105,848.58)	(110,082.52)
Trustee's Collections - PY	215,000.00	220,000.00	225,000.00	230,000.00	235,000.00
Clerks Collections - PY	32,000.00	34,000.00	36,000.00	38,000.00	40,000.00
Interest and Penalties	31,000.00	32,000.00	33,000.00	34,000.00	35,000.00
Pick-up Taxes	33,000.00	34,000.00	35,000.00	36,000.00	37,000.00
PMTS in Lieu of Tax - Util.	71,000.00	74,000.00	77,000.00	80,000.00	83,000.00
Business Tax	219,348.00	228,121.92	237,246.80	246,736.67	256,606.14
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	214,280.00	215,840.00	216,400.00	216,840.00	50,160.00
Total Estimated Revenues	\$ 10,002,501.00	\$ 10,363,589.84	\$ 10,737,579.83	\$ 11,125,907.03	\$ 11,362,149.71
Appropriations					
Trustee's Commission	\$ 239,200.00	\$ 248,768.00	\$ 258,718.72	\$ 269,067.47	\$ 279,830.17
Principal - Notes	220,000.00	235,000.00	245,000.00	255,000.00	270,000.00
Interest - Notes	54,128.76	44,558.76	34,277.50	23,497.50	12,150.00
Principal - Other Loans Payable	3,600,000.00	3,475,000.00	3,685,000.00	3,835,000.00	3,995,000.00
Interest - Other Loans Payable	7,402,070.00	7,501,820.00	7,354,882.50	7,197,850.00	7,032,045.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,715,398.76	\$ 11,705,146.76	\$ 11,777,878.72	\$ 11,780,414.97	\$ 11,789,025.17
Increase/(Decrease) in Fund Balance	\$ (1,712,897.76)	\$ (1,341,556.92)	\$ (1,040,298.89)	\$ (654,507.94)	\$ (426,875.46)
Fund Balance, Beginning	6,500,000.00	4,787,102.24	3,445,545.32	2,405,246.43	1,750,738.49
Fund Balance, Ending	\$ 4,787,102.24	\$ 3,445,545.32	\$ 2,405,246.43	\$ 1,750,738.49	\$ 1,323,863.03

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2005-06 Preliminary Budget	2006-07 Preliminary Budget	2007-08 Preliminary Budget	2008-09 Preliminary Budget	2009-10 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 8,562,972.00	\$ 8,905,490.88	\$ 9,261,710.52	\$ 9,632,178.94	\$ 10,017,466.09
Discount on Property Taxes	(94,099.00)	(97,862.96)	(101,777.48)	(105,848.58)	(110,082.52)
Trustee's Collections - PY	215,000.00	220,000.00	225,000.00	230,000.00	235,000.00
Clerks Collections - PY	32,000.00	34,000.00	36,000.00	38,000.00	40,000.00
Interest and Penalties	31,000.00	32,000.00	33,000.00	34,000.00	35,000.00
Pick-up Taxes	33,000.00	34,000.00	35,000.00	36,000.00	37,000.00
PMTS in Lieu of Tax - Util.	71,000.00	74,000.00	77,000.00	80,000.00	83,000.00
Business Tax	219,348.00	228,121.92	237,246.80	246,736.67	256,606.14
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools From Maryville and Alcoa	- 214,280.00	- 215,840.00	- 216,400.00	- 216,840.00	- 50,160.00
Total Estimated Revenues	\$ 10,002,501.00	\$ 10,363,589.84	\$ 10,737,579.83	\$ 11,125,907.03	\$ 11,362,149.71
Appropriations					
Trustee's Commission	\$ 239,200.00	\$ 248,768.00	\$ 258,718.72	\$ 269,067.47	\$ 279,830.17
Principal - Notes	220,000.00	235,000.00	245,000.00	255,000.00	270,000.00
Interest - Notes	54,128.76	44,558.76	34,277.50	23,497.50	12,150.00
Principal - Other Loans Payable	3,600,000.00	3,475,000.00	3,685,000.00	3,835,000.00	3,995,000.00
Interest - Other Loans Payable	7,402,070.00	7,501,820.00	7,354,882.50	7,197,850.00	7,032,045.00
CCAC Total Payments	-	-	-	-	-
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,715,398.76	\$ 11,705,146.76	\$ 11,777,878.72	\$ 11,780,414.97	\$ 11,789,025.17
Increase/(Decrease) in Fund Balance	\$ (1,712,897.76)	\$ (1,341,556.92)	\$ (1,040,298.89)	\$ (654,507.94)	\$ (426,875.46)
Fund Balance, Beginning	6,500,000.00	4,787,102.24	3,445,545.32	2,405,246.43	1,750,738.49
Fund Balance, Ending	\$ 4,787,102.24	\$ 3,445,545.32	\$ 2,405,246.43	\$ 1,750,738.49	\$ 1,323,863.03

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2010-11 Preliminary Budget	2011-12 Preliminary Budget	2012-13 Preliminary Budget	2013-14 Preliminary Budget	2014-15 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 10,217,815.42	\$ 10,422,171.72	\$ 10,630,615.16	\$ 10,843,227.46	\$ 11,060,092.01
Discount on Property Taxes	(112,284.17)	(114,529.85)	(116,820.45)	(119,156.86)	(121,540.00)
Trustee's Collections - PY	240,000.00	245,000.00	250,000.00	255,000.00	260,000.00
Clerks Collections - PY	42,000.00	44,000.00	46,000.00	48,000.00	50,000.00
Interest and Penalties	36,000.00	37,000.00	38,000.00	39,000.00	40,000.00
Pick-up Taxes	38,000.00	39,000.00	40,000.00	41,000.00	42,000.00
PMTS in Lieu of Tax - Util.	86,000.00	89,000.00	92,000.00	95,000.00	98,000.00
Business Tax	261,738.26	266,973.02	272,312.48	277,758.73	283,313.91
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	50,360.00	48,440.00	48,520.00	48,480.00	50,320.00
Total Estimated Revenues	\$ 11,577,629.50	\$ 11,795,054.89	\$ 12,018,627.19	\$ 12,246,309.33	\$ 12,480,185.92
Appropriations					
Trustee's Commission	\$ 291,023.37	\$ 302,664.31	\$ 314,770.88	\$ 327,361.72	\$ 340,456.19
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	4,005,000.00	2,780,000.00	2,890,000.00	2,720,000.00	2,945,000.00
Interest - Other Loans Payable	6,850,997.50	6,487,375.00	6,346,760.00	6,199,047.50	6,056,602.50
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,347,020.87	\$ 9,770,039.31	\$ 9,751,530.88	\$ 9,446,409.22	\$ 9,542,058.69
Increase/(Decrease) in Fund Balance	\$ 230,608.63	\$ 2,025,015.58	\$ 2,267,096.31	\$ 2,799,900.12	\$ 2,938,127.24
Fund Balance, Beginning	1,323,863.03	1,554,471.66	3,579,487.24	5,846,583.55	8,646,483.67
Fund Balance, Ending	\$ 1,554,471.66	\$ 3,579,487.24	\$ 5,846,583.55	\$ 8,646,483.67	\$ 11,584,610.90

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2010-11 Preliminary Budget	2011-12 Preliminary Budget	2012-13 Preliminary Budget	2013-14 Preliminary Budget	2014-15 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 10,217,815.42	\$ 10,422,171.72	\$ 10,630,615.16	\$ 10,843,227.46	\$ 11,060,092.01
Discount on Property Taxes	(112,284.17)	(114,529.85)	(116,820.45)	(119,156.86)	(121,540.00)
Trustee's Collections - PY	240,000.00	245,000.00	250,000.00	255,000.00	260,000.00
Clerks Collections - PY	42,000.00	44,000.00	46,000.00	48,000.00	50,000.00
Interest and Penalties	36,000.00	37,000.00	38,000.00	39,000.00	40,000.00
Pick-up Taxes	38,000.00	39,000.00	40,000.00	41,000.00	42,000.00
PMTS in Lieu of Tax - Util.	86,000.00	89,000.00	92,000.00	95,000.00	98,000.00
Business Tax	261,738.26	266,973.02	272,312.48	277,758.73	283,313.91
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	50,360.00	48,440.00	48,520.00	48,480.00	50,320.00
Total Estimated Revenues	\$ 11,577,629.50	\$ 11,795,054.89	\$ 12,018,627.19	\$ 12,246,309.33	\$ 12,480,185.92
Appropriations					
Trustee's Commission	\$ 291,023.37	\$ 302,664.31	\$ 314,770.88	\$ 327,361.72	\$ 340,456.19
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	4,005,000.00	2,780,000.00	2,890,000.00	2,720,000.00	2,945,000.00
Interest - Other Loans Payable	6,850,997.50	6,487,375.00	6,346,760.00	6,199,047.50	6,056,602.50
CCAC Total Payments	-	-	-	1,510,773.00	1,511,854.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,347,020.87	\$ 9,770,039.31	\$ 9,751,530.88	\$ 10,957,182.22	\$ 11,053,912.69
Increase/(Decrease) in Fund Balance	\$ 230,608.63	\$ 2,025,015.58	\$ 2,267,096.31	\$ 1,289,127.12	\$ 1,426,273.24
Fund Balance, Beginning	1,323,863.03	1,554,471.66	3,579,487.24	5,846,583.55	7,135,710.67
Fund Balance, Ending	\$ 1,554,471.66	\$ 3,579,487.24	\$ 5,846,583.55	\$ 7,135,710.67	\$ 8,561,983.90

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2015-16 Preliminary Budget	2016-17 Preliminary Budget	2017-18 Preliminary Budget	2018-19 Preliminary Budget	2019-20 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 11,281,293.85	\$ 11,506,919.73	\$ 11,737,058.12	\$ 11,971,799.28	\$ 12,211,235.27
Discount on Property Taxes	(123,970.80)	(126,450.21)	(128,979.22)	(131,558.80)	(134,189.98)
Trustee's Collections - PY	265,000.00	270,000.00	275,000.00	280,000.00	285,000.00
Clerks Collections - PY	52,000.00	54,000.00	56,000.00	58,000.00	60,000.00
Interest and Penalties	41,000.00	42,000.00	43,000.00	44,000.00	45,000.00
Pick-up Taxes	43,000.00	44,000.00	45,000.00	46,000.00	47,000.00
PMTS in Lieu of Tax - Util.	101,000.00	104,000.00	107,000.00	110,000.00	113,000.00
Business Tax	288,980.19	294,759.79	300,654.99	306,668.09	312,801.45
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	49,920.00	49,400.00	48,760.00	-	-
Total Estimated Revenues	\$ 12,716,223.24	\$ 12,956,629.30	\$ 13,201,493.89	\$ 13,402,908.57	\$ 13,657,846.74
Appropriations					
Trustee's Commission	\$ 354,074.43	\$ 368,237.41	\$ 382,966.91	\$ 398,285.58	\$ 414,217.01
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	3,070,000.00	4,315,000.00	6,430,000.00	6,640,000.00	6,990,000.00
Interest - Other Loans Payable	5,909,437.50	5,767,667.50	5,551,035.00	5,230,216.26	4,898,645.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 9,533,511.93	\$ 10,650,904.91	\$ 12,564,001.91	\$ 12,468,501.84	\$ 12,502,862.01
Increase/(Decrease) in Fund Balance	\$ 3,182,711.31	\$ 2,305,724.39	\$ 637,491.98	\$ 934,406.72	\$ 1,154,984.73
Fund Balance, Beginning	11,584,610.90	14,767,322.21	17,073,046.60	17,710,538.59	18,644,945.31
Fund Balance, Ending	\$ 14,767,322.21	\$ 17,073,046.60	\$ 17,710,538.59	\$ 18,644,945.31	\$ 19,799,930.04

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2015-16 Preliminary Budget	2016-17 Preliminary Budget	2017-18 Preliminary Budget	2018-19 Preliminary Budget	2019-20 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 11,281,293.85	\$ 11,506,919.73	\$ 11,737,058.12	\$ 11,971,799.28	\$ 12,211,235.27
Discount on Property Taxes	(123,970.80)	(126,450.21)	(128,979.22)	(131,558.80)	(134,189.98)
Trustee's Collections - PY	265,000.00	270,000.00	275,000.00	280,000.00	285,000.00
Clerks Collections - PY	52,000.00	54,000.00	56,000.00	58,000.00	60,000.00
Interest and Penalties	41,000.00	42,000.00	43,000.00	44,000.00	45,000.00
Pick-up Taxes	43,000.00	44,000.00	45,000.00	46,000.00	47,000.00
PMTS in Lieu of Tax - Util.	101,000.00	104,000.00	107,000.00	110,000.00	113,000.00
Business Tax	288,980.19	294,759.79	300,654.99	306,668.09	312,801.45
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	49,920.00	49,400.00	48,760.00	-	-
Total Estimated Revenues	\$ 12,716,223.24	\$ 12,956,629.30	\$ 13,201,493.89	\$ 13,402,908.57	\$ 13,657,846.74
Appropriations					
Trustee's Commission	\$ 354,074.43	\$ 368,237.41	\$ 382,966.91	\$ 398,285.58	\$ 414,217.01
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	3,070,000.00	4,315,000.00	6,430,000.00	6,640,000.00	6,990,000.00
Interest - Other Loans Payable	5,909,437.50	5,767,667.50	5,551,035.00	5,230,216.26	4,898,645.00
CCAC Total Payments	1,511,438.00	1,511,901.00	1,510,761.00	1,510,393.00	1,510,690.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 11,044,949.93	\$ 12,162,805.91	\$ 14,074,762.91	\$ 13,978,894.84	\$ 14,013,552.01
Increase/(Decrease) in Fund Balance	\$ 1,671,273.31	\$ 793,823.39	\$ (873,269.02)	\$ (575,986.28)	\$ (355,705.27)
Fund Balance, Beginning	8,561,983.90	10,233,257.21	11,027,080.60	10,153,811.59	9,577,825.31
Fund Balance, Ending	\$ 10,233,257.21	\$ 11,027,080.60	\$ 10,153,811.59	\$ 9,577,825.31	\$ 9,222,120.04

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2020-21 Preliminary Budget	2021-22 Preliminary Budget	2022-23 Preliminary Budget	2023-24 Preliminary Budget	2024-25 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 12,455,459.98	\$ 12,704,569.18	\$ 12,958,660.56	\$ 13,217,833.77	\$ 13,482,190.45
Discount on Property Taxes	(136,873.78)	(139,611.25)	(142,403.48)	(145,251.55)	(148,156.58)
Trustee's Collections - PY	290,000.00	295,000.00	300,000.00	305,000.00	310,000.00
Clerks Collections - PY	62,000.00	64,000.00	66,000.00	68,000.00	70,000.00
Interest and Penalties	46,000.00	47,000.00	48,000.00	49,000.00	50,000.00
Pick-up Taxes	48,000.00	49,000.00	50,000.00	51,000.00	52,000.00
PMTS in Lieu of Tax - Util.	116,000.00	119,000.00	122,000.00	125,000.00	128,000.00
Business Tax	319,057.48	325,438.63	331,947.40	338,586.35	345,358.07
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-
Total Estimated Revenues	\$ 13,917,643.67	\$ 14,182,396.55	\$ 14,452,204.48	\$ 14,727,168.57	\$ 15,007,391.94
Appropriations					
Trustee's Commission	\$ 430,785.69	\$ 448,017.11	\$ 465,937.80	\$ 484,575.31	\$ 503,958.32
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	7,375,000.00	7,780,000.00	8,210,000.00	7,000,000.00	7,000,000.00
Interest - Other Loans Payable	4,556,135.00	4,194,760.00	3,813,540.00	3,411,250.00	3,211,250.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 12,561,920.69	\$ 12,622,777.11	\$ 12,689,477.80	\$ 11,095,825.31	\$ 10,915,208.32
Increase/(Decrease) in Fund Balance	\$ 1,355,722.99	\$ 1,559,619.43	\$ 1,762,726.68	\$ 3,631,343.26	\$ 4,092,183.62
Fund Balance, Beginning	19,799,930.04	21,155,653.03	22,715,272.46	24,477,999.14	28,109,342.40
Fund Balance, Ending	\$ 21,155,653.03	\$ 22,715,272.46	\$ 24,477,999.14	\$ 28,109,342.40	\$ 32,201,526.02

Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2020-21 Preliminary Budget	2021-22 Preliminary Budget	2022-23 Preliminary Budget	2023-24 Preliminary Budget	2024-25 Preliminary Budget
Estimated Revenues					
Current Property Taxes	\$ 12,455,459.98	\$ 12,704,569.18	\$ 12,958,660.56	\$ 13,217,833.77	\$ 13,482,190.45
Discount on Property Taxes	(136,873.78)	(139,611.25)	(142,403.48)	(145,251.55)	(148,156.58)
Trustee's Collections - PY	290,000.00	295,000.00	300,000.00	305,000.00	310,000.00
Clerks Collections - PY	62,000.00	64,000.00	66,000.00	68,000.00	70,000.00
Interest and Penalties	46,000.00	47,000.00	48,000.00	49,000.00	50,000.00
Pick-up Taxes	48,000.00	49,000.00	50,000.00	51,000.00	52,000.00
PMTS in Lieu of Tax - Util.	116,000.00	119,000.00	122,000.00	125,000.00	128,000.00
Business Tax	319,057.48	325,438.63	331,947.40	338,586.35	345,358.07
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-
Total Estimated Revenues	\$ 13,917,643.67	\$ 14,182,396.55	\$ 14,452,204.48	\$ 14,727,168.57	\$ 15,007,391.94
Appropriations					
Trustee's Commission	\$ 430,785.69	\$ 448,017.11	\$ 465,937.80	\$ 484,575.31	\$ 503,958.32
Principal - Notes	-	-	-	-	-
Interest - Notes	-	-	-	-	-
Principal - Other Loans Payable	7,375,000.00	7,780,000.00	8,210,000.00	7,000,000.00	7,000,000.00
Interest - Other Loans Payable	4,556,135.00	4,194,760.00	3,813,540.00	3,411,250.00	3,211,250.00
CCAC Total Payments	1,511,545.00	1,510,476.00	1,509,859.00	1,509,586.00	1,509,550.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 14,073,465.69	\$ 14,133,253.11	\$ 14,199,336.80	\$ 12,605,411.31	\$ 12,424,758.32
Increase/(Decrease) in Fund Balance	\$ (155,822.01)	\$ 49,143.43	\$ 252,867.68	\$ 2,121,757.26	\$ 2,582,633.62
Fund Balance, Beginning	9,222,120.04	9,066,298.03	9,115,441.46	9,368,309.14	11,490,066.40
Fund Balance, Ending	\$ 9,066,298.03	\$ 9,115,441.46	\$ 9,368,309.14	\$ 11,490,066.40	\$ 14,072,700.02

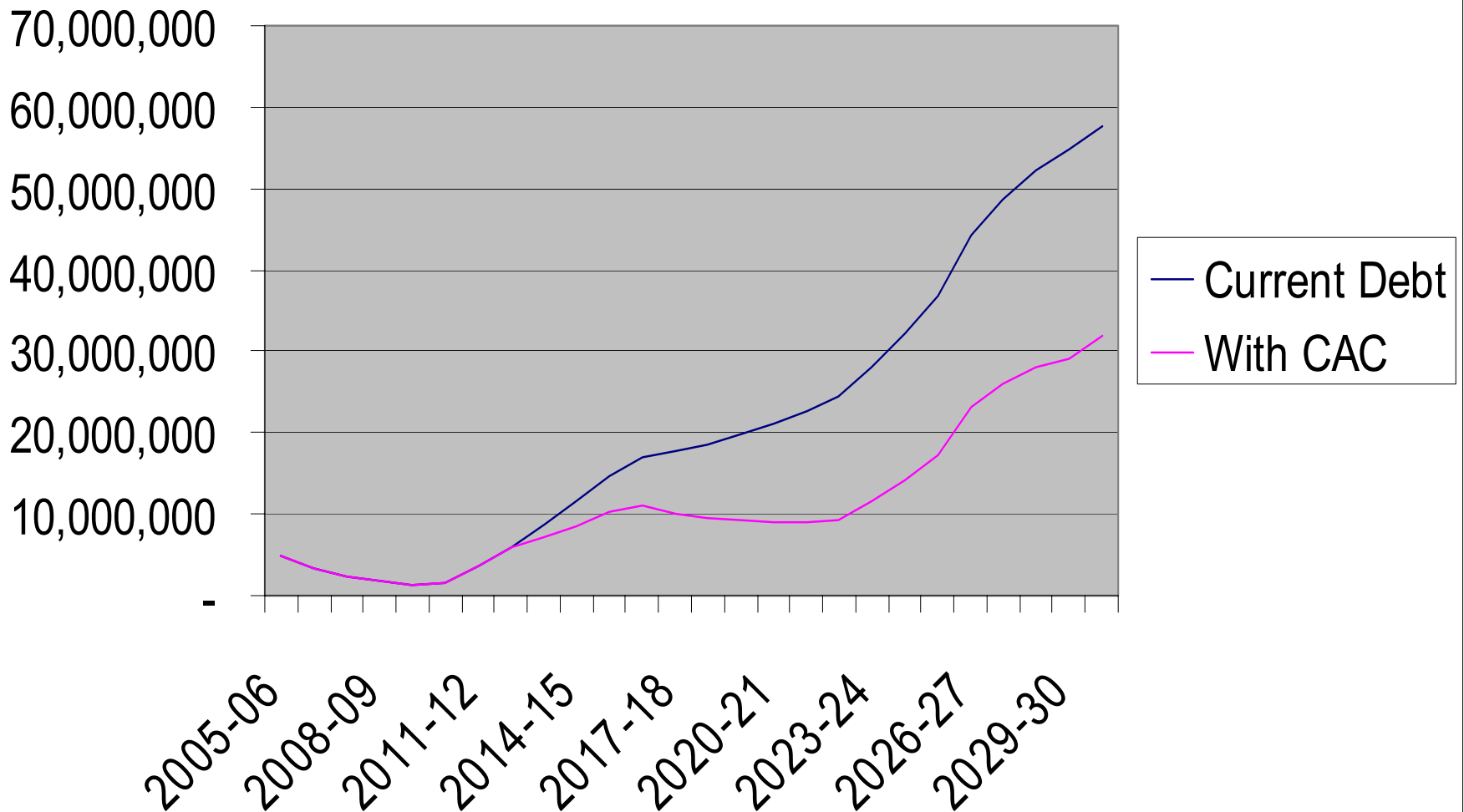
Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 \$10,000,000 Issue)
As of June 30, 2005

	2025-26 Preliminary Budget	2026-27 Preliminary Budget	2027-28 Preliminary Budget	2028-29 Preliminary Budget	2029-30 Preliminary Budget	2030-31 Preliminary Budget
Estimated Revenues						
Current Property Taxes	\$ 13,751,834.25	\$ 14,026,870.94	\$ 14,307,408.36	\$ 14,593,556.53	\$ 14,885,427.66	\$ 15,183,136.21
Discount on Property Taxes	(151,119.71)	(154,142.10)	(157,224.95)	(160,369.45)	(163,576.83)	(166,848.37)
Trustee's Collections - PY	315,000.00	320,000.00	325,000.00	330,000.00	335,000.00	340,000.00
Clerks Collections - PY	72,000.00	74,000.00	76,000.00	78,000.00	80,000.00	82,000.00
Interest and Penalties	51,000.00	52,000.00	53,000.00	54,000.00	55,000.00	56,000.00
Pick-up Taxes	53,000.00	54,000.00	55,000.00	56,000.00	57,000.00	58,000.00
PMTS in Lieu of Tax - Util.	131,000.00	134,000.00	137,000.00	140,000.00	143,000.00	146,000.00
Business Tax	352,265.23	359,310.54	366,496.75	373,826.69	381,303.22	388,929.28
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-	-
Total Estimated Revenues	\$ 15,292,979.78	\$ 15,584,039.37	\$ 15,880,680.16	\$ 16,183,013.76	\$ 16,491,154.04	\$ 16,805,217.12
Appropriations						
Trustee's Commission	\$ 524,116.66	\$ 545,081.32	\$ 566,884.57	\$ 589,559.96	\$ 613,142.36	\$ 637,668.05
Principal - Notes	-	-	-	-	-	-
Interest - Notes	-	-	-	-	-	-
Principal - Other Loans Payable	7,000,000.00	4,500,000.00	8,500,000.00	10,155,000.00	11,885,000.00	12,585,000.00
Interest - Other Loans Payable	3,011,250.00	2,811,250.00	2,211,250.00	1,711,250.00	1,203,500.00	616,665.00
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 10,735,366.66	\$ 8,056,331.32	\$ 11,478,134.57	\$ 12,655,809.96	\$ 13,901,642.36	\$ 14,039,333.05
Increase/(Decrease) in Fund Balance	\$ 4,557,613.12	\$ 7,527,708.05	\$ 4,402,545.59	\$ 3,527,203.81	\$ 2,589,511.68	\$ 2,765,884.07
Fund Balance, Beginning	32,201,526.02	36,759,139.14	44,286,847.19	48,689,392.78	52,216,596.58	54,806,108.27
Fund Balance, Ending	\$ 36,759,139.14	\$ 44,286,847.19	\$ 48,689,392.78	\$ 52,216,596.58	\$ 54,806,108.27	\$ 57,571,992.34

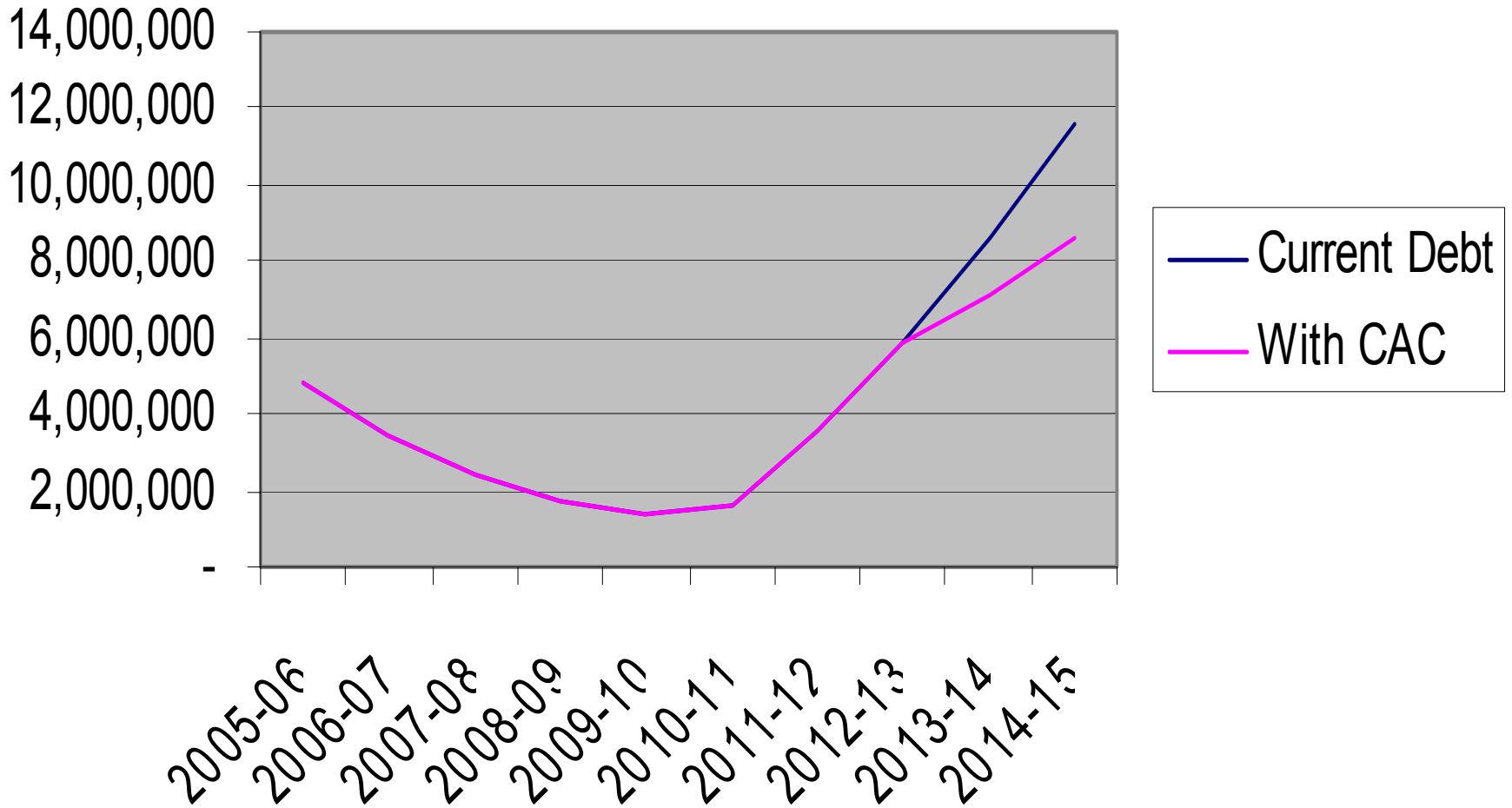
Blount County, TN
Debt Service Fund Budget
Through Payment of all Debt
With estimated debt issued
(Through 2006 CCAC Issue)
As of October 25, 2005

	2025-26 Preliminary Budget	2026-27 Preliminary Budget	2027-28 Preliminary Budget	2028-29 Preliminary Budget	2029-30 Preliminary Budget	2030-31 Preliminary Budget
Estimated Revenues						
Current Property Taxes	\$ 13,751,834.25	\$ 14,026,870.94	\$ 14,307,408.36	\$ 14,593,556.53	\$ 14,885,427.66	\$ 15,183,136.21
Discount on Property Taxes	(151,119.71)	(154,142.10)	(157,224.95)	(160,369.45)	(163,576.83)	(166,848.37)
Trustee's Collections - PY	315,000.00	320,000.00	325,000.00	330,000.00	335,000.00	340,000.00
Clerks Collections - PY	72,000.00	74,000.00	76,000.00	78,000.00	80,000.00	82,000.00
Interest and Penalties	51,000.00	52,000.00	53,000.00	54,000.00	55,000.00	56,000.00
Pick-up Taxes	53,000.00	54,000.00	55,000.00	56,000.00	57,000.00	58,000.00
PMTS in Lieu of Tax - Util.	131,000.00	134,000.00	137,000.00	140,000.00	143,000.00	146,000.00
Business Tax	352,265.23	359,310.54	366,496.75	373,826.69	381,303.22	388,929.28
Interest Earned	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Lease/Rentals (Parks & Recs.)	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Contracted Prisoner Board	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operating Transfers - Schools	-	-	-	-	-	-
From Maryville and Alcoa	-	-	-	-	-	-
Total Estimated Revenues	\$ 15,292,979.78	\$ 15,584,039.37	\$ 15,880,680.16	\$ 16,183,013.76	\$ 16,491,154.04	\$ 16,805,217.12
Appropriations						
Trustee's Commission	\$ 524,116.66	\$ 545,081.32	\$ 566,884.57	\$ 589,559.96	\$ 613,142.36	\$ 637,668.05
Principal - Notes	-	-	-	-	-	-
Interest - Notes	-	-	-	-	-	-
Principal - Other Loans Payable	7,000,000.00	4,500,000.00	8,500,000.00	10,155,000.00	11,885,000.00	12,585,000.00
Interest - Other Loans Payable	3,011,250.00	2,811,250.00	2,211,250.00	1,711,250.00	1,203,500.00	616,665.00
CCAC Total Payments	1,509,645.00	1,509,764.00	1,509,799.00	1,512,020.00	1,511,462.00	-
Other Debt Service	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Total Appropriations	\$ 12,245,011.66	\$ 9,566,095.32	\$ 12,987,933.57	\$ 14,167,829.96	\$ 15,413,104.36	\$ 14,039,333.05
Increase/(Decrease) in Fund Balance	\$ 3,047,968.12	\$ 6,017,944.05	\$ 2,892,746.59	\$ 2,015,183.81	\$ 1,078,049.68	\$ 2,765,884.07
Fund Balance, Beginning	14,072,700.02	17,120,668.14	23,138,612.19	26,031,358.78	28,046,542.58	29,124,592.27
Fund Balance, Ending	\$ 17,120,668.14	\$ 23,138,612.19	\$ 26,031,358.78	\$ 28,046,542.58	\$ 29,124,592.27	\$ 31,890,476.34

Blount County Debt Service Fund Balance



Blount County Debt Service Fund Balance





GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") made and entered into on this the _____ day of _____, 2005, by and between MARYVILLE COLLEGE, a Tennessee nonprofit corporation ("Lessor"); and THE INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY, TENNESSEE, a Tennessee nonprofit corporation and instrumentality of Blount County, Tennessee ("Lessee");

WITNESSETH:

I.

LEASED PROPERTY

That for and in consideration of the rents reserved and the covenants herein contained, Lessor does hereby lease unto Lessee the following real property, together with all buildings, structures and other improvements now or hereinafter located thereon and all easements and appurtenance related thereto (collectively, the "Leased Premised") located in the City of Maryville, _____ Civil District of Blount County, Tennessee: Parcels _____ as shown on Map No. ____ as recorded in the Register's Office of Blount County, Tennessee and described more fully on Exhibit A attached hereto.

II.

TERM OF LEASE

The term of this Lease shall be for a period of twenty-five (25) years, beginning _____, and ending at midnight on _____. It is understood and agreed that upon the expiration of the initial term of this Lease, Lessee shall have the right and option to renew this Lease for one (1) additional period of twenty-five (25) years under the same terms and conditions of the initial term, the said renewal period to begin on the expiration of the initial term. This Lease shall renew automatically for such renewal term unless the Lessee shall notify the Lessor not less than six (6) months prior to such expiration of this Lease of its intention not to renew this Lease. Such renewal shall be on the same terms as are in effect during the initial term of this Lease.

III.

RENT

Lessee agrees to pay or cause to be paid to the Lessors, as rent for the aforesaid premises, during the initial term of twenty-five (25) years, the sum of One Dollar (\$1.00) per year, due and payable on the 1st day of each year commencing January 1, 2007.

In the event Lessee shall renew this Lease for the additional twenty-five (25) year renewal period, as provided for in Section II above, then the rent during such renewal period shall be due and payable at the same time and in the same amount for each calendar year as herein provided for the initial twenty-five (25) year term of this Lease.

IV.

SURRENDER OF PREMISES

At the termination of this Lease, or any extension or renewal thereof, whether by limitation or forfeiture, Lessee covenants to quit, surrender and deliver up to Lessor the Leased Premises, including all buildings and improvements forming a part thereof, all of which shall be and remain the property of Lessor, wholly free and discharged of and from all rights, claims and demands of Lessee.

V.

DEFAULT

A. In the event of a default on the part of Lessee in the payment of rents (whether demand shall have been made therefore or not, such demand being waived), or in the payment of any other amounts hereunder, and if Lessor shall execute and deliver to Lessee a written notice specifying such default, setting out the amount of unpaid rent or other sums agreed to be paid by Lessee and claimed by Lessor to be due, as the case may be, and the default thus specified by such notice shall continue for a period of ninety (90) days from and after the date that such notice is delivered to Lessee, then, in such event, Lessor, its agent or attorney, shall have the full right, at their election, to enter upon the Leased Premises and take immediate possession thereof, and remove all persons and Lessee's property therefrom without being guilty of any manner of trespass.

B. In the event of a default by Lessee in any respect in connection with any of the covenants or agreements of this Lease set forth to be performed or observed by Lessee other than failure to pay such rents, and other amounts hereunder, Lessor shall have the right to execute and deliver to Lessee a written notice specifying such default, and unless, within ninety (90) days from and after the date that such notice is delivered to Lessee, Lessee shall have commenced to remove or to cure such default and shall thereafter proceed with reasonable diligence completely to remove or cure such default, Lessor shall have the full right, at its election, to exercise the right of entry and termination set forth in this Lease. It is expressly understood and agreed that if the curing of any default is delayed by reason of war, civil commotion, act of God, governmental restriction, regulations or interferences, fire or other casualty or any circumstances beyond the control of Lessee or of any trustee or beneficiary, whether similar to any of those enumerated or not, Lessee and such trustees or beneficiaries, each and all, shall be excused from commencing to remove or cure or from failure completely to remove and cure any such default during such period of delay.

VI.

SUBLETTING AND ASSIGNMENT

Lessee may sublet the Leased Premises to Blount County, Tennessee, the City of Maryville, Tennessee and the City of Alcoa, Tennessee pursuant to a Lease Agreement (the "Civic Center Lease"), the form of which is attached hereto as Exhibit B. Except as described in the foregoing sentence, Lessee shall not sublet, assign or otherwise convey any interest in the Leased Premises without the prior written consent of Lessor.

VII.

WARRANTY OF QUIET POSSESSION

The Lessor warrants to Lessee the peaceful possession and enjoyment of the leased property against disturbances of any persons whomsoever having lawful claims, and further warrant that they are vested with a valid and merchantable title to the leased property, free of all liens, mortgages, unpaid taxes, or other encumbrances.

VIII.

USE OF LEASED PROPERTY

Lessee, its subtenants, assigns, personal representative and successors in interest, shall have the absolute and unrestricted right to use the Leased Premises for any lawful purpose or purposes, including without limitation the right to grade, fill or remove earth and the right to construct, remove, repair, alter, maintain, modernize or replace any building, buildings or other improvements necessary or desirable at their option so that they shall have and enjoy the said absolute and unrestricted use of the Leased Premises.

IX.

STATUS AND DESIGNATION OF PARTIES – DEFINITIONS

Wherever appropriate, words used in this Lease in the singular may include the plural or the plural may be read as the singular and the neuter may include the masculine or feminine or may be read, if and when appropriate, as having reference to persons, natural or artificial.

X.

NOTICE

For the purpose of giving any notice hereunder to Lessee, the same shall be deemed given when deposited in a United States Post Office, postpaid by Registered Mail, Return Receipt Requested, addressed to:

The Industrial Development Board of
Blount County, Tennessee

Attn: Chairman

Lessee may, by letter sent Registered Mail, Return Receipt Requested, to Lessors at any time, change the address to which notices shall be sent to Lessee.

For the purpose of giving notice hereunder to Lessor, the same shall be deemed given when deposited in a United States Post Office, postpaid by Registered Mail, Return Receipt Requested, addressed to:

Maryville College

Lessor may, by letter sent Registered Mail, Return Receipt Requested, to Lessee, change the address to which notices shall be sent to Lessor by similar notice to Lessee.

XI.

PAYMENT OF RENT

Rent shall be paid at the address of Lessor shown at which notices are to be given under Section X.

XII.

CONSTRUCTION OF PROVISIONS OF LEASE

This lease and any subleases or assignments hereunder shall be construed under the laws of the State of Tennessee. This lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, personal representatives, sub-lessees, successors, and assigns. The options, rights, obligations and provisions of this Lease shall be binding upon and inure to the benefit not only of the parties hereto, but also their respective heirs, devisees, personal representatives, sub-lessees, successors and assigns.

XIII.

MEMORANDUM OF LEASE

Lessor and Lessee will at any time at the request of either one, execute duplicate originals of an instrument in such form as is reasonably requested by the requesting party a short form lease or memorandum of lease setting forth the description of the Leased Premises and the terms of this Lease so that it will not be necessary to record this Lease in its entirety. At the request of either party, the parties shall also execute duplicate originals of an instrument in recordable form evidencing the term of this Lease, including any renewal terms.

XIV.

ESTOPPEL CERTIFICATES

Within thirty (30) days following the request of Lessee or any leasehold mortgagee or any sublessee or prospective purchaser of the Leased Premises, Lessor shall execute an estoppel certificate certifying as to certain matters pertaining to this Lease, including without limitation, (i) that the copy of this Lease to be attached to the certificate is a true, correct and complete copy of this Lease, (ii) that this Lease is in full force and effect as of the date of the estoppel certificate, and has not been modified or amended except as disclosed therein, (iii) that this Lease sets forth the entire agreement between Lessor and Lessee relating to the leasing of the Leased Premises, (iv) that there are no other agreements, written or oral, relating to the leasing of the Leased Premises, (v) the commencement date and termination date of this Lease, (vi) whether there exists any uncured or outstanding defaults or events of default under this Lease or events which, with the passage of time, and the giving of notice, or both, would be a default or event of default under this Lease, (vii) whether any notice of termination has been given or received by Lessor with respect to Lease, (viii) the date through which all payments due under this Lease have been

paid, (ix) the amount of rent due and payable under this Lease, and (x) whether there are any disputes between Lessor and Lessee with respect to any rental due under this Lease or with respect to any provision of this Lease.

XV.

GRANTING OF EASEMENTS

Lessee shall be entitled and is hereby authorized to enter into such easements or agreements with utility companies which are required in order to provide water, sewer, gas, cable, electric and any other utility service to the Leased Premises. Lessor hereby consents to the execution of such easements and agreements by Lessee and covenants and agrees to execute any necessary documents and agreements and to take such other action necessary in order to consummate same.

XVI.

TAKINGS

Any taking during the term of this Lease of any interest in the Leased Premises as a result of the actual exercise of the power of condemnation or eminent domain by the United States or any other body having such power or any sale or other transfer of any such interest in lieu of or in anticipation of the impending exercise of any such power, to any person legally empowered to exercise such power shall, for the purposes of this Lease, be herein referred to as a "Taking". Notwithstanding any provision herein to the contrary, Lessee shall receive the entire award for any Taking, and any such award payable to Lessee shall be applied in accordance with the Civic Center Lease or shall otherwise be payable to Lessee.

In the event all or portion of the Leased Premises is subject to a Taking and the Civic Center Lease terminates as a result thereof, this Lease shall terminate upon notice by Lessee to Lessor; provided, however, that the termination of this Lease shall not benefit the condemnor and shall be without prejudice to the right to recover just and adequate compensation from the condemning authority.

In the event less than all of the Leased Premises is subject to a Taking and the Civic Center Lease is not terminated as a result thereof, this Lease shall not terminate, provided, however, such continuing of this Lease shall be without prejudice to the right to recover just and adequate compensation from the condemning authority.

IN WITNESS WHEREOF, the parties hereto have executed this document effective as of the
_____ day of _____, 200_.

LESSOR:

MARYVILLE COLLEGE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

LESSEE:

THE INDUSTRIAL DEVELOPMENT BOARD
OF BLOUNT COUNTY, TENNESSEE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

**AGREEMENT WITH RESPECT TO THE
DEVELOPMENT AND OPERATION OF
CIVIC ARTS CENTER**

THIS AGREEMENT WITH RESPECT TO THE DEVELOPMENT AND OPERATION OF THE CIVIC ARTS CENTER (the "**Agreement**") is effective as of the _____ day of _____, 2005, by and between **MARYVILLE COLLEGE**, a Tennessee nonprofit corporation (the "College"), **THE INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY, TENNESSEE**, a Tennessee public nonprofit corporation and instrumentality of Blount County, Tennessee (the "Board"), **BLOUNT COUNTY, TENNESSEE**, a county created under the laws of the State of Tennessee (the "County"), the **CITY OF MARYVILLE, TENNESSEE**, a Tennessee municipal corporation ("Maryville") and the **CITY OF ALCOA, TENNESSEE**, a Tennessee municipal corporation ("Alcoa" and together with Maryville, the "Cities").

Background Statement

The Board is authorized by the laws of the State of Tennessee to construct and finance public buildings and to lease such buildings to counties and cities in the State of Tennessee. The County, Maryville and Alcoa have requested to the Board to cause the acquisition, construction and financing of a civic arts center to be leased to the County and the Cities. The County and the Cities have determined that the construction of a civic arts center will provide educational opportunities for the citizens of the County and the Cities, promote and encourage the undertaking and performance of the arts in the community and promote economic development and regional tourism. The College has agreed to make available a site for the development of the civic arts center on property owned by the College and is willing to lease such site to the Board. As an anticipated user of the facility, the College will benefit from the construction and operation of the civic arts center. The College has therefore also agreed to oversee the development and operation of the civic arts center and to contribute funds to assist in paying for certain costs relating to the civic arts center. The College, the Board, the County and the Cities desire to set forth in this Agreement their respective obligations with respect to the construction, operation and financing of the civic arts center.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the College, the Board, the County and the Cities do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Unless the context shall clearly indicate otherwise, when used in this Agreement the words and phrases set forth below shall be defined as follows:

"Advisory Board" shall mean the Civic Arts Center Advisory Board created pursuant

to Article IX of this Agreement.

"Alcoa" shall mean the City of Alcoa, Tennessee, a Tennessee municipal corporation.

"Board" shall mean The Industrial Development Board of Blount County, a public nonprofit corporation and instrumentality of the County.

"Bonds" shall mean the bonds to be issued by the Board pursuant to the terms of this Agreement to finance the Project.

"Bond Documents" shall mean all documents entered into by the Board in connection with the issuance of the Bonds.

"Capital Improvements" shall mean all necessary capital repairs and replacements to the Project, including any equipment therein.

"Certificate of Occupancy" shall mean the certificate to be issued by the appropriate Government Authority certifying that the Project is suitable for occupancy.

"Cities" shall mean Alcoa and Maryville.

"College" shall mean Maryville College, a Tennessee nonprofit corporation.

"Completion Date" shall mean the date the Certificate of Occupancy is issued.

"Construction Consultants" shall mean any and all architects, engineers, land planners, lawyers, general contractors, accountants, and all other consultants and contractors deemed, from time to time, by the College to be necessary or appropriate to assist the College in the performance of its duties pursuant to Article VI of this Agreement, including the Project Manager.

"Contract Date" shall mean the date first stated on the first page of this Agreement, regardless of whether said date shall be prior to or subsequent to the date when this Agreement shall have been executed or delivered by any party hereto.

"County" shall mean Blount County, Tennessee, a county created under the laws of the State of Tennessee.

"Designated Representative" shall mean, (a) with respect to the College, its President or Vice President for Finance, (b) with respect to the Board, its Chairman or Vice Chairman, (c) with respect to the County, its County Mayor or Finance Director or (d) with respect to either City, its Mayor or City Manager.

"Development Budget" shall mean the projected expenditures required to construct and equip the Project in accordance with the Plans.

"Environmental Law" means any federal, state or local statute, regulation or

ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated thereunder, and amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. § 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) the Clean Water Act (33 U.S.C. § 1251 et seq.); (v) the Clean Air Act (42 U.S.C. § 7401 et seq.); (vi) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f et seq.); (vii) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321); (viii) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (ix) comparable state statutes.

"Excused Delays" shall mean any suspension or delay in the College's performance of its duties and obligations pursuant to Article VI of this Agreement by reason of the occurrence of any one or more of the following conditions or events: (a) any event or condition beyond the reasonable control of the College, including but not limited to acts of God, strikes, weather conditions, unanticipated shortages of materials, acts of a public enemy, including acts of terrorism, or other similar events; (b) subsurface conditions relating to the Project Site; (c) the presence of Hazardous Materials on the Project Site or the actual or alleged violation or required compliance with any Environmental Law which is not caused by the College; or (d) acts of or a failure to act by the Board, the County or either of the Cities. In the event that the College desires to assert an Excused Delay as the reason for any failure or delay in performing any obligation or agreement under Article VI or Article VII of this Agreement, the College shall notify the other parties hereto of such Excused Delay and set forth in such notice the College's good faith estimate of the number of days of Excused Delay expected to result therefrom, and shall advise the other parties hereto of any change in such estimate. Any Excused Delay shall be deemed to commence on the day that the event causing such Excused Delay first adversely affects performance of the College's obligations.

"Facility Management Subcontractors" shall mean third party service providers deemed, from time to time, by the College to be necessary or appropriate to assist the College in the performance of its duties as manager of the Project pursuant to Article VII of this Agreement.

"Government Authorities" shall mean all municipal, county, state and federal governments, agencies, authorities, courts and officials now or hereafter having jurisdiction over the Project Site.

"Ground Lease" shall mean the lease of the Project Site to the Board by the College as provided in Article III of this Agreement.

"Hazardous Materials" means any petroleum product, and any hazardous, toxic or

dangerous waste, substance or material defined as such in Environmental Law.

"Legal Requirements" shall mean all current laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations and other requirements of all Government Authorities now or hereafter applicable to or affecting the Project Site or any use or condition of the Project Site.

"Operating Budget" shall mean the budget prepared by the College pursuant to Section 7.10 for each fiscal year to operate and maintain the Project.

"Person" shall mean any natural or artificial legal entity whatsoever, including, without limitation, any individual, general partnership, limited partnership, incorporated association, sole proprietorship, corporation, trust, business trust, real estate investment trust, Government Authority or joint venture.

"Plans" shall mean the Plans for the Project prepared pursuant to Article VI of this Agreement.

"Preliminary Plans" shall mean the Preliminary Plans for the Project included in the Phase II Report submitted to the College, the County and the Cities by the Project Manager dated October 5, 2005.

"Project" shall mean the civic arts center, including the building and all equipment therein, to be constructed and equipped pursuant to this Agreement.

"Project Lease" shall mean the Lease Agreement with respect to the Project from the Board to the County and the Cities.

"Project Management Agreement" shall mean the Project Management Agreement between the College and the Project Manager to provide for the oversight of the development and construction of the Project by the Project Manager.

"Project Manager" shall mean Lawler-Wood, LLC, or such other developer as is acceptable to the College.

"Project Site" shall mean the property to be leased to the Board by the College pursuant to Article III of this Agreement on which the Project will be located, which property is described on **Exhibit A** attached hereto.

ARTICLE II **PLANS AND SPECIFICATONS**

2.1 **COMPLETION AND APPROVAL OF PLANS.** The College shall cause the Plans for the Project to be completed in consultation with the Designated Representatives of the County and the Cities. Such Plans shall be in sufficient form for the College to obtain an

accurate estimate of the cost of the Project. The Plans shall be consistent in all materials in respect with the Preliminary Plans previously submitted to the County and the Cities.

2.2 COST TO COMPLETE PLANS. The College shall pay all costs incurred prior to the issuance of the Bonds in connection with the completion of the Preliminary Plans and the Plans as provided in Article II, provided that the College shall be entitled to reimbursement for such costs from the proceeds of the sale of the Bonds.

2.3 CHANGES TO PLANS. The College will not permit any change to be made to the Plans if such change would materially alter the Plans with respect the appearance, design or size of the Project described in the Preliminary Plans already approved by the parties hereto.

ARTICLE III **AGREEMENT TO GROUND LEASE**

3.1 GROUND LEASE OF PROJECT SITE. The College agrees to lease the Project Site to the Board pursuant to the Ground Lease, the form of which is attached as **Exhibit B** hereto. The Ground Lease shall be executed and delivered by the Board and the College contemporaneously with the issuance of the Bonds, and the contemporaneous issuance of the Bonds shall be a condition precedent to the execution and delivery of the Ground Lease.

3.2 ACCESS AND PARKING AGREEMENTS. Prior to and as a condition precedent to the execution of the Ground Lease, the College and the Board shall agree upon (a) a parking license agreement to permit adequate overflow parking for Persons attending events at the Project on adjacent property of the College and (b) such access and construction easements as may be required to provide vehicular access to the Project Site and to permit the grading of the Project Site and the construction thereon of the Project.

ARTICLE IV **AGREEMENT TO LEASE PROJECT**

4.1 PROJECT LEASE. The County and the Cities agree to lease the Project pursuant to the Project Lease, the form of which is attached as **Exhibit C** hereto. The Project Lease shall be executed and delivered by the Board and the College contemporaneously with the issuance of the Bonds, and the contemporaneous issuance of the Bonds shall be a condition precedent to the execution and delivery of the Project Lease.

4.2 RENTAL PAYMENTS UNDER PROJECT LEASE. The rent payable under the Project Lease shall be equal to the payments of principal and interest on the Bonds plus any ongoing expenses, such as expenses of any bond trustee, relating to the administration of the Bonds. The County shall be responsible for the payment of ___% of the rent payable under the Project Lease; Maryville shall be responsible for the payment of ___% of the rent payable

under the Project Lease; and Alcoa shall be responsible for the payment of ___% of the rent payable under the Project Lease. The obligations of the County and the Cities under the Project Lease to pay rent shall be several and not joint.

ARTICLE V **ISSUANCE OF BONDS**

5.1 **ISSUANCE OF BONDS.** Within sixty (60) days of the date of approval of the Plans by the parties hereto pursuant to Section 2.1 hereof and compliance by the College with Section 10.2 hereof, the Board shall use its best efforts to cause the issuance of the Bonds. The Bonds shall be sold in such manner as is determined by the Board of Directors of the Board, provided that terms of sale shall be consistent with Section 5.2 hereof.

5.2 **TERMS OF BONDS.** The principal amount of the Bonds shall not be in excess of the maximum amount required to design, construct and equip the Project, including "soft costs" associated with construction, as set forth in Development Budget plus the costs of issuing the Bonds, provided in no event shall the maximum principal amount of the Bonds exceed \$45,000,000. The Bonds shall mature not later than 50 years from the date of their issuance. The payment of interest on the Bonds shall commence no later than ___ years from the date of issuance of the Bonds, and the payment of principal of the Bonds shall commence no later than ___ years from the date of issuance of the Bonds. The maximum principal amount, amortization schedule and interest rates with respect to the Bonds shall be subject to the approval of the Designated Representatives of the County and each of the Cities, and the Board shall not enter into a written commitment to sell the Bonds until such approvals are obtained by the Board.

5.3 **LAST DATE FOR ISSUANCE OF BONDS.** If the Bonds are not issued on or before June 30, 2006 (unless such date is extended by the Designated Representatives of all of the parties to this Agreement), this Agreement shall terminate on such date, and the parties shall have no further obligations hereunder other than their obligations under Section 2.3.

ARTICLE VI **ENGAGEMENT OF COLLEGE AS THE DEVELOPER OF THE PROJECT**

6.1 **EXCLUSIVE ENGAGEMENT OF COLLEGE.** The Board hereby engages the College to serve as exclusive developer of the Project. In such capacity, the College shall be responsible for assembling the resources necessary to construct the Project in accordance with the Plans and the Development Budget, with the funds provided for herein. The College hereby accepts such engagement in accordance with and subject to the provisions set forth in this Agreement.

6.2 **AUTHORITY AND RESPONSIBILITY OF THE COLLEGE.** The Board hereby authorizes the College, and the College hereby agrees, to select, engage, coordinate and supervise all Construction Consultants, including the Project Manager, in connection with the development and construction of the Project. The College shall enter into contracts or

agreements with each Construction Consultant in the College's own name. The College shall proceed diligently with the development and construction of the Project and shall cause the completion of the Project in accordance with the provisions of this Agreement. Among the other responsibilities of the College are:

(a) The College shall engage or cause to be engaged all Construction Consultants for the Project, subject to the limitations of this Agreement. Prior to the date of issuance of the Bonds, the College shall enter into the Project Management Agreement with the Project Manager pursuant to which the Project Manager will agree to oversee the development and construction of the Project in a manner consistent with the obligations of the College under this Agreement.

(b) The College shall manage and coordinate the services of the Construction Consultants responsible for the design and construction of the Project. The College shall review, verify, and recommend for payment all applications for payment submitted as a Disbursement Request as described in Section 6.5 hereof.

(c) The College shall obtain, or cause to be obtained by others, all permits and approvals from Government Authorities and other authorities which, under law, are necessary to commence, prosecute, complete, occupy and use the Project. The Board agrees to execute any and all consents, certificates or other documents which may be required in order to allow the College to obtain, or to expedite the obtaining by the College of, all such permits and approvals.

(d) The College shall prepare, or cause to be prepared by others, all applications necessary to obtain commitments for water, sewer, electricity, telephone and other utility services necessary for the construction and operation of the Project. All such applications shall be completed and obtained by the College in its own name and processed by the College on a timely basis. The Board agrees to execute any and all consents, certificates, or other documents, which may be required, in order to allow the College to obtain, or to expedite the obtaining by the College of, all such permits and approvals.

(e) The College shall direct, supervise, coordinate and monitor the activities of all Construction Consultants engaged in the development and construction of the Project; review, verify and recommend for payment all applications for payment, invoices and statements submitted by such Consultants to be paid as a Disbursement Request as described in Section 6.5 hereof, inspect and monitor the work and activities of such Construction Consultants; and inspect construction and progress on a regular basis.

(f) The College shall advise and assist the Board with respect to the execution of such easements, dedications, covenants, variances and any and all other administrative approvals or consents as the College considers necessary or appropriate for the Project.

(g) The College shall observe the progress of the Project from time to time and provide or cause to be provided by the Project Manager monthly reports (which shall

include cost and scheduling analysis) to the Board, the County and the Cities concerning the College's evaluation of the progress of the Project.

6.3 COMPLETION OF PROJECT. The College shall perform all of the College's obligations set forth in this Article IV in a timely manner in accordance with the terms of this Agreement. The College shall notify the Board promptly upon the occurrence of any Excused Delays and shall use its good faith efforts to overcome any delays in connection with the performance of the College's obligations resulting therefrom. The College shall obtain a Certificate of Occupancy for the Project on or before September 1, 2010 with such deadline being extended for each day of delay resulting from any Excused Delays.

6.4 COSTS AND EXPENSES TO COMPLETE PROJECT.

(a) The College, in consultation with the Project Manager has submitted to the other parties hereto the Development Budget, attached hereto as Exhibit E, which includes all anticipated costs relating to the development, construction and equipping of the Project.

(b) The Board shall approve disbursements of the proceeds of the Bonds to pay costs of the Project that are included in the Development Budget. In the event any cost is incurred with respect to the development or construction of the Project for any item in excess of the Development Budget, the College shall be responsible for paying any such cost unless such cost was approved by the governing bodies of the Board, the County and the Cities, provided, however, that if the College demonstrates to the satisfaction of the Designated Representatives of the Board, the County and the Cities that savings are available in one item of the Development Budget that can offset any excess amounts in another line item in the budget, the College will be permitted to allocate such savings to pay such excess costs.

6.5 PAYMENT OF BUDGETED DEVELOPMENT AND CONSTRUCTION COSTS BY THE BOARD; METHOD OF PAYMENT. The parties hereto acknowledge that, in order for the College to perform all of its obligations under this Project and deliver the Project to the Board in a timely fashion, the Board must make available to the College the proceeds of the Bond to pay costs incurred in connection with the performance of the obligations of the College set forth in this Article up to the aggregate amounts set forth in each item of the Development Budget. To that end, the Board agrees to make the proceeds of the Bonds (less amounts available to pay costs of issuance of the Bonds) available to the College to pay the costs of the Project in the following manner:

(a) On or prior to the last day of each calendar month until the Completion Date and the payment of the costs of the Project, the College shall deliver to the Board (i) a request for disbursement in form reasonably acceptable to the Board and containing a certification by the College as to the percentage of the Project completed, in sufficient detail in order to allow the Board to verify the sufficiency and adequacy of all such costs and expenses in accordance with the Development Budget, and (ii) such other materials as are required under the Bond Documents to obtain a disbursement of the proceeds of the Bonds in the amount set forth in such disbursement request (any such schedule and other materials being referred to herein as a "Disbursement Request").

(b) Within five (5) days after the Board's receipt of a complete Disbursement Request satisfactory to the Board, the Board shall submit (or shall direct the College to submit) a corresponding request for disbursement under the Bond Documents. The Board shall diligently seek to obtain such disbursement under the Bond Documents.

(c) The College acknowledges and agrees that all amounts to be disbursed pursuant to a Disbursement Request submitted by the College to the Board shall be used to pay for costs and expenses permitted under the Bond Documents and which are (i) amounts due to the Project Manager or other Construction Consultants in connection with work performed on or with respect to the Project, or (ii) other line items set forth in the Development Budget.

6.6 GUARANTIES AND WARRANTIES. The College shall use its good faith efforts to obtain normal and customary warranties or guaranties from each Construction Consultant for the work to be performed by each Construction Consultant in connection with the Project, which are fully assignable to the Board, and upon the completion of the Project by the College pursuant to terms of this Agreement, the College hereby agrees to assign to the Board, without recourse, each such warranty and guaranty.

6.7 BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

(a) Books. The College shall maintain for the Board current and complete records and accounts of all transactions with respect to the Project and the development and construction of the Project. Such books of account shall be maintained at the College's office in Maryville, Tennessee or at such other place as the parties shall agree upon, and the Board and its accountants, auditors and agents shall have access to such books and accounts during normal business hours upon reasonable prior written notice. The College shall maintain said books and accounts in a safe manner and separate from any records not dealing directly with the Project. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by the Board.

(b) Records. The College shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the Project.

(c) Reports. Not later than the twentieth (20th) day following each month after commencement of the construction of the Project, the College shall furnish the Board, the County and the Cities (i) a statement of all disbursements made by the College in connection with the Project for the preceding month, prepared in such reasonable detail and form as shall be required by the Board, and (ii) a development status report detailing the status of development on the Project.

(d) Property of the College. All such books and records shall be and remain the property of the College; provided, however, that the Board shall at all reasonable

times have access to such books and records for inspection, audit, copying, examination and transcription.

(e) Audit. The Board shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of the College's files, books, records, costs and expenses pertaining to the development and construction of the Project.

6.8 EMPLOYEES. The College shall, at its expense, hire and retain, as employees of the College (or as employees of a Construction Consultant), and not as employees of the Board, such personnel as may be required to properly perform the College's functions under this Article. The compensation, retention and performance of employees hired by the College shall be controlled exclusively by the College. The College shall be responsible for complying with all laws and regulations affecting such employment, including the provision of any benefits or compensation required by statute or contract.

6.9 THE COLLEGE'S EFFORTS. The College shall furnish its reasonable skill and judgment, acting through its Construction Consultants, in developing and constructing the Project and in advising the Board with respect to the Project. The College shall cause the Project to be completed in as expeditious and economical a manner as is practicable and consistent with the Plans. The College shall use reasonable efforts to cause the completed Project to fully comply with all Legal Requirements, including Environmental Laws. The College will comply with all applicable Legal Requirements (including applicable Environmental Laws) in performing its services pursuant to this Article. The College shall use its good faith efforts to cause the Project to be completed in a lien free manner, and shall promptly remove or cause to be removed by bonding or otherwise all liens filed against the Project Site and/or related to the Project.

6.10 INSURANCE. The College, during the period of the development and construction of the Project, shall place and maintain (or cause to be placed or maintained), builder's risk insurance in the full replacement value of the Project. The Board shall be shown as the payee and insured under such policy, and all proceeds of such insurance shall be payable to the Board or its designee. Such policy shall provide that it shall not be cancelled without at least thirty (30) days' prior written notice to the Board.

6.11 SUBSTANTIAL DESTRUCTION. If, prior to completion of the Project, (a) the Project is totally destroyed by any cause, or (b) the Project or the Project Site is so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original anticipated completion date, then, in either event, the Board shall have the right to terminate this Agreement as of the date of such destruction by notifying the College within sixty (60) days after such damage or destruction, and, subject to the payment by the Board, but solely from the proceeds of the Bonds, of all amounts due to Project Manager or any Construction Consultants, the parties hereto shall have no further rights or obligations hereunder.

6.12 OBLIGATION TO REBUILD. If, prior to the completion of the Project, the Project or the Project Site should be destroyed or damaged by any cause, and Section 6.11

shall not be applicable or, if applicable, Owner does not elect to terminate this Agreement as provided in Section 6.11, then the College shall, subject to the availability of the proceeds from insurance being made available to it, promptly proceed to reconstruct, restore and repair the Project and/or the Project Site, as applicable, to the condition substantially equivalent to their condition immediately prior to the event causing such casualty. In the event of any such casualty, an Excused Delay shall be deemed to have occurred as of the date of the event of the casualty, and the completion deadline under this Agreement shall be extended accordingly.

ARTICLE VII

ENGAGEMENT OF THE COLLEGE AS FACILITY MANAGER

7.1 **FACILITY MANAGEMENT BY COLLEGE.** The Board hereby engages the College to act on the Board's behalf to manage and operate the Project for the term provided for herein following the Completion Date. The College shall pay all costs incurred in connection with the performance of its obligations hereunder to the extent such costs exceed the revenues from the operation of the Project. The Board, the County and the Cities hereby grant to the College all necessary power and authority to perform its obligations under this Article. The College hereby accepts such engagement in accordance with and subject to the provisions set forth in this Agreement. The College agrees to provide such services in consideration for the availability of the Project for programs sponsored by the College in accordance with the policies described in Section 9.3 and agrees that no additional compensation for such services shall be payable hereunder.

7.2 RESPONSIBILITY AND AUTHORITY OF THE COLLEGE WITH RESPECT TO OPERATION OF PROJECT.

(a) The College's general duty and responsibility pursuant to this Agreement shall be to manage and to supervise the Project. In discharging its general duty and responsibility, the College shall perform the following specific duties. The College will assemble the resources, supervise and direct the management of the Project. The duties of the College with respect to the management of the Project are as follows:

(i) The College shall hire/engage and supervise all full or part-time employees and service providers required in connection with the operation and maintenance of the Project;

(ii) To the extent necessary in the performance of its duties, the College shall negotiate the fees, charges and expenses of Facility Management Subcontractors required in connection with the Project;

(iii) The College shall make, cause to be made, or supervise all ordinary and necessary repairs, alterations, and Capital Improvements to the Project as appropriate;

(iv) The College will provide or supervise periodic cleaning and

janitorial services, with its employees or through a third party service provider;

(v) The College shall oversee the procurement of all goods, materials, supplies, appliances, uniforms, tools, inventory and equipment (the "Supplies") needed to operate the Project;

(vi) The College shall monitor and pay all utility charges and services related to the Project;

(vii) The College shall maintain an efficient business administration and superintendence of the Project;

(viii) The College shall prepare, submit, monitor, and propose revisions to the Operating Budget;

(ix) The College will assist in the moving, arrangement, and relocation of furniture and movable equipment in connection with the ordinary, day-to-day operations, such as the moving and installation of portable dividers or cubicles, the arrangement of furniture and equipment to facilitate presentations or meetings, and similar activities;

(x) the College shall engage or cause to be engaged all Facility Management Subcontractors reasonably needed to fulfill the Board's duties in connection with the operation and maintenance of the Project;

(xii) the College shall monitor the condition of the Project and provide periodic reports (which shall include, as applicable, cost and scheduling analysis) to the Board, the County and the Cities concerning the College's evaluation of the Project on an ongoing basis, to the extent of any material occurrences or changes in connection with the Project;

(xiii) the College shall provide periodic reports regarding the operation to the Project to the Board, the County and the Cities;

(xiv) the College shall coordinate and monitor repairs, replacements, refurbishments and capital maintenance as are needed to operate and maintain the Project in a first-rate condition; and

(xv) the College will establish and maintain a calendar for the use of the Project and will schedule, in compliance with the policies of the Advisory Board, the use of the Facility by Persons desiring to use the Project.

7.3 FACILITY MANAGEMENT. The College shall perform all of the College's obligations set forth in this Article VII in a timely and competent manner in accordance with the terms of this Agreement. The College shall notify the Board upon the occurrence of any Excused Delays in connection with the performance due by the College pursuant to this

Agreement, and shall use its good faith efforts to overcome any delays in connection with the performance of the College's obligations resulting therefrom.

7.4 TERM AS MANAGER. The term that the College shall act as facility manager pursuant to this Article shall commence (the "Commencement Date") on the date of completion of the Project and shall end forty (40) years thereafter. The parties hereto agree to enter into good faith negotiations at least one year prior to the expiration of this term to extend the term that the College will act as facility manager pursuant to this Article for the remaining term of the Ground Lease.

7.5 GUARANTIES AND WARRANTIES. The College shall use its good faith, commercially reasonable efforts to obtain normal and customary warranties or guaranties from each Facility Management Subcontractor for the work to be performed by each Facility Management Subcontractor in connection with the operation and maintenance of the Project, which are fully assignable to the Board, for the benefit of the County and the Cities.

7.6 BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

(a) Books. The College shall maintain current and complete records and accounts of all transactions with respect to operation and maintenance of the Project. Such books of account shall be maintained at the College's office in Maryville, Tennessee or at such other place as the parties shall reasonably agree upon. The Board, on behalf of the County and the Cities, and its accountants, auditors and agents, shall have access to such books and accounts during normal business hours upon reasonable prior written notice. The College shall maintain said books and accounts in a safe manner and separate from any records not dealing directly with the operating and maintenance of the Project. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by the Board.

(b) Records. The College shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the operation and maintenance of the Project which are provided or made available to the College.

(c) Reports. The College shall submit to the Board, the County and the Cities quarterly reports detailing the expenditures made by the College in connection with the Project during the preceding month, year-to-date expenses and variances with respect to the Operating Budget, and a report as to any material issues relating to the operating and maintenance of the Project. Within sixty (60) days following the end of each fiscal year of the Board, the College will submit to the Board, the County and the Cities the proposed annual Operating Budget for the current fiscal year required by Section 6.10 and an annual update to a five (5) year capital maintenance and replacement plan for the Project.

(d) Property of the College. All such books and records shall be and remain the property of the College; provided, however, that the Board shall at all reasonable times have access to such books and records for inspection, audit, copying, examination and

transcription.

(e) Audit. The Board shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of the College's files, books, records, costs and expenses pertaining to the Project.

7.7 STAFFING. The College shall hire employees or engage Contractors and/or Consultants, as it deems appropriate, to perform its obligations under this Article and the College shall have the authority and responsibility for the staffing for such services. The College will comply with all applicable Legal Requirements, including citizenship and security clearance requirements, with respect to all staffing requirements..

7.8 THE COLLEGE'S EFFORTS. The College shall use its reasonable skill and judgment in performing the operating and maintenance services required by this Article. The College shall use its good faith, commercially reasonable efforts to cause the operation and maintenance of the Project to be managed in as expeditious and economical a manner as is practicable. The College shall use its good faith efforts to cause such operation and maintenance services to be completed: (a) in compliance with all Legal Requirements; and (b) in a lien free manner, and shall promptly remove or cause to be removed by bonding or otherwise all liens filed against the Project Site or related to the Project.

7.9 APPLICATION OF REVENUES. All revenues from the operation of the Project shall be deposited in a separate account established by the College for such purpose. The College shall apply such revenues solely to pay expenses related to the operation and maintenance of the Project incurred by the College pursuant to this Article; provided, however, that if there are any excess revenues over expenses during any fiscal year, such excess revenues shall be held in such special account and used to pay costs, including the cost of Capital Improvements, incurred in connection with the operation, maintenance and improvement of the Project. In no event shall any revenues from the Project be commingled with the general funds of the College and used for any purposes of the College other than its obligations pursuant to this Article. To the extent the expenses incurred by the College to fulfill its obligations under this Article exceed the revenues from the Project in any fiscal year, the College shall be responsible for funding any such shortfall.

7.10 OPERATING BUDGET. At least ninety (90) days prior to the expected completion date for the Project, the College shall prepare an initial, annual budget for monthly operation and maintenance expenses (the "Operating Budget") for the first fiscal year that the Project will be in operation. As required by Section 7.8, the College will prepare and submit to the Board, the County and the Cities the Operating Budget for each fiscal year. The Board, the County or either City at their option may comment on such Operating Budget. The College will use its best efforts to operate and maintain the Project in accordance with the submitted Budget.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION. The College shall indemnify and save the Board, the County and the Cities harmless in respect of, and at the request of any of them, defend any action, cause of action, suit, debt, cost, expense, claim, or demand whatsoever brought or asserted by any third person whomsoever, at law or in equity, arising by way of any breach by the College, its employees, servants, agents, or other persons for whom it is responsible, of any of the provisions of this Agreement or by reason of the negligent act or omission or willful misconduct of the College, its employees, servants or agents, or other persons for whom it is responsible, whether committed within or beyond the scope of the College's duties and authority hereunder, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any act or occurrence preceding such expiration or termination. Nothing contained in this Section shall be deemed to nullify, or to constitute a waiver or relinquishment by the College of, the benefit to the College of any insurance carried by any party hereto with respect to the Project which covers any act, omission or conduct of the College for which the College has indemnified the Board, the County or either City hereunder.

8.2 INSURANCE. After the completion of the Project, the College shall maintain insurance providing the types and amounts of coverages more particularly described in Exhibit D attached hereto. All of the such policies of insurance shall: (i) name and designate the Board, the County and each City e as a named insured; (ii) be issued by insurers and be in forms and for amounts reasonably acceptable to the Board, the County and the Cities; and (iii) comply with all requirements of the Bond Documents. Without limiting the foregoing, all insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, and shall, to the extent obtainable, provide that such policies shall not be cancelled without at least thirty (30) days' prior written notice to each insured named therein.

8.3 EFFECT OF CASUALTY. If the Project is destroyed, substantially destroyed or damaged after the completion of the Project, the parties agree that Project shall be rebuilt unless the parties hereto agree to the contrary and that all insurance proceeds (after deducting any costs incurred in recovering such proceeds) shall be applied to the payment of the cost of rebuilding or repairing the Project. If the cost of such rebuilding or repair exceeds the available insurance proceeds, the College shall be responsible for paying any shortfall.

ARTICLE IX **ADVISORY BOARD**

9.1 ESTABLISHMENT OF ADVISORY BOARD. In order to assist with efficient operation of the Project for the benefit of the public, the parties hereto agree to create a Civic Arts Center Advisory Board (the "Advisory Board") to provide oversight to the College in the operation of the Project. The Advisory Board shall consist of thirty (30) members, eight of whom shall be appointed by Maryville College, six of whom shall be appointed by the County, five of whom shall be appointed by Maryville, three of whom shall

be appointed by Alcoa and six of whom shall be appointed jointly by the Designated Representatives of the parties hereto. The members of the Advisory Board shall establish bylaws therefor, which bylaws shall establish the terms of the members thereof and establish rules for the operation of the Advisory Board.

9.2 EXECUTIVE COMMITTEE. The Advisory Board shall establish an executive committee consisting of five members, two of whom will be selected by the College and the remaining three members will be selected by the County and each City. The Executive Committee shall have the authority to act for the Advisory Board as needed to consider issues in a timely manner when it is not practical for the Advisory Board to meet as a whole.

9.3 ESTABLISH OF USE POLICIES. The Advisory Board shall establish policies regarding the use of Project, including the priority in scheduling by Persons requesting the use of the Project. These policies shall be subject to the approval of the Designated Representatives of the parties hereto. The parties hereto acknowledge that the Project shall be operated as a public facility and that no party shall have exclusive control of any portion of the Project (except the College may have exclusive control of such office space as is necessary to manage the Project) and that members of the public shall have reasonable access to the use of the Project. The parties also acknowledge that the Bonds are to issued as obligations the interest on which is to be excluded from gross income for federal income tax purposes, and in order to preserve such exclusion, the use of the facility by potential users may need to be limited in accordance with federal tax laws. The parties agree to only approve policies adopted by the Advisory Board that are consistent with the public nature of the Project and the tax-exempt status of the Bonds. The College agrees to operate the Project in a manner consistent with the policies adopted by the Board and approved by the Designated Representatives of the County and the Cities.

ARTICLE X

CONTRIBUTION BY COLLEGE

10.1 CONTRIBUTIONS TOWARD DEBT SERVICE. In consideration of the benefit to the College from having the opportunity to use the Project and from the enhancement to the quality of life to the students of the College from having the Project located adjacent to the campus the College, the College agrees to contribute to the Board Twenty Million Dollars (\$20,000,000) to pay the first Twenty Million Dollars (\$20,000,000) of debt service payments due with respect to the Bonds. The College agrees to make such contributions as needed to pay debt service on the Bonds to or at the direction of the Board at least thirty (30) days before each date such debt service payments are due to the holders of the Bonds until the College has made the entire contribution required hereby.

10.2 PLEDGES. Prior to and as a condition precedent to the issuance of the Bonds, the College shall provide to the Board, the County and the Cities evidence satisfactory to the Designated Representatives of the County and the Cities that the College has received contributions and/or enforceable pledges from donors of funds in an amount not less than

_____ Million Dollars (\$_____) that will be available to satisfy the College's obligations under Section 10.1 hereof. To assist the College in obtaining the pledges described in this paragraph, the College shall be entitled to grant donors the right to name specific rooms and areas in the Project provided that the grant of such naming rights does not adversely affect the tax-exempt status of the Bonds.

ARTICLE XI

DEFAULTS AND REMEDIES

11.1 **DEFAULTS GENERALLY.** Except as described in Section 11.2 hereof, if any party fails to perform any of its obligations hereunder and fails to cure such failure within ninety days (90) after notice of such failure from any other party hereto, the party that fails to perform its obligations shall be deemed in default hereunder, and the other parties hereto shall be entitled to exercise such remedies as are permitted by law or equity as a remedy for such breach.

11.2 **SPECIFIC DEFAULTS BY COLLEGE.** In addition to the remedies described in Section 11.1 above, if the College fails to perform any of its obligations under Articles VI or VII or Section 10.1 hereof and such failure is not cured within ninety days (90) days (thirty (30) days in case of a failure to comply with Section 10.1) after notice of such failure from any other party hereto, the Board may terminate the College's right to perform any of the obligations under Articles VI and VII that have not been performed to date, and the Board may retain a third party to perform any of such obligations. Upon such termination, the College shall assign to the Board all contracts and agreements relating to the development, construction, operation and maintenance of the Project as to which the Board requests assignment and shall be responsible to the Board for any additional cost incurred by the Board, the County or the Cities in retaining a third party to perform the obligations of the College under Articles VI or VII of the Agreement. Such termination shall not effect the College's obligation to make the contributions required by Section 10.1.

11.3 **NO WAIVERS.** No waiver by any party hereto of any violation or breach of any of the terms, provision or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by any party in enforcing one or more of the remedies herein provided upon a default by another party shall not be deemed or construed to constitute a waiver of such default or of the non-defaulting party's right to enforce any remedies with respect to any such default or any subsequent default. If, on account of any default by any party of its obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for another party to employ or consult with an attorney to enforce or defend any of the such party's rights or remedies hereunder, the defaulting party agrees to pay the reasonable attorney's fees so incurred by the non-defaulting party.

ARTICLE XII

REPRESENTATIONS AND WARRANTIES

12.1 Representations by Board. The Board represents and warrants that: (a) it is a public nonprofit corporation duly organized and existing under the laws of the state of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any limited liability company restriction or agreement to which the Board is now a party or by which it is bound and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Board under the terms of any instrument or agreement other than this Agreement or the Bond Documents.

12.2 Representations by College. The College represents and warrants that: (a) it is a nonprofit corporation duly organized and existing under the laws of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the College is now a party or by which it is bound, and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of College under the terms of any instrument or agreement other than this Agreement.

12.3 Representations by County. The County represents and warrants that: (a) it is a county duly organized and existing under the laws of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the County is now a party or by which it is bound, and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of County under the terms of any instrument or agreement other than this Agreement.

12.4 Representations by Maryville. Maryville represents and warrants that: (a) it is a municipal corporation duly organized and existing under the laws of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which Maryville is now a party or by which it is bound, and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Maryville under the terms of any instrument or agreement other than this Agreement.

12.5 Representations by Alcoa. Alcoa represents and warrants that: (a) it is a

municipal corporation duly organized and existing under the laws of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which Alcoa is now a party or by which it is bound, and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Alcoa under the terms of any instrument or agreement other than this Agreement.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 **NOTICES.** Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Agreement may be given either by the party or its counsel and shall be deemed to have been properly sent and given when (a) delivered by hand, (b) sent by certified mail, return receipt requested, (c) sent by reputable courier service, or (d) transmitted by facsimile transmission. If delivered by hand or courier service, a Notice shall be deemed to have been sent, given and received on the date when actually received by the addressee (or on the date when the addressee refuses to accept delivery of same). If sent by certified mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) Business Day following the date of such deposit, whether or not actually received by addressee. If sent by facsimile transmissions, a Notice shall be deemed to have been sent and given upon confirmation of transmission provided is sent pursuant to (c) above on the following business day. The addresses to which Notices shall be sent are:

If to the Board:	The Industrial Development Board of Blount County, Tennessee

Maryville, Tennessee _____
Fax: _____

If to the College:	Maryville College

Maryville, Tennessee _____
Fax: _____

If to the County:	Blount County, Tennessee

Maryville, Tennessee _____
Fax: _____

If to Maryville:	City of Maryville, Tennessee

Maryville, Tennessee _____
Fax: _____

If to Alcoa

City of Alcoa, Tennessee

Alcoa, Tennessee _____
Fax: _____

Each party shall have the right to change the address to which Notices to it are to be sent by giving written notice of said change to the other parties as provided in this Section.

13.2 ENTIRE AGREEMENT, MODIFICATIONS. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the matters set forth herein, and no representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding upon either party hereto. No modification, alteration or amendment of this Agreement shall be binding unless signed by the party against whom such modification, alteration, or amendment is sought to be enforced.

13.3 GOVERNING LAW, SEVERABILITY. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Tennessee. If any portion of any provision of this Agreement shall be declared invalid or unenforceable under applicable law, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect.

13.4 REFERENCES AND EXHIBITS. Whenever in this Agreement there is any reference to any article, section, or exhibit, unless the context shall clearly indicate otherwise, such reference shall be interpreted to refer to an article, section, or exhibit in or to this Agreement. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part of this Agreement in the same manner as if it were restated verbatim herein.

13.5 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. It shall not be necessary that each party execute each counterpart, or that any one counterpart be executed by more than one party, so long as each party executes at least one counterpart.

13.6 INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each part and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

13.7 GENDER AND NUMBER. All words and phrases used in this Agreement,

including, without limitation, all defined words and phrases, regardless of the number or gender in which used, shall be deemed to include any other number or gender as reasonably may be required by the context.

13.8 WAIVER OF CONDITIONS. Each party shall have the right, in its sole discretion, for any reason or for no reason, to waive any condition precedent or contingency contained in this Agreement for the benefit of said party, provided that such waiver shall be in writing and if any such waiver occurs, this Agreement shall be interpreted and construed as if such condition precedent or contingency had never been a part of this Agreement, except to the extent that said condition precedent or contingency is stated in this Agreement to be also for the it of the other party.

13.9 CAPTIONS. The captions appearing in this Agreement are for convenience of reference only, shall in no way limit or enlarge any terms or conditions of this Agreement, and shall not be used to construe the intent of the parties.

13.10 NO PARTNERSHIP OR JOINT VENTURE. None of the parties hereto shall be deemed to be, for any purpose whatsoever, partners or joint venturers with each other.

13.11 NO ASSIGNMENT; BINDING EFFECT.

(a) The rights of the parties under this Agreement are personal to the parties any may not be assigned without the prior written consent of the other party.

(b) This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their permitted successors and assigns.

13.12 TIME OF THE ESSENCE. Time is of the essence of each and every provision in this Agreement.

13.13 EXCULPATION. The liability of the Board for the breach of any obligations hereunder or under any of the Bond Documents shall be limited to its interest in the Project and the revenues that it receives under the Project Lease.

IN WITNESS WHEREOF, the undersigned the Board, the College, the County and the Cities have caused this Agreement to be executed by their duly authorized representatives.

[Signatures on Next Page]

THE BOARD:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE BLOUNT COUNTY, TENNESSEE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

THE COLLEGE:

MARYVILLE COLLEGE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

THE COUNTY:

BLOUNT COUNTY, TENNESSEE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

MARYVILLE:

THE CITY OF MARYVILLE, TENNESSEE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

ALCOA:

THE CITY OF ALCOA, TENNESSEE

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

EXHIBIT A

Project Site Description

EXHIBIT B

Form of Ground Lease

EXHIBIT C

Form of Facility Lease

EXHIBIT D

Description of Required Insurance

EXHIBIT E

Development Budget



International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of

..... and

have entered and/or anticipate entering into one or more transactions (each a “Transaction”) that are or will be governed by this Master Agreement, which includes the schedule (the “Schedule”), and the documents and other confirming evidence (each a “Confirmation”) exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

1. Interpretation

- (a) **Definitions.** The terms defined in Section 12 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this “Agreement”), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
 - (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable: —

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of branches or offices through which the parties make and receive payments or deliveries.

(d) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:—

(a) **Basic Representations.**

- (i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;
- (ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

4. **Agreements**

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party any forms, documents or certificates specified in the Schedule or any Confirmation by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

5. **Events of Default and Termination Events**

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an "Event of Default") with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) or to give notice of a Termination Event) to be complied with or performed

by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) **Misrepresentation.** A representation made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross Default.** If “Cross Default” is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its

winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer: —

- (1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to (ii) below or an Additional Termination Event if the event is specified pursuant to (iii) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

- (1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or
- (2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(iii) **Additional Termination Event.** If any “Additional Termination Event” is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) **Right to Terminate Following Event of Default.** If at any time an Event of Default with respect to a party (the “Defaulting Party”) has occurred and is then continuing, the other party (the “Non-defaulting Party”) may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, “Automatic Early Termination” is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) **Right to Terminate Following Termination Event.**

(i) **Notice.** If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) **Two Affected Parties.** If an Illegality under Section 5(b)(i)(1) occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iii) **Right to Terminate.** If: —

(1) an agreement under Section 6(b)(ii) has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality other than that referred to in Section 6(b)(ii), a Credit Event Upon Merger or an Additional Termination Event occurs,

either party in the case of an Illegality, any Affected Party in the case of an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) **Effect of Designation.**

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(d) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) **Calculations.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) **Payment Date.** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment), from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) **Events of Default.** If the Early Termination Date results from an Event of Default:—

(1) **First Method and Market Quotation.** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party over (B) the Unpaid Amounts owing to the Defaulting Party.

(2) **First Method and Loss.** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) **Second Method and Market Quotation.** If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party less (B) the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) **Second Method and Loss.** If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative

number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events.** If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party.* If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties.* If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount (“X”) and the Settlement Amount of the party with the lower Settlement Amount (“Y”) and (b) the Unpaid Amounts owing to X less (II) the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss (“X”) and the Loss of the party with the lower Loss (“Y”).

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) **Adjustment for Bankruptcy.** In circumstances where an Early Termination Date occurs because “Automatic Early Termination” applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Pre-Estimate.** The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void

8. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) **Amendments.** No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

(c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) **Counterparts and Confirmations.**

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

9. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

10. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

11. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: —

(i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

12. Definitions

As used in this Agreement:—

"Additional Termination Event" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Applicable Rate” means:—

(a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;

(c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and

(d) in all other cases, the Termination Rate.

“consent” includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iii).

“Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

“Illegality” has the meaning specified in Section 5(b).

“law” includes any treaty, law, rule or regulation and **“lawful”** and **“unlawful”** will be construed accordingly.

“Local Business Day” means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

“Loss” means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain

resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party's legal fees and out-of-pocket expenses referred to under Section 9. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

“Market Quotation” means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the “Replacement Transaction”) that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Reference Market-makers” means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

“Scheduled Payment Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Set-off” means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under

this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

“Settlement Amount” means, with respect to a party and any Early Termination Date, the sum of:—

(a) the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party’s Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

“Specified Entity” has the meaning specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Terminated Transactions” means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if “Automatic Early Termination” applies, immediately before that Early Termination Date).

“Termination Event” means an Illegality or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

“Termination Rate” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined

by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:



International Swap Dealers Association, Inc.

**SCHEDULE
to the
Master Agreement**

dated as of

between and
("Party A") ("Party B")

Part 1. Termination Provisions.

(a) ***"Specified Entity"*** means in relation to Party A for the purpose of:—

Section 5(a)(v), ...

Section 5(a)(vi), ...

Section 5(a)(vii), ...

Section 5(b)(ii), ...

and in relation to Party B for the purpose of:—

Section 5(a)(v), ...

Section 5(a)(vi), ...

Section 5(a)(vii), ...

Section 5(b)(ii), ...

(b) ***"Specified Transaction"*** will have the meaning specified in Section 12 of this Agreement unless
another meaning is specified here

.....

.....

(c) The ***"Cross Default"*** provisions of Section 5(a)(vi) will/will not * apply to Party A
will/will not * apply to Party B

If such provisions apply:—

"Specified Indebtedness" will have the meaning specified in Section 12 of this Agreement unless
another meaning is specified here

.....

* Delete as applicable.

“Threshold Amount” means

.....

(d) The **“Credit Event Upon Merger”** provisions of Section 5(b)(ii) will/will not * apply to Party A
will/will not * apply to Party B

(e) The **“Automatic Early Termination”** provision of Section 6(a) will/will not * apply to Party A
will/will not * apply to Party B

(f') **Payments on Early Termination.** For the purpose of Section 6(c) of this Agreement:—

(i) Market Quotation/Loss * will apply.

(ii) The First Method/The Second Method * will apply.

(g) **Additional Termination Event** will/will not apply*. The following shall constitute an Additional
Termination Event:—

.....

.....

.....

.....

.....

For the purpose of the foregoing Termination Event, the Affected Party or Affected Parties shall be:— ..

.....

Part 2. Agreement to Deliver Documents .

For the purpose of Section 4(a) of this Agreement, each party agrees to deliver the following documents, as applicable:—

Party required to deliver document	Form/Document/ Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
.....			Yes/No*
.....			Yes/No*
.....			Yes/No*
.....			Yes/No*
.....			Yes/No*

* Delete as applicable.

Part 3. **Miscellaneous.**

- (a) **Addresses for Notices.** For the purpose of Section 10(a) of this Agreement: —

Address for notices or communications to Party A: —

Address:

Attention:

Telex No.: Answerback :

Facsimile No.: Telephone No.:

Electronic Messaging System Details:

Address for notices or communications to Party B:—

Address:

Attention:

Telex No.: Answerback :

Facsimile No.: Telephone No.:

Electronic Messaging System Details:

- (b) **Calculation Agent.** The Calculation Agent is....., unless otherwise specified in a Confirmation in relation to the relevant Transaction.

- (c) **Credit Support Document.** Details of any Credit Support Document:—

.....
.....
.....

- (d) **Credit Support Provider.** Credit Support Provider means in relation to Party A, ...

.....
.....

Credit Support Provider means in relation to Party B, ...

.....
.....

- (e) **Governing Law.** This Agreement will be governed by and construed in accordance with English law/the laws of the State of New York (without reference to choice of law doctrine)*.

- (f) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will not apply to the following Transactions or groups of Transactions (in each case starting from the date of this

Agreement/in each case starting from *)

.....
.....

* Delete as applicable.

(g) “*Affiliate*” will have the meaning specified in Section 12 of this Agreement unless another meaning is specified here
.....

Part 4. **Other Provisions.**

**FORM OF SCHEDULE
[_____/AMBAC-GO]
(Local Currency - Single Jurisdiction)**

SCHEDULE

to the

Master Agreement

dated as of [DATE]

between

**AMBAC FINANCIAL SERVICES, L.P.
a limited partnership organized under the
law of the State of Delaware (“Party A” or “AFSLP”),**

and

**THE PUBLIC BUILDING AUTHORITY
OF _____ COUNTY, TENNESSEE
(“Party B” or “Counterparty”)**

**Relating to
Transactions in Which the Obligations of Party B
are Payable from Amounts Paid by
[NAME OF BORROWER]
under any Loan Agreement between
Party B and [NAME OF BORROWER]
identified in the Confirmation to the relevant Transaction.**

Part 1.
Termination Provisions.

In this Agreement:-

(a) “**Specified Entity**” means in relation to Party A for the purpose of:-

Section 5(a)(v) (Default under Specified Transaction), None

Section 5(a)(vi) (Cross Default), None

Section 5(a)(vii) (Bankruptcy), None

Section 5(b)(ii) (Credit Event Upon Merger), None

and in relation to Party B for the purpose of:-

Section 5(a)(v) (Default under Specified Transaction), [NAME OF BORROWER]

Section 5(a)(vi) (Cross Default), [NAME OF BORROWER]

Section 5(a)(vii) (Bankruptcy), [NAME OF BORROWER]

Section 5(b)(ii) (Credit Event Upon Merger), [NAME OF BORROWER]

(b) “**Specified Transaction**” will have the meaning set forth in Section 12 of this Agreement; provided, however, that no transaction shall be a Specified Transaction within the meaning of this Agreement unless the obligations of Party B in respect of such transaction are payable from amounts paid to Party B by [NAME OF BORROWER].

(c) The “**Cross Default**” provisions of Section 5(a)(vi) will apply to Party A and will apply to Party B; provided, however, that Specified Indebtedness with respect to Party B means only any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) of [NAME OF BORROWER] (a) in respect of borrowed money or (b) under an installment sales contract or lease purchase arrangement that secures indebtedness of another party where, in the case of (a) and (b), such obligation is a general obligation of such [CITY/COUNTY/TOWN].

“**Specified Indebtedness**” will have the meaning specified in Section 12 of this Agreement.

“**Threshold Amount**” means with respect to Party A, U.S. \$10,000,000 or its equivalent in any currency, and with respect to Party B, U.S. \$1,000,000 or its equivalent in any currency.

The “**Credit Event Upon Merger**” provisions of Section 5(b)(ii) will apply to Party A and will apply to Party B.

(d) The “**Automatic Early Termination**” provisions of Section 6(a) will apply to Party A and will not apply to Party B; provided, however, that with respect to Party A, an Early Termination Date in respect of all outstanding Transactions will also occur immediately upon the occurrence of an Event of Default specified in Section 5(a)(ix) (as added by Part 1(g)(iv) of this Schedule).

(e) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:-

(i) Market Quotation will apply.

(ii) The Second Method will apply.

(f) **Additional Termination Event** will apply. In addition to any Additional Termination Events specified in a Confirmation, the following event shall be an “**Additional Termination Event**”: the exercise by Party B of its option, which it is hereby granted (the “**Termination Option**”), to designate an Early Termination Date at any time. In the case of such an Additional Termination Event, Party B shall be the Affected Party.

(g) **Events of Default.**

(i) Failure to Pay or Deliver. Section 5(a)(i) of this Agreement is hereby amended to read in its entirety as follows:

“(i) Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party, *provided*, that in the case of AFSLP an Event of Default shall be deemed to exist for purposes of this clause (i) only if both AFSLP and the AFSLP Credit Enhancer shall fail to make the required payment and, *provided further*, that in the case of the Counterparty, an Event of Default shall occur and the continuing under this clause (i) notwithstanding payment by the Counterparty Credit Enhancer under the Counterparty Credit Enhancement;”

(ii) Bankruptcy. Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) any legislative or regulatory body with competent jurisdiction over a party shall recommend or declare the existence of a state of financial emergency or similar state of financial distress in respect of it;”

(iii) Merger Without Assumption. Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:

“(viii) *Merger without Assumption.* The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or also in the case of Party B and without limiting the foregoing, an entity such as a board, body, commission, agency, organization or authority succeeds to the principal functions of, and/or the powers or duties granted to, Party B) and, at the time of such consolidation, amalgamation, merger, transfer or succession:

(1) the resulting, surviving, transferee or successor entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement.”

(iv) Additional Events of Default. The following Events of Default shall be added to Section 5(a) of the Agreement:

“(ix) *Termination Payment Default.* The total of all payments due and owing by Party A, AMBAC Financial Products Inc. (a wholly-owned subsidiary of Party A and referred to herein as “AFPI”) and the AFSLP Credit Enhancer for more than three Local Business Days after notice of failure to make such payments in respect of (A) swap agreements between Party A or AFPI and other counterparties and (B) financial guarantee insurance policies issued by Ambac Assurance Corporation with respect to such swap agreements, exceeds \$10,000,000; or

(x) with respect to the Counterparty, the occurrence and continuance of any event that constitutes an “Event of Default” of the Counterparty under the Standby Agreement or the Bond Security Agreement.”

Part 2.

Agreement to Deliver Documents.

For the purpose of Section 4(a) of this Agreement, each party agrees to provide the following documents, as applicable:

(a) Documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A	Opinion of counsel to Party A as to the due authorization, execution, delivery and enforceability of this Agreement in the form attached as Exhibit A to this Schedule	As of execution of this Agreement	No
Party A	Annual Report containing audited annual financial statements of Ambac Assurance Corporation	On demand of Party B, after becoming publicly available	Yes
Party A	Opinion of a Managing Director and General Counsel to Party A's Credit Support Provider	As of execution of this Agreement	No
Party A	An executed copy of the AFSLP Credit Enhancement	As of execution of this Agreement	No
Party B	Opinion of counsel to Party B as to the due authorization, execution, delivery and enforceability of this Agreement in the form attached as Exhibit B to this Schedule	As of execution of this Agreement	No
Party B	An executed copy of the Counterparty Credit Enhancement	As of date of execution of this Agreement	No
Party B	A reliance letter from Bond Counsel permitting Party A to rely on the opinion of Bond Counsel with respect to the Bonds and the Loan Agreement providing, among other things, that interest on the Bonds is excludable from gross income for federal income tax purposes except for Tax Code Exceptions	As of date of execution of this Agreement	No
Party B	Certified copies of all	As of execution of	Yes

	documents evidencing the necessary authorizations and approvals with respect to the execution, delivery and performance by Party B of this Agreement	this Agreement	
Party B	Audited annual financial statements of [NAME OF BORROWER]	On demand of Party A, after becoming publicly available	Yes
Party B	Certified copies of Bond Documents	As of execution of this Agreement	Yes
Party B	Transcript of documents and proceedings prepared in connection with the Bonds	As of execution of this Agreement	Yes
Party B	Opinion of counsel to [NAME OF BORROWER]	As of execution of this Agreement	No
Party B	Report of the Comptroller of the Treasury of the State of Tennessee with respect to compliance with the State Funding Board Guidelines for Interest Rate Forward Purchase Agreements	As of execution of this Agreement	No

Part 3. Miscellaneous.

- (a) Addresses for Notices. For the purpose of Section 10(a) of this Agreement:

Address for notices or communications to Party A:

Ambac Financial Services, L.P.
One State Street Plaza
New York, New York 10004
Attention: Steven L. Dymant
Telephone No.: (212) 208-3130
Facsimile No.: (212) 208-3480

Address for notices or communications to the AFSLP Credit Enhancer:

Ambac Assurance Corporation
One State Street Plaza
New York, NY 10004
Attention: General Counsel
Telephone No.: (212) 208-3482
Facsimile No.: (212) 344-5297

Address for notices or communications to Party B:

The Public Building Authority of _____
County, Tennessee
_____, TN _____
Telephone No.: (____) ____-____
Facsimile No.: (____) ____-____

with a copy to:

Mr. Joseph K. Ayres
Cumberland Securities
530 South Gay Street, Suite 800
Knoxville, TN 37902
Telephone No.: (865) 637-1131
Facsimile No.: (865) 637-0169

Address for notices or communications to Counterparty Credit Enhancer:

Ambac Assurance Corporation
One State Street Plaza
New York, NY 10004
Attention: General Counsel
Telephone No.: (212) 208-3482
Facsimile No.: (212) 344-5297

(b) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

(c) **Credit Support Document.** Details of any Credit Support Document, each of which are incorporated by reference in, and made part of, this Agreement and each Confirmation (unless provided otherwise in a Confirmation):

Party A: Financial Guaranty Insurance Policy for Swap Agreement No. SWLP__BE issued by the AFSLP Credit Enhancer (defined below), dated [DATE] (the “**AFSLP Credit Enhancement**”).

Party A: Credit Support Annex to this Schedule dated as of [DATE] between AFSLP and the Counterparty, which is attached hereto and hereby made a part of the Agreement.

Party B: Financial Guaranty Insurance Policy for Swap Agreement No. CPP__BE issued by the Counterparty Credit Enhancer (defined below), dated [DATE] (the “**Counterparty Credit Enhancement**”).

(d) **Credit Support Provider.**

Credit Support Provider means in relation to Party A, Ambac Assurance Corporation (the “**AFSLP Credit Enhancer**”) and in relation to Party B, Ambac Assurance Corporation (“**Counterparty Credit Enhancer**”).

(e) **Governing Law and Jurisdiction.** Section 11 of this Agreement is hereby amended to read in its entirety as follows:

“(i) *Governing Law.* This Agreement and each Transaction will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine.

(ii) *Waiver of Trial by Jury; Consent to Jurisdiction.* To the extent permitted by applicable law, each party irrevocably waives any right it may have to trial by jury. To the extent permitted by applicable law, Party B consents to the initiation of any proceedings in any federal or state court of competent jurisdiction located in the State of New York.”

(f) “Affiliate” will have the meaning specified in Section 12 of this Agreement.

Part 4.
Other Provisions.

(a) **Date Agreement Effective.** This Agreement is deemed to have come into effect on [DATE].

(b) **Representations.**

(i) The introductory clause of Section 3 of the Agreement is hereby amended to read in its entirety as follows: “Each party represents to the other party (which representations shall be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of Section 3(a) and 3(m) of this Agreement, at all times until the termination of this Agreement) that:”.

(ii) The representations set forth in Section 3(a)(ii), (iii), (iv) and (v) of the Agreement are hereby modified by adding the words “and, in the case of Party B, the Bond Documents” after the words “this Agreement” in each place such phrase appears in said sections.

(iii) *Additional Representations and Warranties of Party B.* Party B represents to (which representations will be deemed to be repeated by Party B on each date on which a Transaction is entered into), and agrees with, Party A as follows:

(A) At all times during the term of this Agreement, Party B will continuously include and maintain as part of its official written books and records this Agreement, this Schedule, and all other exhibits, supplements, and attachments hereto and documents incorporated by reference herein, all Confirmations, and evidence of all necessary authorizations.

(B) This Agreement, each Confirmation and any other documentation relating to this Agreement to which it is a party or that it is required to deliver will be executed and delivered by the Chairman, Vice Chairman, Secretary or Treasurer of Party B.

(C) Party B has all requisite power and authority (1) to carry on its activities and (2) to execute, deliver and perform its obligations under the Bond Documents and this Agreement.

(D) Each Bond Document has been or will be duly and validly authorized, executed and delivered or adopted, as the case may be, in accordance with the Counterparty's charter or bylaws and constitutes or will constitute a valid and legally binding obligation of the Counterparty, enforceable against the Counterparty in accordance with its terms, except as such enforcement may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and subject to general equitable principles (regardless of whether said enforceability is considered in a proceeding in equity or at law).

(E) The payment obligations of the Counterparty under this Agreement are limited obligations of the Counterparty payable solely from amounts available under the Bond Security Agreement and the Loan Agreement.

(F) The payment by or on behalf of the Counterparty of the Payment Amounts or other amounts due hereunder is authorized and permitted under the Bond Documents and the laws of the State of Tennessee and of the United States of America.

(G) There is no immunity for Party B on the grounds of sovereignty or other similar grounds from suit or remedies at law or in equity for enforcement of this Agreement.

(H) Party B is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of AFSLP or the AFSLP Credit Enhancer other than the representations expressly set forth in this Agreement, such Credit Support Document and in any Confirmation.

(I) Party B has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging and trading decisions (including decisions regarding the suitability of this Agreement) based upon its

own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by AFSLP or the AFSLP Credit Enhancer.

(J) Party B has a full understanding of all the terms, conditions and risks (economic and otherwise) of this Agreement and is capable of assuming and willing to assume (financially and otherwise) those risks, including the basis risk in connection with any Transaction as a result of the fact that the interest rate on the Bonds is determined on a basis that is different from the Floating Rate Option under any Transaction.

(K) It is understood and agreed that for all purposes of this Agreement, the Bond Documents and the transactions contemplated hereby and thereby (the “**Financing Transactions**”) (a) AFSLP has acted solely as an independent contractor and (b) neither AFSLP nor the AFSLP Credit Enhancer has acted as a financial, investment or commodity trading advisor, fiduciary or agent to Party B for any purpose, it being understood that AFSLP has provided indicative swap quotations with respect to the Transactions. AFSLP has not rendered any advice or counsel to Party B, whether directly or indirectly through any other person, including, without limitation, any financial advisor to Party B or any underwriter of the Bonds, as to this Agreement, the Bond Documents or the Financing Transactions or the advisability of entering into this Agreement, the Bond Documents or the Financing Transactions.

(L) Each representation the Counterparty has made to any other party in any Bond Document or other agreement entered into in connection with the transactions contemplated by this Agreement is true and correct.

(M) This Agreement has been, and each Transaction hereunder will be, entered into by the Counterparty for the purpose of managing its borrowings by hedging interest rate risk and not for the purpose of speculation.

(N) Party B is an “eligible contract participant” within the meaning of Section 1(a)(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000.”

(c) **Additional Agreements.** Section 4 of this Agreement is modified to add clauses (d) through (g) as follows:

“(d) *Certain Notices.* Party B will furnish to AFSLP the following: (1) as soon as possible and in any event within two (2) Business Days after the occurrence of each Event of Default or an event that, with the passage of time or the giving of notice or both would constitute an Event of Default under this Agreement or the Bond Documents, a statement of an officer of Party B setting forth details thereof and the action which Party B proposes to take with respect to this Agreement; (2) a copy of each notice when and as given to Bondholders, the Bond trustee or the Bond Insurer under the Bond Documents; (3) notice of any proposed amendments

or supplements to the Bond Documents prior to the effective date thereof; and (4) promptly after Party B's receipt of notification thereof, notice of any withdrawal, suspension or reduction of the ratings of Moody's of the Bonds.

(e) *Compliance with Bond Documents.* The Counterparty agrees to comply with all covenants of the Counterparty under the Bond Documents which materially affect AFSLP to the same extent as if such covenants were set forth in full herein and all such covenants are hereby incorporated herein as security for the performance of the obligations of the Counterparty hereunder.

(f) *Ratings Obligation.* At any time, upon reasonable prior notice, upon the request of AFSLP, in the event that there is no publicly available long-term rating of Specified Indebtedness of [NAME OF BORROWER] without credit enhancement, to cause S&P or Moody's to provide written evidence (satisfactory to AFSLP) of the rating of the Bonds without taking into account any credit enhancement therefor. If such ratings confirm that a Credit Event has occurred, then a Credit Event will be deemed to have occurred on the date that such ratings were requested.

(g) *Negative Covenants.* The Counterparty agrees that so long as it shall have any obligations hereunder it shall not:

(1) effect a Bond Retirement Change or an Interest Rate Conversion without first delivering to AFSLP an opinion of counsel, such counsel and the form and substance of such opinion to be reasonably satisfactory to AFSLP, to the effect that notwithstanding such event this Agreement is a legal, valid, binding and enforceable obligation of the Counterparty (including all security for payments due hereunder as provided herein or by the Bond Security Agreement), unless (X) the date on which such Bond Retirement Change or Interest Rate Conversion occurs is designated by the Counterparty in accordance with Section 6 hereof as an Early Termination Date with respect to such Bond Retirement Change or Interest Rate Conversion, or (Y) in the case of a proposed Bond Retirement Change, Schedule I to the Confirmation shall be revised in accordance with Part 5 of the Schedule to this Agreement to reflect the reductions in Calculation Amounts as provided for therein and any amounts required to be paid by the Counterparty pursuant to such Part in respect of such proposed Bond Retirement Change shall have been paid; or

(2) agree to any amendment, modification, supplement or waiver of any of the Bond Documents, or enter into any other agreement for the issuance or purchase of the Bonds, without the prior written consent of AFSLP, which consent will not be unreasonably withheld or delayed, and any such amendment, modification, supplement or waiver without the prior written consent of AFSLP shall have no force and effect with respect to this Agreement.

(d) **Early Termination.** Section 6 of this Agreement is modified as follows:

(i) Right to Terminate Following Event of Default. Section 6(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) *Right to Terminate Following Event of Default.* If at any time an Event of Default with respect to a party (the “Defaulting Party”) has occurred and is then continuing, the other party (the “Non-defaulting Party”) may (in the event that AFSLP is the Defaulting Party, subject to Section 6(f) of this Agreement and, in the event that the Counterparty is the Defaulting Party, subject to Section 8(n) of this Agreement), and shall, at the direction of the Counterparty Credit Enhancer (in the event that AFSLP is the Defaulting Party, subject to Section 6(f) hereof) by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If however, “Automatic Early Termination” is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in (A) Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8) and (B) if such party is AFSLP, Section 5(a)(ix).”

(ii) Additional Provisions Relating to Counterparty Designation of Termination Event. No designation of an Early Termination Date shall be made by the Counterparty pursuant to Section 6(b) where the calculation would otherwise result in a payment to AFSLP by the Counterparty unless the Counterparty shall provide evidence satisfactory to AFSLP (which may include an escrow of funds) that such payment will be made by the Counterparty (and not by the Counterparty Credit Enhancer).

(iii) Additional Termination Provisions. The following provisions are added as clauses (f) and (g) to Section 6 of this Agreement:

“(f) *Termination of all Transactions Following Event of Default or Termination Event.* Notwithstanding anything to the contrary in Section 6, (i) any notice that Party B properly delivers under Section 6(a) or 6(b)(iii) designating an Early Termination Date with respect to any Transaction (or the occurrence of an Automatic Early Termination pursuant to Section 6(a) following an Event of Default specified in Section 5(a)(vii) or 5(a)(ix) with respect to AFSLP) shall have the effect of designating such Early Termination Date as the Early Termination Date in respect of all Transactions, (ii) such notice delivered by Party B to AFSLP shall be in the form of Attachment 1 to the Swap Policy, and a copy of such notice shall also be delivered by Party B to the AFSLP Credit Enhancer, and (iii) such notice (or the occurrence of such Automatic Early Termination pursuant to Section 6(a) following an Event of Default specified in Section 5(a)(vii) or 5(a)(ix) with respect to Party A) shall have the following effect:

(i) Unless an Insurer Event of Default or an Insurer Termination Event (each as defined in the AFSLP Credit Enhancement) has occurred and is continuing on the date designated in such notice, or deemed to have been designated, as the Early Termination Date:

(A) The Early Termination Date designated in Party B's notice (or deemed to have occurred as a result of an Automatic Early Termination) shall be the Early Termination Date for this Agreement, and amounts payable in respect thereof shall be calculated as set forth in Section 6 of the Agreement; provided, however, that the AFSLP Credit Enhancer shall be entitled to make any calculations that Party B otherwise would have been entitled to make pursuant to said Section 6(e);

(B) Party B shall retain collateral, if any, pursuant to any applicable collateralization document (herein referred to as "Collateral") in satisfaction of AFSLP's obligations under this Agreement;

(C) From and after the Early Termination Date designated in such notice (or deemed to have occurred as a result of an Automatic Early Termination), Party B shall have no further rights against or obligations to AFSLP under this Agreement or any Transaction hereunder and will look solely to the AFSLP Credit Enhancer for the performance of its continuing obligations under the AFSLP Credit Enhancement, subject to the terms and conditions set forth therein;

(D) From and after such Early Termination Date, in consideration of the AFSLP Credit Enhancer's performance of its continuing obligations under the AFSLP Credit Enhancement, Party B shall perform all of the obligations, and shall pay such amounts, as would otherwise have been required from it under this Agreement and all Transactions hereunder if no Early Termination Date had occurred, to the AFSLP Credit Enhancer pursuant to the AFSLP Credit Enhancement, subject to the terms and conditions set forth therein;

(E) From and after such Early Termination Date, in consideration of the AFSLP Credit Enhancer's performance of its continuing obligations under the AFSLP Credit Enhancement, the AFSLP Credit Enhancer shall become the beneficiary of Party B's Credit Support Documents, if any, as though the AFSLP Credit Enhancer was the original beneficiary thereof; and

(F) From and after such Early Termination Date, in consideration of the AFSLP Credit Enhancer's performance of its continuing obligations under the AFSLP Credit Enhancement and the agreement of Party B in clause (D) above, (i) Party B shall transfer any Collateral retained by it pursuant to clause (B) to the AFSLP Credit Enhancer outright and not as collateral for any obligation, by sending or

causing to be sent a confirmation to the AFSLP Credit Enhancer of such transfer and to identify the AFSLP Credit Enhancer as the holder of any such Collateral in its books and records (subject to any security interest created by the AFSLP Credit Enhancement), and (ii) the AFSLP Credit Enhancer shall assume all of Party B's remaining rights and obligations under this Agreement (including the right to receive (to the extent such right has not been satisfied by Party B's retention of Collateral) or obligation to pay, as applicable, amounts under Section 6(d)(ii)).

(ii) If an Insurer Event of Default or an Insurer Termination Event has occurred and is continuing on the date designated in the termination notice delivered by Party B as provided in this clause (f), or deemed to have been designated, as the Early Termination Date, (A) Party B shall have no right to payment under the AFSLP Credit Enhancement except for payment of amounts owing but unpaid by AFSLP following the termination of all Transactions and (B) all Transactions shall terminate in accordance with the terms hereof as of the Early Termination Date specified in such notice.

(iii) Notwithstanding (i) or (ii) above, if the termination notice is in respect of a Termination Event with respect to AFSLP, and there is no Insurer Event of Default and no Insurer Termination Event on the date designated in the termination notice delivered by Party B as provided in this clause (f), or deemed to have been designated, as the Early Termination Date, AFSLP may instead transfer its rights and obligations with respect to all Transactions to any of its Affiliates without the consent of Party B pursuant to Section 7 (as modified by Part 4(f) of this Schedule).

(g) *Copies of Certain Notices.* Each of AFSLP and Party B shall deliver to the AFSLP Credit Enhancer a copy of any notice delivered by it to the other party of the occurrence of any Event of Default or Termination Event under the Agreement, and no such notice shall be deemed effective with respect to Party B unless and until it is also deemed effective with respect to the AFSLP Credit Enhancer."

(e) **Miscellaneous.** Section 8 of this Agreement is modified by adding clauses (h), (i), (j), (k), (l), (m) and (n):

"(h) *Covenant.* Party B agrees that it will not include in any Official Statement or supplement thereto relating to the Bonds any statements or information with respect to AFSLP, the AFSLP Credit Enhancer or this Agreement to which AFSLP or the AFSLP Credit Enhancer shall reasonably object by notice to Party B after having been forwarded by Party B a draft copy of such document. Party B further agrees that it will furnish AFSLP and the AFSLP Credit Enhancer copies of any such document at or prior to the issuance or release thereof. It is understood that neither AFSLP nor the AFSLP Credit Enhancer has any responsibility for and makes no representation as to the accuracy, completeness or adequacy of any information contained in any such document.

(i) *Pledge of Swap Payment Rights and Other Property.* AFSLP has pledged its rights to receive payments under this Agreement (subject to all provisions, including, without limitation, the netting provisions hereof) and under all other swap agreements entered into or to be entered into by AFSLP (“**Other Swap Agreements**”), and has pledged or will pledge certain other property, to The Bank of New York, or its successor, as collateral trustee, for the benefit of Party B and the counterparties under Other Swap Agreements, ratably to secure AFSLP’s obligations to make payments to Party B and such counterparties under this Agreement and Other Swap Agreements following the occurrence of an Event of Default with respect to AFSLP set forth in Section 5(a)(i) (but solely as it relates to payments under Section 6(e) of this Agreement), Section 5(a)(vii) or Section 5(a)(ix) (as added by Part 1(g)(iv) of the Schedule to this Agreement) of this Agreement.

(j) *Subrogation.* To the extent that AFSLP has received payment from the Counterparty Credit Enhancer or another entity in respect of amounts that would otherwise be due from Party B under this Agreement, such entity shall be subrogated to AFSLP with respect to AFSLP’s right to receive such amounts from Party B. To the extent that Party B has received payment from the AFSLP Credit Enhancer or another entity in respect of amounts that would otherwise be due from AFSLP under this Agreement, such entity shall be subrogated to Party B with respect to Party B’s right to receive such amounts from AFSLP.

(k) *Financial Statements.* Audited annual financial statements delivered by Party A and Party B pursuant to Part 2 of the Schedule to this Agreement shall be certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles on a basis consistent with prior periods, except to the extent noted therein.

(l) *Procedures for Entering into Transactions.* With respect to each Transaction entered into pursuant to this Agreement, AFSLP will, on or promptly after the Trade Date thereof, send Party B a Confirmation confirming such Transaction. Party B will promptly thereafter confirm the accuracy of or request the correction of such Confirmation (in the latter case, indicating how it believes the terms of such confirmation should be correctly stated and such other terms which should be added to or deleted from such Confirmation to make it correct).

(m) *AFSLP Credit Enhancer and Counterparty Credit Enhancer as a Party in Interest and Third-Party Beneficiary.* The parties hereto acknowledge and agree that (a) the AFSLP Credit Enhancer is a party in interest and third-party beneficiary under this Agreement entitled to enforce its rights as so stated herein and as subrogee of AFSLP as if it were a party hereto and (b) the AFSLP Credit Enhancer’s obligations with respect to this Agreement are limited to the provisions of the AFSLP Credit Enhancement, except as otherwise set forth in this Agreement. Each covenant and representation of the Counterparty in this Agreement is made for the benefit of the AFSLP Credit Enhancer. The parties hereto further acknowledge and agree that (a) the Counterparty Credit Enhancer is

a party in interest and third-party beneficiary under this Agreement entitled to enforce its rights as so stated herein and as subrogee of the Counterparty as if it were a party hereto and (b) the Counterparty Credit Enhancer's obligations with respect to this Agreement are limited to the provisions of the Counterparty Credit Enhancement, except as otherwise set forth in this Agreement. Each covenant and representation of AFSLP in this Agreement is made for the benefit of the Counterparty Credit Enhancer.

(n) *Counterparty Credit Enhancer Provisions.* Notwithstanding anything to the contrary set forth in this Agreement, until such time as (A) the Counterparty Credit Enhancement is not in effect, (B) there shall have occurred and be continuing the event described in Section 5(a)(vii) of the Agreement with respect to the Counterparty Credit Enhancer, (C) there shall have occurred and be continuing a default under the Counterparty Credit Enhancement or (D) the rating of the claims-paying ability of the Counterparty Credit Enhancer shall have been withdrawn, suspended or reduced below "A-" in the case of S&P, or withdrawn, suspended or reduced below "A3" in the case of Moody's, AFSLP shall not, unless consented to by the Counterparty Credit Enhancer in writing: (1) suspend payments under Section 2 of the Agreement (if permitted thereunder); or (2) exercise remedies pursuant to the Agreement including designation of an Early Termination Date. If at any time there shall occur an event or circumstance referred to in the foregoing clause (A), (B), (C) or (D), AFSLP may designate an Early Termination Date without the consent of the Counterparty Credit Enhancer if AFSLP is otherwise entitled to do so; *provided, however*, that AFSLP acknowledges that only terminations directed by or consented to by the Counterparty Credit Enhancer are covered under the Counterparty Credit Enhancement.

The Counterparty agrees to reimburse the Counterparty Credit Enhancer immediately and unconditionally upon demand, to the extent permitted by law, for all reasonable expenses incurred by the Counterparty Credit Enhancer in connection with the enforcement by the Counterparty Credit Enhancer of the Counterparty's obligations under this Agreement and any other documents executed in connection with this Agreement.

The Counterparty agrees that all amounts owing to the Counterparty Credit Enhancer under this Agreement or the Counterparty Credit Enhancement must be paid in full prior to any optional redemption or refunding of the Bonds unless the Counterparty Credit Enhancer gives directions to the contrary.

(f) **Transfer Provisions.** Section 7 of this Agreement is amended to insert the following at the end of said Section:

“; provided, however, that AFSLP may transfer or assign any of its rights, interests and obligations hereunder to any Affiliate or subsidiary of AFSLP or of the AFSLP Credit Enhancer, provided that the assignee or transferee of obligations of AFSLP shall assume all such obligations of AFSLP hereunder so assigned or transferred and that prior to such

assignment or transfer, the AFSLP Credit Enhancer shall confirm in writing to AFSLP and Party B that the AFSLP Credit Support Document shall remain in full force and effect after such assignment or transfer; and provided, further, that upon such assignment or transfer, the assignee or transferee would not be in default under any covenants, representations or obligations of AFSLP hereunder.”

(g) **Additional Definitions.** The definitions and provisions contained in the 1992 ISDA Municipal Counterparty Definitions (as published by the International Swap Dealers Association, Inc.) (the “**1992 ISDA Municipal Counterparty Definitions**”) are incorporated into this Schedule. In the event of any inconsistency between these definitions and provisions and this Schedule, this Schedule will govern. Section 12 of this Agreement is modified by inserting therein the following definitions:

“**Act**” means Chapter 10 of Title 12, Tennessee Code Annotated, as amended.

“**AFSLP Credit Enhancement**” has the meaning set forth in Part 3(c) of the Schedule to the Agreement.

“**AFSLP Credit Enhancer**” has the meaning set forth in Part 3(d) of the Schedule to the Agreement.

“**Bond Counsel**” means any firm of nationally recognized bond counsel acceptable to the Counterparty and AFSLP or such other parties as may be provided for.

“**Bond Documents**” means the Bond Security Agreement, the Loan Agreement, the Standby Agreement and the Remarketing Agreement.

“**Bond Insurer**” means Ambac Assurance Corporation.

“**Bond Retirement Change**” means any change in the outstanding principal amount of the Bonds which causes such principal amount of the Bonds on any date not to equal the Calculation Amount for such date. No Bond Retirement Change shall be deemed to occur if following a notice thereof Schedule I to the Confirmation shall be revised in accordance with Part 5 of the Schedule to reflect the reduction in Calculation Amounts as provided for therein.

“**Bond Security Agreement**”, with respect to any Transaction, has the meaning set forth in the Confirmation for such Transaction.

“**Bonds**”, with respect to any Transaction, has the meaning set forth in the Confirmation for such Transaction.

“**Business Day**” shall have the meaning specified in the Bond Security Agreement.

“**Calculation Amount**” means, with respect to any date and any maturity of Bonds, the notional amount for such date, determined by reference to Schedule I to the Confirmation to the relevant Transaction as it may be revised from time to time hereunder, and with respect to any Calculation Period or portion thereof, an amount equal to the sum of the Calculation Amounts applicable to each date and maturity of Bonds during such Calculation Period or portion thereof

divided by the number of calendar days occurring during such Calculation Period or portion thereof.

“Counterparty Credit Enhancement” has the meaning set forth in Part 3(c) of the Schedule to the Agreement.

“Counterparty Credit Enhancer” has the meaning set forth in Part 3(d) of the Schedule to the Agreement.

“Credit Event” means that with respect to the long-term rating of S&P or Moody’s of any Specified Indebtedness of [NAME OF BORROWER] without credit enhancement, either (a) such rating of S&P is withdrawn or suspended, or reduced below “BBB-” (or the then current equivalent thereof), or (b) such rating of Moody’s is withdrawn or suspended, or reduced below “Baa3” (or the then current equivalent thereof); provided, however, that for this purpose Specified Indebtedness of such [CITY/COUNTY/TOWN] means only any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) of such [CITY/COUNTY/TOWN] (i) in respect of borrowed money or (ii) under an installment sales contract or lease purchase arrangement that secures indebtedness of another party where, in the case of (i) and (ii), such obligation is a general obligation of such [CITY/COUNTY/TOWN].

“Default Rate” means USD-LIBOR-BBA plus 1%.

“Loan Agreement”, with respect to any Transaction, has the meaning set forth in the Confirmation for such Transaction.

“Market-Related Amount” on any day means the Market Quotation relating to payment upon early termination determined by AFSLP in a commercially reasonable manner at any time during such day (i) as though a Termination Event had occurred and such day were an Early Termination Date and AFSLP were the Affected Party and (ii) with the requirement for four Reference Market-makers deemed to be met by having AFSLP make a quotation as if AFSLP were the sole Reference Market-maker with respect thereto. If the Counterparty or the Counterparty Credit Enhancer finds unreasonable any quotation that AFSLP makes pursuant to this definition as if it were the sole Reference Market-maker, then the requirement for four Reference Market-makers shall be carried out as provided in the definition of Market Quotation.

“Moody’s” means Moody’s Investors Service Inc. and any successor nationally-recognized rating agency.

“Official Statement” means the Official Statement of the Counterparty relating to the Bonds.

“Remarketing Agent” means the entity acting in the capacity of remarketing agent under the Bond Security Agreement, initially, Morgan Keegan & Company, Inc.

“Remarketing Agreement” means the agreement under which the Remarketing Agent agrees to perform the duties of the Remarketing Agent under the Bond Security Agreement.

“**S&P**” means Standard & Poor’s Ratings Services, a division of McGraw-Hill, Inc., and any successor nationally-recognized rating agency.

“**Standby Agreement**” means the standby bond purchase agreement, letter of credit (and related reimbursement agreement), line of credit or similar liquidity facility delivered in accordance with the terms of the Bond Security Agreement as a source of funding for payment of the purchase price of the Bonds tendered or deemed tendered in accordance with the provisions of the Bond Security Agreement as the same may be amended in accordance with the terms hereof and thereof.

“**Standby Purchaser**” means the entity or entities, under and in accordance with the Bond Security Agreement, which provide liquidity support for the payment of the tender price of the Bonds through the issuance of a Standby Agreement.

“**Termination Option**” has the meaning set forth in Part 1(g) of the Schedule to the Agreement.

“**Trustee**” means the trustee designated under the Bond Security Agreement.

Part 5.

Provisions Relating to a Bond Retirement Change.

(a) Party B agrees that so long as it shall have any obligations hereunder it shall not put into effect a Bond Retirement Change without first delivering to AFSLP an opinion of nationally recognized Bond Counsel, such counsel and the form and substance of such opinion to be reasonably satisfactory to AFSLP, to the effect that notwithstanding such event this Agreement is a legal, valid, binding and enforceable obligation of Party B, unless (i) the date on which such Bond Retirement Change occurs is designated by Party B in accordance with Section 6 hereof as an Early Termination Date with respect to such Bond Retirement Change, (ii) the applicable Confirmation shall have been revised in accordance with this Part 5 to reflect the reductions in notional amounts as provided for in this Part 5 or (iii) AFSLP shall have waived in writing the delivery of such opinion. Party B agrees to give notice to AFSLP and the AFSLP Credit Enhancer of any proposed Bond Retirement Change no less than fifteen (15) Business Days prior to the occurrence thereof but in no event later than notice thereof is given to Bondholders. Such notice shall state which of the above actions Party B has determined to take.

(b) In the event that Party B determines to reduce the Calculation Amounts to reflect (i) in the case of a Bond Retirement Change referred to in clause (a) of the definition thereof in Section 12 of this Agreement (as added by Part 4(h) of this Schedule), the retirement of Bonds which would result from such Bond Retirement Change, or (ii) in the case of a Bond Retirement Change referred to in clause (b) of such definition, the prospective non-issuance of Bonds which would result from such Bond Retirement Change, the notice required by Part 5(a) shall further set forth the reduction in the Calculation Amounts set forth in Schedule I to the Confirmation so that on any date the Calculation Amount for such date shall equal the principal amount of Bonds outstanding on such date after giving effect to such Bond retirement or non-issuance of Bonds. AFSLP agrees to provide on a date no later than five (5) Business Days after receipt of such notice from Party B written notice to Party B of the Market-Related Amount for such date

determined as though the Calculation Amounts in Schedule I to the Confirmation for the relevant Transaction were equal to the amounts of the reductions in Calculation Amounts as set forth pursuant to the aforesaid notice from Party B and Party B were the Affected Party. If such Market-Related Amount is a positive number, AFSLP will pay such amount on the date of such Bond retirement to Party B; if the Market-Related Amount is a negative number, Party B will pay the absolute value of such amount on the date of such Bond Retirement Change to AFSLP. Notwithstanding the foregoing, the election by Party B to reduce the Calculation Amounts shall not be effective if such calculation of the Market-Related Amount results in a payment to AFSLP unless Party B provides evidence reasonably satisfactory to AFSLP (which may include an escrow of funds) that such payment will be made by Party B. The amount paid pursuant to this clause (b) shall be adjusted by adding or subtracting, as the case may be, the net Unpaid Amounts owing from one party to another with respect to the reduced portion of the Calculation Amounts, calculated in the same manner as Unpaid Amounts are calculated in respect of Terminated Transactions, but using the date of the Bond Retirement Change in lieu of the "Early Termination Date" for the date as of which the calculation of Unpaid Amounts is to be made.

(c) Upon payment being made as provided in (b) above, Party B shall be entitled to cause the relevant Bond Retirement Change and simultaneously therewith Schedule I to the Confirmation shall be revised to reflect the reduction in Calculation Amounts as set forth pursuant to clause (b) above. The obligations of the parties to make any further payments under Section 2 in respect of that portion of payment amounts that, but for such reduction in Calculation Amounts, would have been payable under Section 2 will terminate, but without prejudice to the other provisions of this Agreement. The occurrence of the notice of the Bond Retirement Change and the election by Party B to reduce the Calculation Amounts shall not affect the continuing effectiveness of this Agreement as to the Calculation Amounts as revised.

(d) The Counterparty agrees that all amounts owing to the Counterparty Credit Enhancer under this Agreement or the Counterparty Credit Enhancement must be paid in full prior to any optional redemption or refunding of the Bonds unless the Counterparty Credit Enhancer gives directions to the contrary.

Part 6.
Obligations of the Counterparty Hereunder;
Pledge Under the Bond Security Agreement and Hereunder

(a) **Special Obligations.** Notwithstanding any provision of this Agreement to the contrary, the obligations of Party B under this Agreement shall be special obligations of Party B payable solely from the Loan Agreement. Neither the general credit of Party B nor the credit or taxing power of the State of Tennessee is pledged for the payment of the obligations of Party B under this Agreement and such obligations shall not be or be deemed to be an obligation of the State of Tennessee.

(b) **Security Under Bond Security Agreement.** This Agreement constitutes a "Swap Agreement", and AFSLP constitutes a "Swap Counterparty", for all purposes of the Bond Security Agreement and the Loan Agreement. Accordingly, the obligations of the Counterparty hereunder, other than for Termination Payments (as defined in the Bond Security Agreement), are

secured under the Bond Security Agreement on a parity with the Bonds by the pledge of the Trust Estate, to the extent and in the manner set forth in the Bond Security Agreement.

(c) **Security for Termination Payment.** In order to secure the payment of Termination Payments, the Counterparty, in consideration of the agreements of AFSLP contained herein and in consideration of the premises, does hereby grant to AFSLP a lien on and security interest in the portion of the Additional Payments (as defined in the Bond Security Agreement) received from [NAME OF BORROWER] to provide for the payment of Termination Payments.

(d) **No Discharge.** In the event that all of the Bonds shall be discharged prior to full performance by the Counterparty of its obligations under this Agreement, the Counterparty acknowledges that the irrevocable lien on the Trust Estate for payments hereunder shall not be discharged but will continue and remain in full force and effect until full performance of such obligations by the Counterparty.

IN WITNESS WHEREOF, the parties have executed this document as of the date specified on the first page of this document.

AMBAC FINANCIAL SERVICES, L.P.

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE PUBLIC BUILDING AUTHORITY OF
_____ COUNTY, TENNESSEE**

By: _____
Name:
Title:

By: _____
Name:
Title:

FORM OF OPINION OF COUNSEL TO PARTY A

[DATE]

The Public Building Authority of
_____ County, Tennessee

_____, TN _____

Re: Master Agreement and Confirmation between The Public Building Authority of
_____ County, Tennessee and Ambac Financial Services, Limited Partnership

Ladies and Gentlemen:

We have acted as counsel to Ambac Financial Services, L.P., a Delaware limited partnership (“**AFSLP**”), in connection with the execution and delivery by AFSLP of each agreement listed on Schedule A hereto (each an “**Agreement**” and, collectively, the “**Agreements**”), including in each case a Master Agreement, a Schedule and one or more Confirmations. Capitalized terms used but not otherwise defined herein have the meanings assigned thereto in the Agreements.

In rendering this opinion, we have examined executed originals or copies of the Agreements and such records, documents, instruments, certificates of public officials, of AFSLP and of AMBAC Financial Services Holdings, Inc. (“**Holdings**”), the corporate general partner of AFSLP, and such questions of law as we have deemed necessary for the purpose of rendering the opinions set forth herein. In such examination, we have assumed the genuineness of all signatures and the authenticity of all items submitted to us as originals and the conformity to originals of all items submitted to us as certified copies and the authenticity of the originals of such copies. As to certain matters of fact relevant to the opinions hereinafter expressed, we have relied upon certifications, statements, representations, and warranties of AFSLP, Holdings, Party B and their respective representatives, including statements, representations and warranties contained in the Agreements, and we have assumed and have not independently verified that all such certifications, statements, representations and warranties are true, accurate and complete. We have assumed that Party B has the legal capacity, power and authority to execute, deliver and perform its obligations under the Agreements and that the Agreements constitute the legal, valid and binding agreement of Party B and are enforceable against Party B in accordance with the terms thereof.

The opinions expressed herein are limited to the laws of the State of New York, the Revised Uniform Limited Partnership Act of the State of Delaware and the Federal laws of the United States of America.

Based upon the foregoing and having regard to such legal considerations as we have deemed relevant, we are of the opinion, subject to the qualifications expressed herein, that:

(1) AFSLP is a limited partnership validly existing and in good standing under the law of the State of Delaware.

(2) AFSLP has the partnership power and authority to execute and deliver the Agreements and to perform its obligations thereunder and has taken all necessary action to authorize such execution and delivery and the performance of those obligations.

(3) The execution and delivery by AFSLP of the Agreements and its performance of its obligations thereunder do not violate or conflict with its Certificate of Limited Partnership, as amended to date, or its Agreement of Limited Partnership, as amended to date, or any law, regulation, rule, decree, order or judgment binding or affecting it or its property.

(4) No approval, consent or authorization of any governmental or public agency or authority or any other institution not already obtained is required for the execution by AFSLP of, or performance of AFSLP's obligations under, the Agreements.

(5) Each Agreement has been duly authorized, executed and delivered by AFSLP and constitute the legal, valid and binding obligations of AFSLP enforceable in accordance with the terms of such Agreement.

The opinions expressed herein are subject to the following qualifications:

(A) The enforceability of each Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws from time to time in effect relating to or affecting generally the enforcement of creditors' rights and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding at law or in equity).

(B) The opinion expressed in paragraph 1 above is based solely upon a certificate of the Secretary of State of the State of Delaware.

(C) The opinion expressed in paragraph 5 above is subject to the qualification that we express no opinion regarding the enforceability of Section 6(e) of each Agreement insofar as it purports to obligate a party, on termination of the Agreements, to pay an amount in excess of that measured by the lowest quotation from a Reference Market-maker. In addition, in connection with any such early termination on the grounds of default, a court might limit the non-defaulting party's recovery to its actual damages in the circumstances, imposing its own settlement procedures in lieu of the provisions of Section 6(e) of each Agreement.

(D) We express no opinion herein as to whether a court or other authority or body located outside of the State of New York would enforce the governing law provision of, or honor, the Agreements.

(E) We have rendered the opinions expressed herein based on facts and circumstances existing, and applicable laws, rules, regulations, court decisions and regulatory authority determinations in effect, on the date hereof. We disclaim any obligation to update or supplement this opinion letter for events occurring or coming to our attention after the date hereof.

We are furnishing this letter to the addressees solely for their benefit, and no other person is entitled to rely hereon. Without the prior written consent of the undersigned, this letter may not be used, circulated, quoted, or otherwise referred to for any other purpose not disclosed or delivered to, or relied upon by, anyone other than the addressees.

Very truly yours,

SCHEDULE A

Agreements Between Ambac Financial Services, L.P. and
The Public Building Authority of _____ County, Tennessee

FORM OF OPINION OF COUNSEL TO PARTY B

[DATE]

Ambac Financial Services, L.P.
One State Street Plaza
New York, NY 10004

Ambac Assurance Corporation
One State Street Plaza
New York, NY 10004

Re: Master Agreements and Confirmations between The Public Building Authority of _____ County, Tennessee and Ambac Financial Services, L.P.

Ladies and Gentlemen:

We have acted as counsel to The Public Building Authority of _____ County, Tennessee (“Party B”) in connection with the execution and delivery by Party B of (a) those certain ISDA Master Agreements listed on the attached Schedule, each dated as of [DATE] between Ambac Financial Services, L.P., a Delaware limited partnership (“Party A”) and Party B, including the Schedule attached thereto (each a “Master Agreement”), and (b) those certain Confirmations under each Master Agreement, each dated [DATE], relating to an interest rate swap transaction (each Confirmation and the Master Agreement to which such Confirmation relates are collectively referred to herein as an “Agreement”). Capitalized terms used but not otherwise defined herein have the meanings assigned thereto in the Agreement.

In rendering this opinion, we have examined an executed original or copy of each Agreement and such records, documents, instruments, certificates of public officials, of Party B, and such questions of law as we have deemed necessary for the purpose of rendering the opinions set forth herein. In such examination, we have assumed the genuineness of all signatures and the authenticity of all items submitted to us as originals and the conformity to originals of all items submitted to us as certified copies and the authenticity of the originals of such copies. As to certain matters of fact relevant to the opinions hereinafter expressed, we have relied upon certifications, statements, representations, and warranties of Party B, Party A and their respective representatives, including statements, representations and warranties contained in each Agreement, and we have assumed and have not independently verified that all such certifications, statements, representations and warranties are true, accurate and complete. We have assumed that Party A has the legal capacity, power and authority to execute, deliver and perform its obligations under each Agreement and that each Agreement constitutes the legal, valid and binding agreement of Party A and is enforceable against Party A in accordance with the terms thereof.

We have also examined the reports of the Comptroller of the State of Tennessee rendered pursuant to Chapter 10 of Title 12 of Tennessee Code Annotated finding that each Agreement is in compliance with the guidelines of the State Funding Board.

The opinions expressed herein are limited to the laws of the State of Tennessee and the Federal laws of the United States of America. We have assumed for purposes of this opinion that the laws of the State of New York, which purports to govern each Agreement, is the same as the law of the State of Tennessee.

Based upon the foregoing and having regard to such legal considerations as we have deemed relevant, we are of the opinion, subject to the qualifications expressed herein, that:

(1) Party B is a public corporation validly existing and in good standing under the law of the State of Tennessee.

(2) Party B has the power and authority to execute and deliver each Agreement and each Bond Document to which it is a party and to perform its obligations thereunder and has taken all necessary action to authorize such execution and delivery and the performance of those obligations.

(3) The execution and delivery by Party B of each Agreement and each Bond Document to which it is a party and its performance of its obligations thereunder do not violate or conflict with its organization document, as amended to date, or any law, regulation, rule, decree, order, judgment or contractual restriction binding on or affecting it or its property.

(4) No approval, consent or authorization of any governmental or public agency or authority or any other institution not already obtained is required for the execution by Party B of, or performance of Party B's obligations under, each Agreement or any Bond Document.

(5) Each Agreement and each Bond Document to which it is a party has been duly authorized, executed and delivered by Party B and constitutes the legal, valid and binding obligation of Party B enforceable in accordance with the terms of such Agreement.

(6) There is not pending or, to our knowledge, threatened against Party B any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against of any Agreement to which it is party or its ability to perform its obligations under any Agreement.

The opinions expressed herein are subject to the following qualifications:

(A) The enforceability of each Agreement and each Bond Document to which Party B is a party and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws from time to time in effect relating to or affecting generally the enforcement of creditors' rights and (ii) general principles of equity, including without limitation concepts of

materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding at law or in equity).

(B) The opinion expressed in paragraph 1 above is based solely upon a certificate of the Secretary of State of the State of Tennessee.

(C) The opinion expressed in paragraph (5) above is subject to the qualification that we express no opinion regarding the enforceability of Section 6(e) of each Agreement insofar as it purports to obligate a party, on termination of such Agreement, to pay an amount in excess of that measured by the lowest quotation from a Reference Market-maker. In addition, in connection with any such early termination on the grounds of default, a court might limit the non-defaulting party's recovery to its actual damages in the circumstances, imposing its own settlement procedures in lieu of the provisions of Section 6(e) of each Agreement.

(D) We have rendered the opinions expressed herein based on facts and circumstances existing, and applicable laws, rules, regulations, court decisions and regulatory authority determinations in effect, on the date hereof. We disclaim any obligation to update or supplement this opinion letter for events occurring or coming to our attention after the date hereof.

We are furnishing this letter to the addressees solely for their benefit, and no other person is entitled to rely hereon. Without the prior written consent of the undersigned, this letter may not be used, circulated, quoted, or otherwise referred to for any other purpose not disclosed or delivered to, or relied upon by, anyone other than the addressees.

Very truly yours,

SCHEDULE

**FINANCIAL GUARANTY INSURANCE POLICY
FOR SWAP AGREEMENT
(Counterparty Payment Policy)**

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
(212) 668-0340

Policy No. CPP0[___]BE

Effective Date: CPP0[___]BE

Ambac Assurance Corporation (“**Ambac**”), in consideration of the payment of the premium and subject to the terms of this Policy, hereby unconditionally and irrevocably guarantees the full and complete payments of amounts which are “Due for Payment” (as defined below) by or on behalf of The Public Building Authority of _____, Tennessee, or its successors or permitted assigns (the “**Counterparty**”) to Ambac Financial Services, LLC (“**AFS**” or the “**Beneficiary**”), under the ISDA Master Agreement dated as of CPP0[___]BE, including the Schedule thereto, and all Transactions (as defined therein) thereunder, which shall include only transactions in which the obligations of the Counterparty are payable from amounts paid by _____, Tennessee (collectively, and as amended from time to time, the “**Agreement**”), by and between the Counterparty and AFS, as such payments are Due for Payment (as defined below) but shall not be so paid in accordance with the terms of the Agreement, for which the grace period set forth in the Agreement has expired, and for which a Demand for Payment in the form attached hereto as Attachment 1 (the “**Demand for Payment**”) has been presented to Ambac in accordance with the terms of this Policy provided that unless the Option (as defined below) is exercised by Ambac or unless the Counterparty designates an Early Termination Date (as defined and under the Agreement), the amount available hereunder for payment pursuant to any one Demand for Payment shall not exceed the amount that is Due for Payment (the “**Policy Coverage**”); provided further that the Policy Coverage shall never exceed the amount that is Due for Payment, unless such Demand for Payment is made with respect to an amount that is due from the Counterparty as a result of the designation of an Early Termination Date. As used herein, the term “Due for Payment” refers to the amounts that are required to be paid by the Counterparty on each regularly scheduled Payment Date stated in the Agreement, as the same may be reduced from time to time in accordance with the terms of the Agreement. If a Demand for Payment is made under this Policy, Ambac will continue to make regularly scheduled payments under the Agreement unless Ambac elects, at its sole option, to direct the Beneficiary to designate an Early Termination Date on a specified future date (which election can be made at the time the initial Demand for Payment has been made or at any time thereafter) or unless the Counterparty designates an Early Termination Date. If Ambac so directs the Beneficiary to designate an Early Termination Date (the “**Option**”), Ambac will pay to the Beneficiary the amount, if any, due from the Counterparty as a result of the designation of such Early Termination Date, following the receipt of a Demand for Payment with respect to any such amount owed.

1. Upon the later of: (i) one (1) day after receipt by the General Counsel of Ambac of a Demand for Payment, duly executed by the Beneficiary; or (ii) the date prescribed for payment of such amount under the terms of the Agreement as specified in the Demand for Payment presented by the Beneficiary to the General Counsel of Ambac, Ambac will make a deposit of funds in an account with the Beneficiary in New York, New York, sufficient for the payment to the Beneficiary, of amounts which are then due to the Beneficiary (as specified in the Demand for Payment) but in no case in excess of the Policy Coverage unless such Demand for Payment is for an amount due from the Counterparty as a result of the designation of an Early Termination Date by the Beneficiary at the direction of Ambac or by the Counterparty. Such payment shall be made by Ambac only upon receipt by Ambac of an instrument of assignment, in form and substance satisfactory to Ambac, duly executed by the Beneficiary, transferring to Ambac all rights under the Agreement to receive amounts due from the Counterparty under the Agreement and in respect of which a Demand for Payment was made. Ambac shall be subrogated to all of the Beneficiary's rights to payment under the Agreement to the extent of any Policy payments made.

2. Demand for Payment hereunder may be made by telecopy or prepaid telex or telegram of the executed Demand for Payment c/o the General Counsel of Ambac. If a Demand for Payment made hereunder does not, in any instance, conform to the terms and conditions of this Policy, Ambac shall give notice to the Beneficiary, as promptly as reasonably practicable, that such Demand for Payment was not effected in accordance with the terms and conditions of this Policy, and briefly stating the reason(s) therefor. Upon being notified that such Demand for Payment was not effected in accordance with this Policy, the Beneficiary may attempt to correct any such nonconforming Demand for Payment if, and to the extent that, the Beneficiary is entitled and able to do so.

3. The amount payable by Ambac under this Policy on any Payment Date or the date prescribed for payment of such amount under the terms of the Agreement pursuant to a particular Demand for Payment shall be limited to the Policy Coverage unless such Demand for Payment is with respect to an amount due from the Counterparty as a result of the designation of an Early Termination Date by the Beneficiary at the direction of Ambac or by the Counterparty. The Policy Coverage shall be reduced automatically to the extent of each payment made by Ambac hereunder in respect of an amount that is Due for Payment. Upon payment in full by Ambac to the Beneficiary of the amount, if any, due from the Counterparty in respect of the exercise by Ambac of its Option, Ambac shall have no further obligation under this Policy.

4. Any service of process on Ambac may be made to Ambac or the office of the General Counsel of Ambac and such service of process shall be valid and binding as to Ambac. During the term of its appointment, General Counsel will act as agent for the acceptance of service of process and its offices are located at One State Street Plaza, New York, New York 10004.

5. This Policy is noncancelable for any reason. The term of this Policy shall expire on the earliest date on which both (i) the Agreement and all transactions governed by the Agreement are terminated pursuant to its terms, and (ii) all amounts, if any, due and owing by the Counterparty under the Agreement shall have been paid in full. The premium on this Policy is not refundable for any reason, including early termination of the Agreement by either Ambac,

the Counterparty or the Beneficiary. There shall be no acceleration payment due under the Policy unless such acceleration is at the sole option of Ambac.

6. This Policy shall be governed by and interpreted under the laws of the State of New York, and any suit hereunder in connection with any amount due hereunder may be brought only by the Beneficiary and only within the time limit prescribed by any applicable statute of limitations. The insurance provided by this Policy is not covered by the New York Property/Casualty Insurance Security Fund (New York Insurance Code, Article 76).

IN WITNESS WHEREOF, Ambac has caused this Policy to be executed and attested on its behalf this day of , 200 .

AMBAC ASSURANCE CORPORATION

Attest: _____
Title: _____

By: _____
Title: _____

Attachment 1

Financial Guaranty Insurance Policy No. CPP0[___]BE

DEMAND FOR PAYMENT

[Date]

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: General Counsel

Reference is made to the Policy No. CPP0[___]BE (the “*Policy*”) issued by Ambac Assurance Corporation (“*Ambac*”). The terms which are capitalized herein and not otherwise defined have the meanings specified in the Policy unless the context otherwise requires.

The Beneficiary hereby certifies that:

(a) Payment by the Counterparty to the Beneficiary is due on _____, in an amount equal to \$_____ (the “*Amount Due*”).

(b) \$_____ has been paid (or provision for such payment has been made) to the Beneficiary by the Counterparty under the Agreement, which amount is \$_____ less than the Amount Due (the “*Deficiency*”).

(c) The Beneficiary has not heretofore made demand under the Policy for the Amount Due or any portion thereof and the Deficiency is not in excess of the Policy Coverage.

The Beneficiary hereby requests that payment of the Deficiency be made by Ambac under the Policy and directs that payment under the Policy be made to the following account by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Policy:

_____ [The Beneficiary’s Account]

or, in the case of an Early Termination Date:

(a) Payment to the Beneficiary of the Settlement Amount and the Unpaid Amounts (as each such term is defined in the Agreement) is due on _____, in respect of an Early Termination Date so designated [by the Beneficiary at the direction of Ambac pursuant to its exercise of the Option under the Policy] [by the Counterparty].

(b) The Beneficiary has not heretofore made demand under the Policy for the Settlement Amount or the Unpaid Amounts.

The Beneficiary hereby request that payment of the Settlement Amount and the Unpaid Amounts be made by Ambac under the Policy and directs that payment under the Policy be made to the following account by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Policy:

_____ The Beneficiary's Account

Ambac Financial Services, LLC

By: _____

Its: _____

**FINANCIAL GUARANTY INSURANCE POLICY
FOR SWAP AGREEMENT**

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
(212) 668-0340

Policy No. SWLP0[____]BE

Effective Date: _____, 200

Ambac Assurance Corporation (“**Ambac**”) hereby unconditionally and irrevocably guarantees the full and complete payment of amounts Due for Payment (defined below) by Ambac Financial Services, LLC (“**AFS**”), to The Public Building Authority of _____, Tennessee, or its successors or permitted assigns (“**Counterparty**”), pursuant to the ISDA Master Agreement, dated as of the Effective Date, by and between AFS and Counterparty including the Schedule and any ISDA Credit Support Annex thereto and all Transactions (as defined therein) thereunder (collectively, and as amended from time to time, the “**Agreement**”), in consideration of the payment of the premium by AFS, subject to the terms of this policy (“**Policy**”) and following the delivery, in accordance with the Agreement, by Counterparty to AFS and Ambac of a swap notice in the form attached hereto as Attachment 1 (a “**Swap Notice**”) or the delivery, in accordance herewith, by either Ambac or Counterparty of a notice, in the form attached hereto as Attachment 2 (an “**Early Payment Notice**”), as the case may be. Capitalized terms used herein and not otherwise defined have the meanings assigned thereto in the Agreement.

As used herein, amounts “**Due for Payment**” refers to (a) if an Ambac-Triggered Event (defined below) has occurred and is continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac, the amount due by AFS to Counterparty either (i) as a result of the early termination of the Agreement or (ii) on the final Scheduled Payment Date under the Agreement, as the case may be, and (b) if an Ambac-Triggered Event is not continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac, (i) amounts required to be paid by Ambac to Counterparty by reference to the Post-Novation Reference Agreement (defined below) prior to an Early Payment Date (defined below) and (ii) if an Early Payment Date occurs, the amount required to be paid by Ambac as if there had been an Early Termination Date under the Post-Novation Reference Agreement on the same date as such Early Payment Date.

An “**Ambac-Triggered Event**” means an Event of Default or Termination Event with respect to which AFS is the Defaulting Party or an Affected Party under the Agreement where such Event of Default or Termination Event arises solely by reason of an event or condition that is directly attributable to AFS’s Credit Support Provider.

“**Post-Novation Reference Agreement**” shall mean the Agreement as it would have operated if Ambac (instead of AFS) had been a party to the Agreement (including, without limitation, any ISDA Credit Support Annex) but without regard to (i) any obligations of AFS contained in any provisions in the Schedule to the Agreement that, by their terms, are only

applicable prior to the Novation of the Agreement or that are unique by their nature to AFS or (ii) references in the Agreement to Party A's Credit Support Provider.

1. Ambac will make a deposit of funds in an account with Counterparty in New York, New York, sufficient for the payment to Counterparty, of amounts Due for Payment hereunder on the day that is the later of (x) the date on which such amount is due under the Agreement or, if there is a Novation of the Agreement, by reference to the Post-Novation Reference Agreement and (y) one (1) business day following receipt by Ambac of a Swap Notice or Early Payment Notice, as the case may be.

2. A Swap Notice may be delivered by telecopy of the executed Swap Notice to the attention of the General Counsel of Ambac. If a Swap Notice delivered hereunder does not, in any instance, conform to the terms and conditions of this Policy, Ambac shall give notice to Counterparty, as promptly as reasonably practicable, that such Swap Notice was not effected in accordance with the terms and conditions of this Policy and briefly stating the reason(s) therefor. Upon being notified that such Swap Notice was not effected in accordance with this Policy, Counterparty may promptly attempt to correct any such nonconforming Swap Notice, if, and to the extent that, Counterparty is entitled and able to do so.

3. If no Ambac-Triggered Event is continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac in accordance herewith, then, in consideration of the agreements and assignment by Counterparty in the Agreement, Ambac (a) hereby assumes (as of the date of such Swap Notice) all of Counterparty's remaining obligations under the Agreement with respect to AFS and (b) thereafter, without duplication of the obligation to pay amounts Due for Payment hereunder, shall perform for the benefit of Counterparty by reference to the Post-Novation Reference Agreement. In order to secure Ambac's obligations hereunder subsequent to the Novation of the Agreement, Ambac hereby grants to Counterparty a security interest in all collateral held by Counterparty pursuant to the Agreement, and in any and all proceeds of and distributions thereon, subject to the provisions set forth in the Post-Novation Reference Agreement.

4. Subsequent to the Novation of the Agreement:

(a) Counterparty shall be entitled to designate an Early Payment Date hereunder by delivering to Ambac an Early Payment Notice (i) upon the occurrence of any event that, by reference to the Post-Novation Reference Agreement, permits Counterparty to designate an Early Termination Date or (ii) for failure by Ambac to pay any amount Due for Payment hereunder; and

(b) Ambac shall be entitled to designate an Early Payment Date hereunder by delivering to Counterparty an Early Payment Notice upon the occurrence of any event that, by reference to the Post-Novation Reference Agreement, permits Ambac to designate an Early Termination Date.

An "**Early Payment Date**" shall mean (i) a date designated in an Early Payment Notice delivered hereunder that, by reference to the Post-Novation Reference Agreement, Counterparty or Ambac is entitled to designate as an Early Termination Date and (ii) the

Early Termination Date set forth in the Post-Novation Reference Agreement as the result of an "Automatic Early Termination" as described therein.

An Early Payment Notice shall be delivered in accordance with the terms set forth in the Post-Novation Reference Agreement.

5. Ambac shall promptly notify Counterparty if, upon Counterparty's delivery of a Swap Notice, an Ambac-Triggered Event has occurred and is continuing.

6. Subsequent to the Novation of the Agreement, Ambac may, without the consent of Counterparty, unilaterally cause Counterparty to be a party to a swap agreement on terms identical to the Agreement with any affiliate or subsidiary of Ambac (a "**Designee**"), with only such changes as are necessary to reflect the identity of the Designee (such agreement, a "**Designee Swap Agreement**"); *provided* that (w) Ambac has either (i) confirmed in writing to Counterparty and Designee that this Policy shall cover the Designee's obligations under such Designee Swap Agreement or (ii) issued a financial guaranty insurance policy of the same scope, manner and tenor as this Policy covering such Designee's obligations under such Designee Swap Agreement, (x) at the time Counterparty would become party to such Designee Swap Agreement, no Event of Default or Potential Event of Default or Termination Event (as defined therein) would be occurring thereunder with respect to Designee, (y) Counterparty will not, as a result of becoming a party to such Designee Swap Agreement, be required on the next succeeding Scheduled Payment Date (as defined therein) to pay to Designee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) thereof (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e) thereof) greater than the amount in respect of which Counterparty would have been required to pay to AFS under the Agreement and (z) Designee will not be required on the next succeeding Scheduled Payment Date to withhold or deduct on account of a Tax under Section 2(d)(i) thereof (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e) thereof) amounts in excess of that which AFS would on the next succeeding Scheduled Payment Date have been required to so withhold or deduct under the Agreement unless Designee would be required to make additional payments pursuant to Section 2(d)(i)(4) thereof corresponding to such excess. With respect to the result described in clauses (y) and (z) of this Section 6, the Designee Swap Agreement will contain such Payee Tax Representations and Payer Tax Representations as may be necessary in order to permit each party to determine that such result will not occur. All reasonable expenses of Counterparty in connection with a Designee Swap Agreement or prospective Designee Swap Agreement shall be paid by Ambac.

7. Upon the earlier of (x) payment in full by Ambac to Counterparty of all amounts Due for Payment from Ambac hereunder and (y) the issuance by Ambac of a new financial guaranty insurance policy in connection with the implementation of a Designee Swap Agreement in accordance with Section 6 of this Policy, Ambac shall have no further obligation under this Policy.

8. Ambac's obligations to make payment under this Policy are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, legality or enforceability of the Agreement or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for the amounts Due for Payment hereunder, and, to the fullest extent permitted by applicable law, irrespective of any

other circumstance which might constitute a legal or equitable defense to payment of a surety or guarantor, including fraud in the inducement or fraud in fact. Ambac hereby expressly waives diligence, presentment, protest and any requirement that Counterparty exhaust any right, power or remedy or proceed against AFS, or against any other person under any other guarantee of, or security for, the Agreement, *provided* that Counterparty shall be required to deliver a Swap Notice or Early Payment Notice, as the case may be, as contemplated by this Policy. None of the foregoing waivers shall prejudice any claim Ambac may have, whether directly or as subrogee of Counterparty, subsequent to making such payment to Counterparty in accordance with this Policy.

9. Any service of process on Ambac may be made to Ambac at the office of the General Counsel of Ambac and such service of process shall be valid and binding as to Ambac. During the term of its appointment, the General Counsel of Ambac will act as agent for the acceptance of service of process. The office of the General Counsel of Ambac is located at One State Street Plaza, New York, New York 10004.

10. This Policy is noncancelable for any reason. The premium on this Policy is not refundable for any reason, including early termination of the Agreement by Counterparty or AFS.

11. This Policy shall be governed by and interpreted under the laws of the State of New York, and any suit hereunder in connection with any amount due hereunder may be brought only by Counterparty and only within the time limit prescribed by any applicable statute of limitations. The insurance provided by this Policy is not covered by the New York Property/Casualty Insurance Security Fund (New York Insurance Code, Article 76).

IN WITNESS WHEREOF, Ambac has caused this Policy to be executed and attested on its behalf this day of , 200 .

Attest: _____
Assistant Secretary

AMBAC ASSURANCE CORPORATION
By _____
Name:
Title:

Attachment 1

Financial Guaranty Insurance Policy No. SWLP0[____]BE

SWAP NOTICE

[Date]

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: General Counsel

Ambac Financial Services, L.P.
One State Street Plaza
New York, New York 10004

Reference is made to the ISDA Master Agreement, dated as of _____, 200____, between Ambac Financial Services, L.P. (“**AFS**”) and The Public Building Authority of _____, Tennessee, (“**Counterparty**”), including the Schedule and any ISDA Credit Support Annex thereto, and all Transactions (as defined therein) thereunder (collectively, and as amended as of the date hereof, the “**Agreement**”) and Policy No. SWLP0[____]BE (the “**Policy**”) issued by Ambac Assurance Corporation (“**Ambac**”). The terms that are capitalized herein and not otherwise defined have the meanings specified in the Agreement unless the context otherwise requires.

1. [An Event of Default in respect of AFS as the Defaulting Party] [A Termination Event in respect of AFS as an Affected Party] specified in Section____ of the Agreement has occurred and is continuing under the Agreement.

2. As a consequence thereof, Counterparty hereby designates _____, _____ as the Early Termination Date for the Agreement and, unless an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, acknowledges that a Novation of the Agreement shall occur in accordance with the Agreement and the Policy.

3. If an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, then this Swap Notice shall constitute a demand for payment by Ambac of any amounts due but unpaid by AFS to Counterparty under the Agreement in respect of the Early Termination Date designated in paragraph (2) above.

4. If no Ambac-Triggered Event is continuing on the date of receipt hereof, then Counterparty hereby agrees to perform for the benefit of Ambac by reference to the Post-Novation Reference Agreement and confirms all of the other agreements made by it, for the benefit of Ambac, in the Agreement.

5. Counterparty hereby agrees (x) to Ambac's unilateral right to cause Counterparty to be a party to a swap agreement pursuant to Section 6 of the Policy and (y) that, without derogation of its rights under the Policy, it shall, upon the request of Ambac, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, within a reasonable period following such request, such instruments and take such further action as may be reasonably necessary to effectuate the intention, performance and provisions of the Policy.

6. Notwithstanding any of the above, if the Event of Default cited in paragraph (1) above is the failure by AFS to pay the amount due under the Agreement on the final Scheduled Payment Date, then, whether or not an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, this Swap Notice shall constitute a demand for payment by Ambac of such amount.

THE PUBLIC BUILDING AUTHORITY OF
, TENNESSEE

By _____

Name:

Title:

Attachment 2

Financial Guaranty Insurance Policy No. SWLP0[____]BE

EARLY PAYMENT NOTICE

[Date]

[RECIPIENT OF NOTICE]

Reference is made to the Policy No. SWLP0[____]BE (the “**Policy**”) issued by Ambac Assurance Corporation (“**Ambac**”) in respect of the ISDA Master Agreement, dated as of _____, 200____, between Ambac Financial Services, L.P. and The Public Building Authority of City of _____, Tennessee (“**Counterparty**”), including the Schedule and any ISDA Credit Support Annex thereto, and all Transactions (as defined therein) thereunder, as amended and/or novated as of the date hereof. The terms that are capitalized herein and not otherwise defined have the meanings specified in the Policy unless the context otherwise requires.

This Notice is given pursuant to Section 4 of the Policy.

[Party giving notice] hereby designates [_____] [____], [____] as the Early Payment Date¹ in connection with the occurrence of an event with respect to [Ambac][Counterparty] that constitutes [an Event of Default] [a Termination Event] specified in Section ____ of the Post-Novation Reference Agreement.

Notwithstanding any of the above, if the Event of Default cited above is the failure by Ambac to pay the amount due by reference to the Post-Novation Reference Agreement on the final Scheduled Payment Date (as defined therein), then, whether or not an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, this Early Payment Notice shall constitute a demand for payment by Ambac of such amount.

[PARTY GIVING NOTICE]

By: _____
Name:
Title:

¹ A date not earlier than one (1) business day, and not later than twenty (20) days, following the date on which the Early Payment Notice is delivered.

**FINANCIAL GUARANTY INSURANCE POLICY
FOR SWAP AGREEMENT
(Counterparty Payment Policy)**

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
(212) 668-0340

Policy No. CPP0[____]BE

Effective Date: CPP0[____]BE

Ambac Assurance Corporation ("**Ambac**"), in consideration of the payment of the premium and subject to the terms of this Policy, hereby unconditionally and irrevocably guarantees the full and complete payments of amounts which are "Due for Payment" (as defined below) by or on behalf of The Public Building Authority of _____, Tennessee, or its successors or permitted assigns (the "**Counterparty**") to Ambac Financial Services, LLC ("**AFS**" or the "**Beneficiary**"), under the ISDA Master Agreement dated as of CPP0[____]BE, including the Schedule thereto, and all Transactions (as defined therein) thereunder, which shall include only transactions in which the obligations of the Counterparty are payable from amounts paid by _____, Tennessee (collectively, and as amended from time to time, the "**Agreement**"), by and between the Counterparty and AFS, as such payments are Due for Payment (as defined below) but shall not be so paid in accordance with the terms of the Agreement, for which the grace period set forth in the Agreement has expired, and for which a Demand for Payment in the form attached hereto as Attachment 1 (the "**Demand for Payment**") has been presented to Ambac in accordance with the terms of this Policy provided that unless the Option (as defined below) is exercised by Ambac or unless the Counterparty designates an Early Termination Date (as defined and under the Agreement), the amount available hereunder for payment pursuant to any one Demand for Payment shall not exceed the amount that is Due for Payment (the "**Policy Coverage**"); provided further that the Policy Coverage shall never exceed the amount that is Due for Payment, unless such Demand for Payment is made with respect to an amount that is due from the Counterparty as a result of the designation of an Early Termination Date. As used herein, the term "Due for Payment" refers to the amounts that are required to be paid by the Counterparty on each regularly scheduled Payment Date stated in the Agreement, as the same may be reduced from time to time in accordance with the terms of the Agreement. If a Demand for Payment is made under this Policy, Ambac will continue to make regularly scheduled payments under the Agreement unless Ambac elects, at its sole option, to direct the Beneficiary to designate an Early Termination Date on a specified future date (which election can be made at the time the initial Demand for Payment has been made or at any time thereafter) or unless the Counterparty designates an Early Termination Date. If Ambac so directs the Beneficiary to designate an Early Termination Date (the "**Option**"), Ambac will pay to the Beneficiary the amount, if any, due from the Counterparty as a result of the designation of such Early Termination Date, following the receipt of a Demand for Payment with respect to any such amount owed.

1. Upon the later of: (i) one (1) day after receipt by the General Counsel of Ambac of a Demand for Payment, duly executed by the Beneficiary; or (ii) the date prescribed for payment of such amount under the terms of the Agreement as specified in the Demand for Payment presented by the Beneficiary to the General Counsel of Ambac, Ambac will make a deposit of funds in an account with the Beneficiary in New York, New York, sufficient for the payment to the Beneficiary, of amounts which are then due to the Beneficiary (as specified in the Demand for Payment) but in no case in excess of the Policy Coverage unless such Demand for Payment is for an amount due from the Counterparty as a result of the designation of an Early Termination Date by the Beneficiary at the direction of Ambac or by the Counterparty. Such payment shall be made by Ambac only upon receipt by Ambac of an instrument of assignment, in form and substance satisfactory to Ambac, duly executed by the Beneficiary, transferring to Ambac all rights under the Agreement to receive amounts due from the Counterparty under the Agreement and in respect of which a Demand for Payment was made. Ambac shall be subrogated to all of the Beneficiary's rights to payment under the Agreement to the extent of any Policy payments made.

2. Demand for Payment hereunder may be made by telecopy or prepaid telex or telegram of the executed Demand for Payment c/o the General Counsel of Ambac. If a Demand for Payment made hereunder does not, in any instance, conform to the terms and conditions of this Policy, Ambac shall give notice to the Beneficiary, as promptly as reasonably practicable, that such Demand for Payment was not effected in accordance with the terms and conditions of this Policy, and briefly stating the reason(s) therefor. Upon being notified that such Demand for Payment was not effected in accordance with this Policy, the Beneficiary may attempt to correct any such nonconforming Demand for Payment if, and to the extent that, the Beneficiary is entitled and able to do so.

3. The amount payable by Ambac under this Policy on any Payment Date or the date prescribed for payment of such amount under the terms of the Agreement pursuant to a particular Demand for Payment shall be limited to the Policy Coverage unless such Demand for Payment is with respect to an amount due from the Counterparty as a result of the designation of an Early Termination Date by the Beneficiary at the direction of Ambac or by the Counterparty. The Policy Coverage shall be reduced automatically to the extent of each payment made by Ambac hereunder in respect of an amount that is Due for Payment. Upon payment in full by Ambac to the Beneficiary of the amount, if any, due from the Counterparty in respect of the exercise by Ambac of its Option, Ambac shall have no further obligation under this Policy.

4. Any service of process on Ambac may be made to Ambac or the office of the General Counsel of Ambac and such service of process shall be valid and binding as to Ambac. During the term of its appointment, General Counsel will act as agent for the acceptance of service of process and its offices are located at One State Street Plaza, New York, New York 10004.

5. This Policy is noncancelable for any reason. The term of this Policy shall expire on the earliest date on which both (i) the Agreement and all transactions governed by the Agreement are terminated pursuant to its terms, and (ii) all amounts, if any, due and owing by the Counterparty under the Agreement shall have been paid in full. The premium on this Policy is not refundable for any reason, including early termination of the Agreement by either Ambac,

the Counterparty or the Beneficiary. There shall be no acceleration payment due under the Policy unless such acceleration is at the sole option of Ambac.

6. This Policy shall be governed by and interpreted under the laws of the State of New York, and any suit hereunder in connection with any amount due hereunder may be brought only by the Beneficiary and only within the time limit prescribed by any applicable statute of limitations. The insurance provided by this Policy is not covered by the New York Property/Casualty Insurance Security Fund (New York Insurance Code, Article 76).

IN WITNESS WHEREOF, Ambac has caused this Policy to be executed and attested on its behalf this day of , 200 .

AMBAC ASSURANCE CORPORATION

Attest: _____
Title:

By: _____
Title:

Attachment 1

Financial Guaranty Insurance Policy No. CPP0[___]BE

DEMAND FOR PAYMENT

[Date]

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: General Counsel

Reference is made to the Policy No. CPP0[___]BE (the “*Policy*”) issued by Ambac Assurance Corporation (“*Ambac*”). The terms which are capitalized herein and not otherwise defined have the meanings specified in the Policy unless the context otherwise requires.

The Beneficiary hereby certifies that:

(a) Payment by the Counterparty to the Beneficiary is due on _____, in an amount equal to \$_____ (the “*Amount Due*”).

(b) \$_____ has been paid (or provision for such payment has been made) to the Beneficiary by the Counterparty under the Agreement, which amount is \$_____ less than the Amount Due (the “*Deficiency*”).

(c) The Beneficiary has not heretofore made demand under the Policy for the Amount Due or any portion thereof and the Deficiency is not in excess of the Policy Coverage.

The Beneficiary hereby requests that payment of the Deficiency be made by Ambac under the Policy and directs that payment under the Policy be made to the following account by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Policy:

_____ [The Beneficiary’s Account]

or, in the case of an Early Termination Date:

(a) Payment to the Beneficiary of the Settlement Amount and the Unpaid Amounts (as each such term is defined in the Agreement) is due on _____, in respect of an Early Termination Date so designated [by the Beneficiary at the direction of Ambac pursuant to its exercise of the Option under the Policy] [by the Counterparty].

(b) The Beneficiary has not heretofore made demand under the Policy for the Settlement Amount or the Unpaid Amounts.

The Beneficiary hereby request that payment of the Settlement Amount and the Unpaid Amounts be made by Ambac under the Policy and directs that payment under the Policy be made to the following account by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Policy:

_____ The Beneficiary's Account

Ambac Financial Services, LLC

By: _____

Its: _____

**FINANCIAL GUARANTY INSURANCE POLICY
FOR SWAP AGREEMENT**

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
(212) 668-0340

Policy No. SWLP0[___]BE

Effective Date: _____, 200

Ambac Assurance Corporation (“**Ambac**”) hereby unconditionally and irrevocably guarantees the full and complete payment of amounts Due for Payment (defined below) by Ambac Financial Services, LLC (“**AFS**”), to The Public Building Authority of _____, Tennessee, or its successors or permitted assigns (“**Counterparty**”), pursuant to the ISDA Master Agreement, dated as of the Effective Date, by and between AFS and Counterparty including the Schedule and any ISDA Credit Support Annex thereto and all Transactions (as defined therein) thereunder (collectively, and as amended from time to time, the “**Agreement**”), in consideration of the payment of the premium by AFS, subject to the terms of this policy (“**Policy**”) and following the delivery, in accordance with the Agreement, by Counterparty to AFS and Ambac of a swap notice in the form attached hereto as Attachment 1 (a “**Swap Notice**”) or the delivery, in accordance herewith, by either Ambac or Counterparty of a notice, in the form attached hereto as Attachment 2 (an “**Early Payment Notice**”), as the case may be. Capitalized terms used herein and not otherwise defined have the meanings assigned thereto in the Agreement.

As used herein, amounts “**Due for Payment**” refers to (a) if an Ambac-Triggered Event (defined below) has occurred and is continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac, the amount due by AFS to Counterparty either (i) as a result of the early termination of the Agreement or (ii) on the final Scheduled Payment Date under the Agreement, as the case may be, and (b) if an Ambac-Triggered Event is not continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac, (i) amounts required to be paid by Ambac to Counterparty by reference to the Post-Novation Reference Agreement (defined below) prior to an Early Payment Date (defined below) and (ii) if an Early Payment Date occurs, the amount required to be paid by Ambac as if there had been an Early Termination Date under the Post-Novation Reference Agreement on the same date as such Early Payment Date.

An “**Ambac-Triggered Event**” means an Event of Default or Termination Event with respect to which AFS is the Defaulting Party or an Affected Party under the Agreement where such Event of Default or Termination Event arises solely by reason of an event or condition that is directly attributable to AFS’s Credit Support Provider.

“**Post-Novation Reference Agreement**” shall mean the Agreement as it would have operated if Ambac (instead of AFS) had been a party to the Agreement (including, without limitation, any ISDA Credit Support Annex) but without regard to (i) any obligations of AFS contained in any provisions in the Schedule to the Agreement that, by their terms, are only

applicable prior to the Novation of the Agreement or that are unique by their nature to AFS or (ii) references in the Agreement to Party A's Credit Support Provider.

1. Ambac will make a deposit of funds in an account with Counterparty in New York, New York, sufficient for the payment to Counterparty, of amounts Due for Payment hereunder on the day that is the later of (x) the date on which such amount is due under the Agreement or, if there is a Novation of the Agreement, by reference to the Post-Novation Reference Agreement and (y) one (1) business day following receipt by Ambac of a Swap Notice or Early Payment Notice, as the case may be.

2. A Swap Notice may be delivered by telecopy of the executed Swap Notice to the attention of the General Counsel of Ambac. If a Swap Notice delivered hereunder does not, in any instance, conform to the terms and conditions of this Policy, Ambac shall give notice to Counterparty, as promptly as reasonably practicable, that such Swap Notice was not effected in accordance with the terms and conditions of this Policy and briefly stating the reason(s) therefor. Upon being notified that such Swap Notice was not effected in accordance with this Policy, Counterparty may promptly attempt to correct any such nonconforming Swap Notice, if, and to the extent that, Counterparty is entitled and able to do so.

3. If no Ambac-Triggered Event is continuing on the date on which a correct and conforming Swap Notice is delivered to Ambac in accordance herewith, then, in consideration of the agreements and assignment by Counterparty in the Agreement, Ambac (a) hereby assumes (as of the date of such Swap Notice) all of Counterparty's remaining obligations under the Agreement with respect to AFS and (b) thereafter, without duplication of the obligation to pay amounts Due for Payment hereunder, shall perform for the benefit of Counterparty by reference to the Post-Novation Reference Agreement. In order to secure Ambac's obligations hereunder subsequent to the Novation of the Agreement, Ambac hereby grants to Counterparty a security interest in all collateral held by Counterparty pursuant to the Agreement, and in any and all proceeds of and distributions thereon, subject to the provisions set forth in the Post-Novation Reference Agreement.

4. Subsequent to the Novation of the Agreement:

(a) Counterparty shall be entitled to designate an Early Payment Date hereunder by delivering to Ambac an Early Payment Notice (i) upon the occurrence of any event that, by reference to the Post-Novation Reference Agreement, permits Counterparty to designate an Early Termination Date or (ii) for failure by Ambac to pay any amount Due for Payment hereunder; and

(b) Ambac shall be entitled to designate an Early Payment Date hereunder by delivering to Counterparty an Early Payment Notice upon the occurrence of any event that, by reference to the Post-Novation Reference Agreement, permits Ambac to designate an Early Termination Date.

An "**Early Payment Date**" shall mean (i) a date designated in an Early Payment Notice delivered hereunder that, by reference to the Post-Novation Reference Agreement, Counterparty or Ambac is entitled to designate as an Early Termination Date and (ii) the

Early Termination Date set forth in the Post-Novation Reference Agreement as the result of an “Automatic Early Termination” as described therein.

An Early Payment Notice shall be delivered in accordance with the terms set forth in the Post-Novation Reference Agreement.

5. Ambac shall promptly notify Counterparty if, upon Counterparty’s delivery of a Swap Notice, an Ambac-Triggered Event has occurred and is continuing.

6. Subsequent to the Novation of the Agreement, Ambac may, without the consent of Counterparty, unilaterally cause Counterparty to be a party to a swap agreement on terms identical to the Agreement with any affiliate or subsidiary of Ambac (a “**Designee**”), with only such changes as are necessary to reflect the identity of the Designee (such agreement, a “**Designee Swap Agreement**”); *provided* that (w) Ambac has either (i) confirmed in writing to Counterparty and Designee that this Policy shall cover the Designee’s obligations under such Designee Swap Agreement or (ii) issued a financial guaranty insurance policy of the same scope, manner and tenor as this Policy covering such Designee’s obligations under such Designee Swap Agreement, (x) at the time Counterparty would become party to such Designee Swap Agreement, no Event of Default or Potential Event of Default or Termination Event (as defined therein) would be occurring thereunder with respect to Designee, (y) Counterparty will not, as a result of becoming a party to such Designee Swap Agreement, be required on the next succeeding Scheduled Payment Date (as defined therein) to pay to Designee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) thereof (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e) thereof) greater than the amount in respect of which Counterparty would have been required to pay to AFS under the Agreement and (z) Designee will not be required on the next succeeding Scheduled Payment Date to withhold or deduct on account of a Tax under Section 2(d)(i) thereof (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e) thereof) amounts in excess of that which AFS would on the next succeeding Scheduled Payment Date have been required to so withhold or deduct under the Agreement unless Designee would be required to make additional payments pursuant to Section 2(d)(i)(4) thereof corresponding to such excess. With respect to the result described in clauses (y) and (z) of this Section 6, the Designee Swap Agreement will contain such Payee Tax Representations and Payer Tax Representations as may be necessary in order to permit each party to determine that such result will not occur. All reasonable expenses of Counterparty in connection with a Designee Swap Agreement or prospective Designee Swap Agreement shall be paid by Ambac.

7. Upon the earlier of (x) payment in full by Ambac to Counterparty of all amounts Due for Payment from Ambac hereunder and (y) the issuance by Ambac of a new financial guaranty insurance policy in connection with the implementation of a Designee Swap Agreement in accordance with Section 6 of this Policy, Ambac shall have no further obligation under this Policy.

8. Ambac’s obligations to make payment under this Policy are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, legality or enforceability of the Agreement or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for the amounts Due for Payment hereunder, and, to the fullest extent permitted by applicable law, irrespective of any

other circumstance which might constitute a legal or equitable defense to payment of a surety or guarantor, including fraud in the inducement or fraud in fact. Ambac hereby expressly waives diligence, presentment, protest and any requirement that Counterparty exhaust any right, power or remedy or proceed against AFS, or against any other person under any other guarantee of, or security for, the Agreement, *provided* that Counterparty shall be required to deliver a Swap Notice or Early Payment Notice, as the case may be, as contemplated by this Policy. None of the foregoing waivers shall prejudice any claim Ambac may have, whether directly or as subrogee of Counterparty, subsequent to making such payment to Counterparty in accordance with this Policy.

9. Any service of process on Ambac may be made to Ambac at the office of the General Counsel of Ambac and such service of process shall be valid and binding as to Ambac. During the term of its appointment, the General Counsel of Ambac will act as agent for the acceptance of service of process. The office of the General Counsel of Ambac is located at One State Street Plaza, New York, New York 10004.

10. This Policy is noncancelable for any reason. The premium on this Policy is not refundable for any reason, including early termination of the Agreement by Counterparty or AFS.

11. This Policy shall be governed by and interpreted under the laws of the State of New York, and any suit hereunder in connection with any amount due hereunder may be brought only by Counterparty and only within the time limit prescribed by any applicable statute of limitations. The insurance provided by this Policy is not covered by the New York Property/Casualty Insurance Security Fund (New York Insurance Code, Article 76).

IN WITNESS WHEREOF, Ambac has caused this Policy to be executed and attested on its behalf this day of , 200 .

Attest: _____
Assistant Secretary

AMBAC ASSURANCE CORPORATION
By _____
Name:
Title:

Attachment 1

Financial Guaranty Insurance Policy No. SWLP0[___]BE

SWAP NOTICE

[Date]

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: General Counsel

Ambac Financial Services, L.P.
One State Street Plaza
New York, New York 10004

Reference is made to the ISDA Master Agreement, dated as of _____, 200____, between Ambac Financial Services, L.P. (“**AFS**”) and The Public Building Authority of _____, Tennessee, (“**Counterparty**”), including the Schedule and any ISDA Credit Support Annex thereto, and all Transactions (as defined therein) thereunder (collectively, and as amended as of the date hereof, the “**Agreement**”) and Policy No. SWLP0[___]BE (the “**Policy**”) issued by Ambac Assurance Corporation (“**Ambac**”). The terms that are capitalized herein and not otherwise defined have the meanings specified in the Agreement unless the context otherwise requires.

1. [An Event of Default in respect of AFS as the Defaulting Party] [A Termination Event in respect of AFS as an Affected Party] specified in Section____ of the Agreement has occurred and is continuing under the Agreement.

2. As a consequence thereof, Counterparty hereby designates _____, _____ as the Early Termination Date for the Agreement and, unless an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, acknowledges that a Novation of the Agreement shall occur in accordance with the Agreement and the Policy.

3. If an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, then this Swap Notice shall constitute a demand for payment by Ambac of any amounts due but unpaid by AFS to Counterparty under the Agreement in respect of the Early Termination Date designated in paragraph (2) above.

4. If no Ambac-Triggered Event is continuing on the date of receipt hereof, then Counterparty hereby agrees to perform for the benefit of Ambac by reference to the Post-Novation Reference Agreement and confirms all of the other agreements made by it, for the benefit of Ambac, in the Agreement.

5. Counterparty hereby agrees (x) to Ambac's unilateral right to cause Counterparty to be a party to a swap agreement pursuant to Section 6 of the Policy and (y) that, without derogation of its rights under the Policy, it shall, upon the request of Ambac, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, within a reasonable period following such request, such instruments and take such further action as may be reasonably necessary to effectuate the intention, performance and provisions of the Policy.

6. Notwithstanding any of the above, if the Event of Default cited in paragraph (1) above is the failure by AFS to pay the amount due under the Agreement on the final Scheduled Payment Date, then, whether or not an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, this Swap Notice shall constitute a demand for payment by Ambac of such amount.

THE PUBLIC BUILDING AUTHORITY OF
, TENNESSEE

By _____

Name:

Title:

Attachment 2

Financial Guaranty Insurance Policy No. SWLP0[____]BE

EARLY PAYMENT NOTICE

[Date]

[RECIPIENT OF NOTICE]

Reference is made to the Policy No. SWLP0[____]BE (the “**Policy**”) issued by Ambac Assurance Corporation (“**Ambac**”) in respect of the ISDA Master Agreement, dated as of _____, 200____, between Ambac Financial Services, L.P. and The Public Building Authority of City of _____, Tennessee (“**Counterparty**”), including the Schedule and any ISDA Credit Support Annex thereto, and all Transactions (as defined therein) thereunder, as amended and/or novated as of the date hereof. The terms that are capitalized herein and not otherwise defined have the meanings specified in the Policy unless the context otherwise requires.

This Notice is given pursuant to Section 4 of the Policy.

[Party giving notice] hereby designates [_____] [____], [____] as the Early Payment Date¹ in connection with the occurrence of an event with respect to [Ambac][Counterparty] that constitutes [an Event of Default] [a Termination Event] specified in Section ____ of the Post-Novation Reference Agreement.

Notwithstanding any of the above, if the Event of Default cited above is the failure by Ambac to pay the amount due by reference to the Post-Novation Reference Agreement on the final Scheduled Payment Date (as defined therein), then, whether or not an Ambac-Triggered Event has occurred and is continuing on the date of receipt hereof, this Early Payment Notice shall constitute a demand for payment by Ambac of such amount.

[PARTY GIVING NOTICE]

By: _____
Name:
Title:

¹ A date not earlier than one (1) business day, and not later than twenty (20) days, following the date on which the Early Payment Notice is delivered.

ISDA[®]

International Swaps and Derivatives Association, Inc.

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA MASTER AGREEMENT

dated as of _____, 200_

between

and

(“Party A”)

(“Party B”)

This Annex supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.

Accordingly, the parties agree as follows: -

Paragraph 1. Interpretation

(a) **Definitions and Inconsistency.** Capitalized terms not otherwise defined herein or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Annex, Paragraph 13 will prevail.

(b) **Secured Party and Pledgor.** All references in this Annex to the “Secured Party” will be to either party when acting in that capacity and all corresponding references to the “Pledgor” will be to the other party when acting in that capacity; *provided, however*, that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as the beneficiary thereof to provisions of law generally relating to security interests and secured parties.

Paragraph 2. Security Interest

Each party, as the Pledgor, hereby pledges to the other party, as the Secured Party, as security for its Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all Posted Collateral Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.

Paragraph 3. Credit Support Obligations

(a) **Delivery Amount.** Subject to Paragraphs 4 and 5, upon demand made by the Secured Party on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Pledgor's Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support having a Value as of the date of Transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Delivery Amount**" applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party.

(b) **Return Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds Secured Party's Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Return Amount**" applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party

exceeds

(ii) the Credit Support Amount.

"**Credit Support Amount**" means, unless otherwise specified in Paragraph 13, for any Valuation Date (i) the Secured Party's Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) all Independent Amounts applicable to the Secured Party, if any, minus (iv) the Pledgor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

Paragraph 4. Conditions Precedent, Transfer Timing, Calculations and Substitutions

(a) **Conditions Precedent.** Each Transfer obligation of the Pledgor under Paragraphs 3 and 5 and of the Secured Party under Paragraphs 3, 4(d)(ii), 5 and 6(d) is subject to the conditions precedent that:

(i) no Event of Default, Potential Event of Default or Specified Condition has occurred and is continuing with respect to the other party; and

(ii) no Early Termination Date for which any unsatisfied payment obligations exist has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the other party.

(b) **Transfer Timing.** Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, then the relevant Transfer will be made not later than the close of business on the next Local Business Day; if a demand is made after the Notification Time, then the relevant Transfer will be made not later than the close of business on the second Local Business Day thereafter.

(c) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 3 and 6(d) will be made by the Valuation Agent as of the Valuation Time. The Valuation Agent will notify each party (or the other party, if

the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or in the case of Paragraph 6(d), following the date of calculation).

(d) **Substitutions.**

(i) Unless otherwise specified in Paragraph 13, upon notice to the Secured Party specifying the items of Posted Credit Support to be exchanged, the Pledgor may, on any Local Business Day, Transfer to the Secured Party substitute Eligible Credit Support (the “Substitute Credit Support”); and

(ii) subject to Paragraph 4(a), the Secured Party will Transfer to the Pledgor the items of Posted Credit Support specified by the Pledgor in its notice not later than the Local Business Day following the date on which the Secured Party receives the Substitute Credit Support, unless otherwise specified in Paragraph 13 (the “Substitution Date”); *provided* that the Secured Party will only be obligated to Transfer Posted Credit Support with a Value as of the date of Transfer of that Posted Credit Support equal to the Value as of that date of the Substitute Credit Support.

Paragraph 5. Dispute Resolution

If a party (a “Disputing Party”) disputes (I) the Valuation Agent’s calculation of a Delivery Amount or a Return Amount or (II) the Value of any Transfer of Eligible Credit Support or Posted Credit Support, then (1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in case of (I) above or (Y) the date of Transfer in the case of (II) above, (2) subject to Paragraph 4(a), the appropriate party will Transfer the undisputed amount to the other party not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (3) the parties will consult with each other in an attempt to resolve the dispute and (4) if they fail to resolve the dispute by the Resolution Time, then:

(i) In the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 13, the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilizing any calculations of Exposure for the Transactions (or Swap Transactions) that the parties have agreed are not in dispute;

(B) calculating the Exposure for the Transactions (or Swap Transactions) in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction (or Swap Transaction), then fewer than four quotations may be used for that Transaction (or Swap Transaction); and if no quotations are available for a particular Transaction (or Swap Transaction), then the Valuation Agent’s original calculations will be used for that Transaction (or Swap Transaction); and

(C) utilizing the procedures specified in Paragraph 13 for calculating the Value, if disputed, of Posted Credit Support.

(ii) In the case of a dispute involving the Value of any Transfer of Eligible Credit Support or Posted Credit Support the Valuation Agent will recalculate the Value as of the date of Transfer pursuant to Paragraph 13.

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following that notice by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraphs 4(a) and 4(b), make the appropriate Transfer.

Paragraph 6. Holding and Using Posted Collateral

(a) **Care of Posted Collateral.** Without limiting the Secured Party's rights under Paragraph 6(c), the Secured Party will exercise reasonable care to assure the safe custody of all Posted Collateral to the extent required by applicable law, and in any event the Secured Party will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining thereto.

(b) **Eligibility to Hold Posted Collateral; Custodians.**

(i) **General.** Subject to the satisfaction of any conditions specified in Paragraph 13 for holding Posted Collateral, the Secured Party will be entitled to hold Posted Collateral or to appoint an agent (a "Custodian") to hold Posted Collateral for the Secured Party. Upon notice by the Secured Party to the Pledgor of the appointment of a Custodian, the Pledgor's obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Posted Collateral by a Custodian will be deemed to be the holding of that Posted Collateral by the Secured Party for which the Custodian is acting.

(ii) **Failure to Satisfy Conditions.** If the Secured Party or its Custodian fails to satisfy conditions for holding Posted Collateral, then upon a demand made by the Pledgor, the Secured Party will, not later than five Local Business Days after the demand, Transfer or cause its Custodian to Transfer all Posted Collateral held by it to a Custodian that satisfies those conditions or to the Secured Party if it satisfies those conditions.

(iii) **Liability.** The Secured Party will be liable for the acts or omissions of its Custodian to the same extent that the Secured Party would be liable hereunder for its own acts or omissions.

(c) **Use of Posted Collateral.** Unless otherwise specified in Paragraph 13 and without limiting the rights and obligations of the parties under Paragraphs 3, 4(d)(ii), 5, 6(d) and 8, if the Secured Party is not a Defaulting Party or an Affected Party with respect to a Specified Condition and no Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then the Secured Party will, notwithstanding Section 9-207 of the New York Uniform Commercial Code, have the right to:

(i) sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral it holds, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor; and

(ii) register any Posted Collateral in the name of the Secured Party, its Custodian or a nominee for either.

For purposes of the obligation to Transfer Eligible Credit Support or Posted Credit Support pursuant to Paragraphs 3 and 5 and any rights or remedies authorized under this Agreement, the Secured Party will be deemed to continue to hold all Posted Collateral and to receive Distributions made thereon, regardless of whether the Secured Party has exercised any rights with respect to any Posted Collateral pursuant to (i) or (ii) above.

(d) **Distributions and Interest Amount.**

(i) **Distributions.** Subject to Paragraph 4(a), if the Secured Party receives or is deemed to receive Distributions on a Local Business Day, it will Transfer to the Pledgor not later than the following Local Business Day any Distributions it receives or is deemed to receive to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 13 and subject to Paragraph 4(a), in lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Posted Collateral in the form of Cash (all of which may be retained by the Secured Party), the Secured Party will Transfer to the Pledgor at the times specified in Paragraph 13 the Interest Amount to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose). The Interest Amount or portion thereof not Transferred pursuant to this Paragraph will constitute Posted Collateral in the form of Cash and will be subject to the security interest granted under Paragraph 2.

Paragraph 7. Events of Default

For purposes of Section 5(a)(iii)(1) of this Agreement, an Event of Default will exist with respect to a party if:

- (i) that party fails (or fails to cause its Custodian) to make, when due, any Transfer of Eligible Collateral, Posted Collateral or the Interest Amount, as applicable, required to be made by it and that failure continues for two Local Business Days after notice of that failure is given to that party;
- (ii) that party fails to comply with any restriction or prohibition specified in this Annex with respect to any of the rights specified in Paragraph 6(c) and that failure continues for five Local Business Days after notice of that failure is given to that party; or
- (iii) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraphs 7(i) and 7(ii) and that failure continues for 30 days after notice of that failure is given to that party.

Paragraph 8. Certain Rights and Remedies

(a) **Secured Party's Rights and Remedies.** If at any time (1) an Event of Default or Specified Condition with respect to the Pledgor has occurred and is continuing or (2) an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Pledgor, then, unless the Pledgor has paid in full all of its Obligations that are then due, the Secured Party may exercise one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under applicable law with respect to Posted Collateral held by the Secured Party;
- (ii) any other rights and remedies available to the Secured Party under the terms of Other Posted Support, if any;
- (iii) the right to Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and
- (iv) the right to liquidate any Posted Collateral held by the Secured Party through one or more public or private sales or other dispositions with such notice, if any, as may be required under applicable law, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor (with the Secured Party having the right to purchase any or all of the Posted Collateral to be sold) and to apply the proceeds (or the Cash equivalent thereof) from the liquidation of the Posted Collateral to any amounts payable by the Pledgor with respect to any Obligations in that order as the Secured Party may elect.

Each party acknowledges and agrees that Posted Collateral in the form of securities may decline speedily in value and is of a type customarily sold on a recognized market, and, accordingly, the Pledgor is not entitled to prior notice of any sale of that Posted Collateral by the Secured Party, except any notice that is required under applicable law and cannot be waived.

(b) **Pledgor's Rights and Remedies.** If at any time an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then (except in the case of an Early Termination Date relating to less than all Transactions (or Swap Transactions) where the Secured Party has paid in full all of its obligations that are then due under Section 6(e) of this Agreement):

(i) the Pledgor may exercise all rights and remedies available to a Pledgor under applicable law with respect to Posted Collateral held by the Secured Party;

(ii) the Pledgor may exercise any other rights and remedies available to the Pledgor under the terms of Other Posted Support, if any;

(iii) the Secured Party will be obligated immediately to Transfer all Posted Collateral and the Interest Amount to the Pledgor; and

(iv) to the extent that Posted Collateral or the Interest Amount is not so Transferred pursuant to (iii) above, the Pledgor may:

(A) Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and

(B) to the extent that the Pledgor does not Set-off under (iv)(A) above, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral held by the Secured Party, until that Posted Collateral is Transferred to the Pledgor.

(c) **Deficiencies and Excess Proceeds.** The Secured Party will Transfer to the Pledgor any proceeds and Posted Credit Support remaining after liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b) after satisfaction in full of all amounts payable by the Pledgor with respect to any Obligations; the Pledgor in all events will remain liable for any amounts remaining unpaid after any liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b).

(d) **Final Returns.** When no amounts are or thereafter may become payable by the Pledgor with respect to any Obligations (except for any potential liability under Section 2(d) of this Agreement), the Secured Party will Transfer to the Pledgor all Posted Credit Support and the Interest Amount, if any.

Paragraph 9. Representations

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that:

(i) it has the power to grant a security interest in and lien on any Eligible Collateral it Transfers as the Pledgor and has taken all necessary actions to authorize the granting of that security interest and lien;

(ii) it is the sole owner of or otherwise has the right to Transfer all Eligible Collateral it Transfers to the Secured Party hereunder, free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted under Paragraph 2;

(iii) upon the Transfer of any Eligible Collateral to the Secured Party under the terms of this Annex, the Secured Party will have a valid and perfected first priority security interest therein (assuming that any central clearing corporation or any third-party financial intermediary or other entity not within the control of the Pledgor involved in the Transfer of that Eligible Collateral gives the notices and takes the action required of it under applicable law for perfection of that interest); and

- (iv) the performance by it of its obligations under this Annex will not result in the creation of any security interest, lien or other encumbrance on any Posted Collateral other than the security interest and lien granted under Paragraph 2.

Paragraph 10. Expenses

- (a) **General.** Except as otherwise provided in Paragraphs 10(b) and 10(c), each party will pay its own costs and expenses in connection with performing its obligations under this Annex and neither party will be liable for any costs and expenses incurred by the other party in connection herewith.
- (b) **Posted Credit Support.** The Pledgor will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Credit support held by the Secured Party upon becoming aware of the same, regardless of whether any portion of that Posted Credit Support is subsequently disposed of under Paragraph 6(c), except for those taxes, assessments and charges that result from the exercise of the Secured Party's rights under Paragraph 6(c).
- (c) **Liquidation/Application of Posted Credit Support.** All reasonable costs and expenses incurred by or on behalf of the Secured Party or the Pledgor in connection with the liquidation and/or application of any Posted Credit Support under Paragraph 8 will be payable, on demand and pursuant to the Expenses Section of this Agreement, by the Defaulting Party or, if there is no Defaulting Party, equally by the parties.

Paragraph 11. Miscellaneous

- (a) **Default Interest.** A Secured Party that fails to make, when due, any Transfer of Posted Collateral or the Interest Amount will be obliged to pay the Pledgor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value of the items of property that were required to be Transferred, from (and including) the date that the Posted Collateral or Interest Amount was required to be Transferred to (but excluding) the date of Transfer of that Posted Collateral or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.
- (b) **Further Assurances.** Promptly following a demand made by a party, the other party will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by that party to create, preserve, perfect or validate any security interest or lien granted under Paragraph 2, to enable that party to exercise or enforce its rights under this Annex with respect to Posted Credit Support or an Interest Amount or to effect or document a release of a security interest on Posted Collateral or an Interest Amount.
- (c) **Further Protection.** The Pledgor will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Credit Support Transferred by the Pledgor or that could adversely affect the security interest and lien granted by it under Paragraph 2, unless that suit, action, proceeding or lien results from the exercise of the Secured Party's rights under Paragraph 6(c).
- (d) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.
- (e) **Demands and Notices.** All demands and notices given by a party under this Annex will be made as specified in the Notices Section of this Agreement, except as otherwise provided in Paragraph 13.
- (f) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 13 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 12. Definitions

As used in this Annex:—

“**Cash**” means the lawful currency of the United States of America.

“**Credit Support Amount**” has the meaning specified in Paragraph 3.

“**Custodian**” has the meaning specified in Paragraphs 6(b)(i) and 13.

“**Delivery Amount**” has the meaning specified in Paragraph 3(a).

“**Disputing Party**” has the meaning specified in Paragraph 5.

“**Distributions**” means, with respect to Posted Collateral other than Cash, all principal, interest and other payments and distributions of cash or other property with respect thereto, regardless of whether the Secured Party has disposed of that Posted Collateral under Paragraph 6(c). Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Collateral or, with respect to any Posted Collateral in the form of Cash, any distributions on that collateral, unless otherwise specified herein.

“**Eligible Collateral**” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“**Eligible Credit Support**” means Eligible Collateral and Other Eligible Support.

“**Exposure**” means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(2)(A) of this Agreement as if all Transactions (or Swap Transactions) were being terminated as of the relevant Valuation Time; *provided* that Market Quotation will be determined by the Valuation Agent using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”).

“**Independent Amount**” means, with respect to party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“**Interest Amount**” means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Posted Collateral in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 360.

“**Interest Period**” means the period from (and including) the last Local Business Day on which an Interest Amount was Transferred (or, if no Interest Amount has yet been Transferred, the Local Business Day on which Posted Collateral in the form of Cash was Transferred to or received by the Secured Party) to (but excluding) the Local Business Day on which the current Interest Amount is to be Transferred.

“**Interest Rate**” means the rate specified in Paragraph 13.

“Local Business Day,” unless otherwise specified in Paragraph 13, has the meaning specified in the Definitions Section of this Agreement, except that references to a payment in clause (b) thereof will be deemed to include a Transfer under this Annex.

“Minimum Transfer Amount” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Notification Time” has the meaning specified in Paragraph 13.

“Obligations” means, with respect to a party, all present and future obligations of that party under this Agreement and any additional obligations specified for that party in Paragraph 13.

“Other Eligible Support” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“Other Posted Support” means all Other Eligible Support Transferred to the Secured Party that remains in effect for the benefit of that Secured Party.

“Pledgor” means either party, when that party (i) receives a demand for or is required to Transfer Eligible Credit Support under Paragraph 3(a) or (ii) has Transferred Eligible Credit Support under Paragraph 3(a).

“Posted Collateral” means all Eligible Collateral, other property, Distributions, and all proceeds thereof that have been Transferred to or received by the Secured Party under this Annex and not Transferred to the Pledgor pursuant to Paragraph 3(b), 4(d)(ii) or 6(d)(i) or released by the Secured Party under Paragraph 8. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(d)(ii) will constitute Posted Collateral in the form of Cash.

“Posted Credit Support” means Posted Collateral and Other Posted Support.

“Recalculation Date” means the Valuation Date that gives rise to the dispute under Paragraph 5; *provided, however*, that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the “Recalculation Date” means the most recent Valuation Date under Paragraph 3.

“Resolution Time” has the meaning specified in Paragraph 13.

“Return Amount” has the meaning specified in Paragraph 3(b).

“Secured Party” means either party, when that party (i) makes a demand for or is entitled to receive Eligible Credit Support under Paragraph 3(a) or (ii) holds or is deemed to hold Posted Credit Support.

“Specified Condition” means, with respect to a party, any event specified as such for that party in Paragraph 13.

“Substitute Credit Support” has the meaning specified in Paragraph 4(d)(i).

“Substitution Date” has the meaning specified in Paragraph 4(d)(ii).

“Threshold” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Transfer” means, with respect to any Eligible Credit Support, Posted Credit Support or Interest Amount, and in accordance with the instructions of the Secured Party, Pledgor or Custodian, as applicable:

- (i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;

(iii) in the case of securities that can be paid or delivered in book-entry, the giving of written instruments to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient; and

(iv) in the case of Other Eligible Support or Other Posted Support, as specified in Paragraph 13.

“Valuation Agent” has the meaning specified in Paragraph 13.

“Valuation Date” means each date specified in or otherwise determined pursuant to Paragraph 13.

“Valuation Percentage” means, for any item of Eligible Collateral, the percentage specified in Paragraph 13.

“Valuation Time” has the meaning specified in Paragraph 13.

“Value” means for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 5 in the case of a dispute, with respect to:

- (i) Eligible Collateral or Posted Collateral that is:
 - (A) Cash, the amount thereof; and
 - (B) a security, the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any;
- (ii) Posted Collateral that consists of items that are not specified as Eligible Collateral, zero; and
- (iii) Other Eligible Support and Other Posted Support, as specified in Paragraph 13.

Ambac Financial Services, LLC
One State Street Plaza
New York, New York 10004

_____, 200__

The Public Building Authority of
_____, Tennessee

Attn: Executive Director

Ladies and Gentlemen:

The purpose of this letter agreement is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below (the “**Transaction**”). This letter agreement constitutes a “Confirmation” as referred to in the Master Agreement specified below.

The definitions and provisions contained in the 1992 ISDA Municipal Counterparty Definitions (as published by the International Swaps and Derivatives Association, Inc.) and the Schedule to the Agreement specified below are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of _____, 200_, as amended and supplemented from time to time (the “**Agreement**”), between Ambac Financial Services, LLC (“**AFS**”) and The Public Building Authority of _____, Tennessee (the “**Authority**”), relating to Transactions in which the obligations of the Authority are payable from amounts paid by _____, Tennessee (the “**Borrower**”) under any loan agreement between the Authority and the Borrower. The obligations of the Authority under this Transaction are payable from amounts paid by the Borrower under the Loan Agreement dated as of _____, 200_ between the Authority and the Borrower relating to the Authority’s Local Government Public Improvement Bonds, Series _____. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Transaction to which this Confirmation relates — which is an interest rate swap — are as follows:

Calculation Amount: \$_____

Trade Date: _____, 200__

Effective Date: _____, 200__

Termination Date: _____, 200__, subject to the Modified Following Business Day Convention

Business Days: New York

AFS Floating Amounts:

Floating Rate
Payer: AFS

Payment Dates: The first day of each September, December, March and June commencing _____, 200__, to and including the Termination Date, subject to the Modified Following Business Day Convention

Period-End Dates: The first day of each September, December, March and June. No adjustment.

Floating Rate
Option: USD-LIBOR-BBA multiplied by 0.70

Designated
Maturity: One (1) month

Floating Rate Day
Count Fraction: Actual/360

Reset Dates: The first day of each month

Floating Rate
Determination
Date: Two (2) London Banking Days prior to each Reset Date

Method of
Averaging: Weighted Average

Compounding: Inapplicable

Authority Fixed Amounts:

Fixed Rate Payer: The Authority

Payment Dates: Same as Payment Dates for AFS Floating Amounts

Period-End Dates: Same as Period-End Dates for AFS Floating Amounts

Fixed Rate: _____% per annum

Fixed Rate Day
Count Fraction: 30/360

3. Account Details

Account for Payments to AFS:

The Bank of New York, ABA #021000018, Beneficiary: IOC 565 (Account of Ambac Financial Services, LLC, Account Number _____ AFP)

Account for Payments to the Authority:

Regions Bank; Birmingham, AL
ABA #: _____
Credit: Trust Checking, Account #: _____
ATTN:
REF: PBA _____, TN

4. Offices

The Office of AFS for the Transaction is its office at the address specified for notices to it in the Schedule to the Agreement. The Office of the Authority for the Transaction is its office at the address specified for notices to it in the Schedule to the Agreement.

5. The Authority and the party approving this Transaction below (the “**Approving Party**”) each represent to, and agree with, AFS as follows:

(a) Neither the Authority nor the Approving Party is relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of AFS or the AFS Credit Enhancer other than the representations expressly set forth in the Agreement and in this Confirmation.

(b) Each of the Authority and the Approving Party has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging and trading decisions (including decisions regarding the suitability of this Transaction) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by AFS or the AFS Credit Enhancer.

(c) Each of the Authority and the Approving Party has a full understanding of all the terms, conditions and risks (economic and otherwise) of this Transaction and is capable of assuming and willing to assume (financially and otherwise) those risks, including the basis risk in connection with this Transaction as a result of the fact that the interest rate on the Bonds is determined on a basis that is different from the Floating Rate Option hereunder.

(d) It is understood and agreed that for all purposes of this Transaction (i) AFS has acted solely as an independent contractor and (ii) neither AFS nor the AFS Credit Enhancer has acted as a financial, investment or commodity trading advisor, fiduciary or agent to the Authority or the Approving Party for any purpose, it being understood that AFS has provided indicative swap quotations with respect to this Transaction. AFS has not rendered any advice or counsel to the Authority or the Approving Party, whether directly or indirectly through any other person, including, without limitation, any financial advisor to the Authority or the Approving Party or any underwriter of the Bonds, as to this Transaction or the advisability of entering into this Transaction.

(e) This Transaction will be, entered into by each of the Authority and the Approving Party for the purpose of managing its borrowings by hedging interest rate risk and not for the purpose of speculation.

(f) Each of the Authority and the Approving Party is an “eligible contract participant” within the meaning of Section 1(a)(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000.

6. For purposes of this Transaction, the following definitions shall apply:

“Bond Security Agreement” means the Indenture of Trust, dated as of ____ 1, 200__, between the Authority and Regions Bank, as Trustee, as the same may be amended in accordance with the terms thereof and hereof.

“Bonds” means the Authority’s \$____,000,000 Local Government Public Improvement Bonds, _____, issued _____, 200__.

“Loan Agreement” means the Loan Agreement, dated as of _____, 200__, between the Authority and City of _____, Tennessee, as the same may be amended in accordance with the terms hereof and thereof.

7. Each party hereto and the Approving Party hereby confirm and agree that AFS, as a Swap Counterparty for purposes of the Loan Agreement and the Bond Security Agreement and a beneficiary of the granting clause under the Bond Security Agreement, shall have the right, upon an event of default under the Loan Agreement that results in an Event of Default under this Agreement, to enforce the Borrower’s obligations under the Loan Agreement by taking actions at law, including mandamus, or in equity to collect amounts then due or enforce performance of covenants of the Borrower.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours sincerely,

AMBAC FINANCIAL SERVICES, LLC

By _____
Name:
Title:

By _____
Name:
Title:

Confirmed as of the date first
above written on _____, 200__:

**THE PUBLIC BUILDING AUTHORITY OF
_____, TENNESSEE**

By _____
Name:
Title: Chairman

By _____
Name:
Title: Secretary

Terms of this Confirmation and the Agreement referred to in Section 1 of this Confirmation are hereby approved. It is hereby acknowledged that a risk of this Transaction is the basis risk described in paragraph 5(c) and, due to such risk, payments owed by the undersigned under the Loan Agreement may be greater than they would have been but for such basis risk.

_____, TENNESSEE

By _____
Name:
Title:

By _____
Name:
Title:

LEASE AGREEMENT

DATED AS OF _____ 1, 200_

BETWEEN

THE INDUSTRIAL DEVELOPMENT BOARD OF
BLOUNT COUNTY, TENNESSEE

AND

BLOUNT COUNTY, TENNESSEE,
THE CITY OF MARYVILLE, TENNESSEE
AND
THE CITY OF ALCOA, TENNESSEE

TABLE OF CONTENTS

(This table of contents is not part of the Lease and is only for convenience of reference.)

ARTICLE I	
<u>Definitions</u>	
Section 1.01. <u>Defined Terms</u>	2
ARTICLE II	
<u>Interpretation</u>	
Section 2.01. <u>Interpretation</u>	15
ARTICLE III	
<u>Commencement and Completion of the Project;</u>	
<u>Issuance of the Bonds; Use of Project</u>	
Section 3.01. <u>Agreement to Construct the Building</u>	15
Section 3.02. <u>Issuance of the Bonds</u>	16
Section 3.03. <u>Deposit of Bond Proceeds</u>	16
Section 3.04. <u>Use of Proceeds by the Lessees</u>	16
Section 3.05. <u>Disbursement of Bond Proceeds Proceeds</u>	16
Section 3.06. <u>Completion of the Project</u>	17
Section 3.07. <u>Investment of Funds; Application of Investment Earnings</u>	17
Section 3.08. <u>Interest Rate Conversions</u>	18
Section 3.09. <u>Tax Status of the Bonds</u>	18
Section 3.10. <u>Rights of the Bond Insurer</u>	19
ARTICLE IV	
<u>Payment Obligations of Lessees</u>	
Section 4.01. <u>Basic Rent</u>	19
Section 4.02. <u>Additional Rent</u>	19
Section 4.03. <u>Time and Manner of Payment</u>	21
Section 4.04. <u>Amount of Payment</u>	21
Section 4.05. <u>Payments Assigned</u>	24
Section 4.06. <u>Obligation of Lessees Unconditional</u>	24
Section 4.07. <u>Pledge of Taxing Power</u>	24
Section 4.08. <u>Rebate Covenants of Lessees</u>	25
ARTICLE V	
<u>Representations and Covenants</u>	
Section 5.01. <u>Representations and Covenants of the Lessor</u>	26
Section 5.02. <u>Representations and Covenants of the Lessees</u>	27
ARTICLE VI	
<u>Rent Absolute; State of Title</u>	
Section 6.01. <u>No Termination or Abatement for Damage or Destruction, Etc</u>	29
Section 6.02. <u>No Termination for Insolvency, etc., of Lessor</u>	29
Section 6.03. <u>Waiver of Rights by Lessees</u>	30
Section 6.04. <u>Condition and Title of Project</u>	30
Section 6.05. <u>No Conveyance of Title by Lessor</u>	30
ARTICLE VII	
<u>Taxes and Other Charges</u>	
Section 7.01. <u>Payment by Lessees - General</u>	30
Section 7.02. <u>Taxes and Other Governmental Charges</u>	30

Section 7.03. <u>Lessees Subrogated to Lessor's Rights</u>	31
Section 7.04. <u>Utility Services</u>	31
Section 7.05. <u>Proof of Payment</u>	31
Section 7.06. <u>Proration</u>	31
Section 7.07. <u>Costs of Repossession</u>	32
ARTICLE VIII	
<u>Insurance</u>	
Section 8.01. <u>Insurers</u>	32
Section 8.02. <u>Fire and Extended Coverage</u>	32
Section 8.03. <u>Builder's Risk</u>	32
Section 8.04. <u>Public Liability</u>	32
Section 8.05. <u>Loss Payable</u>	32
Section 8.06. <u>Evidence of Existence; Modification of Policies</u>	32
Section 8.07. <u>Adjustment of Claims</u>	33
ARTICLE IX	
<u>Maintenance and Repair</u>	
Section 9.01. <u>Maintenance of Project</u>	33
Section 9.02. <u>Lessor Not Required to Repair</u>	33
ARTICLE X	
<u>Condemnation</u>	
Section 10.01. <u>Awards Assigned to Trustee</u>	33
Section 10.02. <u>Condemnation of All or Material Part of Project</u>	33
Section 10.03. <u>Condemnation of Less than Material Part of Project</u>	34
ARTICLE XI	
<u>Casualty</u>	
Section 11.01. <u>Lessees to Rebuild or Repair</u>	34
Section 11.02. <u>Major Casualty; Lessees May Terminate Lease</u>	34
Section 11.03. <u>Casualty after Payment of Bonds</u>	35
ARTICLE XII	
<u>Additions, Alterations, Improvements, Replacements and New Construction</u>	
Section 12.01. <u>Additions, Alterations and Improvements by Lessees</u>	35
Section 12.02. <u>Installation and Removal of Furnishings and Fixtures by Lessees</u>	36
Section 12.03. <u>Additions and Alterations Not to Diminish Value of Project</u>	36
Section 12.04. <u>Quality of Work; Compliance With Laws; Insurance</u>	36
ARTICLE XIII	
<u>Subletting and Assignments</u>	
Section 13.01. <u>Continuing Obligations of Lessees</u>	36
Section 13.02. <u>Collection of Rent from Others; No Release of Lessees</u>	36
ARTICLE XIV	
<u>Events of Default</u>	
Section 14.01. <u>Events of Default</u>	37
Section 14.02. <u>Remedies</u>	37
ARTICLE XV	
<u>Prepayment</u>	
Section 15.01. <u>Option to Prepay</u>	38
Section 15.02. <u>Optional Prepayment Price</u>	38
Section 15.03. <u>Notice of Prepayment</u>	38

Section 15.04.	<u>Partial Prepayment</u>	38
Section 15.05.	<u>Deposit of Prepayment Amount</u>	38
Section 15.06.	<u>Discharge of Other Obligations</u>	39
ARTICLE XVI		
<u>Indemnification</u>		
Section 16.01.	<u>Indemnification of Trustee, Administrator and Lessor</u>	39
ARTICLE XVII		
<u>Special Provisions</u>		
Section 17.01.	<u>Percentage Liability of Lessees</u>	39
Section 17.02.	<u>Pledge of Taxing Power</u>	39
ARTICLE XVIII		
<u>Miscellaneous</u>		
Section 18.01.	<u>Waiver of Statutory Rights</u>	40
Section 18.02.	<u>Non-Waiver by Lessor</u>	40
Section 18.03.	<u>Remedies Cumulative</u>	40
Section 18.04.	<u>Amendments, Changes and Modification</u>	40
Section 18.05.	<u>Applicable Law - Entire Understanding</u>	40
Section 18.06.	<u>Severability</u>	41
Section 18.07.	<u>Notices and Demands</u>	41
Section 18.08.	<u>Headings and References</u>	42
Section 18.09.	<u>Successors and Assigns</u>	42
Section 18.10.	<u>Multiple Counterparts</u>	42
Section 18.11.	<u>Amendments, Changes and Modifications of Indenture</u>	42
Section 18.12.	<u>No Liability of Lessor's and Lessees's Officers</u>	42
Section 18.13.	<u>Refunding of the Bonds</u>	42
Section 18.14.	<u>Continuing Disclosure</u>	42
Exhibit A	Completion Certificate.....	43
Exhibit B	Principal Reduction Schedule	44
Exhibit C	Proportionate Responsibilities	45

LEASE AGREEMENT

This Lease, made and entered into as of _____, 200_, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY, TENNESSEE, a public nonprofit corporation and instrumentality of Blount County, Tennessee (hereinafter called "Lessor"), and BLOUNT COUNTY, TENNESSEE, a county created under the laws of the State of Tennessee (the "County"), the CITY OF MARYVILLE, TENNESSEE, a Tennessee municipal corporation ("Maryville") and the CITY OF ALCOA, TENNESSEE, a Tennessee municipal corporation ("Alcoa" and together with Maryville, the "Cities") (collectively, the "Lessees");

W I T N E S S E T H:

WHEREAS, Lessor is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, and is authorized under Sections 7-53-101 to 7-53-311, inclusive, Tennessee Code Annotated, as amended (the "Act"), to acquire, whether by purchase, construction, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties, including public buildings, for the public purposes identified in the Act; and

WHEREAS, the Lessees have determined that the construction of a civic arts center in the County will provide educational opportunities for the citizens of the County and the Cities, promote and encourage the undertaking and performance of the arts in the community and promote economic development and regional tourism; and

WHEREAS, Lessees have requested the Lessor to cause the acquisition, construction, equipping and financing of a civic arts center and to lease such facility to Lessees pursuant to the terms of the Act and this Lease;

WHEREAS, Maryville College (the "College") has agreed to make available a site for the development of the civic arts center on property owned by the College and is willing to lease such site to the Lessor; and

WHEREAS, Lessees intend to retain the College to manage the civic arts center facility for Lessees; and

WHEREAS, to provide funds to accomplish such purposes, Lessor will issue and sell \$45,000,000 in aggregate principal amount of its Public Facility Lease Revenue Bonds, Series 200_ dated _____, under and pursuant to the Act, to be secured by and to contain such terms and provisions as are set forth in that certain Trust Indenture dated as of _____ (the "Indenture"), between Lessor and _____, as Trustee (hereinafter called the "Trustee"), and the proceeds from the sale of such Bonds shall be deposited with the Trustee and disbursed in the manner and for the purposes set forth in the Indenture.

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessees, and the covenants and agreements hereinafter contained to be kept and performed by Lessees, does by these presents demise, lease and let unto Lessees, and Lessees do by these presents hire, lease and rent from Lessor, for the Term and upon the conditions hereinafter stated, the premises described in Schedule A hereto (hereinafter called the "Land") together with the Building (as defined herein), all other improvements now or hereafter located on the Land, and the Equipment (as defined herein);

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations and rights of way, if any, shown on Schedule A; and

UNDER AND SUBJECT to the following terms and conditions:

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 Title 7, Chapter 53, Tennessee Code Annotated.

"Additional Rent" means the payments required to be made by the Lessees 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.

"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 Lease Agreement as it now exists and as it may hereafter be amended.

"ARS Bonds" means, on any date, the Bonds when bearing interest as auction rate securities as provided in Article III of the Indenture and the Auction Procedures applicable thereto.

"ARS Interest Payment Date" means, with respect to the Bonds, the Business Day immediately following each Auction Period for such Bonds, each Conversion Date and on Maturity.

"ARS Interest Period" means the period commencing on and including an ARS Interest Payment Date and ending on but excluding the next succeeding ARS Interest Payment Date; provided, that the first ARS Interest Period within each ARS Interest Rate Period shall commence on and include the Closing Date or the Conversion Date, as the case may be, with respect to the 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) ___% per annum; provided, that in no event shall the ARS Maximum Rate be more than the Maximum Lawful Rate.

"Auction Agent Agreement" means the Auction Agent Agreement dated as of _____ 1, 2005 between the Trustee and _____, 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 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 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 Bonds shall begin on and include the Closing Date, and that in the event of a Conversion of the Bonds from another Interest Rate Period to an ARS Interest 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 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.

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

"Authorized Lessee Representative" shall mean any officer of the College from time to time designated to act on behalf of Lessees in a certificate delivered to the Trustee and signed by an officer of each of the Lessees giving the name and the specimen signature of any such officer 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 Bond Proceeds Mortgage Corporation (FHLMC);
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Bond Proceeds Bank System
- Senior debt obligations of other agencies sponsored by the United States government and approved by the Bond Insurer;

(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 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 the Bond Insurer 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 Lessor, 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 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 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 Bonds shall cease to be Bank Bonds upon the earlier of the purchase thereof pursuant to a successful remarketing of such Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such 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.

"Bonds" means the Lessor's Public Facility Lease Revenue Bonds, Series 200_ issued pursuant to the Indenture, as supplemented by any supplemental indenture.

"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 Bonds.

"Bond Insurer" means _____, a _____ insurance company and any other issuer of a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on the 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.

"Bond Proceeds" means the proceeds from the sale of the Bonds described in Section 2.02 hereof.

"Building" shall mean the civic arts center to be built on the Land in accordance with the Plans and Specifications.

"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 Lessor pursuant to Section 3.07 of this Indenture with respect to 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 Bonds that are ARS Bonds.

"Business Day" means with respect to the 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 ARS Bonds in a seven-day Auction Period, any day other than April 14, April 15, December 30, December 31, and 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 Bonds.

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

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

"College" shall mean Maryville College, a Tennessee nonprofit corporation.

"Commercial Paper Period" means, with respect to the 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 Bonds that are subject to such Calculation Period.

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

"Completion Date" shall mean the date of completion of the construction of the Building as the date shall be certified as provided in Section ___ hereof.

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

"Construction Period" shall mean the period between the beginning of construction of the Project or the Issue Date (whichever is earlier) and the Completion Date.

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

"Cost" or "Cost of the Project" means:

(a) The cost of acquiring, constructing, equipping and financing the Project, including refunding outstanding obligations of the Lessees and of the Lessor or of any other public building Lessor created under the Act, or any combination of such purposes, demolishing structures on the Project site, and acquiring sites or estates therein and easements necessary or convenient for the Project;

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

(c) Governmental charges levied or assessed during equipping of the Project or upon any property acquired therefor, and premiums on insurance in connection with the Project 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 Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the Project, including the fees of the Lessees relating to the design, construction and equipping of the Project

and all other items of expense, not elsewhere specified herein incident to the construction, installation and placing in operation of the Project;

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

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

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

"Daily Period" means, with respect to 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 Bonds.

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

"Development and Operation Agreement" means the Agreement with respect to the Development and Operation of a Civic Arts Center among Lessor, Lessees and the college dated as of the date hereof.

"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 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 Bonds of such Series for gross income for purposes of federal income taxation (if applicable).

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

"Final Excess Interest Amount" means a fee payable under a Standby Bond Purchase Agreement in connection with the 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 Lessees under this Bond Proceeds Agreement as an Additional Payment.

"Fixed Rate" means the interest rate in effect on the 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 Bonds.

"Governing Bodies" shall mean the Board of County Commissioners of Blount County, Tennessee, the City Council of the City of Maryville, Tennessee, and the City Council of the City of Alcoa, Tennessee.

"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 _____.

"Guaranty Agreement" shall mean any Guaranty Agreement between the Lessor and the Bond Insurer whereby the Lessor agrees to reimburse the Bond Insurer from payments made under this Agreement for all amounts advanced by the Bond Insurer under the Surety Bond, together with interest thereon, as more fully set forth therein.

"Indenture" means the Indenture of Trust, dated as of _____ 1, 200_, as supplemented by the Supplemental Indenture of Trust, dated as of _____ 1, 200_, as from time to time further supplemented and amended, by and between the Lessor 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 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 Bonds to which such Calculation Period relates), any Conversion Date for the Bonds and the Maturity of the 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, any Period Adjustment Date and the Maturity of the 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 Bonds, (d) during any Fixed Period, the first day of each June and December, and the Maturity of the 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 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 Bonds which are ARS Bonds, each ARS Interest Payment Date.

"Lessees" means Blount County, Tennessee, the City of Maryville, Tennessee and the City of Alcoa, Tennessee.

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

"Lessor" means The Industrial Development Board of Blount County, Tennessee, and any successor to its functions hereunder.

"Market Agent Agreement" means the Market Agent Agreement dated as of _____ 1, 200_ 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 Bonds, (ii) the date of mandatory redemption of such Bonds pursuant to the terms of the Indenture, the Supplemental Indenture or Standby Bond Purchase Agreement (if any) relating to the Bonds, and (iii) the date on which the principal of such Bonds otherwise becomes due and payable.

"Maximum Rate" means (unless otherwise approved by the Bond Insurer) with respect to the Bonds (other than 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 Bonds for the period from and including the dated date of the Bonds, to the day next preceding the first Interest Payment Date for the Bonds) and (ii) the Maximum Lawful Rate, and with respect to 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 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 Lessees with respect to the 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 Bonds.

"Medium-Term Rate" means the interest rate or rates from time to time in effect for the 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 Lessees in order to prepay in whole or in part its Rent Payments.

"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 Lessees 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 Bonds, means as of the date of determination, all Bonds theretofore authenticated and delivered under the Indenture, except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) 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 Bonds, provided that, if such 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) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture.

"Outstanding Bond Proceeds Amount" means the original principal amount of the Bond Proceeds 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.

"Plans and Specifications" means the plans and specifications for the construction of the Building prepared by or for the Lessees together with any addenda thereto and modifications thereof.

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

"Project" means the acquisition, construction and equipping of a civic arts center; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (iv) reimbursement for prior expenditures for the foregoing; and (v) payment of capitalized interest during construction and for up to six months thereafter.

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

"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 Interest 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 _____ 1, 200_, between the Lessor and the Remarketing Agent, providing for the remarketing of the 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 Lessor and any successor Remarketing Agent appointed pursuant to the Indenture.

"Rent Payments" means the payments of principal of and interest on the Bond Proceeds, Additional Rent and any other amounts payable by the Lessees hereunder.

"Rent Payment Date" means, with (a) respect to that portion of Rent Payments attributable to interest on the Bonds, (i) the first day after the end of any Calculation Period, while the 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 Bonds are in the ARS Interest Rate Period, 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 Bonds if the 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 Bonds, if the Bonds are in the Fixed Period, (v) if any 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 Bond (or on such other dates set forth in the Standby Bond Purchase Agreement); (b) with respect to that portion of Rent Payments attributable to principal on the Bonds, (i) on the 25th day of May of ____ through ____, inclusive; or (ii) if such 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 Rent Payments consisting of Additional Rent, 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 during the term hereof commencing on the twenty-fifth day of _____, ____; (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.

"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 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 Bonds.

"Short-Term Rate" means the interest rate from time to time in effect for the 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 Lessor 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 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 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%.

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

"Swap Agreement" means a written agreement between the Lessor and a Swap Counterparty with respect to all or a portion of the Bonds approved as to form and substance by the Bond Insurer whereby the Lessor 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 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 Lessor 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 Lessor thereunder and including any Termination Payments.

"Termination Payment" means an amount payable by the Lessor to a Swap Counterparty from Additional Rent made by a Lessees under a Bond Proceeds Agreement or by the Swap Counterparty to the Lessor 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 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 Bonds during which period a Weekly Rate shall apply to the Bonds.

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

ARTICLE II

Interpretation

Section 2.01. 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 Lessor Representative or an Authorized Lessee 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 Lessor or a Lessees), upon the certificate or opinion of or representations by an officer or officers or officials of the Lessor or the Lessees, 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 III

Commencement and Completion of the Project;

Issuance of the Bonds; Use of Project

Section 3.01. Agreement to Construct the Building. Subject to the provisions of Section 2.05 hereof the Lessor agrees that:

(a) It will enter into a lease with the College whereby the Lessor will lease the Land for a term of ____ years.

(b) It will cause the Building and any related facilities to be constructed on the Land in accordance with the Plans and Specifications.

(c) It will cause the Equipment to be acquired and installed in the Building or elsewhere on the Land, the specific items of Equipment to be designated by the College.

Section 3.02. Issuance of the Bonds.

(a) In order to accomplish the construction of the Building and the acquisition of the Equipment provided for in Section 2.01 hereof, the Lessor agrees that it will sell and cause to be delivered to the purchasers thereof the Series 2005 Bonds in the aggregate principal amount of \$_____. The Bonds shall be initially issued as bonds bearing interest at the _____ Rate in the _____ Rate Period determined as provided in Section 2.05 of the Indenture. The Lessor will cause the proceeds received from the sale of the Bonds to be deposited with the Trustee in the Project Fund pursuant to Section 7.05 of the Indenture, to the Cost of Issuance Fund pursuant to Section 7.10 of the Indenture, any capitalized interest to the Interest Account and prepaid fees to the Additional Rent Account. Disbursement of funds upon initial requisition by the Lessor from the Cost of Issuance Fund for the payment of costs of issuance of the Bonds and costs related to this Agreement are hereby approved. The Lessor agrees that the Bonds may be converted from one Rate Period to any other Rate Period as directed by an Authorized Lessee Representative pursuant to Article II of the Indenture.

(a) The liability of the Lessor under the Bonds shall be enforceable only to the extent of its rights under this Agreement or any amendment or supplement hereto. The Bonds shall be payable solely from payments made by or on behalf of the Lessees to the Trustee pursuant to the terms of this Agreement.

Section 3.03. Deposit of Bond Proceeds. Upon the sale and delivery of the Bonds, deposit of the proceeds thereof to the appropriate Accounts as above provided, and receipt by the Trustee, the Bond Insurer, if applicable, and the Bank, if applicable, 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 Project Funds, of a requisition for funds conforming to the requirements of Section 3.05 hereof, the proceeds of the Bonds will be disbursed to or at the direction of Lessor in the amount of \$_____ in the manner hereinafter set forth. Proceeds of the Bonds deposited to the Project Fund and any other funds so deposited shall be and remain funds of the Lessor for so long as they are in the Project Fund.

Section 3.04. Use of Proceeds by the Lessees. The Lessees will use the funds disbursed to them by the Lessor pursuant to Section 2.02 hereof solely to pay the Cost of the Project.

Section 3.05. Disbursement of Bond Proceeds Proceeds. Pursuant to Section 7.06 of the Indenture, the Lessor has authorized and directed the Trustee to use the moneys in the Project Fund solely to pay the Cost of the Project, and the reimbursement of Lessor or the College for advances and payments made or costs incurred by the Lessor on the College for or in connection with the Project. The Lessor shall cause funds to be disbursed by the Trustee from the Project Fund only upon receipt by the Trustee of a requisition, appropriately completed and signed by an Authorized Lessee Representative in the form attached hereto as Exhibit _____. The initial requisition on the Closing Date shall be made by the Chairman of the Lessor and shall be in an amount sufficient to pay costs of issuance of the 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. In making any such payment from the Project 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 Project or any other investigation.

Section 3.06. Completion of the Project. Upon completion of the Project, Lsesor shall cause to be submitted to the Trustee and the Lessees, in addition to the requisition required by Section 3.05 hereof, a certificate signed by an Authorized Lessor Representative in the form attached hereto as Exhibit A. Said certificate shall state that no further funds will be withdrawn from the Project Fund to pay the Cost of the Project. 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 Project Fund upon the filing of the certificate described in this Section, including investment earnings thereon, shall be deposited in the Principal Account of the Bond Fund and applied by the Trustee to the redemption of the 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 Bond Fund and applied by the Trustee to the payment of interest on the Bonds on the next Interest Payment Date. The Lessor does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Agreement, will be available for payment of the Cost of the Project, will be sufficient to pay all of the Cost of the Project.

Section 3.07. Investment of Funds; Application of Investment Earnings. Any moneys held by the Trustee in the Project 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 Project Fund shall be credited by the Trustee on the 25th day of February, May, August and November, first to the Interest Account in the 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 Bonds on the next succeeding Interest Payment Date computed in accordance with Section 3.04 hereof and then to the Additional Rent Account of the 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 Bonds on the next Interest Payment Date, and excess earnings not so credited shall be retained in the Project Fund and credited to the Interest Account on the last day of the following August.

At the written direction of an Authorized Lessee Representative to both the Trustee and the Administrator, all or a portion of the earnings accruing on funds in the Project Fund shall be retained in the Project Fund or transferred to the Cost of Issuance Fund to be used to pay Costs of the Project and costs of issuance of the 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 Bond Account in the Bond Fund.

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

Section 3.08. Interest Rate Conversions. 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 in a Commercial Paper Period, and any ARS Interest Payment Date for ARS Bonds, the Lessees shall have the right and option, with the written approval of the Administrator on behalf of the Lessor and the Remarketing Agent, to convert the Bonds to a different Rate Period (other than to an ARS Interest Rate Period) as provided in Section 2.06 of the Indenture and to an ARS Interest Rate Period as provided in Section 3.11 of the Indenture, or, with the written approval of the Administrator on behalf of the Lessor 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 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 Lessee Request to the Administrator on behalf of the Lessor 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 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 Lessees. In the event of a Failed Conversion from an ARS Interest Rate Period to another Rate Period, the Rate Period shall remain the ARS Interest Rate Period and the ARS Bonds shall bear interest at the ARS Maximum Rate.

Section 3.09. Tax Status of the Bonds. It is the intention of the parties hereto that the interest on the Bonds be and remain excluded from gross income for federal income tax purposes, and to that end the Lessees hereby represents, warrants and agrees as follows:

- (a) The Lessees shall not take or omit to take any action the taking or omission of which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause interest on the 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 Lessees, on behalf of the Lessor, shall comply with any provision of the law which may require the Lessor 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 Bonds.
- (b) The Lessees shall not permit the proceeds of the 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 Bond Proceeds 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 Bonds (under the terms of the 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 Lessees) in respect of property, or borrowed money, used or to be used for a private business use, provided, however, that if the Lessees receive a Favorable Opinion that any such covenant need not be complied with to prevent the interest on the Bonds from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes, the Lessees need not comply with such covenants.

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

Section 3.10. Rights of the Bond Insurer.

(a) While the Bond Insurance is in effect, the Lessees 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 Lessees, to be furnished within thirty (30) days of their release by the Lessees;
- (ii) a copy of any notice to be given to the registered owners of the Bonds, or any of them, including, without limitation, notice of any redemption of or defeasance of all or any portion of the Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Bonds; and
- (iii) such additional information as the Bond Insurer shall reasonably request.

(b) The Trustee or the Lessees, as appropriate, shall notify the Bond Insurer of any failure of the Lessees 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 Lessees will permit the Bond Insurer to discuss the affairs, finances and accounts of the Lessees or any information Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Lessees. The Trustee or the Lessees, as appropriate, will permit the Bond Insurer to have access to the Project and have access to and to make copies of all books and records relating to the 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 Rent Payment Date if there are insufficient moneys to make any payment of principal of or interest on the Bonds or any Additional Rent 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 IV
Payment Obligations of Lessees

Section 4.01. Basic Rent. Notwithstanding any other provision of this Agreement, the Lessees agree to pay to the Trustee, for the account of the Lessor, (i) an amount equal to the aggregate principal amount of the Bonds, (ii) as interest on its obligation to pay such amount, amounts equal to the interest on the Bonds (including interest at the Bank Rate and Excess Interest, if applicable, for any period during which such 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 Rent Payment 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 Bonds, whether at maturity or upon redemption, and to the payment of Swap Payments.

Section 4.02. Additional Rent. The Lessees agree 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 Rent

(except that the payee of any such payment related to the making of the Bond Proceeds may require payment on the Closing Date of the Lease 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 applicable, under any Standby Bond Purchase Agreement relating to the Bonds, including, but not limited to, the Final Excess Interest Amount, if any.
- (b) The fees and expenses of the Remarketing Agent under the Remarketing Agreement, if applicable, relating to the Bonds.
- (c) The fees and expenses of the Trustee under the Indenture relating to the Bonds, including all expenses necessary to prepare notices of redemption or purchase of Bonds or to cancel and discharge the Indenture with respect to the Bonds.
- (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 Bonds, together with all amounts payable by the Lessor under the Guaranty Agreement, if any.
- (e) Any expenses of the Lessor hereunder or under the Indenture relating to the Bonds.
- (f) The reasonable fees and expenses of the Administrator relating to the Bonds.
- (g) The fees and expenses of the Bond Counsel, the Underwriter and other costs of issuance relating to the Bonds.
- (h) Rating agency fees relating to the Bonds.
- (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 Bonds.
- (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 Bonds, payable on demand.
- (k) Any Termination Payments required to be paid by the Lessor under the Swap Agreement.
- (l) Such other reasonable fees and expenses relating to the Bonds, including, but not limited to, costs associated with any conversion, substitute Bond Insurance or substitute Standby Bond Purchase Agreement.

The Additional Rent 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 Rent Payment 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 Rent 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 Lessees prior to the applicable Rent Payment Date. Additional Rent 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 Rent, the Bond Insurer shall be fully subrogated to the Lessor's rights with respect thereto under this Agreement.

Section 4.03. Time and Manner of Payment. Lessees agree to make each of the Rent Payments directly to the Trustee for the account of the Lessor on or before each Rent Payment Date in lawful money of the United States of America by wire transfer of immediately available funds.

Section 4.04. Amount of Payment. The amount of each of the Rent Payments shall be computed as follows:

- (a) (i) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Rent Payment while the Bonds are in the Daily Rate Period and the Weekly Rate Period, the amount thereof shall be equal to the interest on the Bonds, as computed by the Trustee, at the Daily Rates or Weekly Rates in effect for the applicable Rent Payment 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 Rent Payment is due to and ending on the last day of the quarter in which such Rent Payment is due.
- (ii) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Rent Payment while the 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 Bonds, as computed by the Trustee, at the Short-Term Rate, Medium-Term Rate or Fixed Rate in effect for the applicable Rent Payment 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 Rent Payment while the Bonds are in the Commercial Paper Period, the amount shall be equal to the interest on the Bonds as computed by the Trustee at the Commercial Paper Rate in effect for the Calculation Period.
- (iv) With respect to the interest portion of each Rent Payment while the Bonds are in the ARS Interest Rate Period, the amount shall be equal to the interest on the Bonds and the Auction Rate in effect during the Auction Period.
- (v) The amount of interest which will accrue on the Bonds (the "Estimated Amount") (other than when ARS Bonds) for the period from and after the date the Trustee computes the Rent Payment to the end of the computation period for the payment of interest on the Bonds (the "Estimated Period") will be computed using an assumed interest rate equal to the 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 Rent Payment Date exceeded the actual interest accrual during such period. With respect to the Bonds, while they are ARS Bonds in the seven-day Auction Period, the Administrator shall (i) estimate the interest due on the first Rent Payment Date and shall instruct the Trustee to deposit such amount to the Interest Account of the Bond Account of the Bond Fund on the Closing Date, and (ii) estimate the interest due on such Bonds (the "ARS Estimated Amount") for five seven-day periods based upon the Auction Rate in effect on the date of computation (the "ARS Estimated

Period"), plus 150 basis points and shall so notify the Trustee. The Lessees shall pay the ARS Estimated Amount on the initial Rent Payment Date and on each Rent Payment Date thereafter. Each successive Rent Payment will be reduced by the amount the prior Rent Payment exceeded the actual interest due on the Bonds.

- (b) With respect to the principal portion of each of the Rent Payments, the amount thereof shall be equal to next ensuing principal reduction requirement on the Bond Proceeds 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 Bonds are Bank Bonds and the Bank Bond Term Date has occurred.
- (c) With respect to the Additional Rent portion of each of the Rent Payments, 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 Lessees have approved and the Lessor has executed and delivered a Swap Agreement, with respect to the Bonds in accordance with Section 2.02(h) of the Indenture, the Rent Payments 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 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 Bonds, the Bonds will be purchased by a Bank pursuant to the terms of the Standby Bond Purchase Agreement. If the 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 Rent Payments. Upon the purchase of Bonds by a Bank under an applicable Standby Bond Purchase Agreement, the interest will continue to be payable on the 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 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 Bonds, whichever is less) in approximately equal quarterly installments, commencing on the first Business Day in _____, _____, _____ or _____ occurring after the Bank Bond Term Date, and on the first Business Day of each _____, _____, _____ and _____ 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 ____-year term and (2) in the Bank's discretion, if requested by the Lessor, 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 Lessees agree to make payments of principal with respect to the Bond Proceeds 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 Lessor with the consent of the Bond Insurer, the Bank and the Lessees 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 Bonds for federal income tax purposes. Prior to the Bank Bond Term Date, the Administrator shall provide to the Lessees, the Trustee, the Bond Insurer and the Bank an amortization schedule approved by the Bank implementing the provisions of this Subparagraph (e) relating to Rent Payments of the Bank Bonds and the Lessees will make all payments under this Subparagraph (e) in accordance with said schedule.

- (f) All portions of Rent Payments allocable to interest shall be reduced to the extent investment earnings on the Lessee Account of the Project Fund have been credited to the Interest Account on the Rent Payment Date as provided in and subject to the limitations of Section 2.06 hereof, and the Additional Rent shall be reduced to the extent of excess investment earnings on the Lessee Account of the Project Fund not credited to the Interest Account and investment earnings on the Interest Account, the Principal Account and the Additional Rent Account of the Bond Account of the Bond Fund which have been credited to the Additional Rent Account on the Rent Payment Date 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 Rent Payment 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 Lessee Account of the Project 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 Lessee Account of the Project Fund.
- (g) It is the intention of the Lessor and the Lessees that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Lessor, shall receive funds from or on behalf of the Lessees 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 Lessor to pay when due all obligations for the payment of principal of and premium, if any, and interest on the Bonds (including during any period that any Bonds are Bank Bonds), for the payment of all Swap Payments payable by the Lessor under the Swap Agreement and for payment of all Additional Rent payable by the Lessees. The Lessees shall have the right, on behalf of the Lessor, 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 Lessee Account of the Project Fund and the Interest Account and the Additional Rent Account of the Bond Account of the Bond Fund will be sufficient to pay the interest and Additional Payment components of the Rent Payments relating to the portion of the Bond Proceeds not disbursed from the Project Fund, subject to the limitations of Section 2.06 hereof. In the event said earnings are not sufficient to make such payments, the Lessees shall pay the deficiency in the manner and at the times required herein for Rent Payments in consideration for the agreement by the Lessor to continue to make the amounts therein available to be disbursed by the Lessor.

Section 4.05. Payments Assigned. It is understood and agreed that the rights of the Lessor under this Agreement (except its rights to indemnification, payment of expenses and receive notices), are assigned to the Trustee pursuant to the Indenture. The Lessees consent to such assignment, and agree to pay to the Trustee all amounts payable by the Lessees 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 4.06. Obligation of Lessees Unconditional. The obligation of the Lessees to make payments hereunder (including Additional Rent) and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Lessees obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Lessees might otherwise have against the Lessor, the Bond Insurer, the Bank or the Trustee. Until payment of all Lessees obligations hereunder, the Lessees 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 Project, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Project, 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 Lessor, 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 Project. Nothing contained in this Section shall be construed to release the Lessor, 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 Lessor, the Trustee, the Remarketing Agent, the Auction Agent, the Broker-Dealer and the Market Agent should fail to perform any such obligation the Lessees may institute such action as the Lessees may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

Section 4.07. Pledge of Taxing Power. The Lessees covenant that they shall provide for the annual levy and collection of a tax on all taxable property within the Lessees sufficient to pay when due the annual amounts payable under this Agreement (including Additional Rent) as and when they become due and payable and to pay all other expenses of maintaining and operating the Project required to be paid by the Lessees under the terms of this Agreement. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Lessees. Such tax shall not be included within any statutory or other limitation of rate or amount for the Lessees 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 Lessees 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 Lessees or, if levied, may be proportionately reduced to the extent of payments derived by the Lessees from other funds appropriated by the governing bodies of the Lessees to the payment of the amounts described above from other revenues of the Lessees or from other sources available therefor. Notwithstanding the foregoing, the Lessees 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 4.08. Rebate Covenants of Lessees.

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

(b) The Lessees shall deliver to the Trustee the determination of the Rebate Amount in writing signed by an authorized official of the Lessees not later than fifty-eight (58) days after each Computation Date, provided, that if such fifty-eight 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 Lessees shall deposit with the Trustee for deposit into the 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 Lessees shall deposit with the Trustee for deposit into the 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 Lessees 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 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 Lessor, the Trustee and the Lessees, (i) if the Administrator files a certificate with the Trustee stating that the rebate exceptions set forth in the Arbitrage Certificate of the Lessees have been fulfilled, (ii) if the Lessor 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 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 Bonds to remain excludable from gross income for federal income tax purposes.

ARTICLE V
Representations and Covenants

Section 5.01. Representations and Covenants of the Lessor. The Lessor makes the following representations and covenants as the basis for the undertakings on the part of the Lessees contained herein:

- (a) The Lessor is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to the Act. The Lessor is authorized to issue the Bonds in accordance with the Act and to use the proceeds thereof to provide funds for disbursing the Bond Proceeds.
- (b) The Lessor 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 Lessor 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 Lessor and in full force and effect on the date hereof, the Lessor has authorized the execution and delivery of the Indenture, this Agreement and the Bonds, the due performance of all obligations of the Lessor hereunder, under the Indenture and under the Bonds, and the taking of any and all actions as may be required on the part of the Lessor to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Lessor 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 Lessor, and upon due authorization, execution and delivery by the Lessees, will constitute a legal, valid and binding obligation of the Lessor. The Bonds will constitute legal, valid and binding limited special obligations of the Lessor 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 Lessor (except to the foregoing extent), Blount County, the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Lessee from the Lessor) indirectly, to pay the principal of or premium, if any, or interest on the Bonds. The Lessor has no taxing power.
- (f) The execution and delivery by the Lessor of this Agreement, the 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 Lessor is a party or by which it is bound or, to the best of the Lessor's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Lessor, and the Lessor 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 Lessor will apply or cause to be applied the proceeds of the 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 Lessor or, to the best knowledge of the Lessor, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Indenture or the Bonds or which, in any way, would adversely affect the validity of this Agreement, the Bonds, the Indenture or any agreement or instrument to which the Lessor is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (i) The Lessor covenants that it will not pledge the amounts derived from this Agreement other than to secure the Bonds.

Section 5.02. Representations and Covenants of the Lessees. The Lessees make the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lessor contained herein:

- (a) The Lessees are municipal corporations or political subdivisions, 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 have full legal right, power and authority (i) to conduct their business and own their 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 Lessees have complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Lessees have duly approved the execution and delivery of this Agreement and have authorized the taking of any and all action as may be required on the part of the Lessees 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 Lessees and, assuming due authorization, execution and delivery by the Lessor, will constitute a legal, valid and binding obligation of the Lessees enforceable in accordance with its terms. To the extent permitted by applicable law, the defense of sovereign immunity is not available to the Lessees in any proceedings by the Lessor or the Trustee to enforce any of the obligations of the Lessees under this Agreement and, to the fullest extent permitted by law, the Lessees consent 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 or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Lessees, threatened against the Lessees, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Lessees or the title of their 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 Lessees' financial condition or their obligations to make Rent Payments under this Agreement.

- (f) The Lessees are not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Lessees are a party or by which it or any of their 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 Lessees are a party or by which it or any of their property is bound.
- (g) So long as any Bonds are Outstanding, the Lessees 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 Project, the repair and alteration thereof, and the use or manner of use of the Project, 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 Lessees will not take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds advanced to them to be applied in a manner contrary to that provided in the Indenture and this Agreement.
- (i) The Lessees have not taken or omitted to take, and will not take or omit to take, any action, and know of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Bonds to be includable in the gross income of owners thereof for federal income tax purposes.
- (j) The Lessees are not in default under any agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.
- (k) The Lessees approve the issuance of the Bonds and, as of the date hereof, are not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Agreement and all warranties and representations of Lessees herein are true and correct on the date hereof.
- (l) The Lessees covenant and agree 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 by the Administrator, the Bank, the Bond Insurer and the Lessor.
- (m) The Lessees covenant and agree to comply with the terms and requirements applicable to Lessees 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 Lessees covenant and agree to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Lessor, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.
- (p) All information provided to the Lessor in this Agreement or in any other document or instrument with respect to the Bond Proceeds, this Agreement or the Project, 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 VI

Rent Absolute; State of Title

Section 6.01. No Termination or Abatement for Damage or Destruction, Etc. Except as otherwise expressly provided herein, and until the Bonds have been paid in full, this Lease shall not terminate, nor shall Lessees have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessees be otherwise affected, by reason of any damage to or the destruction of all or any part of the Project from whatever cause, the loss or theft of the Project or any part thereof, the taking of the Project or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of Lessees' use of the Project, or the interference with such use by any private person or corporation, or by reason of any eviction by paramount title or otherwise, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Rent and additional rent reserved hereunder shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease.

Lessees acknowledge that Lessor has made no representations as to the condition of the Project. This Lease shall not terminate, nor shall Lessees have any right to terminate this Lease, or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessees be otherwise affected, by reason of or due to the condition of the Project, either before, during or after acquisition and installation or by reason of or due to any failure to complete the construction of the Building or the acquisition of the Equipment.

The obligations of Lessees to make the payments required in Article __ and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bonds shall have been fully paid, Lessees (i) will not suspend or discontinue any payments provided for in Article __, (ii) will perform and observe all of its other agreements contained in this Lease and (iii) except as provided in Article __ will not terminate this Lease for any cause including, without limiting the generality of the foregoing, failure of Lessor to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, or any change in the tax or other laws of the United States of America or any political subdivision thereof.

Section 6.02. No Termination for Insolvency, etc., of Lessor. Lessees covenant and agree that they will remain obligated under this Lease in accordance with its terms, and that Lessees will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceedings

affecting Lessor or any assignee of Lessor in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or any assignee of Lessor in any such proceeding, or by any court in any such proceeding. Lessor covenants and agrees that it will not voluntarily submit to any bankruptcy, insolvency, reorganization, composition, readjustment, action for appointment of a receiver, liquidation, dissolution, winding-up or other proceeding affecting it or any assignee under this Lease without the prior written consent of Lessees, so long as Lessees are not in default hereunder.

Section 6.03. Waiver of Rights by Lessees. So long as any of the Bonds are outstanding and unpaid, Lessees waive, to the extent legally permissible, all rights now or hereafter conferred by law (i) to quit, terminate or surrender this Lease or the Project or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Basic Rent or additional rent or any other sums payable under this Lease, except as otherwise expressly provided herein, regardless of whether such rights shall arise from any present or future constitution, statute or rule of law.

Section 6.04. Condition and Title of Project. Lessees acknowledge that they have examined the premises described in Schedule A attached hereto and the state of the owner's title thereto prior to the making of this Lease and know the condition and state thereof as of the first day of the Term of this Lease, and accept the same in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that Lessees in entering into this Lease are relying solely upon their own examination thereof. Lessor shall not be liable to Lessees for any damages resulting from failure of or any defect in Lessor's title to the Project which interferes with, prevents or renders burdensome the use of the Project or the compliance by Lessees with any of the terms of this Lease, or from delay in obtaining possession of all or any part thereof, from any cause whatsoever, and no such failure of or defect in Lessor's title or delay shall terminate this Lease or entitle Lessees to any abatement, in whole or in part, of any of the rentals or any other sums provided to be paid by Lessees pursuant to any of the terms of this Lease.

Lessor makes no warranty, either express or implied, that the Project will be suitable for Lessees' purposes or needs.

Section 6.05. No Conveyance of Title by Lessor. Lessor covenants and agrees that, during the Term of this Lease, it will not convey, or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Project to any person, firm or corporation whatsoever, irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease.

ARTICLE VII

Taxes and Other Charges

Section 7.01. Payment by Lessees - General. Lessees agree, subject to the provisions of Section 13.02, to pay and discharge, as additional rent, punctually as and when the same shall become due and payable, each and every cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which Lessor or Lessees are or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of Lessor or Lessees in or under this Lease, or by reason of or in any manner connected with or arising out of the construction, possession, operation, maintenance, alteration, repair, rebuilding or use of the Project.

Section 7.02. Taxes and Other Governmental Charges. The parties acknowledge that under present law, the properties of Lessor are exempt from all taxation in the State of Tennessee. In the event any part of the Project becomes subject to taxation, Lessees agree, subject to the provisions of Section

13.02, to pay and discharge punctually as and when the same shall become due and payable without penalty, all real estate taxes, personal property and income taxes, business and occupation taxes, occupational licenses, taxes, water charges, sewage charges, assessments (including, but not limited to, assessments for public improvements or benefits) and all other governmental taxes, impositions and charges of every kind and nature, extraordinary or ordinary, general or special, unforeseen or foreseen, whether similar or dissimilar to any of the foregoing, which at any time during the Term shall be or become due and payable by Lessor or Lessees and which shall be levied, assessed or imposed:

- (i) upon, or which shall be or become liens upon, the Project or any portion thereof or any interest of Lessor or Lessees therein or under this Lease or upon the rents payable hereunder;
- (ii) upon or with respect to the construction, possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof; or
- (iii) upon this transaction or any document to which Lessees are a party creating or transferring an interest or an estate in the Project;

under and by virtue of any present or future law, statute, regulation or other requirement of any governmental authority, whether federal, state, county, city, municipal or otherwise; provided, however, Lessees shall have no liability (a) for any tax, charge, assessment or imposition attributable to properties or operations of Lessor not involving the Project, or (b) with respect to payment of any income taxes or similar taxes imposed upon Lessor for any period during which no Bonds are outstanding and unpaid. It is the intention of the parties hereto that, insofar as the same may be lawfully done, Lessor shall be free from all costs, expenses and obligations and all such taxes, water charges, sewer charges, assessments and all such other governmental impositions and charges, and that this Lease shall yield net to Lessor not less than the Basic Rent reserved hereunder throughout the Term.

Section 7.03. Lessees Subrogated to Lessor's Rights. To the extent of any payments of additional rent by Lessees under this Article VI, Lessees shall be subrogated to Lessor's rights in respect to the proceedings or matter which cause the Basic Rent to be insufficient and any recovery by Lessor or release to Lessor of moneys in such proceedings or matter shall be used to reimburse Lessees for the amount of such additional rent so paid by Lessees, provided always that the Basic Rent is paid in the manner and at the time herein set forth.

Section 7.04. Utility Services. Lessees agree to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utility services used, rendered or supplied to, upon or in connection with the Project. Lessees agree that Lessor is not, nor shall it be, required to furnish to Lessees or any other user of the Project any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind.

Section 7.05. Proof of Payment. Lessees covenant to furnish to Lessor, promptly upon request, proof of the payment of any tax, assessment, and other governmental or similar charge, and any utility charges, which is payable by Lessees as provided in this Article.

Section 7.06. Proration. Upon expiration or earlier termination of this Lease (except for the termination hereof pursuant to the provisions of Article __) taxes, assessments and other charges which shall be levied, assessed or become due upon the Project or any part thereof shall be prorated to the date of such expiration or earlier termination.

Section 7.07. Costs of Repossession. Lessees covenant and agree to pay, and to indemnify Lessor and the Trustee against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Project after the occurrence of an Event of Default (as defined in Section 14.01) or upon expiration or earlier termination of any term hereof, or in enforcing any covenant or agreement of Lessees contained in this Lease.

ARTICLE VIII

Insurance

Section 8.01. Insurers. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Tennessee. The insurance required by this Article (other than by Section 7.03) shall be maintained in full force and effect at all times that any Bonds are outstanding except that such insurance required by Section 7.02 need not be placed in force and effect until the completion of the construction of the Project, provided that builder's risk insurance is in effect at least to the extent contemplated by Section 7.03 and provided further that in no event shall the insurance required by Section 7.02 be placed into effect later than the expiration of the builder's risk insurance carried pursuant to the provisions of Section 8.03.

Section 8.02. Fire and Extended Coverage. Lessor shall cause the College to keep the Project insured against loss or damage by fire, with extended coverage endorsement covering loss or damage by lightning, windstorm, explosion, aircraft, smoke damage, vehicle damage, sprinkler leakage, vandalism, malicious mischief and such other hazards as are normally covered by such endorsement in such amount that the proceeds of such insurance, in the event of the total destruction of the Project, will at least be sufficient to retire all of the outstanding Bonds, or in the amount of 100% of the insurable value of the Project (if insurance is obtainable to such an amount, and, if not, to such an amount as is obtainable), whichever shall be less (with reasonable deductible provisions as certified by Lessees). For purposes of this Lease, insurable value shall mean actual replacement value.

Section 8.03. Builder's Risk. Until such time as the construction of the Building has been completed, Lessor shall cause the College to maintain or cause to be maintained builder's risk insurance to the extent of the full insurable value of the Building.

Section 8.04. Public Liability. Lessor shall cause the College to maintain general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Project, and the adjoining sidewalks and passageways in such amounts as Lessor deems reasonable. Policies for such insurance shall be for the mutual benefit of Lessor and Lessees.

Section 8.05. Loss Payable. All policies of insurance required by Sections 7.02 and 7.03 shall name Lessor and Lessees as insureds and shall provide that the proceeds of such insurance shall be payable to the Trustee under a standard loss payable clause as their respective interests may appear; provided, however, that in the case of any particular casualty resulting in loss or damage not exceeding \$25,000 in the aggregate, the proceeds of such insurance shall be payable to Lessees. All such policies shall, to the extent obtainable, provide that any loss shall be payable to the Trustee notwithstanding any act or negligence of Lessees which might otherwise result in a forfeiture of said insurance.

Section 8.06. Evidence of Existence; Modification of Policies. Certificates from the insurers evidencing the existence of all policies required by Sections 7.02 and 7.03 shall be filed with the Trustee, and such policies of insurance shall contain an undertaking by the respective insurers, to the extent obtainable, that such policies shall not be modified adversely to the interests of Lessor or the Trustee or canceled without at least 10 days' prior written notice to Lessor and to the Trustee. Not less than 10 days

prior to the expiration dates of the policies, originals of the renewal policies (or certificates therefore from the insurers evidencing the existence thereof) shall be deposited with the Trustee.

Section 8.07. Adjustment of Claims. Any claims under the policies of insurance described in this Article shall be adjusted by and at the expense of Lessees; provided, however, that the proceeds from such insurance shall be applied pursuant to the terms of this Lease.

ARTICLE IX

Maintenance and Repair

Section 9.01. Maintenance of Project. Lessor shall cause the College to keep and maintain the Project in good repair and appearance. Lessor shall cause the College to promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Project in good and lawful order and condition, wear and tear from reasonable use excepted, whether or not such repairs are due to any law, rules, regulations or ordinances hereafter enacted which involve a change of policy on the part of the governmental body enacting the same.

Section 9.02. Lessees Not Required to Repair. Lessees shall not be required to make any repairs, replacements or renewals of any nature or description to the Project or to make any expenditures whatsoever in connection with this Lease or to maintain the Project in any way.

ARTICLE X

Condemnation

Section 10.01. Awards Assigned to Trustee. If, during the Term, all or any part of the Project be taken by the exercise of the power of eminent domain or condemnation, Lessor and Lessees shall, subject to all the terms of this Article, be entitled to, and shall receive, the entire award for the taking. So long as any Bonds remain outstanding and unpaid, Lessor and Lessees hereby irrevocably assign all their right, title and interest in and to such award or awards to the Trustee, and Lessor and Lessees shall immediately pay the same to the Trustee for the benefit of Lessor and Lessees as their respective interests may appear and any such award or awards shall be held and disbursed as provided herein.

Section 10.02. Condemnation of All or Material Part of Project. If title to, or the temporary use or control of, all or substantially all of the Project, shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of a substantial part of the Project shall be so taken as results in rendering the Project unsatisfactory to Lessees for the purposes for which the same was used immediately prior to such taking or condemnation (to be determined in the sole judgment of Lessees), Lessees shall prepay All Unpaid Installments of Rent and such payment shall be made as of the first day of the first month occurring subsequent to 60 days after the effective date of such taking. Lessees shall deliver to Lessor and Trustee at least 30 days before the proposed date of prepayment a certificate, signed by Lessees, to the effect that title to, or the temporary use or control of, all or substantially all of the Project has been taken by the exercise of the power of eminent domain or condemnation. Upon payment in cash of All Unpaid Installments of Rent, the Trustee shall assign and pay over the entire amount of Lessor's and Lessees' interest in the award for the taking to Lessees, less any expenses incurred by Lessor in collecting such award (hereinafter called the "Net Award"), provided that Lessees may request that such Net Award be credited against All Unpaid Installments of Rent to be paid hereunder. The prepayment by Lessees shall be applied to the redemption of Bonds in accordance with Section ____ of the Indenture on the first date that the Bonds may be redeemed pursuant to such section. In the event the

amount prepaid by Lessees in accordance with this section cannot be used to redeem the Bonds within 30 days of such prepayment, Lessees shall deliver to the Trustee investment instructions relating to such amount in accordance with Section 2.03 hereof and an opinion of nationally recognized bond counsel acceptable to the Trustee to the effect that the investment of such amounts in accordance with the investment instructions will not have an adverse effect on the exclusion from gross income of interest on any Bond for federal income tax purposes.

Section 10.03. Condemnation of Less than Material Part of Project. If a lesser portion of the Project be taken by exercise of the power of eminent domain or condemnation, this Lease shall nevertheless continue in full force and effect without abatement of rent (except such rental reduction as results from a redemption of Bonds) and if such taking shall have caused damage to, or necessitated restoration or rebuilding of, any of the improvements on the Land, Lessor shall cause the College to promptly and diligently restore such improvement to such condition as shall be reasonable in view of the nature of the taking and the intended use of the Project by Lessees, whether or not the Net Award is sufficient for the purpose. So long as any Bonds remain outstanding and unpaid, upon compliance with the provisions of Section ____ of the Indenture and the receipt by the Lessor and the Trustee of the certificates and instruments provided for in said Section ____, the Trustee shall from time to time disburse the Net Award as provided in said Section _____. In the event no Bonds are outstanding and unpaid, the Trustee shall assign and pay over the Net Award to Lessees. In lieu of such rebuilding or restoring as herein provided, Lessees may direct that the entire amount of the Net Award be used by the Trustee to pay and redeem Bonds as provided in Article ____ of the Indenture.

If any taking of the character referred to in this Section shall occur when no Bonds are outstanding, or if the amount of the Net Award for such taking, together with other sums available for such purpose, is sufficient to pay in full the remaining Bonds then outstanding, Lessees, in lieu of restoring as herein provided, may elect to terminate this Lease, and in such event this Lease shall terminate, neither party shall have any further liability hereunder, and the entire Net Award shall be paid over to Lessees, subject, however, to the terms of the Indenture and the payment to the Trustee of such part of such Net Award as shall be required in order to pay in full the remaining Bonds.

ARTICLE XI

Casualty

Section 11.01. Lessees to Rebuild or Repair. Subject to the provisions of Section 10.02 hereof, if during the Term all or any part of the Project shall be destroyed or damaged, Lessees shall promptly notify Lessor, and at Lessees' expense (whether or not the insurance proceeds hereinafter mentioned are sufficient for the purpose) Lessor shall cause the College to promptly and diligently rebuild, restore, replace and repair the same in such manner as to restore the Project to a condition substantially equivalent to that existing immediately prior to such damage or destruction. Upon compliance with the provisions of Section ____ of the Indenture and the receipt by the Lessor or the Trustee of the certificates and instruments provided for in Section ____, the Trustee shall from time to time disburse such insurance proceeds as provided in said Section _____. In the event no Bonds are outstanding and unpaid, the Trustee shall assign and pay over the insurance proceeds to the Lessor.

Section 11.02. Major Casualty; Lessees May Terminate Lease. If, during the Term, the Project or any part thereof shall be damaged or destroyed to such an extent as to render the Project unsatisfactory to Lessees for the purposes for which the same were used immediately prior to such damage or destruction or if Lessees deem it unwise to rebuild, repair and restore the Project (to be determined in the sole judgment of Lessees), Lessees, in lieu of rebuilding, restoring, replacing and repairing the Project, may prepay All Unpaid Installments of Rent. Such prepayment shall be made as of the first day of the

first month, occurring subsequent to 60 days after the date of such damage or destruction. Lessees shall deliver to Lessor at least 30 days before the proposed date of prepayment a certificate, signed by Lessees, stating that Lessees have elected to prepay All Unpaid Installments of Rent and the proposed date of prepayment and certifying that Lessees have determined in good faith that the Project has been damaged or destroyed to such an extent as to render the Project unsatisfactory to Lessees for the purposes for which the same was used immediately prior to such damage or destruction or that Lessees deem it unwise to rebuild, repair and restore. Upon payment in cash of All Unpaid Installments of Rent, Lessees shall be entitled to such insurance proceeds and the Trustee shall assign and pay over to Lessees all such insurance proceeds, provided that Lessees may request that such insurance proceeds be credited against All Unpaid Installments of Rent to be paid hereunder. The prepayment by Lessees shall be applied to the redemption of Bonds in accordance with Section ____ of the Indenture on the first date that Bonds may be redeemed pursuant to such section. In the event the amount prepaid by Lessees in accordance with this section cannot be used to redeem the Bonds within 30 days of such prepayment, Lessees shall deliver to the Trustee investment instructions relating to such amount in accordance with Section 2.03 hereof and an opinion of nationally recognized bond counsel acceptable to the Trustee to the effect that the investment of such amounts in accordance with the investment instructions will not have an adverse effect on the exclusion from gross income of interest on any Bond for federal income tax purposes.

Section 11.03. Casualty after Payment of Bonds. Notwithstanding any other provision of this Article XI, if all or any part of the Project shall be destroyed or damaged after the Bonds have been paid in full, (i) Lessees shall have no obligation to effect the repair or restoration of the Project, (ii) any insurance proceeds payable on account of such destruction or damage shall be paid to Lessees, and (iii) Lessees may elect by written notice to Lessor to terminate this Lease, in which event Lessees shall have no further liability hereunder.

ARTICLE XII

Additions, Alterations, Improvements, Replacements and New Construction

Section 12.01. Additions, Alterations and Improvements by Lessees. Subject to the Development and Operation Agreement, Lessees shall have the right to make additions to, alterations of, and improvements on the Project, structural or otherwise, and to construct additional facilities, at their expense, subject, however, to the provisions of Section 2.02. All such additions, alterations, improvements and additional facilities shall become part of the Project.

Subject to the Development and Operation Agreement, Lessees shall have the privilege of erecting any additional buildings and of remodeling the Project from time to time as they in their discretion may determine to be desirable for their uses and purposes, provided that such remodeling shall not damage the basic structure of the then existing Project or decrease their value, with no obligation to restore or return the Project to its original condition, but the cost of such new building or buildings and improvements and remodeling shall be paid for by the Lessees and upon the expiration or termination of this Lease shall belong to and be the property of Lessor, subject, however, to the right of Lessees to remove from the Project at any time before the expiration or termination of this Lease and while they are in good standing with reference to the payment of Basic Rent and performance of its other obligations hereunder, all improvements, furnishings, fixtures, equipment and appliances placed in or upon the Project by Lessees which can be removed without material damage to the existing buildings or structures or if they cannot be removed without such damage, then provided that Lessees repairs any damage caused by such removal.

Section 12.02. Installation and Removal of Furnishings and Fixtures by Lessees. Subject to the Development and Operation Agreement, Lessees may at any time or times during the Term install or commence the installation of any furnishings, equipment, fixtures or personal property to such extent as Lessees may deem desirable, and Lessees may also remove any furnishings, equipment or fixtures so installed by it, provided, however, that such installation or removal shall not be permitted to interfere with the construction of the Project or in any way damage the Project. All such furnishings, equipment, fixtures and other personal property which shall be acquired and installed at the expense of Lessees shall remain the property of Lessees and may be removed at any time and from time to time by Lessees.

Section 12.03. Additions and Alterations Not to Diminish Value of Project. The Project as improved or altered upon completion of additions, alterations, improvements or construction made pursuant to the provisions of this Article XII shall be of a value of not less than the value of the Project immediately prior to the making of such additions, alterations, improvements or the construction of additional facilities.

Section 12.04. Quality of Work; Compliance With Laws; Insurance. All work done in connection with such additions, alterations, improvements or construction shall be done promptly, and in good and workmanlike manner, and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof. Lessees shall maintain or cause to be maintained, at all times when any work is in process in connection with such additions, alterations, improvements or construction, workmen's compensation insurance covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessees or the Project.

ARTICLE XIII

Subletting and Assignments

Section 13.01. Continuing Obligations of Lessees. Subject to the Development and Operation Agreement, Lessees may sublet the Project or any part thereof, and may assign or otherwise transfer any or all of their rights and interest hereunder; provided, however, (a) that no assignment, transfer or sublease shall affect or reduce any of the obligations of Lessees hereunder, but all obligations of Lessees hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, and (b) that Lessees shall deliver to Lessor and Trustee not less than 10 days prior written notice of any such proposed assignment, transfer or sublease, together with an opinion of recognized bond counsel satisfactory to Trustee to the effect that such assignment, transfer or sublease will not affect the exclusion from federal income taxation of interest on the outstanding Bonds. Except as provided in the previous sentence, Lessees shall not sublet the Project or any part thereof, and shall not assign or otherwise transfer any or all of their rights and interest hereunder.

Section 13.02. Collection of Rent from Others; No Release of Lessees. If this Lease be assigned or transferred, or if the Project or any part thereof be sublet or occupied by anybody other than Lessees, Lessor may, after default by Lessees, collect rent from the assignee, transferee, subtenant, or similar occupant and apply the net amount collected to the Basic Rent and any other amounts reserved hereunder, but no such assignment, transfer, subletting, possession or collection shall be deemed the acceptance of the assignee, transferee, subtenant or similar possessor as lessees, or a waiver or release of Lessees from the performance of the terms, covenants and conditions of this Lease to be performed by Lessees. Any violation of any provision of this Lease, whether by act or omission, by an assignee, transferee, subtenant, or similar occupant, shall be deemed a violation of such provision by Lessees, it being the intention of the parties hereto that Lessees shall assume and be liable to Lessor for all and any acts and omissions of any and all assignees, transferees, subtenants and similar occupants.

ARTICLE XIV
Events of Default

Section 14.01. 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 Lessees 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 Lessor or the Trustee shall have given the Lessees 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 Lessees 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) any of the Lessees shall file a voluntary petition in bankruptcy, or shall be adjudicated as 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 Lessees or of all or any substantial part of their properties or of the Project 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 Lessees 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 any of the Lessees or of all or any substantial part of their properties or of the Project shall be appointed without the consent or acquiescence of the Lessees and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or
- (e) the Lessees shall contest the validity of enforceability of any provision of this Agreement.

Section 14.02. 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 Lessees from complying with the terms of this Agreement), the Trustee, as assignee of the Lessor, or any other Person who has succeeded to the rights of the Lessor hereunder, including the registered owners of the 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 Lessees under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

ARTICLE XV

Prepayment

Section 15.01. Option to Prepay. The Lessees shall have the right and option throughout the term hereof to prepay in whole or in part the Rent Payments due hereunder at the prices and upon the terms hereinafter set forth.

Section 15.02. Optional Prepayment Price.

(a) If the 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 Bonds as of the designated Redemption Date, plus interest and Additional Rent accrued thereon to the Redemption Date of the Bonds.

(b) If the 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 Rent accrued to the Redemption Date.

(c) If any of the 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 Rent and interest (including interest at the Bank Rate and Excess Interest, if applicable) accrued to the Redemption Date.

Section 15.03. Notice of Prepayment. The Lessees shall give notice of their intent to prepay Rent Payments due under this Agreement 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 Lessees to prepay the Rent Payments due hereunder or a portion thereof, the proposed Prepayment Date, the proposed Redemption Date for the Bonds and, in the case of a partial prepayment, the principal amount of the Bonds to be redeemed. The Lessees 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 Lessees, and the Lessor and Trustee are entitled to rely on said instructions. After the notice of prepayment has been given as above provided, the Bonds shall not be converted from one Interest Rate Mode to another Interest Rate Mode and 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 15.04. Partial Prepayment. If the Lessees exercises their right and option to prepay the Rental Payments in part, the prepayment shall be in an amount such that the Bonds remaining Outstanding after the Redemption Date will be in an Authorized Denomination and no portion of a Bond shall be redeemed that would result in a Bond remaining Outstanding that is smaller than the minimum Authorized Denomination for the Bonds. The principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit A as Lessees shall elect by written notice to the Trustee.

Section 15.05. Deposit of Prepayment Amount. If the 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 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 15.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Agreement shall not terminate on the date on which the Lessees shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Lessor), nor shall the Lessees obligations hereunder cease until the Lessees 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 Bonds are Outstanding and unpaid, and until the Lessees shall have discharged or made provision satisfactory to Lessor 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 XVI

Indemnification

Section 16.01. Indemnification of Trustee and Lessor. The Lessees covenant and agree, to the extent they are authorized by applicable law, to indemnify the Trustee and the Lessor and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee and the Lessor (the Trustee, each successor trustee, the Lessor 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 and the Lessor thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Lessees, this Agreement or the 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 Lessees 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 XVII

Special Provisions

Section 17.01. Percentage Liability of Lessees. Each and every monetary obligation of Lessees hereunder shall not be a joint and several obligation of the Lessees. Each of Lessees shall be liable for that portion of each such monetary obligation that is equal to the percentage shown for each Lessee on Schedule D attached hereto multiplied by the amount of such monetary obligation. Each of the Lessees shall be deemed to have leased pursuant to this Lease that portion of the Project that is equal to the percentage shown for such Lessee on Schedule B attached hereto, provided that each Lessee grants to all of the other Lessees an irrevocable license to use and have access to the entire Project.

Section 17.02. Pledge of Taxing Power. Each of Lessees covenants that it shall provide for the levy and collection of a tax sufficient to pay when due the annual amount payable by it under this Lease subject to the limitations of Section _____ as and when it becomes due and payable and to pay all other

expenses of maintaining and operating the Project required to be paid by such Lessee under the terms of this Lease, including any Additional Rent payable hereunder. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of Lessees. Such tax shall not be included within any statutory or other limitation of rate or amount for each Lessee 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 each Lessee from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Lease, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amount payable hereunder have been paid in full.

ARTICLE XVIII

Miscellaneous

Section 18.01. Waiver of Statutory Rights. The rights and remedies of the Lessor and the Lessees 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 18.02. Non-Waiver by Lessor. No failure by Lessor 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 18.03. Remedies Cumulative. Each right, power and remedy of Lessor 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 Lessor 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 Lessor or Trustee of any or all such other rights, powers or remedies.

Section 18.04. Amendments, Changes and Modification. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Bonds and prior to the payment in full of the 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 18.05. 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 18.06. 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 18.07. 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,

If to the Board: The Industrial Development Board of Blount County,
Tennessee

Maryville, Tennessee _____

Fax: _____

If to the College: Maryville College

Maryville, Tennessee _____

Fax: _____

If to the County: Blount County, Tennessee

Maryville, Tennessee _____

Fax: _____

If to Maryville: City of Maryville, Tennessee

Maryville, Tennessee _____

Fax: _____

If to Alcoa City of Alcoa, Tennessee

Alcoa, Tennessee _____

Fax: _____

If to the Trustee:

_____, Tennessee _____

Fax: _____

If to Alcoa City of Alcoa, Tennessee

Alcoa, Tennessee _____

Fax: _____

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 Lessor shall promptly forward to the Lessees copies of any notice received by it from the Trustee under the Indenture.

Section 18.08. 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 18.09. 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 18.10. 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 18.11. Amendments, Changes and Modifications of Indenture. The Lessor covenants and agrees that it will not, without the prior written consent of the Lessees and the Bond Insurer, enter into or consent to any amendment, change or modification of the Indenture which would adversely affect the Lessees rights under this Agreement.

Section 18.12. No Liability of Lessor's and Lessees'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 Lessor or the Lessees, either directly or through the Lessor or the Lessees. 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 Lessees and the Lessor against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Agreement.

Section 18.13. Refunding of the Bonds. The Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Lessees. In the event the Bonds are refunded by Bonds issued by the Lessor, all references in this Agreement to (i) the 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 18.14. Continuing Disclosure. In the event the Bonds are not exempt under Section 15c2-12, the Lessees hereby covenant and agree 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 Bonds. The Authorized Lessee Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Lessees 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 Lessees to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

[Signature Page Follows]

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY, TENNESSEE has executed this Lease by causing its name to be hereunto subscribed by its Chairman and its corporate seal to be impressed hereon and attested by its Secretary; and BLOUNT COUNTY, TENNESSEE, CITY OF MARYVILLE, TENNESSEE, and CITY OF ALCOA, TENNESSEE, have executed this Lease by causing their names to be hereunto subscribed by their duly authorized officers, all being done as of the day and year first above written, but actually on the dates hereinafter indicated in the acknowledgments.

THE INDUSTRIAL DEVELOPMENT BOARD
OF BLOUNT COUNTY, TENNESSEE

By: _____
Chairman

(SEAL)

ATTEST

Secretary

BLOUNT COUNTY, TENNESSEE

By: _____
County Executive

(SEAL)

ATTEST

County Clerk

CITY OF MARYVILLE

By: _____
Mayor

(SEAL)

ATTEST

City Recorder

CITY OF ALCOA

By:_____
Mayor

(SEAL)

ATTEST

City Recorder

EXHIBIT A

COMPLETION CERTIFICATE

The undersigned, being an Authorized Lessor Representative within the meaning of that term as set forth in a Lease Agreement (the "Lease Agreement"), dated as of _____ 1, 200_, by and between The Industrial Development Board of Blount County, Tennessee and Blount County, Tennessee, the City of Maryville, Tennessee and the City of Alcoa, Tennessee (the "Lessees"), submits this Completion Certificate on behalf of the Lessor pursuant to Section 2.05 of the Lease Agreement, as follows:

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

INDUSTRIAL DEVELOPMENT BOARD OF
BLOUNT COUNTY, TENNESSEE

Name: _____

Title: _____

EXHIBIT B
PRINCIPAL REDUCTION SCHEDULE

Date
(May 25)

Principal

SCHEDULE C

SCHEDULE C TO LEASE dated as of _____ 200_, by and between The Industrial Development Board of Blount County, Tennessee, as Lessor, and Blount County, Tennessee, City of Maryville, Tennessee and City of Alcoa, Tennessee, as Lessees.

Percentage Liabilities of Lessees
Under Lease

BLOUNT COUNTY	47.5%
CITY OF MARYVILLE	37.5%
CITY OF ALCOA	15.0%



Tennessee County Commissioners Association

Doug Goddard, Executive Director
226 Capitol Blvd., Suite 705
Nashville, Tennessee 37219-1896
(615) 532-3767 phone
(615) 532-3769 fax
pdgoddard@aol.com

MEMORANDUM

TO: TCCA BOARD OF DIRECTORS
TCCA LEGISLATIVE COMMITTEE
TCCA COUNTY CHAIRPERSONS

FROM: DOUG GODDARD, EXECUTIVE DIRECTOR

DATE: OCTOBER 19, 2005

SUBJECT: ENCLOSED RESOLUTIONS

Enclosed are three resolutions for your consideration. The first resolution honoring the Tennessee National Guard was passed by Rutherford County and forwarded to me by a member of our guard headquarters staff.

The other two resolutions were requested by several counties during our fall meetings. Please modify and use these resolutions as you see fit.

Enclosures



RESOLUTION _____
TO OPPOSE SENATE JOINT RESOLUTION 1 RELATIVE TO PROPERTY TAX RELIEF

WHEREAS, in 2004, Senate Joint Resolution 1 was introduced to propose an amendment to Article II, Section 28, of the Constitution of the State of Tennessee, to authorize a new method of property tax relief for senior citizens in Tennessee; and

WHEREAS, the program proposed by Senate Joint Resolution 1 would freeze property taxes for elderly taxpayers at the amount paid when the program is enacted or when the taxpayer turns sixty-five years of age; and

WHEREAS, the language of Senate Joint Resolution 1 provides little detail with regard to the parameters of the program which would be established by the General Assembly in the future; and

WHEREAS, the program would be authorized and paid for by local governments, but control of the specifics of the program would rest with the General Assembly; and

WHEREAS, if the program described in Senate Joint Resolution 1 is authorized, there would be substantial political pressure for local governments to establish such programs which would then be under the discretion and control of the General Assembly; and

WHEREAS, a program for low income elderly property tax relief is already authorized under state law pursuant to Tennessee Code Annotated, Section 67-5-701, *et seq.* and provides a significant level of relief to needy taxpayers.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of _____ County, meeting in _____ session on this ____ day of _____, 200__, that the Tennessee General Assembly is strongly urged to defeat Senate Joint Resolution 1 and to reject similar legislative proposals which would have the effect of authorizing local property tax relief programs where the parameters and conditions of such programs are outside the control of the local government adopting such program.

BE IT FURTHER RESOLVED, that the county clerk shall mail certified copies of this resolution to the members of the Tennessee General Assembly representing the people of _____ County.

Adopted this ____ day of _____, 200__.

APPROVED: _____
County Mayor

ATTEST: _____
County Clerk



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**DP-1. Profile of General Demographic Characteristics: 2000**Data Set: [Census 2000 Summary File 1 \(SF 1\) 100-Percent Data](#)Geographic Area: **Tennessee**

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Subject	Number	Percent
Total population	5,689,283	100.0
SEX AND AGE		
Male	2,770,275	48.7
Female	2,919,008	51.3
Under 5 years	374,880	6.6
5 to 9 years	395,813	7.0
10 to 14 years	395,155	6.9
15 to 19 years	395,184	6.9
20 to 24 years	386,345	6.8
25 to 34 years	815,901	14.3
35 to 44 years	902,527	15.9
45 to 54 years	786,916	13.8
55 to 59 years	293,942	5.2
60 to 64 years	239,309	4.2
65 to 74 years	382,852	6.7
75 to 84 years	238,994	4.2
85 years and over	81,465	1.4
Median age (years)	35.9	(X)
18 years and over	4,290,762	75.4
Male	2,051,741	36.1
Female	2,239,021	39.4
21 years and over	4,046,450	71.1
62 years and over	842,141	14.8
65 years and over	703,311	12.4
Male	281,882	5.0
Female	421,429	7.4
RACE		
One race	5,626,174	98.9
White	4,563,310	80.2
Black or African American	932,809	16.4
American Indian and Alaska Native	15,152	0.3
Asian	56,662	1.0
Asian Indian	12,835	0.2
Chinese	9,426	0.2
Filipino	5,426	0.1
Japanese	4,304	0.1
Korean	7,395	0.1
Vietnamese	7,007	0.1
Other Asian ¹	10,269	0.2
Native Hawaiian and Other Pacific Islander	2,205	0.0
Native Hawaiian	539	0.0
Guamanian or Chamorro	696	0.0
Samoan	544	0.0

Subject	Number	Percent
Other Pacific Islander ²	426	0.0
Some other race	56,036	1.0
Two or more races	63,109	1.1
Race alone or in combination with one or more other races ³		
White	4,617,553	81.2
Black or African American	953,349	16.8
American Indian and Alaska Native	39,188	0.7
Asian	68,918	1.2
Native Hawaiian and Other Pacific Islander	4,587	0.1
Some other race	72,929	1.3
HISPANIC OR LATINO AND RACE		
Total population	5,689,283	100.0
Hispanic or Latino (of any race)	123,838	2.2
Mexican	77,372	1.4
Puerto Rican	10,303	0.2
Cuban	3,695	0.1
Other Hispanic or Latino	32,468	0.6
Not Hispanic or Latino	5,565,445	97.8
White alone	4,505,930	79.2
RELATIONSHIP		
Total population	5,689,283	100.0
In households	5,541,337	97.4
Householder	2,232,905	39.2
Spouse	1,173,960	20.6
Child	1,611,789	28.3
Own child under 18 years	1,239,200	21.8
Other relatives	287,253	5.0
Under 18 years	126,284	2.2
Nonrelatives	235,430	4.1
Unmarried partner	93,948	1.7
In group quarters	147,946	2.6
Institutionalized population	83,397	1.5
Noninstitutionalized population	64,549	1.1
HOUSEHOLDS BY TYPE		
Total households	2,232,905	100.0
Family households (families)	1,547,835	69.3
With own children under 18 years	707,305	31.7
Married-couple family	1,173,960	52.6
With own children under 18 years	499,298	22.4
Female householder, no husband present	287,899	12.9
With own children under 18 years	165,842	7.4
Nonfamily households	685,070	30.7
Householder living alone	576,401	25.8
Householder 65 years and over	201,850	9.0
Households with individuals under 18 years	785,816	35.2
Households with individuals 65 years and over	502,332	22.5
Average household size	2.48	(X)
Average family size	2.99	(X)
HOUSING OCCUPANCY		
Total housing units	2,439,443	100.0
Occupied housing units	2,232,905	91.5
Vacant housing units	206,538	8.5
For seasonal, recreational, or occasional use	36,712	1.5
Homeowner vacancy rate (percent)	2.0	(X)

Subject	Number	Percent
Rental vacancy rate (percent)	8.8	(X)
HOUSING TENURE		
Occupied housing units	2,232,905	100.0
Owner-occupied housing units	1,561,363	69.9
Renter-occupied housing units	671,542	30.1
Average household size of owner-occupied unit	2.57	(X)
Average household size of renter-occupied unit	2.29	(X)

(X) Not applicable

¹ Other Asian alone, or two or more Asian categories.² Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.³ In combination with one or more other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3, P4, P8, P9, P12, P13, P17, P18, P19, P20, P23, P27, P28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11, and H12.

QT-P1. Age Groups and Sex: 2000Data Set: [Census 2000 Summary File 1 \(SF 1\) 100-Percent Data](#)Geographic Area: **Tennessee**

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see

<http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Age	Number			Percent			Males per 100 females
	Both sexes	Male	Female	Both sexes	Male	Female	
Total population	5,689,283	2,770,275	2,919,008	100.0	100.0	100.0	94.9
Under 5 years	374,880	192,283	182,597	6.6	6.9	6.3	105.3
5 to 9 years	395,813	203,330	192,483	7.0	7.3	6.6	105.6
10 to 14 years	395,155	202,772	192,383	6.9	7.3	6.6	105.4
15 to 19 years	395,184	202,558	192,626	6.9	7.3	6.6	105.2
20 to 24 years	386,345	194,742	191,603	6.8	7.0	6.6	101.6
25 to 29 years	403,829	203,113	200,716	7.1	7.3	6.9	101.2
30 to 34 years	412,072	205,955	206,117	7.2	7.4	7.1	99.9
35 to 39 years	453,327	223,109	230,218	8.0	8.1	7.9	96.9
40 to 44 years	449,200	219,802	229,398	7.9	7.9	7.9	95.8
45 to 49 years	412,704	201,425	211,279	7.3	7.3	7.2	95.3
50 to 54 years	374,212	183,503	190,709	6.6	6.6	6.5	96.2
55 to 59 years	293,942	142,367	151,575	5.2	5.1	5.2	93.9
60 to 64 years	239,309	113,434	125,875	4.2	4.1	4.3	90.1
65 to 69 years	204,571	93,261	111,310	3.6	3.4	3.8	83.8
70 to 74 years	178,281	77,213	101,068	3.1	2.8	3.5	76.4
75 to 79 years	144,848	56,970	87,878	2.5	2.1	3.0	64.8
80 to 84 years	94,146	32,595	61,551	1.7	1.2	2.1	53.0
85 to 89 years	53,773	15,590	38,183	0.9	0.6	1.3	40.8
90 years and over	27,692	6,253	21,439	0.5	0.2	0.7	29.2
Under 18 years	1,398,521	718,534	679,987	24.6	25.9	23.3	105.7
18 to 64 years	3,587,451	1,769,859	1,817,592	63.1	63.9	62.3	97.4
18 to 24 years	548,856	277,151	271,705	9.6	10.0	9.3	102.0
25 to 44 years	1,718,428	851,979	866,449	30.2	30.8	29.7	98.3
25 to 34 years	815,901	409,068	406,833	14.3	14.8	13.9	100.5
35 to 44 years	902,527	442,911	459,616	15.9	16.0	15.7	96.4
45 to 64 years	1,320,167	640,729	679,438	23.2	23.1	23.3	94.3
45 to 54 years	786,916	384,928	401,988	13.8	13.9	13.8	95.8
55 to 64 years	533,251	255,801	277,450	9.4	9.2	9.5	92.2
65 years and over	703,311	281,882	421,429	12.4	10.2	14.4	66.9

Age	Number			Percent			Males per 100 females
	Both sexes	Male	Female	Both sexes	Male	Female	
65 to 74 years	382,852	170,474	212,378	6.7	6.2	7.3	80.3
75 to 84 years	238,994	89,565	149,429	4.2	3.2	5.1	59.9
85 years and over	81,465	21,843	59,622	1.4	0.8	2.0	36.6
16 years and over	4,445,987	2,132,142	2,313,845	78.1	77.0	79.3	92.1
18 years and over	4,290,762	2,051,741	2,239,021	75.4	74.1	76.7	91.6
21 years and over	4,046,450	1,928,094	2,118,356	71.1	69.6	72.6	91.0
60 years and over	942,620	395,316	547,304	16.6	14.3	18.7	72.2
62 years and over	842,141	347,362	494,779	14.8	12.5	17.0	70.2
67 years and over	618,138	242,686	375,452	10.9	8.8	12.9	64.6
75 years and over	320,459	111,408	209,051	5.6	4.0	7.2	53.3
Median age (years)	35.9	34.5	37.2	(X)	(X)	(X)	(X)

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P13 and PCT12.


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[Help](#)
DP-1. Profile of General Demographic Characteristics: 2000

 Data Set: [Census 2000 Summary File 1 \(SF 1\) 100-Percent Data](#)

 Geographic Area: **Blount County, Tennessee**

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Subject	Number	Percent
Total population	105,823	100.0
SEX AND AGE		
Male	51,227	48.4
Female	54,596	51.6
Under 5 years	6,105	5.8
5 to 9 years	6,866	6.5
10 to 14 years	7,050	6.7
15 to 19 years	6,874	6.5
20 to 24 years	6,060	5.7
25 to 34 years	14,219	13.4
35 to 44 years	16,873	15.9
45 to 54 years	15,609	14.8
55 to 59 years	6,258	5.9
60 to 64 years	4,995	4.7
65 to 74 years	7,832	7.4
75 to 84 years	5,387	5.1
85 years and over	1,695	1.6
Median age (years)	38.4	(X)
18 years and over	81,693	77.2
Male	38,886	36.7
Female	42,807	40.5
21 years and over	77,657	73.4
62 years and over	17,805	16.8
65 years and over	14,914	14.1
Male	6,059	5.7
Female	8,855	8.4
RACE		
One race	104,775	99.0
White	100,241	94.7
Black or African American	3,077	2.9
American Indian and Alaska Native	308	0.3
Asian	759	0.7
Asian Indian	52	0.0
Chinese	71	0.1
Filipino	81	0.1
Japanese	381	0.4
Korean	69	0.1
Vietnamese	34	0.0
Other Asian ¹	71	0.1
Native Hawaiian and Other Pacific Islander	27	0.0
Native Hawaiian	12	0.0
Guamanian or Chamorro	4	0.0
Samoan	9	0.0

Subject	Number	Percent
Other Pacific Islander ²	2	0.0
Some other race	363	0.3
Two or more races	1,048	1.0
Race alone or in combination with one or more other races ³		
White	101,232	95.7
Black or African American	3,310	3.1
American Indian and Alaska Native	879	0.8
Asian	916	0.9
Native Hawaiian and Other Pacific Islander	45	0.0
Some other race	527	0.5
HISPANIC OR LATINO AND RACE		
Total population	105,823	100.0
Hispanic or Latino (of any race)	1,120	1.1
Mexican	640	0.6
Puerto Rican	89	0.1
Cuban	45	0.0
Other Hispanic or Latino	346	0.3
Not Hispanic or Latino	104,703	98.9
White alone	99,596	94.1
RELATIONSHIP		
Total population	105,823	100.0
In households	103,725	98.0
Householder	42,667	40.3
Spouse	24,936	23.6
Child	28,578	27.0
Own child under 18 years	21,847	20.6
Other relatives	4,145	3.9
Under 18 years	1,694	1.6
Nonrelatives	3,399	3.2
Unmarried partner	1,482	1.4
In group quarters	2,098	2.0
Institutionalized population	1,179	1.1
Noninstitutionalized population	919	0.9
HOUSEHOLDS BY TYPE		
Total households	42,667	100.0
Family households (families)	30,642	71.8
With own children under 18 years	12,997	30.5
Married-couple family	24,936	58.4
With own children under 18 years	9,933	23.3
Female householder, no husband present	4,264	10.0
With own children under 18 years	2,332	5.5
Nonfamily households	12,025	28.2
Householder living alone	10,391	24.4
Householder 65 years and over	4,060	9.5
Households with individuals under 18 years	14,199	33.3
Households with individuals 65 years and over	10,502	24.6
Average household size	2.43	(X)
Average family size	2.88	(X)
HOUSING OCCUPANCY		
Total housing units	47,059	100.0
Occupied housing units	42,667	90.7
Vacant housing units	4,392	9.3
For seasonal, recreational, or occasional use	1,115	2.4
Homeowner vacancy rate (percent)	2.2	(X)

Subject	Number	Percent
Rental vacancy rate (percent)	10.1	(X)
HOUSING TENURE		
Occupied housing units	42,667	100.0
Owner-occupied housing units	32,381	75.9
Renter-occupied housing units	10,286	24.1
Average household size of owner-occupied unit	2.49	(X)
Average household size of renter-occupied unit	2.23	(X)

(X) Not applicable

¹ Other Asian alone, or two or more Asian categories.² Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.³ In combination with one or more other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3, P4, P8, P9, P12, P13, P17, P18, P19, P20, P23, P27, P28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11, and H12.

QT-P1. Age Groups and Sex: 2000Data Set: [Census 2000 Summary File 1 \(SF 1\) 100-Percent Data](#)Geographic Area: **Blount County, Tennessee**

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see

<http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Age	Number			Percent			Males per 100 females
	Both sexes	Male	Female	Both sexes	Male	Female	
Total population	105,823	51,227	54,596	100.0	100.0	100.0	93.8
Under 5 years	6,105	3,073	3,032	5.8	6.0	5.6	101.4
5 to 9 years	6,866	3,497	3,369	6.5	6.8	6.2	103.8
10 to 14 years	7,050	3,647	3,403	6.7	7.1	6.2	107.2
15 to 19 years	6,874	3,557	3,317	6.5	6.9	6.1	107.2
20 to 24 years	6,060	3,049	3,011	5.7	6.0	5.5	101.3
25 to 29 years	6,701	3,311	3,390	6.3	6.5	6.2	97.7
30 to 34 years	7,518	3,691	3,827	7.1	7.2	7.0	96.4
35 to 39 years	8,452	4,166	4,286	8.0	8.1	7.9	97.2
40 to 44 years	8,421	4,089	4,332	8.0	8.0	7.9	94.4
45 to 49 years	8,037	3,919	4,118	7.6	7.7	7.5	95.2
50 to 54 years	7,572	3,732	3,840	7.2	7.3	7.0	97.2
55 to 59 years	6,258	3,020	3,238	5.9	5.9	5.9	93.3
60 to 64 years	4,995	2,417	2,578	4.7	4.7	4.7	93.8
65 to 69 years	4,234	1,991	2,243	4.0	3.9	4.1	88.8
70 to 74 years	3,598	1,523	2,075	3.4	3.0	3.8	73.4
75 to 79 years	3,252	1,288	1,964	3.1	2.5	3.6	65.6
80 to 84 years	2,135	780	1,355	2.0	1.5	2.5	57.6
85 to 89 years	1,152	366	786	1.1	0.7	1.4	46.6
90 years and over	543	111	432	0.5	0.2	0.8	25.7
Under 18 years	24,130	12,341	11,789	22.8	24.1	21.6	104.7
18 to 64 years	66,779	32,827	33,952	63.1	64.1	62.2	96.7
18 to 24 years	8,825	4,482	4,343	8.3	8.7	8.0	103.2
25 to 44 years	31,092	15,257	15,835	29.4	29.8	29.0	96.3
25 to 34 years	14,219	7,002	7,217	13.4	13.7	13.2	97.0
35 to 44 years	16,873	8,255	8,618	15.9	16.1	15.8	95.8
45 to 64 years	26,862	13,088	13,774	25.4	25.5	25.2	95.0
45 to 54 years	15,609	7,651	7,958	14.8	14.9	14.6	96.1
55 to 64 years	11,253	5,437	5,816	10.6	10.6	10.7	93.5
65 years and over	14,914	6,059	8,855	14.1	11.8	16.2	68.4

Age	Number			Percent			Males per 100 females
	Both sexes	Male	Female	Both sexes	Male	Female	
65 to 74 years	7,832	3,514	4,318	7.4	6.9	7.9	81.4
75 to 84 years	5,387	2,068	3,319	5.1	4.0	6.1	62.3
85 years and over	1,695	477	1,218	1.6	0.9	2.2	39.2
16 years and over	84,420	40,309	44,111	79.8	78.7	80.8	91.4
18 years and over	81,693	38,886	42,807	77.2	75.9	78.4	90.8
21 years and over	77,657	36,795	40,862	73.4	71.8	74.8	90.0
60 years and over	19,909	8,476	11,433	18.8	16.5	20.9	74.1
62 years and over	17,805	7,461	10,344	16.8	14.6	18.9	72.1
67 years and over	13,057	5,176	7,881	12.3	10.1	14.4	65.7
75 years and over	7,082	2,545	4,537	6.7	5.0	8.3	56.1
Median age (years)	38.4	37.2	39.6	(X)	(X)	(X)	(X)

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P13 and PCT12.

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, from S-Suburbanizing District to C-Commercial District for property described as 1211 William Blount Drive, Tax Map 67.00 Parcel 31, for a depth of 600 feet off of the William Blount Drive right-of-way.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this _____, 2005:

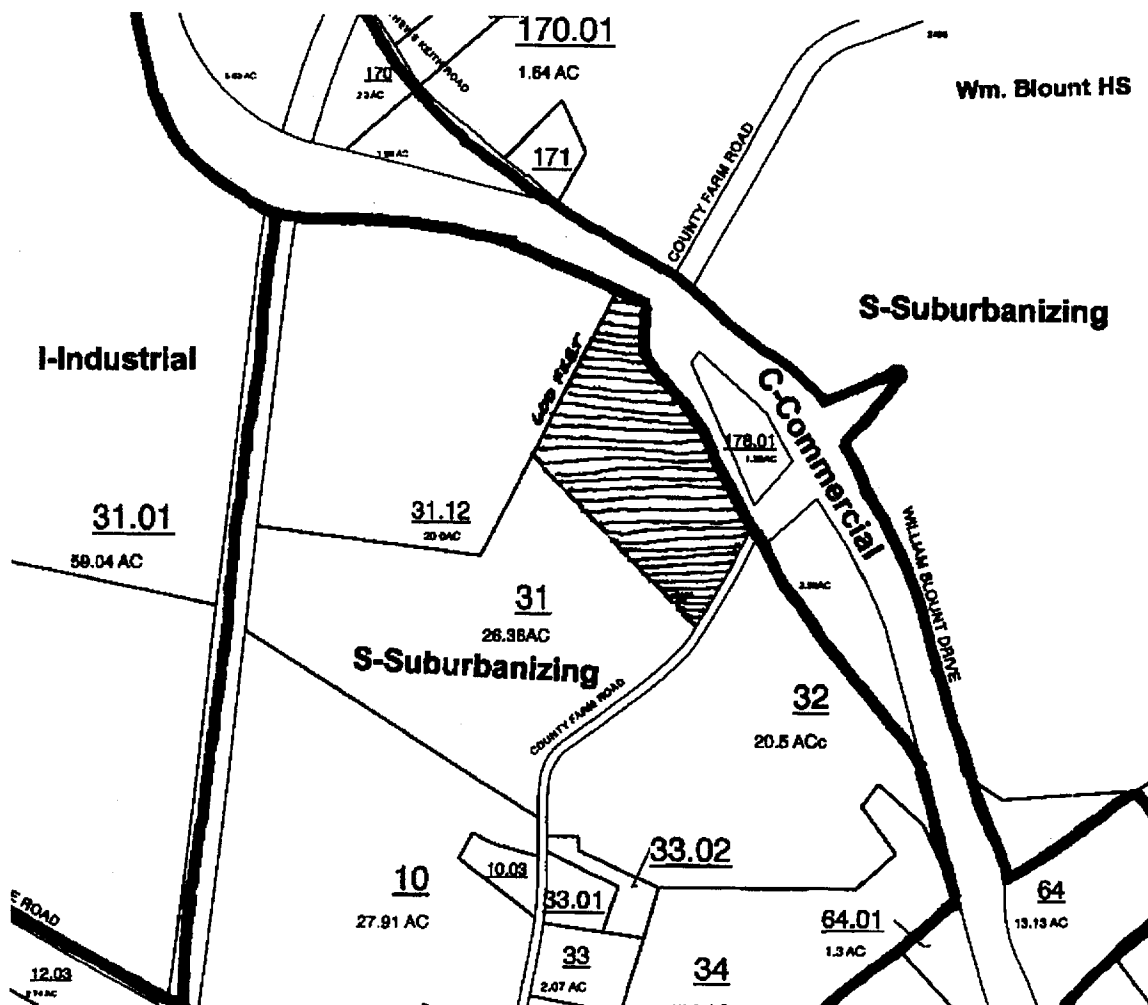
WHEREAS, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations, including a zoning map, in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

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:

That the Zoning Map of Blount County, Tennessee, be amended by rezoning land from S-Suburbanizing to C-Commercial for property located at 1211 William Blount Drive, Tax Map 67.00 Parcel 31, also fronting County Farm Road, for a depth of 600 feet off of the William Blount Drive right-of-way, as shown hatched on map below.



**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

Think Quality - Think Future

Blount County Planning Department

Blount County Courthouse - 327 Court Street
Maryville, TN 37804-5906

Tel (865) 273-5750 - FAX (865) 273-5759

e-mail - planning@blounttn.org

on-line - www.blounttn.org/planning/

MEMORANDUM

TO: Blount County Commission

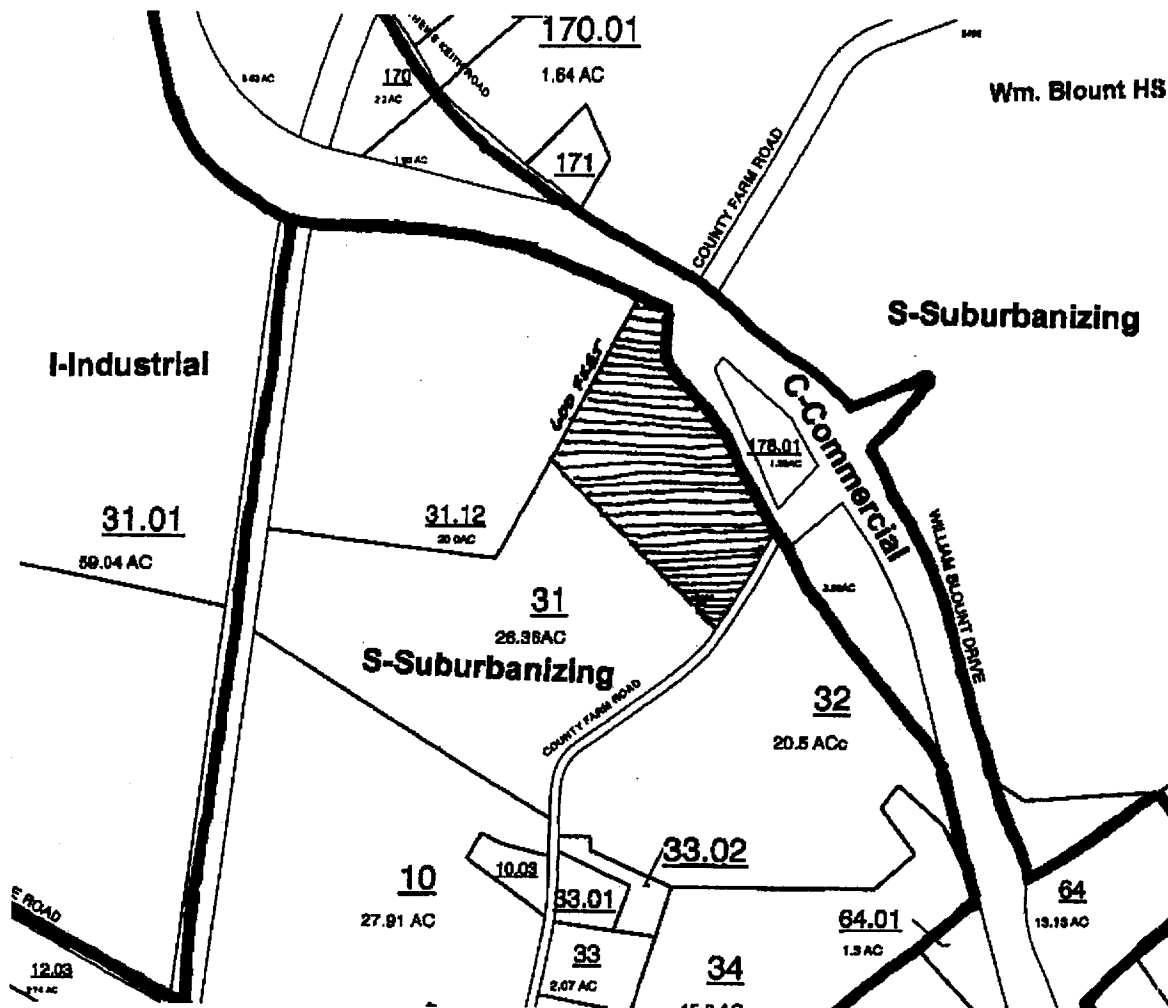
FROM: John Lamb 

DATE: July 29, 2005

SUBJECT: Recommendation to amend the Zoning Map of Blount County, Tennessee, from S-Suburbanizing to C-Commercial for property located at 1211 William Blount Drive, Tax Map 67.00 Parcel 31, for a depth of 600 feet off of the William Blount Drive right-of-way.

Lyle Lee requests rezoning of land for a depth of 600 feet fronting on William Blount Drive. See shaded portion of map on following page. The land also has frontage along County Farm Road. The Blount County Planning Commission at its July 28, 2005 regular meeting held public hearing and voted unanimously to recommend the rezoning. This item comes for setting of public hearing on quarterly basis in October. This item will also be forwarded to the Maryville Planning Commission for their review and recommendation on the proposal within their planning region. The following is staff analysis for background.

The land subject to rezoning request is vacant, presently or formerly in agricultural use. The remainder of the land (parcel 31) is or was formerly in agricultural use, and also contains a residence. Parcel 31.12 was formerly part of the same farm, but is now owned by a church, with plans for construction of a new church building. Parcels 31 and 31.12 are adjacent to a rail road to the west, and parcel 31.01 across the railroad contains a large industrial use (ELDON) zoned industrial.



Parcel 178.01 at corner of William Blount and County Farm Road is also owned by Mr. Lee, is vacant and is zoned commercial. Parcel 178.01 was recently sold at auction by the County. The remnant of right-right-of-way separating parcel 178.01 from the remainder of Mr. Lee's land is presently under request for abandonment.

To the immediate south across County Farm Road are two parcels. The unnumbered 2.93 acre parcel is zoned commercial, is vacant, and was part of the auction by the County recently. Parcel 32 is zoned S-Suburbanizing, but contains two existing businesses – Bobby Beaty Used Cars (with associated junk yard) and Shirley's General Store. The depth of the rezoning request would not be in conflict with the existing commercial uses across County Farm Road. The remainder use of parcel 32 is agricultural with a residence. Other parcels south along County Farm Road show a mix of residential and agricultural use.

Across William Blount Drive shows a mix of uses, including mini-warehouses, residence, agriculture and public schools.

The frontage of subject property along William Blount Drive lines up with intersection of County Farm Road to the east providing access to William Blount High School. The other County Farm Road intersection to the south lines up with alternate access to the High School. Entrance to William Blount Middle School is a short distance to the south. Any commercial use in the area may need careful site design to mitigate and account for intermittent congestion and heavy traffic flows as the schools open and close during school days. Any commercial access to County Farm Road may also require improvements to the road to accommodate increased traffic.

The request for rezoning is consistent with the Land Use Plan that identifies the William Blount Drive corridor for transition to commercial use, and would constitute an expansion of existing C-Commercial zoning in the area. The request for rezoning to C-Commercial is also generally consistent with the 1101 growth plan that identifies this area for high density use. Sewer is not presently available to the land, but the owner has indicated that sewer could be extended. Actual intensity of use will depend on sewer service.

The request falls within the planning region and Urban Growth Boundary for the City of Maryville, and will also be reviewed by the Maryville Planning Commission for independent recommendation to the County Commission.



Planning Department
416 West Broadway
Maryville, TN 37801
(865) 273-3502 phone
(865) 273-3525 fax

jnewton@ci.maryville.tn.us

August 16, 2005

Mr. John Lamb
Blount County Planning Department
327 Court Street
Maryville, TN 37804

RE: AMENDMENT TO THE COUNTY'S ZONING RESOLUTION

Dear John:

On August 15, 2005, the Maryville Regional Planning Commission, with seven members present, voted unanimously to endorse the following two resolutions:

PROPOSED REZONING FROM S-SUBURBANIZING TO C-COMMERCIAL FOR PROPERTY
LOCATED AT 1211 WILLIAM BLOUNT DRIVE.

PROPOSED AMENDMENTS TO THE BLOUNT COUNTY ZONING SIGN REGULATIONS.

If I can be of further assistance, give me a call at 981-1342.

Sincerely,

Jackie S. Newton
Planning Technician

Director of Schools

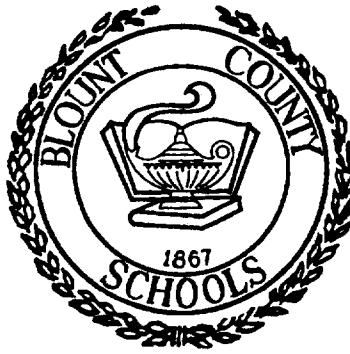
Mr. Alvin Hord

Assistant Director of Schools

Dr. David Cook

(865) 984-1212

FAX (865) 980-1002



**BOARD OF
EDUCATION**

Chris Cantrell
John P. Davis, Jr.
Charles Finley
Dr. Don McNelly
William Miller
Donald L. Talbott
Mike Treadway

831 GRANDVIEW DRIVE
MARYVILLE, TENNESSEE 37803

November 4, 2005

Blount County Commission
Attn: Rhonda Pitts
Blount County Courthouse
359 South Court Street
Maryville, Tennessee 37804

Dear Commissioners:

The Blount County Board of Education voiced objections at the Regular School Board meeting on Thursday, November 3 to the county rezoning property across from William Blount Middle School and William Blount High School.

The board voted unanimously to oppose the rezoning of property for commercial use.

It is the consensus of the board that whatever is built on the property be conducive to schools and consideration given to the congestion and heavy traffic flow during school hours.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Alvin Hord'.

Alvin Hord, Secretary
Blount County Board of Education

To Whom It May Concern:

Can you please distribute copies of this letter to the commissioners at the October 20, 2005 County Commission meeting with the rest of their paperwork for the meeting.

Thanks,

A handwritten signature in cursive script that reads "Michael Gribble".

Michael Gribble
742 Dotson Memorial Road
Maryville, TN 37801
Ph. 982-1477

I am a resident of the sixth commission district represented by Commissioners Cardin and Gray.

October 20, 2005

I am unable to attend the County Commission meeting tonight due to a death in the family and the funeral is in Calhoun, Georgia. I would like for the Chairman of the County Commission, or one of my Commissioners, to read the statement below into the record at the appropriate time.

As a resident in the sixth district, I would like to ask that the following action be taken;

Please defer for one month, or until a second public hearing can be scheduled, the "Resolution to amend the zoning map of Blount County, Tennessee, from S-Suburbanizing District to C-Commercial District for property described as 1211 William Blount Drive, Tax map 7.00 Parcel 31, for a depth of 600 feet off of the William Blount Drive right-of-way.

I am requesting this action for the following reasons;

1. I don't feel that the public hearing for this issue was very well publicized. The County Commission held a special meeting October 11, 2005 and no one was in attendance except the County Commissioners.
2. The only other time I saw this item even mentioned in the County website meeting notes is on July 28, 2005 at a Planning Commission meeting.
3. On August 18, 2005 at the County Commission meeting and on other occasions there was another parcel discussed on William Blount Drive. That property had a property and sewer line easement issue. Some residents may have confused these two issues as the same one since both properties adjacent to, or across the street from, the Middle and High Schools.
4. The property is currently zoned for S-Suburbanizing. At the Planning Commission meeting of July 28, 2005, John Lamb indicated that there would be traffic concerns if this property is rezoned since this is located directly across the street from two schools.
5. I believe that many residents, like myself, who live at or near William Blount Drive in the sixth district, would prefer that any zoning changes be looked at very closely before being approved. This area has several homes, two schools and two-day cares. There are a lot of children in this area and their safety should be considered before rezoning to allow more businesses to locate here.

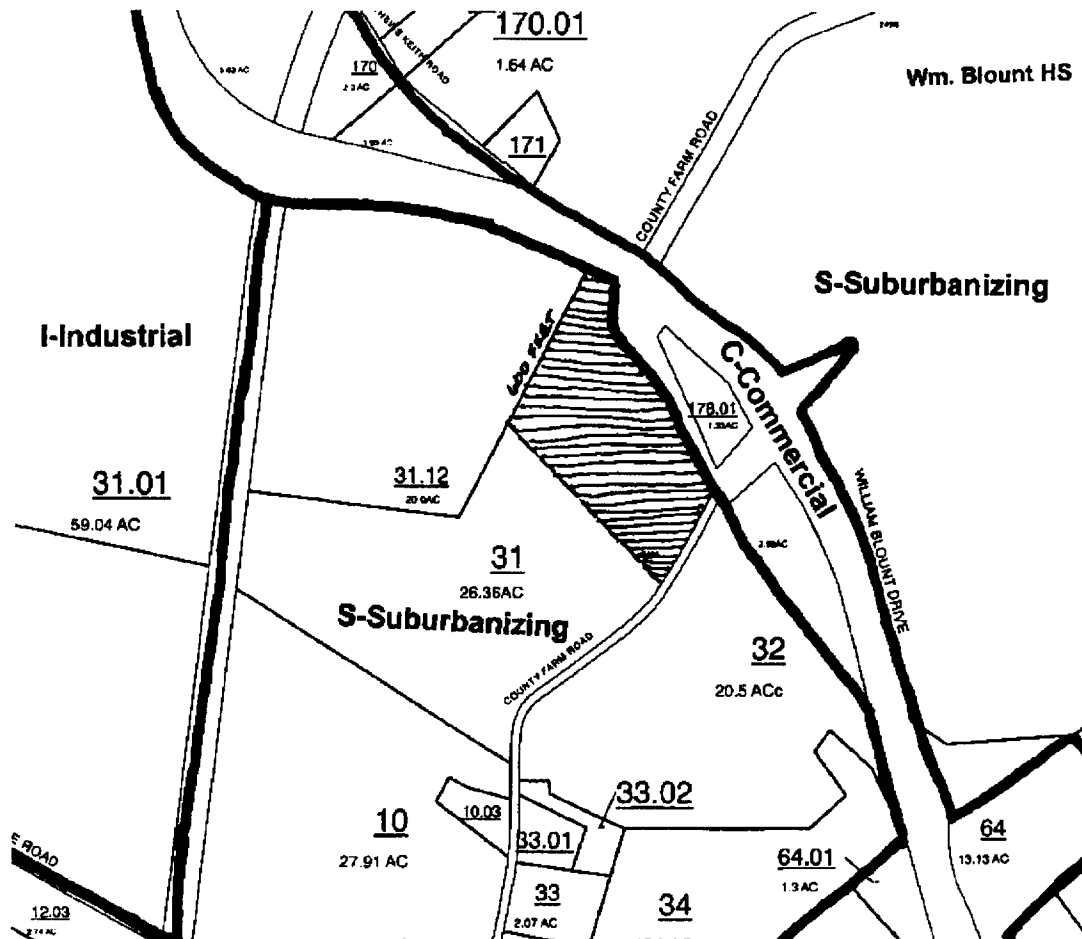
In summary, I am asking for the deferral period to be sure that area residents are adequately informed and have a chance to voice their opinion. I don't know what measures were taken to inform area residents previously but I know I only found out on Wednesday, October 19th. While reviewing the notes about the October 20th County Commission meeting on the County website I saw this item listed as "new business."

Respectfully,


Michael Gribble

NOTICE OF PUBLIC HEARING. In accordance with Tennessee Code Annotated Sections 5-5-105 and 13-7-105, the Board of County Commissioners of Blount County, Tennessee, will convene and hold public hearing on October 11, 2005 at 6:35 P.M., at the Blount County Courthouse Commission Meeting Room for the following proposed amendment to the Zoning Resolution of Blount County, Tennessee, being Resolution 00-06-010, and specifically the Zoning Map of Blount County, Tennessee.

A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, from S-Suburbanizing District to C-Commercial District for property described as 1211 William Blount Drive, Tax Map 67.00 Parcel 31, for a depth of 600 feet off of the William Blount Drive right-of-way. That the Zoning Map of Blount County, Tennessee, be amended by rezoning land from S-Suburbanizing to C-Commercial for property located at 1211 William Blount Drive, Tax Map 67.00 Parcel 31, also fronting County Farm Road, for a depth of 600 feet off of the William Blount Drive right-of-way, as shown hatched on map below.



Copies of the Resolution may be obtained at the offices of the Blount County Planning Department and Secretary to the County Commission at the Blount County Courthouse, Court Street, Maryville, Tennessee during regular office hours. Blount County does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

APPROVED:

ATTEST:

Dr. Robert L. Ramsey
Commission Chairman

Roy Crawford, Jr.
County Clerk

Beverley D. Woodruff
County Mayor

RESOLUTION No. _____

Sponsored by Commissioners _____ and _____.

A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, TO ADD DEFINITIONS OF OUTDOOR AND INDOOR SPORT SHOOTING RANGE TO ARTICLE 13, ADD SECTION 7.13 FOR SITE PLAN REQUIREMENTS OF SPORT SHOOTING RANGE, AND AMEND SECTIONS 9.1.C, 9.2.C, 9.4.B, AND 9.5.B TO ALLOW SPORT SHOOTING RANGE IN S-Suburbanizing, R-1-Rural District 1, C-Commercial AND I-Industrial ZONES.

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 allow and regulate sport shooting ranges in various zones in the County;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, to adopt the following:

That the Zoning Resolution be amended to add to Article 13 in alphabetical order the following two definitions:

OUTDOOR SPORT SHOOTING RANGE: an outdoor area, not enclosed in a building, designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting activity, but does not include police or military firing ranges operated by any level of government, and does not include occasional not-for-profit charitable events (commonly called "turkey shoots").

INDOOR SPORT SHOOTING RANGE: a fully enclosed building or part of building specifically designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting

activity, but does not include police or military indoor firing ranges operated by any level of government.

That the Zoning Resolution be amended to add new Section 7.13 on site plan requirements specific to sport shooting ranges as follows.

Section 7.13. Sport shooting ranges. In addition to all other requirements applicable to commercial uses, the following shall be requirements for indoor or outdoor sport shooting ranges:

- A. Sport shooting range shall be planned, constructed and maintained according to standards that are at least as stringent as the standards contained in the National Rifle Association range manual, shall be shown on a site plan of scale 1 inch equals 60 feet or better showing all buildings, firing lines or stations, shooting related activity areas and other areas or structures identified below.
- B. Sport shooting range shall be designed to minimize noise to surrounding properties. Mitigation shall include soundproofing for indoor shooting ranges. For outdoor shooting range, mitigation shall include minimum distance from active firing lines or stations of 1000 feet from adjacent property lines to front (direction of line of fire) and sides of such firing lines or stations, and 500 feet from the rear (diametrically away from the line of fire) of such firing lines or stations, and shall include a combination of vegetative buffer, earthen buffer and constructed buffer as appropriate.
- C. Sport shooting range shall contain all projectile and shot fall within the property of the sport shooting range.
- D. For outdoor sport shooting range, areas of line of fire and areas of probable projectile and shot fall shall be securely fenced, and posted by warning signs no less than 50 feet apart along the fence, in such a manner to exclude unauthorized persons.
- E. A lead mitigation plan meeting requirements of the Environmental Protection Agency shall be submitted with the site plan.

F. Any licenses or permits required for shooting range activity by any level of government shall be submitted as supporting documentation with the site plan.

That the Zoning Resolution be amended to add to Section 9.1.C for the S-Suburbanizing district the following use permitted as special exception with specific limitations:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13)

That the Zoning Resolution be amended to delete the word "None" in Section 9.2.C for the R-1-Rural District 1, and add the following uses permitted as special exception with specific limitations:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13); Outdoor Sport Shooting Range (subject to provisions and requirements in Section 7.13).

That the Zoning Resolution be amended to add to Section 9.4.B for C-Commercial District and 9.5.B for IND-Industrial District the following use permitted as special exception:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13)

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

Think Quality - Think Future

Blount County Planning Department

Blount County Courthouse - 327 Court Street
Maryville, TN 37804-5906
Tel (865) 273-5750 - FAX (865) 273-5759
e-mail - planning@blounttn.org
on-line - www.blounttn.org/planning/

MEMORANDUM

TO: Blount County Commission – Intergovernmental Committee

FROM: John Lamb 

DATE: October 5, 2005

SUBJECT: Recommendation from Planning Commission for zoning regulation amendment concerning sport shooting ranges.

The following has been recommended as amendment to the Zoning Resolution to allow and regulate sport shooting ranges. This item comes for setting of public hearing. Public hearing will require 15 days notice in the newspaper. Next appropriate date would be November 8 committee meeting date – usually time set for 6:35 P.M.

That the zoning resolution be amended as follows:

Add to Article 13 in alphabetical order the following two definitions:

OUTDOOR SPORT SHOOTING RANGE: an outdoor area, not enclosed in a building, designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting activity, but does not include police or military firing ranges operated by any level of government, and does not include occasional not-for-profit charitable events (commonly called “turkey shoots”).

INDOOR SPORT SHOOTING RANGE: a fully enclosed building or part of building specifically designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting

activity, but does not include police or military indoor firing ranges operated by any level of government.

Add new Section 7.13 on site plan requirements specific to sport shooting ranges.

Section 7.13. Sport shooting ranges. In addition to all other requirements applicable to commercial uses, the following shall be requirements for indoor or outdoor sport shooting ranges:

A. Sport shooting range shall be planned, constructed and maintained according to standards that are at least as stringent as the standards contained in the National Rifle Association range manual, shall be shown on a site plan of scale 1 inch equals 60 feet or better showing all buildings, firing lines or stations, shooting related activity areas and other areas or structures identified below.

B. Sport shooting range shall be designed to minimize noise to surrounding properties. Mitigation shall include soundproofing for indoor shooting ranges. For outdoor shooting range, mitigation shall include minimum distance from active firing lines or stations of 1000 feet from adjacent property lines to front (direction of line of fire) and sides of such firing lines or stations, and 500 feet from the rear (diametrically away from the line of fire) of such firing lines or stations, and shall include a combination of vegetative buffer, earthen buffer and constructed buffer as appropriate.

C. Sport shooting range shall contain all projectile and shot fall within the property of the sport shooting range.

D. For outdoor sport shooting range, areas of line of fire and areas of probable projectile and shot fall shall be securely fenced, and posted by warning signs no less than 50 feet apart along the fence, in such a manner to exclude unauthorized persons.

E. A lead mitigation plan meeting requirements of the Environmental Protection Agency shall be submitted with the site plan.

F. Any licenses or permits required for shooting range activity by any level of government shall be submitted as supporting documentation with the site plan.

Add to Section 9.1.C for the S-Suburbanizing district the following use permitted as special exception with specific limitations:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13)

Delete the word "None" in Section 9.2.C for the R-1-Rural District 1, and add the following uses permitted as special exception with specific limitations:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13); Outdoor Sport Shooting Range (subject to provisions and requirements in Section 7.13).

Add to Section 9.4.B for C-Commercial District and 9.5.B for IND-Industrial District the following use permitted as special exception:

Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13)



OFFICE OF PLANNING AND DEVELOPMENT

223 Associates Blvd., Alcoa, TN 37701-1943

(865) 380-4730 FAX (865) 380-4744

October 24, 2005

Mr. John Lamb
Blount County Planning Department
327 Court Street
Maryville, TN 37804-5906

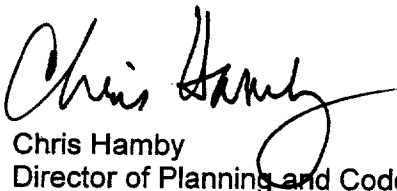
Subject: Blount County Zoning Resolution amendments

Dear John:

The Alcoa Regional Planning Commission met in regular session on October 20, 2005, to consider your request for approval of certain amendments to the zoning resolution regarding sport shooting ranges. Please be advised that said approval was granted, and I have enclosed PC Resolution 2006-09 recommending the same.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Chris Hamby
Director of Planning and Codes



RESOLUTION

BE IT RESOLVED, by the Alcoa Municipal/Regional Planning Commission in regular session of October 20, 2005, 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, such regulations are to be designed and enacted for the purpose of promoting the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the state and of its counties;

NOW, THEREFORE, BE IT RESOLVED, by the City of Alcoa Regional Planning Commission, that the planning commission recommends approval of a resolution to amend Article 13 of the Zoning Resolution of Blount, Tennessee, as follows:

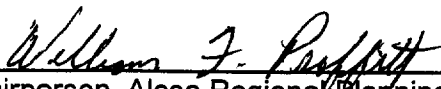
- 1) The addition of two definitions in alphabetical order, as follows:

OUTDOOR SPORT SHOOTING RANGE: an outdoor area, not enclosed in a building, designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting activity, but does not include police or military firing ranges operated by any level of government, and does not include occasional not-for-profit charitable events (commonly called "turkey shoots").

INDOOR SPORT SHOOTING RANGE: a fully enclosed building or part of building specifically designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other shooting activity, but does not include police or military indoor firing ranges operated by any level of government.

- 2) An addition of a new Section 7.13, as attached;
- 3) An addition, to Section 9.1.C, S-Suburbanizing District, as attached;
- 4) A deletion of a word in Section 9.2.C for the R-1-Rural District 1, and addition of certain uses permitted as special exceptions, with certain limitations, as attached;
- 5) An addition to Sections 9.4.B (C-Commercial District) and 9.5.B (IND-Industrial District) a permitted use as special exception, as attached.

ADOPTED this 20th day of October, 2005.


Chairperson, Alcoa Regional Planning Commission

ATTEST:


Secretary



Economic Development
Department of Planning
416 West Broadway
Maryville, TN 37801
(865) 273-3500 phone
(865) 273-3994 fax
www.ci.maryville.tn.us

October 18, 2005

Mr. John Lamb
Blount County Planning Department
327 Court Street
Maryville, TN 37804

RE: AMENDMENT TO THE COUNTY'S ZONING RESOLUTION

Dear John:

On October 17, 2005, the Maryville Regional Planning Commission, with seven members present, voted unanimously to endorse the amendment to the Blount County Zoning Resolution regarding shooting ranges.

If I can be of further assistance, give me a call at 273-3502.

Sincerely,


Jackie S. Newton
Planning Technician



RESOLUTION _____
TO URGE THE GENERAL ASSEMBLY TO CONSIDER LEGISLATION
RELATIVE TO EMINENT DOMAIN

WHEREAS, on June 23, 2005, the United States Supreme Court reached its decision in the case of *Suzette Kelo, et al. v. City of New London, et al.*, upholding the use of condemnation powers by a Connecticut municipality to seize residential property for an economic development project; and

WHEREAS, the 5-4 decision of the Supreme Court expanded the understanding of what constitutes a “public use” relative to the exercise of eminent domain authority by a local government and has sparked a firestorm of objections from representatives at all levels of government as well as from advocacy groups and citizens; and

WHEREAS, legislation has been filed at both the state and federal level in response to the *Kelo v. New London* decision to limit abusive uses of eminent domain; and

WHEREAS, county governments in Tennessee have heard a clear message from Tennessee citizens that they are concerned about abusive uses of local government condemnation authority:

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of _____ County, meeting in _____ session on this ____ day of _____, 200__, that:

- 1) The Board of County Commissioners of _____ County opposes the exercise of eminent domain or condemnation powers by a local government for the sole or primary benefit of private parties.
- 2) The Board of County Commissioners of _____ County finds that eminent domain powers should be used as a last resort and should be limited to the acquisition of property for county purposes. The only circumstance where condemned property could be sold or transferred at a later date to a private entity would be in the context of redevelopment of blighted areas.
- 3) The Board of County Commissioners of _____ County urges the Tennessee General Assembly to thoughtfully consider issues relative to the use of eminent domain by local governments in Tennessee and to enact legislation to protect private property owners in Tennessee from abusive use of eminent domain.

BE IT FURTHER RESOLVED, that the county clerk shall mail certified copies of this resolution to the members of the Tennessee General Assembly representing the people of _____ County.

Adopted this ____ day of _____, 200__.

APPROVED: _____
County Mayor

ATTEST: _____
County Clerk



(865)594-2496

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901

October 18, 2005

The Honorable Beverly Woodruff
Blount County Mayor
341 Court Street, Courthouse
Maryville, TN 37804

RE: **PROPOSAL TO COUNTY OF BLOUNT**
Federal Project No: BR-STP-336(8)
State Project No: 05025-2209-94
SR-336; Bridge and Approaches over Little Baker
Creek (L.M. 0.52)
Blount County

Dear Ms. Woodruff:

Ms. Judy Walton 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,

Oliver C. Farris

Oliver C. Farris
Transportation Manager 2
Right-of-Way Office

OCF/dd
Attachment

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. BR-STP-336(8), 05025-2209-94 that is described as SR 336; Bridge and Approaches over Little Baker Creek (L.M. 0.52) 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 _____, 2005 .

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: _____
John Reinbold
General Counsel

DATE: _____

RESOLUTION

A RESOLUTION APPROVING THE PROPOSAL OF THE
TENNESSEE DEPARTMENT OF TRANSPORTATION TO
CONSTRUCT A PROJECT DESIGNATED AS FEDERAL
PROJECT NO. BR-STP-336(8) AND STATE PROJECT
NO. 05025-2209-94 SR-336; BRIDGE AND APPROACHES
OVER LITTLE BAKER CREEK (L.M. 0.52) IN THE
COUNTY OF BLOUNT, TENNESSEE

WHEREAS, the Department of Transportation of the State of Tennessee proposes to construct a project designated as No. BR-STP-336(8), 05025-2209-94 that is described as SR-336; Bridge and Approaches over Little Baker Creek (L.M. 0.52) in the County of Blount; and,

WHEREAS, the Department of Transportation has presented the written PROPOSAL OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE COUNTY OF BLOUNT, TENNESSEE, hereinafter "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 THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 17th day of November, 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

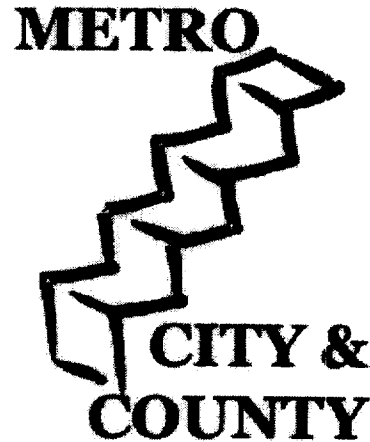
Introduction

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We've reviewed why a county and city might merge as well as what elements are included in a metropolitan charter. In this module we will review the steps to form a metropolitan government in Tennessee.

The process of consolidating a county government and a city (cities) government consists of the following steps:

- Formation of a exploratory committee (optional)
- Creation of a metropolitan government charter commission
- Appointment or election of members of the charter commission
- Appropriation of funds for the charter commission
- Organization of the charter commission
- Writing the metropolitan government charter
- Writing an appendix for smaller cities
- Approval of the final draft of the charter by the charter commission
- Conducting a dual referendum vote on the proposed charter
- Implementation



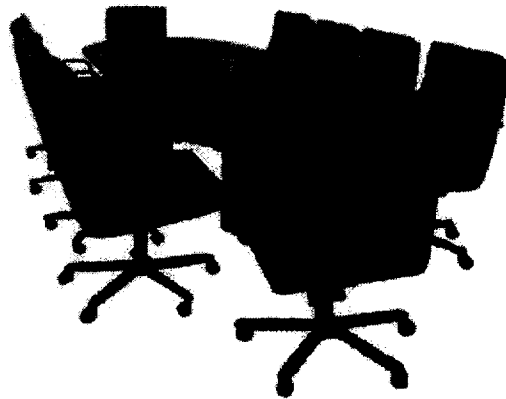
On the following pages we will explore each of these steps in more detail.

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Exploratory Committee

[<< PREVIOUS](#)[NEXT >>](#)

The law does not require an exploratory committee prior to the formation of a metropolitan government charter commission, but many communities have utilized these committees and found them useful if, for no other reason, than to determine whether insufficient interest exists to justify spending the money and effort required when a charter commission is formed and referendum vote made necessary. There is no set formula for membership as this committee is not required. Usually the principal city's mayor and the county mayor/executive appoint members pursuant to matching resolutions passed by both legislative bodies. These resolutions usually specify a date for the committee to deliver a recommendation on whether or not to proceed to a charter commission.

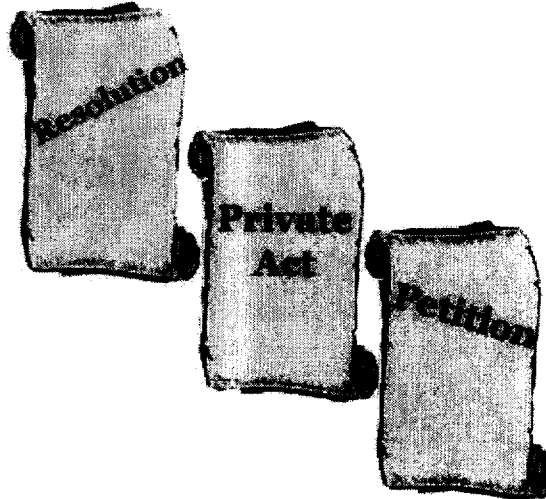
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Creation of a Metropolitan Government Charter Commission

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A metropolitan government charter commission is created by:

- Substantially similar resolutions adopted by county and city legislative bodies.
- A petition signed by qualified voters in the county equal to at least 10% of the number of votes cast in the county in the last gubernatorial election and filed with the county election commission who sets the election date. The petition acts as a consolidation resolution.
- A private act enacted by the general assembly and approved locally by 2/3 majority vote of both the county and principal city legislative bodies or approved by the voters in referendum as specified in the private act.

[<< PREVIOUS](#)[NEXT >>](#)

Appointment or Election of Members to the Charter Commission

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How members are selected for the charter commission is determined by the resolution, petition or private act creating the charter commission.

If the charter commission is created by resolution or petition and *appointment* of members is selected, then:

- The county mayor/executive appoints 10 members subject to confirmation by the county legislative body and
- The principal city mayor appoints 5 members subject to confirmation by the city council.

If the charter commission is created by resolution or petition and *election* of members is selected then:

- The county election commission holds a special election no less than 46 days and no more than 60 days after final adoption of the resolution.
- The 10 candidates receiving the greatest number of votes are elected at large from the entire county.

If the charter commission is created by private act, then selection of members is according to the terms of the private act.

Remember - After the charter commission is selected, the county legislative body must appropriate \$25,000 - \$50,000 for use of the commission.

[<< PREVIOUS](#)[NEXT >>](#)

Organize the Charter Commission

◀ PREVIOUS

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- The charter commission should hold an organizational meeting at the county courthouse at 10 a.m. on the fifth day following selection of members or whenever/wherever its members may actually assemble.
- At the organizational meeting they should elect a chair, a secretary, and other officers if needed.
- The charter commission may hire an attorney and/or other consultant and secretarial assistance to assist in drafting the metropolitan charter.



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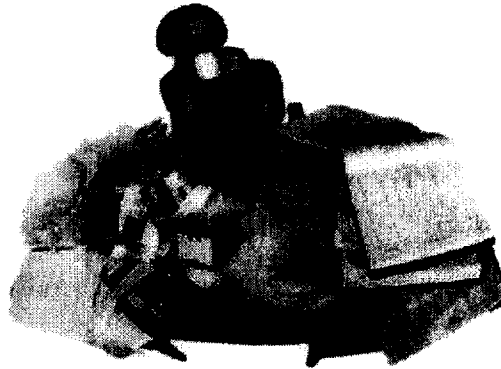
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Metropolitan Government Charter and Appendix to Charter

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The charter commission may hire an attorney for assistance in writing the metropolitan charter. The charter must be written within nine months unless an extension is granted by resolution of the county legislative body and the city council. A summary of the charter should also be written to help the public understand the charter.



Small cities are not forced to give up their city charters against their will. The small city, by its city council, decides whether or not to send a representative to the charter commission and possibly consolidate the smaller city with the metropolitan government.

For all small cities whose city council votes to send a representative to the charter commission for the purpose of joining the metropolitan government, the charter commission must write an appendix to the charter. The appendix is to explain how the small city transitions to the new consolidated government.

If no representative is sent, a small city cannot consolidate with the metropolitan government at this time. Instead, the small city will keep its city charter and become part of the general services district if the metropolitan government is formed. However, a small city that is not joining the consolidated government loses its ability to annex territory if a metropolitan government is formed.

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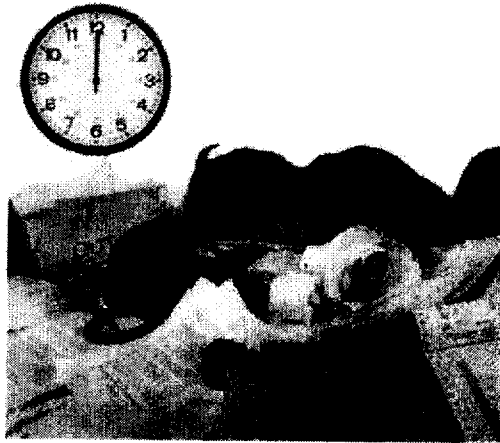
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Extensions

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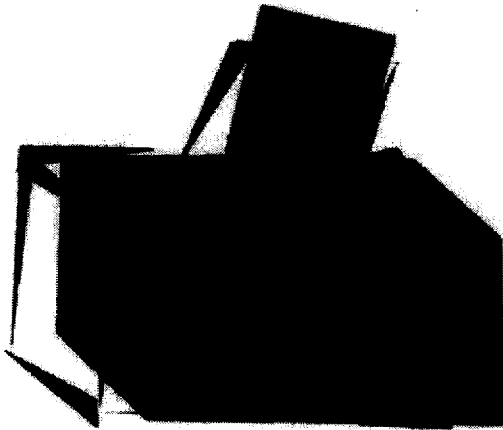
- If the charter commission is behind schedule and if it becomes clear in the seventh or eighth month that an extension is needed, the charter commission should adopt a motion to ask the county legislative body and the city council of the principal city for an extension of time.
- The amount of time needed should be specified.
- The county legislative body and the city council must each adopt a resolution providing for the extension in order for the charter commission to have more time in which to complete the proposed metropolitan charter.



◀ PREVIOUS

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Approval of Charter

[<< PREVIOUS](#)[NEXT >>](#)

After the charter commission approves the final draft of the metropolitan government charter and any appendices for smaller cities, there is a dual referendum vote on the proposed charter.

- Consolidation requires a majority vote both within the principal city and outside the principal city.
- Smaller cities that have an appendix to the charter must have a majority vote both within the small city and outside the small city for the small city to consolidate.
- No small city may consolidate with the county without the principal city.

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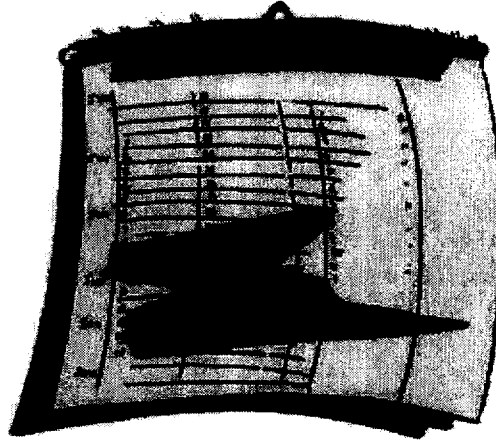
Implementation

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Consolidation is implemented according to the schedule in the new charter.

- All resolutions of the county and ordinances of the city (zoning, etc.) generally remain in effect until changed by the new metropolitan council.
- A new legislative body (metropolitan council) must be elected.
- Existing county and city officers may be empowered to function during the transition.
- Responsibility for bonded indebtedness of the consolidating county and municipal governments is determined by the charter between the general services district and the urban services district.
- Upon the formation of the metro government, the boundary of the principal city at the time of filing the proposed charter becomes the boundary of the urban services district together with the area of any smaller cities as may be specified in the metro charter.



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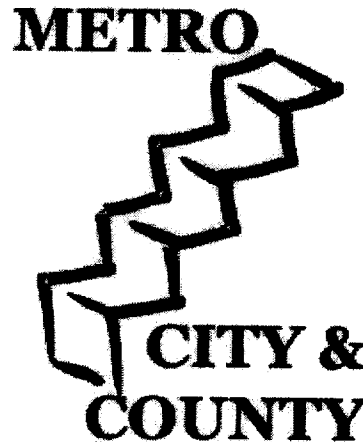
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Summary

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The following steps should be followed when consolidating county and city government:

- Form an exploratory committee (optional)
- Create of a metropolitan government charter commission
 - Resolution of county legislative body and principal city's council
 - Petition (10% of voters for governor)
 - Private act
- Appoint or elect charter commission members
- Appropriate \$25,000 - \$50,000 for expenses of charger commission
- Write the metropolitan government charter and appendix for each small city wishing to consolidate
- Hold dual referendum vote on proposed charter



Work of the Charter Commission includes:

- Receiving \$25,000 - \$50,000 from county legislative body for expenses of charter commission
- Hiring attorney to help, if desired
- Writing charter and possibly appendix for each small city
- Writing summary of charter
- Completing work in 9 months. If work cannot be completed in 9 months, requesting extension for county and city legislative bodies.

[Click to print out a guide sheet to help you keep the steps in chronological order.](#)

◀ PREVIOUS

Work of a Metro Charter Commission: Suggested Calendar of Events

Month 1 • County legislative body appropriates \$25k to \$50k for use of charter commission. • Charter commission holds organizational meeting at courthouse; elects chair, secretary and other officers. • Charter commission holds orientation session with outside experts in metropolitan government. • Organize committees. • Retain attorney to assist charter commission.	Month 2 • City council of small cities should decide on whether or not to send representative to write appendix. • Charter commission meetings to answer basic questions regarding the structure of the new government in order to give guidance to the committees in deciding upon details regarding the committee's assigned subject.	Month 3 • Committees may hold hearings and receive input from existing county and city officials and employees as well as persons with knowledge from both within and outside of the county. • Committee may review provisions in other adopted or proposed metro charters for ideas. • Committees should work within framework of answers to basic questions given by the full charter commission to formulate charter provisions relating to their assigned subjects.
Month 4 • Committees should report their work to full charter commission for approval or non-approval. Approved committee reports should be given to attorney to translate into legal language for the charter. • Committee on transition should work with any city representative on appendix.	Month 5 • Attorney should provide draft charter to charter commission and provide list of unanswered questions or problems with draft. Charter commission should begin review of draft with attorney. • The charter commission should review reports regarding any appendix for a small city. Once a report is adopted, it should be referred to attorney to produce one or more draft appendices.	Month 6 • Charter commission should complete work with the attorney regarding the provisions of the charter and any appendix.

How to Form a Metro Government: Suggested Calendar of Events

Month 7	Month 8	Month 9
• Attorney should present final draft of charter and any appendix for approval by the charter commission. Copies of the approved proposed charter must be filed with the county clerk, city clerk of each city, county election commission, and each newspaper published in the county. • Attorney should write summary of charter.	• Charter commission should approve draft summary of charter and determine extent of publication and distribution of information pamphlets or booklets, etc. • Charter commission should cause all bills related to the work of the charter commission to be paid and complete all business of the charter commission.	• Complete any work not already completed or prepare to file for an extension.

RESOLUTION NO. _____

TO STUDY MUNICIPAL-COUNTY CONSOLIDATION

WHEREAS, the citizens of the City (Town) of _____ and _____ County deserve the most efficient, economical, and responsive local government possible, and

WHEREAS, the consolidation of the governments of the City (Town) of _____ and _____ County is possible under Tennessee law through the formation of a metropolitan form of government, and

WHEREAS, it is prudent to explore and study the benefits and possible detriments of a consolidation of the governments of the City (Town) of (principal city) and _____ County, (and with the possible inclusion of the City (Town) of (smaller city),

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen (Board of Commissioners) (Council) of the City (Town) of _____, Tennessee, as follows:

1. A committee to study the possible consolidation of (principal city) and _____ County, (and with the possible inclusion of (smaller city)) shall be established.
- 2.. The consolidation study committee shall consist of (number) members constituted as follows:
 - a. (number) county commissioners from county commission districts not representing area of (principal city), to be appointed by the County Mayor of _____ County.
 - b. (number) members of the Board of Mayor and Aldermen (Board of Commissioners) (Council), appointed by the Mayor of (principal city), (the Mayor may appoint himself as one of these members).
 - c. One (1) editor of a newspaper of general circulation in _____ County to be appointed by the County Mayor.
 - d. One (1) member of the Board of Mayor and Aldermen (Board of Commissioners) (Council) of (smaller city).
 - e. The (number) members described above shall constitute the core group of the consolidation study committee. This core group shall meet and select (number) additional members of the committee from among the voters of _____ County as follows:
 - (1) One (1) business person (including farmers)
 - (2) One (1) industrialist
 - (3) One (1) educator
 - (4) One (1) lawyer
 - (5) One (1) hourly wage employee

3. Vacancies on the consolidation study committee shall be filled by the original appointing authority
4. The core group of the consolidation study committee shall meet at a time and place as set by the County Mayor and a quorum being present shall select a chairman and a secretary. The core group of the study committee shall also select the other members of the committee, establish procedures and meeting times and locations. The full study committee shall report its findings to the Board of County Commissioners of _____ County and to the Board of Mayor and Aldermen (Board of Commissioners) (Council) of the (principal city) and the (smaller city), not later than (_____).
5. The consolidation study committee herein established shall not be and shall not be considered a metropolitan charter commission.
6. This resolution shall take effect upon the passage of a substantially similar resolution by the Board of County Commissioners of _____ County, Tennessee or upon its passage, whichever occurs last.
7. A certified copy of this resolution shall be sent by the City Recorder to the County Executive and County Clerk of _____ County and to the Mayor of (smaller city), respectively.

Approved this _____ day of _____, 20__.

APPROVED: _____
Mayor

ATTEST: _____
Recorder

RESOLUTION NO. _____

TO ESTABLISH A METROPOLITAN GOVERNMENT CHARTER COMMISSION

WHEREAS, the citizens of the City (Town) of _____ and _____ County deserve the most efficient, economical, and responsible local government possible, and

WHEREAS, the general law of Tennessee provides for the consolidation of a county government with the county's largest municipality (and with other municipalities in the county if the largest municipality consolidates) approved by the voters of the municipality and the voters of the county residing outside the largest municipality, and

WHEREAS, the general law provides for the formation of a metropolitan government charter commission to prepare a charter for a new consolidated government known in the general law as a metropolitan form of government, and

WHEREAS, the citizens of the City (Town) of _____ and County deserve the opportunity to review a metropolitan charter and vote on whether or not to consolidate the county's largest municipality with the county and form a metropolitan government, with the possible inclusion of the smaller municipality of the City (Town) of _____

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen (Board of Commissioners) (Council) of the City (Town) of _____, Tennessee, as follows:

SECTION 1. A metropolitan charter commission shall be established pursuant to Tennessee Code Annotated, Title 7, Chapter 2, to propose to the voters of the City (Town) of _____ and _____ County, the consolidation of all, or substantially all, of the governmental and corporate functions of the City (Town) of _____ and _____ County, and the creation of a metropolitan government for the administration of the consolidated functions.

SECTION 2. The Mayor of _____ County is authorized and directed to appoint ten (10) members of the metropolitan charter commission, subject to the confirmation of the Board of County Commissioners of _____ County, and the Mayor of the City (Town) of _____ is authorized and directed to appoint five (5) members of the metropolitan government charter commission, subject to confirmation by the Board of Mayor and Aldermen (Board of Commissioners) (Council) of the City (Town) of _____.

SECTION 3. The County Mayor and the Mayor of the City (Town) of _____ are directed to appoint persons to the metropolitan government charter commission who are broadly representative of their respective areas and that an effort be made to include representatives from various political, social, and economic groups within the City (Town) and County

SECTION 4. The metropolitan government charter commission shall perform its work in the manner and according to the timetable established in the general law.

SECTION 5. Members of the metropolitan government charter commission shall not receive per diem or other compensation for their services, except reimbursement of actual expenses incurred by members in behalf of the charter commission.

SECTION 6. Although not required to participate in the work of the metropolitan charter commission or to consolidate with the largest city and the county, the City (Town) of _____ is invited to send a representative to consult with the metropolitan government charter commission and to participate in accordance with Tennessee Code Annotated, Section 7-2-107.

SECTION 7. All resolutions or ordinances in conflict with this resolution are repealed insofar as any conflict exists.

SECTION 8. This resolution shall take effect upon approval of a substantially similar resolution by the Board of County Commissioners of _____ County, Tennessee, or upon its approval, whichever occurs last, the public welfare requiring it.

SECTION 9. Certified copies of this resolution shall be sent by the city recorder to the County Mayor and County Clerk of _____ County and the Mayor and Recorder (or clerk of governing body) of the City (Town) of _____.

Approved this _____ day of _____, 20__.

APPROVED: _____
Mayor

ATTEST: _____
Recorder

RESOLUTION NO. _____

TO ESTABLISH A METROPOLITAN GOVERNMENT CHARTER COMMISSION BY ELECTION OF MEMBERS

WHEREAS, the citizens of the City (Town) of _____ and _____ County deserve the most efficient, economical, and responsible local government possible, and

WHEREAS, the general law of Tennessee provides for the consolidation of a county government with the county's largest municipality (and with other municipalities) in the county if the largest municipality consolidates) approved by the voters of the municipality, and

WHEREAS, the general law provides for the formation of a metropolitan government charter commission to prepare a charter for a new consolidated government known in the general law as a metropolitan form of government, and

WHEREAS, the general law provides the option of forming a metropolitan government charter commission by election of the members by the qualified voters of the county, and

WHEREAS, the citizens of the City (Town) of _____ and _____ County deserve the opportunity to review a metropolitan charter prepared by members elected for this purpose and the opportunity to vote on whether or not to consolidate the county's largest municipality with the county and for a metropolitan government, with the possible inclusion of the smaller municipality of the City (Town) of _____

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen (Board of Commissioners) (council) of the City (Town) of _____, Tennessee, as follows:

SECTION 1. A metropolitan charter commission shall be established pursuant to Tennessee Code Annotated, Title 7, Chapter 2, to propose to the voters of the City (Town) of _____ and _____ County, the consolidation of all, or substantially all, of the governmental and corporate functions of the City (Town) of _____ and _____ County, and the creation of a metropolitan government for the administration of the consolidated functions.

SECTION 2. The metropolitan government charter commission shall consist of ten (10) members to be elected at an at-large election in the county pursuant to Tennessee Code Annotated, Section 7-2-102.

SECTION 3. The metropolitan government charter commission shall perform its work in the manner and according to the timetable established in the general law.

SECTION 4. Members of the metropolitan government charter commission shall not receive per diem or other compensation for their services, except reimbursement of actual expenses incurred by members in behalf of the charter commission.

SECTION 5. Although not required to participate in the work of the metropolitan charter commission or to consolidate with the largest city and the county, the City (Town) of _____, is invited to send a

representative to consult with the metropolitan government charter commission and to participate in accordance with Tennessee Code Annotated, Section 7-2-107.

SECTION 6. All resolutions or ordinances in conflict with this resolution are repealed insofar as any conflict exists.

SECTION 7. This resolution shall take effect upon approval of a substantially similar resolution by the Board of County Commissioners of _____ County, Tennessee, or upon its approval, whichever occurs last, the public welfare requiring it.

SECTION 8. Certified copies of this resolution shall be sent by the City Recorder to the County Mayor and County Clerk of _____ County and the Mayor and Recorder (or clerk of the governing body) of the City (Town) of _____, and to the County Commissioner of Elections.

Approved this _____ day of _____, 20__.

APPROVED: _____
Mayor

ATTEST: _____
Recorder

PETITION and RESOLUTION

TO CREATE A METROPOLITAN GOVERNMENT CHARTER COMMISSION FOR THE TOWN (CITY) OF _____ AND _____ COUNTY

WHEREAS, the citizens of _____ County and the Town (City) of _____ deserve the most efficient, economical, and responsible local government possible, and

WHEREAS, the general law of Tennessee provides for the consolidation of a county government with the county's largest municipality when approved by the voters of the municipality and the voters of the county residing outside the municipality, and

WHEREAS, the general law of Tennessee provides for the formation of a metropolitan government charter commission to prepare a charter for a new consolidated government known in the general law as a metropolitan form of government, and

WHEREAS, the citizens of the Town (City) of _____ and _____ County deserve the opportunity to review a metropolitan government charter and vote on the same, and

WHEREAS, the Tennessee Code Annotated, Section 7-2-101(4), mandates that a metropolitan government charter commission be formed, a metropolitan government charter written and a referendum on creating the new metropolitan government occur upon the receipt of a petition by the county election commission, signed by qualified voters of the county, equal to at least ten percent (10%) of the number of votes cast in the county for governor in the last gubernatorial election, and

WHEREAS, the general law of Tennessee provides that a sufficient petition to form a metropolitan government charter commission shall serve as a consolidation resolution of the town and county;

NOW, THEREFORE, BE IT RESOLVED, by the qualified voters of the Town (City) of _____ and _____ County, Tennessee, that a metropolitan government charter commission be established to propose to the people the consolidation of all, or substantially all, of the government and corporate functions of _____ County and the Town (City) of _____ and the creation of a metropolitan government for the administration of the consolidated functions.

This PETITION and RESOLUTION is approved by the following qualified voters of _____ County, Tennessee:

PETITION and RESOLUTION

**TO CREATE A METROPOLITAN GOVERNMENT CHARTER COMMISSION FOR THE TOWN
(CITY) OF _____ AND _____ COUNTY**

Name:

Address:

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

CRAWFORD, CRAWFORD & NEWTON

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MARYVILLE, TENNESSEE 37802

JOHN C. CRAWFORD (1875-1949)
JOHN C. CRAWFORD, JR. (1906-1981)

TELEPHONE (865) 984-5431
TELECOPIER (865) 984-6300

DUNCAN V. CRAWFORD
NORMAN H. NEWTON
LAJUANA G. ATRINE



TELECOPY MEMORANDUM

TO: Roy D. Crawford, Jr.
County Clerk

TELECOPY: 273-5815

FROM: Norman H. Newton *NHN*

DATE: November 15, 2005

SUBJECT: Nonbinding referendum on consolidation of government

On behalf of the county commission's Public Services Committee, you have requested my opinion on the authority of the county to hold a nonbinding referendum on consolidation of government in the county. I understand that the proposed referendum would be advisory and would not be part of the statutory process necessary for the adoption of metropolitan government found at TENN. CODE ANN. §§ 7-2-101, *et seq.*

The state Attorney General has previously opined that the General Assembly has the power generally to authorize local governments, e.g., a county, to hold advisory referendum elections. See Op. Atty. Gen. No. 95-013 (March 8, 1995). He also noted that there is no general provision in the constitution or statutes of this state that authorizes any advisory or nonbinding referendum to be held. Accordingly, the Tennessee General Assembly would have to authorize the county to place the referendum question on the ballot.

For the purposes of example, I am transmitting herewith a copy of a previous private act, i.e., 1996 Private Acts, Ch. 206, under which the General Assembly authorized Blount County to conduct an advisory referendum relative to land use planning or zoning. A similar private act would be necessary in order to authorize Blount County to conduct the proposed advisory referendum.

This transmission consists of three (3) pages, including this memorandum. Please call (865) 982-5431 if you received an incomplete or faulty transmission.

am

Chapter No. 200

PRIVATE ACTS, 1996

211

CHAPTER NO. 200

HOUSE BILL NO. 3325

By Representatives Kerr, Clabough

Substituted for: Senate Bill No. 3314

By Senator Koehn

AN ACT to authorize an advisory referendum relative to land use planning or zoning in Blount County.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. The County Legislative Body of Blount County may by resolution call for an advisory referendum at either the regular August election of 1996 or the regular November election of 1996. The question on the ballot of such election shall be substantially as follows:

Should Blount County formulate its own land use planning or zoning plan?

816

PRIVATE ACTS, 1996

[Chapter No. 396

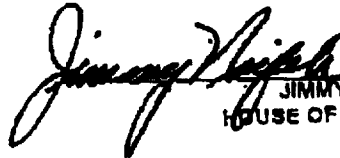
Yes _____
No _____

The County Legislative Body of Blount County may place a brief statement of the purpose of the referendum preceding the question on the ballot. Such statement shall not exceed two hundred (200) words.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the Legislative Body of Blount County. Its approval or nonapproval shall be proclaimed by the presiding officer of the Legislative Body of Blount County and certified to the Secretary of State.

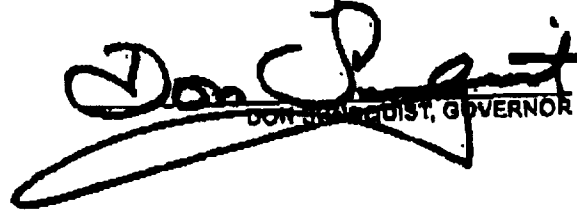
SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 2.

PASSED: APRIL 25, 1996


JIMMY NAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES


JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 13th day of May 1996


DON R. HARGIS, GOVERNOR

RESOLUTION NO. _____

Sponsored by Commissioners: Steve Hargis, Bob Kidd, and Dan Neubert

A RESOLUTION APPROVING THE ADOPTION OF THE BLOUNT COUNTY HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Blount County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, i.e., flood hazard areas, are particularly susceptible to flood hazard events; and

WHEREAS, the County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the Legislature of the State of Tennessee has in Title 58 of the Tennessee Annotated Code (TCA), delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of Tennessee has in TCA 58-2-1010 through TCA 58-2-518 requires that for state declared disasters after November 1, 2004, the eligible local government applicants shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local government must develop an All-Hazards Mitigation Plan in order to receive future Hazard Mitigation Grant Program Funds; and

WHEREAS, it is the intent of the Board of Commissioners of Blount County to fulfill this obligation in order that the County will be eligible for state assistance in the event that a state of disaster is declared for a hazard event affecting the County.

NOW, THEREFORE, BE IT RESOLVED, that the Blount County Board of Commissioners, meeting in regular session on this 17th day of November, 2005, hereby:

1. Adopts the Blount County Hazard Mitigation Plan; and
2. Vests the County Homeland Security & Emergency Management Director with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
3. Appoints the County Homeland Security & Emergency Management Director to assure that the Hazard Mitigation Plan is reviewed annually and in greater detail at least once every five years to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Blount County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Duly authorized and approved the 17th day of November, 2005.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

BLOUNT COUNTY TENNESSEE



November 11, 2005

Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Table of Contents

Table of Contents	2
SECTION 1: PLAN INTRODUCTION	4
1.1 Overview	4
1.2 Emergency Management Background.....	5
1.3 Hazard Mitigation Legislative Background	6
1.4 Plan Purposes	8
1.5 Plan Scope.....	9
1.6 Plan Authority	9
1.7 Plan Outline.....	10
SECTION 2: PLANNING PROCESS.....	12
2.1 Overview of Hazard Mitigation Planning.....	12
2.2 Preparing the Plan	13
2.3 The Planning Team.....	13
2.4 Community Meetings and Workshops.....	15
2.5 Involving the Public.....	15
2.6 Involving the Stakeholders.....	15
2.7 Multi-Jurisdictional Participation.....	16
SECTION 3: JURISDICTION PROFILES	17
3.1 Jurisdiction Description and Environment	17
3.1.2 Jurisdiction Geography and Climate.....	24
3.2 Jurisdiction Population and Demographics	24
3.2.1 Population	24
3.2.2 Demographics	25
3.2.3 Age Characteristics	28
3.3 Jurisdiction Economics – Earnings and Employment.....	29
3.3.1 Earnings	29
3.3.2 Employment.....	30
3.4 Housing and Infrastructure	32
3.4.1 Housing.....	32
3.4.2 Infrastructure.....	33
SECTION 4: RISK ASSESSMENT	35
4.1 Overview	35
4.2 Hazard Identification.....	35
4.2.1: Natural Hazards	35
4.2.1.1: Earthquake.....	35
4.2.1.2: Flooding/Flash Flooding	36
4.2.1.3: Landslides/Mudslides.....	36
4.2.1.4: Land Subsidence.....	36
4.2.1.5: Severe Weather.....	37
4.2.1.6: Wildfires.....	39
4.2.2: Manmade Hazards	39
4.2.2.1: Attack	39
4.2.2.2: Civil Disturbance.....	40
4.2.2.3: Dam/Levee Failure	40
4.2.2.4: Hazardous Material Incident	41
4.2.2.5: Hostage Situation	41

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

4.2.2.6: Illegal Methamphetamine Laboratories	41
4.2.2.7: Pandemics/Vectors	42
4.2.2.8: Power/Utility Failure	42
4.2.2.9: Terrorism	42
4.2.2.10: Transportation Accident	44
4.2.2.11: Urban Fire	45
4.3: Hazard Analysis	45
4.3.1: Natural Hazards	46
4.3.1.1: Earthquakes	46
4.3.1.2: Flooding/Flash Floods	51
4.3.1.3: Landslides	53
4.3.1.4: Land Subsidence	55
4.3.1.5: Severe Weather	56
4.3.1.6: Wild Fires	62
4.3.2: Manmade Hazards	63
4.3.2.1: Dam/Levee Failure	63
4.3.2.2: Hazardous Materials Incident	64
4.3.2.3: Illegal Methamphetamine Labs	66
4.3.2.4: Pandemic/Vectors	68
4.3.2.5: Terrorism	71
4.3.2.6: Urban Fire	71
4.4 Community Hazard Vulnerability	73
4.4.1 Community Hazard Vulnerability Assessment	73
4.4.2 Critical Facilities and Infrastructure	79
4.4.3 Asset Inventory by Hazard	98
4.4.4 Tier II Hazardous Materials Assessment	99
4.4.5 Terrorism Vulnerability	102
SECTION 5: CAPABILITIES, MITIGATION AND MAINTENANCE	106
5.1 Jurisdiction Capabilities	106
5.1.1 Capability Assessment Overview	106
5.1.2 Conducting the Capability Assessment	114
5.1.3 Capability Assessment Findings	114
5.1.3.1 Planning and Regulatory Capability	115
5.1.3.2 Administrative and Technical Capability	116
5.1.3.3 Fiscal Capability	117
5.1.4 Linking Capability Assessments and Risk Assessment with the Mitigation Strategy	118
5.2 Mitigation Strategy	133
5.2.1 Overview	133
5.2.2 Mitigation Goals	134
5.2.3 Mitigation Strategy	135
5.2.3.3 Mitigation Action Plans	137
5.3 Mitigation Implementation and Plan Maintenance	189
5.3.1 Implementation	189
5.3.2 Monitoring, Evaluation and Enhancement	189
5.3.2.2 Disaster Declaration	190
5.3.2.3 Reporting of Review	190
5.3.2.4 Amendment of the Plan	190
5.3.3. Continued Public Involvement	191
5.3 Mitigation Implementation and Plan Maintenance	191
Appendix: Table of Contents	192

SECTION 1: PLAN INTRODUCTION

This section provides a general introduction to the Blount County Multi-Jurisdictional, Multi Hazard Risk Mitigation Plan. It consists of the following:

- Overview
- Emergency Management Background
- Legislative Background
- Purpose
- Scope
- Authority
- Plan Outline

1.1 Overview

Mitigation is defined as “a sustained action to reduce or eliminate risk to people and property from hazards and their effects” (Haddow and Bullock, 2003). FEMA defines mitigation as “acting before a disaster strikes to prevent permanently the occurrence of the disaster or to reduce the effects of the disaster when it occurs. It can also be used effectively after a disaster to reduce the risk of a repeat disaster” (Drabek and Hoetmer, Eds. 1991).

A countywide hazard mitigation plan that assists Blount County and local communities by having a more resilient framework will enable it to recover more quickly and easily from disasters. Return to routine as quickly as possible helps communities during the recovery process. Through the use of this plan, Blount County and the local jurisdictions will decrease the community’s vulnerability to disasters and enhance their response to disasters and public threats.

A Hazard Mitigation Plan can help reduce disaster losses in this country by effective mitigation planning. Mitigation can work effectively. Following a federally declared disaster up to 15% of the amount of the declaration may be made available for jurisdictions that have approved mitigation plans. Developing Hazard Mitigation Plans allow cities, counties, and jurisdictions the opportunities to reduce risks, not just respond and recover. The mitigation process and preplanning utilizes processes that bring together a broad spectrum of officials involved in law enforcement, medical, fire, notification, response, building codes, economic development, land-use planning, emergency management, engineering, transportation, public works, not-for-profits and the public. The cost of recovery and rebuilding post disaster caused is much greater than the cost of planning and preparing before a disaster takes place. Mitigation is a tool to help reduce damage, devastation and costs.

Mitigation can be controversial and requires public education about the benefits. It provides long term cost savings and can further the community goals for Blount County and the jurisdictions within the county since natural and man-made hazards pose a threat to every citizen and community within Blount County on some level and frequency. The impact caused by potential hazards to a community may not fully be understood or realized until a major disaster takes place. A community often then experiences the extreme hardship of significant human and economic losses. The process of all-hazard mitigation planning is the first step toward protecting a community from losses associated with hazards and resulting disasters. The following definitions are provided by FEMA with regard to Hazard Mitigation Planning.

- Hazard mitigation – Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.
- Planning – The act or process of making or carrying out plans, specifically, the establishment of goals, policies, and procedures for a social or economic unit.

Hazard mitigation planning is a key component of preventing disasters from occurring or making their impact less severe. The process of hazard mitigation planning is a critical part of any community's planning program. Since many types of hazards occur infrequently, mitigation programs for hazards are usually initiated and funded as a reaction to recover from recent disaster events. Hazard mitigation during response and/or recovery is typically more costly, in terms of money, property and human losses, on a long-term basis than is pre-disaster planning and mitigation.

1.2 Emergency Management Background

Emergency management has significantly evolved in response to changes in political, military, and natural environments. Emergency management has grown from a narrow civil defense focus, to its present concept of providing a wide array of services in response to natural and man-made hazards, including aspects of homeland security. A shift from federal-based initiatives to those which foster both local and state developed and delivered programs has taken place. Local emergency management organizations work to implement local, state and federal emergency management and homeland security policies.

Federal mitigation policy was first done in the 1930s and 1940s by the U.S. Corps of Engineers and the Tennessee Valley Authority in structural mitigation projects but was not required in other projects and programs. Historically, federal and state perspectives have shaped the focus, scope and policy of emergency management. Emergency management found its beginning and was developed immediately after World War II, as a response to military attack. The federal government created a nationwide shelter program under the provisions of the Civil Defense Act.

Mitigation did not appear in federal emergency management policy until the 1960s as part of floodplain management. The first federal assistance to state and local governments was provided under civil defense programs. At the Federal level, response and recovery from natural and man-made disasters were thought to be within the jurisdiction of state and local governments. These disasters were philosophically and legally separate from "war-related" emergencies until the late 1970s.

In 1979, The Federal Emergency Management Agency (FEMA) was established under President Carter to assist in responding to war-caused emergencies, nuclear events and natural and man-made disasters. In the 1980s, response and recovery efforts from other than war-caused disasters became eligible for federal funding. This was the first effort to view emergency management as a comprehensive set of services encompassing four phases: mitigation, preparedness, response and recovery.

Emergency Management focus changed from one of nuclear war preparedness to a more balanced focus on natural and man-made hazards and disasters. An "all-hazards" approach was emphasized. Federal assistance became available for preparedness, direct response and recovery efforts. The increasing demand on federal funds for disaster recovery assistance prompted a change in federal

policy to emphasize mitigation and providing technical assistance to build state and local government capabilities to more independently deal with emergencies and disasters that occur within their jurisdictions. Steps in the Integrated Emergency Management System include hazard analysis, capability assessment, emergency operations plans and capability maintenance, mitigation efforts, emergency operations, evaluation, capability shortfall, multiyear development plan, annual development increment, local, state, and federal resources and annual work increment.

The increasing threat of terrorism was evidenced by both domestic and foreign events, including the bombing of the New York World Trade Center in February 1993; the April 1995 bombing of the Alfred P. Murrah Federal Building in Oklahoma City; the bombing of the Khobar Towers in Saudi Arabia in June 1996; and the bombing of the U.S.S. Cole in Yemen in October 2000, demonstrated terrorists' willingness to use weapons of mass destruction. Governmental agencies at all levels began to examine the causes and effects of these events, to shape U.S. policy, and fund domestic anti-terrorism preparedness activities.

The September 11, 2001 terrorist attacks on the New York World Trade Center and the Pentagon was a defining moment in the war on terrorism. This is witnessed by the development of domestic and foreign policy, nationwide initiatives to detect and prevent terrorist attacks, and protect national critical infrastructure and systems. Under President George W. Bush, anti-terrorism activities resulted in the creation of the Department of Homeland Security. This expanded the view of emergency management as a comprehensive set of services encompassing seven phases – detection, prevention, preparedness, protection, mitigation, response and recovery.

1.3 Hazard Mitigation Legislative Background

Disaster Mitigation Act of 2000: In support of the expanded role of emergency management, Congress approved the Disaster Mitigation Act of 2000, (DMA2K0, commonly known as the 2000 Stafford Act. Section 322 is the amendment to the Stafford Act that primarily deals with the development of local hazard mitigation plans. The DMA2K legislation was signed into law on October 30, 2000 (Public Law 106-390). The interim Final Rule for planning provisions (implemented at 44 CFR Part 201) was initially published in the Federal Register in February 2002 and again in October 2002. Local hazard mitigation planning requirements are implemented in 44 CFR Part 201.6. The purpose of DMA2K was to amend the Stafford Act to establish a national program for pre-disaster mitigation, streamline administration of disaster relief at both the federal and state level, and control federal costs of disaster assistance. Congress envisioned that implementation of these new requirements would result in the following key benefits:

- Reduction of loss of life and property, human suffering, economic disruption, and disaster costs.
- Prioritization of hazard mitigation planning at the local level, with an increased emphasis placed on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical services/facilities survive a disaster.
- Establishment of economic incentives, awareness and education to state, tribal and local governments that result in forming community-based partnerships, implementing effective hazard mitigation measures, leveraging additional non-federal resources, and establishing commitments to long-term hazard mitigation efforts.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

The DMA2K legislation requires all local, county and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive HMGP funds. Each community's hazard mitigation plan must be submitted to and approved by the state and FEMA by November 1, 2005. DMA2K requires that each plan, must at minimum address or include the following general items:

- Plan Adoption by all Jurisdictions
- Planning Process including Public Involvement
- Hazard Identification and Risk Assessment
- Mitigation Strategy
- Plan Implementation and Maintenance Procedures
- Any Specific State Requirements

Hazard Mitigation Grant Program: In 1988, Congress established the Hazard Mitigation Grant Program (HMGP) by enactment of Section 404 of the Stafford Act. In 2002, regulations pertaining to the HMGP to reflect the Disaster Mitigation Act of 2000 were changed by 44 CFR Part 206, Subpart N. An Interim Final Rule was issued in October 2002, wherein the final compliance date was revised from November 1, 2003 to November 1, 2004. The HMGP assists states and local communities in implementing long-term hazard mitigation measures by providing federal funding following a major disaster declaration. Eligible applicants include state and local agencies, tribal organizations, and certain non-profit organizations. Examples of typical HMGP eligible projects include:

- Property acquisition and relocation projects.
- Structural retrofitting to minimize damages from high winds, earthquake, flood, wildfire or other natural hazards.
- Elevation of flood-prone structures.
- Vegetative management programs.

Pre-Disaster Mitigation Program: The Pre-Disaster Mitigation (PDM) Program was authorized by Section 203 of the 200 Stafford Act, 42 USC (Public Law 106-390). Funding for the program is provided through the National Pre-Disaster Mitigation Fund to assist state, local and tribal governments in implementing cost-effective hazard mitigation activities that complement a comprehensive mitigation program. Two types of grants are offered under the PDM Program.

- Planning Grants – allocated funds to be used for hazard mitigation plan development.
- Competitive Grants – distributed funds using a competitive application process wherein all state, local and tribal governments interested in obtaining grant funds can submit applications to be reviewed and ranked by FEMA using pre-determined criteria.

The minimum eligibility requirements for receiving competitive PDM funds include:

- Participation in the National Flood Insurance Program (NFIP).
- Must not be suspended or on probation from the NFIP.
- A local jurisdiction must have a FEMA approved Hazard Mitigation Plan.

Flood Mitigation Assistance Program: The Flood Mitigation Assistance (FMA) Program was created as part of the National Flood insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101) with the goal of reducing or eliminating claims under the NFIP. Funding for the program is provided

through the National Flood Insurance Fund. FMA provides funding to assist states and communities in implementing measures to:

- Reduce the number of repetitively or substantially damaged structures and the associated claims on the National Flood Insurance Fund.
- Encourage long-term, comprehensive mitigation planning.
- Respond to the needs of communities participating in the NFIP to expand their mitigation activities beyond floodplain development review and permitting.
- Complement other federal, state and local mitigation programs with similar, long-term mitigation goals.

There are three types of grants available under FMA:

- FMA Planning Grants are available to states and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for FMA Project Grants.
- FMA Project Grants are available to states and NFIP participating communities to implement measures to reduce flood losses. Ten percent of the Project Grant is made available to states.
- Technical Assistance Grants are a part of Project Grants. Up to 10% of the Project Grant is made available to the states for technical assistance. These funds may be used by the state to help administer the program.

Eligible communities may apply for an FMA planning grant. The NFIRA stipulates that to be eligible to receive an FMA grant, a community must have a FEMA-approved mitigation plan and must be participating in the NFIP. Examples of eligible FMA projects include:

- Acquisition of NFIP-insured structures and underlying real property.
- Demolition of NFIP-insured structures and acquire or restricted real property.
- Minor physical flood mitigation projects that do not duplicate the flood-prevention activities of other federal agencies, that lessen the frequency or severity of flooding, and decrease predicted flood damages in local areas. These include modification of existing culverts and bridges, installation or modification of floodgates, stabilization of stream banks, and creation of small debris or flood/storm water retention basins in small watersheds. Construction or improvement of major structural flood-control structures such as dikes, levees, dams, seawalls, groins and jetties, and projects consisting of channel widening or stream alignment are not eligible, as indicated in Section 1366.
- Other activities that bring an NFIP-insured structure into compliance with the authorized statutory floodplain management requirements of 44 CFR Part 60.3.
- Relocation of NFIP-insured structures from acquired or restricted real property to sites not prone to flood hazards.
- Elevation of NFIP-insured residential structures, and elevation or dry flood proofing of NFIP-insured non-residential structures, in accordance with 44 CFR Part 60.3.

1.4 Plan Purposes

The key purposes of this plan are:

- To improve emergency preparedness
- To reduce the potential impact of natural and man-made disasters on Blount County and all jurisdictions within the county

- To improve the disaster response and recovery capability of all jurisdictions within Blount County
- To identify and implement cost effective Hazard Mitigation strategies in the county to accomplish the identified goals and to increase the acceptance of mitigation as an effective tool
- To involve members of the county, cities, public and other agencies to draft and adopt an action plan that serves as the blueprint for future development and preparedness activities across the county.
- To identify possible risks and hazards that may affect Blount County through a systematic hazard identification and risk assessment process.
- To prioritize loss reduction and emergency preparedness activities for disasters.
- To determine areas within Blount County that may be vulnerable to various hazards.
- To develop strategies and the best practices to avoid and mitigate impact of hazards.

1.5 Plan Scope

This Hazard Mitigation Plan will be updated and maintained by Blount County to continually address hazards determined to be of high and moderate risk through the detailed vulnerability assessment for the county and its jurisdictions. Hazards that at the present time pose a low or negligible risk will continue to be evaluated for future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. The geographic scope (i.e. the planning area) for the Plan includes all incorporated and unincorporated areas of Blount County. This includes the following governmental jurisdictions:

- Blount County
- City of Alcoa
- City of Friendsville
- City of Louisville
- City of Maryville
- City of Rockford
- City of Townsend

1.6 Plan Authority

This hazard mitigation plan has been adopted by Blount County and its incorporated municipal jurisdictions in accordance with authority and powers granted to counties, cities, and towns as defined by the State of Tennessee.

This Plan was developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules and legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and
- FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

1.7 Plan Outline

Section 1: Introduction provides the overview, scope and purpose of the plan and planning process.

Section 2: Planning Process describes the process used to develop Blount County's Multi-jurisdictional, All-Hazard Risk Mitigation Plan. The description provides a general overview of local hazard mitigation planning as well as specific procedures used by Blount County to prepare its Plan. It includes a description of who was involved as members of the advisory committee, stakeholders, agencies and departments and documents the results of meetings. It also shows the opportunities available for the public and other stakeholders to participate in the plan development process.

Section 3: Community Profile describes the general makeup of Blount County and its local jurisdictions, which include the City of Alcoa, City of Friendsville, the City Louisville, the City of Maryville, the City of Rockford and the City of Townsend including prevalent geographic, demographic and economic characteristics. This baseline information provides an overview of the countywide planning area and thereby assists Blount County in recognizing those social, environmental and economic factors that ultimately play a role in determining community vulnerability to hazards.

Section 4: Hazard Assessment is composed of: Hazard Identification, Hazard Analysis, and Community Vulnerability. These sections serve to identify, analyze and assess Blount County's overall risk to hazards. The risk assessment also defines any hazard risks that may uniquely or exclusively affect the individual municipal jurisdictions. The risk assessment builds on available historical data from past hazard occurrences, establishes hazard-by-hazard profiles, and culminates in a hazard risk ranking based on conclusions about the frequency of occurrence, spatial extent, and potential impact of each hazard. FEMA's HAZUS®MH loss estimation methodology was also used in evaluating some known hazard risks by long-term costs in expected damages. The information generated through the risk assessment serves a critical function as communities seek to determine the most appropriate mitigation strategies to identify and implement. .

Section 5: Capability Assessment, Mitigation and Maintenance provides an examination of Blount County and the participating local jurisdictions' capacity to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance capability.

Capabilities addressed in this section include planning and regulations, administrative capability, technical and fiscal capability. Information was obtained through the use of detailed survey questionnaires for local officials and an inventory and analysis of existing plans, ordinances and relevant documents. The purpose of this assessment is to identify any gaps, weaknesses or conflicts in programs or activities that may hinder mitigation efforts, and to identify those activities that are essential in establishing a successful and sustainable community hazard mitigation program. The community profile, risk assessment, and capability assessment.

Mitigation Strategies includes Mitigation Strategic Goals and Mitigation Actions. Goals consist of broad statements for each local jurisdiction participating in the planning process. Strategies provide the foundation for identifying and prioritizing mitigation actions. This section is designed to make the Plan effective, through the identification of long-term goals, and functional through the identification of short-term and immediate strategies that will guide day-to-day decision-making and project implementation. Priorities are identified in ten major areas.

Project Maintenance includes the measures Blount County and its municipal jurisdictions will take to ensure the Plan's continuous long-term implementation. The procedures also include the manner in which the Plan will be regularly evaluated and updated to remain a current and meaningful planning document. The plan will be reviewed annually and updated every five years.

SECTION 2: PLANNING PROCESS

This section of the Plan describes the mitigation planning process undertaken by Blount County in preparation of the Hazard Mitigation Plan. It consists of seven subsections:

- Overview of Hazard Mitigation Planning
- Preparing the Plan
- The Planning Team
- Community Meetings and Workshops
- Involving the Public
- Involving Stakeholders
- Multi-Jurisdictional Participation

2.1 Overview of Hazard Mitigation Planning

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks, and determining how best to minimize or manage those risks. This process results in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision. To ensure the functionality of each mitigation action, responsibility is assigned to a specific individual, department or agency, along with a schedule for action implementation. Plan maintenance procedures are established for the monitoring or implementation progress, and the evaluation and enhancement of the mitigation plan. These plan maintenance procedures ensure that Blount County's Hazard Mitigation Plan remains a current, dynamic and effective document over time. Mitigation planning offers many benefits, including:

Saving Lives and Reducing Injuries
Preventing or Reducing Property Damage
Reducing Economic Losses
Minimizing social dislocation and stress
Minimizing agricultural losses
Maintaining critical facilities in functioning order
Protecting infrastructure from damage
Lessening legal liability of government and public officials
Providing positive political consequences for government action

Mitigation planning can produce long-term and recurring benefits by breaking the repetitive cycle of disaster loss. A major assumption of hazard mitigation is that pre-disaster investments will significantly reduce the demand for post-disaster assistance. Mitigation practices enable residents, businesses, and industries to recover in the wake of a disaster, to ensure the community economy is re-established quicker and with less interruption.

The benefits of mitigation planning cover more than simply reducing hazard vulnerability. Measures such as the regulation of land in known hazard areas can help achieve multiple community goals such as preserving open space, maintaining environmental health, and enhancing recreational opportunities. The local mitigation planning process be integrated with other local planning efforts,

and any proposed mitigation strategies be congruent with other existing community goals and initiatives.

2.2 Preparing the Plan

The preparation of the Blount County plan utilized the approach of multi-jurisdictional planning as recommended by FEMA. The plan was designed to meet the 44CFR requirement 201.6 (c)(1). The planning process incorporated eight major steps:

1. Mitigation planning community kickoff meeting
2. Individual or small group meetings with individuals, groups, governmental officials, community members at large
3. Capabilities, hazard risk and vulnerability data collection
4. Stakeholder meeting to review selected mitigations and provide input
5. Vulnerability assessment based on the stakeholder's input
6. Mitigation plan draft sent to stakeholders and reviewers for input
7. Community meeting held to review draft plan
8. Plan adoption by each municipality

The Blount County Emergency Management Agency staff held individual community and agency planning meetings prior to the official advisory committee meeting in May of 2005. Individual and small group meetings seeking plan input were conducted in April 2005-October 2005. The format of individual and group meetings varied to include personal and small group and departmental interviews, telephone interviews, group meetings, conference calls and one on one meetings. Meetings were held with representatives of the jurisdictions within the county. Capabilities, hazard risk and vulnerability data was collected from representative of the Blount County government. The existing plans reviewed, input sought from the Blount County Health Department, the Blount County Schools, City of Alcoa Schools, City of Maryville Schools, E-911, Rural Metro, the Blount County Sheriff's Department, The Blount County Fire Department, the City of Alcoa, the City of Maryville, the City of Friendsville, The City of Louisville, the City of Rockford and the City of Townsend, the American Red Cross, police and fire within all jurisdictions, major employers and others.

The Blount County Hazard Mitigation Plan Executive Advisory Committee met on May 18, 2005 on the campus of Maryville College and a meeting of thirty plus representative Stakeholders was held on July 11, 2005 on the campus of Maryville College also. This group participated actively in needs and risk assessment and mitigation process strategy development. They also participated in an extensive nominal group process to generate and evaluate local mitigation goals and strategies/actions. The planning process and priority needs were discussed. A public and citizens meeting was held on August 31, 2005 to gain additional input from citizens.

2.3 The Planning Team

<u>Name</u>	<u>Organization and Position</u>
Kelley Mure thru September 2005 ****Currently vacant****	Blount County EMA Director
Kathy Shields	Asst. Director Blount County EMA

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Donna Overstreet	Blount County E911
Jeremy Pearson	City of Alcoa Planning Department
Doug McClanahan	Blount County Fire Department
Mike Sing	Maryville Fire Department
Rob Webb	Rural/ Metro
Rick Arnold	Alcoa Police Department
Ron Dunn	Blount County Sheriff's Office
Mike Johnston	Maryville Police Department
Don Stallions	Blount County Government/Risk Management
Mary K Caylor	American Red Cross
Betty Hale	American Red Cross
James Rushing	Civil Air Patrol
Terry Willett	City of Rockford
David Hodges	Maryville Fire Department
Ed Mitchell	Maryville Fire Department, Fire Chief
Carl McDaniel	TEMA
Scott Poland	Director of Maryville Planning
John Lamb	Blount County Planner
Micky Roberts	Blount County Health Department
Jimmy Long	Blount County Sheriff's Department
Tony Abbott	Blount County Highway Department
Brian Bell	Blount County Schools
Mark Tipton	Alcoa Police
Larry Graves	Alcoa Fire Department
Roger Robinson	Alcoa Fire Department
Stan Totten	Townsend Fire Department
Lt. Sharon Moore	Maryville Police Department
Chico Messer	Tennessee Air National Guard
Bruce Lonas	Tennessee Air National Guard
Mark Griffith	Blount Memorial Hospital

Stan Burnette	Blount County Schools

2.4 Community Meetings and Workshops

The Disaster Mitigation Act of 2000 places new emphasis on State and local mitigation planning for natural hazards. It also establishes a national Pre-Disaster Mitigation Grant Program. To be eligible for grant money to put toward mitigation projects through Tennessee Emergency Management Agency (TEMA) under this program, as well as FEMA's Hazard Mitigation Grant Program, a jurisdiction must have submitted a plan to the Federal Emergency Management Agency (FEMA) for approval. The process of developing this plan primarily consisted of the following general tasks:

- Hazard identification and analysis
- Risk assessment
- Development of mitigation strategies
- Establishment of a plan maintenance process

The hazard analysis and risk assessment were provided to TEMA for their review during the middle of the process. The next step is to identify feasible mitigation measures that should be included in the plan. The plan covers the unincorporated areas of the County as well as all of the municipalities..

Two stakeholders meetings of the planning committee were held in May and July 2005 and draft copies distributed for review and correction. A community meeting was held on August 31, 2005, to present the draft plan and the proposed mitigation measures and receive feedback. Comments from this public meeting, as well as meetings held previously with representatives from the towns and with the Local Emergency Planning Committee (LEPC), were incorporated into the plan.

2.5 Involving the Public

A key component of the Blount County plan involved public and community participation. Citizen involvement provided the planning committee and stakeholder's insight into local issues and specific concerns of the citizens. By allowing citizen input and participation, the community has a sense of ownership in the plan and will possess an increased awareness of hazards and possible mitigation strategies. Public awareness is a key component of an overall mitigation strategy aimed at making a home, neighborhood, school, business, industry, or city safer from the effects of natural and/or manmade hazards.

Members of the community at large have been involved in each stage of the planning process, culminating with the plan being available at the library for citizen review and input prior to the public meeting. The plan was posted on the county web site, made available for public review and sent for revisions and input at each step. After the public meeting, the document was submitted to each city, county and jurisdiction to be approved. Major citizen concerns were roads and transportation, planned growth, lack of infrastructure to handle the current rate of growth, weather events and flood related events. Current issues related to school violence and "hate-crimes" in the community are areas of concern.

2.6 Involving the Stakeholders

A wide range of stakeholders were invited to participate in the initial meeting with additional persons being invited after the small group and/or individual meetings were held. Interested parties were invited to participate in the second stakeholder's meeting even if they had not attended the first meeting. Stakeholder's represented each of the jurisdictions, municipalities and cities as well as Blount County. The hospital, health department, TEMA, Civil Air Patrol, all Fire Departments, City Planners, police and sheriff's department, EMS, 911, Rural Metro, private business persons, non-profit agency staff, departments within the cities and county and other interested parties were involved.

2.7 Multi-Jurisdictional Participation

The plan is multi-jurisdictional and will be approved by all of the jurisdictions listed below.

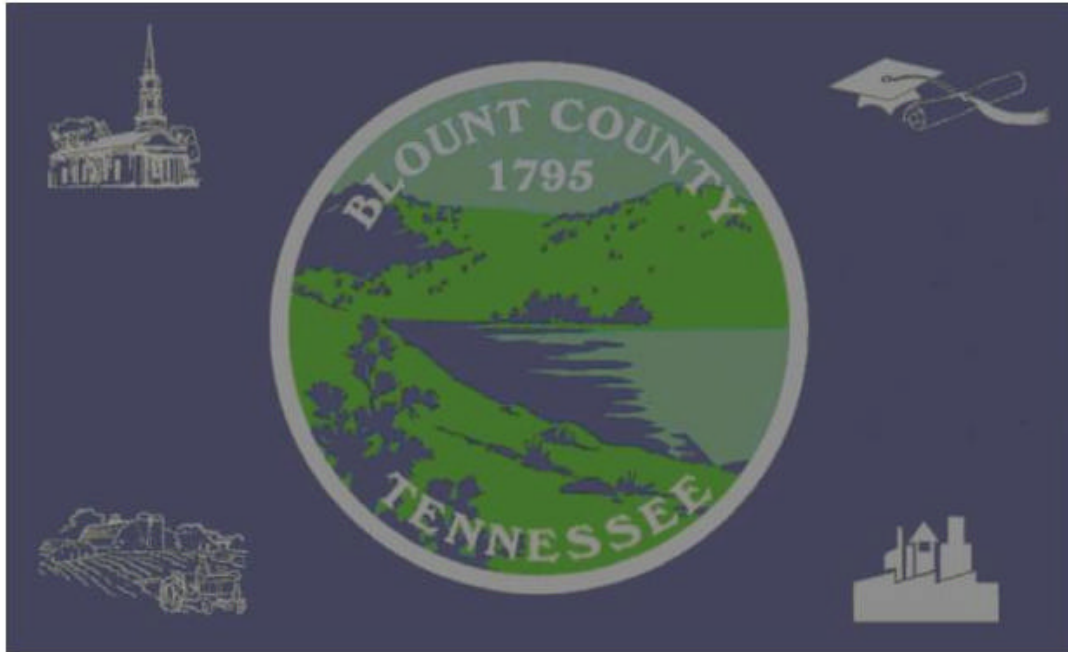
This Hazard Mitigation Plan will be updated and maintained by the Blount County Department of Homeland Security to continually address hazards determined to be of high and moderate risk through the detailed vulnerability assessment for Blount County. Other hazards that pose a low or negligible risk will continue to be evaluated for future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. The geographic scope (i.e. the planning area) for the Plan includes all incorporated and unincorporated areas of Blount County. This includes the following governmental jurisdictions:

- City of Alcoa
- Blount County
- City of Friendsville
- City of Louisville
- City of Maryville
- City of Rockford
- City of Townsend

SECTION 3: JURISDICTION PROFILES

3.1 Jurisdiction Description and Environment

3.1.1 Description



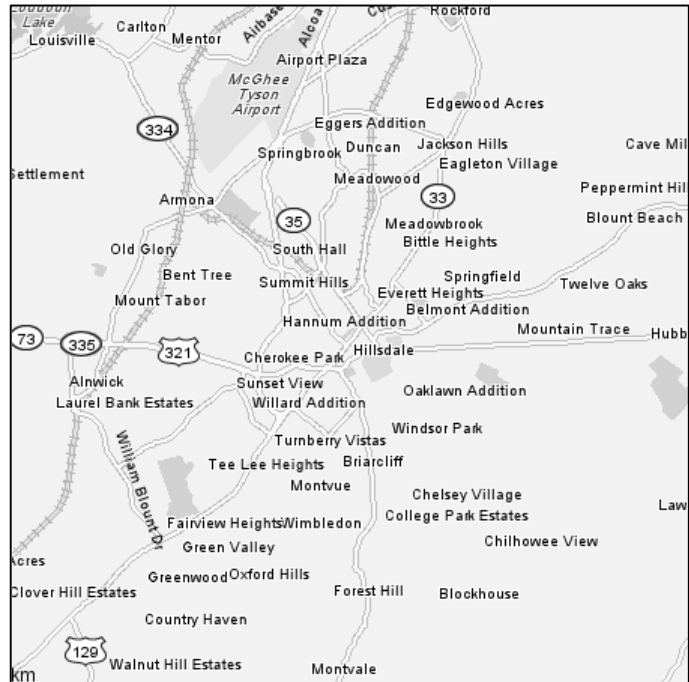
Blount County is one of the oldest counties in Tennessee. The County was the tenth created in Tennessee when a part of Knox County was separated by the Territorial Legislature in 1795. It was named after William Blount, Governor of the Territory of the United States "South of the River Ohio." The County seat was authorized to be laid out in 1795 and was named Maryville in honor of Mary Blount, the wife of Governor William Blount. Settlement of the area began in 1785 mainly with Scotch-Irish Presbyterians. The early settlers were thrifty and energetic people who moved westward from Virginia and North Carolina. These settlers, for the most part, were not wealthy landowners, but instead were looking for fertile land to farm, ample water supply, and abundant resources of lumber. Lumbering was the first primary industrial trade in Blount County. Today, lumbering has been replaced with many varied occupational opportunities. Over 100 manufacturing plants can be found in Blount County. DENSO Manufacturing TN, Inc. and Rubbermaid are two of the areas newest and growing employers. Denso, with over 2,400 employees, is the largest employer in the county, with the school system, ALCOA and Blount Memorial Hospital being other leaders. The principal employer for the residents of the county for years was ALCOA, Inc. (formerly known as the Aluminum Company of America, (Alcoa), which established its Tennessee Operations in 1912, is the County's 3rd largest employer with approximately 2,050 persons.

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

There are over 200 churches in the County, representing faiths of all denominations. Blount Memorial Hospital, equipped with the most modern equipment, and staffed by a competent medical staff, serves the need of this and adjoining counties. There are three main public school systems in Blount County: Alcoa City Schools, Maryville City Schools, and Blount County Schools. These three systems jointly received the State Department of Education's Governor's A+ Award for community commitment to excellence in education. Also, there are three private schools that serve the area: Foothills Christian Academy, New Horizon Montessori School, and Maryville Christian School.

There are a number of colleges and universities that serve the Blount County area, a few of which are: the University of Tennessee at Knoxville, Maryville College, and Pellissippi State Technological Community College.

The County contains 584 square miles and is bordered on the east by the Great Smoky Mountains National Park and on the west by the great chain of lakes created by the Tennessee Valley Authority. Little River, flowing out of the Great Smoky Mountains, winds its way across the County and pours into the Tennessee Valley lakes. The Little Tennessee River parallels the southern border. The County is served by several major highways: U.S. Highway 129, 411 and 321, as well as State Route 33 and 95, and State Highway 73 leading directly into the Great Smoky Mountains National Park. McGhee Tyson Airport is located within the city limits of Alcoa. The facility is the principal commercial airport for East Tennessee.

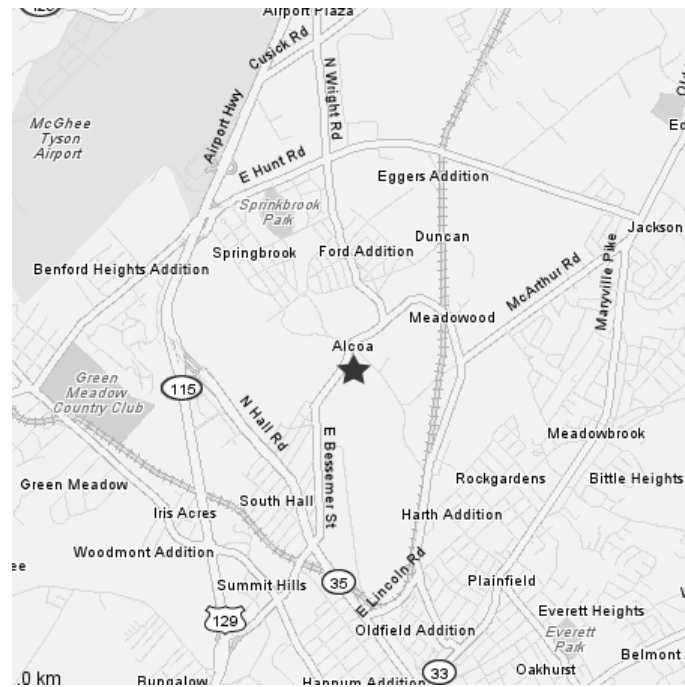


The County has a population of 105,823 according to the latest census information (July 1, 2000). The County seat of Maryville has a population of 23,120. The City of Alcoa, formerly known as North Maryville and named after the County's largest employer, has a population of 6,400.

Blount County is governed by the Blount County Commission and by the County Executive. The central department of the government is housed in the Blount County Courthouse, which is located in the City of Maryville. The County is divided into 10 Commission districts with a total of 21 commissioners representing those districts. The Commission meets monthly and whenever necessary for called meetings. (<http://www.blounttn.org/about.htm>)

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

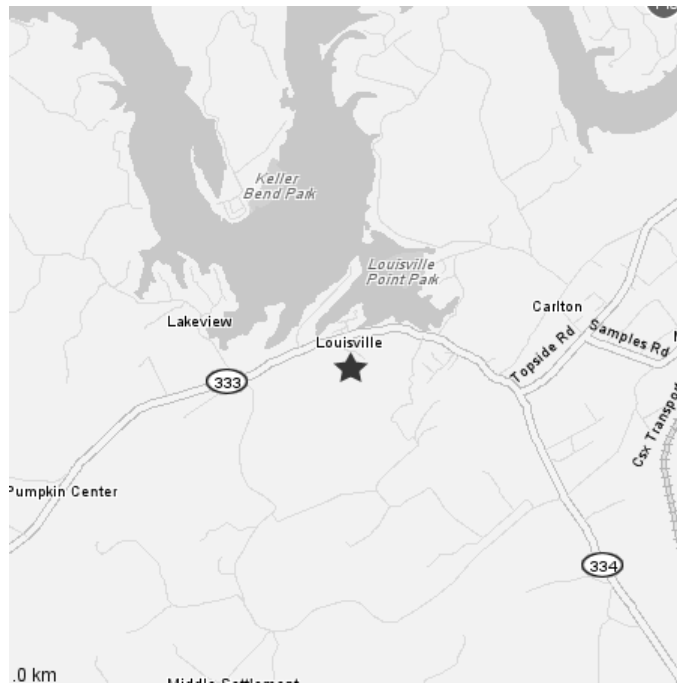
The City of Alcoa



Friendsville



Louisville



City of Alcoa –

History - The City of Alcoa began as a “company town” and was settled and grew along with its sister city, Maryville, through the 19th Century. Even so, incorporation did not take place until much later. Given its formation as a “company town”, a great deal of its history originates with the aluminum company, Alcoa, Inc., formerly known as the Aluminum Company of America (ALCOA) for which the City got its name.

In 1910, Alcoa, Inc. began a long-range program of power development on the Little Tennessee River near present-day Calderwood. Construction was begun on several dams which would supply the great amounts of low-cost hydroelectric power necessary for the production of aluminum. Three years later, the company purchased large tracts of land north of Maryville for the establishment of reduction plants and began construction of the first plant in 1914. Expansions and additions were continuous since the establishment of the first plant, as the aluminum company grew into one of the state’s leading industries.

The City was planned and laid out by Alcoa engineers and by 1919 contained houses, stores, schools and other features. These early planners provided for water, sewer and lighting; established zoning for industry, business and residential uses; and provided for community facilities to include one (1) acre of land for parks for each 100 persons. The original site for the City covered five and one-half square miles and was designed for a population in excess of 10,000. It has since grown to a size of almost 15 square miles. In April 1919, the city was chartered for the commission-manager form of government and was incorporated in July of the same year.

Alcoa grew rapidly until 1930, suffered a decline in population during the depression, then grew rapidly again, during, and after World War II. Residential growth took place in several rather well defined neighborhoods, while commercial growth concentrated along the highway leading to

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Knoxville and Maryville (Alcoa Highway). Recreation facilities, including a large swimming pool, a golf course and parks, were added during this period.

Present day - Alcoa is proactively involved in development recruitment and has diversified its economy since the early 1990's. This initiative and Alcoa's exceptional location has expanded Alcoa from an industrialized community, made up of an aging housing stock, to a sustainable community made up of an array of uses - such as low to medium residential, office, commercial and industrial. This mix has and will continue to establish a diverse employment base - one that has strengthened the employment opportunities for City residents, as well as those commuting into the area.

The City is a benchmark community. Its citizens are safe, well served and proud of their neighborhoods. Comprehensive services are provided to citizens and customers using the latest available methods and technology. Employees are professional and effective. A superior quality of life is emphasized. The mission of the City is to provide its customers with comprehensive, innovative services that are second to none. Excellence in service is achieved by continuously seeking avenues of improvement in quality, efficiency and reliability.

City of Maryville –

History - Fort Craig, which was located on Pistol Creek, was the first settlement in the area which is now the City of Maryville. The fort was built in 1785 to protect settlers from Indian attack. In 1786, the first church was established and constructed of hewn logs.

The City of Maryville was established on July 11, 1795, by an act of the General Assembly of the Territory South of the Ohio River. Seven commissioners were appointed and were to obtain fifty acres of land. These fifty acres were to be divided into lots and sold, with the proceeds to be used for construction of a courthouse and jail. One reason for locating the town in this particular area was the abundance of springs for a water supply. Located in Blount County, Maryville was named in honor of Mary Grainger Blount, wife of Governor William Blount. The county was named in honor of Governor Blount. Almost a year later, on June 1, 1796, the State of Tennessee became the 16th state in the Union.



In 1819, Southern and Western Theological Seminary was opened. The name was changed to Maryville College in 1842.

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

During the Civil War, much of Maryville was damaged by fire and artillery. In one instance, a fire was set to try to flush Union soldiers from the courthouse then located on Broadway. The courthouse was spared, but many buildings surrounding it were destroyed.

The first railroad, the Knoxville and Charleston, was built into Maryville in 1868. In the late 1870's, Maryville acquired and opened its first public school. The first electric system was started in 1890 by Maryville Woolen Mills. In 1906, a branch line of the Louisville and Nashville Railroad arrived in Maryville.

The first water system was completed in 1916, being constructed of cast iron lines. About a year later, the first sanitary sewer system was completed. In 1956, the water filtration plant on Sevierville Road was put into operation.

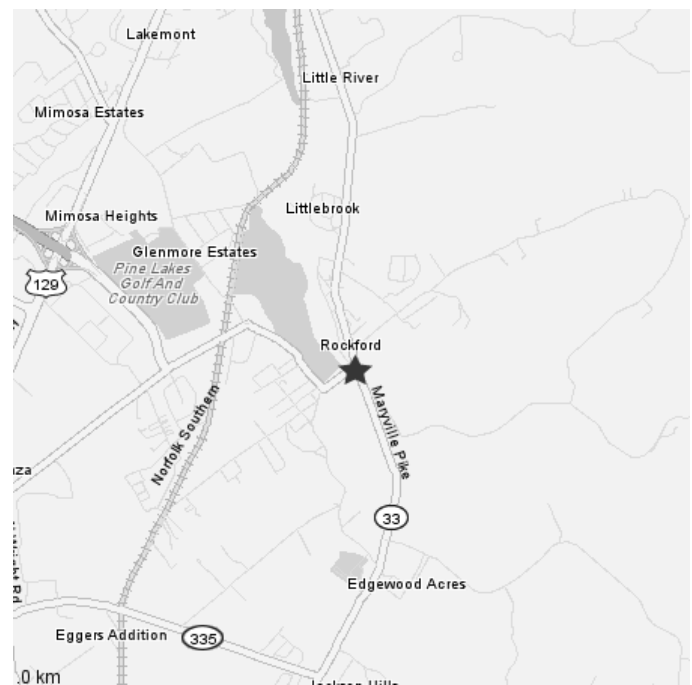
Present day - Like many downtowns throughout the nation, development of contemporary malls and the proliferation of shopping centers lured businesses and customers away from the downtown area. However, unlike many other downtowns throughout the country that have been lost, dozens of historic structures in downtown Maryville remain and have enjoyed continuous use, or have been rehabilitated more recently. Currently, Maryville's downtown offers the community and visitor's entertainment, office, restaurant, retail, recreation, government, education and religious institutions, medical, and housing opportunities. In addition, the new Blount County Library and scheduled community programs will further improve downtown's position in attracting individuals and families throughout the weekdays and weekends. The City of Maryville is committed to helping invigorate reinvestment of downtown properties by obtaining grants used for road and sidewalk improvements, safe and attractive lighting, benches, landscape and informative signage. The City and participating community businesses also sponsor numerous events downtown that add to the use and enjoyment of the downtown area.

The population of Maryville is more than 23,000, and the town encompasses 13 square miles. Maryville is on the cutting edge in many areas of city government, developing and implementing programs to provide a modern, safe, and beautiful place to live and visit. (<http://www.ci.maryville.tn.us/cityhist/index.htm>)

City of Rockford

History - The City of Rockford was established in 1786 and incorporated in May of 1972. The name Rockford probably originated as "Rocky Ford" a reference to the important river crossing on the Old Federal Road connecting Knoxville to Maryville. Rockford was one of the most used Little River crossing areas prior to the time of bridges.

The first settlers came to the area after the Revolutionary War. These settlers were from Virginia and laid claim to the rich bottom land along the Little River. During the early



settlement period, there were recorded skirmishes with Native Americans who were occupying the same land.

Rockford's overall landscape has changed little over the past 200 years. Most of the industry in the City is not readily apparent to the casual traveler. Most of the major road ways travel through scenic woodlands and pasture lands.

Present day - The City of Rockford is home to over 30 businesses. The oldest continually operating company in the city is Rockford Manufacturing Company. Originally this company, established in 1817, was a mill for grinding corn. Over the next 180 years it developed into a textile mill.

Rockford City Park is located on the Little River. The park offers beautiful views and a peaceful setting for picnics or just some quiet time. The park also offers a playground, a covered picnic pavilion and a small gazebo.

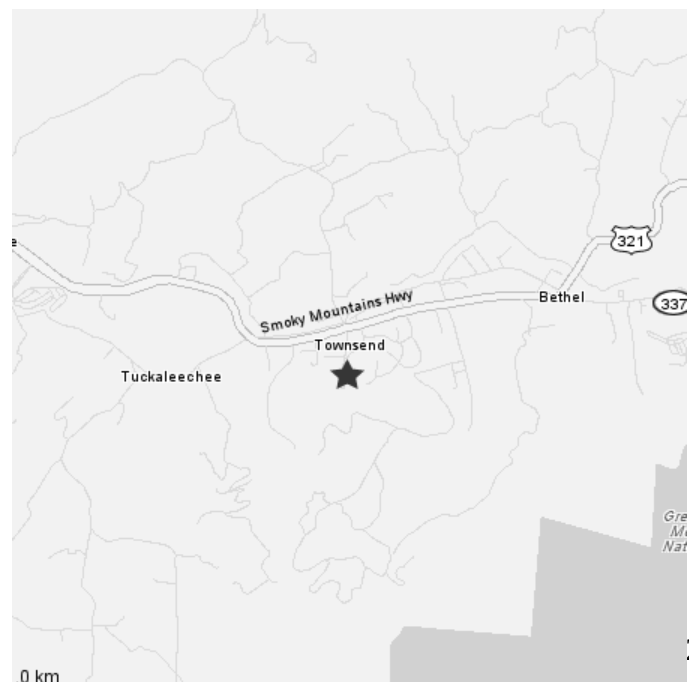
Rockford is home to approximately 854 residents. Many of them are direct descendents of the original settlers to the area. The beauty and quiet of the city has kept these people home in Rockford.

While small, Rockford does take the safety and protection of its residents seriously. The elected and appointed city officials are continually working to make the City of Rockford a safe place to live and raise a family.

Townsend

History - Prior to 1900, this area of the Little River Valley and the surrounding tributary streams was called Tuckaleechee Cove - a name meaning "peaceful valley" given to the region by the Cherokees who lived here prior to the first white settlers arrival in the late 1700s. For more than a century after these first settlements, it remained a "peaceful valley," with subsistence farming along the valleys being the primary livelihood of the inhabitants. Then for a relatively brief period of less than 40 years it was a beehive of commercial lumbering activity. But since the establishment of the Great Smoky Mountains National Park in the 1930s, the area has re-emerged as "The Peaceful Side of the Smokies" TM.

In 1900, Wilson B. Townsend and a group of fellow Pennsylvanians formed the Little River Lumber Company, initially intended to supply tanbark for a tannery located at Walland. They bought nearly 80,000 acres of land, much of which now comprises the Great Smoky Mountains National Park. In order to log the rugged terrain and move the logs to the mill, they established the Little River Railroad. The headquarters for both the railroad and the lumber company were located in the village which was named Townsend. From here, rails were run deep into the mountains - with workers, equipment, and tools hauled in and logs hauled out by the power of the Shay



locomotives, small, powerful, cog driven steam engines which had been developed specifically for working on steep slopes such as these.

Even during this period of intense commercial activity, the scenic mountain country became a popular attraction once the railroads had opened relatively easy access to it. Some of the logging camps, notably Elkmont, began to evolve into tourist hotels. As logging activities began to wane and the railroad tracks removed, the rail beds provided the beginnings of roadways and trails into the Smokies. A prime example is the scenic Little River Road now running from Townsend all the way along the wilds of the Little River to the Sugarlands Visitors Center. This was originally the rail bed of the Little River Railroad. In the mid 1930s, most of the forest land originally acquired by W.B. Townsend was sold to the state of Tennessee which turned it over to the National Park Service to form a major part of the Great Smoky Mountains National Park.

Present day - Because of its proximity to Cades Cove and the easy access to the scenic Little River portion of the park, Townsend became a major portal for visitors to the national park. The other main park portals such as Gatlinburg, Pigeon Forge and Cherokee have seen the development of entertainment and "tourist" centers, many totally unrelated to the natural beauty of the Smoky Mountains, which draw crowds of tourists - and the corresponding traffic jams. Unlike these more commercialized portals, the Townsend area has remained primarily an uncluttered, pleasant, scenic destination for those who want to enjoy the natural beauty of the Smokies without undue artificial distractions. (<http://www.townsendchamber.org/>)

3.1.2 Jurisdiction Geography and Climate

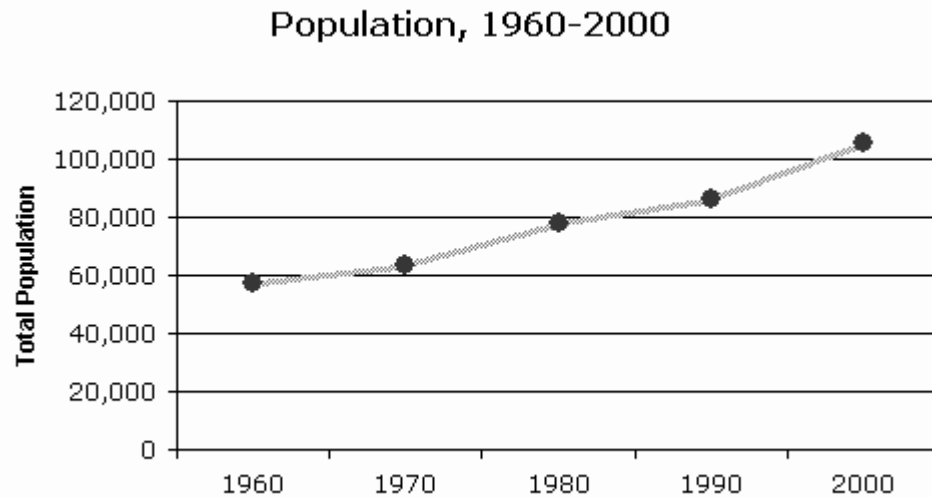
Location				Area	Elevation
				Sq. Miles	Feet
Maryville 35.76N, 83.99 W				559	980
July Average Temperature		January Average Temperature		Average Precipitation	
High	Low	High	Low	Rain Inches	Snowfall Inches
87	47	68	30	47	12
Prevailing Winds-Southwest					

*Source: State of Tennessee Department of Economic and Community Development www.tnecd.gov

3.2 Jurisdiction Population and Demographics

3.2.1 Population

Blount is one of 95 counties in Tennessee. It is part of the Knoxville, TN (MSA). Its 2003 population of 111,521 ranked 10th in the state. ([BEARFACT, Bureau of Economic Analysis](#))



Blount County – Population, 1960-2000, 2010 estimated

	1960	1970	1980	1990	2000	2010
Total	57,525	63,744	77,770	85,969	105,823	126,988
Change		6,219	14,026	8,199	19,854	21,165
% Change		10.81%	22.00%	10.54%	23.09%	20.00%

*Source: Census data (www.census.gov - Population Growth)

3.2.2 Demographics

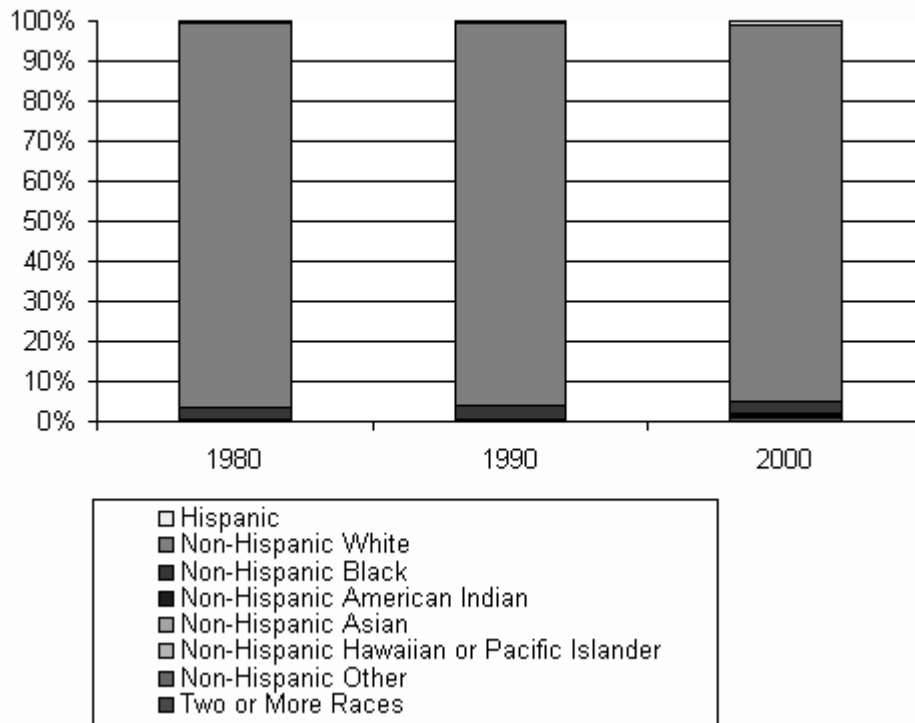
On the 2000 Census questionnaire, "race" and "Hispanic ethnicity" are listed as separate questions. A person of Hispanic ethnicity is anyone who identifies with that social group, and so can be of any race. This can make data on race and ethnicity difficult to interpret.

Race data is also difficult to compare from Census to Census because categories have changed over time. For example, the 2000 Census was the first to offer the category "Native Hawaiian or Other Pacific Islander," and those people could have responded in a number of different ways in previous years.

The 2000 Census also marked the first time that respondents were allowed to select more than one racial category. On earlier Censuses, multiracial individuals were asked to choose a single racial category, or respond as "Some Other Race." ([CensusScope – Population by Race](#))

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Race and Ethnicity Selections, 1980-2000



	1980		1990		2000	
	Number	%	Number	%	Number	%
Total Population	77,770	100.00%	85, 969	100.00%	105,823	100.00%
Total Hispanics	421	0.54%	368	0.43%	1,120	1. 60%
White*	74,490	95.78%	82,207	95.62%	99,596	94.12%
Black*	2,566	3.30%	2,780	3.23%	3,052	2.88%
American Indian and Alaska Native*	104	0.13%	190	0.22%	282	0.27%
Asian*	135	0.17%	405	0.47%	759	0.72%
Hawaiian and Pacific Islander*	-	-	-	-	26	0.02%
Other*	54	0.07%	19	0.02%	54	0.05%
Two or More Races*	-	-	-	-	934	0.88%

* Non-Hispanic only; in 1980 and 1990 “Asians” includes Hawaiians and Pacific Islanders

The City of Alcoa has a population made up of 3,698 Males (47.8%) and 4,036 Females (52.2%). When Alcoa’s demographics are compared to the state average, it is notable that:

- Median house value **below** state average.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

- Black race population percentage **significantly above** state average.
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Length of stay since moving in **above** state average.
- Percentage of population with a bachelor's degree or higher **below** state average.
- Population density **below** state average for cities.

The Town of Friendsville has a population made up of 447 Males (50.2%) and 443 Females (49.8%). When Friendsville's demographics are compared to the state average, it is notable that:

- Median house value **below** state average.
- Black race population percentage **significantly below** state average.
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Length of stay since moving in **above** state average.
- Percentage of population with a bachelor's degree or higher **below** state average.
- Population density **below** state average for cities.

The Town of Louisville has a population made up of 984 Males (49.2%) and 1,017 Females (50.8%). When Louisville's demographics are compared to the state average, it is notable that:

- Black race population percentage **below** state average.
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Renting percentage **below** state average.
- Number of college students **below** state average.
- Population density **significantly below** state average for cities.

The City of Maryville has a population made up of 10,667 Males (46.1%) and 12,453 Females (53.9%). When Maryville's demographics are compared to the state average, it is notable that:

- Median house value **below** state average.
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Institutionalized population percentage **above** state average.

The City of Rockford has a population made up of 385 Males (48.2%) and 413 Females (51.8%). When Rockford's demographics are compared to the state average, it is notable that:

- Median house value **below** state average.
- Unemployed percentage **below** state average.
- Black race population percentage **significantly below** state average.
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Number of college students **below** state average.
- Population density **significantly below** state average for cities.

The Town of Townsend has a population made up of 113 Males (46.3%) and 131 Females (53.7%). When Townsend's demographics are compared to the state average, it is notable that:

- Unemployed percentage **significantly below** state average.
- Black race population percentage **significantly below** state average.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

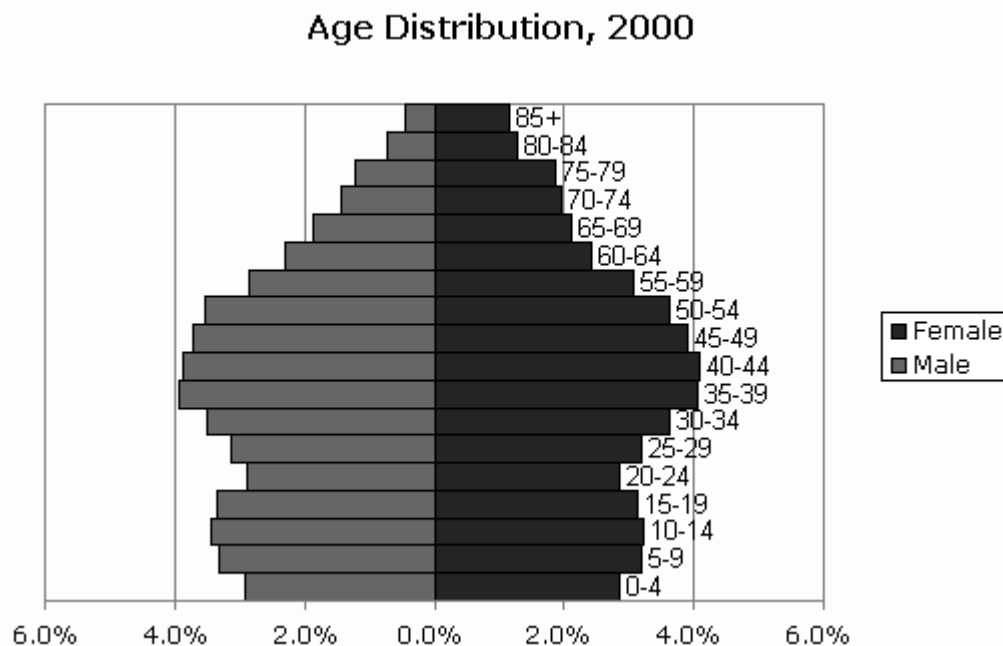
- Hispanic race population percentage **significantly below** state average.
- Foreign-born population percentage **significantly below** state average.
- Renting percentage **below** state average.
- Length of stay since moving in **above** state average.
- Population density **significantly below** state average for cities.

(<http://www.city-data.com>)

3.2.3 Age Characteristics

When drawn as a "population pyramid," age distribution can hint at patterns of growth. A top heavy pyramid suggests negative population growth that might be due to any number of factors, including high death rates, low birth rates, and increased emigration from the area. A bottom heavy pyramid suggests high birthrates, falling or stable death rates, and the potential for rapid population growth. But most areas fall somewhere between these two extremes and have a population pyramid that resembles a square, indicating slow and sustained growth with the birth rate exceeding the death rate, though not by a great margin. The age distribution of Blount County is depicted below:

([CensusScope – Age Distribution](#))



When analyzed, all jurisdictions within Blount County demonstrate age characteristics **above** the state average.

Alcoa median age is 39.8 years, which is **above** the state average.

Friendsville median age is 40.2 years, which is **above** the state average.

Louisville median age is 40.0 years, which is **above** the state average.

Maryville median age is 38.3 years, which is **above** the state average.

Rockford median age is 39.9 years, which is **above** the state average.

Townsend median age is 55.7 years, which is **significantly above** the state average.

(<http://www.city-data.com/city/Tennessee.html>)

3.3 Jurisdiction Economics – Earnings and Employment

3.3.1 Earnings

In 2003 Blount had a per capita personal income (PCPI) of \$26,253. This PCPI ranked 20th in the state and was 92 percent of the state average, \$28,641, and 83 percent of the national average, \$31,472. The 2003 PCPI reflected an increase of 3.5 percent from 2002. The 2002-2003 state change was 3.5 percent and the national change was 2.2 percent. In 1993 the PCPI of Blount was \$18,189 and ranked 19th in the state. The 1993-2003 average annual growth rate of PCPI was 3.7 percent. The average annual growth rate for the state was 4.0 percent and for the nation was 4.0 percent.

In 2003 Blount had a total personal income (TPI) of \$2,927,802. This TPI ranked 11th in the state and accounted for 1.7 percent of the state total. In 1993 the TPI of Blount was \$1,691,288 and ranked 11th in the state. The 2003 TPI reflected an increase of 5.2 percent from 2002. The 2002-2003 state change was 4.4 percent and the national change was 3.2 percent. The 1993-2003 average annual growth rate of TPI was 5.6 percent. The average annual growth rate for the state was 5.4 percent and for the nation was 5.1 percent.

Total personal income includes net earnings by place of residence; dividends, interest, and rent; and personal current transfer receipts received by the residents of Blount. In 2003 net earnings accounted for 67.7 percent of TPI (compared with 68.7 in 1993); dividends, interest, and rent were 15.2 percent (compared with 15.5 in 1993); and personal current transfer receipts were 17.1 percent (compared with 15.8 in 1993). From 2002 to 2003 net earnings increased 7.5 percent; dividends, interest, and rent decreased 2.2 percent; and personal current transfer receipts increased 3.6 percent. From 1993 to 2003 net earnings increased on average 5.5 percent each year; dividends, interest, and rent increased on average 5.4 percent; and personal current transfer receipts increased on average 6.5 percent.

Earnings of persons employed in Blount increased from 2002 to 2003 11.2 percent. The 2002-2003 state change was 5.3 percent and the national change was 4.1 percent. The average annual growth rate from the 1993 estimate of \$967,332 to the 2003 estimate was 8.1 percent. The average annual growth rate for the state was 5.5 percent and for the nation was 5.3 percent. ([BEARFACT](#), [Bureau of Economic Analysis](#))

Blount County

Description	2001	2002	2003
Personal Income	2,635,816	2,782,447	2,927,802
Per capita personal income	24,396	25,360	26,253
Full/Part time employment	52,448	53,576	55,594
Average dollar earnings per job	31,991	33,201	34,567

*Source-Bureau of Economic Analysis: [BEARFACTS](#)

3.3.2 Employment

Industrial employment in Blount County varies by jurisdiction with Alcoa industries providing employment: Educational, health and social services (20.8%), Manufacturing (18.0%), Retail trade (13.6%).

Friendsville industries providing employment: Manufacturing (22.5%), Educational, health and social services (20.1%), Construction (12.8%).

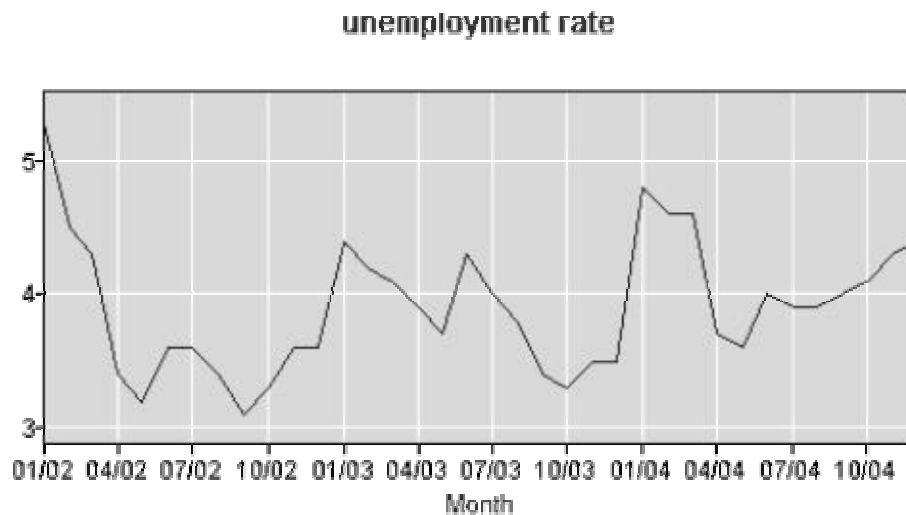
Louisville industries providing employment: Educational, health and social services (20.1%), Manufacturing (15.2%), Construction (12.1%), Professional, scientific, management, administrative and waste management services (11.3%).

Maryville industries providing employment: Educational, health and social services (25.8%), Manufacturing (13.3%), Retail trade (11.2%).

Rockford industries providing employment: Manufacturing (33.7%), Educational, health and social services (21.6%).

Townsend industries providing employment: Educational, health and social services (22.2%), Arts, entertainment, recreation, accommodation and food services (17.2%), Construction (13.1%), Retail trade (10.1%), Information (10.1%).

(<http://www.city-data.com/>)



Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Blount County Unemployment

2002	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Unemployment	5.3	4.5	4.3	3.4	3.2	3.6	3.6	3.4	3.1	3.3	3.6	3.6	3.7
2003	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Unemployment	4.4	4.2	4.1	3.9	3.7	4.3	4.0	3.8	3.4	3.3	3.5	3.5	3.8
2004	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Unemployment	4.8	4.6	4.6	3.7	3.6	4.0	3.9	3.9	4.0	4.1	4.3	4.4	4.2

*Source: Tennessee Department of Labor (<http://data.bls.gov/PDQ/outside.jsp?survey=la>)

Blount County Retail Sales

	2002	2003	2004
Building Materials	116,705,507	122,157,696	131,544,003
General Merchandise	204,141,925	222,793,110	226,339,500
Food Stores	200,354,352	210,947,205	231,765,193
Autos, Boats, Aircraft	526,327,117	535,225,826	521,602,487
Service Stations	16,424,952	15,882,679	24,074,229
Furniture & Home Décor	16,896,989	29,911,536	20,049,451
Apparel & Accessory	9,730,441	10,876,489	15,055,388
Eating & Drinking	112,226,581	118,385,151	130,636,477
Other Retail	176,411,225	206,461,301	224,554,816
Total	1,379,219,087	1,472,640,992	1,525,621,545

*Source: Tennessee Department of Revenue (<http://www.tennessee.gov/revenue/collections/archives.htm>)

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Blount County Consumer Price Index Estimate

2002	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
U.S. Cities	178	178	179	179	180	180	180	181	181	181	181	182	180
D-South Cities	169	169	170	171	171	172	172	173	173	173	173	172	172
2003	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
U.S. Cities	182	183	184	184	183	183	184	184	185	185	185	185	184
D-South Cities	173	175	175	176	175	175	175	176	176	176	175	175	175
2004	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
U.S. Cities	186	187	187	188	189	189	189	189	190	191	191	191	189
D-South Cities	175	177	178	179	179	181	180	181	183	183	183	182	180

*Source: [Bureau of Labor Statistics \(LABSTAT\)](#)

3.4 Housing and Infrastructure

3.4.1 Housing

Blount County has a total of 24,728 residential housing units with a median value of \$103,900.

Jurisdiction	Units	Jurisdiction	Units
Alcoa	2,024	Maryville	5,441
Friendsville	240	Rockford	227
Louisville	451	Townsend	86

(factfinder.census.gov)

	Alcoa		Friendsville	
Year	Qty.	Avg. Cost	Qty.	Avg. Cost
1997	28	\$96,300	4	\$40,600
1998	33	\$122,800	4	\$39,100
1999	42	\$135,200	5	\$39,700
2000	25	\$138,400	0	\$0
2001	33	\$146,800	0	\$0
2002	32	\$157,100	8	\$50,000
2003	59	\$173,800	1	\$139,000

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Single Family New House Construction Building Permits						
	Maryville		Rockford		Townsend	
Year	Qty.	Avg. Cost	Qty.	Avg. Cost	Qty.	Avg. Cost
1997	130	\$96,700	3	\$98,400	2	\$80,000
1998	109	\$109,000	3	\$98,400	4	\$200,000
1999	107	\$104,600	3	\$112,300	0	\$0
2000	122	\$128,000	2	\$110,000	0	\$0
2001	152	\$126,400	0	\$0	3	\$150,000
2002	184	\$127,100	1	\$90,000	1	\$80,000
2003	176	\$137,200	0	\$0	2	\$80,000

(<http://www.city-data.com/>)

3.4.2 Infrastructure

City of Alcoa Schools		K - 4		5-8	
		Number	Enrollment	Number	Enrollment
		1	500	1	490
City of Maryville Schools		K - 4		5-8	
		Number	Enrollment	Number	Enrollment
		4	1,701	1	1,527
Blount County Schools		K - 5		6-8	
		Number	Enrollment	Number	Enrollment
		11	5,246	4	2,716
Private Schools		College/University		Technical	
Number	Enrollment	Number	Enrollment	Number	Enrollment
5	382	1	1,080	1	7,562

BLOUNT COUNTY TRANSPORTATION					
General Aviation		Commercial Aviation		Highways	
Location	Alcoa	Location	Blount County	Interstate	I-75, I-40, I-140
Runway Length	9,000 ft	Distance	0 miles	State	441, 321, 129
Runway surface	Conc./Asph.	Daily flights	85	Local	429, 336, 334, 333, 115, 73, 72, 35, 33
Communications		Airlines	9		
Lighting	HIRL CL	Repairs	Major		
Fuel	100LL/JET-A		Railroad		
Bus Service			Norfolk Southern		
B&C Transportation, Greyhound Lines charter only			CSX		

BLOUNT COUNTY COMMUNICATIONS AND UTILITIES			
Telephone	Newspaper	Radio	Television/Cable/Satellite
BellSouth	The Daily Times	WBCR AM 1470	Comcast
Various cellular carriers	Knoxville News Sentinel	WYLV FM 89.1	Charter Communications

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

	Local (Townsend)	WGAP AM 1400	Adelphia
		WKCE AM 1120	WATE – ABC
		WTXM FM 95.7	WBBX - WB
		WIVK FM 107.7	WBIR – NBC
			WKOP – PBS
			WLTV – CBS
			WSJK – PBS
			WTNZ - FOX
Electricity	Gas	Water	Sewage/Landfill
City of Alcoa Utilities	Gas Atmos Energy	City of Alcoa Utilities	City of Maryville Wastewater Treatment
City of Maryville Utilities	United Cities Gas Company	City of Maryville Utilities	City of Alcoa Landfill
Fort Loudon Electric Cooperative		Friendsville Waterworks	
Sevier County Electric		South Blount Utility	
		Tuckaleechee Utility District	

SECTION 4: RISK ASSESSMENT

4.1 Overview

Blount County and its communities are vulnerable to a wide array of natural and manmade hazards that threaten life and property. The Hazard identification section provides background information for many of these hazards by TEMA. It is important that all of these hazards be initially considered for relevance in advancing through the hazard mitigation planning process. Subsequent sections of the Plan—the Hazard Analysis and the Vulnerability Assessment—address the hazards of specific concern to Blount County in detail.

4.2 Hazard Identification

A listing of specific hazard types that have been identified by the State of Tennessee Hazard Mitigation Plan, the Tennessee Emergency Management Agency and Blount County that may potentially threaten Blount County communities is depicted in the Table below. It is followed by brief definitions or descriptions for each hazard.

Summary of Natural and Manmade Hazard Threats to Tennessee Communities	
Natural Hazards	Manmade Hazards
Earthquakes	Attack – Conventional/Nuclear
Flooding/Flash Flooding	Civil Disturbances
Landslides/Mudslides	Urban Fire
Winter Storms	Hazardous Material Incidents
Sinkholes	Transportation Accident
Caves	Transportation
Mines	Hostage Situation
Severe Weather	Terrorism
Heat and Drought	Power/Utility Failure
Thunderstorm/Hail/High Winds	Pandemic/Vectors
Tornadoes	
Wildfires	

4.2.1: Natural Hazards

4.2.1.1: Earthquake

The sudden movement on faults is responsible for earthquakes. The larger the fault surface and displacement, the greater the energy. This energy produces shaking and a variety of seismic waves that radiate throughout the Earth. Earthquake magnitude is measured using the Richter Scale Table below, and earthquake intensity (how strong an earthquake was felt at a given site) is measured using the Modified Mercalli Intensity Scale Table.

Most property damage and earthquake-related deaths are caused by the failure and collapse of structures due to ground shaking. The level of damage depends upon the amplitude and duration of the shaking, which are directly related to the earthquake size, distance from the fault, site and

regional geology. Other damaging earthquake effects include landslides, the down-slope movement of soil and rock in mountain regions and along hillsides, and liquefaction. Earthquakes can affect hundreds of thousands of square miles, cause damage to property measured in the tens of billions of dollars, result in loss of life and injury to hundreds of thousands of persons, and disrupt the social and economic function of the affected area.

4.2.1.2: Flooding/Flash Flooding

Flooding is an overflowing of water onto normally dry land and is one of the most significant and costly of natural disasters. Flooding tends to occur during anomalous years of prolonged, regional rainfall (typical of an El Nino year), and is typified by increased humidity and high summer temperatures. Flash flooding is caused by too much rain falling in a short time and is a critical natural hazard, often a result of thunderstorms or the remnants of a tropical storm. Several factors contribute to flash flooding: rainfall intensity and duration, topography, soil conditions, and ground cover. Most flash flooding is caused by slow-moving thunderstorms, the thunderstorms repeatedly moving over the same area, or by multiple storm cells colliding. Flash flooding can occur within a few minutes of excessive rainfall or from a quick release from a dam or levee failure. Thunderstorms produce flash flooding, often far from the actual storm and water may rise at night when natural warnings may not be noticed.

4.2.1.3: Landslides/Mudslides

Landslides (rockslides, mudslides, etc.) are among the most common natural hazards. Unlike most natural hazards, however, most damage is not caused by extreme events, but by uncounted (and often unreported) minor events.

The hazards associated with landslides are as diverse as the types of failure. Falls may damage roads or buildings at the base of a steep slope, injure climbers, or remain on a road as a hazard to transportation.

In addition to the direct hazards of a landslide moving out from under or onto structures or utilities, there is a major indirect hazard. Large slides generally do not stop moving until they reach the bottom of a valley where they block streams, usually resulting in flooding and damage to the system ecology (e.g. sediment).

4.2.1.4: Land Subsidence

Subsidence is the formation of depressions, cracks and sinkholes in the earth's surface, which normally occurs over many days to a few years.

Karst topography develops when mix of relatively soft limestone and dolomite are present. The dilute organic acids invariably present in water that percolates downward dissolve these formations. In such places, rock is honeycombed with cracks, fissures and potentially sizable cavern systems, which can collapse.

In some areas natural drainage occurs primarily below ground rather than surface streams. These underground passages are commonly connected to the surface by funnel-shaped depressions called sinkholes. The formation of these sinkholes often leads to ground subsidence or collapse. This

results from the settlement or collapse of overlying materials into solution openings beneath the surface, such as caves or enlarged joints. Sinkholes development is usually a slow process, however, may fail suddenly, without warning. Abandoned mines, mine shafts and tunnels sometimes give way. Incidence of subsidence is always a danger to property, dams, factories and utility lines, but when they occur quickly they can also threaten lives.

4.2.1.5: Severe Weather

Extreme heat is defined as temperatures that hover ten degrees or more above the average high temperature for the region and last for several weeks. Health risks from extreme heat include heat cramps, heat fainting, heat exhaustion and heat stroke. According to the National Weather Service, heat is the leading weather-related killer in the United States and has killed more people than lightning, tornados, floods and hurricanes combined in the last 10 years. The elderly and the ill are most at-risk.

Drought occurs when water supplies cannot meet established demands. Severe drought conditions endanger livestock and crops, significantly reduce surface and ground water supplies, increase the potential risk for wildfires and cause significant economic loss. Drought may not be constant or predictable and does not begin or end on any schedule, but typically long-term droughts last for periods of two to ten years. Droughts may be classified as one of the following four types:

- Meteorological drought is defined by the level of “dryness: when compared to an average, or normal, amount of precipitation over a given period of time.
- Agricultural drought relates characteristics of drought to specific agricultural-related impacts. Emphasis is placed on factors such as soil water deficits, water on differing stages of crop development and water reservoir levels.
- Hydrological drought is directly related to the effect of precipitation shortfalls on surface and groundwater supplies. Changes in land use can alter the hydrologic characteristics of a basin.
- Socio-economic drought is the result of water shortages that limit the ability to supply water-dependent products in the marketplace.

Thunderstorms are formed from a combination of moisture, rapidly raising warm air and a force capable of lifting air such as a warm and cold front, a sea breeze or a mountain. Thunderstorms may occur singly, in clusters, or in lines. Some of the most severe weather occurs when a single thunderstorm affects one location for an extended time.

Straight-line winds can exceed 100 miles per hour and are responsible for most thunderstorm damage. One type of straight-line wind, the downburst, can cause damage equivalent to a tornado. Thunderstorms are associated with tornadoes and heavy rains that lead to floods.

All thunderstorms contain lightning, which is an electrical discharge that results from the buildup of positive and negative charges. When the buildup becomes strong enough, lightning appears as a “bolt”. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning reaches a temperature approaching 50,000 degrees in a split second. In the United

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

States, 75 to 100 citizens are killed each year by lightning. Lightning's electrical charge and intense heat electrocutes on contact, splits trees and ignites fires.

Hail is produced by many strong thunderstorms and is products of the updrafts and downdrafts that develop inside the clouds of a thunderstorm, where super cooled water droplets exist. The transformation of droplets to ice requires a temperature below 32 degrees and a catalyst in the form of tiny particles of solid matter, or freezing nuclei. Continued deposits of super cooled water on nuclei cause the ice crystals to grow into hailstones. Hail can be smaller than a pea or as large as softballs and can be very destructive to property, crops, livestock and people.

Tornados are violent windstorms characterized by a twisting, funnel-shaped cloud. A tornado is spawned by a thunderstorm or hurricane and produced when cool air overrides a layer of warm air, forcing the warm air to rise rapidly. A funnel does not need to reach to the ground for a tornado to be present. A debris cloud beneath a thunderstorm is all that is needed to confirm the presence of a tornado. The damage from a tornado is a result of the high wind velocity and wind-blown debris. Tornados can occur at any time of the year; however, the season is generally March through August. Over 80% of all tornadoes strike between noon and midnight.

The most violent tornadoes are capable of tremendous destruction with wind speeds of 250 mph or more. Damage paths can be in excess of 1 mile wide and 50 miles long. Even with advances in meteorology, adequate warning time for tornadoes is short or sometimes not possible.

The intensity, path length and width of tornadoes are rated according to a scale developed by T. Theodore Fujita and Allen D. Pearson. The Fujita-Pearson Tornado Scale is presented below. Tornadoes classified as F0-F1 are considered weak, those classified as F-2-F-3 are considered strong, while those classified as F4-F5 are considered violent.

Fujita-Pearson Tornado Scale Description Table

F-Scale	Damage	Winds (MPH)	Description
F-0	Light	40-72	Chimney damage, tree branches broken
F-1	Moderate	73-112	Mobile homes overturned
F-2	Considerable	113-157	Considerable damage, mobile homes demolished, trees uprooted
F-3	Severe	158-206	Roofs/walls torn down, trains and cars overturned
F-4	Devastating	207-260	Well-constructed walls leveled
F-5	Incredible	261-318	Homes lifted off foundation and carried considerable distances
F-6	Inconceivable	319-379	Unknown

Tropical Depressions are organized systems of clouds and thunderstorms with a defined circulation and maximum sustained winds of 39 mph (33 knots) or less. They almost always are connected with hurricane activity that forms over oceans. Tropical storms are associated with heavy rain, high wind, thunderstorms, and high intensity rainfall in short periods. These storms are medium to large in size and are capable of producing dangerous winds, torrential rains and flooding all of which may result in significant property damage and loss of life.

Winter storms produce an array of hazardous weather conditions including heavy snow, blizzards, freezing rain, ice pellets and extreme cold. The extreme cold associated with winter storms is a

deceptive killer as it indirectly causes injury and death resulting from exhaustion and overexertion, asphyxiation, hypothermia and frostbite from wind chill.

Extreme ice and snow events are the most potentially disruptive to society, for they can bring down power lines, trees and lead to roof collapses. All forms of severe winter weather can make travel treacherous. Severe winter storms are extra-tropical cyclones (storms that form outside of the warm tropics) fueled by strong temperature gradients and an active upper-level jet stream.

4.2.1.6: Wildfires

Wildfires are uncontrolled burning of grasslands, brush, or woodlands. Wild land fires are wildfires in an area where development is essentially nonexistent, except for roads, railroads, power lines and similar facilities. According to FEMA, people start over four out of five forest fires. Negligent human behavior such as smoking in forested areas or not extinguishing campfires is the cause of many fires. The other primary cause of forest fires is lightning.

There are three different classes of wild land fires. A surface fire is the most common type and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire is usually started by lightning and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wild land fires are usually signaled by dense smoke that fills the area for miles around.

The potential for wildfire depends upon surface fuel characteristics, recent climate conditions, current meteorological conditions and fire behavior. Hot, dry summers and dry vegetation increase susceptibility to fire in the fall, a particularly dangerous time of year for wildfire.

Urban wild land interface fires are wildfires in a geographical area where structures and other human development meet or intermingle with wild land or vegetable fuels.

4.2.2: Manmade Hazards

4.2.2.1: Attack

A hostile attack is the most threatening man-caused hazard. An “enemy attack” is considered an attack of one sovereign government against another as a declared or undeclared act of war. Although the chances of a strike on the U.S. have greatly diminished, several countries throughout the world have developed nuclear capability. In addition, the possibility exists that a terrorist organization might acquire nuclear weapons. There are four primary potential effects experienced as the result of nuclear bomb.

Overpressure: When a nuclear weapon explodes in the atmosphere, a blast or shock wave is created that initially moves at speeds higher than the speed of sound. This is overpressure.

INR and EMP: Initial nuclear radiation (INR) and the electromagnetic pulse (EMP). INR is nuclear radiation in the first minute after detonation. This form of radiation is hazardous to unprotected people within 1.5 miles. EMP is electromagnetic radiation. EMP is a conversion of nuclear energy into electromagnetic frequently, which occurs when a nuclear weapon is detonated outside of earth’s

atmosphere. EMP can affect electrical equipment across entire continents. Operation of the equipment is disrupted until it can be repaired or replaced.

Fire Risk: The combined effects of blast overpressure damage and the thermal pulse or fireball can ignite combustible materials, sustained fires. Primary fires are those ignited directly by the thermal pulse. Secondary fires are generated by damage and destruction from blast overpressures and result from the disruption of building furnaces, gas lines and electric lines.

Fallout risk: When a nuclear weapon explodes near the ground it makes a big crater. Earth from the crater is instantly changed from solids into hot gas and fine dust by the tremendous heat. This hot gas and dust, together with vaporized materials, form a giant fireball that rises rapidly in the air and becomes the top part of the nuclear mushroom cloud. Dust and heavier particles of earth make up the stem of the mushroom cloud. The dust and earth in the stem and in the mushroom cloud become radioactive.

The top of the mushroom forms a cloud of fine particles. The heavier, larger particles settle closed to the point of explosion, the small particles float several hundred miles in the wind. The first 24 hours is the most dangerous period as the initial fallout is highly radioactive. The lighter, delayed fallout particles lose much of their radioactivity. Delayed fallout reaches the earth in rain or snow over periods ranging from days to years.

These are three kinds of dangerous radiation in fallout: alpha, beta and gamma. Gamma radiation is capable to penetrating the entire body and causing damage to organs, blood and bones. Large doses of gamma radiation can cause sickness or death. Small doses incurred over a long period of time may have no immediate effect, but could cause various forms of illness later in life. Genetic damage in subsequent generations may also result. Alpha radiation is stopped by the other skin layers and does not usually present an external hazard. However, if contaminated air, food or water enters the body in sufficient quantity, considerable internal damage can occur. Beta radiation is more penetrating and may cause burns where fallout particles have deposited on the skin.

The effects of a nuclear attack have varying effects on populations. Those people located near the explosion would be killed or seriously injured by the blast, heat, or initial nuclear radiation. People a few miles away would be subject to blast, heat and fires. A high percentage of the population residing in the lighter damaged areas would probably survive, but might subsequently be endangered by radioactive fallout.

4.2.2.2: Civil Disturbance

A civil disorder is defined as any incident intended to disrupt community affairs and threaten the public safety. Civil disorders include: riots, mob violence and any demonstration resulting in police intervention and arrests.

4.2.2.3: Dam/Levee Failure

A dam/levee is a barrier constructed across a watercourse for the purpose of storage, control, or diversion of water. Dams are typically constructed of earth, rock, concrete or mine tailings and generally fall into the following categories.

- Earth Dams make up the vast majority of dams and are safe if they are properly constructed and maintained.
- Concrete Gravity Dams are designed to resist sliding and shaped to resist overturning.
- Arch Concrete Dams are used to narrow sites and have strong abutments.
- Gravity Arch Concrete Dams are a conservative design of the Arch.
- Buttress Concrete Dams have a strong foundation and are resistant to sliding, overturning and overflowing.+
- Stone Masonry Dams are constructed of stone or block with masonry joints.

Dam break floods are usually associated with intense rainfall or flood conditions. The greatest threat to people and property is in the areas immediately below the dam since flood discharges decrease as the flood wave moves downstream. Dam failure may be caused by faulty design, construction and operational inadequacies, or a flood event larger than the dam design.

The degree and extent of damage depend on the size of the dam. A small dam break in a stick pond may result in little damage. However, a small dam break could result in the loss of irrigation water for a season, causing extreme financial hardship to farmers. An even larger dam failure might bring about considerable loss of property, destruction of cropland, roads, and utilities, and even loss of life. More far-reaching consequences can include loss of income, disruption of services and environmental devastation.

4.2.2.4: Hazardous Material Incident

Hazardous materials are chemical substances, which, if released or misused, pose a threat to the environment or health. These chemicals are used in industry, agriculture, medicine, research and consumer goods. Hazardous materials come in the form of explosives, flammable and combustible substances, poisons, and radioactive materials. These substances are most often released as a result of transportation or industrial accidents.

Hazardous materials in various forms can cause death, serious injury, long-lasting health effects, and damage to buildings, homes, and other property. Many products containing hazardous chemicals are used and stored in homes. Varying quantities of hazardous materials are manufactured, used, or stored at an estimated 4.5 million facilities in the United States—from major industrial plants to local dry cleaning establishments or gardening supply stores. Hazardous materials are transported on highways, railways, waterways and pipelines daily, so any area is considered vulnerable to an accident.

4.2.2.5: Hostage Situation

A hostage situation is one in which people are held against their will and negotiations take place for their release. The situation may range from a simple domestic or isolated criminal act to an attempt to impose will on a national or international scale to intimidate or coerce a government to further a political, social or religious objective.

4.2.2.6: Illegal Methamphetamine Laboratories

Domestic labs that produce methamphetamine are dependent on supplies of the precursor chemical pseudoephedrine, which is sometimes diverted from legitimate sources. It is smuggled from Canada,

and Mexico. Domestic independent laboratory operators produce and distribute methamphetamine, but on a smaller scale.

Typically “meth” is a white powder that is easily dissolved in water. Another form of meth is clear chunky crystals called crystal meth, or ice. Meth can also be in the form of small, brightly colored tablets. The pills are often called by their Thai name, yaba. Street terms for methamphetamine are meth, poor man’s cocaine, crystal meth, ice, glass, and speed.

Amphetamine, dextroamphetamine, methamphetamine, and their various salts are collectively referred to as amphetamines. In fact, their chemical properties and actions are so similar that even experienced users have difficulty knowing which drug they have taken. Methamphetamine is the most commonly abused.

Effects of usage include addition, psychotic behavior, and brain damage. Chronic use can cause violent behavior, anxiety, confusion, insomnia, auditory hallucinations, mood disturbances, delusions, and paranoia. Damage to the brain caused by meth usage is similar to Alzheimer’s disease, stroke and epilepsy.

4.2.2.7: Pandemics/Vectors

Dr. Julie L. Gerberding, Head of the Center for Disease Control and Prevention (CDC), said scientists expect that an Avian H5 Flu virus, which has swept through chickens and other poultry, will change genetically into a flu that can be transmitted to humans. It has emerged as a highly pathogenic strain of influenza virus that is now affecting the entire western component of Asia. Dr. Gerberding said the CDC is preparing for a possible pandemic next year. A special flu team formed in 2004 monitors the spread of avian flu and analyzes the strains as they appear. This new avian flu strain is unknown in the human population, thus humans have no immunity. The mortality rate has been about 72% in identified patients.

One of the “new” or “emerging” series of threats to communities is vector-based threats, such as bacteria, insects, and animals that pose a direct or indirect hazard to humans, their food supply, or the economy. Although many people don’t consider Foot and Mouth Disease to be a “threat”, an outbreak of the disease in Europe caused widespread concern over the safety of the meat supply, as well as the possibility of resulting infection of humans. Federal, state and local officials, including the emergency services community have plans and procedures for handling incidents involving these threats.

4.2.2.8: Power/Utility Failure

A major electrical power failure is defined as a failure of the electrical distribution system that will exceed twenty-four hours in duration and affect greater than 33% of the geographical area of the county. Electrical distribution systems can be interrupted for a number of reasons, but those that have historically been the main cause are high winds, severe thunderstorms and winter storms. A prolonged major electrical distribution system failure during the middle of winter, accompanied by very cold temperatures, can have dramatic effects on a population.

4.2.2.9: Terrorism

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

The Federal Bureau of Investigation (FBI) defines terrorism as “the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in the furtherance of political or social objectives.” Events typically would be expected in urban areas near public gatherings, government facilities, or highly visible areas, but no one area is less likely to be a target than any other.

Terrorism is the use of force or violence against people or property for the purposes of intimidation, coercion or ransom. Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get publicity for their causes. Most terrorist incidents have involved small extremist groups who use terrorism to achieve a designated objective. Local, state and federal law enforcement officials monitor suspected terrorist groups and try to prevent or protect against a potential attack. Additionally, the U.S. Government works with other countries to limit support for terrorism.

The FBI categorizes terrorism in the United States primarily as one of two types – domestic terrorism or international terrorism.

- Domestic terrorism involves groups of individuals whose terrorist activities are directed at elements of our government or population without foreign direction
- International terrorism involves groups or individuals whose terrorist activities are foreign-based and/or directed by countries or groups outside the U.S. or whose activities transcend national boundaries

Terrorist events in this country have included the 1993 bombing of the World Trade Center in New York, the U.S. Capitol, Mobil Oil’s corporate headquarters in New York City, and the bombing of the Alfred P. Murrah federal building in Oklahoma City. More recently, the World Trade Center Buildings and the Pentagon were the targets of a well-planned terrorist attack involving the use of commercial aircraft as flying bombs.

A terrorist attack can take several forms, depending on the technical means available to the terrorist, the nature of the political issue motivating the attack, and the points of weakness of the terrorist’s target. Bombings are the most frequently used method in the U.S. Other possibilities include an attack at transportation facilities, utility systems or other public services, or an incident involving chemical or biological agents.

Chemical & biological weapons: There are four major categories under which the chemical agents may be classified; these include the blister agents, the choking agents, the blood agents, and the nerve agents.

- Blister agents are intended to incapacitate, rather than kill. These agents were used extensively during World War I. Their use by a terrorist group largely depends on the group’s objectives and moral views. If the intent of an attack is to injure numerous people and overload the areas medical facilities, without causing many deaths, then a blister agent would be the best choice.
- Choking agents were the agents most used during WW I. With the advent of nerve agents, they have lost much of their usefulness. These substances are intended to cause death and are convenient and readily available to terrorists.

- Blood agents are cyanide-based compounds. These compounds aren't suited for use on multitudes of people. Their primary use would be that of targeted individuals, such as assassinations.
- Nerve agents are the most recent developed chemical weapons. German scientists developed the original nerve agents during the 1930's as insecticides and then into chemical weapons by the Nazi military. These agents have been stockpiled as the primary chemical weapon. They are hundreds of times more lethal than blister, choking, or blood agents. These chemicals are the most useful to terrorists due to the small quantity needed to inflict a substantial amount of damage. Fortunately, these chemicals are more difficult to obtain.

Several nations have developed biological agents to use in warfare. Such agents are selected or adapted from bacteria, fungi, viruses, or toxins that cause various diseases of human beings, animals, or food crops. Currently, the development of biological agents as weapons has kept pace with our ever-evolving day-to-day technology. Despite the widespread ban, international diplomatic efforts have not been entirely effective in preventing the enhancement and proliferation of offensive biological warfare programs.

Cyber-Terrorism: The U.S. interest in promoting cyber-security extends well beyond its borders. Critical domestic information infrastructures are directly linked with Canada, Mexico, Europe, Asia, and South America. The nation's economy and security depend on far-flung U.S. corporations, military forces and foreign trading partners that require secure and reliable global information networks to function. The vast majority of cyber attacks originates or passes through systems abroad, crosses several borders, and requires international cooperation to stop.

In 1998, the United States received a wake-up call to the national security dimensions of the threat. Eventually dubbed "Solar Sunrise," this incident found U.S. military systems under electronic assault, with computer systems in the United Arab Emirates the apparent source.

Unclassified logistics, administrative and accounting systems essential to the management and deployment of military forces were penetrated at a time that military action was being considered against Iraq. The timing of the attacks raised U.S. suspicion that this was the first wave of a major cyber attack by a hostile nation.

It was eventually learned that two California teenagers under the guidance and direction of a sophisticated Israeli hacker, himself a teenager, had orchestrated the attacks using hacker tools readily available on the Internet.

Another event illustrated the threat to the global economy no less starkly. Early in February 2000, computer servers hosting several of the largest commercial web sites on the Internet were flooded with connection requests, which clogged systems and consumed server capacity. Ultimately, these distributed denial-of-service attacks paralyzed large parts of the Internet. Only through close cooperation between U.S. and Canadian law enforcement investigators was it discovered that a Canadian teenager had been breaking into legions of computers around the world for many months. Retaining control over these compromised servers, he created a "zombie army" which on command would flood the servers of his next corporate victim. The cost of slowdowns and outages that occurred was an estimated billion dollars in economic losses.

4.2.2.10: Transportation Accident

A transportation accident is an incident related to a mode of transportation (highway, air, rail, waterway, port, and harbor) where an emergency response is necessary to protect life and property. These are incidents involving air or rail passenger travel resulting in death or serious injury. Highway incidents are excluded because they are generally handled without emergency management organization involvement.

4.2.2.11: Urban Fire

An urban fire is any instance of uncontrolled burning which results in major structural damage to large residential, commercial, industrial, institutional, or other properties in developed areas. Generally a large structure is defined as any structure exceeding 25,000 square feet. Large structural fires therefore would include fully involved structures of this size or greater. Multiple stories may be involved as well and constitute square footage.

Almost every county has at least one city that has significant development including a downtown area, industrial park, hospital, government center, churches, manufacturing facilities, warehouses, and multiple-story buildings. Each of these locations is a prime target for urban fire events.

4.3: Hazard Analysis

The Hazard Analysis Section focuses on those hazards initially identified in the Hazard Identification section and that are of particular concern and relevance to Blount County. The section provides best available information on specific historical occurrences in Blount County and describes the future potential for a hazard event to occur. This includes an assessment of the location and spatial extent of the event and best available data regarding the impact of the County.

44 CFR Requirement

44 CFR Part 201.6(c)2(i): The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

The table below indicates the specific hazard types identified by Blount County for further study and analysis in advancing through the hazard mitigation planning process.

Summary of Natural and Manmade Hazard Threats to Blount County

Natural Hazards	Manmade Hazards
X Earthquake	X Dam Failure
X Flooding/Flash Flooding	X Hazardous Material Incidents
X Landslides/Mudslides	Fixed Nuclear Incidents
X Land Subsidence	X Fixed Facility Incidents
Sinkholes	X Transportation Incidents
X Caves	X Methamphetamine Laboratory
Mines	X Pandemic/Vectors
X Severe Weather	X West Nile

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

X Heat and drought	X Influenza
X Thunderstorm/Hail/High Winds	X Terrorism
X Tornadoes	X Chemical
Tropical Depressions	X Biological
X Winter Storms	X Radiological
X Wildfires	X Nuclear
	X Explosive
	X Urban Fire

The Blount County Hazard Mitigation Planning Commission considered and evaluated all hazards in terms of their general risk. The decision to focus on the hazards checked in the above table was principally based on local knowledge and the general priorities for implementing mitigation-planning efforts.

4.3.1: Natural Hazards

The adjacent table is a comprehensive, alphabetical listing of specific Natural Hazard types that have been identified by the State of Tennessee Hazard Mitigation Plan to potentially threaten Tennessee communities. In addition, a list of manmade hazards has been published on the Tennessee Emergency Management Website. It is important that all of these hazards be initially considered for relevance in advancing through the hazard mitigation planning process. Subsequent sections of the Plan, the Hazard Analysis and the Vulnerability Assessment address the hazards of specific concern to Blount County in greater detail from a localized perspective.

Hazard selection for mitigation planning is primarily based on the historic occurrence of disaster that has occurred in the jurisdiction unless a particular hazard has been eliminated or mitigated. However, as new development occurs and the environment changes, new hazards may become evident and must be considered for inclusion in a mitigation plan. Examples include a new industry that introduces a hazardous material, the political climate, such as 9/11, which introduced terrorism and other events such as human, animal and plant diseases and infestations.

The Blount County Hazard Mitigation Planning Committee evaluated and selected all natural hazards identified by the State of Tennessee Hazard Mitigation Plan. Sinkholes, caves, and mines are specifically identified and categorized as Land Subsidence hazards. Heat/Drought, Thunderstorms, Tornadoes, Tropical Depressions and Winter Storms were identified and categorized as Severe Weather.

Natural Hazards Identified by the State of Tennessee	
Wild Fire	4
Flood	1
Wind Storm	5
Severe Storm	2
Winter Storm	3
Tornado	6
Hailstorm	8
Drought	7
Erosion	9
Earthquake	12
Extreme Heat	10
Landslide	11
Land Subsidence	13
Expansive Soils	14

4.3.1.1: Earthquakes

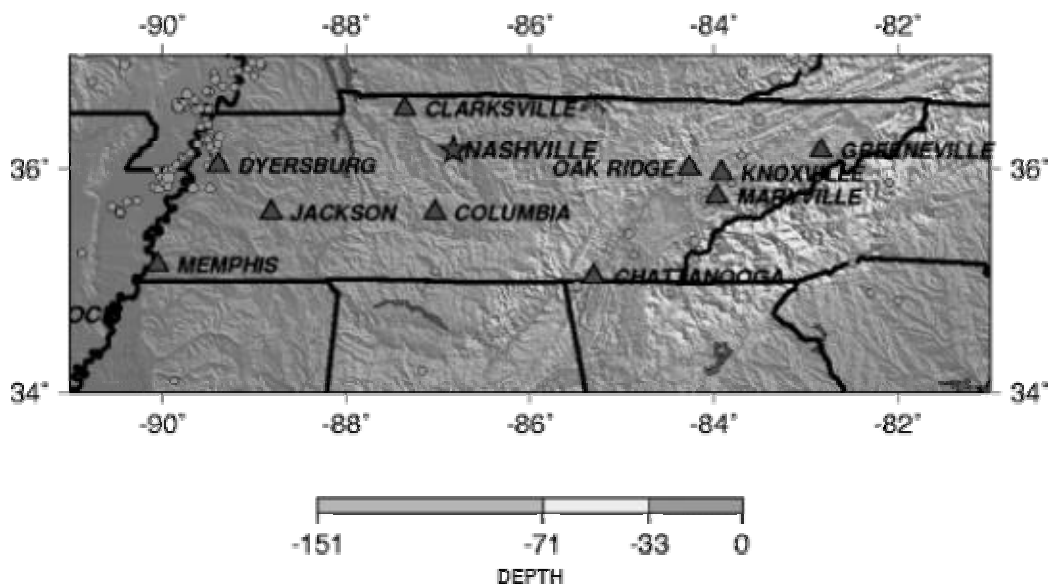
Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

An earthquake is the sudden motion or trembling in the earth caused by an abrupt release of slowly accumulating strain. This sudden release results in ground shaking, surface faulting, and/or ground failures. Earthquakes occur along faults, which are fractures or fracture zones in the earth across which is relative motion. If the rocks across a fault are forced to slide past one another, they accumulate strain energy for centuries or millennia, and then release it almost instantaneously. The energy released radiates outward from the source as a series of waves – an earthquake. Ground shaking may affect areas many miles from the epicenter (the point on the ground surface above the focus). As the stress builds, an impending earthquake may be signaled phenomena, which occurs in a characteristic way prior to an earthquake.

Although earthquake prediction is difficult, there are warning signs that indicate both the place and the time of an impending event. Earthquakes most commonly occur in the same place as prior earthquakes. Non-scientists often interpret the term “active” as meaning active during historical time (the last 100 years). Active faults are commonly indicated by micro-seismicity (earthquakes so small they can only be detected by instruments) and by the presence of scarps. Scarps are steep, linear slopes, up to 65 feet high, showing offset of ground surface.

Tennessee is seldom thought of as “earthquake country”. The New Madrid fault near West Tennessee does put the whole state at risk in event of a major event. However, the National Earthquake Hazard Reduction Program recently categorized portions of Tennessee as “high risk” in recognition of the state’s vulnerability to earthquakes that occur both within and outside its borders. Each year more than 400 seismic events occur largely unfelt by the populace. The following map depicts historic earthquake occurrences in East Tennessee.

Seismicity of Tennessee
1990 - 2001



http://neic.usgs.gov/neis/states/tennessee/tennessee_seismicity.html

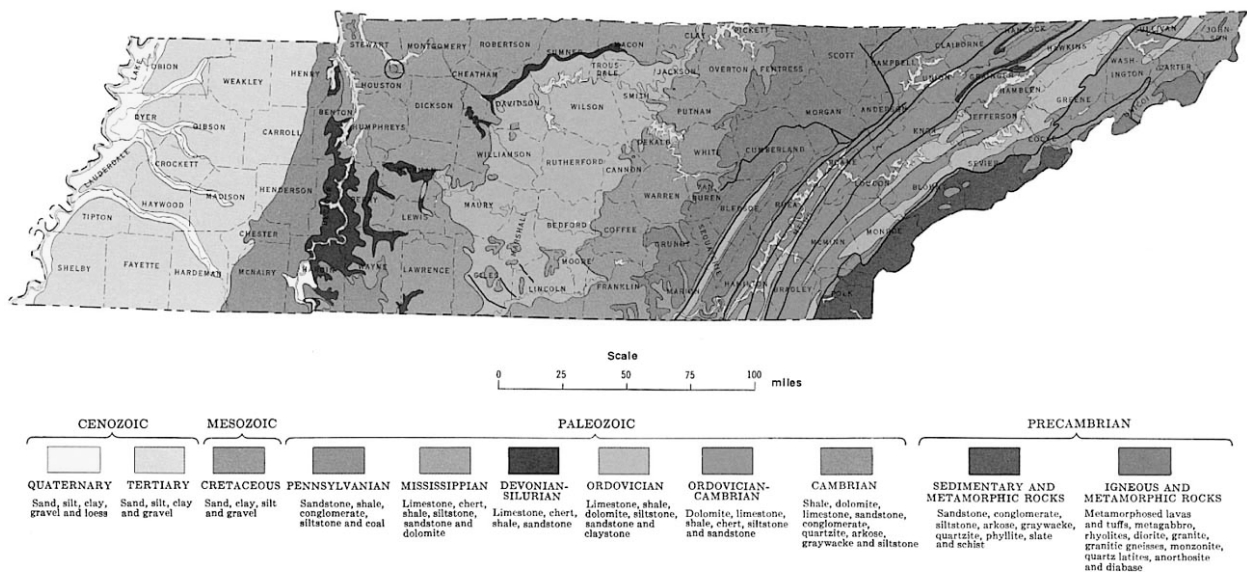
Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

In 1993, the Eastern Tennessee Seismic Zone (ETSZ) was identified as running roughly parallel to Interstate 75 between Chattanooga and Knoxville. The zone in eastern Tennessee is 300km long by 50km wide and has not produced a damaging earthquake in historical time; with the largest recorded magnitude being 4.6 in 1973. The Southern Appalachian Regional Seismic Network (SARSN) has monitored the ETSZ since 1981, and stations in the network have recorded numerous measurements. The area is considered at slight risk of being affected by an earthquake in the next 100 years.

The Eastern Tennessee Seismic Zone is part of a crescent of moderate seismic activity risk extending from Charleston, South Carolina, northwestward into eastern Tennessee, then curving northeastward into central Virginia. While there have not been any earthquakes with a MMI intensity greater than IV since 1928 in this area, it has the potential to produce an earthquake of significant intensity in the future.

The county is located in an active but deep seismic zone, and seismologists postulate that a Richter Scale 5.0 magnitude quake is possible within a ten-year period. Blount County's risk of being affected by a large New Madrid earthquake is remote. Such earthquakes typically occur one every 250 to 500 years.

Precursors include an increase in micro-seismicity, which has been credited with causing unusual animal behavior. Instruments, however, may be more reliable. The velocities of seismic waves through stressed rocks may decrease immediately prior to an event. Well water quality may change, as well as spring discharge. The ground surface may also be deformed.



GENERALIZED GEOLOGIC MAP OF TENNESSEE

(<http://www.tennessee.gov/environment/tdg/bigmap.php>)

The Mercalli scale is the method most commonly used in the United States for measuring earthquake intensity. This twelve tier scale ranks observed effects from 1, felt only under especially favorable circumstances, to XII, total damage. The magnitude of an earthquake is measured through the use of the Richter scale and is demonstrated below. Earthquake magnitudes describe the subject on an absolute scale. An earthquake of magnitude 8, for example, is ten times stronger than a magnitude 7 earthquake, 100 times stronger than a magnitude 6 earthquake, etc. There is no highest or lowest value.

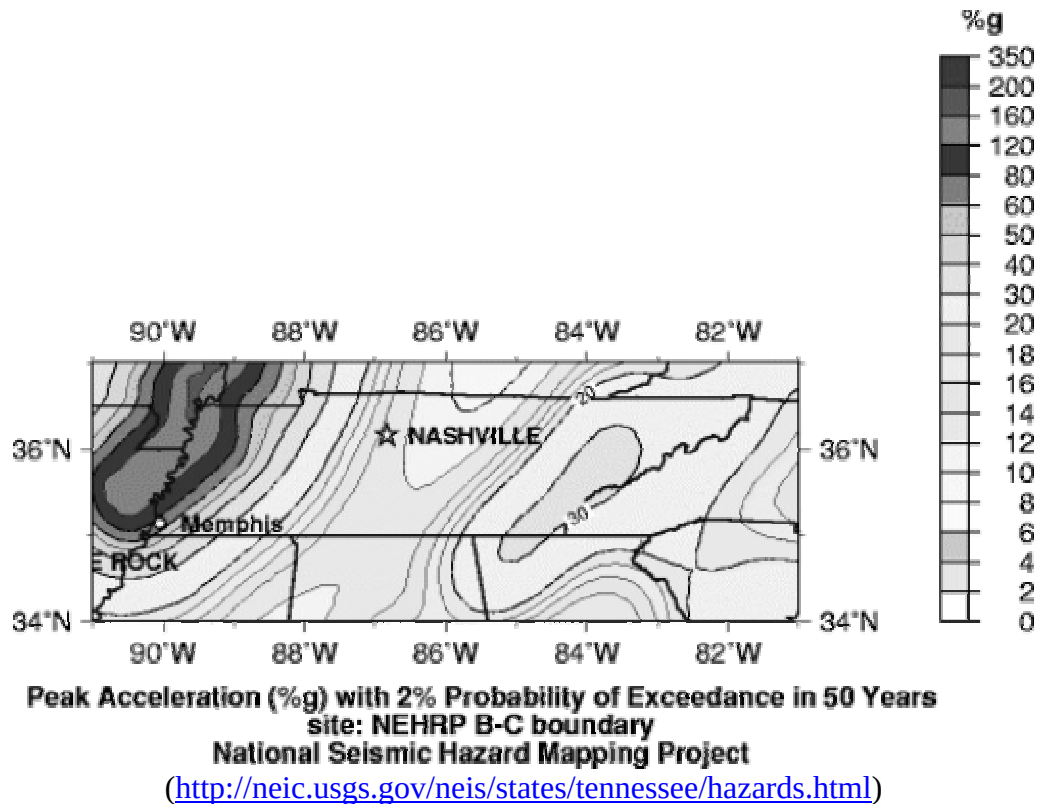
Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Modified Mercalli Scale of Earthquake Intensity

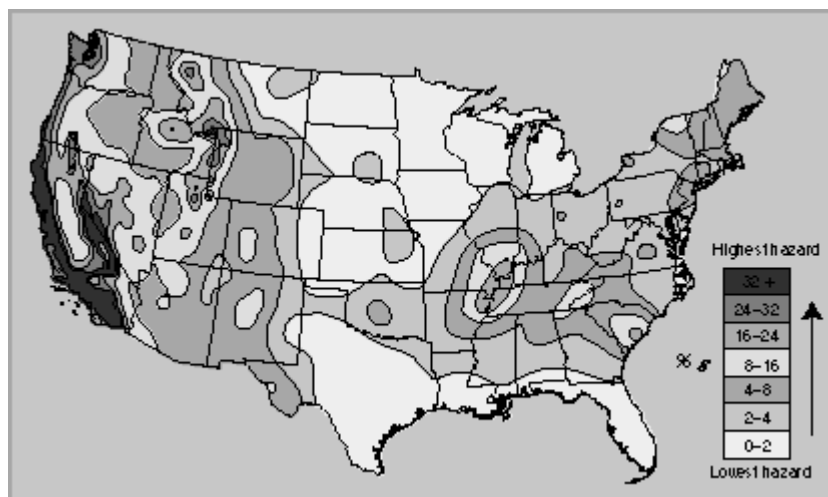
Scale	Intensity	Description of Effects	Maximum Acceleration (mm/sec)	Corresponding Richter Scale
I	Instrumental	Detected only on seismographs	<10	
II	Feeble	Some people feel it	<25	<4.2
III	Slight	Felt by people resting	<50	
IV	Moderate	Felt by people walking	<100	
V	Slightly Strong	Sleepers awake; church bells ring	<250	<4.8
VI	Strong	Trees sway; suspended objects swing, objects fall off shelves	<500	<5.4
VII	Very Strong	Walls crack; plaster falls	<1000	<6.1
VIII	Destructive	Moving cars uncontrollable; poorly constructed buildings damaged	<2500	
IX	Ruinous	Some houses collapse; ground cracks; pipes break open	<5000	<6.9
X	Disastrous	Ground cracks profusely; many buildings destroyed liquefaction and landslides widespread	<7500	<7.3
XI	Very Disastrous	Most buildings collapse pipes, roads/bridges, railways destroyed, triggers other hazards	<9800	<8.1
XII	Catastrophic	Total destruction; trees fall; ground rises and falls in waves	>9800	>8.1

In evaluating the risk of an earthquake effecting Blount County, Peak Ground Acceleration (PGA), which is a measure of the strength of ground movement must be considered. The PGA measures the rate in change of motion relative to the established rate of acceleration due to gravity. The regional map provided by USGS shows the PGA values for areas with a 10% chance of being exceeded over 50 years. Blount County is in the 20-30%g range, which is considered to be a high earthquake hazard risk. This map shows three things about earthquake risk: the geographic area affected (all colored areas on the map), the probability of an earthquake (10% chance in 50 years), and the level of severity.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan



The U.S. Geological Survey shaking-hazard map for the United States is based on current information about the rate at which earthquakes occur in different areas and on how far strong shaking extends from earthquake sources. Colors on this map show the levels of horizontal shaking that have a 1-in-50 chance of being exceeded in a 50-year period. Shaking is expressed as a percentage of *g* (*g* is the acceleration of a failing object due to gravity).



The major form of damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Fires caused by ruptured gas mains may lead to the paralysis of the local infrastructure: police,

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

fire, medical and governmental services. As with many catastrophes, the worst hazard to the survivors is their own shock and inability to respond to the necessity for prompt, effective action. Secondary earthquake hazards result from distortion of the surface materials such as water, soil, or structures.

As stated in the State of Tennessee Hazardous Mitigation Plan, earthquakes are considered the most potentially damaging disaster in Tennessee because of their universal secondary effects. As earthquake event in Blount County could be expected to affect 50% of the population, primarily through disruption of commerce, malfunction of utility services, building collapse, landslides, and dam failure.

SHELDUS is a county-level hazard data set for the U.S. for 18 different natural hazard events types such thunderstorms, hurricanes, floods, wildfires, and tornados. The database covers the period from 1960-2000. For each event the database includes the beginning date, location (county and state), property losses, crop losses, injuries, and fatalities that affected each county. The data set does not include Puerto Rico, Guam, or other U.S. territories.

The data were derived from several existing national data sources such as National Climatic Data Center's monthly Storm Data publications and NGDC's Tsunami Event Database. Only those events that generated more than \$50,000 in damages were included in SHELDUS. Since 1995, SHELDUS additionally includes all events that are reported in NCDC's Storm Data with a specific dollar amount.

BLOUNT COUNTY HAZARD HISTORY								
Hazard	Earthquakes							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
09/07/1957	Blount Co	VI Minor Damage	0	0	0	1,000	0	USGS Local
11/30/1973	Blount Co	VI Minor Damage	0	0	0	1,000	0	USGS Local
04/16/1994	Blount Co	V No Damage	0	0	0	0	0	USGS Local

4.3.1.2: Flooding/Flash Floods

Flooding occurs when abnormally high stream flow overtops the natural or artificial banks of a watercourse. There are three principle types of floods, which may affect Tennessee: river floods, flash floods, and dam break floods. Much of the county's rural areas contain many low-lying areas prone to both riverine and flash flooding. In addition to numerous sites throughout rural areas municipalities experience flooding at several points. Much of this mountainous area is sparsely populated with homes accessible only by unimproved roads. When flooding occurs, evacuation and response efforts are difficult. Slow-rise and flash floods have been the most common recurrent disasters.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

The worst slow-rise floods occurred in 1926-27, 1936-37 and 1973. The great Tennessee and Cumberland River floods of 1927 gave way to even greater floods in 1937. A number of flash floods have occurred, the worst on June 13, 1924, when fifteen inches of rain fell in an eight-four period. This flood produced a ten-foot-high wall of water, which plummeted down a narrow valley in Carter County, killing 11 people and injuring others.

Moderate to heavy rainfall, ice and snow in December 1936 continued through January 1937. Soils became saturated and the Mississippi, Cumberland and Tennessee Rivers and their tributaries overflowed into some of the most industrialized and populated sections of Tennessee. It was a record flood year for these river systems. Socially and economically, this was the worst single disaster in American history to that date, rivaling the combined effects of the floods of 1926-27 and the “Dust Bowl” of 1933-31. The National Weather Service reported that 21-24 inches (156 trillion tons) of rain fell in January alone. January 24 was dubbed “Black Sunday” as rivers overflowed in Tennessee and eleven other states, inundating 12,700 square miles and affecting 75,000 homes. Almost 900 people were seriously injured and 250 died of flood-related causes.

On an annual basis, flooding causes the most damage in Tennessee. From 1963 through 1998, flooding had resulted in 19 Presidential declared disasters across the state, with expenditures in excess of \$60 million. Flooding presents significant problems for between 20 and 30 percent of the state’s population annually.

BLOUNT COUNTY HAZARD HISTORY								
Hazard	Flooding							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
12/18/61	East Tennessee	Flooding Thunderstorm	0	0	0	1,020	0	NOAA SHELDUS
03/24/65	East/Middle Tennessee	Flooding Thunderstorm	0	0	0	98,039	0	NOAA SHELDUS
08/04/68	East Tennessee	Flooding Thunderstorm	0	0	0	1,852	0	NOAA SHELDUS
04/27/70	East Tennessee	Flooding Thunderstorm	0	0	0	2,083	0	NOAA SHELDUS
06/20/71	Statewide	Flooding Thunderstorm	0	0	0	526	0	NOAA SHELDUS
12/09/72	East Tennessee	Flooding Thunderstorm	0	0	0	1,136	0	NOAA SHELDUS
03/14/73	East/Middle Tennessee	Flooding Thunderstorm	0	1	0	73,529	0	NOAA SHELDUS
03/12/75	East/Middle Tennessee	Flooding Thunderstorm	0	0	0	7,460	0	NOAA SHELDUS
09/23/75	East/Middle Tennessee	Flooding Thunderstorm	0	0	0	7,000	7,350	NOAA SHELDUS
02/21/93	Statewide	Flooding	0	1	0	52,632	0	NOAA

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

		Thunderstorm						SHELDUS

4.3.1.3: Landslides

A landslide is the downward movement of slope-forming materials reacting to the force of gravity. Landslides (rockslides, mudslides, etc.) are among the most common natural hazards. Unlike most natural hazards, however, most damage is not caused by extreme events, but by uncounted and often unreported events. Slopes with the greatest potential for sliding are between 34 degrees and 37 degrees. Although steep slopes are commonly present where landslides occur, the slopes need not be of great length. Landslides occur when the shearing of forces exceed the resisting forces of earth materials. Factors that increase shear stress are:

- Removal of lateral support by previous slope failure, erosion by rivers, streams or construction
- Loading by natural or human means. Loading may occur with the added weight of rain, hail or snow, the accumulation of loose rock fragments or volcanic material, stockpiles of ore or rock, or the weight of buildings and roadways.
- Vibrations caused by earthquakes, blasting, machinery, traffic or thunder.

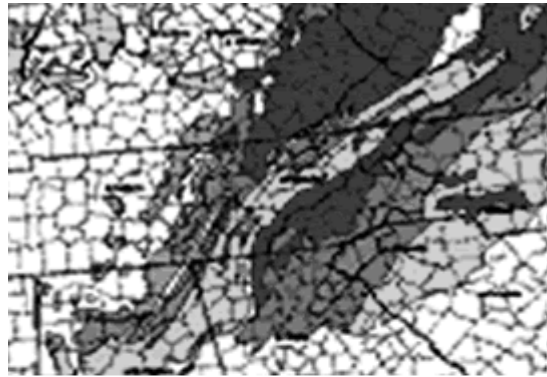
Two criteria are typically used to classify landslides – types of movement and types of material. The types of movement are falls, slumps, slides and flows.

- Falls may damage roads or buildings at the base of a steep slope or remain on a road as a hazard to drivers.
- Slumps usually damage utilities within or below the slide mass.
- Translational slides can be the most catastrophic. In addition to presenting a local hazard to structures and utilities, they can cause damage and death both far from and slightly below the source.
- Flows move around well-built structures, preserving them but causing damage from water and mud.

In addition to the direct hazards of a landslide moving out from under or onto structures or utilities, there is a major indirect hazard. Large slides generally do not stop moving until they reach the bottom of a valley. At which point they block streams, usually resulting in flooding and damage to the stream ecosystem (e.g. sediment).

The areas of greatest susceptibility are those underlain by shale's with steep slopes, where the geologic structure parallels the hill slope, and where water availability is highest, The hazard is greatest in the spring, when more water is usually present and during earthquakes, which may trigger the failure of unstable slopes. The variability of the hazard with structure, rock type, and terrain is such that only a site-by-site analysis will delineate areas of hazard.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan



EXPLANATION

LANDSLIDE INCIDENCE

	Low (less than 1.5% of area involved)
	Moderate (2.5% to 15% of area involved)
	High (greater than 15% of area involved)

LANDSLIDE SUSCEPTIBILITY/INCIDENCE

	Moderate susceptibility/low incidence
	High susceptibility/low incidence
	High susceptibility/moderate incidence

(http://landslides.usgs.gov/html_files/landslides/usgsnoaa/may.html)

The table below depicts the historic impact of landslides in Blount County.

Hazard	Landslides							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
None	NA	None causing significant Loss of life or property	NA	NA	NA	NA	NA	FEMA, USGS

Much of Tennessee is underlain by karst topography generated by beds of relatively soft limestone and dolomite that can easily be dissolved by the dilute organic acids invariably present in water that has percolated downward. In places, limestone is honeycombed with cracks, fissures and sizable cavern systems.



55

Sinkhole formation is usually a very slow process; however, failure may occur suddenly, violently and without warning. Sinkholes generally form in farm fields, woodlands and other such terrain. However, occasionally they may form along city streets, highways, in parking lots, or beneath buildings. This has occurred in a number of Tennessee towns and cities, including Oak Ridge, Clarksville, McMinnville and Knoxville.

4.3.1.5: Severe Weather

Weather hazards take on many forms – everything from the common thunderstorm, which can produce lightning, flooding rains, damaging winds, etc., to major winter storm, thermal emergencies, and droughts. Severe weather is the single most prevalent hazard in the state, and is responsible for the majority of damage inflicted upon the state’s communities (outside of structural fires).

Extreme heat is defined as temperatures that hover ten degrees or more above the average high temperature for the region and last for several weeks. Humid conditions may also add to the discomfort of high temperatures. Health risks from extreme heat include heat cramps, heat fainting, heat exhaustion and heat stroke. According to the National Weather Service, heat is the leading weather-related killer in the United States and has killed more people than lightning, tornadoes, floods and hurricanes combined in the last 10 years. However, most deaths are attributed to prolonged heat waves in large cities that rarely experience hot weather. The elderly, very young, and the ill are most at-risk, along with those who exercise outdoors in hot, humid weather.

A severe heat wave struck Tennessee in 1980 and resulted in 156 heat-related deaths. Ten were recorded in Nashville, 16 in Chattanooga, 88 in Memphis and 42 elsewhere. During the worst part of the heat wave, Memphis exceeded 100 degrees F on 33 days. Thirteen of these days were consecutive and, on July 13, the temperature reached 108 degrees. 38 heat-related deaths occurred in 1951. This was the result of 100 degree plus temperatures on three occasions during the year. Each period had three to eight consecutive days of extreme temperatures. According to the National Weather Service, the highest temperature ever recorded in Tennessee was 113 degrees F; occurring at Perryville, Decatur County, on July 29 and August 9, 1930.

Agriculture Drought is an extended period of unusually dry weather. Droughts become severe if several months pass without significant precipitation. Extreme heat is defined as temperatures that are ten or more degrees above the average high temperature, and that last for several weeks during the hottest time of the year. Drought and extreme heat can cause shortages of water and food crops. Parched lands are more susceptible to wildfires during periods of drought.

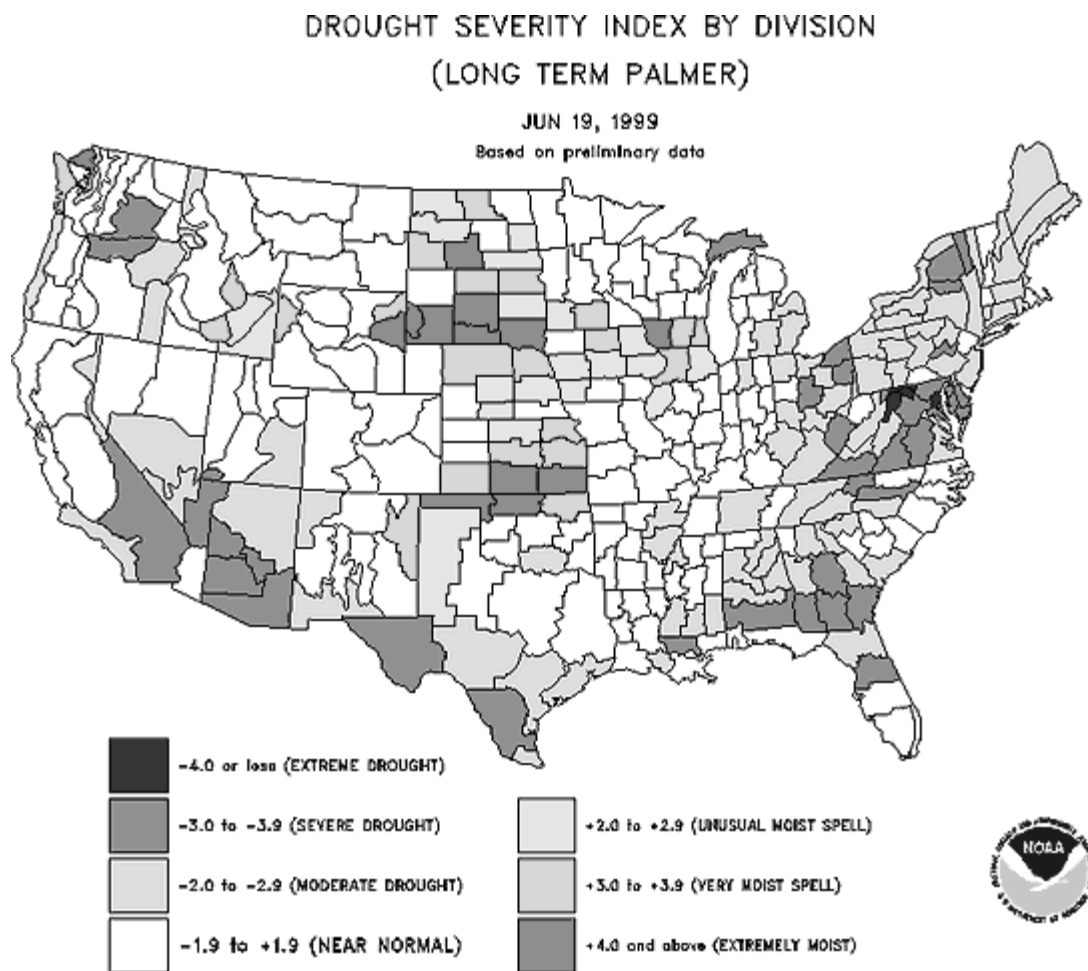
The effects of drought become apparent with a longer duration because more and more moisture-related activities are affected. Non-irrigated croplands are most susceptible to moisture shortages. Rangeland and irrigated agricultural lands, do not feel the effects as quickly. Non- irrigated, cultivated acreage yields can be quickly reduced due to drought.

In periods of severe drought, forest and range fires can destroy the economic potential of the timber and livestock industries, and wildfire habitat in, and adjacent to, the fire areas. Under extreme drought conditions, lakes, reservoirs, and rivers can be subject to severe water shortages. An additional hazard resulting from drought conditions is insect infestation.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Urban droughts generally affect areas dependent on reservoirs for water. Such droughts usually lead to restrictions on water use to what is essential for living. Urban droughts occur less frequently than agricultural droughts, occurring once every 15 years and affecting about 10-15% of the state's population.

The Palmer Drought Severity Index (PDSI), first developed in 1965, is a means of quantifying drought in terms of moisture demands versus moisture supply. Moisture demands include plant requirements and water needed for recharge of soil moisture supplies. An allowance is also included for runoff amounts necessary for recharging both ground water and surface water supplies such as rivers, lakes, aquifers and reservoirs. The PDSI balances the moisture demands against the moisture supply available. The PDSI expresses this comparison of moisture demand to moisture supply on a numerical scale that usually ranges from positive six to negative six. Positive values reflect excess moisture supplies while negative values indicate moisture demands in excess of supplies.



CLIMATE PREDICTION CENTER, NOAA
(<http://www.bigelow.org/virtual/palmer.gif>)

Thunderstorms are formed from a combination of moisture, rapidly raising warm air and a force capable of lifting air such as a warm and cold front, a sea breeze or a mountain. Thunderstorms may occur singly, in clusters or in lines. It is possible for several thunderstorms to affect one location in the course of a few hours. Some of the most severe weather occurs when a single thunderstorm affects one location for an extended time.

Straight-line winds, which in extreme cases have the potential to exceed 100 miles per hour, are responsible for most thunderstorm wind damage. One type of straight-line wind, the downburst, can cause damage equivalent to a strong tornado. Thunderstorms are also associated with tornadoes and heavy rains that can lead to flooding.

All thunderstorms contain lightning, which is an electrical discharge that results from the buildup of positive and negative charges within a thunderstorm. When the buildup becomes strong enough, lightning appears as “bolt”. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning reaches a temperature approaching 50,000 degrees Fahrenheit in seconds. The rapid heating and cooling of air near the lightning causes thunder. Lightning is a major Threat, in the United States, 75 to 100 Americans are hit and killed. The power of lightning’s electrical charge and intense heat can electrocute on contact, split trees, ignite fires and cause electrical failures.

Hailstones are products of thunderstorms and are developed by downdrafts and updrafts that develop inside the cumulonimbus clouds of a thunderstorm, where super cooled water droplets exist. The transformation of droplets to ice requires a temperature below 32 degrees and a catalyst in the form of tiny particles of solid matter, or freezing nuclei. Continued deposits of super cooled water cause the ice crystals to grow into hailstones, hail can be smaller than a pea or larger than softballs and can be very destructive to property, crops, livestock, and people.

Tornados are violent windstorms characterized by a twisting, funnel-shaped cloud. It is spawned by a thunderstorm (or sometimes as a result of a hurricane) and produced when cool air overrides a layer of warm air, forcing the warm air to rise rapidly. A funnel does not need to reach to the ground for a tornado to be present. A debris cloud beneath a thunderstorm is all that is needed to confirm the presence of a tornado, even without a condensation funnel.

The damage from a tornado is a result of the high wind velocity and wind-blown debris. Tornado season is generally March through August, although tornadoes can occur in the afternoons and evenings. Over 80% of all tornadoes strike between noon and midnight.

The most violent tornadoes are capable of tremendous destruction with wind speeds of 250 mph or more. Damage paths can be in excess of 1 mile wide and 50 miles long. Even with advances in meteorology, warning times for tornadoes is short or impossible. Tornadoes can occur in any state, but are more frequent in the Midwest, Southeast and Southwest.

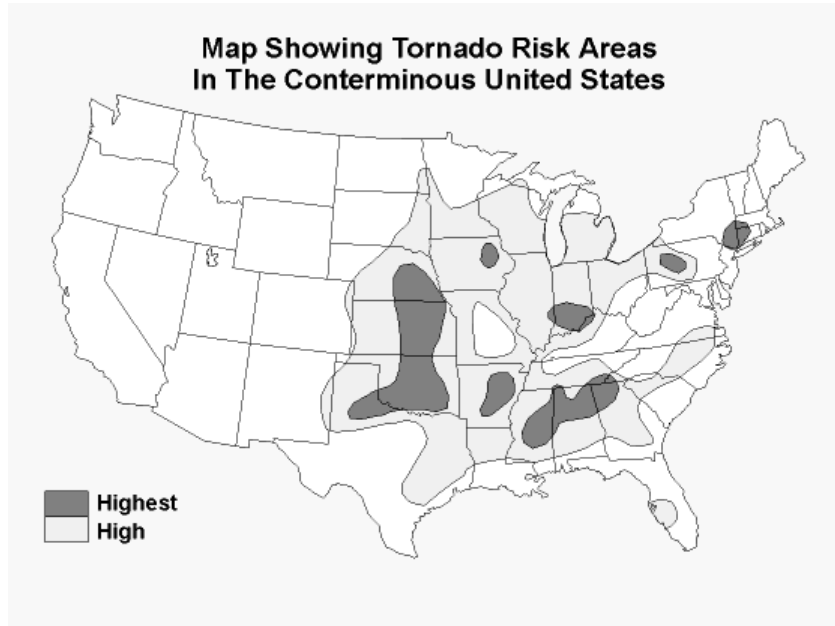
The intensity, path length and width of tornadoes are rated according to a scale developed by T. Theodore Fujita and Allen D. Pearson. The Fujita-Pearson Tornado Scale is presented below. Tornadoes classified as F0-F1 are considered weak; those classified as F2-F3 are considered strong, while those classified as F4-F5 are considered violent.

Fujita-Pearson Tornado Scale Description Table

F-Scale	Damage	Winds (MPH)	Description
F-0	Light	40-72	Chimney damage, tree branches broken
F-1	Moderate	73-112	Mobile homes overturned
F-2	Considerable	113-157	Considerable damage, mobile homes demolished, trees uprooted

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

F-3	Severe	158-206	Roofs/walls torn down, trains and cars overturned
F-4	Devastating	207-260	Well-constructed walls leveled
F-5	Incredible	261-318	Homes lifted off foundation and carried considerable distances
F-6	Inconceivable	319-379	Unknown



The categories shown reflect the tornado recurrence interval at a single point. In the highest risk areas, a tornado of significant strength would be expected to occur once every 2000 years, at each point in the area shown. For the high-risk areas, the interval would be once every 5000 years. The database is 800 cases of significant tornadoes for the period 1954-1992.

<http://www.usgs.gov/themes/map6.html>

Between January 1, 1995, and December 31, 1999, the State of Tennessee experienced in excess of 150 tornadoes.

- A tornado in early 1999 destroyed large portions of downtown Clarksville, demolishing historic churches, commercial buildings, and homes and leaving the Montgomery County Courthouse in shambles.
- The Nashville tornado of April 1998 left extensive property damage in downtown Nashville and in several East Nashville neighborhoods.
- Forty-five people were killed and 600 injured in a series of thirteen East Tennessee tornadoes in April 1974.
- In March 1952, 67 people died and 282 were injured as ten twisters touched down in ten counties. Damages exceeded \$5.5 million.
- Six twisters killed 52 and injured 552 in six counties in March 1933; called the East Nashville Tornado, this storm damaged sixteen hundred structures.

Though tornadoes have affected Blount County infrequently in the past (see the table below), the threat remains. Due to a large number of mobile homes throughout the county, the potential for property damage and loss of life during a tornado is high.

Winter storms include ice storms, blizzards and extreme cold. Winter storms in Tennessee often include extreme cold and ice. These storms are especially hazardous in terms of closing emergency routes, creating power and utility system failures, and immobilizing economic activity. Because of

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

the state's generally mild winters, major storms occur on average about once every five years. When they do occur, they typically affect as much as one half of the state's population. The potential, however, exists that a major storm could affect the entire state.

The most arduous blizzard seasons of the twentieth century were those of 1945, 1951, and 1993. The landmark winters of the nineteenth century were in 1835 and 1898. February 5, 1835, was called "Cold Friday" because so many cattle and hogs froze to death that day. In March of 1993 the "Storm of the Century" struck the eastern half of the state killing 18 people and causing \$18 million in damage. In 1994, a major ice storm created massive utility outages and road damage over two-thirds of the state. The net result was over \$100 million in damages and it was the largest disaster in the state's history. Additionally, major snowstorms effected citizens of Tennessee in 1996 and 1998, requiring both State and Federal Government response. The total combined cost of these winter storms was in the \$25 million range.

Blount County receives an average of twelve inches of snowfall each year. Although this amount may seem inconsequential in comparison with other areas, even a few inches of snow can make travel impossible given the mountainous terrain throughout much of the county. Ice storms bring the entire affected area to a standstill. Ice accumulation causes trees and power lines to fail, interrupting telephone service and creating significant power outages. Emergency response time is greatly increased, especially to residents in remote, rural areas.

Closure of Route 441 highway through the Great Smokey Mountains each winter may necessitate alternate transportation routes and possible temporary lodging.

Water lines, particularly in low-income residences with sub-standard insulation, freeze and break during periods of extreme cold, leaving residents without water and creating a burden on the public and private infrastructure.

Winter storms present a moderate to high threat to Blount County. On average, winter storms occur three times a year, affecting the entire county. The table below identifies the severe weather incidents in Blount County.

BLOUNT COUNTY HAZARD HISTORY

Hazard	Severe Weather – Thunderstorms/Tornados/Heat-Drought/Winter Storms							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
Thunderstorms with Hail and Wind								
08/06/62	East Tennessee	Hail Wind Thunderstorm	1	0	1	12, 500	1,250	NOAA SHELDUS
06/08/63	East Tennessee	Hail Wind Thunderstorm	1	1	0	2,381	238	NOAA SHELDUS
08/07/63	East/Middle Tennessee	Hail Wind Thunderstorm	1	0	0	1,786	18,000	NOAA SHELDUS

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Hazard	Severe Weather – Thunderstorms/Tornados/Heat-Drought/Winter Storms							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
03/04/64	Statewide	Hail Wind Thunderstorm	1	0	0	526	5,000	NOAA SHELDUS
03/09/64	Statewide	Hail Wind Thunderstorm	1	0	1	526	5,000	NOAA SHELDUS
03/14/64	Statewide	Hail Wind Thunderstorm	1	0	0	526	5,000	NOAA SHELDUS
11/26/65	Statewide	Hail Wind Thunderstorm	1	0	0	526	5,000	NOAA SHELDUS
Severe Weather – Heat and Drought								
04/18/83	Statewide	Heat and Drought Crop Damage	1	0	0	0	500,000	NOAA SHELDUS
Severe Weather – Tropical Depression								
09/16/04	East Tennessee	Tropical Depression	1	0	0	15,000	0	NOAA SHELDUS
Severe Weather – Thunderstorms with Wind								
02/22/62	Statewide	Wind Thunderstorm	1	0	0	5,208	0	NOAA SHELDUS
07/03/62	East Tennessee	Wind Thunderstorm	1	0	0	1,852	0	NOAA SHELDUS
07/08/62	East Tennessee	Wind Thunderstorm	1	1	1	18,519	0	NOAA SHELDUS
09/04/62	East Tennessee	Wind Thunderstorm	1	0	1	1,852	0	NOAA SHELDUS
03/05/63	East Tennessee	Wind Thunderstorm	1	0	0	2,381	0	NOAA SHELDUS
3/11/63	East/Central Tennessee	Wind Thunderstorm	1	2	1	17,857	0	NOAA SHELDUS
1/19/64	Statewide	Wind Thunderstorm	1	0	1	526	0	NOAA SHELDUS
05/18/65	East Tennessee	Wind Thunderstorm	1	1	0	5,020	0	NOAA SHELDUS
02/10/66	East Tennessee	Wind Thunderstorm	1	0	0	8,333	0	NOAA SHELDUS
04/23/68	East Tennessee	Wind Thunderstorm	1	0	0	1,000	0	NOAA SHELDUS
03/24/69	East Tennessee	Wind Thunderstorm	1	0	1	1,250	0	NOAA SHELDUS
06/24/69	East Tennessee	Wind Thunderstorm	1	0	1	1,000	0	NOAA SHELDUS
12/28/69	East/Central Tennessee	Wind Thunderstorm	1	1	0	7,576	0	NOAA SHELDUS
03/25/70	Statewide	Wind Thunderstorm	1	0	1	526	0	NOAA SHELDUS

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Hazard	Severe Weather – Thunderstorms/Tornados/Heat-Drought/Winter Storms							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
04/02/70	East Tennessee	Wind Thunderstorm	1	0	0	2,083	0	NOAA SHELDUS
04/19/70	Statewide	Wind Thunderstorm	1	0	0	526	0	NOAA SHELDUS
03/15/71	Statewide	Wind Thunderstorm	1	0	0	5,263	0	NOAA SHELDUS
06/08/71	East Tennessee	Wind Thunderstorm	1	0	1	1,136	0	NOAA SHELDUS
12/10/71	Statewide	Wind Thunderstorm	1	0	0	526	0	NOAA SHELDUS
06/06/72	East Tennessee	Wind Thunderstorm	1	0	0	1,136	0	NOAA SHELDUS
08/09/72	Statewide	Wind Thunderstorm	1	0	0	526	0	NOAA SHELDUS
10/04/72	East Tennessee	Wind Thunderstorm	1	0	0	1,136	0	NOAA SHELDUS
10/18/72	Statewide	Wind Thunderstorm	1	0	0	526	0	NOAA SHELDUS
Severe Weather – Winter Weather								
12/11/62	Statewide	Winter Weather Ice and Snow	1	0	0	5,263	0	NOAA SHELDUS
01/23/63	Statewide	Winter Weather Ice and Snow	1	0	0	5,263	0	NOAA SHELDUS
12/22/63	Statewide	Winter Weather Ice and Snow	1	1	0	526	0	NOAA SHELDUS
12/31/63	Middle/East Tennessee	Winter Weather Ice and Snow	1	0	1	1,786	0	NOAA SHELDUS
01/21/66	Statewide	Winter Weather Ice and Snow	1	0	0	526	0	NOAA SHELDUS
01/29/66	Statewide	Winter Weather Ice and Snow	1	0	0	5,263	0	NOAA SHELDUS
01/12/68	Statewide	Winter Weather Ice and Snow	1	0	0	526	0	NOAA SHELDUS
02/15/69	Statewide	Winter Weather Ice and Snow	1	0	0	526	0	NOAA SHELDUS
12/01/82	Middle/East Tennessee	Winter Weather Ice and Snow	1	0	0	0	7,246	NOAA SHELDUS

4.3.1.6: Wild Fires

Wild fires are incidents of uncontrolled burning in grasslands, brush, or woodlands. Significant wild land fires occur about once every two years. However, several hundred lesser events occur annually

across the entire state. The eastern and middle portions of the state are most affected, and a single event usually impacts less than 5% of any one county's population.

Due to the abundance of vegetation throughout the county, wildfires are a moderate to high threat in all rural areas. Significant events occur during periods of inadequate rainfall. Lesser events occur annually, usually as a result of escaped controlled burning or arson. The county's volunteer fire departments respond to an average of 250 wild land fires each year. Many of these fires occur in mixed interface areas and may pose a threat to occupied structures throughout the moderately populated areas. Two municipalities, Maryville and Alcoa, have extensive areas of greenbelt, and brush fires in these cities create a significant urban interface danger.

4.3.2: Manmade Hazards

In considering manmade hazards, Blount County decided to concentrate its analysis and future mitigation efforts on those more likely to occur such as hazardous materials incidents or those that would result in major emergencies or disasters such as hazardous materials and dam failure.

Hazards that would result in smaller, isolated events (such as arson or civil unrest) or those that would be difficult to mitigate (such as hostage situation or enemy attack) were not considered for further study under this Plan. Additionally, those hazards that are being addressed through concurrent planning efforts and those that are the direct result of other hazards already being addressed were not considered priorities for further study under this Plan. It is recommended that these manmade hazards become more fully incorporated into this Plan during future plan updates and enhancements.

4.3.2.1: Dam/Levee Failure

Dam break floods are usually associated with intense rainfall or flood conditions. The greatest threat to people and property is areas immediately below the dam. Dam failure may be caused by faulty design, construction, operational inadequacies, or flooding larger than the dam design.

The degree and extent of damage depend on the size of the dam. A small dam retaining water in a stock pond may break resulting in little damage. However, a small dam break could result in the loss of irrigation water for a season causing financial hardship to farmers. An even larger dam failure might bring about considerable loss of property, destruction of cropland, roads, utilities and even loss of life. More far-reaching consequences can include loss of income, disruption of services and environmental devastation.

In Tennessee, there are more than 1,200 dams, most of them small agricultural dams. There are some large dams within the state including those operated by the Tennessee Valley Authority and the U.S. Army Corps of Engineers. These dams serve to produce electrical power for the state, control flooding, and to provide recreational opportunities.

Several dam or reservoir failures have occurred. The worst incident was in Claiborne County, south of New Tazewell, on August 3, 1916. A milldam failed on Big Barren Creek, sending a giant wall of water downstream and breaching several other smaller dams in the process. Twenty-four people died amidst the immense property damage caused by the roaring water.

4.3.2.2: Hazardous Materials Incident

Within Blount County every city has multiple facilities that produces, stores, or uses some form of hazardous material. Every water treatment plan has chlorine on-site to rid the water of bacterial contaminants. Almost every community has a farmer's Co-Op, which stores significant quantities or pesticides, fertilizers, etc. Hazardous materials are transported down many roads every day. Propane trucks serve the rural populations while Natural gas is used by many urban citizens and must be treated as a dangerous hazard when a leak occurs. In addition, every home has some hazardous materials present - cleaners, batteries, bleach, paint, gasoline, etc.

Hazardous materials (HazMat) incidents typically take three forms: transportation incidents, fixed facility incidents and pipeline incidents. The major difference between the three is that it is reasonably possible to identify and prepare for a fixed site incident because laws require those facilities to notify state and local authorities about what is being used or produced there. Transportation and pipeline incidents are substantially harder to prepare for; however, as the materials involved are not known until the accident has occurred.

Hazardous Materials Transportation Incident is any occurrence of a hazardous material release during transport that poses a risk to health, safety, and property as defined by Department of Transportation Materials Transport regulations. Hazardous materials transportation incidents can occur at any place, although the vast majority occurs on interstate highways, major federal or state highways or on the major rail lines.

Seven state highways and a portion of Interstate 40 serve Blount County. CSX and Norfolk Southern rail lines bisect the central portion of the county. These highway and rail routes serve as transportation corridors for hazardous materials. While there have been no major incidents of hazardous materials release in train derailments in Blount County, the potential exists. Each rail line carries from 50 to 70 cars transporting hazardous materials daily.

Although hazardous materials transportation events affect less than 5% of the general population, incidents can affect several thousand people. The events may pose significant risk to emergency responders who lack adequate training and equipment. Every year about 250,000 shipments of hazardous materials crisscross the state of Tennessee. Many incidents occur in sparsely populated areas and affect very few people. There are occasions where materials are involved in accidents in areas with much higher population densities such as the propane tanker explosion in Memphis in 1989 that killed eight people. Significant events occur about 50 times per year in Tennessee.

Interstate Pipeline Hazardous Materials Incident is an incident of an uncontrolled release of hazardous materials from pipelines. There are a significant number of interstate natural gas and petroleum pipelines running through Tennessee. The pipelines are used to provide natural gas to the utilities in Tennessee and transport materials to Northeastern United States from production areas along the Gulf Coast. Major releases from these facilities occur, on average, twice a year, affecting up to several dozen people at a time.

Fixed Facility Hazardous Materials Incident is any occurrence of uncontrolled release of materials, from a fixed site, that poses a risk to health, safety, and property as determined in the EPA's Resource Conservation and Recovery Act. These materials are classed identically to those specified in the section on transportation accidents. Hazardous materials events of this type occur several times

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

a month in many of the counties in Tennessee. Major events occur approximately six times per year across the state.

Fixed Nuclear Release is any occurrence at a fixed nuclear power plant or other facility, with an inventory of radioactive material that results in a release of radioactive material in sufficient quantity to constitute a threat to the health and safety of the community.

The State of Tennessee is home to two nuclear power plants, Sequoyah and Watts Bar, which are operated by the Tennessee Valley Authority (TVA) and provide as much as 20% of their electrical capacity. TVA also operates a nuclear plant in Brown's Ferry, Alabama, an accident at which could theoretically affect residents of the state. The U.S. Department of Energy operates a facility in Oak Ridge that also inventories with nuclear material.

The incident at Three-Mile Island (Pennsylvania) in 1979 led to the creation of standards and protocols for the handling of emergencies at nuclear power plants. Since that time, there has not been a major emergency at any of the nation's nuclear facilities. Both TVA and the State keep emergency response plans up-to-date and hold at least one full-scale exercise every year. An incident at a fixed nuclear facility in Tennessee could affect about 20% of the population.

The closest facility to Blount County is the U.S. Department of Energy (DOE) facility at Oak Ridge, TN in nearby Anderson County- location pictured below. This facility is composed of three separate sites and was associated with developing the nation's nuclear weapons arsenal. Today the plants are focused on peacetime applications of technology. There are still some remnants of the past as the plants still pose a risk of release of nuclear material into the surrounding communities.

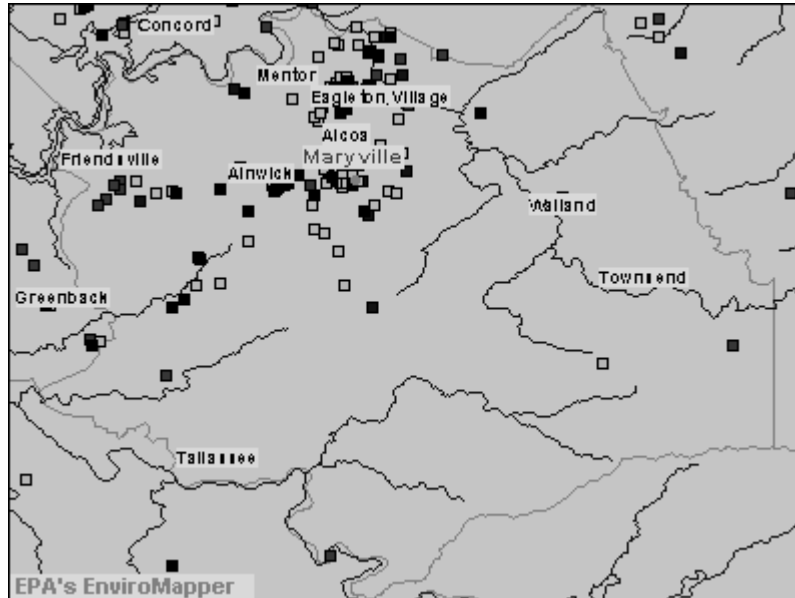


The Department of Energy Oak Ridge Reservation houses the BWXT Y-12, East Tennessee Technology Park (ETTP) (K-25), and Oak Ridge National Laboratory (X-10). Each of these facilities, managed by civilian contractors, stores, transports, or processes nuclear materials.

The National Security mission in Oak Ridge is performed at the Y-12 National Security Complex. Programs at Y-12 include manufacturing and reworking nuclear weapon components, dismantling

Blount County, Tennessee Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

nuclear weapon components returned from the national arsenal, serving as the nation's safe, secure storehouse of special nuclear materials, reducing the global threat from terrorism and weapons of mass destruction, and providing the U.S. Navy with safe, militarily effective nuclear propulsion systems.



(<http://maps.epa.gov/enviro/html/mod/enviromapper/index.html>)

Fixed Facilities

There are facilities within Blount County that manufacture, store, or utilize legal quantities of hazardous materials in some capacity. An incident at one of these facilities could be expected to affect as much as 10% of the county's population. Some of the most notable disasters in the state's history have been the result of hazardous materials accidents:

- The Rockwood bromine spill in 1977
- In 1906 a railroad car of dynamite exploded in a rail yard at Jellico in Campbell County, killing 9 people, injuring 200, and leaving 500 homeless.
- In 1978, the town of Waverly was the site of a devastating liquid propane gas explosion that killed 16 people and injured 97.
- In 1983 an explosion at an illegal fireworks factory near Benton in Polk County killed 11 workers, injured one, and demolished several buildings.
- In December 1988, a liquid propane gas overturned and exploded in a gigantic fireball on I-240 in Memphis. Nine people were killed on the highway and additional lives were lost when the flaming ten thousand gallon liquid propane tank became airborne and crashed into a nearby duplex, setting several buildings on fire.

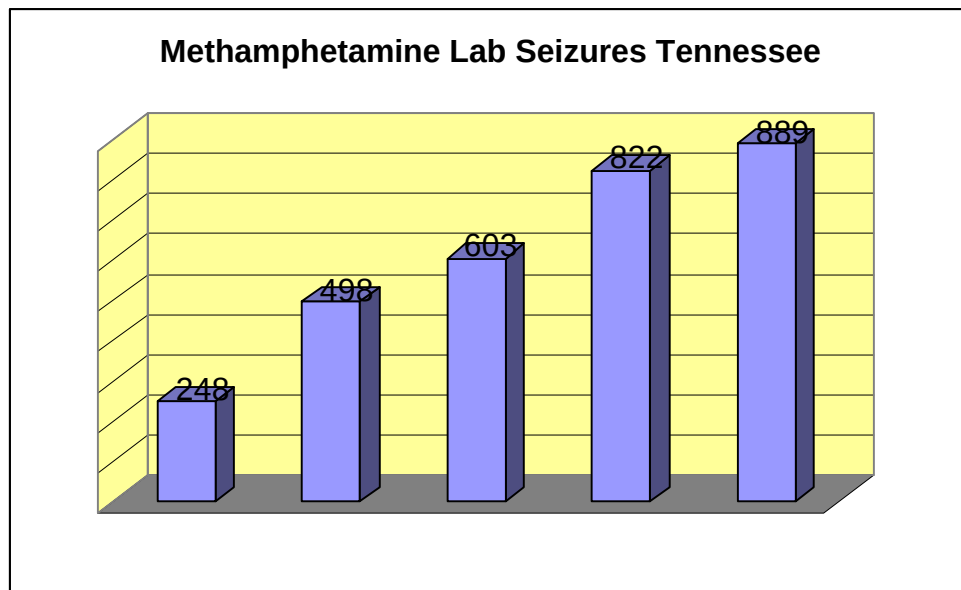
A significant release incident occurs on state and federal highways in Blount County approximately three times each year. The Local Emergency Planning Committee is presently conducting a study of hazardous materials transport through Blount County. A technological event or accidental release has the potential of extending contamination over much of the county.

4.3.2.3: Illegal Methamphetamine Labs

Domestic labs that produce methamphetamine are dependent on supplies of the precursor chemical pseudoephedrine, which is sometimes diverted from legitimate sources. It is smuggled from Canada and Mexico. Domestic independent laboratory operators produce and distribute methamphetamine but on a smaller scale.

Meth is a white powder that easily dissolves in water. Another form of meth in clear chunky crystals is called crystal meth, or ice. Meth can also be in the form of brightly colored tablets. The pills are called by their Thai name, yaba.

The availability and demand for methamphetamine continues to increase throughout Tennessee. Clandestine methamphetamine labs exist everywhere and are encountered almost daily by law enforcement. Tennessee accounts for 75 percent of the methamphetamine lab seizures in the Southeast. These facts are a stark contrast to the problem of a few years ago. The labs that are discovered in Tennessee are generally characterized as small and unsophisticated. These clandestine methamphetamine labs pose a significant threat because lab operators are frequently armed and substantially involved in the drug's distribution.



While law enforcement officers raid labs, anti-drug groups and government officials are focusing on prevention of meth's impact.

In addition to the social and economic impacts, meth labs create a hazard to those emergency responders without the training and equipment to enter a contaminated area. Fires and explosions from "cooking" meth also threaten residents and homes adjacent to meth labs. Lab operators are frequently armed and often install "booby traps" to injure those entering the area.

Blount County is part of the Southeast Methamphetamine Drug Task Force and maintains a fully equipped response vehicle for law enforcement personnel who have been trained to enter clandestine labs and begin decontamination. Below is a table of Methamphetamine incidents in Blount County.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY HAZARD HISTORY

Hazard	Methamphetamine (Meth) Labs							
Hazard Date	Location or Map Reference	Event Description Power Outage Trees Down Bridge out Road Closed Evacuation Etc.	Assets Damaged	Number of Fatalities	Number of injuries	Structure Damage Cost	Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
None	None to date documented causing loss of life or significant property loss	NA	NA	NA	NA	NA	NA	NA

4.3.2.4: Pandemic/Vectors

Pandemics (World Wide epidemics) have occurred three times in the world's human population.

- The 1918-1919 Spanish Flu caused the highest number of deaths. India had 16 million deaths. The U.S. had 675,000 deaths. In England, 230,000 died. In Germany 225,000 and in France 166,000 perished. World wide, the estimated fatalities was 20 million to 50 million. During the Spanish Flu pandemic, Spain closed its government. New York City closed its port and trains did not run. The British Navy did not sail for three weeks.
- The 1957-58 Asian Flu was identified in February 1957 in China. By June, it had crossed the Pacific and entered the U.S. Globally, it caused a million deaths. In the U.S., 70,000 persons died. It was a Type A virus.
- The 1968-69 Hong Kong Flu caused four million deaths worldwide and 34,000 deaths in the U.S. It was a Type A virus.

Dr. Julie L. Gerberding, Head of the Center for Disease Control and Prevention (CDC), said scientists expect that an Avian H5 Flu virus, which has swept through chickens and other poultry, will change genetically into a flu that can be transmitted to humans. It has emerged as a highly pathogenic strain of influenza virus that is across the entire western compound of Asia. Dr. Gerberding said the CDC is preparing for a possible pandemic next year. A special flu team formed last year monitors the spread of avian flu and analyzes the strains as they appear. This new avian flu strain is unknown in the human population, thus humans have no immunity. The mortality rate has been up to 72%.

Influenza occurs every year and nations attempt to prepare for the "flu season" which brings one to two weeks of symptoms, even pneumonia and death. The cost in the U.S. is \$71 to \$167 billion annually. Fatalities in the U.S. are about 36,000 and worldwide 250,000 to 500,000.

Three types of influenza viruses exist: A, B, and C. Type A viruses are of most concern for humans, pigs, marine mammals and birds. Type B virus has been identified in the seal population and is fatal. Influenza C virus is associated with ticks.

Influenza viruses are constantly evolving. The viruses undergo minor and major modifications through antigenic drift and antigenic shift. Antigenic drift is the mechanism responsible for creating small changes in the genetic composition of the virus. Antigenic drift occurs in Type A and B influenza. Antigenic shift describes significant changes in the genetic structure of the virus. It occurs only in Type A when two different virus strains are present in a host or after transmission of viruses from different hosts. The two viruses swap genetic material creating a “new” virus never before seen.

Avian flu was first discovered in Canada. It is estimated that 50% of wild ducks in Canada carry various forms of the flu. Highly infectious forms are destructive to domestic poultry causing a rise in food costs. This has a powerful ripple effect of raising costs to processors, grocers and restaurants. Three strains of avian influenza viruses are known to jump the species barrier from birds to non-human animals to humans: A(H9N2), A(H7N7) and A(H5N1). A(H5N1) is the most lethal causing death in 68% of humans infected with it. Mild variants of avian flu are most feared by public health officials, coughing or sneezing infectious droplets at a rate of 150 feet per second. Shaking hands or contaminated public washrooms and doorknobs can spread the disease very quickly.

Smallpox - variola major was last seen in the USA in 1949. The last naturally occurring case was in Somalia in 1977. Vaccination for smallpox in the USA ended in 1972 except for the military personnel.

When smallpox was considered eradicated worldwide, only two laboratories were designated to keep the virus. One lab was our CDC in Atlanta, Georgia and the other lab was in Russia. When the break-up of the USSR occurred, the location of Russia’s smallpox virus became unknown. It was widely thought that at least four other countries received part of the virus.

Variola is classified as a biological weapon, on the “A” list by the CDC. The virus can be transmitted from person to person, may result in high mortality rate (30%), cause panic and social disruption, have a moderate to high potential for large-scale dissemination, and require special action for public health preparedness and response.

Hepatitis A virus results from eating food or drinking water contaminated with human excrement. Outbreaks are associated with consumption of produce. Hepatitis A virus attacks the liver, is highly infectious and can lead to varying degrees of illness, hospitalization or even death.

Emerging Pathogens - Monkey pox Virus is an orthopoxvirus, which also includes cowpox and smallpox. It is a viral disease occurring in the rainforest of central and west Africa. Monkey pox is milder than smallpox. It was seen in the USA June 14, 2003. It was introduced to this country by prairie dogs infected by Gambian rats imported by a distributor of exotic pets. By June 18, 2003, 87 persons in six states were confirmed with the virus.

Epidemics in Tennessee were major killers in the 1700s and 1800s. The worst culprits were smallpox, polio, influenza, measles, cholera, and yellow fever. There have been seven great epidemics of cholera and eight of yellow fever in Tennessee history.

- In 1918 the Spanish flu pandemic struck Tennessee, killing over 7,700 people. Small towns were infected as severely as larger cities; the Dupont company town of Old Hickory, near Nashville, was hardest hit. This plant was particularly vulnerable due to its large labor force

(over 7,500 people) and their close proximity during working hours. More than 1,300 Nashville citizens died.

- An 1873 epidemic claimed 2,000 in Memphis, a number that constituted at the time, the most yellow fever victims in an inland city.
- In 1878 yellow fever raged in Memphis until Mid-October, infecting over 17,000 and killing 5,150.
- In 1939 there was a typhus fever outbreak in Nashville.

Blount County has a history of disease outbreak. Only the major ones since 1938 are noted in the narrative.

Animal & vector-based hazards is one of the “emerging” threats to Tennessee and its citizens are vector-based threats - bacteria, insects and other animals that pose a direct or indirect hazard to humans, their food supply, or the state’s economy. Vector-borne diseases which have been diagnosed in Tennessee include: Western equine encephalitis, St. Louis encephalitis, Colorado tick fever, Rocky Mountain spotted fever, tularemia, rabies, plague, and Hanta-Virus.

As long as vectors are present in the state, the potential for recurring disease exists. Based on historical incidence, the vector-borne diseases to which the population is most vulnerable are St. Louis encephalitis, Rocky Mountain spotted fever, Colorado tick fever, tularemia and Hanta-Virus. The likelihood of Western equine encephalitis and St. Louis encephalitis infecting the population is greater in the high mountainous areas of the state. Colorado tick fever and Rocky Mountain spotted fever have been small problems in the state. The state should be considered vulnerable to future incidence of tick fever. Most, but not all cases of tularemia appear to be associated with ticks in the southeastern part of the state.

Foot and Mouth Disease is a highly infectious and difficult to control disease of cloven-hoofed mammals including cattle, swine, wild sheep, goats, deer and pigs. Should an outbreak occur anywhere in the United States, routine livestock movements could rapidly spread the disease making early detection, combined with immediate eradication of affected animals, crucial for controlling the disease. Left unchecked, the economic impact of FMD could reach billions of dollars in the first year. Deer and other wildlife would likely become infected and be a source for re-infection of livestock. FMD is not known to cause illness in humans.

During a 1922 outbreak of FMD domestic cattle grazing on U.S. Forest Service lands in California were suspected of spreading the disease to local deer populations. Over 22,000 deer were killed because of concern that they might serve as a reservoir of the disease.

West Nile Virus is one of several mosquito-borne viruses in the United States. The virus exists in nature primarily through a transmission cycle involving mosquitoes and birds. Mosquitoes become infected with West Nile Virus (WNV) when they feed on infected birds. Less than one percent of those infected may develop meningitis or encephalitis, the most severe forms of the disease, which occurs primarily in persons over 50 years of age. Symptoms of encephalitis or meningitis may include severe headache, high fever, neck stiffness, stupor, disorientation, tremors, convulsions, paralysis, coma and sometimes, death.

Fire ant colonies can quickly become a human health hazard. Fire ants inject a dose of venom that causes a burning sensation. These stings can cause blisters and infections, and can even cause

anaphylactic shock or death in the most sensitive victims. It is also not uncommon for colonies of fire ants to attack and sometimes kill domestic animals, pets and wildlife. Fire ant mounds can grow up to 2 feet high above ground and colonies can destroy entire fields of corn and soybeans. These insects are capable of causing major damage, both in terms of human and animal harm and in crop damage. Fire ants have invaded many of the southern Tennessee counties and continue a slow spread northward.

4.3.2.5: Terrorism

The Federal Bureau of Investigation (FBI) defines terrorism as “the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in the furtherance of political or social objectives.” Events could typically be government facilities or highly visible areas.

Terrorism is the use of force or violence against people or property for the purposes of intimidation, coercion or ransom. Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get publicity for their causes.

The 1966 Defense Against Weapons of Mass Destruction Act, defines weapons of mass destruction as “any weapon or device that is intended, or has the capability, to cause death or serious bodily injury to a significant number of people through the dissemination, release or impact of toxic or poisonous chemicals or their precursors, a disease organism, or radiation or radioactivity.” President Clinton’s 1994 Executive Order 12938 entitled “Proliferation of Weapons of Mass Destruction” also defines weapons of mass destruction to be “nuclear, biological, or chemical weapons.”

The Domestic Preparedness Program is a partnership of federal, state, and local agencies with the goal of ensuring that, as a nation, we are prepared to respond to a terrorist attack involving nuclear, biological, or chemical weapons - weapons of mass destruction (WMD). Today, the term “Homeland Security” is used to denote the concept of preparing for these kinds of events.

The FBI categorizes terrorism in the United States primarily as one of two types - domestic terrorism or international terrorism. Domestic terrorism involves groups or individuals whose terrorist activities are directed at elements of our government or population without foreign direction. International terrorism involves groups or individuals whose terrorist activities are foreign-based and/or directed by countries or groups outside the U.S., or whose activities transcend national boundaries.

Direct attacks such as the Oklahoma City bombing of the Murrah building was an act of domestic terrorism. The attacks on the World Trade Center in 2001 were acts of international terrorism. Attacks can take many forms. They are all designed to terrorize citizens.

Bioterrorism: In the wake of the September 11, 2001 terrorist attacks, concerns about bioterrorism attack involving smallpox prompted Tennessee health officials to develop a mass vaccination plan. Blount County Health Department’s plan was tested during an August 2004 Strategic National Stockpile drill and subsequently revised to address problems found during that exercise.

4.3.2.6: Urban Fire

An urban fire is any instance of uncontrolled burning which results in major structural damage to large residential, commercial, industrial, institutional, or other properties in developed areas.

Generally a large structure is defined as any structure exceeding 25,000 square feet. Large structural fires therefore would include fully involved structures of this size or greater. Examples would include hospitals, government centers, manufacturing facilities, warehouses, barns, etc. Multiple stories may be involved as well and constitute square footage.

Tennessee's worst urban fire disaster was the great Nashville Fire of 1916. It destroyed seven hundred homes and businesses within a thirty-two square block area of that city. A "million dollar" fire occurred in Knoxville in 1897. It destroyed several warehouses and large retail stores along a section of lower Gay Street. Many individual structural fires have occurred in the state.

- In 1977 the Columbia (Maury County) jail fire that trapped and killed 42 inmates and visitors.
- 1978, during a firefighters' strike, 255 fires broke out almost simultaneously in a most extraordinary case of coincidence. Most incidents occurred in abandoned or condemned buildings.
- On Christmas Eve in 1989, 16 people died, 50 were injured, and 145 were left homeless by a fire at the high-rise retirement home in Johnson City.

4.4 Community Hazard Vulnerability

4.4.1 Community Hazard Vulnerability Assessment

The Vulnerability Assessment section builds upon the information provided in the Hazard Analysis by identifying community assets and development trend in Blount County, then assessing the potential impact and amount of damage that could be caused by each hazard event. The primary objective of the assessment is to prioritize the hazards of concern to Blount County and to identify hazard mitigation strategies that will reduce or eliminate their effects.

To complete the assessment, best available data was collected from a variety of sources, including local, state and federal agencies, and multiple analyses were performed qualitatively and quantitatively (further described below). Additional work will be done on an ongoing basis to enhance, expand and further improve the accuracy of the baseline established here, and it is expected that this vulnerability assessment will continue to be refined through future plan updates as new data and loss estimation methods or tools become available to Blount County.

The findings presented in this section with regard to vulnerability were developed using best available data, and the methodologies applied have resulted in an approximation of risk. These estimates should be used to understand relative risk from hazards and the potential losses that may be incurred; however, uncertainties are inherent in any loss estimation methodology, arising in part from incomplete scientific knowledge concerning specific hazards and their effects on the built environment, as well as incomplete data sets and from approximations and simplifications that are necessary in order to provide a meaningful analysis. Further, most data sets used in this assessment contain relatively short periods of records which increases the uncertainty of any statistically based analysis.

The methodologies used to drive the risk assessment effort for Blount County, are two distinct methodologies. The first includes a quantitative analysis that relies upon best available data and technology, while the second methodology includes a qualitative analysis that relies more on local knowledge and rational decision-making. Upon completion, the methodologies are combined to create a “hybrid” approach for assessing hazard vulnerability for Blount County that allows for some degree of quality control and assurance. The methodologies are briefly introduced here and are described in more detail throughout this section.

44 CFR Requirement

44 CFR Part 201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of: (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) An estimate of the potential losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Quantitative Methodology consists of utilizing Hazards U.S. Multi-Hazard (HAZUS®MH), a geographic information system (GIS) based loss estimation software available from FEMA. For some hazards, the quantitative assessment also incorporates a detailed GIS-based approach using best available local data from Blount County. When combined, the results of these vulnerability studies are used to form an assessment of potential hazard losses (in dollars) along with the identification of specific community assets that are deemed potentially at-risk. As the HAZUSMH software was only acquired by Blount County during this planning cycle its use was limited. Future updates to the plan will fully utilize HAZUSMH.

Qualitative Methodology relies less on technology, but more on historical and anecdotal data, community input and professional judgment regarding expected hazard impacts. The qualitative assessment relies more on local knowledge and is built around varying degrees and weights of risk values as assigned by the consensus of Blount County's Mitigation Steering Committee.

The qualitative assessment completed for Blount County uses a scoring system based on the table below.

HAZARD RATING	
No Fatalities/Injuries	0
Less than 3 injuries	1
Less than 3 fatalities/5 injuries	2
Less than 10 fatalities/50 injuries	3
Less than 25 fatalities/100 injuries	4
More than 25 fatalities/injuries	5
No Economic Damage or Cost	0
Less than 500,000 damage cost	1
Less than 1,000,000 damage cost	2
Less than 3,000,000 damage cost	3
Less than 5,000,000 damage cost	4
More than 5,000,000 damage cost	5
Extent area minimal/no evacuation	0
Extent area local/minimal evacuation	1
Extent area local/some evacuation	2
Extent area 1 mi./some evacuation	3
Extent area 3 mi./major evacuation	4
Extent area >3 mi./evacuation	5
Probability once in 100 years	0
Probability once in 50 years	1
Probability once in 10 years	3
Probability once in every 5 years	3
Probability once in every 1 year	4
Probability more than once in 1 year	5
No repetitive loss	0
One repetitive loss	1
Three repetitive losses	2
Five repetitive losses	3
Ten repetitive losses	4
More than ten repetitive losses	5

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

When all selected hazards historical information are evaluated and scored, flooding is the number one hazard that has impacted Blount County, although the top four are very close. The tiebreaker used by the Hazard Committee was fatalities and injuries. Had dollar loss been used Urban Fires would be number one followed by wildfires and severe weather. It was also recognized that the availability and quantity of data varied significantly between hazards and impacted evaluations. The committee believed that had economic data been accurately recorded, flooding and severe weather dollars could easily have been up to 10 times greater.

For reasonableness test the historic data was compared to the results of the Hazard Analysis and vulnerability compiled by the State of Tennessee and published in the State of Tennessee Hazard Mitigation Plan. The Historic data compiled by the Blount County Mitigation Committee generally matches the state's assessment. The largest variant was wildfires rated number one by the state.

The mitigation committee combined the different weather incidents into one category "Severe Weather." The initial perception was that response and recovery was very similar for weather incidents. For future mitigation planning the committee recognizes that various weather occurrences should be broken down to individual components. Had that process been in place for this plan, the weather incidents would also have been very close to the State Mitigation Plan.

After analyzing and evaluating all available data the Hazard Mitigation sub-committee developed the vulnerability assessments below using the risk table developed previously.

Natural Hazards Identified by the State of Tennessee	State Priority For East TN	Blount County Historic Priority
Wild Fire	4	4
Flood	1	2
Wind storm	5	6
Severe storm	2	1
Winter storm	3	3
Tornado	6	5
Hailstorm	8	7
Drought	7	8
Erosion	9	10
Earthquake	12	11
Extreme Heat	1	9
Landslide	11	14
Land Subsidence	13	13
Expansive soils	14	12

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	Relief Source FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Hazardous Materials	0	1	4	3	0	0	8	5	X	FEMA/TEMA
Pandemic	1	1	3	3	0	0	8	6		Local
Terrorism	2	2	2	1	0	0	7	7		Local
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

ALCOA HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	Relief Source FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Hazardous Materials	0	1	4	3	0	0	8	5	X	FEMA/TEMA
Pandemic	1	1	3	3	0	0	8	6		Local
Terrorism	2	2	2	1	0	0	7	7		Local
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

FRIENDSVILLE HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	<u>Relief Source</u> FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Pandemic	1	1	3	3	0	0	8	5		Local
Terrorism	2	2	2	1	0	0	7	6		Local
Hazardous Materials	0	1	3	2	0	0	6	7	X	FEMA/TEMA
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

LOUISVILLE HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	<u>Relief Source</u> FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Pandemic	1	1	3	3	0	0	8	5		Local
Terrorism	2	2	2	1	0	0	7	6		Local
Hazardous Materials	0	1	3	2	0	0	6	7	X	FEMA/TEMA
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

MARYVILLE HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	<u>Relief Source</u> FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Hazardous Materials	0	1	4	3	0	0	8	5	X	FEMA/TEMA
Pandemic	1	1	3	3	0	0	8	6		Local
Terrorism	2	2	2	1	0	0	7	7		Local
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

ROCKFORD HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	<u>Relief Source</u> FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Hazardous Materials	0	1	4	3	0	0	8	5	X	FEMA/TEMA
Pandemic	1	1	3	3	0	0	8	6		Local
Terrorism	2	2	2	1	0	0	7	7		Local
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

TOWNSEND HAZARD VULNERABILITY ASSESSMENT

Hazard Event	Fatality/Injury 1-5	Economic Loss 1-5	Extent/Impact 1-5	Probability 1-5	Repetitive Loss 1-5	Disaster Declared	Vulnerability Score	Priority	Economic Relief Dollars	<u>Relief Source</u> FEMA State Local Etc.
Local Flooding	0	2	2	3	2	1	10	1	X	FEMA/TEMA
Severe Weather/Tornado	0	1	2	4	1	1	9	2	X	FEMA/TEMA
Urban Fires	2	4	0	3	0	0	9	3	X	FEMA/TEMA
Wildfires	0	2	2	3	1	0	8	4		Local
Pandemic	1	1	3	3	0	0	8	5		Local
Terrorism	2	2	2	1	0	0	7	6		Local
Hazardous Materials	0	1	3	2	0	0	6	7	X	FEMA/TEMA
Earthquakes	0	1	1	1	0	0	3	8		Local
Land Subsidence	0	2	1	1	0	0	4	9		Local

4.4.2 Critical Facilities and Infrastructure

The Hazard Mitigation Plan for Blount County identifies critical facilities located in the County and the hazards to which these facilities are susceptible. A critical facility is defined as a facility in either the public or private sector that provides essential products and services to the general public, is otherwise necessary to preserve the welfare and quality of life in the County, or fulfills important public safety, emergency response, and/or disaster recovery functions.

The critical facilities identified in the County are shelters; hospital and other health care facilities; gas, electric, and communication utilities; water and wastewater treatment plants; facilities with flammable or toxic materials; schools; fire and police stations and government services.

The Hazard Mitigation Committee used GIS and other modeling tools to map the county's critical facilities and determine which are most likely to be affected by hazards. The three hazards most likely to impact the County are earthquakes, tornadoes and flooding/flash flooding. The analysis revealed the following:

- Earthquake Hazard: All critical facilities could be affected except for facilities build after 1990. These facilities where built with seismic provisions incorporate in the design and construction
- Tornado Hazard: All critical facilities could be affected

In addition to critical facilities, the County contains at risk populations that should be factored into a vulnerability assessment. These include a relatively large population of elderly residents with limited mobility and tourists in the Townsend area..

An analysis of the projected population figures for Blount County indicates that the population will continue to grow in the next 20 years. Most of the residential development is expected to occur in the already developed areas outside of the 100-year floodplain. The proposed extension of Pellissippi Parkway has the potential to create stress within the county. The pressures of increased development if not planned carefully can lead to problems with sufficient infrastructure and can impact the potential for emergency management. Blount County and the cities within the county have experienced rapid growth during the past decade and services are not keeping up with the growth. Transportation and roads have been identified as major issues for mitigation during this planning process. Increased population will lead to the need for enhancement in evacuation procedures, increased need of adequate and approved shelters, and increase demand on 911 and other systems for notification and warning in event of emergency or disaster. Demands on the schools and health care facilities can create physical, logistical issues as well as add to mental stress. The need for mental health counseling if a disaster occurs can tax a system which is already stressed since many of the agencies which provide mental health and disaster counseling are mostly volunteer staffed.

According to TEMA, **critical facilities and infrastructure** are those systems “whose incapacity or destruction would have a debilitating impact on the defense or economic security of that community.” These systems include the following eight general categories: telecommunications infrastructure; electrical power systems; gas and oil facilities, banking and finance institutions; transportation networks; water supply systems; government services; and emergency services.

The lists submitted by each of the jurisdictions does not show any critical facilities, structures (public or private) that are known to have repetitive losses. Common losses have been incurred in utility distribution systems, but these losses have not always been at the same locations and are therefore not considered repetitive. There are no known residential or commercial structures that have experienced repetitive losses. The **methodology** used to calculate replacement value was based on (1) current tax records available at the time, (2) land values, and (3) value of contents based upon records. It should be emphasized the figures in the "replacement value" column of each table are *only* estimates and would have to be recalculated for actual loss at the time such loss occurred.

Blount County does not maintain complete active database for critical facilities and infrastructure, although it has begun to build one through its development of GIS capabilities, but during the development of this plan a GIS specialist was hired. This staff member is jointly funded by Blount County, the City of Alcoa and the City of Maryville which shows **multi-jurisdictional cooperation** in planning in the county.

The tables below lists potentially at-risk buildings or facilities type, based on the analysis of Blount County’s critical facilities in combination with review of existing emergency plans from the jurisdictions the input of officials in each jurisdiction and the Blount County officials, not for profit agency staff and citizen input.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

There are tables for Blount County and each of the participating municipalities.

Types of hazards	Code
Flood	F
Severe weather/tornado/winter storms	W
Urban Fires	U
Wild Fires	X
Hazardous Materials	H
Pandemic	P
Terrorism	T
Earthquake	E
Land Subsidence	L

Blount County, Tennessee

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B, C, M, W	Emergency generator	Square Feet	Type of hazard- See Codes	Replacement Structure Value
Blount County Courthouse 341 Court Street, Maryville 37804	Admin. Office		X	B M		95,451	W,U,H,T, E	10.7 million
Blount County Highway Department 413 Louisville Rd Alcoa, TN 37804	Public Works			C M			W,U,H,T	550,000
Former Blount County Library 301 McGee Street Maryville, TN 37801	Admin. Offices			C M		25,316	W,U,T,E,	2.5 million
Blount County Board of Education Main Offices 831 Grandview Dr. Maryville, TN 37803	Admin. Offices			W		15,685	W,U,T,E	1.6 million

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BOE Maintenance Depot 437 Louisville Rd Alcoa, TN 37701	Public Works			M W		3,872	W,U,T,E	426,924
Blount County Justice Center 940 E Lamar Alexander Parkway Maryville, TN 37804	Law Enforcement			B		168,400	W,U,H,T,E	20.3 million
Eagleton Elementary School 2750 E. Broadway Maryville, TN 37804	School	X		W B		88,920	W,U,T,E	8.6 million
Everett (Parks and Rec Office) 316 South Everett High Maryville, TN 37804	Rec.			B		3371	W,U,T,E	314,000
Parks & Rec./Everett Gym 318 S. Everett High Rd. Maryville, TN 37804	Rec.	X		B		27,990	W,U, T,E	2.1 million
Everett Alternative School 1500 Jett Road Maryville, TN 37804	School	X		B		16,852	W,U,T,E	1.6 million
Fairview Elementary School 2130 Old Niles Ferry Rd Maryville, TN 37801	School	X		B		39,821	W,U,T,E	3.9 million

Friendsville Elementary School 210 East 4 th Avenue Friendsville, TN 37737	School	X		B		69,273	W,U,T,E,	6.2 million

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Blount County Health Department 1006 Lamar Alexander Parkway Maryville, TN 37804	Medical			B		10,544	W,U,T,E	1.1 million
Heritage High School 3741 E. Lamar Alexander Parkway Maryville, TN 37804	School	X		B		311,464	W,U,T,E	29.9 million
Heritage Middle School 3741 E. Lamar Alexander Parkway Maryville, TN 37804	School	X		B		114,033	W,U,T,E	11 million
Hubbard 3509 Tuckaleechee Pike Maryville, TN 37803	Admin			B		12,595	W,U,T,E	1.2 million
Lanier Elementary School 6006 Lanier Road Maryville, TN 37801	School	X		B		133,278	W,U,T,E	12.9 million
Middlesettlements Elementary School 3015 Miser Station Road Louisville, TN 37737	School	X		B		51142	W,U,T,E	4.9 million
Montvale Elementary School 3128 Montvale Road Maryville, TN 37803	School	X		B		58,317	W,U,T,E	5.6 million
Mary Blount Elementary 131 S. Old Glory Road Maryville, TN 37801	School	X		B		112,000	W,U,T,E	1.3 million

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Porter Elementary School 4520 Wildwood Springs Road Maryville, TN 37804	School	X		B		95151	W,U,T,E	8.8 million
Rockford Elementary School 3728 William Mill Road Rockford, TN 37853	School	X		B		64424	W,U,T,E	6.2 million
Rocky Branch Community Center Rocky Branch Road Rockford, TN 37853	Shelter			B		11749	W,U,T,E	490,000
Smokey Mountain Visitors Center 7906 East Lamar Alexander Parkway Townsend, TN 37882	Admin			W		4770	W,U,T,E,	530,000
Soil Conservation Office 221 Court Street Maryville, TN 37804	Admin			B		6102	W,U,T,E	470,000
Townsend Elementary School 140 Tiger Drive Townsend, TN 37882	School			M B		49,994	W,U,T,E	4.8 million
Townsend City Hall (Leased) DIC/DOC 133 Tiger Drive Townsend, TN 37882	Admin/Law Enforcement/Fire			B		9,605	W,U,T,E	750,000
Walland Elementary School 247 E. Millers Cove Road Walland, TN 37882	School	X		B		59,391	W,U,T,E	5.4 million

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

William Blount Middle School 1126 William Blount Drive Maryville, TN 37801	School	X		B		98,636	W,U,T,E	8.7 million
William Blount High School 2129 County Farm Road Maryville, TN 37801	School	X		B		217,646	W,U,T,E,	20.6 million
Carpenter's Middle School 922 Huffstetler Road Maryville, TN 37801	School	X		B		114,000	W,U,T,E	12.4 million
New Eagleton Elementary School Sam Houston School House Road Maryville, TN 37804	School	X		B		102,000	W,U,T,E	11.1 million
New Blount County Library 508 N Cusick Maryville, TN 37084	Admin			B		93,000	W,U,T,E	1.2 million
Townsend Area Volunteer Fire Department Station 2 Dry Valley Rd Townsend, TN	Fire			W		2,500	W,U,T,E	500,000

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

ALCOA CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	**** Type of Hazard Please put the code or codes in this Space. Please add as many as apply.	Square Feet	Structure Value
Alcoa Elementary School	Education	X		C M		W,U,P,T, E	112,512	7,985,832
Alcoa Employee Picnic	Event					W,U,T,E	N/A	N/A
Alcoa Fire Department (Station 1/Admin.	Fire/Rescue	X		B C	X	W,T,E,U	11,029	1,145,056
Alcoa Fire Hydrants	Public Works					W,T,E,U,	N/A	Unknown
Alcoa Fire Station #2 (Includes Vacant Police Department)	Fire/Rescue	X		B C		W,T,E,U	13,776	360,730
Alcoa Fire Station #3	Fire/Rescue	X		M		W,T,E,U	3,900	348,235
Alcoa First Baptist Church	Church	X		B C		W,T,E,U	23,970	Unknown
Alcoa Greenway Dams	Public Works & Transportation/ Public Use	X				W,T,E,U	N/A	Unknown
Alcoa High School/Alcoa Middle School	Education	X		B C		W,T,E,U, H,P	150,669	18,829,322
Alcoa Highways and Bridges	Transportation					W,T,E,U, H	N/A	Unknown
Alcoa Municipal Buildings	Admin. Offices	X		B C		W,T,E,U	21,000	2,341,595
Alcoa North Plant	Admin. Offices/ Production	X		B C		W,T,E,U, H	Unknow n	Unknown
Alcoa Police Department (Admin./Law Enforcement)	Admin./Law Enforcement	X		B C	X	W,T,E,U	16,609	2,682,695

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	**** Type of Hazard Please put the code or codes in this Space. Please add as many as apply.	Square Feet	Structure Value
Alcoa Post Office	Admin. Offices/Mail Drop-off and Delivery	X		B C		W,T,E,U H	5,265	Unknown
Alcoa Public Safety Building (Includes Fire and Police Headquarters)		X		B C		W,T,E,U	25,000	3,827,751
Alcoa Public Works Building	Admin Offices	X	X	B C		W,T,E,U	4,032	432,349
Alcoa Radio Repeaters								
Alcoa Raw Water Intake/Impoundment	Public Works	X				W,T,E,U, H		1,260,000
Alcoa Road Substation	Electric	X					N/A	Unknown
Alcoa Sewage Pump Stations	Electric						N/A	Unknown
Alcoa South Plant	Admin. Offices /Production	X		B C		W,T,E,U, H	N/A	Unknown
Alcoa Switching Station	Electric	X					N/A	Unknown
Alcoa Traffic Signals	Public Works	X				W,T,E,U, H	N/A	Unknown
Alcoa Water Booster Stations	Electric	X					N/A	Unknown
Alcoa Water Customer Connections	Public Works	X					N/A	Unknown
Alcoa Water Reservoirs	Public Works	X						Unknown
Alcoa Water Storage Tanks	Public Works							Unknown

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	**** Type of Hazard Please put the code or codes in this Space. Please add as many as apply.	Square Feet	Structure Value
Alcoa Water Transmission Lines	Public Works						N/A	Unknown
Alcoa Water Treatment Plant	Admin. Offices/Public Works	X		B C		W,T,E,U, H,F	7,719	15,186,528
Alcoa Water/Sewer Service to Airbase	Public Works	X				W,T,E,U	N/A	Unknown
Aluminum Company of America Complexes	Admin. Offices/ Production	X	X	B C		W,T,E,U, H	Unknown	Unknown
AU Electric Computer Infrastructure	Communication	X				W,T,E,U	N/A	Unknown
AU Electric Department Communications	Communications	X				W,T,E,U	N/A	Unknown
AU Electric Key Installation Circuits	Electric						N/A	Unknown
AU Electric Operations Center	Admin. Offices/ Communication	X		B C		W,T,E,U	14,180	1,095,025
AU Electrical Transmission lines	Electric						N/A	Unknown
Bassell Substation	Electric						N/A	Unknown
Blockhouse Substation	Electric						N/A	Unknown
Blount County Communications Center	Electric						NA	Unknown
Chandler Substation	Electric						N/A	Unknown

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	**** Type of Hazard Please put the code or codes in this Space. Please add as many as apply.	Square Feet	Structure Value
Clark Addition Substation	Electric	X					N/A	Unknown
Denso, Alcoa		X					N/A	Unknown
Duncan Substation	Electric	X					N/A	Unknown
Eagleton Road Substation	Electric	X					N/A	Unknown
Filter Plant Substation	Public Works	X					N/A	Unknown
Heritage Propane		X					N/A	Unknown
IJ Company		X						Unknown
McGhee Tyson Airbase	Admin. Office/Military/Air Travel and Transport	X		B C		W,T,E,U, H,		
McGhee Tyson Airport	Admin. Offices/Communication/Air Travel and Transport - (Public,Private)	X		B C		W,T,E,U, H		
Meadowbrook Substation	Electric	X					N/A	Unknown
Natural Gas Regulator Stations within Alcoa							N/A	Unknown
Pellissippi State Community College	Admin. Offices/ Education	X						
Proffitt Springs Substation	Electric	X					N/A	Unknown
Rail lines within Alcoa	Transportation	X				W,T,E,U, H	N/A	Unknown
Rockgardens Substation	Electric	X				W,T,E,U		Unknown

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	**** Type of Hazard Please put the code or codes in this Space. Please add as many as apply.	Square Feet	Structure Value
US Foodservice	Admin. Offices/Food Distributor	X		C		W,F,U,H, E,T	315,630	Unknown
Water/Sewer Facilities	Public Works	X				W,T,E,U, H,	N/A	Unknown
Wildwood Substation	Electric	X				W,T,E,U	N/A	Unknown

FRIENDSVILLE CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Friendsville Elementary School 210 East, 4 th Avenue Friendsville, TN 37737										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

FEDERAL										
STATE										
PRIVATE										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

LOUISVILLE CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Blount County Highway Department 413 Louisville Rd, Alcoa, TN 37701										
Middlesettlements Elementary School 3015 Miser Station Road Louisville, TN 37737										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

MARYVILLE CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Blount Count Courthouse 341 Court St, Maryville, TN 37804										
Blount County Health Department 1006 Lamar Alexander Parkway Maryville, TN 37804										
Blount County Justice Center 940 E. Lamar Alexander Pkwy Maryville, TN 37804										
Blount Memorial Hospital and Campus		24/7								
Board of Education Main Offices 831 Grandview Dr, Maryville, TN 37803										
Everett (BOE Warehouse), Rear 316 S. Everett High Rd, Maryville, TN 37804										
Everett (Parks and Rec Office) 316 South Everett High Maryville, TN 37804										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

MARYVILLE CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Everett Alternative School 1500 Jett Road Maryville, TN 37804										
Former Blount County Library 301 McGee St, Maryville, TN 37801										
Heritage Middle School 3741 E. Lamar Alexander Parkway Maryville, TN 37804										
Maryville Fire Department #2 Sandy Springs Rd										
Maryville Fire Department #3										
Maryville Police Department										
Municipal Center, City of Maryville										
Blount County Library 508 N. Cusick, Maryville, TN 37084										
Maryville College Campus, Maryville										
Foothills Mall										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

MARYVILLE CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Parks & Rec. / Everett Gym 318 S. Everett High Rd, Maryville, TN 37804										
Porter Elementary School 4520 Wildwood Springs Road Maryville, TN 37804										
Post Office, Maryville										
Red Cross Building, Church Street, Maryville										
Soil Conservation Office 221 Court Street, Maryville, TN 37804										

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

ROCKFORD CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B, C, M, W	Emergency generator	Square Feet	Asset Content and Structure Value
Rockford City Hall 3719 Little River Road Rockford, TN 37853	City Hall	7:30 AM – 4:00 PM	25	Y	N	N	B C W	N	846	\$100,000
Rockford Elementary School 3728 Williams Mill Road Rockford, TN 37853	Elementary School	6:30 AM – 4:30 PM	52 5	Y	N	Y	B C W	Y	60,898	UNK

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

TOWNSEND CRITICAL FACILITY/ASSET INVENTORY

Facility/Asset Name or Description and Address	Admin Offices Communication Education Type Fire/Rescue Law Enforcement Medical Type Public Works Transportation	Time Open	Employee and visitors capacity	In Hazard	Economic Asset	Historic Asset	Construction: B,C,M,W	Emergency generator	Square Feet	Asset Content and Structure Value
Smokey Mountain Visitors Center 7906 East Lamar Alexander Parkway Townsend, TN 37882										
Townsend City Hall (Leased) DIC/DOC 133 Tiger Drive, Townsend, TN 37882										
Townsend Elementary School 140 Tiger Drive, Townsend, TN 37882										
Walland Middle School 247 E. Millers Cove Road Townsend, TN 37882										

4.4.3 Asset Inventory by Hazard data is being sent in to complete the table

The vulnerability of each of these facilities was partially assessed using GIS analysis by comparing their physical location with the extent of known hazard areas that can be spatially defined through GIS technology. For Blount County, this includes flooding/flash flooding (100/500-year flood zones)

ASSET INVENTORY BY HAZARD						
Hazard	Flood – 100/500 year Blount County					
	In Hazard Current	In Jurisdiction Current	%	In Hazard (10yr)	In Jurisdiction Projected	% Proj.
People						
<u>Structures></u>						
Structure Type	In Hazard Current	In Jurisdiction Current	%	In Hazard (10yr)	In Jurisdiction Projected	% Proj.
Agriculture						
Comm/Indus						
Government						
Residential						
Total						
<u>Structures></u>						
Structure Type	In Hazard Current	In Jurisdiction Current	%	In Hazard (10yr)	In Jurisdiction Projected	% Proj.
Agriculture						
Comm/Indus						
Government						
Residential						
Total						

For this vulnerability assessment, some of the other defined hazard areas are not deemed unique enough to make definitive vulnerability assessments for potentially at-risk buildings or facilities that differentiate them from other areas of Blount County (for example, the insignificant spatial differences in peak ground acceleration for the earthquake hazard). However, the below assessments are planned to be completed prior to the date of plan updating set by FEMA.

BLOUNT HAZARD VULNERABILITY

Hazard Event	Hazard Description	Est. Asset Damage	Est. Number of Fatalities	Est. Number of injuries	Estimated Structure Damage Cost	Estimated Response, Recovery, Asset and Content Damage Cost	Source FEMA NOAA USGS State Local Etc.
Hazardous Materials							FEMA
Severe Weather	Priority 2						FEMA
Local Flooding	Priority 1						FEMA

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Urban Fires	<i>Priority 3</i>						FEMA
Wildfires							FEMA
Terrorism							FEMA
Dam Failure							FEMA
Methamphetamine							FEMA
Earthquakes							FEMA
Pandemic							FEMA
Land Subsidence							FEMA
Landslides							FEMA
Train Derailment							FEMA
Active Shooter							FEMA
Airplane Crash							FEMA
Tornado							FEMA

4.4.4 Tier II Hazardous Materials Assessment

On October 17, 1986, in response to a growing concern for safety around chemical facilities, Congress enacted the (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (A=SAFA). The Act has had a far-reaching influence on issues relating to hazardous materials. EPCRA contains five sections, which cover issues associated with the manufacture, use, exposure, transportation, and public education of hazardous materials. It is the mission of the Local Emergency Planning Committees (LEPCs) and State Emergency Response Commission (SERC) to implement EPCRA in the State of Tennessee and mitigate the effects of a release or spill of hazardous materials.

The State Emergency Response Commission is responsible for implementing federal EPCRA provisions in Tennessee and serving as a technical advisor and information clearinghouse for state and federal hazardous materials programs. The Tennessee Emergency Management Agency is the lead agency responsible for implementing EPCRA and provides administrative functions and support to the SERC. The Commission conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership is comprised of Government-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

The assessment below identifies the Tier II reporting companies in Blount County.

Blount County, Tennessee Tier Two Reporting Facilities (05-05-05)

Alcoa

Alamo Rent a Car
 115 Judson
 Alcoa, TN 37701
 (865)379-1485

Express Jet/Continental Airlines
 McGhee Tyson Airport
 2025 Callahan Road
 Alcoa, TN 37701
 (888) 420-6170

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

ALCOA Inc.
2300 Wright Road
Alcoa, TN 37701
(865) 977-2262 981-8218

Heritage Propane-Lenoir City
Louisville Road
Alcoa, TN 37801

APAC- Tennessee Inc.
226 Gill Street
Alcoa, TN 37701
(865) 984-5478

Metropolitan Knoxville Airport Authority
McGhee Tyson Airport
2055 Alcoa Highway,
Alcoa, TN 37701
(865) 342-3088

AVIS Rent a Car
2955 Alcoa Highway
Alcoa, TN 37701
(865) 970-2987

National Car Rental
McGhee Tyson Airport
Alcoa, TN 37701
(865)995-9100

City of Alcoa
1050 Springbrook Road
Alcoa, TN 37701
(865) 981-4155 981-4142

US Food Service
269 Kings Court
Alcoa, TN 37701
(865) 980-3157 982-8100

City of Alcoa Water Treatment Plant
301 Sam Houston Road
Maryville, TN 37801
(865) 380-4800 984-7230

West Chevrolet
3450 Airport Highway
Alcoa, TN 37701
(865) 57702054

COMAIR
McGhee Tyson Airport
2055 Alcoa Highway
Alcoa, TN 37701
(865) 342-3125 (800) 221-7276

Friendsville

Alcoa-Maryville-Blount County Landfill
240 Long Powers Road
Friendsville, TN 37737
(865) 380-4800 984-7230

Dowdle Gas
3025 West Lamar Alexander Parkway
Friendsville, TN 37737
(865) 379-1777

Louisville

Lakeview Shell
2935 Mentor Road
Louisville, TN 37777
(865) 693-7077

Ryder Transportation
4725 Singleton Station Road
Louisville, TN 37777
(423) 970-7755

Maryville

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Alcoa Recycling
 1722 Henry G Lane Street
 Maryville, TN 37801
 (865) 982-5257, 856-4869

DENSO Manufacturing
 1720 Robert C Jackson Drive
 Maryville, TN 37801
 (865) 982-7000

Calloway Oil Company
 2128 East Broadway
 Maryville, TN 37804
 (865) 982-3266

Kwik Pantry
 113 Washington Road
 Maryville, TN 37801
 (865) 983-0878

Ceramaspeed
 1227 McArthur Road
 Maryville, TN 37804 (report went to
 Alcoa Fire)??
 (865) 681-7070 x103 414-5073

Skier's Choice
 1717 Henry G Lane Street
 Maryville, TN 37801
 (865) 983-9924/388-4108

City of Maryville
 Regional Wastewater Treatment Plant
 Water Filtration Plant
 332 Home Avenue
 Maryville, TN 37801
 (865) 981-3300

Standard Aero Alliance
 1029 Ross Drive
 Maryville, TN 37801
 (865) 983-2992

Rockford

CTI Advanced Crystal Technologies
 3100 Stock Creek Blvd
 Rockford, TN
 (865) 218-3279

Tenco Distribution Center
 4814 Coop Road
 Rockford, TN 37853
 (865) 577-1812 670-9672

Rockford Concrete Plant
 547 National Drive
 Rockford, TN 37853
 (865) 573-4501 x 242 548-2438

Townsend

Heritage Propane- Townsend
 4504 East Lamar Alexander Pkwy
 Walland, TN 37886

BLOUNT HAZARDOUS MATERIAL ASSESSMENT

Criteria	0	1	2	3	4	5
Material Visibility	x	Existence not well known	X	Existence known locally	X	Existence widely known
Material Volatility	None	Very low	Low	Medium	High	Very High
Material Access	Secure Perimeter, Armed	Fenced, guarded, controlled	Controlled access, protected	Controlled access entry not	Open access restricted parking	Open Access, parking not

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

	Guards Controlled Guards Controlled 24/7 Access	access	entry	protected		restricted
Material Mobility	x	Is moved frequently	x	Moved some	x	Fixed in place
Material Amount	No materials	Limited quintiles in secure locations	Moderate quantities under strict control	Large quantities under some control	Large quantities minimally controlled	Large quantities easily accessed
SARA Reporting	Not reporting	Occasional reporting	Usually reported	Usually timely reported	Always reported	Always timely reported
Site Population or Capacity	0	1-250	251-500	501-1000	1001-5000	>5000

4.4.5 Terrorism Vulnerability

General description

Q: What are weapons of mass destruction?

A: Some of the weapons used by terrorists are known as weapons of mass destruction, because they have the potential to cause great harm over a large area.

Q: What weapons of mass destruction can terrorists use?

A: Terrorist attacks can take several forms, depending on the technological means available to the terrorist, the nature of the political issue motivating the attack, and the points of weakness of the terrorist's target.

The range of weapons a terrorist might use includes:

- Biological -- disease-causing organisms.
- Nuclear -- dangerous radiation or radioactivity.
- Incendiary -- firebombs.
- Chemical -- poisonous compounds.
- Explosive -- bombs, grenades, rockets, missiles, mines or similar devices.

Q: What weapons of mass destruction have terrorists used?

A: Bombings are the most frequently used terrorist method in the U.S. Some chemical and biological agents have been used against civilians by terrorists.

Q: What potential harm do weapons of mass destruction carry?

A: These weapons may cause mass casualties or they may disrupt the economy causing mass hysteria and hardship.

With the mobility of the peoples of the world and the possibility of a terrorist attack, it is possible to have a major disease outbreak or nerve gas release anywhere in the USA, including Blount County. It

is important that all agencies work together to maximize the resources on hand and to think outside of the traditional diseases and natural disasters.

It is impossible to assess Tennessee's vulnerability to international terrorism. Although extremist groups exist without our state, it is unlikely that any terrorist act perpetrated by these groups would be disastrous statewide. Authorities on terrorism generally agree that terrorism cannot be wiped out entirely. For the present, it is a problem to be managed, not solved.

- Efforts to manage potential terrorism in Tennessee should include:
- Gathering intelligence on terrorist operations, possible members and their ideology
- Pooling intelligence and information with knowledgeable sources
- Physically protecting suspected targets
- Promoting public awareness
- Controlling arms and explosives
- Careful screening of applicants for jobs that require the use of arms and explosives
- Encouraging the media to engage in self-regulation
- Preparing contingency plans for different kinds of terrorist acts

Hostile attack is the most threatening man-caused hazard that could potentially affect Tennessee. Tennessee has no history of any of these types of hostile attacks; however, the potential exists. The assessment below builds on the Office of Domestic Preparedness Terrorist Vulnerability of 2002.

Q: Why do terrorists use explosives?

A: Terrorists use explosives because:

They are simple to use. A terrorist does not need to make an elaborate device to cause havoc and mass destruction. The use of a pipe bomb attached to a propane storage container can be just as catastrophic as an elaborate device.

Materials are readily available. Most communities store enough propane and common hazardous materials needed to produce a significant explosion. Access to these materials can require little effort from the bomber.

Q: What types of bombs do terrorists use?

A: Terrorists use an assortment of dangerous materials to fabricate bombs that can vary in size – from a pipe bomb weighing several pounds to a truck bomb weighing several thousand pounds. Explosives used by terrorists are often classified by the following categories:

- Unconventional use – a conventional object used in an unconventional way to create mass destruction. In the Sept. 11, 2001, attack on the World Trade Center and Pentagon, hijackers flew passenger planes into their intended targets, relying on the impact of the planes and their full fuel tanks to create havoc.
- Vehicle bomb – usually large powerful devices that consist of a large quantity of explosives fitted with a timed or remotely triggered detonator packed onto a car or truck.
- Pipe bomb – a quantity of explosives sealed into a length of metal or plastic pipe. A timing fuse usually controls detonation, but other methods can be used including, electronic timers, remote triggers, and motion sensors. These are the most common explosive device, and are at the opposite end of the scale from vehicle bombs in terms of size and power.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

- Satchel charge – an old military term for an explosive device in a canvas-carrying bag. In recent history, "daypacks" or knapsacks have been used for the carrying device, while the explosives have contained antipersonnel materials such as nails and glass to inflict more casualties.
- Package or letter bomb – the explosive material is contained in a package or letter that is usually triggered when opened.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY TERRORISM VULNERABILITY

Facility/Asset Name or Description and Address	Agriculture Commercial Government Education Industrial Non-Profit Recreation Religious Utilities	Capacity; employees and visitors	Population (1mi)	Population (3mi)	Asset Visibility 1+L, 5+H	Target Utility	Asset Access	Asset Mobility	Hazardous Materials	Collateral Damage	Site Population	Total Score
To date no documented incidents per TEMA	To date no documented incidents	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Blount Terrorism Assessment

Criteria	0	1	2	3	4	5
Asset Visibility	X	Existence not well known	X	Existence known locally	X	Existence widely known
Target Utility	None	Very low	Low	Medium	High	Very High
Asset Access	Secure Perimeter, Armed Guards Controlled Guards Controlled 24/7 Access	Fenced, guarded, controlled access	Controlled access, protected entry	Controlled access entry not protected	Open access restricted parking	Open Access, parking not restricted
Asset Mobility	X	Is moved frequently	X	Moved some	X	Fixed in place
Hazard Materials Present	No materials	Limited quintiles in secure locations	Moderate quantities under strict control	Large quantities under some control	Large quantities minimally controlled	Large quantities easily accessed
Potential Collateral Damage	No Risk	Low risk; immediate area only	Moderate risk; immediate area only	Moderate risk within 1mile radius	High risk within 1 mile radius	High risk beyond 1 mile radius
Site Population or Capacity	0	1-250	251-500	501-1000	1001-5000	>5000

SECTION 5: CAPABILITIES, MITIGATION AND MAINTENANCE

5.1 Jurisdiction Capabilities

This section of the Plan discusses the capability of Blount County and the participating local jurisdictions to implement hazard mitigation actions. It consists of the following five subsections:

- Capability Assessment Overview
- Conducting Capability Assessments
- Capability Assessment Findings
- Previously Implemented Mitigation Measures
- Linking Capability Assessment and Risk Assessment with the Mitigations Strategy

5.1.1 Capability Assessment Overview

A. Capability Assessment

The capability assessment identifies and evaluates existing systems including laws, standards, programs and policies that either reduces or increase a jurisdiction's vulnerability to hazards. This capability assessment focused on the evaluation of Blount County's existing programs and policies to determine what vehicles are already in place to support mitigation activities. These policies and programs were identified based on a review of existing plans and ordinances for the county and each of the municipalities.

- **National Flood Insurance Program (NFIP):** The County of Blount and all municipalities within the county are participants in the National Flood Insurance Program that provides flood insurance to homes and businesses located in floodplains at a reasonable cost, and encourages the location of new development away from the floodplain. The program is based upon mapping areas of flood risk, and requiring local implementation to reduce that risk, primarily through guidance of new development in floodplains.

Congress created the NFIP in 1968 to minimize response and recovery costs and to reduce the loss of life and damage to property caused by flooding. The Federal Emergency Management agency (FEMA) administers the NFIP. The two fundamental objectives of NFIP are to:

1. Ensure that new buildings will be free from flood damage; and
2. Prevent new developments from increasing flood damage to existing properties

The primary benefits of the NFIP are to:

1. Provide flood insurance coverage not generally available in the private market.
2. Stimulate local floodplain management to guide future development;
3. Emphasize less costly nonstructural flood control regulatory measures over structural measures; and

4. Reduce cost to the federal and state governments by shifting the burden from the general taxpayer to floodplain occupants.

Community participation in the NFIP is voluntary. However, those communities that do not participate are restricted by Federal sanctions for funding and support of floodplain development. The most significant of these sanctions is the unavailability of disaster relief funds for personal property repair and replacement under the Individual and Family Grant, Temporary Housing and Small Business Administration low interest loan programs.

**Blount County Emergency Management Agency,
Department of Homeland Security Mission**

Our mission is to plan, prepare for and mitigate emergencies; educate the public on preparedness; coordinate and support responses to and recovery from emergencies; collect and disseminate critical information; and seek and obtain funding and other aid in support of the overall preparedness of Blount County, Tennessee.

To address potential threats, BCEMA/DHS publishes the County's Comprehensive Emergency Management Plan (CEMP). This plan provides the framework upon which the County prepares for, responds to, and performs its emergency response functions during times of natural or man-made emergencies. The plan is based on the four phases of Emergency Management that are:

- Mitigation - Activities that reduce or eliminate the probability of disaster or damage.
- Preparedness - Activities that government, organizations, and individuals develop to save lives and property.
- Response - Actions that minimize the loss of life and property and provide emergency assistance.
- Recovery - Short and long-term activities that restore city operations and help return the community to a normal state.

What is Emergency Management?

Emergency management involves actions taken to prepare for, respond to, recover from, and mitigate against natural and man-made disasters. Emergency management agencies, like the Blount County Emergency Management Agency, exist in cities and counties throughout the United States. Many of the same processes and tools are used throughout the country to manage emergencies.

In preparing for and responding to disasters, emergency managers develop plans and work with agencies in their jurisdictions to implement those plans if the need arises, usually by holding drills and exercises to train for the response. Recovery involves clearing debris and restoring essential services to a community as well as providing assistance to disaster victims. Local emergency managers work with agencies in their jurisdictions and their State and Federal counterparts coordinate the recovery process. To reduce the impacts of disasters emergency managers implement mitigation measures. This can involve installing storm shutters in government facilities as well as working with homeowners to identify ways they can protect their property from hazards. Conducting mitigation activities improves the sustainability of communities following a disaster, as less damage occurs saving taxpayers the cost of substantial reconstruction projects.

Mitigation

Mitigation is any sustained action taken to reduce or eliminate long-term risk to people, property and the environment from the effects of both natural and man-made hazards. An efficiently managed hazard mitigation program can be a powerful resource in the combined efforts of the City, State, and Federal governments to end the cycle of repetitive disaster damage. Through thorough planning and coordination, BCEMA/DHS works with individuals and families, businesses, and City agencies to minimize losses from disasters. In conjunction with citizens, the state of Tennessee, and federal officials the following agencies have had input into this plan and will play a vital and critical role in its implementation:

- Blount County Emergency Management Agency and Department of Homeland Security
- Blount County Government
- City of Alcoa
- City of Maryville
- Louisville
- Rockford
- Townsend
- E911
- Rural Metro
- City of Maryville Fire Department
- City of Maryville Police Department
- City of Alcoa Fire Department
- City of Alcoa Police Department
- Townsend Fire Department
- Volunteer Fire Departments
- Blount County Sheriff's Department
- Blount County Health Department
- Blount Memorial Hospital
- American Red Cross, Blount County Chapter
- Civil Air Patrol
- Airport Authority
- Tennessee Air National Guard
- County Commission
- Mayors of all jurisdictions
- Blount County Schools
- City of Alcoa Schools
- City of Maryville Schools
- Denso
- Alcoa
- Tennessee Department of Transportation
- Norfolk Southern
- National Park Service
- Tennessee Emergency Management Agency
- Federal Emergency Management Agency
- Blount County Chamber
- Blount County Risk Management
- Alcoa Public Works
- Tennessee Valley Authority
- Alcoa Electric
- Alcoa Planning and Codes

BCEMA/DHS works with the Mitigation Division of the Tennessee Emergency Management Office (TEMA) and the Federal Emergency Management Agency (FEMA) to identify mitigation opportunities, secure funding, and coordinate activity. BCEMA/DHS ensures that the opportunity to implement mitigation measures is not lost by providing technical advice, identifying mitigation opportunities, forming partnerships, and educating the public on hazards that may affect them.

Preparing for Emergencies

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

The Blount County Emergency Management Agency, Department of Homeland Security is responsible developing emergency response plans and ensuring the County and the cities within the County are able to successfully implement these plans. BCEMA/DHS designs and conducts drills for different emergency scenarios, and coordinates emergency management training. BCEMA/DHS plans the interagency response for a wide range of emergencies including:

- Chemical, Biological, Radiological, Nuclear, and Explosive Events;
- Terrorism
- Severe Storms and Flooding;
- Severe Winter Weather;
- Utility Service Outages; and
- Hazardous Materials Incidents.

Emergency preparedness also encompasses initiatives designed to prevent and mitigate emergencies, such as:

- Establishing a Public-Private Emergency Partnership Program;
- Conducting a Multi-Hazard Risk Analysis;
- Developing a Local Enhanced Hazard Mitigation Plan; and
- Anti-terrorism information exchange.

Training and Exercises

BCEMA/DHS designs and conducts drills and exercises for the County using a variety of emergency scenarios, and coordinates training for emergency response professionals. These exercises and training programs are developed and delivered in conjunction with a number of partners at the Federal, State and local levels

Human Services

BCEMA/DHS works with government agencies and nonprofit organizations that have a role in providing assistance to disaster victims. BCEMA/DHS is responsible for preparedness related to Mass Care (sheltering and food services), donations, spontaneous volunteers, financial assistance and other services for victims, animal control planning, and voluntary agency coordination.

Field Response

BCEMA/DHS is responsible for coordinating the interagency response in the event of an emergency or disaster by:

- Responding to the scene of an emergency;
- Assessing the situation;
- Coordinating requests for resources; and
- Acting as a liaison between the Incident Commander and the agencies involved in the response.

Some examples of these type of emergencies include fires, building collapses, explosions, gas and water main ruptures, search and rescue operations, and hazardous materials situations.

Emergency Operations Center

BCEMA/DHS Emergency Operations Center (EOC) is activated during large-scale emergencies. When the EOC is activated, senior officials from County and City Agencies as well as State, Federal, and private entities come to the EOC, where they coordinate the overall response.

Recovery

Recovery is the phase of emergency management that continues until all systems return to normal or as close to normal as possible. The steps involved in any recovery effort following a disaster are usually expressed in terms of being short or long term. **Short-term recovery** focuses on restoring vital utilities and life support systems (e.g., power, water, sanitation, communications), transportation infrastructure, the removal of debris, and the assessment of damage. **Long-term efforts** begin after some degree of stabilization has been attained and focus on restoring public facilities and infrastructure. BCEMA/DHS is responsible for planning associated with recovery operations, such as debris management, damage assessment, and infrastructure reconstruction.

Homeland Security

BCEMA/DHS is responsible for preparing Blount County for acts of terrorism. In carrying out its mission, we are the primary office responsible for providing training, funds for the purchase of equipment, support for the planning and execution of exercises, technical assistance and other support to assist local jurisdictions to prevent, plan for, and respond to acts of terrorism.

Like most of the nation, in the months that followed the attacks of 9/11, state, county, local and public safety entities within Blount County focused primarily on providing security around potential targets and enhancing the County's ability to respond once a terrorist attack occurs. While appropriate from a short-term perspective, the reality is that with every elevation of the national threat level, the County has neither the stamina nor the resources to station law enforcement or National Guard personnel at each potential target to provide physical security. Nor is it in the public's best interest to oversimplify the role of state and local authorities as only that of "first responders." The loss of life and financial repercussions that would result from a successful terrorist incident in Blount County requires that the County do whatever it can to prevent such an attack from occurring. The County's homeland security efforts will be information driven, proactive and designed to detect and prevent these attacks by doing the following:

- Training local law enforcement, public health and other government personnel to identify the signs that a terrorist group is operating within the County;
- Mobilizing and training local community members (through existing neighborhood watch and newly established Citizen Corps programs) so they can work with authorities to identify unusual circumstances, yet, respect the privacy of their neighbors and ensure that heightened awareness does not spark unnecessary alarm; and
- Ensuring the effective flow of information between federal, state, and local law enforcement.

In the months that preceded the attacks of 9/11, agencies were unable to draw a larger pattern out of disparate bits of information contained in separate databases about the activities of terrorists involved in the attack. We will never know whether better data sharing would have helped thwart the attacks.

But we do know that terrorists often use traditional crimes such as drug trafficking, money laundering, bank robbery and illegal weapons trafficking to offset the costs and further support their political/terrorist objectives. In fact, the first indication that a terrorist cell is operating within the United States may be behavior discovered during an investigation by local police, following the report of suspicious circumstances or some type of criminal event.

Informing the Public

BCEMA/DHS plays an active and visible role in educating the public about ways to prepare for and mitigate emergencies, as well as providing the public with vital information during an emergency. BCEMA/DHS informs the public about particular hazards, such as flooding and severe weather.

Emergency Public Information

During a citywide emergency, it is critical that the public is properly informed. Providing the public with the correct information is key to mitigating the impact of a disaster, preventing panic, allowing first responders to perform their jobs, and if necessary facilitating an evacuation. BCEMA/DHS coordinates with the County Mayor's Office and City agencies to ensure that a unified message is being broadcast in an emergency.

Enhancing Emergency Management Partnerships

BCEMA/DHS maintains a close working relationship with many State and Federal agencies and offices, including the Tennessee Emergency Management Office, the Tennessee Department of Homeland Security, the Federal Emergency Management Agency, the Department of Justice, the Office of Domestic Preparedness, the Federal Bureau of Investigation, the National Weather Service, and the Department of Energy (DOE) to share information vital to effective response operations, coordinate planning initiatives, and conduct training and exercises.

Additionally, BCEMA/DHS works closely with the private sector and private nonprofit organizations, such as the American Red Cross to coordinate activities and ensure rapid recovery of the County's business community from any emergency that may arise.

Blount County Emergency Operations Plan: This plan establishes the framework for the development of a comprehensive emergency management program within and for Blount County and its various political subdivisions. The emergency management program's purpose is to mitigate the potential effects of the various hazards that might impact the county, to prepare for the implementation of measures which will preserve life and minimize damage, to respond effectively to the needs of the citizens and local jurisdictions during emergencies, and to provide a recovery system to return the county and its communities to a normal status as soon as possible after such emergencies. This plan defines the roles and responsibilities associated with the mitigation, preparedness, response, and recovery efforts directed at natural disasters, technological accidents, enemy attacks, and other major events that might impact Blount County.

American Red Cross: Blount County is served by the Blount Chapter of the American Red Cross. The chapter provides emergency preparedness and disaster awareness programs relating to floods, severe storms, tornadoes, earthquakes and other disasters that might affect Blount County. The ARC supports appropriate legislation; however, it does not take the lead in these matters. (January 5, 1905

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Congressional mandate; Public Law 93-288, Disaster Relief Act of 1974; statement of understanding between FEMA and ARC)

The National Weather Service: The National Weather Service (NWS) provides weather, hydrologic, and climate forecasts and warnings for the protection of life and property and the enhancement of the national economy. NWS data and products form a national information database and infrastructure, which can be used by other governmental agencies, the private sector, the public, and the global community.

NOAA Alert System: NOAA, the voice of the National Weather Service, provides up to date weather information, 24 hours a day, every day of the year. Watches, Warnings, and weather statements from the NWS are given out over the NOAA Alert System. It is also a major part of the Emergency Alert System that speeds critical information through commercial broadcast outlets.

The Central United States Earthquake Consortium (CUSEC): CUSEC is an organization of 7 states (Tennessee, Arkansas, Illinois, Indiana, Kentucky, Missouri and Mississippi) dedicated to earthquake awareness, hazard reduction and research.

CUSEC's goal is to ensure that planners, developers, building officials, lenders, insurance representatives and other key players understand the potential consequences of earthquakes, and begin to incorporate mitigation into the daily decisions that are made on siting, design, and construction of buildings and lifelines.

They are also available for presentations on the earthquake threat to Blount County and earthquake preparedness.

Department of Agriculture (USDA):

Forest Service – Their primary responsibility lies in prevention and suppression of wild land fires on all land outside of municipalities. All activities are aimed at reducing the number of fires and the acres burned through fire prevention, fire suppression, training, and working with rural fire department.

The TDF requires a burning permit be obtained before any open burning is done between October 15 and May 15.

Soil Conservation Service – The SCS can provide technical assistance in the conservation, development and productive use of soil and water resources. Their activities include:

(1) Watershed Protection and Flood Prevention

The SCS provides technical and financial assistance to local organizations to plan and install works of improvement for watershed protection, flood prevention, agricultural water management, and other approved purposes. (Watershed Protection and Flood Protection Act, Public Law 83-566)

(2) Floodplain Management Studies

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

Assistance for cooperative floodplain management studies is provided to local communities or units of government to provide information and large-scale mapping needed in alleviating potential flood dangers. Funding is 80/20. (Public Law 83-566, Section 6)

(3) Emergency Watershed Protection

Emergency watershed protection assistance is provided to reduce hazards to life and property in watersheds damaged by severe natural events. (Section 403-405, Agricultural Credit Act of 1978; Section 216, Flood Control Act of 1950, Public Law 81-576)

(4) Conservation Technical Assistance

In addition to the specific program activities, the SCS can provide technical assistance to land users in the planning and application of conservation treatments to control erosion and reduce upstream flooding along with other purposes such as sediment reduction. (Public Law 74-46)

Blount County Planning, City of Alcoa Planning, City of Maryville Planning: The planning departments play a critical role in helping the communities, cities and jurisdictions in Blount County decide on the best use of land. They find places to build homes and businesses, deal with transportation issues, and study the environmental effects of potential and proposed projects. They are playing a major role now in helping plan the rapid growth of Blount County in an orderly fashion, working with updating flood control maps and computerization of much of the information from the areas they serve to increase access for citizens and governmental agencies, make it easier and more efficient to respond to disasters and advise those in decision making positions. In conjunction with other agencies they assess the environmental and long-term impact caused by new areas of development. The rapid growth in Blount County has presented new challenges to the planning departments.

U.S. Army Corps of Engineers (USACE): The Civil Works Program of the Corps encompasses a broad range of resource development activities for navigation, flood control, major drainage, shore and beach restoration and protection, flood protection, related hydroelectric power development, water supply, water quality control, fish and wildlife conservation and enhancement, outdoor recreation, and development, including consideration of environmental impacts of proposals and alternatives.

Tennessee Department of Economic and Community Development: The Tennessee Floodplain Management Coordinator for the National Flood Insurance Program is housed in the TDECD. The Coordinator assists communities with preparation, adoption and administration of floodplain management ordinances or resolutions and integrates floodplain management into comprehensive community planning documents and processes. (Executive Orders, TCA Title 13)

Tennessee Department of Commerce and Insurance (TDCI), State Fire Marshal's Office: The State Fire Marshal's Office investigates and prosecutes arson; enforces fire and building codes (including seismic codes); regulates users of explosives; regulates LP gas facilities; inspects electrical installations; coordinates Public Fire Education campaigns through the dissemination of educational

videos and literature and produces and designs “Duck and Cover” and Fire Safety videos for schools and civic groups.

Tennessee Department of Transportation: Primary mitigation responsibility involves strengthening and hardening of roads and bridges as a result of repair or replacement. TDOT maintains an inventory of barricades and high water signs for use in the event of roadway flooding; personnel monitor streams as flood warnings dictate. TDOT maintains personnel and equipment to clear roadways in the event of blockage from storms, tornadoes, winter storms, and landslides.

All municipalities have Mayor and Aldermen or Council members who can enact and enforce zoning, zoning restrictions, and amendments and also budget monies for these purposes.

All municipalities have a Building and Code Enforcement representative to inspect and enforce regulations.

5.1.2 Conducting the Capability Assessment

In order to facilitate the inventory and analysis of local government capabilities throughout Blount County, a capability assessment survey will be distributed to Blount County’s local jurisdictions. The survey will be completed by appropriate officials. It requests information on a variety of capability indicators such as existing local plans, policies and programs or ordinances. Other information will include data related to each jurisdiction’s fiscal, administrative and technical capabilities.

5.1.3 Capability Assessment Findings

The findings will be summarized in the plan to provide insight into the relevant capacity of Blount County’s jurisdictions to implement hazard mitigation activities. All information will be based on the responses.

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

5.1.3.1 Planning and Regulatory Capability

BLOUNT COUNTY LEGAL AND REGULATORY CAPABILITIES SUMMARY

	Capabilities 1-6=Low, 7-11=Medium, 12>=High	Blount County	Alcoa	Friendsville	Louisville	Maryville	Rockford	Townsend
1	Building Codes	Y	Y			Y		
2	Capital Improvement Plan	Y	Y	Y	Y	Y	Y	Y
3	Comprehensive Plan	Y	Y	Y	Y	Y	Y	Y
4	Economic Development Plan	Y	Y			Y		
5	Emergency Response Plan	Y	Y	Y	Y	Y	Y	Y
6	Flood Management Plan	Y	Y	Y	Y	Y	Y	Y
7	Growth Control Ordinance	Y	Y					
8	Hazard Setback Regulations	Y	Y					
9	Hillside Ordinance	Y						
10	Post-disaster Ordinance	Y	Y	Y	Y		Y	Y
11	Post-disaster Recovery Plan							
12	Real Estate Disclosure, State Law	Y	Y	Y	Y	Y	Y	Y
13	Site Plan Requirements	Y	Y	Y	Y	Y	Y	Y
14	Subdivision Regulations	Y	Y	Y	Y	Y	Y	Y
15	Wildfire Ordinance	Y	Y	Y	Y	Y	Y	Y
16	Zoning Ordinances	Y	Y	Y	Y	Y	Y	Y
	Score Y=1, County=.5							

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

5.1.3.2 Administrative and Technical Capability

BLOUNT COUNTY ADMINISTRATIVE AND TECHNICAL CAPABILITIES SUMMARY

	Capabilities 1-6=Low, 7-11=Medium, 12>=High	Blount County	Alcoa	Friendsville	Louisville	Maryville	Rockford	Townsend
1	Emergency Manager	X				X		
2	EM Administrative Assistant	X						
3	Land Use/Management	X				X		
4	Construction Practices	X				X		
5	Hazards Analysis	X				X		
6	Floodplain manager	X				X		
7	Surveyor	X						
8	Vulnerability Assessor	X				X		
9	GIS and/or HAZUS	X	X			X		
10	Grant Writer					X		
11	Fire Personnel	X	X	X	X	X	X	X
12	Hazmat	X				X		
13	Search & Rescue	X				X		
14	EMT	X	X			X		
15	Paramedic	X				X		
16	EMS First Responder	X	X			X	X	
17	Doctor/Nurse/Admin	X						
18	Government Elected	X	X	X	X	X	X	X
19	Government Admin	X	X	X	X	X	X	X
20	Agriculture	X						
21	Law Enforcement	X	X			X	X	
22	Public Works	X	X			X	X	
23	Public Communication	X	X	X	X	X	X	X
	Score Y=1, County = ?, ?=Part Time							

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

5.1.3.3 Fiscal Capability

BLOUNT COUNTY FISCAL CAPABILITIES SUMMARY

	Capabilities 1-6=Low, 7-11=Medium, 12>=High	Blount County	Alcoa	Friendsville	Louisville	Maryville	Rockford	Townsend
1	Community Grants	X	X	X	X	X	X	X
2	Project Funding	X	X	X	X	X	X	X
3	Special Taxes	X	X			X		
4	Utility Fees	X	X			X		
5	Impact Fees							
6	Jurisdiction Bonds	X	X			X		
7	Debt Procurement-Tax	X	X			X		
8	Debt Procurement-Private	X	X					
9	Hazard Spending Restrictions	X	X					
	Score Y=1							

5.1.4 Linking Capability Assessments and Risk Assessment with the Mitigation Strategy

BLOUNT COUNTY ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Director of Planning	Professional	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)/Bldg. Inspectors	Public Works
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants		X		
	Emergency management performance grants				
	PDM for disaster resistant universities		X		
	PDM Grants for communities				
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants				
	Department of Energy Grants		X		
	Department of Education Grants	X			
	Fire Department Grants	X			
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes				
Utility Fees	Fees for water, sewer, gas or electric service	X			
Impact Fees	Developer fees for new developments	X			
Jurisdiction Bonds	Incur debt through general obligation bonds	X			
Debt Procurement	Incur debt through special tax/revenue bonds	X			
	Incur debt through private activity bonds	X			
Spending Restrictions	Withhold spending in hazard-prone areas	X			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF ALCOA ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)	Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF ALCOA JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants	X			
	PDM for disaster resistant universities	X			
	PDM Grants for communities	X			
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants	X			
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes	X			
Utility Fees	Fees for water, sewer, gas or electric service	X			
Impact Fees	Developer fees for new developments	X			
Jurisdiction Bonds	Incur debt through general obligation bonds	X			
Debt Procurement	Incur debt through special tax/revenue bonds	X			
	Incur debt through private activity bonds	X			
Spending Restrictions	Withhold spending in hazard-prone areas	X			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF FRIENDSVILLE ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)	Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF FRIENDSVILLE JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants				
	PDM for disaster resistant universities				
	PDM Grants for communities	X			
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants				
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes				
Utility Fees	Fees for water, sewer, gas or electric service				
Impact Fees	Developer fees for new developments	X			
Jurisdiction Bonds	Incur debt through general obligation bonds				
Debt Procurement	Incur debt through special tax/revenue bonds				
	Incur debt through private activity bonds				
Spending Restrictions	Withhold spending in hazard-prone areas				

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF LOUISVILLE ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)	Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF LOUISVILLE JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants				
	PDM for disaster resistant universities				
	PDM Grants for communities				
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants	X			
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes				
Utility Fees	Fees for water, sewer, gas or electric service				
Impact Fees	Developer fees for new developments	X			
Jurisdiction Bonds	Incur debt through general obligation bonds				
Debt Procurement	Incur debt through special tax/revenue bonds				
	Incur debt through private activity bonds				
Spending Restrictions	Withhold spending in hazard-prone areas				

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF MARYVILLE ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Fire
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	Director of Planning
Construction Practices	Professional	Codes
Hazards Analysis	Professional(s)	Codes
Floodplain manager	Engineer(s)	City Engineering and Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Fire
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	Fire
Search and Rescue	Professional(s)	Rescue Squad, Fire, Police
EMT	Professional(s)	EMS, Fire
Paramedic	Professional(s)	EMS, Fire
EMS First Responder	Professional(s)	Fire
Doctor/Nurse/Admin	Professional(s)	Health Department/ Blount Memorial Hospital
Government Elected	Elected Officials	Mayor/City Council
Government Admin	Government Employees	City of Maryville
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	City of Maryville Police Department
Public Works	Directors/Engineers	Dept. of Engineering and Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF MARYVILLE JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants	X			
	PDM for disaster resistant universities				
	PDM Grants for communities	X			
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants	X			
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes	X			
Utility Fees	Fees for water, sewer, gas or electric service	X			
Impact Fees	Developer fees for new developments				
Jurisdiction Bonds	Incur debt through general obligation bonds	X			
Debt Procurement	Incur debt through special tax/revenue bonds	X			
	Incur debt through private activity bonds	X			
Spending Restrictions	Withhold spending in hazard-prone areas/State and Federal Law	X			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY ROCKFORD ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)	Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF ROCKFORD JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants				
	PDM for disaster resistant universities				
	PDM Grants for communities				
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants	X			
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes	X			
Utility Fees	Fees for water, sewer, gas or electric service	X			
Impact Fees	Developer fees for new developments	X			
Jurisdiction Bonds	Incur debt through general obligation bonds	X			
Debt Procurement	Incur debt through special tax/revenue bonds	X			
	Incur debt through private activity bonds	X			
Spending Restrictions	Withhold spending in hazard-prone areas	X			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF TOWNSEND ADMINISTRATIVE AND TECHNICAL CAPABILITIES

Position	Staff/Personnel Resources	Department/Agency
Emergency Manager	Certified Professional	Emergency Management
Deputy Director, Administrative Assistant	Administration	Emergency Management
Land Use/Management	Engineer(s)/Planners	State/Local Planning
Construction Practices	Professional	Public Works
Hazards Analysis	Professional(s)	Emergency Management
Floodplain manager	Engineer(s)	Public Works
Surveyor	Certified Professional	Contracted
Vulnerability Assessor	Professional(s)	Emergency Management
GIS and/or HAZUS	Professional(s)	Property Assessor
Grant writer	Professional(s)	Emergency Management
Fire Personnel	Professional(s)	Fire Dept.
Hazmat	Professional(s)	
Search and Rescue	Professional(s)	Rescue Squad
EMT	Professional(s)	EMS
Paramedic	Professional(s)	EMS
EMS First Responder	Professional(s)	Fire/Rescue
Doctor/Nurse/Admin	Professional(s)	Health Department
Government Elected	Elected Officials	Mayor/County Commissioners
Government Admin	Government Employees	Blount County
Agriculture	Agents	Extension Service
Law Enforcement	Sheriff, Police, Troopers	Sheriff's Department
Public Works	Directors/Engineers	Public Works
Public Communication	911 Specialists	Blount Co. E-911

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

CITY OF TOWNSEND JURISDICTION FISCAL CAPABILITIES

Financial Resources	Description	Eligible			
		Yes	No	TBD	Used
Community Grants	Community Development Block Grants	X			
	Emergency management performance grants	X			
	PDM for disaster resistant universities				
	PDM Grants for communities				
	Department of Health Grants	X			
	Department of Justice Grants	X			
	Department of Agriculture Grants	X			
	Department of Energy Grants	X			
	Department of Education Grants	X			
	Fire Department Grants				
	Private foundation grants	X			
	Private business/industry grants	X			
Project Funding	Capital improvement	X			
Special Taxes	Authority to levy taxes for specific purposes				
Utility Fees	Fees for water, sewer, gas or electric service				
Impact Fees	Developer fees for new developments				
Jurisdiction Bonds	Incur debt through general obligation bonds				
Debt Procurement	Incur debt through special tax/revenue bonds				
	Incur debt through private activity bonds				
Spending Restrictions	Withhold spending in hazard-prone areas				

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

LOCAL MITIGATION CAPABILITY ASSESSMENT

Agency/Department Name and Function	Contact Name and Email	Contact Telephone	Effect on Loss Reduction		
			Support	Facilitate	Hinder
Blount County Emergency Management Agency and Homeland Security	Kelley Mure kmure@blounttn.org Kathy Shields kshields@blounttn.org	865.705-2434 865.704.2424	X	X	
Blount County Planning Department	John Lamb planning@blounttn.org	865.273-5750	X	X	
City of Maryville Coordinator	dhodges@ci.maryville.tn.us		X	X	
City of Maryville Planning Director	Scott Poland skpoland@ci.maryville.tn.us	865.981.1350	X	X	
City of Alcoa Planning Department	Jeremy Pearson jpearson@ci.alcoa.tn.us	865.380-4730	X	X	
American Red Cross	Mary Caylor mcaylor@bccarc.org	865.983.0821	X		
Blount Partnership	Fred Forster fforster@blountchamber.com	865.983.2241	X		
Blount Memorial Hospital	Mark Griffith mgriffit@bmnet.com	865X.977-5696	X		

Agency/Department Name and Function	Effect on Loss Reduction		
	Support	Facilitate	Hinder
Federal Emergency Management Agency	X		
U.S. Department of Homeland Security	X		
National Flood Insurance Program	X		
Assistance to Firefighters Grant Program	X		
Tennessee Department of Homeland Security	X		
Tennessee Valley Authority	X	X	
National Weather Service	X	X	
Tennessee Emergency Management Agency	X	X	
Tennessee Department of Human Services	X	X	
Tennessee Department of Health	X	X	
Tennessee Division of Forestry	X	X	
U.T. Agricultural Extension Agent	X	X	
Tennessee Department of Transportation	X	X	
Tennessee Fire and Codes Academy	X	X	
Tennessee Association of Rescue Squads	X	X	

5.2 Mitigation Strategy

5.2.1 Overview

Mitigation strategies and the plan will be updated as appropriate when a disaster occurs that significantly affects Blount County or one of its municipalities whether or not it receives a Presidential Declaration. A special meeting should be held within a month following each disaster event to determine if any changes are needed in the plan.

The plan should be updated every five years after the adoption date. In the event of any substantial changes in land use planning or regulations that would impact the recommended mitigation projects, more frequent updates should be considered. The Hazard Mitigation Committee in partnership with the local planning departments and emergency management will be responsible for overseeing the update of the hazard mitigation plan. The update process will be similar to the one used to develop the original plan and will incorporate opportunities for public involvement. The annual meeting will be advertised to encourage public attendance and input.

Blount County currently utilizes comprehensive land use planning, capital improvements planning, and building codes to guide and control development in the County and Municipalities. After the official adoption of the Hazard Mitigation Plan, these existing mechanisms will have hazard mitigation strategies integrated into them.

Specifically, three of the goals in the Hazard Mitigation Plan direct County and Municipalities to reduce loss of life and property from natural hazard events. The County Planning Department will conduct periodic reviews of the County's comprehensive plans and land use policies, analyze any plan amendments, and provide technical assistance to the municipalities in implementing these requirements.

The Building and Codes Enforcement office for the County and for each municipality are responsible for administering the building codes in their respective jurisdictions. After the County and each municipality adopts the Hazard Mitigation Plan, they will work with the State Building Code Enforcement office to make sure they have adopted, and are enforcing, the minimum standards established by the State. This is to ensure that life/safety criteria are met for new construction within the County.

The capital improvement planning that occurs in the future will also contribute to the goals in the Hazard Mitigation Plan. The Planning Commission will work with capital improvement planners to secure high-hazard areas for low risk uses.

5.2.2 Mitigation Goals

Community Goals	
Jurisdiction	Goals
All Jurisdictions	Continue to improve jurisdictional capabilities to prepare for, respond to, mitigate, and recover from natural and technological disasters. Continue participation in the National Flood Insurance Program. Continue aggressive fire prevention education. Improve citizen awareness and preparedness education. Improve database development related to hazard mitigation. Develop GIS capability. Support and participate in cooperative jurisdictional planning to improve hazard mitigation. Review existing codes and ordinances to ensure adequacy in restricting development in identified hazard areas. Support Tennessee and Federal Homeland Security strategies to counter terrorism.
Blount County	Support countywide goals. Revise county goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Alcoa	Support countywide goals. Update and revise City of Alcoa goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Friendsville	Support countywide goals. Update and revise City of Friendsville goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Louisville	Support countywide goals. Update and revise City of Louisville goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Maryville	Support countywide goals. Update and revise City of Maryville goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Rockford	Support countywide goals. Update and revise City of Rockford goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.
City of Townsend	Support countywide goals. Update and revise City of Townsend goals as needed. Evaluate and update on-going emergency plans Increase the use of mitigation strategies.

5.2.3 Mitigation Strategy

ALTERNATIVE MITIGATION ACTIONS																				
HAZARDS	Transportation	Chemical Facility	Bridge Failure	Dam Failure	Disease Animal	Disease Human	Drought/Blight	Earthquake	Flooding	Hazard Spills	Hurricane	Terror-Chemical	Terror-Biological	Terror-Radiological	Terror-Nuclear	Terror-Explosive	Thunderstorm	Tornado/Severe Wind	Urban Fire	Wildfire
Alternative Mitigation Actions can affect the above hazards																				
Building Codes	X	X	X	X				X	X		X					X	X	X	X	X
Density regulations					X	X		X	X	X			X		X				X	X
Easements	X	X	X	X						X				X		X	X	X	X	X
Development Regulations		X					X	X							X	X	X	X	X	X
Wildfire fuel reduction				X	X		X	X	X			X		X				X	X	
Hillside regulations	X	X	X						X					X		X	X	X	X	X
Open space regulations		X					X	X							X	X	X	X	X	X
Performance standards				X	X		X	X	X			X		X				X	X	
Setback regulations	X	X	X						X				X		X	X	X	X	X	X
Special use permits			X					X	X							X	X	X	X	X
Storm water controls					X	X		X	X	X			X		X				X	X
Rights transfer controls	X	X	X	X						X				X		X	X	X	X	X
Zoning	X	X					X	X							X	X	X	X	X	X
Acquire in-hazard assets				X	X		X	X	X			X		X				X	X	
Facility hazard barriers	X	X	X						X				X		X	X	X	X	X	X
Structure elevation		X					X	X							X	X	X	X	X	X
Relocation of structures				X	X		X	X	X			X		X				X	X	
Structure retrofits	X		X						X				X		X	X	X	X	X	X
Dams monitoring	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Levee/seawall mgmt.																				
Real estate disclosure	X	X	X	X						X				X		X	X	X	X	X
Management practices		X					X	X							X	X	X	X	X	X
Forest Management				X	X		X	X	X			X		X				X	X	
Erosion controls	X	X	X						X				X		X	X	X	X	X	X
Waterway management		X					X	X							X	X	X	X	X	X
Water dumping controls				X	X		X	X	X			X		X				X	X	
Landscape Management	X	X	X						X				X		X	X	X	X	X	X
Wetlands regulations			X					X	X							X	X	X	X	X
Vital facilities protection					X	X		X	X	X			X		X				X	X

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

ALTERNATIVE MITIGATION ACTIONS																					
HAZARDS Alternative Mitigation Actions can affect the above hazards	Transportation	Chemical Facility	Bridge Failure	Dam Failure	Disease Animal	Disease Human	Drought/Blight	Earthquake	Flooding	Hazard Spills	Hurricane	Terror-Chemical	Terror-Biological	Terror-Radiological	Terror-Nuclear	Terror-Explosive	Thunderstorm	Tornado/Severe Wind	Urban Fire	Wildfire	Winter Storm
Emergency Management																					
COOP/COG Plan	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
EMAP Accreditation																					
Emergency Ops. Plan	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Hazard/threat recognition	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Hazard warning systems	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Health/safety information																					
Pre-disaster mitigation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Post disaster mitigation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Safe rooms and shelters																					
Hazard information center																					
Public Education	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

BLOUNT COUNTY MITIGATION TECHNIQUE MATRIX					
	Mitigation Technique	Hazardous Materials	Flooding	Urban Fires	Wildfires
1	Prevention	3	1	2	4
2	Property Protection	3	1	2	4
3	Natural Resource Protection	2	1	3	4
4	Structural Mitigation Projects	3	1	2	4
5	Emergency Services	3	1	2	4
6	Public Education/Awareness	3	1	2	4

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

5.2.3.3 Mitigation Action Plans

Blount County Mitigation strategies, including those for all jurisdictions, have been prioritized into ten major groups.

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.1	Partner with volunteer and emergency response agencies to post monthly notices of training available to citizens.	Blount County	Emergency management, American Red Cross	500	25,000	
1.2	Develop and maintain a county website to include citizen information such as shelter locations, shelter in place instructions, safe room information, citizen training Opportunities, FEMA online course listings and links to hazard preparedness websites	Blount County	Emergency management American Red Cross	25,000	100,000	
1.3	Publish monthly in area newspapers and on area educational and community event TV notices information about upcoming training available to citizen volunteers such as fire departments and Red Cross	Blount County	Blount Co. Emergency management Agency, American Red Cross	500	25,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.4	Participate annually in the National Preparedness Month held in September that is co-sponsored between the United States Department of Homeland Security and the American Red Cross.	Blount Co. Emergency management Agency, American Red Cross Blount County Chapter, Blount County Government, City of Alcoa, City of Maryville and other smaller municipalities	Blount Co. Emergency management Agency, American Red Cross Blount County Chapter, Blount County Government, City of Alcoa, City of Maryville and rural metro.			
1.5	Method for posting information for tourists and visitors in the Townsend area on sheltering information at Townsend Elementary School in event of severe flooding or other climatic event.	Townsend	Blount County Emergency management Agency, City of Townsend, Chamber Tourism Bureau	1000	100,000	
1.6	Provide weather spotter classes to Blount County citizens and school personnel.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	National Weather Service, emergency management	500	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.7	Promote and encourage the use of NOAA weather radios in all homes, businesses, and critical/vulnerable facilities.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	National Weather Service, Blount County Emergency management Agency, American Red Cross	500	1,000,000	
1.8	Develop updated public information campaigns on the dangers of natural hazards and resources available to the population to assist in reducing risk.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	1,000	50,000	
1.9	Develop informational materials on storm ready construction techniques for distribution to area builders, realtors, mortgage institutions and potential homebuyers.	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Chamber of commerce	1000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.10	Partner with fire departments and volunteer agencies to present programs on the use of fire extinguishers.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission	5,000	100,000	
1.11	Partner with fire departments to distribute fire prevention literature at community events.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, American Red Cross	5,000	100,000	
1.12	Partner with the media to promote a “change your clock, change your smoke detector battery” twice a year	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, American Red Cross	500	100,000	
1.13	Partner with local industry to acquire a fire education-training trailer.	City of Maryville	Blount County Fire Commission	10,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.14	Assist fire departments in obtaining grants to purchase materials and equipment to enhance fire prevention programs.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	5,000	100,000	
1.15	Publish news articles to promote wildfire awareness.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, Blount County Fire Commission	500	100,000	
1.16	Publish outdoor burn permit requirements in area newspapers each week, September through May.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, Blount County Fire Commission	500	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.17	Publish outdoor burn ban information in area newspapers daily during periods of bans.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, Blount County Fire Commission	500	100,000	
1.18	Partner with utilities to include in September utility bills burn permit and safety information, and telephone numbers with permit-required dates and permit office telephone number.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, Blount County Fire Commission, Utility Companies	20,000	100,000	
1.19	Partner with the Division of Forestry to distribute USFS fuels reduction, wildfire awareness, and prevention literature at community events.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, Blount County Fire Commission	2,500	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.20	Partner with Forestry to establish a website for posting of burn permits issued.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	County Technology Director, Division of Forestry	2,500	50,000	
1.21	Partner with Forestry to publish news articles and distribute literature to increase citizen awareness of recommended setback distances for structures.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, Division of Forestry	2,500	150,000	
1.22	Secure funding to participate in National Preparedness Month.	Blount County, City of Alcoa, City of Maryville and all other smaller municipalities	Blount County, City of Alcoa, City of Maryville and all other smaller municipalities, Blount County Emergency management Agency, American Red Cross	5000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.23	Promote the development of increased involvement of community watch groups in homeland security efforts to include terrorism education.	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	500	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.24	Designate management of the Blount County Mitigation Plan and associated consideration of natural, weather-related hazards and hazard mitigation actions to the Blount County Hazard Mitigation Planning Committee. This committee will reconvene for plan consideration as needed for the purpose of revising, updating, or otherwise managing the Blount County Hazard Mitigation Plan, thus maintaining the County's eligibility for hazard mitigation grant funding.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, Planning, City and County Governments assigned departments	10,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.25	Coordinate, upgrade, and make accessible current and additional early warning strategies into a comprehensive warning system for evacuation and sheltering in place. A comprehensive system will include warning systems to address persons indoors and outdoors and also include public education as to how to interpret warning system information and what should be done in the event of an emergency.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Emergency Management	50,000	1,5000,000	
1.26	Seek immediate funding to provide all unequipped health care facilities, schools, day care facilities, assisted living facilities, emergency management facilities, and other critical facilities with NOAA certified weather radios.	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Emergency Management, Tennessee Emergency Management Agency (TEMA), and EMS, City governments	50,000	500,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.27	Review annually and post disaster occurrence and revise the Blount County Emergency Operations Plans.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, Blount County Government, All jurisdictions, American Red Cross, Blount Co Health Department	10,000	100,000	
1.28	Develop, maintain and revise annually a countywide comprehensive NIMS typed resources inventory.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency	20,000	1,000,000	
1.29	Develop and incorporate into the Emergency Operations Plan (EOP ESF)- format annexes for mass casualty and mass fatality events.	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	20,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.30	Provide annual emergency operations training and /or continue ongoing in the case of Maryville. (Phase 1,2,3)	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, American Red Cross	10,000	100,000	
1.31	Encourage adoption of the National Incident Management System (NIMS) by all jurisdictions and/or the continued use of by Maryville.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	1000	2,000,000	
1.32	Schedule and conduct incident command training annually for all fire, EMS, rescue and law enforcement personnel as a pre-requisite for National Incident Management System (NIMS) training.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	400,000	2,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.33	Schedule and conduct National Incident management System (NIMS) training annually.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	150,000	2,000,000	
1.34	Conduct annual tabletop disaster exercises involving all emergency response agencies.	Blount County, City of Alcoa, City of Maryville, smaller jurisdictions	Blount County Emergency management Agency	20,000	100,000	
1.35	Publish notice of federal, state and local training opportunities to all emergency response agencies.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, American Red Cross	500	100,000	
1.36	Conduct annual tabletop disaster exercises involving all county, city and other not for profit agencies involved in emergency management, evacuation, and sheltering..	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency Management Agency, all governmental agencies, American Red Cross, not for profits	20,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.37	Continue to activate the Emergency Alert System (EAS) as necessary	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	0	500,000	
1.38	Enhanced coordination of operations between different parts of local government, city and county that focus on emergency management and operations for a natural disaster or man made emergency mitigation or response.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Planning, City and County Governments, Blount County Emergency management Agency	10,000	1,000,000	
1.39	Enhanced written and oral communication plans to expand the interface with the military resources for mitigation and response.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	5000	50,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.40	Secure funding for a multi-frequency communication trunking system	Blount County, City of Alcoa, and City of Maryville	Blount County Emergency management Agency	Depends on how many trunks are desired		
1.41	Strengthen multi-jurisdictional cooperation and communication among local governments, emergency services agencies, and entities responsible for critical and vulnerable facilities.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	0	100,000	
1.42	Educate the public on personal and family disaster planning including shelter in place, evacuation, disaster kits and sources of information.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, Tennessee Emergency Management Agency, American Red Cross Blount County Chapter	200	50,000	
1.43	Utilize the media to educate and inform the public of current recommendations for family disaster planning.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, Tennessee Emergency Management Agency, American Red Cross Blount County Chapter	0	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.44	Provide all cities, towns and other jurisdictions with current updates data on response times, number of persons who will respond and revision of contracts for services.	Blount County, City of Alcoa, City of Maryville, smaller jurisdictions	Blount County Emergency management Agency, Tennessee Emergency Management Agency, FEMA, State of Tennessee, all contract providers			
1.45	Purchase mobile communications equipment for the 911 centers in event the command center has to relocate to a backup location during a crisis event.	Blount County	Emergency management, 911			
1.46	Identify and inventory the status of radio and backup communication in all schools annually.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST			
1.47	Secure funding to provide radio communication during an emergency or crisis in all schools that currently do not have.	Blount County, City of Alcoa, Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	80,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 1: Communication and Preparedness (Coordination, Planning, Training & Education)						
1.48	Continue to facilitate LEPC meetings and exercises on a regularly scheduled basis.	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency management Agency	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency management Agency	500	100,000	
1.49	Identify locations to install adequate numbers of cell towers to provide coverage to improve communication in the event of an electrical power outage and phone outage.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	500	1,000,000	
1.50	Develop public and private partnerships to implement mitigation actions in all cities, jurisdictions and throughout Blount County.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	100	500,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.1.	Improve and upgrade all county, city and municipal buildings evacuation plans.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency Management Agency, American Red Cross	1000	500,000	
2.2.	Improve and upgrade all county, city and municipal buildings shelter in place plans.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency Management Agency, American Red Cross	500	500,000	
2.3.	Partner with volunteer agencies, the American Red Cross, county schools, churches to provide additional shelter facilities in rural areas.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, The American Red Cross	35,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.4.	Cooperate with the American Red Cross, Blount County Chapter to annually update the list of approved emergency shelters.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, The American Red Cross			
2.5.	Assist in finding funding sources to equip rural shelter facilities.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, American Red Cross	2,000	50,000	
2.6.	Evaluate schools and other public buildings for their suitability to serve as emergency evacuation shelters	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, Blount County Government, All jurisdictions, American Red Cross, Blount Co Health Department	1,000	200,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.7.	Upgrade all shelter and evacuation plans for Blount County annually.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency management Agency, Tennessee Emergency Management Agency, Blount County Government, American Red Cross Blount County Chapter	500	50,000	
2.8.	Form a task force to include the local veterinarians, UT Vet School, Blount County Health Department, the humane society, pet rescue groups, East Tennessee Regional Health Department, American Red Cross to address the issue of pet evacuations and sheltering.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Local veterinarians, UT Vet School, the humane society, Blount County Health Department, American Red Cross, TEMA.	100	500,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.9.	Conduct annual inspections of designated shelters to assess the vulnerability of buildings to high winds (including debris impact), flooding, earthquakes, and other natural hazards	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, Code Departments, Tennessee Emergency Management Agency, Blount County Health Department, Blount Memorial Hospital, East TN Regional Health Department, Blount County Building Inspections, all fire departments, Blount County Chapter American Red Cross	2,000	2,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.10.	Develop recommendations to enable shelters to provide the necessary protection for their occupants.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency, Tennessee Emergency Management Agency, Blount County Health Department, Blount Memorial Hospital, East TN Regional Health Department, Blount County Building Inspections, all fire departments, Blount County Chapter American Red Cross	10,000	500,000	
2.11.	Develop and/or continue emergency preparedness educational programs to enable families to prepare for emergencies and sheltering in place.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All units of government, Blount County Emergency Management Agency, American Red Cross Blount County Chapter, Blount County Health Department	3,000	500,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.12.	Instruct families and individuals to be proactive and prepare for disasters by having a two week supply of water, foods and medication on hand in event of disaster.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All units of government, Blount County Emergency Management Agency, American Red Cross, Blount County Health Department, Blount Memorial Hospital, Blount County Schools, City of Alcoa Schools, City of Maryville Schools, local churches and religious organizations			
2.13.	Replace and widen the one lane overpass/road leading to William Blount High School	Blount County	Public works, roads, school system			
2.14.	Widen roads leading thru Townsend to the Great Smoky Mountains National Park (GSMNP)	State of Tennessee, Blount Co.	Public works, highway department, TDOT			
2.15.	Develop contingency plans if an evacuation is required at International Jobbers and the bridge is out in Alcoa	City of Alcoa Police, City of Alcoa Fire, Planning Department City of Alcoa	City of Alcoa Police, City of Alcoa Fire, Planning Department City of Alcoa	100	50,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 2: Evacuation/Sheltering						
2.16.	Update transportation plans for mass evacuations from the schools facilities.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	1,000	1,000,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.1.	Revise and maintain flood plain maps county-wide.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Planning offices, State of Tennessee, TEMA, FEMA			
3.2.	Secure funding for fixed and mobile signage to warn residents and visitors of emergency road conditions, flooding or other emergencies.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, other smaller jurisdictions, highway department	Depends on number and type of signs selected	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.3.	All municipalities will continue to participate in the National Flood Insurance Program (NFIP)	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend, NFIS	Blount Co. Emergency Management Agency, Blount County Government, City of Alcoa, City of Friendsville, City of Louisville, City of Maryville, City of Rockford, City of Townsend	***	***	
3.4.	Warning systems must be developed as there is slight warning time due to flash flooding	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount Co. Emergency Management Agency, Blount County Government, City of Alcoa, City of Friendsville, City of Louisville, City of Maryville, City of Rockford, City of Townsend, National Park Service	***	***	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.5.	Warning systems must be implemented as there is slight warning time due to flash flooding	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend, National Park Service	***	***	
3.6.	Flood maps need to be updated and maintained	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	***	***	
3.7.	Regulations need to be adopted and enforced to prohibit development in flood plain areas within the county and all jurisdictions	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	***	***	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.8.	Plans need to be developed to keep pace with rapid growth in the county as current land has become impervious due to development which increases the rate of runoff	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	***	***	
3.9.	Establish a call-in program for individuals to report locations of flash flooding on roads in the county.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	National Weather Service, Emergency Management, E-911	0	100,000	
3.10.	Identify and inventory all mobile homes located in flood plain areas.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	5000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.11.	Insure that all of Blount County comes under the umbrella of National Flood Insurance.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			
3.12.	Secure funding to purchase private land in Rockford surrounding the dam to increase security, and control accessibility.	Blount County, City of Rockford	Blount County, City of Rockford	Cost not available	Cost not available	
3.13.	Clean out debris from under bridges and drainage channels to reduce flooding caused by backup.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Highway Department, Tennessee Valley Authority (TVA) (only on lakes)	50,000	1,000,000	
3.14.	Protect the structural integrity of Blount County's park areas, wetlands, steep slopes, floodplains, and other environmentally sensitive areas.	County governments, parks and recreation	Blount County and Foothills Conservancy	20,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.15.	Ensure that future development in the county is as “hazard proof” as possible by insuring future planning reduces hazards.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			
3.16.	Encourage collaborative planning and compatible regulatory controls between the county and communities to promote infrastructure development practices that reduce the potential for flooding and property damage.	Blount County, City of Alcoa, City of Maryville, other smaller jurisdictions	Blount County, City of Alcoa, City of Maryville, other smaller jurisdictions	500	1,000,000	
3.17.	Ensure that new dams are constructed using methods and procedures that comply with the national dam safety hazard reduction initiative.	Blount County, City of Alcoa, City of Maryville	TVA, U.S. Corps of Engineers, TDEC			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 3: Floods						
3.18.	Continue to identify and mitigate areas identified in the City of Rockford flood hazards	City of Rockford	City of Rockford	1000	100,000	
3.19.	Evaluate storm water runoff and redirect areas which are identified as continual flooding areas	City of Rockford	City of Rockford	50,000	200,000	
3.20.	Encourage development of acquisition and management strategies to preserve open space for flood mitigation and water quality in the floodplain.	Blount County, City of Alcoa, City of Maryville, other smaller jurisdictions	Blount County, City of Alcoa, City of Maryville, other smaller jurisdictions	100	500,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 4: Severed Weather/Tornados/Winter Storms						
4.1.	Utilize the Emergency Alert System (EAS) on cable television to provide storm warning.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Emergency management, 911	0	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 4: Severed Weather/Tornados/Winter Storms						
4.2.	Locate 20 storm-warning sirens in all areas of population concentration.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	National Weather Service, Blount County Emergency management Agency	200,000	1,000,000	
4.3.	Standardize and enforce the regulations for mobile home tie-downs for Blount County, City of Alcoa, City of Maryville and all smaller jurisdictions.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			
4.4.	Identify all mobile home parks located within Blount County, City of Maryville, City of Alcoa, which do not provide safe rooms within the park.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			
4.5.	Explore funding for building a safe room in Townsend at the Visitors Center.	Townsend	Blount County Emergency management Agency, City of Townsend			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 4: Severed Weather/Tornados/Winter Storms						
4.6.	Promote inclusion of tornado/severe wind shelters (safe rooms) in new construction of public buildings.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Planning departments, Blount County, City of Alcoa, City of Maryville, Blount County Emergency management Agency	1000	1,000,000	
4.7.	Secure funding to partially assist mobile homes parks in funding the building of safe rooms on site within the park.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			
4.8.	Develop regulations, which require safe rooms at all mobile home park locations within Blount County.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 4: Severed Weather/Tornados/Winter Storms						
4.9.	Encourage electrical utilities to use underground construction methods utilizing separate trenches where possible to reduce power outages from severe winter storms.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	100	500,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 5: Urban Fires						
5.1.	Fund training for state and national certifications for career and volunteer firefighters.	City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All affected jurisdictional governments	25,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 5: Urban Fires						
5.2.	Require prosecution and restitution for arson.	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Division of Forestry, All Jurisdictional Governments	3,000	100,000	
5.3.	Establish and enforce codes stipulating setback distances from woodland for all new structures not constructed of fire-resistive materials.	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All Jurisdictional Governments Planning & Zoning Departments	3,000	150,000	
5.4.	Develop an education and training program for volunteers such as volunteer fire departments who are first responders at the sites of meth labs to enable them to avoid contamination and/or how to properly decontaminate.	Blount County	EMS, Rescue squad, volunteer fire departments.	60,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 5: Urban Fires						
5.5.	Secure funding for protective equipment and/or maintain funding for personnel who are involved in hazardous equipment cleanup, bioterrorism incidents, meth labs or other contamination.	Blount County, City of Alcoa, and City of Maryville.	Blount County Emergency management Agency, City of Alcoa Police, City of Maryville Police, and Blount County Sheriff's Department.	20,000	500,000	
5.6.	Develop a program for providing smoke detectors for homes, businesses and critical/vulnerable facilities.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Fire departments, volunteer fire departments, American Red Cross, Blount County Emergency management Agency	10,000	1,000,000	
5.7.	Assist fire departments in obtaining grants to provide free smoke detectors to residents.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	5,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 5: Urban Fires						
5.8.	Continue rigid enforcement of existing fire and electrical codes	Blount County, City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All Jurisdictional Planning & Zoning Departments	25,000	100,000	
5.9.	Create a GIS mapping database to identify water line size and hydrant locations in rural areas.	Blount County, City of Alcoa, City of Maryville	GIS	7,500	100,000	
5.10.	Assist in obtaining grant funds to replace smaller diameter lines with six inch mains.	Blount County	East Tennessee Development District, Water Utilities, Blount County Government	5,000	300,000	
5.11.	Continue aggressive fire prevention programs in all schools within the Blount County Schools, City of Alcoa schools, City of Maryville schools.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, American Red Cross	5,000	100,000	
5.12.	Provide education programs so that all teachers are properly trained in safe use of fire extinguisher equipment.	All fire departments, all volunteer fire departments, all school systems	Blount County Fire Commission, American Red Cross	500	2,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 5: Urban Fires						
5.13.	Partner with volunteer agencies to present fire prevention programs to service clubs, churches, youth clubs, senior citizens, and special needs populations.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, American Red Cross	5,000	100,000	
5.14.	Expand public school fire prevention efforts to include special programs on wildfire and arson.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, American Red Cross	5,000	100,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 6: Wild Fires						
6.1.	Encourage cooperation between fire departments and law enforcement agencies to issue tickets for non-permitted outdoor burns.	Blount County, City of Alcoa, , City of Friendsville, City of Louisville, City of Rockford, City of Townsend	All Jurisdictional Governments.	3,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 6: Wild Fires						
6.2.	Continue the partnership between fire departments and the Division of Forestry.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, Division of Forestry via the 16 county mutual aid plan	0	50,000	
6.3.	Provide fire department-compatible portable radios to Division of Forestry to permit on-scene interoperable communications.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Emergency management Agency	3,500	100,000	
6.4.	Enact legislation to make mandatory fines for non-permitted outdoor burning.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	3,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 6: Wild Fires						
6.5.	Improve accessibility to mountainous areas by widening unimproved roads. Emergency and fire trucks cannot currently reach those in need.	Blount County, City of Townsend, State of Tennessee	Highway Department			
6.6.	Provide annual wild land fire training for municipal and rural fire departments.	Blount County, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Fire Commission, Division of Forestry	25,000	100,000	
6.7.	Provide wild land firefighting equipment to all fire departments in the county.	Blount County, City of Alcoa, City of Maryville, Rockford and other smaller jurisdictions	All Jurisdictional Governments	100,000	100,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 7: Hazardous Materials						
7.1.	Develop a policy and procedure for mass decontamination.	Blount County, City of Alcoa, City of Maryville	Blount County Emergency management Agency, Fire Departments	1000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 7: Hazardous Materials						
7.2.	Secure funding to purchase a system to contain runoff water from decontamination efforts.	Blount County, City of Alcoa, City of Maryville	Blount County Emergency management Agency, Fire Departments, Blount Memorial Hospital	100,000	5,000,000	
7.3.	Train Volunteer Fire Departments to deal with potential Hazardous spills on Highway 321, Friendsville	Blount County, Friendsville	Volunteer Fire Department, Rescue Squad	500	100,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 8: Terrorism/Pandemics						
8.1.	Development and implementation of a countywide intelligence task force to prevent, detect and deter terrorist events.	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	5000	500,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 8: Terrorism/Pandemics						
8.2.	Define criteria for “exception reports”	Blount County Sheriff’s Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	Blount County Sheriff’s Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	0	1,000,000	
8.3.	Assign one officer to be responsible for reading all calls generated by Alcoa, Maryville, and the Blount County Sheriff’s Department, filing exception reports, and reading intel reports as they come into the agencies.	Blount County Sheriff’s Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	Blount County Sheriff’s Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	30,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 8: Terrorism/Pandemics						
8.4.	Schedule and hold monthly homeland security briefings for patrol units for all law enforcement agencies.	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	Blount County Sheriff's Department, Maryville Police Department, Alcoa Police Department, Blount County Emergency Management Agency, Director of Homeland Security	10,000	1,000,000	
8.5.	Develop and implementation of a centralized 24/7 tracking and notification system for all potentially infectious outbreaks whether natural or manmade for the health departments, health care institutions, and health care facilities.	Blount County, City of Alcoa, and City of Maryville	Blount County Health Department, East Tennessee Regional Health Office, and State of Tennessee	50,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 8: Terrorism/Pandemics						
8.6.	Development and implementation of a centralized 24/7 tracking and notification system for all potentially infectious outbreaks whether natural or manmade for the school systems in Blount County, City of Alcoa, City of Maryville.	Blount County, City of Alcoa, and City of Maryville	Blount County Health Department, Blount County Schools, City of Alcoa Schools, City of Maryville Schools.	75,000	1,000,000	

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.1.	Secure funding to purchase defibrillators for all high schools, city and county buildings.	Blount County, City of Alcoa, and City of Maryville	Blount County Schools, City of Alcoa Schools, and City of Maryville Schools	60,000	2,000,000	
9.2.	Develop redundancy strategies to prevent loss of public records in the event of damage to critical facilities	Blount County, City of Alcoa	All units of government	25,000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.3.	Create a secure site for emergency operations.	City of Alcoa, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County, City of Alcoa, City of Maryville and smaller jurisdictions, emergency management.	0	100,000	
9.4.	Develop emergency pre-plans for all public buildings, schools, businesses and churches.	Blount County, City of Alcoa, and smaller jurisdictions	Blount County Emergency management Agency, Blount County Fire Commission	50,00	2,000,000	
9.5.	Develop educational programs to increase citizen awareness of the hazards both natural and manmade that could potentially affect Blount County.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Emergency management, County and city governments, Law enforcements, fire personnel.	50,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.6.	Assist in locating funding to have 3 school nurses one per system available for the schools in Blount County, the City of Maryville system and the City of Alcoa system. This nurse could support bio-terrorism and flu epidemic mitigation strategies in the schools. Jurisdiction: Blount County Schools, City of Alcoa Schools, City of Maryville schools.	Blount County Schools, City of Alcoa Schools, City of Maryville schools	Blount County Health Department, Blount County schools, City of Maryville schools, City of Alcoa schools	90,000	200,000	
9.7.	Install fences at Nails Creek and Porter School to block student and school personnel access to water contaminated with E.coli	Blount County	Blount County Schools			

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.8.	Develop a coordinated communications system in time of emergency with the Blount County schools, City of Maryville schools, and City of Alcoa Schools, Blount County Health Department and Blount County health department.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County schools, City of Maryville schools, City of Alcoa Schools, Blount County Health Department and Blount County health department.	10,000	60,000	
9.9.	Secure funding to provide additional security personnel at all school events or non-school events held on school grounds.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Schools, City of Alcoa and the City of Maryville, Blount County Sheriff's Office, City of Maryville Police, City of Alcoa Police	60,000	1,000,000	
9.10.	Secure funding for internal surveillance devices for the four high schools located in the county: Heritage HS, William Blount HS, Alcoa HS, and Maryville HS. Jurisdiction: Blount County Schools, City of Alcoa and the City of Maryville	Blount County Schools, City of Alcoa and the City of Maryville	Blount County Schools, City of Alcoa and the City of Maryville, Blount County Sheriff's Office, City of Maryville Police, City of Alcoa Police, GIS	20,000 per school to initiate, 1000 annually to update: total 84,000	2,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.11.	Secure funding for Internet database of all school building such as <i>Rapid Responder</i> for the four high schools located in the county: Heritage HS, William Blount HS, Alcoa HS, and Maryville HS.	Blount County Schools, City of Alcoa and the City of Maryville	Blount County Schools, City of Alcoa and the City of Maryville, Blount County Sheriff's Office, City of Maryville Police, City of Alcoa Police, Fire Departments.	10,000 annually, total 80,000 annually	2,000,000	
9.12.	Secure funding to provide training for school personnel to prevent post-traumatic stress syndrome in students, teachers and /or staff if a traumatic event occurs within a school setting or to a member of the school community.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	2,000	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.13.	Secure funding to provide selected school teachers/personnel with a two-way communication device to be used in time of emergency. Request for 100 devices at present to be distributed between Blount County Schools, City of Alcoa schools, City of Maryville schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	60,000	2,000,000	
9.14.	Develop a webpage for school children, parents, guardians and other interested parties related to school closings, evacuations, and/or sheltering due to weather, incidents or emergencies. Have someone designed and trained to update the site daily or as needed.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools, American Red Cross.	50,000	2,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.15.	Train at least 25% of teachers in Basic First Aid/CPR in event an incident occurs when no school nurse or other trained professional is available.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools, American Red Cross.	5,000	500,000	
9.16.	Provide funding staff or faculty members in each school system to become instructor-trainers in First Aid/CPR in order to keep staff and faculty current and reduce costs by having an in house trainer.	Blount County Schools, City of Alcoa and the City of Maryville Schools.	Blount County Schools, City of Alcoa and the City of Maryville Schools American Red Cross.	500	50,000	
9.17.	Purchase additional property for a safety buffer around the Maryville High Schools	Maryville City Schools	Blount County Emergency management Agency, Maryville City Schools	Depends on the amount of land purchased.		
9.18.	Install security camera system and weapons detection system at entrances to all schools.	Blount County, City of Maryville, and City of Alcoa	Blount County Schools, Maryville City Schools, and Alcoa City Schools			
9.19.	Install picture card I.D. system for all teachers, staff and students at all schools that do not presently have them.	Blount County, Maryville City Schools and Alcoa City Schools	Blount County, Maryville City Schools and Alcoa City Schools	2000	100,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.20.	Install a card swipe I.D. system on school exterior doors	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Schools, City of Alcoa Schools, City of Maryville Schools		100,000	
9.21.	Install a high resolution camera system for sporting events on school campus.	Blount County, City of Alcoa, City of Maryville, City of Friendsville, City of Louisville, City of Rockford, City of Townsend	Blount County Schools, City of Alcoa Schools, City of Maryville Schools	50,000	100,000	
9.22.	Secure funding to participate in National School Safety Week.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency	5000	50,000	
9.23.	Identify and inventory all classroom doors as to whether they can be locked from inside the classroom during a lock down situation.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	500		

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.24.	Inventory all schools to determine the status of critical signage.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	1,000	1,000,000	
9.25.	Identify school signage that needs repair, replacement or installation.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	1,000	1,000,000	
9.26.	Install critical signage over doors in all schools.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	Depends on what is identified in the inventory.	1,000,000	
9.27.	Secure funding to replace locks on all classroom doors in all schools that cannot be locked without the teacher having to leave the classroom to secure the classroom during a lockdown.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools, Blount County Emergency management Agency, BEST	Depends on number identified during the inventory.	1,000,000	

Blount County, Tennessee
Multi-Jurisdictional, All-Hazards Risk Mitigation Plan

BLOUNT COUNTY MITIGATION GOALS/OBJECTIVES/ACTIONS/STRATEGY						
Action	Action/Project Description	Jurisdiction	Responsibility	Estimated Cost	Estimated Benefit	Funding Sources
Priority 9: Schools						
9.28.	Secure funding to provide a fence around the perimeter at Fairview Elementary School that is bear-proof and vandal proof.	Blount County Schools	Blount County Schools, Blount County Emergency Services Team (BEST)	Depends on type of fence and height selected	1,000,000	
9.29.	Systematically review the results of school security inspections annually and make appropriate recommendations for improvement.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools	500	50,000	
9.30.	Create a task force to bring together representatives from all 3 school systems once all plans are updated in the fall of 2005 to develop an integrated plan.	Blount County, City of Alcoa, City of Maryville Schools	Blount County, City of Alcoa, City of Maryville Schools	500	100,000	

5.3 Mitigation Implementation and Plan Maintenance

The Mitigation Strategy will be implemented by Blount County's participating jurisdictions and how the overall Hazard Mitigation Plan will be evaluated and enhanced over time.

The top three areas for mitigation have been identified as Communication, Coordination, and Flooding. This section also discusses how the public will continue to be involved in the hazard mitigation planning process. It consists of the following four subsections:

- Implementation
- Incorporating Mitigation Into Existing Planning Mechanisms
- Monitoring, Evaluation and Enhancement
- Continued Public Involvement

44 CFR Requirement

44 CFR Part 201.6(c)(4)(i): The plan shall include a plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

5.3.1 Implementation

Each jurisdiction participating in this Plan is responsible for implementing specific mitigation actions as prescribed in the adopted Mitigation Actions. In each Mitigation Action Plan, every proposed action is assigned to a specific local department or agency in order to designate responsibility and accountability and increase the likelihood of subsequent implementation. This approach enables individual jurisdictions to update their unique mitigation strategy as needed without altering the broader focus of the countywide Plan. The separate adoption of locally specific actions also ensures that each jurisdiction is not held responsible for monitoring and implementing the actions of other jurisdictions involved in the planning process.

In addition to the assignment of a local lead department or agency, an implementation time period or a specific implementation date has been assigned in order to assess whether actions are being implemented in a timely fashion. As necessary, Blount County and its participating jurisdictions will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. When applicable, potential funding sources have been identified for proposed actions listed in the Mitigation Action Plans.

5.3.2 Monitoring, Evaluation and Enhancement

Mitigation is a dynamic, ongoing changing process and is affected by staffing, county growth, funding, disasters that may occur, projects that do not work out successfully, changes in hazard vulnerability and mitigation priorities and other factors. The plan will be reviewed annually and it shall be the responsibility of the EMA Director or designee to chair this review. As federal and state regulations change, the plan may also need to be reviewed to ensure continued compliance. The Blount County Emergency Management Agency and the Blount County Emergency Management Steering Committee should meet every six months to review the plan. The representatives who have served during the planning process will be the committee until additional or replacement representatives are appointed. The Emergency Management Director should be responsible for

initiating the review and convening the meetings. The plan should be updated to reflect changes that need to be made based on any mitigation projects that have been successfully implemented, have not been successful and/or have been determined to no longer potential mitigation strategies.

5.3.2.2 Disaster Declaration

If a disaster has been declared, the Blount County Emergency Management Steering Committee will meet and the plan may be revised as needed to meet any new issues that have been identified because of the disaster. Realizing that the response and recovery phase may present unique opportunities for mitigation makes it essential for the committee to meet during this time. At the time of any called meetings, it will be necessary to involve citizens and stakeholders who were impacted by the disaster in this process.

5.3.2.3 Reporting of Review

The Blount County Emergency Management Steering Committee will conduct a five-year review. The review will discuss the effectiveness of the plan and will include an evaluation. Any changes or updates that are recommended will be included.

5.3.2.4 Amendment of the Plan

Blount County, the City of Alcoa, City of Friendsville, City of Louisville, City of Maryville, City of Rockford and City of Townsend will provide information on any proposed amendments to the plan to all interested parties. This shall include public officials, city and county personnel and departments, not for profit agencies, citizens, public and private businesses. Blount County will publish notices and/or notify affected persons directly per federal, state and local requirements for notification. The Tennessee Emergency Management Agency (TEMA) will also receive notification on proposed amendments or changes. Administrative changes, wording corrections, hazard analysis or other such portions of the Mitigation Plan, do not require additional action by the County Board of Commissioners, City Councils or Town Boards. If there are changes that may have a major financial impact or significant expenditure of non-budgeted funds, they may require action by respective elected bodies. If possible, changes will be made electronically. A signed and dated approval sheet shall accompany each printed copy of the plan. Computer versions of the plan will have only printed names and dates of the jurisdictions approving the plan. Resolutions of adoption will be kept on file with the County Clerk to the Board of Commissioners and the clerks of the respective jurisdictions. There will be a 45 day review and comment period for any changes or amendments. At the end of this time period, comments and proposed changes will be forwarded to the committee for final review. The committee will review and submit a recommendation for approval or rejection to the appropriate governing body of each jurisdiction that approved the original plan. The committee will look at the following:

- Error or omissions in the identification of issues or in the needs assessment
- Population and demographic changes
- Updated information which is not addressed in the original plan
- Change in local capabilities
- Disasters which have occurred

5.3.3. Continued Public Involvement

The mitigation planning process requires public participation and must continue to involve the public in the development and growth of this plan. Additional public hearings may be required if major changes are to be made in the plan. The public will be kept informed as to the status of the plan and the mitigation process. Some of the methods utilized to communicate with the public shall include but not be limited to:

- Advertising of meetings
- Involving citizens from all municipalities in the committee
- Utilizing the media to help educate and inform
- Updating city and county web sites
- Placing updated drafts and plans in the library
- Seeking community input

5.3 Mitigation Implementation and Plan Maintenance

This plan has been formally adopted by _____ for submission to the Tennessee Emergency Management Agency (TEMA) in accordance with Section 322 of the Stafford Act and 44 Code of Federal Regulations Section 206. The resolution signed by each Mayor can be found in the Appendix.

(This will be available and inserted into the contents of the Plan upon approval of the Hazard Mitigation Plan by FEMA).

APPENDIX: TABLE OF CONTENTS

- A. Local Hazard Mitigation Plan Review Crosswalk
- B. Sample Resolution
- C. Committee Meetings & Handouts
- D. STAPLEE Form
- E. State Homeland Security Assessment and Strategy Program
- F. Chronology of Disasters in Tennessee
- G. Conceptual Land Use Plan for Blount County
- H. Industrial Parks in Blount County
- I. Local Hazard Mitigation Plans
- J. Flood Insurance Study
- K. Radio Information
- L. Collaborative Efforts – Brochures
- M. Educational Programs - Winter Weather Awareness
- N. City of Maryville, TN Fire Department Inventory
- O. Transportation Planning
- P. School Emergency Preparedness Plans



Appendix C

The Mitigation Planning Process and Public Participation

The planning process for mitigation in Blount County, Tennessee was initiated in 2003 by County Emergency Management Staff. Discussions were held with each jurisdiction in Blount County to outline the county's intention to initiate the development of a mitigation plan and to request a commitment by each jurisdiction to address mitigation planning within their individual city planning process. Subsequently letters of commitment were obtained from each jurisdiction in Blount County. During 2003/2004 county emergency management staff member, Kathy Shields, met individually with representatives from jurisdictions within Blount County, emergency response organizations including fire departments, ambulance services, police and sheriff's department, E-911 to generate initial vulnerability assessments by jurisdiction. All of vulnerability assessments were compiled by county staff and submitted to the Tennessee Emergency Management Agency (TEMA).

February-April 2005

Blount County emergency management staff members Kathy Shields and Kelly Mure worked with representatives of Emergency Management response agencies within the county to develop the components of a contract specifying scope of services for a contractor to expedite the completion of a Blount County emergency mitigation plan.

May 2005

The Blount County purchasing department advertised the request for services. Following a review of submitted proposals in response to the contract announcement, county emergency management staff and the Blount County purchasing office accepted the University of Tennessee Safety Center's contract proposal. Dr. Susan Smith, Director of the UT Safety Center was notified on May 17th that the UT bid had been selected and her attendance was requested at the Blount County Mitigation Plan Executive Advisory Committee meeting on May 18th at Maryville College. The advisory committee was composed of representatives from the emergency management staff, county and jurisdiction officials, representatives of fire departments, police and sheriff representatives, civil air patrol, nonprofit agencies, businesses, communities and jurisdictions, ambulance service and E-911 officials. Representatives from the contractor, the UT Safety Center, were also present. Information was provided by Blount County emergency management agency staff members, Kathy Shields and Kelley Mure, on the planning process, by UT Safety Center Director Dr. Susan Smith on mitigation and input given by group members as to hazard identification, needs assessment and vulnerability assessment. The group members discussed and agreed that additional meetings would be held throughout the summer to further the participation by local and regional agencies, special interest groups and members of the public in the mitigation plan. The advisory group specifically discussed strategies that would be the most successful in involving groups and individuals during the summer months since this is a time when agencies such as the school system are periodically closed and many individuals are out of town due to travel for vacations or work. The advisory group recommended a joint meeting during the

summer of all special interest groups as well as current advisory committee members. This meeting was scheduled for July. Advisory members also recommended that the contract staff and emergency management employees set up individual small group meetings with key staff of agency and nonprofit organizations at the county and city levels. Advisory members felt this was of major importance due to the need to simultaneously involve individuals from the many jurisdictions within Blount County in a short time during the summer months. The following were present at the meeting:

Terry Willett, City of Rockford

James Rushing, Civil Air Patrol

Mary Caylor, American Red Cross

Don Stallions, Blount County Government

Mike Johnston, Maryville Police Department

Ron Dunn, Blount County Sheriff's Office

Rick Arnold, Alcoa Police Department

Rob Webb, Rural Metro Ambulance Service

Mike Sing, Maryville Fire Department

Doug McClanahan, Blount County Fire Department

Jeremy Pearson, City of Alcoa

Donna Overstreet, Blount County E-911

Kelley Mure, Blount County Emergency Management Agency

Kathy Shields, Blount County Emergency Management Agency

Following the Advisory Committee meeting, Kathy Shields, emergency management staff and the emergency management contractor, UT Safety Center staff (Dr. Susan Smith, Kathy Council, Colin Falato) created an initial list of documents for review, persons to interview, groups to contact, and identified a key contact for communication within the jurisdictions and organizations providing emergency services within Blount County.

June 2005

Interviews scheduled the last two weeks of May were conducted in June with key agencies ranging from the Blount County Health Department to the Chamber of Commerce and Economic Development Board to seek advice and comments related to the hazard identification, vulnerability and hazard assessment process and to generate mitigation strategies needed for individual jurisdictions as well as countywide. Through weekly communication between county emergency management staff and contract staff from the UT Safety Center documentation from prior city and county needs assessments were inventoried and appropriate documents reviewed. Extensive small group and individual meetings were held periodically with the Alcoa and Maryville planning departments, nonprofit agencies, county administrators and planners, and emergency response agencies. Conference calls were also held with staff responsible for emergency response at the county school systems, city school systems, Blount Memorial Hospital, Civil Air Patrol, fire departments, American Red Cross, as well as city officials. During

June an e-mail distribution list was developed as well as a drop off system for delivery of future plan drafts.

At small group meetings, individual interviews, conference calls and through e-mail contacts citizen groups, agency staff members and individuals representing special interest groups were asked to submit their recommendations. Submissions included information related to vulnerability and hazard assessment as well as recommendations for mitigations. Plans were made to hold a joint meeting of advisory committee members, special groups, and agency stakeholders during July. The purpose of this meeting was to provide an opportunity for this group representing a broad spectrum of publics in Blount County to focus on and refine the key hazards. The planning process activities carried out in April, May, and June 2005 resulted in a prioritization of countywide hazards and those affecting individual sub jurisdictions.

The following hazards groups were generated and prioritized:

- Priority 1- Local Floods
- Priority 2- Severe weather/tornado/winter storms
- Priority 3-Urban fires
- Priority 4-Wildfires (particularly a concern for the more rural jurisdictions of the county)
- Priority 5-Hazardous materials/transportation
- Priority 6-Pandemic/health concerns
- Priority 7- Terrorism/school crisis

- Priority 8- Earthquakes
- Priority 9- Land subsidence

Plans were made at the end of June for meeting of advisory committee members/stakeholders during July.

July 2005

Individual interviews and conference calls were conducted during the first two weeks of July to gain further feedback on the prioritization and grouping of local hazards.

Maryville College hosted the joint Mitigation Advisory Committee/Stakeholders meeting on July 11, 2005. Utilizing the nominal group process, advisory members, agency representatives and citizens generated hazard mitigation recommendations focusing on high priority hazards. Participants selected four of the top hazard areas for a detailed two hour mitigation assessment . Groups elected to focus on the following issues:

- Floods resulting from severe storms, tornadoes and/or winter storms
- Transportation (hazardous materials incidents /evacuation routing)
- Pandemic/health concerns/bioterrorism
- Terrorism/school crisis

Note- extensive focus on mitigation related to fire was conducted prior to this advisory/stakeholders meeting; therefore, both meeting organizers and participants agreed to utilize the extensive mitigation recommendations previously generated as a

basis for the first draft of fire mitigation strategies as well as those new mitigations addressed focusing on the needs of special populations such as schools and health.

All participants at the advisory/stakeholders meeting were asked to complete a special form in their packet if they would like to be an editor/reviewer of the first completed draft of the mitigation plan to be made available during the month of August.

Information gathered through these forms was incorporated into a data base already containing all advisory members (fourteen) as well as appropriate representatives of city, county, nonprofit agencies previously identified as first draft reviewers.

Thirty one pages of flip chart material generated by participants at the Advisory/stakeholders meeting were transcribed and all relevant information focusing on hazard / vulnerability assessment and mitigation recommendations were incorporated with all previous materials into the first official draft of the Blount County Mitigation Plan.

August 2005

During the first two weeks of office Emergency management staff and contract staff revisited and communicated by phone/fax/e-mail to gather needed specific information related to critical facilities identified for incorporation into the first draft of the plan.

Materials were provided by local city and county officials, chamber of commerce, school

systems, the civil air patrol, and planning agencies for the first draft. A subgroup of stakeholders reviewed the first draft and made additions and updates. A second draft was then e-mailed or hand delivered to reviewers, agencies, stakeholders and interested citizens or groups who had requested a copy. After receiving input on this draft version, contractors generated Draft Version #3. This version included the STAPLEE assessment document, hazard identification and assessment materials, vulnerability assessment and extensive recommended mitigation strategies. This draft was then redistributed to the reviewers including but not limited to:

Stan Burnette, Blount County Schools

Jeremy Pearson, Planning Department, City of Alcoa

Col. James Rushing, Civil Air Patrol

Donna Overstreet, E-911

John Lamb, Blount County Planning

Doug McClanahan, Blount County Fire Department

Micky Roberts, Blount County Health Department

Kathy Abbott, Blount County Health Department

Terry Willett, City of Rockford

Betty Hale, American Red Cross

Mary Caylor, American Red Cross

Richard Hall, Blount Memorial Hospital

Ed Mitchell, Maryville Fire Department

David Hodges, Maryville Fire Department

Don Stallions, Risk Management, Blount County

Ron Webb, Rural Metro

Roger Campbell, City of Maryville

James Long, Sheriff's Department

Richard Harbison, Maryville City Schools

Bob Booker, Denso

Matt Cipaco, Denso

Fred Forester, Chamber of Commerce

John Cronin, Maryville Police Department

A notice was placed by the Blount County Emergency Management Agency in the Maryville Times announcing that a public meeting to discuss this draft of the Blount County Multi-Jurisdictional, All-Hazards Risk Mitigation Plan would be held in the Commission Meeting Room in the Blount County Courthouse on August 31, 2005 at 7pm. This notice also indicated that copies were placed at the Blount County Public Library Reference Desk for citizen review.

Additional recommendations, modifications, and changes in the Mitigation Strategies were submitted to the Blount County Emergency Management Agency staff and/or directly to the contract staff by fax, e-mail, phone and in through the direct return of the hand collected copies of the draft.

The public meeting announced in the Maryville Times was held on August 31, 2005 at 7pm. Copies of draft 4 were available at the public meeting. The meeting was opened with a statement from the Blount County Emergency Management Agency Director and a

power point presentation was given by Dr. Susan Smith, contract project manager. This presentation focused on specific Blount County hazards and vulnerability and individual mitigation strategies recommended for Blount County and the cities of Alcoa, Friendsville, Maryville, Louisville, Rockford and Townsend, which were included in Draft 4 of the plan. Attendance at the meeting included citizen representatives, County Emergency Management Agency Staff, City of Maryville Fire Department officials, the Mayor of Rockford, security personnel, and a representative of the media. During the public comment period of the meeting, a very significant additional mitigation strategy was advocated. The strategy, which focused on the generation and development of a family preparedness program to provide Blount County citizens with mitigation tools and strategies, was incorporated in the plan. This recommended strategy would outline the importance of family and community mitigation response in addition to that of agencies and local governments. While attendance represented a cross section of groups, the total number of participants was small because a majority of the individuals connected with emergency response and recovery were actively engaged or on call in preparing Blount County and its surrounding area for the storms and associated flooding predicted as Hurricane Katrina towards East Tennessee.

September 2005

Expanded efforts were made to compensate for the decreased attendance by placing additional copies of the plan at the Blount County Library for citizen review, extending the deadline for comments, distributing the plan to community groups including the League of Women voters, and radio station personnel. Conference calls were scheduled

and conducted with those who could not attend due to the Emergency Response duties such as the American Red Cross opening shelters for victims of Hurricane Katrina.

Also to expand plan availability in addition to providing copies of the plan for review at the library, draft #4 was also placed on the Blount County Commission website. City and other agency staff distributed e-mail copies to their own constituents, collected comments and submitted them to contractors for incorporation. The planning department of the City of Alcoa did an exceptional job of insuring wide review and comment of the plan contents among city agencies. Elected officials such as the mayor of Rockford and representative from key voluntary regional response groups including the Civil Air Patrol extensively reviewed plan drafts and submitted valuable information and recommendations.

To expand opportunities for discussion and review, contract staff presented the draft #4 plan before the twenty member public service committee of the Blount County Commission on September 13, 2005. Copies were provided to the League of Women voters on that date to further enhance public participation. Also draft #4 was hand delivered to city and county planning staff and emergency response agencies for additional review particularly of critical infrastructure within respective jurisdictions. The following week Blount County Emergency Management staff and contract staff held a meeting with City of Maryville officials to further refine mitigation strategies and critical facilities information specific to Maryville. Blount County Emergency Management staff

and contract staff contracted agency staff and organizational representatives throughout the last two weeks in September for additional review and comments.

October-November 2005

Draft 5 was developed after receiving comments, additions and recommendations in late September and early October. Draft 5 was distributed to key agencies and officials who had submitted changes and additions to Draft 4. Additional information related to critical facilities was obtained from jurisdictions and additional mitigation strategies formulated. Copies of draft 5 were reviewed and recommendations and comments received by Kathy Shields and the contract staff. Twenty copies of Draft 6 were distributed to the Public Service Committee of the Blount County Commission for review and comment by Dr. Susan Smith on November 8, 2005. Dr. Smith did a presentation focusing on the prioritization of mitigation strategies and outlined key requirements of the plan review and revision process. The twenty-member committee passed a resolution following Dr. Smith's presentation supporting the adoption of the Blount County Multi-Jurisdictional, All-Hazards Risk Mitigation Plan. Dr. Smith reviewed key public participation activities that would occur during the next two weeks of November. These included submitting five copies of Draft 7 to be available by November 11, 2005 at the Reference Desk of the Blount County Public Library for public review and comment. Draft 7 was also placed on the Blount County Commission website for public review and comment. The approval of this plan and the associated resolution are on the agenda for the Blount County Commission meeting scheduled for November 17, 2005. An additional 50 copies of Draft 7 of the plan will be distributed to Commission members and citizens attending this

meeting. After the commission meeting, paper copies used for discussion will be made available for the use of all cities. Cities are scheduling meetings for review and adoption for November and December.



SERVICE AGREEMENT FOR ADMINISTRATION OF A CLAIMS PROGRAM

This Agreement is entered into effective the 22nd day of August, 2005, by and between Sedgwick Claims Management Services, Inc. ("Sedgwick CMS") and Blount County, Tennessee, a political subdivision of the State of Tennessee, acting by and through Blount County Risk and Insurance Management Committee ("Client").

RECITALS

1. Client self-insures its claims administration program for automobile and general liability and workers compensation risks and desires to have Sedgwick CMS provide the specific services set forth below in connection with such self-insured program (the "Program," as defined on Exhibit A, attached hereto).
2. Sedgwick CMS is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. **Services to Be Performed by Sedgwick CMS:** Sedgwick CMS agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick CMS shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a "Qualified Claim"), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim under subparagraph (1) above to the extent deemed necessary by Sedgwick CMS in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick CMS in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick CMS, such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall become the property of Client and which shall be available for review by Client during normal business hours upon three (3) days prior written notice;

- (6) Notify excess or umbrella insurers of each Qualified Claim with values that may exceed Client's retention, providing such insurers with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use Sedgwick CMS's data management system ("JURIS®") to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick CMS, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
 - (10) Annually report federal, state and local 1099 information under Sedgwick CMS's tax identification number(s) for vendor payments issued by Sedgwick CMS on bank accounts established and owned by Sedgwick CMS on behalf of Client, but not for payment authorizations when Sedgwick CMS does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick CMS owned claim fund account.
- B. Sedgwick CMS will provide managed care services as set forth in the attached Managed Care Service Schedule.
 - C. Sedgwick CMS will provide the call center services as set forth in the attached Call Center Service Schedule.
 - D. Sedgwick CMS shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.

2. Obligations of Client:

- A. Client shall provide Sedgwick CMS in a timely manner with excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Sedgwick CMS. Should Client fail to provide such information, Sedgwick CMS shall be relieved of any obligation to provide any notification to any excess or umbrella insurer.

- B. Client shall pay to Sedgwick CMS a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick CMS, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick CMS, if applicable); rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; and travel fees and expenses incurred at Client's request.
- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account") established by and belonging to Sedgwick CMS. Sedgwick CMS shall have full responsibility for the care, custody and control of the Claim Account, including the performance of reconciliations, but Client shall be responsible for providing sufficient funds to enable Sedgwick CMS to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
- (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick CMS shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, Sedgwick CMS will have no obligation to perform any further services and may terminate this Agreement upon three (3) days prior written notice to Client.

- F. Sedgwick CMS shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$5,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. It is agreed that Sedgwick CMS shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick CMS shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed \$5,000 and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. Failure of Sedgwick CMS to settle a Qualified Claim within such limit, however, shall not subject Sedgwick CMS to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick CMS or should Client in any other way breach a material term of this Agreement, Sedgwick CMS shall then have the right to refuse to perform any further services. If Sedgwick CMS elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick CMS will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick CMS may be eligible, and may collect such fees from any loss fund that may be in Sedgwick CMS's care, custody and control.

3. **Discontinuance of Operations:**

Should Client discontinue its business for any reason, all fees due Sedgwick CMS shall be paid immediately. Sedgwick CMS shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick CMS' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. **Covered Jurisdictions:**

This Agreement shall cover all operations of Client in the state of Tennessee.

5. **Term of Agreement and Termination:**

- A. The term of this Agreement shall be for the period commencing on August 22, 2005 and ending on August 21, 2006.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is

given to the other party.

- C. Sedgwick CMS is providing services to Client on a life of contract basis. If requested by Client, Sedgwick CMS will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology and data tape fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. Upon expiration or termination of this Agreement, Sedgwick CMS shall deliver, at Client's sole cost, the hard copy files Sedgwick CMS has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick CMS), except those Sedgwick CMS has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick CMS or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts therefrom. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick CMS's option and Client shall have no recourse against Sedgwick CMS for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick CMS will also provide, pursuant to a written agreement with Client, its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick CMS's computer system(s).

6. Practice Of Law:

It is understood and agreed that Sedgwick CMS will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

7. Indemnification:

- A. Sedgwick CMS shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if Sedgwick CMS is named as a party to any litigation or proceeding, or is the subject of any claim or demand because of its actions on behalf of Client, Client agrees to indemnify, defend, and hold Sedgwick CMS harmless from any and all losses, damages, costs, judgments and expenses (including attorneys fees and costs) with respect to any such litigation, proceeding, claim or demand, unless and until a finding is entered to the effect that Sedgwick CMS failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick CMS agrees to indemnify, hold harmless and defend Client, its directors, officers, members, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick CMS in connection with its performance under this Agreement, provided that

such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or any of its members, or to Client's internal management or adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.

- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Client will indemnify, defend, and hold Sedgwick CMS, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick CMS from Client's acts or omissions in administering such claim.
- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick CMS shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. Client shall indemnify, defend and hold Sedgwick CMS, its officers, directors, employees and agents harmless for any loss, cost (including attorneys fees), claim or judgment which is attributable to Client's input or modification of data.
- D. The provisions of this section shall survive the termination of the Agreement.

8. **Network Security/Confidentiality:**

- A. If Client's access to JURIS requires a network connection (the "Network Connection") between Client's wide area network and Sedgwick CMS's wide area network, Sedgwick CMS and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
 - (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) medical records, reports and information, as well as any other non-medical

records, reports or information pertaining to claimants under the Program.

- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick CMS to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick CMS shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

9. **Notices:**

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick CMS, and to Blount County Government, Attention: Betsy Cunningham, 397 Court Street Maryville, TN 37801 in the case of Client.

10. **Successors:**

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

11. **Entire Agreement and Modification or Amendment:**

This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

12. **Applicable Law:**

The terms and conditions of this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles.

13. **Force Majeure:**

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its

obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick CMS, and that Sedgwick CMS shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

14. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may occur in connection with the execution, delivery and performance of this Agreement.

16. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

17. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick CMS provides a full range of medical management and investigative services to its clients, as well as structured settlements, Medicare set-aside, claim indexing services, imaging, auto-bill adjudication and extra-territorial claims administration services. Client recognizes and agrees that delivery of various of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick CMS. Invoices for these services will be paid as allocated expenses on individual claims, unless otherwise agreed between

Client and Sedgwick CMS. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick CMS, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick CMS receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

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

Blount Count, Tennessee, a political
subdivision of the State of Tennessee,
acting by and through Blount County
Risk and Insurance Management
Committee Government

By: 
Title: Chairman Risk Mgmt. Committee
Date: 11/15/05

Sedgwick Claims Management Services, Inc.

By: 
Title: Vice President
Date: 11/8/05

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick CMS is administering the self-insured workers compensation and automobile and general liability claims for Client as follows:

State Serviced	Sedgwick CMS Servicing Office
TN	Charlotte NC

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Besty Cunningham
Blount County Government
397 Court Street
Maryville, TN 37801
Telephone #: (865) 273-5781
Fax #: (865) 273-5783

On behalf of Sedgwick CMS, this service program will be coordinated by:

Audrey Morgan
16 Missionary Drive
Brentwood TN
Telephone #: (615) 776-8169
Fax #: (865) 583-8350

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

SERVICE FEES

Client shall pay the following fees for services provided during the term of this Agreement:

1. Per Claim Fees

A. Workers Compensation Per Claim Fees:

1)	Indemnity Claim	\$938 per claim
2)	Medical Only Claim	\$166 per claim
3)	Incident Only Claim	\$42 per claim

B. Liability Per Occurrence Fees:

1)	Bodily Injury Claim	\$551 per claim
2)	Property Damage Claim	\$248 per claim
3)	Catastrophic claims that create more than 10 Bodily Injury Claims	\$551 per claim for first 10 claims \$226 per claim each additional claim

C. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers compensation Qualified Claim:

- for which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or the time lost from work exceeds the state prescribed waiting period; or
- for which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney; or
- where paid medical costs exceed \$3,000; or
- denied claims that otherwise would have been classified as Indemnity Claims; or
- claims which Client requests to be investigated or classified as an Indemnity Claim; or
- any claim for which subrogation is investigated or pursued; or
- any claim open longer than twelve months.

D. For purposes of this Agreement, a "Medical Only Claim" shall mean any workers compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.

E. For purposes of this Agreement, an "Incident Only" shall mean claims reported by Client that require no payment or activity other than generating a record in JURIS. These claims carry no reserves and no contacts are made by Sedgwick CMS. If contacts are required on incident only cases, additional fees will apply.

- F. Client acknowledges that if an Incident Only Claim is converted to Medical Only Claim, or if a Medical Only Claim is converted to an Indemnity Claim, then Client shall pay the difference in the per claim fee between the per claim fee already paid and the applicable per claim fee after the claim's conversion.
- G. Client acknowledges that any liability claimant which files both a property damage claim and a bodily injury claim, or any combination thereof, will incur the above stated fee for administration of each claim filed by that claimant. Further, any event which creates liability claims filed by multiple claimants or multiple claims filed by the same claimant will incur the above stated fee for administration of each claim filed by each individual claimant.
- H. Client acknowledges that the per claim fees set forth in this section 1 are based on the assumption that Client will forward to Sedgwick CMS all claims arising under the Program within the applicable time period in a covered jurisdiction. In the event that Client does not forward to Sedgwick CMS all such claims, Sedgwick CMS may in its discretion adjust the per claim fees accordingly.

2. Miscellaneous Charges

- A. Program Management Fee \$10,000 per year
- B. viaOne Query access \$1,323 per user per year
- C. viaOne View access \$500 per user per year
- D. Standard data tapes \$550 per tape
- E. Telephonic reporting intake services \$20 per telephonic report
- F. Online reporting \$10 per online report
- G. Client shall pay for storage of claim files which were closed at the time that Sedgwick CMS obtained the Program. Sedgwick CMS's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

Sedgwick CMS shall invoice Client quarterly, in advance, in equal installments of \$18,575.25 based upon an estimated annual fee in the amount of \$74,301 for the period beginning August 22, 2005 through August 21, 2006. Shortly after August 21, 2006, or upon any termination of the agreement, Sedgwick CMS shall compare the installment amounts paid by the Client to actual fee due, based upon the charges set forth herein. Client shall promptly pay Sedgwick CMS any additional fees due or Sedgwick CMS shall reimburse Client for the amount of any overpayment, as the case may be.

4. Managed Care Charges

Client acknowledges that the following fees will be charged to the appropriate Qualified Claim file on an as incurred basis. The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Managed Care Services

Charges

Self-Review Scheduling (1)	\$1.30 per line plus 2 line header
Self-Review Scheduling (2)	\$1.30 per line plus 3 line header
Self-Review Scheduling (3)	35% of savings
Self-Review Scheduling (4)	27% of savings
Self-Review Scheduling (5)	27% of Savings
Self-Review Scheduling (6)	No charge
Self-Review Scheduling (7)	AWP - 6% + \$6.50
Self-Review Scheduling (8)	35% of savings
Self-Review Scheduling (9)	
Self-Review Scheduling (10)	\$300 per claim for the first 30 days; \$225 per claim 2 nd 30 days; \$150 per each 30 days thereafter
Self-Review Scheduling (11)	
Self-Review Scheduling (12)	\$90 per review
Self-Review Scheduling (13)	\$200 per review
Self-Review Scheduling (14)	\$92 per hour
Self-Review Scheduling (15)	
Self-Review Scheduling (16)	\$82 per hour plus direct expenses or per task pricing as shown below
Self-Review Scheduling (17)	\$625 per task assignment
Self-Review Scheduling (18)	\$525 per task assignment
Self-Review Scheduling (19)	\$525 per task assignment
Self-Review Scheduling (20)	\$450 per task assignment
Self-Review Scheduling (21)	\$600 per task assignment
Self-Review Scheduling (22)	\$400 per task assignment
Self-Review Scheduling (23)	\$750 per task assignment
Self-Review Scheduling (24)	\$350 per task assignment
Self-Review Scheduling (25)	\$545 per task assignment
Self-Review Scheduling (26)	\$650 per task assignment
Self-Review Scheduling (27)	\$82 per hour plus direct expenses
Self-Review Scheduling (28)	\$125 per hour; \$300 after hours charge

- (1) Exception states for line rates are Kentucky (4 line header), Texas (4 line header), Ohio (3 line header) and Michigan (3 line header). In some jurisdictions there may be additional nurse/physician advisor charges to line rates.
- (2) Exceptions to hourly rates are Alaska (\$104 per hour), California (\$98 per hour), Hawaii (\$95 per hour), and New York City Boroughs (\$95 per hour). There are applicable fee schedules for certain services in California, Georgia, Kansas, and Louisiana.

5. SIU Service Fees

Client acknowledges that the following fees shall be charged to the appropriate Qualified Claim file on an as incurred basis. The charges set forth below are the current fees for the services

listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Full Day Surveillance: Flat Rate Surveillance Service fee of \$600 per 8 hour day if performed by SIU staff member, \$600 per day if performed by vendor. (to include \$30 database search)

Half-Day Surveillance: \$360 Flat Rate

Fees for Claim Investigative Services (On-site investigations): \$67.50 per hour, portal-to-portal, includes investigative, travel, report documentation and supervisory review time. Additional expense of tolls, parking, records procurement charges will be invoiced at actual cost. Cellular calls - \$.25 per minute; Photographs - \$2 per photo; Videotape - \$20 each. Transcription of recorded interviews is \$35 per hour.

Professional Consulting: Professional consulting services will be invoiced at \$90.75 per hour. Necessary and required expenses will be invoiced at actual cost. Consulting services will include, but not limited to:

- Consultation to defense counsel, law enforcement and prosecution authorities upon request
- Investigator's individual interaction on a specific case investigation with the above parties are invoiced at the normal Case Rate of \$67.50 per hour (preparation of hearings/trials, etc.).

Additional Investigative Services

	PRICE
Comprehensive Nationwide Background Investigation	\$405
Field Activity Check/Neighborhood	\$347
Alive & Well Nationwide Check (Telephonic Only)	\$101
Field Casualty Interview (Field Alive & Well Check) [] Work Comp [] Liability [] Disability	\$143
Civil Only Check (up to 5 locations)	\$64 per location
Civil & Criminal Check (up to 5 locations)	\$117 per location
Criminal Conviction Check (up to 5 locations)	\$64 per location
Skip Tracing – Individual Locate	\$117
Real Property Search -- Statewide OR Nationwide	\$101 statewide or \$186 nationwide
Social Security Number Search	\$26.50
Motor Vehicle Registration Search	\$26.50
State Driver's History Record	\$42.50
National Individual Profile Report	\$53
Workers' Compensation State Records Check	\$53
Accident Scene Documentation	\$240
Low Impact Accident Investigation	\$508 \$278

Flat Rate Field Interview

- Hospital Checks	\$213
- Pharmacy Checks	\$213

** All fixed price field investigative services include two hours of travel and mileage. The prices set forth above are per search unless otherwise indicated. Additional travel is invoiced at \$35 per hour and \$.45 per mile.

6. Subrogation Recoveries

Sedgwick CMS shall pursue subrogation and Second Injury Fund recoveries as appropriate and all subrogation/recovery cases will be handled by our centralized recovery unit. Client shall pay Sedgwick CMS 15 percent (15%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense. Upon receipt of the recovery check, Sedgwick CMS shall deposit such checks and issue payment from its Accounts Payable system to Client for the net recovery (less Sedgwick CMS' fee). The net recovery check will be deposited into the Client owned bank account (when one exists) or forwarded directly to Client.

7. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick CMS undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick CMS for all costs associated with such collection action, including a reasonable attorney fee and court cost.

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) **Provider Fee Management** - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary ("UCR") data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) **Preferred Provider Organization ("PPO") Networks** - Sedgwick CMS will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc under the managed care program in conjunction with the Provider Fee Management service.
- (3) **Hospital Bill Review** - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis at Sedgwick CMS's or Client's request.
- (4) **Out of Network Bill Review** – Bills from out of network health care providers will be reviewed , and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state's fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) **Specialty Usual and Customary Review** – Sedgwick CMS' vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) **Field Case Management** - Sedgwick CMS will assign appropriate cases for field medical and vocational management services.
- (7) **Utilization Review**, which includes the following components:
 - (a) **Prospective Review** - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.
 - (b) **Concurrent Review** - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) **Retrospective Utilization Review**- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.

- (d) Peer Review - physician-to-physician contact to resolve treatment and diagnosis questions.
- (8) Pharmacy Services – Pharmacy program made available to Client's employees whereby a network of pharmacies, local to employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Telephonic Case Management services are described below and are available upon request and for an additional fee.

Additional Managed Care Services

Telephonic Case Management

Sedgwick CMS will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker's injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work ("RTW") and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.
- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick CMS claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional's judgment to determine if the case will be sent to a telephonic case management nurse.
- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in JURIS as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:

- ♦ Close based on a decision by the claims professional
- ♦ Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
- ♦ Be referred for Field Case Management

Documentation of this contact will be transmitted electronically to JURIS.

- Sedgwick CMS claims offices will receive standard, open, closed, referred, and savings

reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the parties.

- Also included in the telephonic case management product model are any required Prospective Utilization Review or Concurrent Utilization Review necessary to meet individual claim or statutory requirements. These product components are described below:
 - ♦ Prospective Utilization Review is a utilization review prior to treatment or admission conducted by an experienced registered nurse that can validate or negotiate the necessity, setting, frequency, intensity, and duration of care delivery.
 - ♦ Concurrent Utilization Review is the process of using experienced registered nurses to review planned procedures and treatments to optimize patient recovery in line with accepted clinical practice.
 - ♦ Prospective and Concurrent Utilization Review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work ("RTW") plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick CMS nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in JURIS as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.
- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick CMS claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

CALL CENTER SERVICE SCHEDULE

1. Sedgwick CMS will perform the following call center services:
 - A. Provide to the Client a toll free number owned by Sedgwick CMS to be used by Client and its employees to access the Sedgwick CMS telephonic claims intake center during the term of the Agreement between Client and Sedgwick CMS regarding a claims administration program for Client's Program as defined in Exhibit A.
 - B. Shall fill out the appropriate form as required by an applicable program or statute.
 - C. Provide a copy of the form to Client via fax, mail, or electronically as agreed with Client.
 - D. Provide a copy of the form via fax, or electronically to the Sedgwick CMS office responsible for managing the loss, as necessary.
2. Client agrees that:
 - A. Client shall provide Sedgwick CMS in a timely manner information to facilitate distribution of report copies by Sedgwick CMS.
 - B. Client shall pay to Sedgwick CMS a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part hereof, plus applicable taxes, if any.

SIU SERVICE SCHEDULE

Along with serving as a central referral and coordination unit in cooperation with subcontractors, the Sedgwick CMS Special Investigations Unit ("Sedgwick CMS SIU") will maintain a national vendor list of approved special investigation vendors based upon client and local Sedgwick CMS office preference. The Sedgwick CMS SIU will ensure that all vendors are properly licensed and maintain proper insurance coverage as mandated in vendor agreements with these firms. All invoices for vendor panel services will be coordinated and processed by the Sedgwick CMS SIU.

As defined herein, the following special investigation services shall be provided for the fees itemized in the attached Exhibit B:

1. Toll-free referral service during normal business hours.
2. Initial case review of all submissions to determine action plan.
3. Centralized management of vendor surveillance firms and maintenance of vendor agreements to ensure competitive rates, licenses and insurance overages are maintained.
4. Tracking and reporting of investigative results to demonstrate cost savings, and benchmarking of results to Sedgwick CMS and its clients.
5. Assistance with training and education of adjusters relative to SIU.
6. Assistance with local office compliance with state anti-fraud statutes.
7. Assistance for employer filing with statutorily mandated Fraud Plans.
8. Other investigative services as outlined in Exhibit B.

**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

November 17, 2005

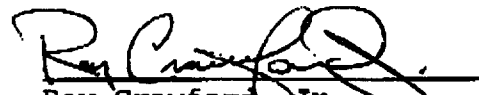
Blount County Commission
Blount County Courthouse
Maryville, TN 37804

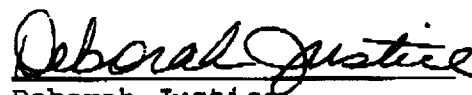
Dear Commission Members:

Due to the filing of an amended Business Tax Return by William D. Covington dba D.C. Marketing, this company is due a refund. They overstated their Gross Receipts for tax period April 1, 2004 thru March 31, 2005. This was paid to our office on Oct. 17, 2005.

We respectfully request the commission approve a refund in the amount of \$ 162.42, to reimburse them for their overpayment. Please mail their refund check to:

William D. Covington
dba D. C. Marketing
235 Jeania Lane
Maryville, TN 37801


Roy Crawford, Jr.
Blount County Clerk


Deborah Justice
Business Tax Supervisor

INTERGOVERNMENTAL COMMITTEE
MINUTES
November 8, 2005

The Intergovernmental Committee of the Blount County Board of County Commissioners met on Tuesday, November 8, 2005, at 7:00 p.m. at the Blount County Courthouse. Roll call was taken:

Keith Brock – present	Steve Gray – present	Dan Neubert – present
Bob Evans – absent	Steve Hargis – present	Shirley Townsend - present
Joe Everett – present	Jeff McCall – present	Mike Walker – present
Gary Farmer – present	Kenneth Melton – present	

There were 10 present and 1 absent. Chairman Gray declared a quorum to exist.

IN RE: MINUTES OF OCTOBER 11, 2005 MEETING.

Mike Walker made a motion to approve the minutes of the October 11, 2005 meeting. Keith Brock seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

IN RE: AD HOC COMMITTEE TO STUDY ENVIRONMENTAL COURT ISSUES.

Mike Walker made a motion to recommend the appointment of Gary Ferguson, Justin Teague, Ron Dunn, David Duggan, Bob Ramsey, a representative from the Solid Waste Authority, and Kristi Falco as a ex-officio non voting member to the Ad Hoc Committee to Study Environmental Court Issues. Keith Brock seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

**IN RE: RESOLUTION HONORING OUR MEMBERS OF THE TENNESSEE NATIONAL GUARD and
RESOLUTION TO URGE THE GENERAL ASSEMBLY TO CONSIDER LEGISLATION RELATIVE TO EMINENT DOMAIN.**

Mike Walker made a motion to recommend the resolutions to the County Commission. Gary Farmer seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

IN RE: ADJOURNMENT.

Chairman Gray declared the meeting to be adjourned.

PUBLIC SERVICES COMMITTEE
MINUTES
November 8, 2005

The Public Services Committee of the Blount County Board of County Commissioners met on Tuesday, November 8, 2005, at 6:00 p.m. at the Blount County Courthouse. Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - absent	David Graham - present	Robby Kirkland - present	Ernie Tallent - present
Dennis Cardin – present	John Keeble – present	Bob Ramsey – absent	
Donna Dowdy – present	Bob Kidd – present	Otto Slater – present	

There were 8 present and 2 absent. Keith Brock substituted for Bob Ramsey. Chairman Kidd declared that a quorum existed.

IN RE: MINUTES OF OCTOBER 11, 2005 MEETING.

David Graham made a motion to approve the minutes. Dennis Cardin 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 October 11, 2005 meeting.

IN RE: PROPOSAL FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION CONCERNING SR-336, BRIDGE AND APPROACHES OVER LITTLE BAKER CREEK (L.M. 0.52).

David Graham made a motion to send the proposal to the County Commission for approval. Ernie Tallent seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: HAROLD DRIVE.

John Keeble made a motion to recommend to the County Commission that a 200 foot portion of Harold Drive be added to the Official Roads List of Blount County. Donna Dowdy seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: REFERENDUM ON CONSOLIDATION OF GOVERNMENTS IN BLOUNT COUNTY.

John Keeble made a motion to place the item on the agenda of the full commission for discussion and possible action and ask the County Attorney for advice on the matter. Bob Arwood seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: HAZARD MITIGATION PLAN.

Dr. Susan Smith presented the Hazard Mitigation Plan to the committee. Robby Kirkland made a motion to send the plan to the County Commission for approval. Bob Ramsey seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: ADJOURNMENT.

Chairman Kidd declared the meeting to be adjourned.

BEER BOARD
REGULAR MEETING
NOVEMBER 8, 2005

The Blount County Beer Board met in regular session on Tuesday, November 8, 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; Ernie Tallent; and Roy Crawford, Jr., Beer Board Secretary. Chairman Kidd declared a quorum to exist.

IN RE: APPROVAL OF MINUTES OF OCTOBER 11, 2005 BEER BOARD MEETING.

David Graham 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.

Donna Dowdy made a motion to adjourn the meeting. John Keeble seconded the motion. A voice vote was taken with Chairman Kidd declaring the meeting to be adjourned.

FINANCE COMMITTEE/PURCHASING MEETING
Tuesday, October 4, 2005 – 5:30 p.m.
Room 430, Blount County Courthouse

Minutes

Members Present: Bill Dunlap, Alvin Hord, Kenneth Melton, David Graham,
Mike Walker, Dave Bennett (ex-officio),
Judy Hackney

Members Absent: Mayor Beverley Woodruff, Bob Kidd

Others Present: see sign-in sheet

Purchasing

Information Only

It was announced that a surplus auction was taking place Saturday, October 8, 2005 at Butler Wrecker Service. Sole source, emergency needs, gasoline and perishables purchased were submitted, as well as, all bids awarded through September 2005.

Approval of Minutes

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve the minutes from the September 8, 2005 Finance Committee/Purchasing meeting. The motion passed.

Increases/Decreases

(all increases/decreases are forwarded on to the full Commission for approval)

Circuit Court Clerk

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve a budget increase in the amount of \$10,000 to purchase information technology equipment as needed. The motion passed with 5 yes and 2 absent.

Sheriff's Department

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve a budget increase in the amount of \$73,136.70 to place monies in account from which In-Service was paid. The motion passed with 5 yes and 2 absent.

Emergency Management

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve a budget increase in the amount of \$25,624.18 to cover the additional cost of hurricane relief personnel. The motion passed with 5 yes and 2 absent.

Juvenile Drug Court

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve a budget increase in the amount of \$2,500 to allow for an increase in the JAIBG grant. The motion passed with 5 yes and 2 absent.

Transfers**Library**

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve a budget transfer in the amount of \$250 to cover miscalculations in the adopted budget for 2005-2006. The motion passed with 5 yes and 2 absent.

School Resource Officers

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve a budget transfer in the amount of \$6,390 to place monies in needed insurance account. The motion passed with 5 yes and 2 absent.

Sheriff's Department

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve a budget transfer in the amount of \$590 to place monies in needed salary account from the overtime account. The motion passed with 5 yes and 2 absent.

Litter Grant

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve a budget transfer in the amount of \$1,597.50 to place monies in insurance account. The motion passed with 5 yes and 2 absent.

Items requiring a purchase order

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve payment for the following invoices:

1. County Clerk-\$102.24 to Office Depot
2. Sheriff's Department-\$1,180 to Artistic Stitches

The motion passed with 5 yes and 2 absent.

Invoice date prior to purchase order date

The motion was made by Bill Dunlap and seconded by Alvin Hord to approve payment for the following invoices:

1. Sheriff's Department-\$2,500 to The Phoenix Group
2. Sheriff's Department-\$779.12 to Neill Sandler Ford
3. Sheriff's Department-\$1,995.88 to Neill Sandler Ford

The motion passed with 5 yes and 2 absent.

Invoice greater than 10% or \$50 of the purchase order

The motion was made by Bill Dunlap and seconded by Kenneth Melton to approve payment for the following invoice:

1. Emergency Management-\$362.64 to Carol E. Wilson Advertising

The motion passed with 5 yes and 2 absent.

Discussion/Possible Action

Number of Commission Members

The motion was made by Kenneth Melton and seconded by Bill Dunlap to send to the Intergovernmental Committee a resolution that would reduce the number of Commissioners from 21 to 11 and all monies saved from this action would be applied to the insurance fund. The motion passed.

Building Codes

It was determined that the interview process would begin with Dave Bennett, Betsy Cunningham, and Kenneth Melton. The person hired would start as of January 1, 2006.

Health Department

The Governor's office stated that the plan to move the Health Department to the old Library building had merit but they needed to check with legal staff to work out details regarding grant funding. No word as of October 3, 2005. When given approval by the Governor's office, construction will begin at that time.

Mileage Rate

The motion was made by David Graham and seconded by Bill Dunlap to approve a temporary increase in the mileage rate for employees using their personal vehicles 100% of the time to \$0.46 per mile. This rate will be looked at monthly by the Finance Committee. The motion passed with 5 yes and 2 absent. The item was then forwarded to the full Commission for approval.

Meeting adjourned 6:10 p.m.

INSURANCE/RISK MANAGEMENT MEETING
MONDAY, SEPTEMBER 24, 2005 @ 5:30 P.M.
COUNTY COMMISSION ROOM

VOTING MEMBERS PRESENT:	Chairman Jeff McCall, Keith Brock, Donna Dowdy, Ernie Tallent, and Mike Walker
VOTING MEMBERS ABSENT:	None
NON-VOTING MEMBERS PRESENT:	Tony Abbott, Jeff Clark, Judy Dixon, Troy Logan, and Melodie Walker
NON-VOTING MEMBERS ABSENT:	John Herron
OTHERS:	Mike Ellington, Jodie King, Don Stallions, Greg Chapman, Barbara Lane and Brenda Bodeman

MINUTES:

Commissioner Keith Brock made a motion to approve August 22, 2005, second by Commissioner Mike Walker. All in favor. Motion passed.

ITEMS TO BE ADDRESSED ON THE AGENDA:

No items to be addressed by the public at this time.

ITEMS TO BE ADDRESSED NOT ON THE AGENDA:

Judy Dixon wanted to be sure that flu shots where only going to be given to full-time employees. General discussion followed.

REVIEW OF MAJOR MEDICAL TRUST FUND:

Mike Ellington reviewed spreadsheets regarding balance, revenue, and expenditures and current status of trust funds.

DISCUSSION/POSSIBLE ACTION REGARDING SEDGWICK CMS CONTRACT:

Greg Chapman presented an addendum to extend service agreement to the Committee, which included the new fee schedule. Greg Chapman also advised the Committee as to some of the concerns that the Risk Management Department has with Sedgwick CMS such as lack of service, response, and pricing. General discussion also included the annual true-up bill from Sedgwick that is currently under review by Betsy Cunningham and concerns as to why would the County extended the contract if Sedgwick CMS is not servicing the County the way they should. Commissioner Donna Dowdy made a motion to continue with last year's fee schedule and for the Risk Management Department to proceed with an RFP for a new TPA provider, second by Commissioner Keith Brock. Roll call vote as follows: McCall-yes, Brock-yes, Dowdy-yes, Tallent-yes, and Walker-yes. Motion passed. Commissioner Mike Walker made an addendum to the motion to included that Chairman Jeff McCall be able to sign off on the addendum to the current contract if the County was able to get the contract extended on a month to month basis. All in favor. Motion passed.

ADJOURNMENT:



INSURANCE/RISK MANAGEMENT MEETING
MONDAY, OCTOBER 26, 2005 @ 5:30 P.M.
COUNTY COMMISSION ROOM

VOTING MEMBERS PRESENT:	Chairman Jeff McCall, Keith Brock, Donna Dowdy, and Ernie Tallent
VOTING MEMBERS ABSENT:	Mike Walker
NON-VOTING MEMBERS PRESENT:	Tony Abbott Judy Dixon, and Melodie Walker
NON-VOTING MEMBERS ABSENT:	Jeff Clark, Troy Logan, and John Herron
OTHERS:	Mike Ellington, Betsy Cunningham, Jodie King, Don Stallions, Greg Chapman, Barbara Lane and Brenda Bodeman

MINUTES:

Commissioner Keith Brock made a motion to approve September 24, 2005, second by Commissioner Donna Dowdy. All in favor. Motion passed.

ITEMS TO BE ADDRESSED ON THE AGENDA:

No items to be addressed by the public at this time.

ITEMS TO BE ADDRESSED NOT ON THE AGENDA:

A county employee addressed the Committee as to the reasoning he/she needed a gastric bypass for weight loss and explained why they thought it should be included in the County's Summary Plan Description. General discussion followed. Commissioner Keith Brock made a motion for Betsy Cunningham to research what other entities cover in the surrounding areas, second by Commissioner Donna Dowdy. Roll call vote as follows: Brock-yes, Dowdy-yes, McCall-yes, Tallent-yes, and Walker-absent. Motion passed.

Several school cafeteria managers and employees addressed the Committee as to why the Blount County Health Care Center was to be used by full-time County employees only. General discussion followed

Judy Dixon addressed the Committee regarding if flu shots were going to be given to full-time and part-time employees of the County. General discussion followed.

REVIEW OF MAJOR MEDICAL TRUST FUND:

Mike Ellington reviewed spreadsheets regarding balance, revenue, and expenditures and current status of trust funds.

UPDATE REGARDING SELECTION PROCESS OF INSURANCE BROKER/CONSULTANT:

Betsy Cunningham updated the Committee on the selection process of the Insurance Broker/Consultant. Ms. Cunningham advised the Committee that the field had been narrowed down to two(2) candidates: Willis Caroon and Strategic Employment Benefit Services and would be doing a second interview with them in the next couple of weeks.

DISCUSSION/POSSIBLE ACTION REGARDING SEDGWICK CMS CONTRACT:

Betsy Cunningham addressed the Committee regarding the action that was taken in last months meeting regarding the Sedgwick CMS contract. Ms. Cunningham advised the Committee that that action the Committee voted on during last months meeting was not the wishes of the Risk Management Department. Ms. Cunningham explained to the Committee the plan to move the County's TPA services to the Charlotte, NC office but go ahead and extend the current contract for a one year period because there was a sixty(60) day termination clause. Commissioner Keith Brock made a motion to renew the Sedgwick CMS contract for one year, second by Commissioner Donna Dowdy. Roll call voter as follows: Brock-yes, Dowdy-yes, McCall-yes, Tallent-yes, and Walker-absent. Motion passed.

ADJOURNMENT:

**BLOUNT COUNTY PLANNING COMMISSION
REGULAR SESSION
THURSDAY, SEPTEMBER 22, 2005
5:30 P.M.**

The Blount County Planning Commission met in regular session on Thursday July 29, 2005, at the Courthouse. Staff was represented by: John Lamb, Director of Planning and Douglas Hancock, Planner.

Commissioners Present: Chairman, Ed Stucky, Rick Brownlie, Joe Everett, Gary Farmer, Steve Gray, Tom Hodge, Bob Kidd, Bruce McClellan, Carl McDonald, Kenneth Melton, Bill Proffitt, and Jim Scully. Commissioners Absent: None.

The minutes of the August 25, 2005 regular monthly meeting were approved. Prior to the meeting, these were mailed to members for review.

HEARINGS

Concept Plans: None.

Preliminary Plats – Major Subdivisions:

Agape Woods:

Agape Woods Subdivision off Laurel Road in Laurel Valley is a proposed 10 lot subdivision with three existing lots along a proposed paved private road. The Planning Commission approved the preliminary plat at the September 2002 regular meeting. The plat is beyond it's currency by two years.

Mr. Roland Hayes developer of the property addressed the Commission at this time. Mr. Hayes could not attend the August meeting. He stated that they had gained previous preliminary approval of the subdivision and due to health problems and other personal problems had not been able to fulfill requirements for the final plat stage.

Mr. Hancock stated that there were now two outstanding issues. The school and roads situation has changed since the preliminary plat was approved making the plat analysis different. He stated that staff could not recommend for more than 4 lots during a twelve month time frame unless the developer could produce compelling evidence listed under Section 6.1 (2) of the Subdivision Regulations. According to the county road list Laurel Valley Road is 18' – 19' wide. Mr. Tony Abbott engineer for the Highway Department stated that Laurel Valley Road is adequate to accommodate the development. He stated that minor work needed to be done such as extension of pipes and some shoulder work. The improvements are minor.

The proposed subdivision is located within the Townsend Elementary School, Heritage Middle School, and Heritage High School zones. Heritage Middle School has been classified as “Intolerable” by the Blount County School Board. Mr. Hayes stated that there were only 2 children in Laurel Valley that attend Blount County Schools. He also stated that as of this time the only potential buyers were in the market for vacation or retirement homes.

Commissioner McDonald asked if he would be willing to restrict the lots under the federal law with regard to not having children under the age of 19 live in the development. Mr. Hayes stated that he would be willing to add those restrictions. Commissioner McDonald replied that he would need to bring the necessary documents back to the Planning Commission.

Commissioner McDonald then asked if he would be willing to restrict to selling 4 lots per year. Mr. Hayes replied that he would be agreeable to the 4 lot per year restriction also.

Commissioner Stucky explained that his options were to agree to a 4 lot per year maximum until the school situation is relieved or to establish covenants on the deed which would restrict selling to families with children over the age of 19. Mr. Hayes stated that based on the information given, that he could only build on 4 lots per year.

Planning Department recommended for approval of the preliminary plat with a 4 lot per year restriction at final plat subject to:

- Drainage easements will be required on a future final plat inclusive of all drainage facilities.
- Lots 11, 12, and 13 must have driveway access only off the proposed new road.
- All lots created in this subdivision must be part of the Laurel Valley Home Owner’s Association. The Association will determine, prior to final plat approval, whether or not the new paved sections will be accepted for maintenance responsibility by the Association. If not, these lots will additionally be responsible for maintenance of the new road sections independent of the Laurel Valley Home Owner’s Association.
- All erosion control must be in place prior to any on-site construction. A pre-construction conference with Engineering and Planning staff on-site with the developer and all contractors is required prior to commencing any construction, and the previous work completed on site has been done at the risk of the developer. All drainage and detention facilities must be certified as being built in accordance with the project engineering plans. State and county grading permits shall be supplied to staff at time of the pre-construction meeting.
- Payment of the \$40.00 per lot platting fee prior to final plat.

Commissioner McDonald made the motion to approve the preliminary plat as recommended by staff with a 4 lot per year restriction at final plat stage. Commissioner Brownlie seconded the motion. The motion received unanimous approval.

Green Communities Properties:

Green Communities Properties off Dunlap Hollow road is a proposed 4 lot subdivision to be served by a proposed 25' common driveway easement with one lot having road frontage. Planning and Engineering staff recommended for preliminary plat approval subject to:

- Special instructions listed in the staff analysis for the construction of the common driveway.
- Copy of SWPPP and county grading permit.
- Pre-development conference with staff prior to construction.
- Payment of \$20.00 per lot platting fee prior to final plat.

Commissioner Kidd made the motion to approve the plat as recommended by staff, seconded by Commissioner Scully. The motion to approve the preliminary plat received unanimous approval.

Griffitt's Mill off Mint Road:

Griffitt's Mill off Mint Road is a proposed 117 lot subdivision to be served by proposed new private roads. Subject to resolution of roads and school issues 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 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 all state and county permits prior to the pre-construction conference or any on-site construction activities. Supply copies of any and all plans and permits with the Corps of Engineers to Planning staff.
- Supply information regarding the Sanitary Sewer System including documentation of the management and operation of the on-site system by a public utility and sewer plans.
- All drainage and detention facilities must be certified as being built in accordance with the project engineering plans and specifications prior to final plat submittal.
- Payment of the \$40.00 per lot platting fee prior to final plat.

Mr. Wesley Kerr developer for the project addressed the Commission at this time. Mr. Kerr stated that they had taken a conservation minded approach in the design of this development. He stated that they had identified primary and secondary conservation areas and evaluated home sites, forest, and green space, blending streets and walking trails within the community. The

environment is the biggest asset to these sites and the biggest priority will be to preserve and enhance the natural beauty of the property. He stated that they will have approximately 3.5 miles of walking trails through the clustered neighborhood connecting to the common area and extending to the railroad bed and will meander through the natural, unimproved green space. Mr. Kerr stated that the preservation of the Mint Community history will be important in this project. Plans include an area to be rezoned to build a water driven grist mill back on its' original site. He stated that the community amenities are targeted towards empty nesters, retirees, semi-retirees and active adults. Both federal and state laws prohibit discrimination based on family status as it pertains to housing. Both have carved out some exceptions for the development of the intent for seniors housing. The category that they have designed for and are proposing is that the community be age restricted to those 55 and older. They would prefer to be age targeted rather than restricted, but to comply with the current regulations and to do their part to insure that the development will not impact schools they will age restrict the development. They do ask that when the schools in this district are no longer classified "Intolerable" that the age restrictions would expire and would be verified by the Planning Commission.

Commissioner McDonald stated that he has no problem with the age restriction being lifted if the school problem is solved. He stated that if the problem reappears that there is no mechanism for the rule to be re-established. Commissioner McDonald asked what type of document the age restriction would be included on noting that restrictions could be changed by the owners of the land. Mr. Kerr replied that the age restriction would be included in the Home Owner's Association documents with a disclosure to be signed by each property owner.

Commissioner McDonald asked if the members of the Home Owner's Association would be able to change the restrictions. Mr. Kerr replied that they could be set up to expire whenever the school situation changed. Commissioner McDonald stated that there was nothing in the paper work thus far that would give the County the right to enforce the restrictions should the schools or the roads be an issue in the future. He stated that it doesn't do any good to say that it will be restricted to a certain age and get the preliminary and final approval. He stated that in the event that something were to happen in the future that triggers schools and roads there is no mechanism in this for the County to be able to enforce it. The problem lies in the fact that once the plats are approved, the restrictions can be changed by a vote of the Home Owner's Association.

Mr. John McArthur attorney for the developer stated that there were both Federal and State laws that carves out the exception for discriminating against families. The design of the plan would remain in effect. Commissioner McDonald asked if the Federal law would allow the County to render the restrictions invalid once the development is set up pursuant to those guidelines. Mr. McArthur stated that the County could not. The developers have to comply with the Federal Law as long

as it is an age restricted community. The design to accommodate the school situation is to say that once this district is declared "Tolerable" again that those restrictions would cease unless the majority of the lot owners choose to extend those. He explained that it would be no different than the Commission approving a plat for 140 or 150 lots during a time when the schools are "Tolerable" and then five to ten years later the schools being "Intolerable" again. He stated that the property owners would know on the front end that these restrictions with regard to the age restrictions may change upon a change in the school situation.

Commissioner McClellan made the motion to approve the preliminary plat as recommended by staff with the inclusion of the covenants of an age restricted community, seconded by Commissioner Gray.

Mr. Tony Abbott, engineer for the County Highway Department reported that there were no major problems with the roads that have to be addressed. There are a couple of places that need to be addressed, but the Highway Department has an agreement with the developer for the improvements to be made prior to final plat.

A roll call vote was taken:

Commissioner Brownlie – Yes
Commissioner Everett – Yes
Commissioner Farmer – Yes
Commissioner Gray – Yes
Commissioner Hodge – Yes
Commissioner Kidd – Yes

Commissioner McClellan - Yes
Commissioner McDonald - Yes
Commissioner Melton - Yes
Commissioner Proffitt - Yes
Commissioner Scully - Yes
Commissioner Stucky – Yes

The motion to approve the preliminary plat passed unanimously.

Homestead West Unit 2:

Mr. Lamb read the following from staff report for the record. Naterra Land, Inc. resubmitted preliminary plat for Homestead West Unit 2 off of East Millers Cove Road. The plat is the same plat that was denied approval at the May 26, 2005 meeting, with the exception of the addition of note 17 as follows:

Pursuant to action taken August 4, 2005 by the Blount County Board of Zoning Appeals the applicant was granted a variance from the strict application of 6.1(2) of the Subdivision Regulations of the Blount County Regional Planning Commission.

The Board of Zoning Appeals does not have authority over matters of Subdivision Regulations, and thus has no authority to grant variance to provisions of the Subdivision Regulations. Only the Planning Commission has authority to grant variance to provisions of the Subdivision Regulations as

provided in Section 1.13. Section 1.13(3) requires the following: "A petition for any such variance shall be submitted in writing by the sub-divider at the time when the preliminary plat is filed for the consideration of the Planning Commission. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner." Naterra Land has not submitted a request for variance to the Planning Commission.

The denial of plat approval from the May 26 meeting is presently being appealed in the Courts by Naterra Land. Legal counsel for the Planning Commission has responded. Both appeal and response have been forwarded to the Planning Commission separately. The plat is thus presently subject to litigation at a higher level. The record of plat consideration for purposes of litigation was closed at the May 26 meeting. Staff will not provide further analysis of the plat at this time.

The Planning Commission has 60 days in which to act on the preliminary plat, either to approve the plat, approve the plat with conditions, or deny plat approval. Except upon request for deferral or extension by the applicant sub-divider, the plat will be considered automatically approved by default if no action is taken within 60 days.

There has been no material change in situation of the plat since last consideration on May 26. Given past consideration and action by the Planning Commission in regards to this plat, action to again deny plat approval as an affirmation of the previous action may be appropriate, bringing forward and referencing the record and proceedings up to and including the May 26, 2005 meeting.

Commissioner Brownlie made the motion that the Blount County Regional Planning Commission considers the August 4, 2005 action by the Blount County Board of Zoning Appeals upon request of Naterra Land Company, Inc. for a variance to the strict application of Section 6.1(2) of the Subdivision Regulations of the Blount County Regional Planning Commission be null and void and declares that such action of the Blount County Board of Zoning Appeals will be given no effect by the Blount County Regional Planning Commission. Commissioner Melton seconded the motion. The motion received unanimous approval.

Commissioner Stucky explained that as Mr. Lamb indicated, the Planning Commission has 60 days in which to act on the preliminary plat either to approve the plat, approve the plat with conditions, or deny plat approval. Except upon request for deferral or extension by the applicant subdivider, the plat will be considered automatically approved by default if no action is taken within 60 days. Given that consideration, the plat has been resubmitted to the Planning Commission for action. The Planning Commission understands that the plat has not changed from the previous submission other than the addition of note concerning the Board of Zoning Appeals action which the Planning Commission

declared null and void. Mr. Stucky stated that the Planning Commission needed to take action to deny, defer, or approve. Commissioner Brownlie made the motion to deny the plat, seconded by Commissioner Hodge. A roll call vote was taken:

Commissioner Brownlie – Yes
Commissioner Everett – Yes
Commissioner Farmer – Yes
Commissioner Gray – Yes
Commissioner Hodge – Yes
Commissioner Kidd – Yes

Commissioner McClellan - No
Commissioner McDonald - Abstain
Commissioner Melton - Yes
Commissioner Proffitt - Yes
Commissioner Scully - Yes
Commissioner Stucky – Yes

The motion to deny the plat passed with 10 yes votes, 1 no vote and 1 voting to abstain.

River Ford Subdivision:

The River Ford Subdivision off River Ford Road is a proposed 29 lot subdivision to be served by a proposed new county road. Subject to comments of the Highway Department and confirmation of previous consensus of the Planning Commission on schools, Planning, Engineering and Environmental Health Department staff recommended for preliminary plat approval subject to:

- Drainage easements will be required on a future final plat inclusive of all drainage facilities. All lots created in this subdivision must be part of a Home Owner's Association for maintenance of the drainage facilities.
- All road and drainage changes must be supplied to staff prior to a pre-construction meeting.
- All erosion control must be in place prior to any on-site construction. A pre-construction conference with Engineering and Planning staff with the developer and all contractors is required prior to commencing construction. All drainage and detention facilities must be certified as being built in accordance with the project engineering plans. State and County grading permits shall be supplied to staff at time of the pre-construction meeting.
- Payment of the \$40.00 per lot platting fee prior to final plat.

Mr. Tony Abbott, engineer for the Blount County Highway stated that the road had been measured and at its' most narrow point was 19 feet. There are no pinch points in the road and there is a minimum amount of shoulder work that needs to be done. He stated that the roads are not an issue.

Commissioner Everett made the motion to approve the preliminary plat as recommended by staff, seconded by Commissioner Kidd. The preliminary plat was approved unanimously.

Final Plats: Major Subdivisions: None.

Preliminary and Final Plats – Major Subdivisions: None.

Preliminary and Final Plats – Minor Subdivisions:

Michael and Jama Crye Property:

The Michael and Jama Crye Property is a proposed 2 lot subdivision and a remainder greater than 5 acres with 1 lot to be served by a 25' easement. Planning Department staff recommended for preliminary and final plat approval subject to:

- Final Signature plats with all utilities and with any revisions from the Environmental Health Department.
- Shared driveway note.
- Payment of the \$20.00 per lot platting fee.

Commissioner Brownlie made the motion to approve the preliminary and final plat as recommended by staff, seconded by Commissioner Farmer. The motion to approve the preliminary and final plat received unanimous approval.

Jack Clemmer and Annette Reed Property:

The Jack Clemmer and Annette Reed Property is a proposed 4 lot subdivision along the existing county roads. Planning, Engineering, and Environmental Health Department staff recommended for preliminary and final plat approval subject to:

- Final signature plats with all utilities and with any revisions from the Environmental Health Department.
- Driveway restrictions on corner lot to be noted on the plat.
- Payment of the \$20.00 per lot platting fee.

Commissioner Melton made the motion to approve the plat as recommended by staff, seconded by Commissioner Proffitt. The motion to approve the preliminary and final plat received unanimous approval.

Miscellaneous Items:

Extension of Preliminary Plat for Shady Creek Subdivision:

The preliminary plat for Shady Creek Subdivision was approved at the August 2004 Planning Commission meeting. The item was deferred at the July 2005 regular meeting. The item was deferred without prejudice at the August 2005 regular meeting. Planning Department staff recommended that extension of the preliminary plat be granted. Commissioner Scully made the motion to grant the extension of the preliminary plat for Shady Creek. Commissioner Everett seconded the motion.

Commissioner Farmer asked if Williamson Chapel Road meets the requirements for the 18 foot 2 foot shoulder requirement for new developments. Mr. Ron Sharp engineer for the Blount County Highway Department stated that there are some pinch points that are below the requirements but will have an adequate width after it is paved in the fall. Mr. Sharp explained that the driveways will come off the new paved county road to be located on Williamson Chapel Road. Mr. Lamb stated that this would be an issue if this were a new plat coming in. This plat had been approved prior to the 18 foot 2 foot standard.

A roll call vote was taken on the motion to renew the preliminary plat:

Commissioner Brownlie – No	Commissioner McClellan - Yes
Commissioner Everett – Yes	Commissioner McDonald - Yes
Commissioner Farmer – No	Commissioner Melton - Yes
Commissioner Gray – Yes	Commissioner Proffitt - Yes
Commissioner Hodge – Yes	Commissioner Scully - Yes
Commissioner Kidd – Yes	Commissioner Stucky – Yes

The motion to renew the preliminary plat passed with 10 yes votes and 2 no votes.

Request for Variance for lot size by Rex Seaton:

Mr. Lamb stated that there was a lengthy analysis in the staff memo regarding this request. Mr. Lamb explained that there were two existing houses on the property that had been legally established. They are on a lot that would not accommodate that situation under present regulations. Mr. Seaton has stated that these two houses could be divided off onto two separate lots and still retain all the requirements other than lot size. He is requesting a variance of lot size. Mr. Lamb stated that appropriate conditions could be requiring that the Environmental Department certify that the two septic systems already present are functioning properly and that there is sufficient area available on the proposed lots for reserve septic capability, therefore meeting all requirements other than lot size.

Planning Department staff recommended for approval of the variance request with the conditions stated by Mr. Lamb and with the conditions that the Board of Zoning Appeals also consider favorably any required variance from zoning regulations. Mr. Lamb explained that this was a matter where there is a minimum lot size in the Subdivision Regulations, Zoning has a minimum lot size and for the Planning Commission to vary one, does not bind the Board of Zoning Appeals to any action on their part. The Board of Zoning Appeals would have to grant a variance based on hardship also.

Mr. Gary Ferguson Director of the Environmental Health Department stated that he had not reviewed the site in question.

Commissioner McDonald made the motion to defer the plat so that the site can be reviewed by the Director of Environmental Health. The motion was seconded by Commissioner Kidd.

Commissioner McClellan asked about the dedication of right-of-way on Seaton Road and Spruce Hill Road. Mr. Lamb stated that he would have to dedicate sufficient right-of-way in order to have 25 feet off the center line of Seaton Lane and Spruce Hill Road which might further reduce the area of the property.

The motion to defer the request for variance received unanimous approval.

Variance request for septic capability for Lot 4 of the Raymond Pryor Property:

Mr. Pryor requested a variance from the requirement of septic capability for a proposed lot located on Pryor Road. The proposed lot has been evaluated for private septic and was found not to have adequate soils to meet requirements for subdivision into a separate lot. Mr. Pryor claims hardship in not being able to divide and sell the lot for non-residential purposes. Planning Department staff cannot recommend for approval of a lot that will not accommodate the septic needs of a three bedroom home with adequate soils, septic field line area and reserve area for repair as required by the Subdivision Regulations. Staff recommends the variance be denied.

Mr. Pryor addressed the Commission explaining that the person interested in purchasing the property wants to use it to pasture horses. He stated that he had no problem with noting on the plat or restricting it by deed restrictions that the property could never be built on.

Commissioner Everett made the motion to deny the plat based on staff recommendation. The motion was seconded by Commissioner Proffitt. The motion to deny the plat received unanimous approval.

Site Plans:

Invesco Properties at 228 Dunavant Drive:

The site plan for Invesco Properties (for KOIDE) located at 228 Dunavant Drive is for an additional building to be located on an adjacent lot. The proposed 31,500 square foot structure is to be used for warehousing. The property is located in the Stock Creek Industrial Park and is zoned industrial. According to the site plan all building setbacks will be met and buffering is not required for this project. Parking will be handled by the 9 spaces shown on the site plan and the existing

parking area not shown on the adjacent property. The parking will be adequate for the use intended. The site plan has been approved by the design board for the Stock Creek Industrial Park. Mr. Fields recommended for approval of the site plan.

Commissioner Brownlie made the motion to approve the site plan as recommended by staff, seconded by Commissioner Kidd. The site plan received unanimous approval.

Long Range Planning

Continued discussion on capital improvement programming and capital budgeting:

Mr. Bennett requested that this be sent to the Financial Management Committee before presenting to the Planning Commission. Mr. Lamb recommended that this item be taken off the agenda until further notice.

Consideration of amendment to the Zoning Reolution to allow and regulate sport shooting ranges:

This item comes to the Planning Commission as a referral from the Public Services Committee for the Planning Commissions consideration. A proposed amendment for consideration was included in the staff memo. After discussion, the following changes were made:

- OUTDOOR SPORT SHOOTING RANGE: an outdoor area, not enclosed in a building, designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, archery, or any other sport shooting activity, but does not include police or military firing ranges operated by any level of government and does not include not for profit charity events.

Commissioner McDonald made the motion to approve the resolution with recommended changes, seconded by Commissioner Everett. The motion received unanimous approval. The recommendation will now be sent to the County Commission for approval.

Consideration of amendment to the Subdivision Regulations to set minimum lot size and other standards in relation to private septic disposal:

This item was referred back to the Subdivision Regulation Review Committee, as requested by the Planning Commission at the last regular meeting. Changes discussed were included in the staff memo. Commissioner Stucky explained that because of environmental health issues that Gary Ferguson had recommended that the minimum lot size be increased to 30,000 square feet for a lot on public water with private sewer. The minimum lot size for a lot without public water and

having private sewer would increase to 35,000 square feet. The area of the lot must increase for lots having a well and septic.

Commissioner Brownlie made the motion to hold a public hearing on November 22, 2005 to approve the proposed amendment to the Subdivision Regulations as recommended by staff, seconded by Commissioner Melton. The motion received unanimous approval.

Discussion on application on new regulations to renewal of preliminary plats:

Discussion was held regarding the renewal of preliminary plats. The Planning Commission directed the Subdivision Regulation Review Committee to discuss the possibility of adding guidelines to the Subdivision Regulations.

Discussion of alternatives in applying four lot plat limit per twelve month period in relation to inadequate infrastructure of roads and schools:

This issue comes before the Commission per the request of Mr. Phil French. Mr. Lamb stated that Mr. French was not in attendance and that in all fairness to him suggested that this item be deferred to the October meeting.

Discussion of Growth Strategy implementation agenda:

Due to time restraints this item will be deferred to the October meeting.

Discussion on scheduling future consideration of long range planning items:

Mr. Lamb suggested scheduling additional meetings beginning in January to cover several long range planning items that needed to be addressed. Discussion was held at this time regarding Planning Commission training sessions.

Announcement of Environmental Health Action Team town meeting October 3 at Library:

The Environmental Health Action Team town meeting will be held October 3 at the Blount County Public Library at 5:30.

Staff reports.

Mr. Lamb reported that the information reviewed in the Zoning Regulations regarding the low density development in the R-2 zone would be included in the staff memo for the October Planning Commission meeting.

Adjournment.

The Chairman declared the meeting adjourned.

Secretary

JAIL INSPECTION COMMITTEE
Wednesday, October 19, 2005 - 4:00 p.m.
Blount County Justice Center

MINUTES

Members Present: Jerry Marrow - Chairman, Bill Judkins, and Dan Campbell

Members Absent: Dave Bennett

Others Present: Correction Officer

Prisoner Count:

- 338 Prisoners (267 males, 71 females)

Observations:

Public Lobby	-	O.K. Very Clean.
Hallways	-	O.K.
Intake	-	O.K. Clean.
Visitation Area	-	O.K.
Medical	-	O.K.
Other	-	
Kitchen	-	O.K. Very Clean. Good Menu.
Laundry	-	O.K. Clean.
Briefing Room	-	O.K.
Records Office	-	O.K.

C Pod - Clean.

C-1	-	O.K. - Female Cells O.K.
C-2	-	O.K.
C-3	-	O.K.
C-4	-	O.K.
C-5	-	O.K. - Shower needs Painting.
C-6	-	O.K. - Shower needs Painting.
C-7	-	O.K.

D Pod - Clean.

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.

INFORMATION ONLY

ITEM

- 1. Year-To-Date Increases/Decreases**
- 2. Posted Transfers**

NOVEMBER 01, 2005
REPORT 615-103

BLOUNT COUNTY, TENNESSEE
FUND ACCOUNTING SYSTEM
BUDGET INCREASE/DECREASE FOR YEAR THROUGH OCTOBER 31, 2005

PAGE 1

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
101		058900	PHASE II OF CIVIC ARTS CTR REPOST		05002483
		499998	GENERAL GOVERNMENT	60,000.00+	
			FUND BALANCE	60,000.00+	
101		054430	KATRINA FUNDS TO BE REIM. BY FEMA		05003138
		472300	DISASTER RELIEF	10,500.00+	
			DISASTER RELIEF	10,500.00+	
101		052310	F T EMPLOY DUE TO A 4 YR REAPPASIAL		05003203
		481001	REAPPRAISAL PROGRAM	50,000.00+	
			CITY OF MARYVILLE	50,000.00+	
101		054440	PURCHASE EQUIP. FOR TRAING IN EMRG		05003204
		475912	ORANGE ALERT GRANT	503,758.00+	
			OTHER FED THRU STATE- TEMA 83.534	503,758.00+	
101		052400	COMPENSATE EMPLOY FOR CPS CERTIFICATE		05003205
		456101	COUNTY TRUSTEES OFFICE	2,684.00+	
			TRUSTEE FEES	2,684.00+	
101		055115	BDGT SET UP FOR OZONE AIR STUDY		05003206
		449919	NATIONAL ASSOCIATION OF COUNTY & CIT	2,163.55+	
		499998	OZONE AIR QUALITY STUDY	3,836.45-	
			FUND BALANCE	6,000.00+	
101			FUND TOTALS		
101			EXPENDITURE TOTAL	629,105.55+	
101			REVENUE TOTAL	629,105.55+	
128		053206	FUNDS TO COVER MERIT INCRE NOT IN BD		05003207
		499998	DRUG COURT	3,120.00+	
			FUND BALANCE	3,120.00+	
128			FUND TOTALS		
128			EXPENDITURE TOTAL	3,120.00+	
128			REVENUE TOTAL	3,120.00+	
131		061000	ENVIRONMENTAL SERVICES		05003202
		445400	ADMINISTRATION	42,000.00+	
			SALE OF PROPERTY	42,000.00+	
131			FUND TOTALS		
131			EXPENDITURE TOTAL	42,000.00+	
131			REVENUE TOTAL	42,000.00+	
141		071100	PURCHASE PLATO SOFTWARE FOR WBHS		05004977
			REGULAR EDUCATION PROGRAM	45,000.00+	

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 OCTOBER 31, 2005

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		469810	SPECIAL ED NCLB STATE GRANT	25,000.00+	
		498011	OPERATING TRANSFERS	20,000.00+	
141			INCREASE PRESCHOOL BUDGET GIFT REC.		05004978
		073400	STUDENT BODY ACTIVITIES	500.00+	
		445700	CONTRIBUTIONS & GIFTS	500.00+	
141			INCREASE FOR FP AND TBI BACKGRND CKS		05004979
		072310	BOARD OF EDUCATION SERVICES	15,000.00+	
		449901	MISCELLANEOUS REVENUE	15,000.00+	
141			INCREASE IN FIRE PROTECTION FEE		05004980
		072610	OPERATION OF PLANT	20,122.00+	
		401100	CURRENT PROPERTY TAX	5,000.00+	
		401200	TRUSTEE'S COLLECTIONS-PRIOR YEAR	5,000.00+	
		402700	BUSINESS TAX	10,122.00+	
141			INCREASE BDGT FOR DIESEL FUEL ADJ.		05004981
		072710	TRANSPORTATION	180,000.00+	
		499998	FUND BALANCE	180,000.00+	
141			LOTTERY GRNT BDGT BASED ON ST. AWARD		05004982
		073400	STUDENT BODY ACTIVITIES	77,566.00+	
		465150	SOCIAL SECURITY STATE MATCHING	77,566.00+	
141			FUND TOTALS		
141			EXPENDITURE TOTAL	338,188.00+	
141			REVENUE TOTAL	338,188.00+	
142	10601		RECON DIFF BTWN TITLE 1 2005-2006 01		05005385
		071100	REGULAR EDUCATION PROGRAM	41,046.67-	
		072130	OTHER STUDENT SUPPORT	800.00-	
		072210	REGULAR INSTRUCTION PROGRAM	38,859.67+	
		099100	OPERATING TRANSFERS	25,137.00-	
		471410	ECIA-CHAPTER I	28,124.00-	
142	20601		BAL ACCTS FOR TITLE V PROJ 20601		05002486
		071100	REGULAR EDUCATION PROGRAM	7,029.00-	
		072210	REGULAR INSTRUCTION PROGRAM	8,839.00-	
		471420	TITLE VI	15,868.00-	
142	20601		BAL ACCOUNTS FOR TITLE V PROJ 20601		05003183
		071100	REGULAR EDUCATION PROGRAM	195.00-	
		471420	TITLE VI	195.00-	
142	30501		TO CONTINUE IDEA PROJ 30501 THRU9/30		05001253
		071200	SPECIAL EDUCATION PROGRAM	380,736.68+	
		072220	SPECIAL EDUCATION PROGRAM	107,059.48+	

BLOUNT COUNTY, TENNESSEE
FUND ACCOUNTING SYSTEM
BUDGET INCREASE/DECREASE FOR YEAR THROUGH OCTOBER 31, 2005

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		072710	TRANSPORTATION	3,465.90+	
		471430	EDUCATION OF THE HANDICAPPED ACT	491,262.06+	
142	30501		BALANCE ACCTS FOR IDEA PROJ 30501		05004306
		071200	SPECIAL EDUCATION PROGRAM	208.89+	
		471430	EDUCATION OF THE HANDICAPPED ACT	208.89+	
142	30601		CORR BEG BAL FOR IDEA PROJ 30601		05002484
		071200	SPECIAL EDUCATION PROGRAM	120,349.00+	
		072220	SPECIAL EDUCATION PROGRAM	56,285.00-	
		072710	TRANSPORTATION	5,283.00+	
		099100	OPERATING TRANSFERS	35,000.00-	
		471430	EDUCATION OF THE HANDICAPPED ACT	34,347.00+	
142	40601		CORR BEG BAL FOR IDEA PROJ 40601		05002485
		071200	SPECIAL EDUCATION PROGRAM	136.00+	
		471430	EDUCATION OF THE HANDICAPPED ACT	136.00+	
142	50601		CORR BEG BAL FOR DRUG FREE PRJ 50601		05002487
		072130	OTHER STUDENT SUPPORT	2,083.00-	
		475900	OTHER FEDERAL-STATE	2,083.00-	
142	60501		ADJUST CARL PERKINS GRANT 04-05		05004181
		071300	VOCATIONAL EDUCATION PROGRAM	7,000.00+	
		471310	BASIC VOCATIONAL	7,000.00+	
142	60601		ADJUST CARL PERKINS GRANT 05-06		05002289
		071300	VOCATIONAL EDUCATION PROGRAM	65,001.00+	
		072130	OTHER STUDENT SUPPORT	6,000.00+	
		072230	VOCATIONAL EDUCATION	4,000.00-	
		471310	BASIC VOCATIONAL	67,001.00+	
142	70511		EST. CARRYOVER BDGT FOR 06-06 TITLII		05004182
		072810	CENTRAL AND OTHER	4,912.83+	
		471421	TITLE II, PART D	4,912.83+	
142	70521		SET UP ACCOUNTS FOR CO BDGT IN 70521		05003806
		072210	REGULAR INSTRUCTION PROGRAM	8,093.61+	
		471890	TITLE II	8,093.61+	
142	70601		CORR BEG BAL FOR TITLE II PROJ 70601		05002488
		071100	REGULAR EDUCATION PROGRAM	23,279.34+	
		072210	REGULAR INSTRUCTION PROGRAM	28,717.34-	
		471890	TITLE II	5,438.00-	
142	70611		ESTABLISH BDGT FOR TITLE II PART D		05001252
		072810	CENTRAL AND OTHER	13,545.00-	
		471421	TITLE II, PART D	13,545.00-	

BLOUNT COUNTY, TENNESSEE
FUND ACCOUNTING SYSTEM
BUDGET INCREASE/DECREASE FOR YEAR THROUGH OCTOBER 31, 2005

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
142	80601		ADJ VOC. TRANSITION GRANT BDGT		05002489
		071300	VOCATIONAL EDUCATION PROGRAM	31,737.00-	
		475906	VOCATIONAL TRANSITION GRANT	9,977.00-	
		498000	OPERATING TRANSFERS	21,760.00-	
142	81601		DECREASE BDGT, WILL NOT RECV GRANT		05000943
		071300	VOCATIONAL EDUCATION PROGRAM	5,000.00-	
		475900	OTHER FEDERAL-STATE	5,000.00-	
142	91401		ESTABLISH CARRYOVER BDGT		05001530
		071502	REA GRANT	560.00+	
		475900	OTHER FEDERAL-STATE	560.00+	
142			FUND TOTALS		
142			EXPENDITURE TOTAL	511,531.39+	
142			REVENUE TOTAL	511,531.39+	
189	02039		TO SET UP BDGT FOR 05-06		05003122
		091110	GENERAL CAPITAL PROJECTS	60,694.12+	
		469800	OTHER STATE GRANT	60,694.12+	
189	05061		TO SET UP BDGT FOR HEALTH DEPT		05003201
		091140	PUBLIC HEALTH AND WELFARE PROJECTS	2,000.00+	
		495000	RES CTY CORRECTIONAL INCENT	2,000.00+	
189			FUND TOTALS		
189			EXPENDITURE TOTAL	62,694.12+	
189			REVENUE TOTAL	62,694.12+	

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
2005-06

Pos.
0500528
F. 8.

Fund Number 101

Cost Center Number 052310

Fund Name General Government

Cost Center Name Reappraisal Program

Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052310-500425	Gasoline	\$945.00

Total Transferred to: \$945.00

Transfer
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052310-500451	Uniforms	\$945.00

Total Transferred from: \$945.00

Reason for Transfer Request:

Fuel charges for county vehicles used in reappraisal process

Note:

Total transferred to
must agree with total
transferred from.

Mike Morton 10/20/05
Signature of Department Head Date

[Signature] 10/24/05
Signature of County Mayor Date

[Signature]

Posted
05605372

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 052600
Fund Name County Cost Center Name I.T.

Transfer to:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	500709	D.P. Equipment	100.00
Total Transferred to:			100.00

Transfer from:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	500349	Printing	100.00
Total Transferred from:			100.00

Reason for Transfer Request:

Purchase a Visioneer Strobe XP100 FOR TRUSTEE

Note:
Total transferred to
must agree with total
transferred from.

John Herion 10-28-05
Signature of Department Head Date

[Signature] 10/26/05
Signature of County Mayor Date

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2003-2004

Posted
0500497

Fund Number 101 Cost Center Number 51750
Fund Name General Cost Center Name Stormwater

Transfer to:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	101-051750-500320	Dues and Memberships	\$ 300.00
Total Transferred to:			\$ 300.00

Transfer from:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	101-051750-500709	Data Processing Equipment	\$ 300.00
Total Transferred from:			\$ 300.00

Reason for Transfer Request:

Stormwater workshop in Nashville.

Note:
Total transferred to
must agree with total
transferred from.

Justin M. Teague
Signature of Department Head

10-12-05
Date

Signature of County Executive

Date

**Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 1999-00**

POSTED
05004933

Fund Number 101

Cost Center Number 54410

Fund Name Gen. County

Cost Center Name EMER MGMT

Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054437-500348	POSTAL CHARGES/HAZARD MITG.	58.10
101-054437-500499	OTHER SUPPLIES + MATERIALS/ HAZARD MITIGATION	23.67
Total Transferred to:		81.77

Transfer
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054410-500348	POSTAGE CHARGES	58.10
101-054410-500499	OTHER SUPPLIES + MATERIALS	23.67
Total Transferred from:		81.77

Reason for Transfer Request:

TO ESTABLISH POSTAGE + OTHER CHARGES FOR HAZARD MITIGATION
GRANT FOR 25% MATCHING FUNDS FOR HAZ. MIT. GRANT

Note:
Total transferred to
must agree with total
transferred from.

John Shields
Signature of Department Head

7-26-05
Date

Dave Bernette
Signature of County Executive

10-11-05
Date

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Posted
05004932

Fund Number 131

Cost Center Number 062000

Fund Name Highway\Public Works

Cost Center Name HIGHWAY & BRIDGE MAINT.

TRANSFER TO:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	131-062000-500440-00000	metal pipe	\$6,000.00
Total Transferred to:			\$6,000.00

TRANSFER FROM:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	131-062000-500404-00000	hot mix	\$6,000.00
Total Transferred to:			\$6,000.00

Reason for Transfer Request:

metal pipe

Note:

Total transferred to
must agree with total
transferred from.


Signature of Department Head


Signature of County Executive

10/11/2005
Date

**Proposed Blount County High School
Student Enrollment Projection and
Preliminary Opinion of Cost**



INFORMATION ONLY

Blount County Population 1960 to 2000 and projected to 2010:

Population 1960 - 2000	1960	1970	1980	1990	2000	Projected 2010
Total	57,525	63,744	77,770	85,969	105,823	118,600 to 123,400
Change		6,219	14,026	8,199	19,854	12,777 to 17,577
Percent Change		10.81%	22.00%	10.54%	23.09%	12.07% to 16.6%

Source: Census 2000 analyzed by the Social Science Data Analysis Network.

Average growth of Blount County's population from 1960 to 2000 was 16.6% per decade. The State Health Department predicts a population of 118,600 in 2010. This would be a growth of 12% from 2000 to 2010 and make the average growth from 1960 to 2010 be 15.7%. The Blount County Chamber of Commerce estimates the population of Blount County in 2005 as 110,000. The Chamber predicts the population to be 123,000 in 2010. Using the average rate of growth, 1960 to 2000, of 16.6% per decade, the population would be 123,400 in 2010, which approximates the Chamber's data. Of course, there is no way to predict exact population growth.

Blount Schools' student enrollment for September 9, 2005 was 11,419 or 10.3% of county population.

There are probably a number of ways to estimate student enrollment for the future. Two reasonable methods seem to be:

- Method 1. Review enrollment growth over a given time period
Method 2. Review enrollment in comparison to county total population.

Method 1: For the years beginning 1997 to 2005, high school enrollment has grown at an annual rate of 1.2%. Based on the 2005 September enrollment of 3,415 high school students, in 2010 the high school enrollment may be 3,623. In 2020 and 2030 start of year enrollment may be 4,082 and 4,600, respectively.

Method 2: As previously noted, 50 year average growth of county population has been 15.7%, using the more conservative growth estimate for 2000 - 2010. In 2000 the population was 105,823 while the school enrollment was 10,825; 10.2% of population. School enrollment for 2005 is 11,491, 10.3% of the Chamber estimated county population. Assuming those ratios are constant, high school enrollments for 2010, 2020 and 2030 may be 3,298, 3,816 and 4,415. If the higher value of 16.6% growth per decade is used, the high school enrollments become 3,431, 4,001 and 4,665 for the respective years.

Long Term High School Enrollment Projections

	2010	2020	2030
Method 1	3,623	4,082	4,600
Method 2 12% county growth	3,298	3,816	4,415
Method 2 16.6% county growth	3,431	4,001	4,665

Current high school academic capacity is 2,740. Current enrollment is 3,415, 125% of capacity.

85% Capacity Scenario:**Assume no student enrollment growth**

To establish a possible baseline the following calculation was performed.

	Capacity	Current Enrollment	
1. Heritage academic capacity	1,620 students	1,623 students	(100%)
2. Wm. Blount academic capacity	<u>1,320 students</u>	<u>1,792 students</u>	<u>(136%)</u>
Total	2,940 students	3,415 students	(116%)

3. $3,415 - 2,940 = 475$ students over academic capacity.

4. Assume, when the new school opens, all three high schools will have student enrollment reduced to 85% of academic capacity:

Heritage	85% of 1,620 =	1,377
Wm. Blount	85% of 1,320 =	<u>1,122</u>
Total		2,499

5. Assume the new school opens for the 2009 - 2010 school year. Based on the September 9, 2005 enrollment in the lower grades and assuming no growth, the high school enrollment will be 3,285 students.
 $3,285 - 2,499 = 786$ or 85% of capacity of the new school.
 New school capacity will need to be 924 students.

6. If the 2009-2010 senior class is not moved to the new school, obviously the existing schools will be slightly over 85% capacity and the new school will have approximately 900 students, 80% of capacity.

7. Total high school academic capacity, assuming no enrollment growth, would be 3,864 students.

85% Capacity Scenario:**Based on projected county population growth to 118,600 in 2010**

In 2009 - 2010 the high school enrollment will be approximately 3,298.

	Capacity	
1. Heritage academic capacity	1,620 students	
2. Wm. Blount academic capacity	<u>1,320 students</u>	
Total	2,940 students	
3. Assume, when the new school opens, all three high schools will have student enrollment of approximately 85% of academic capacity:		
Heritage	85% of 1,620 =	1,377
Wm. Blount	85% of 1,320 =	<u>1,122</u>
Total		2,499

4. $3,298 - 2,499 = 799$ or 85% of capacity of the new school.
 New school capacity will need to be 940 students.

5. Total high school academic capacity, based on 2010 population of 118,600, will be 3,880.

85% Capacity Scenario:**Based on projected county population growth to 123,400 in 2010**

In 2009 - 2010 the high school enrollment will be approximately 3,431.

Capacity

1. Heritage academic capacity	1,620 students
2. Wm. Blount academic capacity	<u>1,320 students</u>
Total	2,940 students

3. Assume, when the new school opens, all three high schools will have student enrollment of approximately 85% of academic capacity:

Heritage	85% of 1,620 =	1,377
Wm. Blount	85% of 1,320 =	<u>1,122</u>
Total		2,499

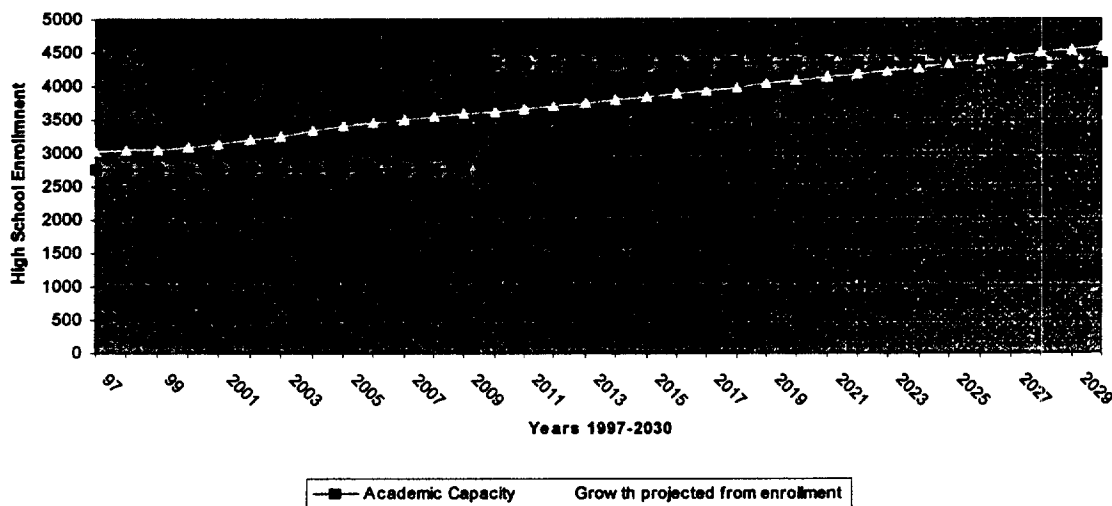
4. $3,431 - 2,499 = 932$ or 85% of capacity of the new school.
New school capacity will need to be 1,096 students.
5. Total high school academic capacity, based on 2010 population of 118,600, will be 4,036.

Capacity Based Projection Scenario:**Assumed new school capacity of 1,400**

1. Heritage academic capacity	1,620 students	(37%)
2. Wm. Blount academic capacity	1,320 students	(30%)
3. Carpenters assumed capacity	<u>1,400 students</u>	<u>(33%)</u>
Total High School capacity	4,340 students	(100%)

4. Projected high school enrollment in 2010 of 3,431 students (the higher projected number) is divided proportionately between the three schools:

Heritage HS	1,270 students;	78% capacity
Wm. Blount HS	1,029 students;	78% capacity
Carpenters HS	1,132 students;	81% capacity

100% capacity may possibly be reached in 2025.**Blount County High School Enrollment Growth**

Preliminary Opinion of Cost:

High School Building "bricks and mortar:" Commons, gymnasium, administration, academic and vocational classrooms 253,604 SF @ \$115.00 / SF	\$ 29,164,489
Site Construction: Grading, paving, walks, Storm sewer and utilities	\$ 4,084,000
Site Athletics and Miscellaneous: Game and practice fields, tennis courts, irrigation, lighting, greenhouse, gatehouse, fencing, signage and landscaping	\$ 3,957,000
Project Expenses and Soft Costs: Kitchen equipment, professional and management fees, equipment, permits, testing, surveys, review fees	<u>\$ 5,257,384</u>
Total	\$ 42,462,873

Design and Construction Duration:

Design and Construction Documents	12 months
Plans review / final costing / bidding	2 months
Construction	24 to 26 months
Assume design starts	January, 2006
Design completed	December, 2006
Plan review and final estimating	Jan / Feb, 2007
Construction starts	March, 2007
Construction completed	June, 2009
Blount Schools occupies new school	July, 2009

CRAWFORD, CRAWFORD & NEWTON

ATTORNEYS AT LAW
FIRST TENNESSEE BANK BUILDING
P.O. BOX 4336
MARYVILLE, TENNESSEE 37802

JOHN C. CRAWFORD (1875-1949)
JOHN C. CRAWFORD, JR. (1906-1981)

DUNCAN V. CRAWFORD
NORMAN H. NEWTON
LAJUANA G. ATKINS

TELEPHONE (865) 982-5431
TELECOPIER (865) 984-6300

**TELECOPY MEMORANDUM**

TO: David R. Bennett
Finance Director

TELECOPY: 273-5705

FROM: Norman H. Newton *NHN*

DATE: November 15, 2005

SUBJECT: Opinion for Financial Management Committee

On behalf of the Financial Management Committee, you have requested my opinion regarding whether you would have a conflict of interest if you serve on the committee as the County Mayor's Emergency Interim Successor when she is unavailable while you hold the position of Finance Director.

This was addressed by Ronald E. Fufts, Chief Legal Consultant for the University of Tennessee County Technical Assistance Service, in his July 19, 2005, correspondence to Dr. Ramsey. See Response to Question # 8. Mr. Fufts concluded "... it is my view that unless and until a court held that a person cannot serve in both the positions of interim county mayor and finance director, that the actions of the finance director while serving as interim county mayor would be legal and binding pursuant to T. C. A. § 8-48-111"

The emergency interim successors statute, TENN. CODE ANN. § 8-48-111, is clear. It says in pertinent part "[i]n the event that any officer of any political subdivision . . . is unavailable, the powers of the office shall be exercised and duties shall be discharged by the officer's designated emergency interim successors in the order specified." In Blount County, one of the County Mayor's statutory duties is to be a member of the county Financial Management Committee. Accordingly, if the County Mayor is unavailable, you, as her first designated emergency interim successor would act in her place as a member of the committee. This authority would necessarily include the right to vote with the following limitations.

In his correspondence to Chairman Ramsey, Mr. Fufts was careful to point out, and I shall likewise point out, that because you are the Finance Director, you cannot vote on matters regarding your employment or compensation while you are acting for the County Mayor as a member of the Financial Management Committee.

This transmission consists of one page. Please call (865) 982-5431 if you received an incomplete or faulty transmission.



Blount County Trustee Scott Graves

**Trustee's Monthly Report
October 2005**

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

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF OCTOBER, 2005

PROPERTY TAXES, (2005 YEAR), REAL & PERSONAL PROPERTY.....	+\$ 26,911,734.58
PROPERTY TAXES, (2004 YEAR), REAL & PERSONAL PROPERTY.....	124,614.90
PROPERTY TAXES, (2003 YEAR), REAL & PERSONAL PROPERTY.....	173.31
PROPERTY TAXES, (2002 YEAR), REAL & PERSONAL PROPERTY.....	8.00
PROPERTY TAXES, (2001 YEAR), REAL & PERSONAL PROPERTY.....	58.82

2004-RTAX	2004-PUTAX	2003-RTAX	2002-RTAX	2001-RTAX
14,670.22	12.00	48.00	2.00	26.18

-	-	-	-	-

-	-	-	-	-

INTEREST AND PENALTIES.....	+\$ 14,758.40

2005-YEAR	2004-YEAR	-	-	-
6,582.00	100.00			

PICK-UP TAXES.....	+\$ 6,682.00

2005-YEAR	2004-YEAR	2003-YEAR	2002-YEAR	2001-YEAR
5,973.00	5,973.00	5,843.00	628.00	628.00

ROLLBACKS.....	+\$ 19,045.00

2005-YEAR	2004-YEAR	-	-	-
46.00	34.00			

REFUNDS.....	-\$ 80.00

2005-YEAR	2004-YEAR	2003-YEAR	2002-YEAR	2001-YEAR
534,100.57	97.00	97.00	13.00	13.00

DISCOUNTS.....	-\$ 534,320.57

-	-	-	-	-

PUBLIC UTILITY TAXES.....	+\$ 0.00

TOTAL COLLECTION FOR THE MONTH OF OCTOBER	+\$ 26,542,674.44

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF OCTOBER, 2005

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2005\$ 47,621,873.00

MTD

LESS DISCOUNTS.....-\$	534,100.57	ALL	
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	46.00	ALL.....-\$	140.00
LESS RELEASES.....-\$	31,761.00	ALL.....-\$	60,409.00
PLUS ROLLBACKS.....+\$	2,284.00	ALL.....+\$	41,553.00
PLUS PICK-UPS.....+\$	6,115.00	ALL.....+\$	8,993.00

NET AMOUNT TO COLLECT, 2005 TAXES.....\$ 47,611,870.00

COLLECTED (YEAR TO DATE) THROUGH OCTOBER 34, 2005

LESS STATE APPEALS AND	
LESS REFUNDS.....-\$	140.00

REGULAR TAXES.....+\$	29,128,766.07	
PICK-UPS.....+\$	6,507.00	DISCOUNTS.....-\$ 587,312.49
ROLLBACKS.....+\$	35,421.00	TOTAL.....-\$ 29,170,554.07

BALANCE TO COLLECT\$ 17,854,003.44

PERCENT COLLECTED TO DATE.... 62.50

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF OCTOBER, 2005

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2004\$ 46,308,037.00

MTD

LESS DISCOUNTS.....-\$	97.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	34.00 ALL.....	-\$	8,199.52
LESS RELEASES.....-\$	100.00 ALL.....	-\$	121,475.00
PLUS ROLLBACKS.....+\$	2,284.00 ALL.....	+\$	87,938.00
PLUS PICK-UPS.....+\$	0.00 ALL.....	+\$	265,711.00

NET AMOUNT TO COLLECT, 2004 TAXES.....\$ 46,532,011.48

COLLECTED (YEAR TO DATE) THROUGH OCTOBER 34, 2005

LESS STATE APPEALS AND	
LESS REFUNDS.....-\$	8,199.52

REGULAR TAXES.....+\$	44,356,418.31		
PICK-UPS.....+\$	62,706.50	DISCOUNTS.....-\$	586,232.37
ROLLBACKS.....+\$	73,977.00	TOTAL.....-\$	44,484,902.29

BALANCE TO COLLECT\$ 1,460,876.82

PERCENT COLLECTED TO DATE.... 96.86

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF OCTOBER, 2005

PUBLIC UTILITIES 2005 YEAR

AMOUNT ON ROLL AS OF 10-34-05.....	\$	
AMOUNT COLLECTED..MTD 0.00.....	-	\$
RELEASES.....	-	\$

BALANCE TO COLLECT.....	\$	
PERCENT COLLECTED.....		

PUBLIC UTILITIES 2004 YEAR

AMOUNT ON ROLL AS OF 10-34-05.....	\$	2,268,920.00
AMOUNT COLLECTED..MTD 0.00.....	-	\$ 2,249,983.00
RELEASES.....	-	0.00

BALANCE TO COLLECT.....	\$	18,937.00
PERCENT COLLECTED..... 99.16		

PUBLIC UTILITIES 2003 YEAR

AMOUNT ON ROLL AS OF 10-34-05.....	\$	1,653,749.00
AMOUNT COLLECTED..MTD 0.00.....	-	\$ 1,645,170.00
RELEASES.....	-	0.00

BALANCE TO COLLECT.....	\$	8,579.00
PERCENT COLLECTED..... 99.48		

Blount County Trustee
Scott Graves
Trustee's Cash and Investments

November 1, 2005

<u>BANK</u>	<u>MAIN ACCOUNT</u>	<u>Rate</u>	<u>TAX PAY ACCOUNTS</u>	<u>Rate</u>	<u>CERTIFICATES OF DEPOSIT</u>	<u>Rate</u>	<u>Maturity</u>	<u>Collateral</u>	<u>OTHER INVESTMENTS</u>			
American Fidelity	\$32,165,409.95	4.71%	\$60,459.69	2.29%				*				
AmSouth			\$52,894.43	0.60%				*	<u>Local Government Investment Pool (TN)</u>			
BankEast			\$38,904.63	1.50%	\$1,000,000.00	4.17%	7-20-06	*	\$60,540.33	3.51%		
BB & T			\$31,213.18	3.25%	\$1,000,000.00	4.15%	7-19-06	*	<u>LGIP-DOT (Hwy Dept.)</u>			
CBBC			\$123,623.26	0.35%				*	\$73,939.84	3.51%		
First National			\$2,700.27	2.15%	\$500,000.00	4.35%	6-5-06	*	<u>LGIP TOTAL</u>			
					\$485,402.97	4.18%	7-19-06	*	\$134,480.17			
				**	\$550,000.00	4.18%	7-19-06	*				
First Tennessee			\$311,890.09	1.00%				*				
Home Bank			\$1,832,961.18	3.85%				\$2,500,922	<u>TYPE/BANK</u>	<u>BONDS</u>	<u>YTM</u>	<u>Date</u>
Home Federal			\$25,453.55	0.90%				*				
Regions			\$25,220.13	0.14%				*				
SunTrust			\$33,754.12	0.45%				*	BOND TOTAL	\$0.00		
United Community			\$31,492.53	1.20%				*				
									<u>LGIP+BONDS</u>			
Account Totals	<u>\$32,165,409.95</u>		<u>\$2,570,567.06</u>		<u>\$3,535,402.97</u>				<u>\$134,480.17</u>			
GRAND TOTAL												
<u>\$38,405,860.15</u>												

* Member of State of TN Collateral Pool

**Cd held jointly with State Commissioner of Commerce & Insurance (W.C.)

Blount County Trustee
Scott Graves
Interest Earned Report
OCTOBER 2005

Date	Financial Institution	Account	Interest
10/06/05	American Fidelity	Regular Account	\$33,735.98
10/04/05	American Fidelity	Clearing Account	\$4,159.88
10/04/05	American Fidelity	Money Market	\$34.88
10/04/05	American Fidelity	Medical/Dental	\$1,519.00
10/04/05	American Fidelity	Payroll Account	\$1,435.62
10/06/05	AmSouth	Money Market	\$5.62
10/10/05	BB&T	CD	\$3,410.96
10/10/05	BB&T	Money Market	\$61.68
10/06/05	BankEast	Money Market	\$21.11
10/06/05	BankEast	CD	\$3,542.45
10/06/05	CBBC	Money Market	\$5.87
10/10/05	First National	Money Market	\$106.61
10/10/05	First National	CD	\$1,443.84
10/10/05	First National	CD	\$1,821.91
10/10/05	First National	CD	\$1,723.25
10/10/05	First National	CD	\$1,952.58
10/06/05	First Tennessee	Money Market	\$23.86
10/06/05	Home Bank	Money Market	\$5,685.50
10/21/05	Home Federal	Money Market	\$2.69
10/07/05	LGIP (State)	Investment Pool	\$386.87
10/21/05	Regions	Money Market	\$2.44
10/06/05	SunTrust	Money Market	\$6.64
10/11/05	United Community	Money Market	\$28.40

TOTAL INTEREST EARNED THIS MONTH	\$61,117.64
<u>FISCAL</u> YEAR TO DATE INTEREST EARNED	\$295,695.82

PROGRAM ID: TRT527
 RUN DATE: 11/04/05
 RUN TIME: 14:24:00

BLOUNT COUNTY TRUSTEE
 COMMISSIONS REPORT FOR OCTOBER 2005

PAGE 1

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
ADULT ORIENTED EST BOARD	41592	Adult Businesses Permits	100.00	1.00
AMERICAN FIDELITY/INTEREST	44110	Interest Earned	7,114.50	56.22
ATMOS ENERGY CORP	41591	Other Permits-Atmos Energy Corp	23,987.94	239.88
BANK INTEREST	44110	Interest Earned	8,487.92	67.03
BLDG COMMISSIONER	41520	Building Permits	13,205.83	132.06
BLDGING COMMISSIONER	41520	Building Permits	7,942.50	79.43
BLOUNT CO. PROPERTY TAX(COMBINED)	40110	Current Property Tax	26,542,754.44	530,853.54
BLOUNT TITLE AGENCY	41520	Building Permits	625.00	6.25
CIRCUIT COURT	40250	Litigation Tax - General	1,059.88	10.60
	40260	Litigation Tax - Special Purpose	76.50	.76
	42140	Drug Control Fines	143.69	1.44
	42160	District Attorney General Fees	133.82	1.34
	42180	DUI EXCESS	95.00	.95
	42210	Fines	401.37	4.01
	42220	Officers Costs	2,426.77	24.27
	42320	Officers Costs	391.50	3.92
	42360	District Attorney General Fees	35.62	.36
	42810	Fines	4,829.32	48.29
	43990	Other Charges for Services	387.60	3.88
CLERK & MASTERS/CHANCERY	40130	Clerk & Master Collections - Prior Year	4,673.89	46.75
	40250	Litigation Tax - General	57.76	.58
	40260	Litigation Tax - Special Purpose	27.20	.28
	42520	Officers Costs	304.98	3.05
CLERK & MASTERS/CIRCUIT	40250	Litigation Tax - General	169.67	1.70
	40260	Litigation Tax - Special Purpose	79.90	.80
	42120	Officers Costs	236.55	2.37
CLERK & MASTERS/GENERAL SESSIO	40250	Litigation Tax - General	1,417.29	14.17
	40260	Litigation Tax - Special Purpose	96.90	.96
	42320	Officers Costs	2,137.45	21.37
COCA COLA	43380	Vending Machine Collections	79.14	.79
COUNTY CLERK	40220	Hotel/Motel Tax	123,813.21	1,238.13
	40250	Litigation Tax - General	765.94	7.66
	40260	Litigation Tax - Special Purpose	47.50	.48
	40270	Business Tax	77,022.97	770.22
	40330	Wholesale Beer Tax	20,027.97	200.28
	41110	Marriage Licenses	456.00	4.57
DAYCARE	43581	Community Service Fees - Children	355.00	3.55
EAST TN DEV	44120	Lease/Rentals	3,508.00	35.08
ENVIRONMENTAL HEALTH	43190	Other General Service Charges	24,126.50	241.27
EXT DAYCARE	43581	Community Service Fees - Children	89,428.90	894.28
FIRST NATIONAL	44110	Interest Earned	378.07	3.00
GENERAL SESSIONS	40250	Litigation Tax - General	29,155.62	291.55
	40260	Litigation Tax - Special Purpose	959.13	9.59
	42310	Fines	7,826.60	78.27
	42320	Officers Costs	32,719.62	327.20
	42330	Game and Fish Fines	31.95	.32
	42340	Drug Control Fines	4,875.87	48.76
	42350	Jail Fees	3,533.46	35.33
	42360	District Attorney General Fees	5,292.17	52.92
	42380	DUI EXCESS	2,090.00	20.90

PROGRAM ID: TRT527
 RUN DATE: 11/04/05
 RUN TIME: 14:24:00

BLOUNT COUNTY TRUSTEE
 COMMISSIONS REPORT FOR OCTOBER 2005

PAGE 2

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
	42810	Fines	1,708.10	17.08
	43190	Other General Service Charges	247.00	2.47
INTEREST	44110	Interest Earned	43,027.03	339.95
INTEREST EARNED/GENERAL DEBT	44110	Interest Earned	179,458.87	1,417.83
LIBRARY	43350	Copy Fees	503.30	5.02
	43360	Library Fees	7,243.08	72.44
PLANNING	43990	Other Charges for Services	250.00	2.50
PLANNING DEPT	43990	Other Charges for Services	180.00	1.80
PROPERTY ASSESSORS	43350	Copy Fees	231.00	2.32
REGISTER OF DEEDS	43392	Data Processing Fee - Register	5,882.00	58.82
SHERIFF'S DEPT	42910	Proceeds from Confiscated Property	302,215.06	3,022.15
	43190	Other General Service Charges	880.00	8.80
	43350	Copy Fees	318.00	3.18
STATE OF TN	40210	Local Option Sales Tax	2,639,459.25	26,394.58
	40280	Mineral Severance Tax	51,723.31	517.23
	40290	Telecommunications Tax	2,488.06	24.87
	46830	Beer Tax	9,163.97	91.64
	46850	Mixed Drink Tax	8,230.67	82.29
	46920	Gasoline and Motor Fuel Tax	219,305.59	2,193.06
	46930	Petroleum Special Tax	7,093.93	70.94
STATE OF TN/LGIP	44110	Interest Earned	174.15	1.36
TOM HATCHER	42810	Fines	40.00	.40
TOM HATCHER/CIRCUIT FINES	42810	Fines	308.42	3.08
UNITED STATE TREASURY/SHERIFFS	42910	Proceeds from Confiscated Property	78.49	.78
UNITED STATES MARSHALL/SHERIFF	42910	Proceeds from Confiscated Property	17,557.41	175.57
			30,547,661.10	570,401.57
COMMISSION ADJUSTMENTS				
BLOUNT MEMORIAL HOSPITAL				800.00
UNDISTRIBUTE TAXES				.22-
UNDISTRIBUTE TAXES				.30-
UNDISTRIBUTE TAXES				.12-
UNDISTRIBUTE TAXES				.17-
UNDISTRIBUTE TAXES				.03-
UNDISTRIBUTE TAXES				.04-
UNDISTRIBUTE TAXES				.09-
UNDISTRIBUTE TAXES				.12-
UNDISTRIBUTE TAXES				.22-
UNDISTRIBUTE TAXES				.30-
SCHOOL COMMISSION				10,391.10
WRITE OFF OLD CHECKS				634.00
FRIENDSVILLE CAFE STAMP				20.01-
LIBRARY DEPOSIT STAMP				14.29-

PROGRAM ID: TRT527
RUN DATE: 11/04/05
RUN TIME: 14:24:00

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR OCTOBER 2005

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
TRUSTEE'S COMMISSION REMITTED TO THE GENERAL FUND				582,190.76
FISCAL YEAR TO DATE TRUSTEE'S COMMISSION				778,875.64

CRAWFORD, CRAWFORD & NEWTON

Attorneys at Law
P. O. Box 4338
Maryville, TN 37802

November 02, 2005

Blount County Government
c/o Beverley D. Woodruff
Blount County Mayor
341 Court Street
Maryville TN 37804-5906

	<u>Fees/ Costs</u>	<u>Service Tax/ Sales Tax/ Interest</u>	<u>Payments/ Credits/ Refunds</u>	<u>Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal</u>
REFERENCE: Adult-Oriented Board				
	\$221.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$221.00
		\$0.00	\$0.00	\$0.00
				\$221.00
REFERENCE: Alcoa v. LGPAC				
	\$208.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$208.00
		\$0.00	\$0.00	\$0.00
				\$208.00
REFERENCE: Bason v. Berrong				
	\$1,274.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$1,274.00
		\$0.00	\$0.00	\$0.00
				\$1,274.00
REFERENCE: Blount County Mayor				
	\$104.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$104.00
		\$0.00	\$0.00	\$0.00
				\$104.00
REFERENCE: Building Commissioner				
	\$156.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$156.00
		\$0.00	\$0.00	\$0.00
				\$156.00

	<u>Fees/ Costs</u>	<u>Service Tax/ Sales Tax/ Interest</u>	<u>Payments/ Credits/ Refunds</u>	<u>Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal</u>
REFERENCE: County Commission				
	\$390.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$390.00
		\$0.00	\$0.00	\$0.00
				\$390.00
REFERENCE: County Clerk				
	\$416.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$416.00
		\$0.00	\$0.00	\$0.00
				\$416.00
REFERENCE: Finance Director				
	\$559.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$559.00
		\$0.00	\$0.00	\$0.00
				\$559.00
REFERENCE: French v. Blount #1				
	\$39.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$39.00
		\$0.00	\$0.00	\$0.00
				\$39.00
REFERENCE: French v. Blount #2				
	\$13.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$13.00
		\$0.00	\$0.00	\$0.00
				\$13.00
REFERENCE: GM v. BZA				
	\$13.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$13.00
		\$0.00	\$0.00	\$0.00
				\$13.00
REFERENCE: Highway Department				
	\$91.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$91.00
		\$0.00	\$0.00	\$0.00
				\$91.00

	<u>Fees/ Costs</u>	<u>Service Tax/ Sales Tax/ Interest</u>	<u>Payments/ Credits/ Refunds</u>	<u>Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal</u>
REFERENCE: Human Resources				
	\$650.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$650.00
		\$0.00	\$0.00	\$0.00
				\$650.00
REFERENCE: Naterra v. Blount #2				
	\$13.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$13.00
		\$0.00	\$0.00	\$0.00
				\$13.00
REFERENCE: Public Building Authority				
	\$1,274.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$1,274.00
		\$0.00	\$0.00	\$0.00
				\$1,274.00
REFERENCE: Planning Department				
	\$13.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$13.00
		\$0.00	\$0.00	\$0.00
				\$13.00
REFERENCE: Purchasing Department				
	\$65.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$65.00
		\$0.00	\$0.00	\$0.00
				\$65.00
REFERENCE: S. Abbott v. Blount				
	\$1,495.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$1,495.00
		\$0.00	\$0.00	\$0.00
				\$1,495.00
REFERENCE: Sheriff's Department				
	\$767.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$767.00
		\$0.00	\$0.00	\$0.00
				\$767.00

	<u>Fees/ Costs</u>	<u>Service Tax/ Sales Tax/ Interest</u>	<u>Payments/ Credits/ Refunds</u>	<u>Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal</u>
GRAND TOTAL	\$7,761.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$7,761.00
		\$0.00	\$0.00	\$0.00
				<u>\$7,761.00</u>

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
53610	JULIE RICE	523225	10/18-21/05	10/28/2005	390.98	1062632	101
54430	ARTISTIC STITCHES	522243	1734	10/13/2005	1180.00	1061965	101
54435	KATHY SHIELDS	522211	REIMB	10/13/2005	25.35	1062003	101
54435	KATHY SHIELDS	522940	REIMBURSE	10/28/2005	26.88	1062635	101
55190	NANCY WRIGHT	522263	REIMB	10/13/2005	19.99	64062145	264
Accounting & Budgeting	OFFICE DEPOT	522194	308583626-001	10/7/2005	4.88	1061723	101
Accounting & Budgeting	EAST TN PAYROLL ASSOC.	521757	10/27/05	10/7/2005	120.00	1061680	101
Accounting & Budgeting	DANA LAMSON	522403	9/13-10/21/05	10/13/2005	189.00	1061983	101
Accounting & Budgeting	SUSAN A. GENNOE	522409	10/11/05	10/13/2005	13.11	1062035	101
Accounting & Budgeting	SHARON BAKER	522455	ARRANGEMENT	10/13/2005	40.00	1062031	101
Accounting & Budgeting	VIRGINIA WHITEHEAD	522505	11/17/04	10/17/2005	40.32	1062169	101
Accounting & Budgeting	THE UNIVERSITY OF TENNESSEE	522684	J.TALBOTT	10/21/2005	100.00	1062324	101
Accounting & Budgeting	RUSTIC BARN	523013	END OF YR	10/25/2005	180.00	1062186	101
Accounting & Budgeting	EAST TN PAYROLL ASSOC.	523195	S.GENNOE	10/27/2005	40.00	1062540	101
Accounting & Budgeting	TERESA OWENS	523210	9/05-10/05	10/28/2005	17.10	1062661	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	523241	11/08/05	10/28/2005	200.00	1062594	101
Accounting & Budgeting	THE KIWANIS CLUB OF MARYVILLE	523229	1229605	10/28/2005	96.00	1062663	101
Accounting & Budgeting	JULIE TALBOTT	523237	OCT.05	10/28/2005	120.00	1062633	101
Accounting & Budgeting	SUSAN A. GENNOE	523279	10/27/05	11/4/2005	20.24	1062909	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	523280	10/11/05	11/4/2005	10.00	1062833	101
Agricultural Extension	BELLSOUTH TELECOMMUNICATIONS INC	522250	8659826430	10/13/2005	310.97	1061969	101
Agricultural Extension	LUCENT TECHNOLOGIES INC.	522251	8659826430	10/13/2005	46.93	1062011	101
Agricultural Extension	CITY OF ALCOA	522608	290033501	10/21/2005	18.54	1062258	101
Agricultural Extension	UNIVERSITY OF TENNESSEE	522609	001	10/21/2005	32103.94	1062332	101
Budget Committee	GFOA	521756	AWARDS PROGRAM	10/4/2005	500.00	1057295	101
Building Commissioner	ROGER FIELDS	521790	9/30/05	10/7/2005	162.64	1061733	101
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522027	477158	10/6/2005	5.00	43061611	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522028	475655	10/6/2005	5.00	43061611	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522029	S.PIERCE	10/6/2005	5.00	43061611	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522055	A.BOWERMAN	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522056	K.BREEDEN	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522057	N.CONNELL	10/7/2005	32.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522058	487605	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522059	174463	10/7/2005	32.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522060	S.FINGER	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522061	B.HACKNEY	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522062	F.HAMBY	10/7/2005	30.00	43061891	143

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522063	159623	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522064	86214	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522065	B.MCGHEE	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522066	S.MITCHELL	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522067	B.PRATER	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522068	T.RIDEN	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522069	S.ROBERSON	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522070	L.STEVENS	10/7/2005	15.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522071	J.TATUM	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522072	145670	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522073	S.TYLER	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522074	170312	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522075	499323	10/7/2005	30.00	43061891	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522076	E.WILSON	10/7/2005	15.00	43061891	143
Central Cafeteria	SHIRLEY ROBINSON	522082	9/28/05	10/7/2005	7.60	43061886	143
Central Cafeteria	JUDY A MCCAULLEY	522415	9/30/05	10/13/2005	54.48	43062121	143
Central Cafeteria	JUDY DIXON	522414	9/30/05	10/13/2005	66.92	43062122	143
Central Cafeteria	NANCY GIBSON	522460	9/21/05	10/13/2005	10.83	43062128	143
Central Cafeteria	TERESA A GENTRY	522461	9/30/05	10/13/2005	136.80	43062135	143
Central Cafeteria	SHERRY THACKER	522416	9/30/05	10/13/2005	40.36	43062132	143
Central Cafeteria	LOUELLA WEBB	522462	9/30/05	10/13/2005	89.38	43062125	143
Central Cafeteria	BEVERLY HACKNEY	522413	9/29/05	10/13/2005	16.87	43062114	143
Central Cafeteria	EDWARD NED CONNELL	522463	9/30/05	10/13/2005	36.10	43062118	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522790	R.MIZE	10/21/2005	30.00	43062473	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	522791	190568	10/21/2005	32.00	43062473	143
Central Cafeteria	KENNETH MCKENZIE	522785	9/30/05	10/21/2005	36.94	43062471	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	523212	23 CERTIFICATIONS	10/27/2005	115.00	43062555	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	523213	20 MEMBERS	10/28/2005	518.00	43062761	143
Circuit Court	TOM HATCHER	521800	JURY	10/7/2005	1250.00	1061748	101
Circuit Court	TOM HATCHER	522174	JURY	10/7/2005	140.00	1061748	101
Circuit Court	SCHLOTZSKY'S DELI	521802	2735002	10/7/2005	122.17	1061734	101
Circuit Court	CHICK FIL A	521804	2458456	10/7/2005	107.15	1061660	101
Circuit Court	GONDOLIER ITALIAN RESTAURANT	521803	9491	10/7/2005	89.34	1061688	101
Circuit Court	DEE DEE HORTON	522614	10/5/05	10/21/2005	50.00	1062261	101
Circuit Court	REX ROBERT DAVIS	522615	10/6/05	10/21/2005	50.00	1062306	101
Circuit Court	LARRY E. CUMMINGS	522616	10/11/05	10/21/2005	50.00	1062283	101
Circuit Court	THOMAS E HATCHER	523253	10/25/05	11/4/2005	1021.00	1062915	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Circuit Court	THOMAS E HATCHER	523254	11/25/05	11/4/2005	12558.00	1062915	101
Circuit Court Clerk	PORTIA ABBOTT	521798	9/27/05	10/7/2005	17.63	1061726	101
Circuit Court Clerk	PAT GLASPIE	521799	9/30/05	10/7/2005	21.28	1061724	101
Circuit Court Clerk	BLOUNT COUNTY PUBLIC BUILDING	521975	9585	10/7/2005	1426.25	1061648	101
Circuit Court Clerk	COUNTY OFFICIALS ASSOC OF TN	522410	C.KELSCH	10/13/2005	190.00	1061982	101
Circuit Court Clerk	BB&T	522408	DEP.SLIPS	10/13/2005	15.00	1061968	101
Circuit Court Clerk	SANDRA HODSON	522214	10/4/05	10/13/2005	25.20	1062029	101
Circuit Court Clerk	SUNTRUST BANK CARD	522888	695	10/31/2005	43.51	1062791	101
Circuit Court Clerk	THOMAS HATCHER	523275	10/16-20/05	11/4/2005	85.09	1062916	101
Circuit Court Clerk	MICHAEL S. FOX	523250	10/16-20/05	11/4/2005	85.07	1062887	101
Circuit Court Clerk	TERI TRAVIS	523246	10/17-20/05	11/4/2005	67.10	1062911	101
Circuit Court Clerk	BARBARA DAVIS	523247	10/17-20/05	11/4/2005	230.90	1062836	101
Circuit Court Clerk	SANDRA HODSON	523248	10/17-20/05	11/4/2005	67.10	1062905	101
Circuit Court Clerk	CATHERINE KELSCH	523249	10/17-20/05	11/4/2005	67.10	1062847	101
Contributions to Other Ag	EAST TENNESSEE HUMAN RESOURCE AGEN	522015	1050405/1005	10/7/2005	10000.00	1061679	101
County Clerk	NATIONAL AUTOMOBILE DEALERS	521808	754990016	10/7/2005	255.00	1061718	101
County Clerk	BLOUNT COUNTY HIGHWAY DEPT	522225	52000	10/13/2005	77.72	1061971	101
County Clerk	OFFICE DEPOT	522244	303352358001	10/13/2005	102.24	1062019	101
County Commission	STEVE HARGIS	522771	10/4-6/05	10/21/2005	202.60	1062317	101
County Commission	SUNTRUST BANK CARD	522878	497	10/31/2005	370.20	1062791	101
County Executive	BLOUNT COUNTY HIGHWAY DEPT	521868	51300	10/7/2005	69.06	1061647	101
County Executive	INTERNATIONAL ASSOCIATION OF	521805	5250089	10/7/2005	78.00	1061692	101
County Executive	DAVE BENNETT	521801	REIMB	10/7/2005	19.17	1061671	101
County Executive	ANGEL L MONROE	522083	9/20/05	10/7/2005	6.08	1061639	101
County Executive	ANGEL L MONROE	522793	REIMB/SUPPLIES	10/21/2005	27.18	1062239	101
County Executive	THE UNIVERSITY OF TENNESSEE	523217	D.BENNETT	10/28/2005	75.00	1062666	101
County Executive	SUNTRUST BANK CARD	522868	932	10/31/2005	106.92	1062791	101
County Executive	THE KIWANIS CLUB OF MARYVILLE	523270	1177580	11/4/2005	24.00	1062913	101
County Trustee	SCOTT GRAVES	523227	10/24/05	10/28/2005	11.31	1062654	101
Drug Control	MICHAEL COPPENGHER	522386	REIMB	10/13/2005	21.39	22062060	122
Drug Court	BLOUNT COUNTY TRUSTEE	522235	7-8-9/05	10/13/2005	282.86	28062062	128
Drug Court	EARTHLINK INC.	522236	9503237	10/13/2005	29.90	28062063	128
Drug Court	U S CELLULAR	522928	659-4470	10/28/2005	80.28	28062694	128
Drug Court	ARCH WIRELESS OPERATING CO INC	523022	A0467764J	10/28/2005	35.26	28062692	128
Drug Enforcement	MCI WORLDCOM	522080	786-57260509	10/7/2005	41.38	30061904	307
Drug Enforcement	ARCH COMMUNICATIONS	522081	A7174162J	10/7/2005	235.89	30061902	307
Drug Enforcement	FIFTH JUDICIAL DISTRICT DRUG	522206	INVFUNDS	10/10/2005	5000.00	30057298	307

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Drug Enforcement	BLOUNT COUNTY TRUSTEE	522399	SUPPLIES	10/13/2005	26.14	30062148	307
Drug Enforcement	CITY OF MARYVILLE	522401	373963	10/13/2005	351.61	30062150	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	522400	8656811953	10/13/2005	46.52	30062147	307
Drug Enforcement	NEXTEL SOUTH CORP	522786	273180413044	10/21/2005	583.96	30062494	307
Drug Enforcement	PARK VISTA HOTEL	523243	737773	10/28/2005	1869.00	30062780	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	523215	8659777190	10/28/2005	349.07	30062777	307
Drug Enforcement	RESIDENCE INN BY MARRIOTT	523235	83919380	10/28/2005	110.02	30062782	307
Drug Enforcement	SUNTRUST BANK CARD	523058	MARRIOTT	10/31/2005	8.74	30062800	307
Election Commission	EAST TENNESSEE ASSOCIATION OF COUNT	521809	10/REGISTRANTS	10/7/2005	550.00	1061678	101
Election Commission	MUSIC ROAD INN	522195	#92057370	10/7/2005	1480.00	1061717	101
Emergency Management	BLOUNT COUNTY HIGHWAY DEPT	521869	54400	10/7/2005	241.61	1061647	101
Employee Benefits	AMERICAN FIDELITY BANK	522238	ADV RX-10/3/05	10/13/2005	94876.60	64062143	264
Employee Benefits	AMERICAN FIDELITY BANK	522240	INM-10/5/05	10/13/2005	11913.50	64062143	264
Employee Benefits	AMERICAN FIDELITY BANK	522247	M/DI 10/5/05	10/13/2005	118196.56	64062143	264
Employee Benefits	AMERICAN FIDELITY BANK	522248	DENTAL 10/05/05	10/13/2005	16852.90	65062146	265
Employee Benefits	AMERICAN FIDELITY BANK	522265	M/DI 8/12/05	10/13/2005	-67457.51	64062143	264
Employee Benefits	AMERICAN FIDELITY BANK	522411	ADV/RX-10/11/05	10/13/2005	95756.52	64062143	264
Employee Benefits	AMERICAN FIDELITY BANK	522456	INMATES-10/12/05	10/13/2005	12514.44	64062143	264
Employee Benefits	HEALTH COST SOLUTIONS	522239	10/05	10/13/2005	36771.70	64062144	264
Employee Benefits	HEALTH COST SOLUTIONS	522269	10/05	10/13/2005	126.36	64062144	264
Employee Benefits	HEALTH COST SOLUTIONS	522270	10/05	10/13/2005	28133.56	64062144	264
Employee Benefits	AMERICAN FIDELITY BANK	522506	DENTAL-10/12/05	10/17/2005	20185.70	65062179	265
Employee Benefits	AMERICAN FIDELITY BANK	522507	MED/DI-10/12/05	10/17/2005	231267.67	64062178	264
Employee Benefits	AMERICAN FIDELITY BANK	522782	DENTAL-10/19/05	10/21/2005	15537.50	65062492	265
Employee Benefits	AMERICAN FIDELITY BANK	522783	MED/DI-10/19/05	10/21/2005	131675.48	64062488	264
Employee Benefits	USABLE LIFE	522686	SEPT.05	10/21/2005	13924.79	64062490	264
Employee Benefits	AMERICAN FIDELITY BANK	523218	DENTAL-10/26	10/28/2005	11739.85	65062776	265
Employee Benefits	AMERICAN FIDELITY BANK	523219	INMATES-10/26	10/28/2005	4715.85	64062773	264
Employee Benefits	AMERICAN FIDELITY BANK	523220	MED/DI-10/26/05	10/28/2005	171898.99	64062773	264
Employee Benefits	JAMES MICHAEL ELLINGTON	523047	0905	10/28/2005	2742.00	64062774	264
Employee Benefits	AMERICAN FIDELITY BANK	523265	10/28 RX	11/4/2005	107315.35	64063065	264
Ext Day Care Program	ALISA MOORE	521998	9/26/05	10/7/2005	31.92	46061892	146
Ext Day Care Program	BLOUNT COUNTY TRUSTEE	522886	ALLOCATION	10/21/2005	100.00	46062476	146
Ext Day Care Program	KATHY SMITH	523202	SEPT.05	10/28/2005	85.12	46062765	146
Federal Projects	MARK P DOWLEN	521853	9/26-27/05	10/7/2005	103.27	42061869	142
Federal Projects	MARY CELESTE COOPER	522226	9/28-29/05	10/13/2005	85.12	42062111	142
Federal Projects	SHARON A TEFFETELLER	522605	58&63-10/28/05	10/21/2005	5934.00	42062462	142

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Federal Projects	STAR LIMOUSINE SERVICE	522604	77-10/28/05	10/21/2005	2967.00	42062464	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	28546.50	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	1769.88	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	1570.06	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	110.40	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	3960.00	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	173.25	42062746	142
Federal Projects	BLOUNT COUNTY TRUSTEE	523239	DEP.	10/28/2005	413.92	42062746	142
Field Line Inspection	GARY FERGUSON	521791	9/30/05	10/7/2005	432.44	1061685	101
Field Line Inspection	GREGORY A. MOYERS	521793	9/30/05	10/7/2005	438.52	1061689	101
Field Line Inspection	GUY WALKER	521795	9/30/05	10/7/2005	383.04	1061690	101
Field Line Inspection	J MICHAEL DOSSETT	521794	9/30/05	10/7/2005	369.74	1061694	101
Field Line Inspection	BRAD BOWERS	521792	9/30/05	10/7/2005	223.06	1061649	101
Field Line Inspection	BELLSOUTH TELECOMMUNICATIONS INC	522217	8656819301	10/13/2005	263.61	1061969	101
Field Line Inspection	MAIL PROCESSING CENTER INC	522689	SEPT.05	10/21/2005	124.11	1062288	101
Field Line Inspection	SUNTRUST BANK CARD	522869	166	10/31/2005	226.80	1062791	101
General County Debit Serv	AMERICAN FIDELITY BANK	523221	326076	10/28/2005	27064.38	51062767	151
General County Debit Serv	AMERICAN FIDELITY BANK	523222	20050532085,	10/28/2005	4537.07	51062767	151
General County Debit Serv	AMERICAN FIDELITY BANK	523242	SERIES 2000	10/28/2005	7465.23	51062767	151
General County Debit Serv	AMERICAN FIDELITY BANK	523242	SERIES 2000	10/28/2005	150.00	51062767	151
General Sessions Court	BLOUNT COUNTY HIGHWAY DEPT	522173	53120	10/7/2005	121.33	1061647	101
General Sessions Court	TOM HATCHER	522168	ABC	10/7/2005	5386.45	1061747	101
General Sessions Court	GODDARD & GAMBLE, ATT.	522170	9/27/05	10/7/2005	20.00	1061687	101
General Sessions Court	GODDARD & GAMBLE, ATT.	522171	9/29/05	10/7/2005	20.00	1061687	101
General Sessions Court	CRAIG GARRETT	522172	9/28&30/05	10/7/2005	40.00	1061664	101
General Sessions Court	WILLIAM R BREWER	522245	REIMB/DEDUCTIBLE	10/13/2005	35.00	1062043	101
General Sessions Court	KNOXVILLE AREA COMMUNITY CENTER	522213	C90501,	10/13/2005	438.00	1062008	101
General Sessions Court	TOM HATCHER	522582	ABC	10/21/2005	4172.00	1062326	101
General Sessions Court	TOM HATCHER	522774	ABC	10/21/2005	4578.00	1062326	101
General Sessions Court	TOM HATCHER	523252	10/25/05	11/4/2005	6153.00	1062919	101
Haz Mat Grant	CAROL E. WILSON ADVERTISING	522402	6473	10/13/2005	362.64	1061975	101
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	521784	30525302,	10/7/2005	63.29	31061785	131
Highway	HARRISON CONSTRUCTION CO	521769	9119947	10/7/2005	11936.21	31061786	131
Highway	HARRISON CONSTRUCTION CO	521785	9134547	10/7/2005	2150.74	31061786	131
Highway	HARRISON CONSTRUCTION CO	521788	3388	10/7/2005	11511.76	31061786	131
Highway	LANDMARK INTERNATIONAL TRUCKS INC	521786	K127298	10/7/2005	9.36	31061790	131
Highway	TN CO HIGHWAY OFFICIALS ASSOC	521771	05/06 DUES	10/7/2005	150.00	31061798	131

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Highway	KNOXVILLE UTILITIES BOARD	521806	12451	10/7/2005	80.28	31061789	131
Highway	HIGHWAY MATERIALS	521770	776212	10/7/2005	46.25	31061787	131
Highway	CITY OF ALCOA	522404	290022001,	10/13/2005	919.73	31062065	131
Highway	CITY OF ALCOA	522404	290022001,	10/13/2005	150.51	31062065	131
Highway	HARRISON CONSTRUCTION CO	522218	3388	10/13/2005	138991.91	31062066	131
Highway	METROCALL INC	522412	8654506012,	10/13/2005	72.94	31062070	131
Highway	CITY OF ALCOA	522594	290027001,	10/21/2005	175.42	31062363	131
Highway	CITY OF ALCOA	522594	290027001,	10/21/2005	12.95	31062363	131
Highway	CITY OF ALCOA	522596	351013501	10/21/2005	75.31	31062363	131
Highway	HARRISON CONSTRUCTION CO	522597	9155731	10/21/2005	959.51	31062365	131
Highway	HARRISON CONSTRUCTION CO	522688	3325	10/21/2005	144537.41	31062365	131
Highway	SOUTHERN CONSTRUCTORS	522595	5455340804	10/21/2005	86547.20	31062374	131
Highway	RECREATION & PARKS COMMISSION	522942	TREE&STAND	10/28/2005	20.00	31062699	131
Highway	ATMOS ENERGY	523226	5010243934306,	10/28/2005	72.37	31062696	131
Highway	ABC TRANSMISSION PARTS	522935	8023618	10/28/2005	12.95	31062695	131
Highway	T-JAC ENTERPRISES	522936	10/19/05	10/28/2005	38.00	31062701	131
Highway	HARRISON CONSTRUCTION CO	523255	9167368	11/4/2005	4295.36	31062958	131
Highway	STATE OF TENNESSEE	523268	333826	11/4/2005	40.00	31062963	131
Highway	MOMENTUM BUSINESS SOLUTIONS	523256	4398062	11/4/2005	374.36	31062961	131
Human Resources	SUNTRUST BANK CARD	523245	CLEMSON UNIVERSITY	10/31/2005	175.00	1062791	101
Hwy Safety Grant-Sheriff	DOYLE DAUGHERTY	522591	10/1-2/05	10/21/2005	76.00	1062263	101
Industrial Development	BLOUNT COUNTY INDUSTRIAL BOARD	522788	OP/EXP	10/21/2005	81506.25	1062244	101
Industrial Development	THE INDUSTRIAL DEVELOPMENT BOARD OF	523274	DENSO/PROJECT	10/31/2005	755184.00	1062188	101
Information Technology	MPI NET	522580	152968	10/21/2005	29.85	1062293	101
Inspection & Regulation	GAY MILLER	521990	9/30/05	10/7/2005	52.44	1061686	101
Inspection & Regulation	CITY OF MARYVILLE	522009	351234	10/7/2005	1538.60	1061661	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	521987	8659834582	10/7/2005	373.98	1061644	101
Inspection & Regulation	ARAMARK INC	521989	5234763859	10/7/2005	20.36	1061641	101
Inspection & Regulation	DEBRA CLAXTON	521978	9/30/05	10/7/2005	15.96	1061675	101
Inspection & Regulation	ANITA BOLINGER	521977	9/29/05	10/7/2005	151.62	1061640	101
Inspection & Regulation	KEVIN MCKENZIE	521976	9/26/05	10/7/2005	6.08	1061705	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	522728	8655221333	10/21/2005	137.58	1062241	101
Inspection & Regulation	ARAMARK INC	522723	5234773457	10/21/2005	27.56	1062240	101
Inspection & Regulation	QUEST DIAGNOSTICS	522725	9109957186	10/21/2005	119.04	1062304	101
Inspection & Regulation	CINTAS DOCUMENT MANAGEMENT	522727	DD59010231	10/21/2005	50.00	1062257	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	522726	6159834582	10/21/2005	297.22	1062286	101
Inspection & Regulation	CHATTANOOGA COCA-COLA BOTTLING CO	522722	22R2770233,	10/21/2005	42.00	1062255	101

CC/Fund Name	Vendor	VCHR_NO INVOICE_NO	Date Paid	ACCT_AMT	Check # FUN
Inspection & Regulation	MAIL PROCESSING CENTER INC	522724 9/05	10/21/2005	517.37	1062288 101
Inspection & Regulation	JENNIFER L. PRIANO	522729 9/29/05	10/21/2005	160.36	1062276 101
Inspection & Regulation	CARRIE THOMAS	522721 10/6-7/05	10/21/2005	163.32	1062251 101
Inspection & Regulation	SUNTRUST BANK CARD	522877 026	10/31/2005	64.20	1062791 101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	523259 522-1333	11/4/2005	27.15	1062883 101
Jail	LOUDON CO SHERIFFS DEPT	521767 T.PRESLEY-7/05 MEDICAL	10/7/2005	16.41	1061713 101
Jail	TONY RAYBURN	522163 9/19-22/05	10/7/2005	114.50	1061749 101
Jail	JAMES KELLY ROBERTS III	522008 1171	10/7/2005	5476.43	1061697 101
Jail	LISA R. HOARD	521796 9/19-22/05	10/7/2005	18.26	1061712 101
Jail	CY CRUTTENDEN	521755 9/20-21/05	10/7/2005	16.00	1061667 101
Jail	BLOUNT COUNTY TRUSTEE	522468 INMATES	10/13/2005	11913.50	1061972 101
Jail	UT MEMORIAL HOSPITAL	522418 3 CERTIFICATION	10/13/2005	213.00	1062042 101
Jail	LOWE'S DRUG INC	522398 39 CLAIMS	10/13/2005	2072.50	1062010 101
Jail	DAYS INN- GLENSTONE LODGE	522459 K.MINCEY	10/13/2005	75.00	1061985 101
Jail	INSTITUTE OF POLICE TECH & MGM	522422 A.WATERS	10/13/2005	595.00	1061998 101
Jail	JAMES KELLY ROBERTS III	522466 1172	10/13/2005	5238.28	1062001 101
Jail	DIAMOND PHARMACY SERVICES	522397 50930Q2	10/13/2005	12404.54	1061987 101
Jail	REGION II EMS DIRECTOR'S ASSOCIATION	522458 K.MINCEY	10/13/2005	85.00	1062027 101
Jail	RADISSON JACKSONVILLE	522457 A.WATERS	10/13/2005	528.84	1062025 101
Jail	BLOUNT COUNTY TRUSTEE	522613 INMATES	10/21/2005	12514.44	1062246 101
Jail	QUALITY MOBILE MEDICAL SERVICES INC	522592 907	10/21/2005	907.29	1062302 101
Jail	JAMES KELLY ROBERTS III	522693 1173	10/21/2005	5774.36	1062275 101
Jail	SAM TACKETT	522590 10/8/05	10/21/2005	16.00	1062309 101
Jail	BLOUNT COUNTY TRUSTEE	523232 10/26 PRISONERS	10/28/2005	4715.85	1062601 101
Jail	AMERICAN CORRECTIONAL ASSOC	523211 ID#1082548	10/28/2005	300.00	1062590 101
Jail	DAVID WHEELER	523209 10/25/05	10/28/2005	16.00	1062613 101
Jail	JAMES KELLY ROBERTS III	523016 1174	10/28/2005	5182.04	1062628 101
Jail	PAUL CASH SAFETY FORCE	522930 11/29/05	10/28/2005	300.00	1062647 101
Jail	PAUL CASH SAFETY FORCE	522931 12/06/05	10/28/2005	225.00	1062647 101
Jail	PAUL CASH SAFETY FORCE	522932 11/30-12/1/05	10/28/2005	150.00	1062647 101
Jail	SUNTRUST BANK CARD	522876 851	10/31/2005	30.01	1062791 101
Jail	SUNTRUST BANK CARD	522882 851	10/31/2005	36.50	1062791 101
Jail	SUNTRUST BANK CARD	522883 851	10/31/2005	76.01	1062791 101
Jail	SUNTRUST BANK CARD	523230 PILOT,FLASH MARKET	10/31/2005	68.58	1062791 101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	521780 9/28/05	10/7/2005	24.70	1061668 101
Juvenile Court	AMANDA G. MAY	521781 9/27/05	10/7/2005	18.24	1061636 101
Juvenile Court	DHL EXPRESS(USA) INC.	521772 Q6241174	10/7/2005	14.00	1061677 101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Juvenile Court	DHL EXPRESS(USA) INC.	522169	R2294946	10/7/2005	14.00	1061677	101
Juvenile Court	SCOTT HELTON	522249	10/6/05	10/13/2005	15.20	1062030	101
Juvenile Court	DHL EXPRESS(USA) INC.	522891	R4825881	10/21/2005	14.00	1062262	101
Juvenile Services	LOWE'S DRUG INC	522398	39 CLAIMS	10/13/2005	50.00	1062010	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	523011	10210	10/28/2005	90.00	1062596	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	523267	10249	11/4/2005	90.00	1062835	101
Medical Personnel	CATE RUSSELL INS	521988	31850,	10/7/2005	236.00	1061656	101
Medical Personnel	KRISTI TIPTON	521982	9/29/05	10/7/2005	21.66	1061707	101
Medical Personnel	SHANNON BOGGS	521985	9/30/05	10/7/2005	183.16	1061736	101
Medical Personnel	CARRIE THOMAS	521983	9/29/05	10/7/2005	239.02	1061655	101
Medical Personnel	CYNTHIA JOHNSON RN	521984	9/16/05	10/7/2005	41.04	1061669	101
Medical Personnel	JENNIFER PITTS	521981	9/30/05	10/7/2005	25.84	1061699	101
Medical Personnel	SHANEEKA L. BETHEA-HARRIS	521986	10/4/05	10/7/2005	102.60	1061735	101
Medical Personnel	BRANDY MOSS	521980	9/30/05	10/7/2005	25.84	1061650	101
Medical Personnel	MIKE STEWART	522241	9/16/05	10/13/2005	41.04	1062014	101
Medical Personnel	KRISTI TIPTON	523277	OCT.05	11/4/2005	26.10	1062879	101
Medical Personnel	JENNIFER L. PRIANO	523278	OCT.05	11/4/2005	204.48	1062873	101
Medical Personnel	CARRIE THOMAS	523260	OCT.05	11/4/2005	181.22	1062846	101
Other General Admin	CRAWFORD, CRAWFORD & NEWTON	522192	SEPT.05	10/7/2005	7891.00	1061666	101
Other General Admin	CITY OF MARYVILLE	521758	346158,	10/7/2005	109.12	1061661	101
Other General Admin	CITY OF MARYVILLE	521760	351252,	10/7/2005	232.96	1061661	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	521782	8659839749	10/7/2005	62.03	1061644	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	521783	8659837892	10/7/2005	107.97	1061644	101
Other General Admin	UNITED PARCEL SERVICE	521778	F63726395	10/7/2005	31.54	1061753	101
Other General Admin	TEMPORARY VENDOR	521865	INT	10/7/2005	150.27	1061757	101
Other General Admin	METROCALL INC	522167	A45752J	10/7/2005	77.68	1061715	101
Other General Admin	U S LEC OF TENNESSEE INC	522165	1344691	10/7/2005	3392.43	1061752	101
Other General Admin	NEXTEL SOUTH CORP	521870	223291138005	10/7/2005	10458.20	1061721	101
Other General Admin	CITY OF ALCOA	522421	460032601	10/13/2005	18.69	1061979	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	522219	865M456715	10/13/2005	547.76	1061969	101
Other General Admin	METROCALL INC	522396	8652121573,	10/13/2005	2266.73	1062012	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	522779	71316402	10/21/2005	45.06	1062267	101
Other General Admin	CINGULAR WIRELESS	522773	8653685986	10/21/2005	34.90	1062256	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	522685	681-8925	10/21/2005	36.70	1062241	101
Other General Admin	UNITED PARCEL SERVICE	522577	F63726405	10/21/2005	53.39	1062331	101
Other General Admin	U S CELLULAR	522578	8655569334	10/21/2005	104.87	1062328	101
Other General Admin	U S CELLULAR	522579	8653632630	10/21/2005	45.45	1062328	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Other General Admin	U S CELLULAR	522611	8653630597,	10/21/2005	154.40	1062328	101
Other General Admin	LUCENT TECHNOLOGIES INC.	522781	8659825123	10/21/2005	27.84	1062286	101
Other General Admin	MAIL PROCESSING CENTER INC	522610	9/30/05	10/21/2005	27337.23	1062288	101
Other General Admin	NEXTEL SOUTH CORP	522687	307180416-044	10/21/2005	11.45	1062295	101
Other General Admin	UNISHIPPERS	522584	1001572133	10/21/2005	28.44	1062330	101
Other General Admin	CITY OF ALCOA	523240	0945	10/28/2005	2631.67	1062611	101
Other General Admin	GTE WIRELESS/VERIZON	522937	719-5052	10/28/2005	36.39	1062621	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	522944	79826381	10/28/2005	15.10	1062619	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	522948	982-5123	10/28/2005	73.29	1062598	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	523009	982-2724	10/28/2005	36.72	1062598	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	523018	865M451607	10/28/2005	180.20	1062598	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	523020	8656814385	10/28/2005	182.59	1062598	101
Other General Admin	ATMOS ENERGY	522946	000165140	10/28/2005	13.48	1062595	101
Other General Admin	UNITED PARCEL SERVICE	523014	F63726425	10/28/2005	29.48	1062669	101
Other General Admin	UNITED PARCEL SERVICE	523049	F6391E425	10/28/2005	81.56	1062669	101
Other General Admin	NEXTEL SOUTH CORP	523231	22391138006	10/28/2005	10419.05	1062645	101
Other General Admin	CITY OF MARYVILLE	523266	346158,346157,346267,	11/4/2005	110.37	1062850	101
Other General Admin	MATTHEW BENDER & CO INC	523257	1416504X	11/4/2005	11.05	1062884	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	523271	983-7892	11/4/2005	108.01	1062837	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	523272	983-9749	11/4/2005	62.05	1062837	101
Other General Admin	U S CELLULAR	523251	1025919128	11/4/2005	236.88	1062923	101
Other General Admin	U S LEC OF TENNESSEE INC	523276	14181257	11/4/2005	3337.15	1062924	101
PBA	CRAWFORD, CRAWFORD & NEWTON	522193	SEPT.05	10/7/2005	247.00	89061898	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	461109.20	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	5000.00	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	-562.29	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	-11323.00	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	27176.39	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522205	10/06-BILLS	10/7/2005	12780.52	89057297	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522395	05252,	10/13/2005	2024.89	89062139	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522395	05252,	10/13/2005	13630.96	89062139	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522395	05252,	10/13/2005	23.00	89062139	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522775	4056,4054,4057,11111	10/21/2005	3282.00	89062483	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522775	4056,4054,4057,11111	10/21/2005	51419.95	89062483	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522775	4056,4054,4057,11111	10/21/2005	20000.00	89062483	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	522775	4056,4054,4057,11111	10/21/2005	346.91	89062483	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	523198	3919523566,	10/28/2005	103202.47	89062769	189

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
PBA	BLOUNT COUNTY PUBLIC BUILDING	523198	3919523566,	10/28/2005	2046.79	89062769	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	523198	3919523566,	10/28/2005	297.86	89062769	189
Planning	JOHN LAMB	521768	REIMB	10/7/2005	21.98	1061700	101
Planning	JOHN LAMB	522007	REIMB	10/7/2005	27.98	1061700	101
Property Assessors Office	BLOUNT COUNTY HIGHWAY DEPT	522196	SEPT.05	10/7/2005	233.57	1061647	101
Property Assessors Office	DAVID EASTER	521979	9/22/05	10/7/2005	37.62	1061672	101
Property Assessors Office	LARRY L JONES	522012	9/28/05	10/7/2005	15.20	1061709	101
Property Assessors Office	DAVID WEAVER	522011	9/8/05	10/7/2005	11.40	1061673	101
Property Assessors Office	DANIEL J. PERKINS	522010	9/30/05	10/7/2005	133.76	1061670	101
Property Assessors Office	PHIL WILLIAMS	522013	9/30/05	10/7/2005	92.34	1061725	101
Property Assessors Office	THE KIWANIS CLUB OF MARYVILLE	523233	1229608	10/28/2005	24.00	1062663	101
Property Assessors Office	MONDAY & COMPANY	523039	1708	10/28/2005	5000.00	1062643	101
Property Assessors Office	SUNTRUST BANK CARD	522949	WALMART	10/31/2005	35.02	1062791	101
Property Tax Reappraisal	JAMES C. SNELL	522014	9/9/05	10/7/2005	8.36	1061695	101
Public Library	DEBORAH D YARNELL	522054	9/05	10/7/2005	180.00	15061762	115
Public Library	MATTHEW F JACKSON	521763	9/05	10/7/2005	260.00	15061771	115
Public Library	ROBERT PETTY	521764	9/05	10/7/2005	60.00	15061774	115
Public Library	BRETT R. HALL	521762	9/05	10/7/2005	240.00	15061760	115
Public Library	J SCOTT SPICER	521765	9/05	10/7/2005	60.00	15061765	115
Public Library	JOHN KYLE MITCHELL	521761	9/05	10/7/2005	60.00	15061766	115
Public Library	CITY OF MARYVILLE	522419	685	10/13/2005	1500.00	15062047	115
Public Library	MCGRAW-HILL COMPANIES, INC.	522246	17039467001	10/13/2005	67.30	15062050	115
Public Library	NANCY NORTON	522212	9/19/05	10/13/2005	24.70	15062052	115
Public Library	NANCY NORTON	522242	10/3-4/05	10/13/2005	36.08	15062052	115
Public Library	METROCALL INC	522222	8657491515	10/13/2005	27.20	15062051	115
Public Library	LOGISTECH, INC.	522221	93480	10/13/2005	58.60	15062049	115
Public Library	STERLING STREVEL	522464	10/3/05	10/13/2005	52.56	15062056	115
Public Library	U S LEC OF TENNESSEE INC	522220	13446967	10/13/2005	835.71	15062058	115
Public Library	BAKER & TAYLOR	522780	5006311997,	10/21/2005	591.22	15062342	115
Public Library	THE TENNESSEAN/NASHVILLE BANNER	522778	10585805	10/21/2005	226.72	15062355	115
Public Library	HIGHBRIDGE COMPANY	522581	14659270	10/21/2005	9.15	15062347	115
Public Library	THE GALE GROUP INC	522776	14248326,	10/21/2005	524.12	15062354	115
Public Library	THE GALE GROUP INC	522777	14251892	10/21/2005	204.75	15062354	115
Public Library	MATTHEW BENDER & CO INC	523197	14149508	10/28/2005	182.89	15062684	115
Public Library	ATMOS ENERGY	523214	50102703861245	10/28/2005	12.60	15062677	115
Public Library	RECORDED BOOKS INC	523234	2581890,2607811,255660	10/28/2005	1890.75	15062685	115
Public Library	SUNTRUST BANK CARD	522889	SHERATON	10/31/2005	109.00	15062792	115

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Purchasing	BANKS-HOLLOWAY SIGN GRAPHICS INC	521789	385757	10/7/2005	30.00	1061643	101
Purchasing	LAURI BELL	521766	9/29/05	10/7/2005	26.98	1061710	101
Purchasing	FRED MARTIN	522593	10/13/05	10/21/2005	18.24	1062268	101
Purchasing	TERESA JOHNSON	522690	10/12-14/05	10/21/2005	56.55	1062320	101
Purchasing	JUDY HACKNEY	523025	10/21/05	10/28/2005	46.08	1062631	101
Purchasing	RECREATION & PARKS COMMISSION	522947	TREE&STAND	10/28/2005	20.00	1062651	101
Records Management	BLOUNT COUNTY HIGHWAY DEPT	521842	51910	10/7/2005	35.98	1061647	101
Register of Deeds	NIHLA MCCALL	521807	9/20-30/05	10/7/2005	12.16	1061722	101
Register of Deeds	PENNY WHALEY	523244	10/17-20/05	10/28/2005	233.31	1062648	101
Register of Deeds	JOANNA BELCHER	523269	9/05-10/05	11/4/2005	60.48	1062874	101
Sanitation & Waste Remova	ATMOS ENERGY	521759	50461204224729630	10/7/2005	12.60	1061642	101
Sanitation & Waste Remova	ATMOS ENERGY	523273	004612042	11/4/2005	39.89	1062834	101
Schools	CITY OF ALCOA	521776	070076701,	10/7/2005	904.06	41061811	141
Schools	CITY OF ALCOA	522006	170008001,	10/7/2005	11423.85	41061811	141
Schools	BLOUNT COUNTY HIGHWAY DEPT	522078	71215,	10/7/2005	6005.98	41061806	141
Schools	CITY OF ALCOA	521995	412981,	10/7/2005	35.96	41061812	141
Schools	KEN WAHLERS	521844	9/27/05	10/7/2005	44.84	41061835	141
Schools	LYNDA G LYDA	521849	9/30/05	10/7/2005	180.69	41061840	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	522002	33311551,	10/7/2005	1072.80	41061822	141
Schools	GALLAHER & ASSOCIATES INC	521864	362126,	10/7/2005	3.58	41061823	141
Schools	CITY OF MARYVILLE	521775	337003,	10/7/2005	6980.90	41061813	141
Schools	CITY OF MARYVILLE	521777	336994	10/7/2005	1660.25	41061813	141
Schools	CITY OF MARYVILLE	521858	340697	10/7/2005	186.32	41061813	141
Schools	CITY OF MARYVILLE	522000	359167	10/7/2005	15.56	41061813	141
Schools	CITY OF MARYVILLE	522000	359167	10/7/2005	1417.92	41061813	141
Schools	CITY OF MARYVILLE	522001	359168,	10/7/2005	5050.09	41061813	141
Schools	CITY OF MARYVILLE	522004	352245,	10/7/2005	2066.47	41061813	141
Schools	CITY OF MARYVILLE	522005	352246	10/7/2005	199.30	41061813	141
Schools	CITY OF MARYVILLE	522005	352246	10/7/2005	126.73	41061813	141
Schools	JUDITH RICE	521860	9/29/05	10/7/2005	72.96	41061832	141
Schools	SHEILA YOAKUM	521851	09/21/05	10/7/2005	52.82	41061850	141
Schools	SHEILA YOAKUM	521852	8/31/05	10/7/2005	45.60	41061850	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	521774	8659821268	10/7/2005	64.94	41061805	141
Schools	TN DEPT OF LABOR AND WORKFORCE	522077	06502226,	10/7/2005	1372.69	41061859	141
Schools	TUCKALEECHEE UTILITY	522003	22001000001,	10/7/2005	547.83	41061860	141
Schools	UNITED PARCEL SERVICE	521992	4RW236395	10/7/2005	18.41	41061861	141
Schools	EAST TENN CHAPTER II A	521863	T.LOGAN	10/7/2005	200.00	41061818	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	KATHY HUNT	521846	9/26/05	10/7/2005	15.80	41061833	141
Schools	KAY BEST	521996	9/28/05	10/7/2005	61.56	41061834	141
Schools	LUCENT TECHNOLOGIES INC.	521993	6159828152	10/7/2005	995.17	41061839	141
Schools	GARY IRWIN	521845	9/9/05	10/7/2005	13.68	41061824	141
Schools	LEANN HICKS	521855	9/23/05	10/7/2005	5.32	41061836	141
Schools	EUGENIA HUFFSTETTLER	521848	9/27/05	10/7/2005	32.68	41061821	141
Schools	THOMAS J JOHNSON	521856	9/30/05	10/7/2005	35.72	41061858	141
Schools	GLENDA THOMAS	521859	9/22/05	10/7/2005	14.44	41061825	141
Schools	STATE OF TENNESSEE	522079	333128	10/7/2005	120.00	41061852	141
Schools	MARY JANE JONES	521862	9/29/05	10/7/2005	167.58	41061841	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	521773	12 PRINTS	10/7/2005	576.00	41061856	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	521994	11 PRINTS	10/7/2005	528.00	41061856	141
Schools	SUSAN LEE	521850	8/30/05	10/7/2005	140.22	41061854	141
Schools	DIANE BAIN	521861	9/30/05	10/7/2005	58.71	41061816	141
Schools	ALISA MOORE	521997	9/30/05	10/7/2005	26.22	41061803	141
Schools	GLENN VITALE	521857	9/29/05	10/7/2005	90.44	41061826	141
Schools	DOWDLE PROPANE GAS CO	521999	1750,1749,	10/7/2005	657.75	41061817	141
Schools	BRIAN DILLARD	521854	9/30/05	10/7/2005	135.28	41061808	141
Schools	CYNTHIA SUE WEIMER	521847	9/28/05	10/7/2005	25.84	41061814	141
Schools	LEWIS EDGE	521991	9/29/05	10/7/2005	51.68	41061837	141
Schools	CITY OF ALCOA	522253	140089501	10/13/2005	8930.40	41062079	141
Schools	CITY OF ALCOA	522253	140089501	10/13/2005	706.15	41062079	141
Schools	CITY OF ALCOA	522254	143305002,	10/13/2005	37733.49	41062079	141
Schools	FRIENDSVILLE CITY WATER WORKS	522465	122000001,	10/13/2005	672.18	41062081	141
Schools	BETTY WAGNER	522210	9/29/05	10/13/2005	143.87	41062076	141
Schools	ATMOS ENERGY	522255	5016220324853516,	10/13/2005	2597.17	41062075	141
Schools	KAREN MOFFATT	522232	9/29/05	10/13/2005	31.92	41062084	141
Schools	TAMMY CASH	522233	9/30/05	10/13/2005	19.19	41062103	141
Schools	LEANN M. LAMBERT	522228	10/3/05	10/13/2005	6043.44	41062089	141
Schools	LAURA HAMONTREE	522209	9/28/05	10/13/2005	60.42	41062088	141
Schools	BLOUNT MEMORIAL HOSPITAL INC	522229	60385	10/13/2005	193.00	41062077	141
Schools	SONYA TEATER	522256	9/30/05	10/13/2005	45.98	41062101	141
Schools	ROBIN CELESTE COOK	522234	9/28/05	10/13/2005	73.15	41062100	141
Schools	KEITH A. EARLEY	522264	9/30/05	10/13/2005	221.54	41062085	141
Schools	ROBERT S KIRKHAM	522257	8/31/05	10/13/2005	62.32	41062099	141
Schools	ROBERT S KIRKHAM	522258	9/30/05	10/13/2005	78.66	41062099	141
Schools	CHRIS HUGHES	522227	9/2/05	10/13/2005	110.58	41062078	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	NANCY POTTER	522207	9/30/05	10/13/2005	191.75	41062094	141
Schools	REBECCA BOSTROM	522231	9/28/05	10/13/2005	40.28	41062096	141
Schools	KIMBERLY D MAY	522208	9/30/05	10/13/2005	249.48	41062087	141
Schools	MELISSA WEEKS	522230	9/1/05	10/13/2005	13.68	41062092	141
Schools	CITY OF ALCOA	522695	290033001	10/21/2005	359.17	41062391	141
Schools	CITY OF ALCOA	522695	290033001	10/21/2005	32.63	41062391	141
Schools	CITY OF ALCOA	522705	350366101,461037901	10/21/2005	2230.24	41062391	141
Schools	CITY OF ALCOA	522707	350365603	10/21/2005	9624.43	41062391	141
Schools	CITY OF ALCOA	522707	350365603	10/21/2005	595.09	41062391	141
Schools	CITY OF ALCOA	522708	350366401,350366501,	10/21/2005	453.16	41062391	141
Schools	CITY OF ALCOA	522709	350366203	10/21/2005	40.05	41062391	141
Schools	CITY OF ALCOA	522709	350366203	10/21/2005	131.38	41062391	141
Schools	BLOUNT COUNTY TRUSTEE	522885	ALLOCATION	10/21/2005	100.00	41062389	141
Schools	JOHN CLABOUGH III	522598	51&57&95-10/28/05	10/21/2005	8459.00	41062408	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	522710	73120001,73030601,	10/21/2005	1349.02	41062397	141
Schools	MILDRED G DANIELS	522704	SEPT.05	10/21/2005	22.80	41062420	141
Schools	HERITAGE HIGH SCHOOL	522711	WB UNIFORMS	10/21/2005	10000.00	41062399	141
Schools	JANE S MORTON	522694	10/10-13/05	10/21/2005	368.17	41062406	141
Schools	SMITH BUS LINES	522602	53&54-10/28/05	10/21/2005	5272.00	41062431	141
Schools	CITY OF MARYVILLE	522697	317287	10/21/2005	677.64	41062392	141
Schools	CITY OF MARYVILLE	522699	317296	10/21/2005	6094.96	41062392	141
Schools	CITY OF MARYVILLE	522699	317296	10/21/2005	54.81	41062392	141
Schools	CITY OF MARYVILLE	522700	317281,317283,317295	10/21/2005	932.94	41062392	141
Schools	CITY OF MARYVILLE	522719	334783,334782,334771	10/21/2005	323.20	41062392	141
Schools	OLLIE H BORING	522599	71-10/28/05	10/21/2005	2967.00	41062424	141
Schools	DIANE SWANEY	522607	MED/REIMB	10/21/2005	79.00	41062395	141
Schools	SOUTH BLOUNT UTILITY DIST	522717	91656730,135544385,	10/21/2005	11105.80	41062432	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	522716	M42-0931	10/21/2005	471.75	41062386	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	522718	M42-1955	10/21/2005	8130.07	41062386	141
Schools	DAVID COOK	522772	9/17/05	10/21/2005	63.08	41062394	141
Schools	ATMOS ENERGY	522698	000131508,000135341,	10/21/2005	477.96	41062384	141
Schools	UNITED PARCEL SERVICE	522715	4RW236405,4RW236415	10/21/2005	24.76	41062444	141
Schools	WILLIAM BLOUNT HIGH SCHOOL	522712	WBHS BAND	10/21/2005	1500.00	41062446	141
Schools	U S CELLULAR	522795	8652569871,	10/21/2005	68.33	41062443	141
Schools	JUDY ALISA TEFFETELLER	522703	SEPT.05	10/21/2005	108.22	41062409	141
Schools	NETSESA	522784	K.WAHLERS	10/21/2005	50.00	41062422	141
Schools	LEANN M. LAMBERT	522600	50&52&78&93&94-10/28/0	10/21/2005	13826.00	41062413	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	METROCALL INC	522794	8655832710,	10/21/2005	36.06	41062418	141
Schools	JESSICA JOY CARLESTON, RNBSN	522706	SEPT.05	10/21/2005	17.86	41062407	141
Schools	STATE OF TENNESSEE	522714	338747	10/21/2005	50.00	41062435	141
Schools	MAIL PROCESSING CENTER INC	522792	9/05	10/21/2005	3104.69	41062414	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	522730	6 PRINTS	10/21/2005	288.00	41062439	141
Schools	ISAAC EUGENE MCLEMORE	522601	68-10/28/05	10/21/2005	2636.00	41062405	141
Schools	INSTITUTE OF MANAGEMENT ACCOUNTANT	522701	TROY LOGAN	10/21/2005	75.00	41062403	141
Schools	STAR LIMOUSINE SERVICE	522603	61-10/28/05	10/21/2005	2636.00	41062434	141
Schools	MARY CLYDENE RUSSELL	522606	MED/REIMB	10/21/2005	65.83	41062416	141
Schools	MICHELLE R ALLMON	522702	9/05-10/05	10/21/2005	143.64	41062419	141
Schools	BARBARA B GREGORY	522893	9-27/10-28	10/26/2005	7210.22	41062506	141
Schools	JOHN CLABOUGH III	522902	9-27/10-28	10/26/2005	11193.55	41062516	141
Schools	FRANK CONNATSER	522896	9-27/10-28	10/26/2005	3607.63	41062510	141
Schools	FRANKLIN TEFFETELLER	522898	9-27/10-28	10/26/2005	5585.33	41062512	141
Schools	JACK CLEMMER	522899	9-27/10-28	10/26/2005	3220.42	41062513	141
Schools	JAMES O. HATCHER	522900	9-27/10-28	10/26/2005	3472.56	41062514	141
Schools	OLLIE H BORING	522908	9-27/10-28	10/26/2005	35802.26	41062522	141
Schools	SAM H MCCALL	522912	9-27/10-28	10/26/2005	3328.99	41062526	141
Schools	JIMMY RAY HATCHER	522901	9-27/10-28	10/26/2005	6221.23	41062515	141
Schools	LLOYD E DAVIS	522905	9-27/10-28	10/26/2005	2437.92	41062519	141
Schools	JUNIOR LELAND PICKENS	522903	9-27/1028	10/26/2005	9377.71	41062517	141
Schools	FRANKLIN E. MARSHALL	522897	9-27/10-28	10/26/2005	3130.56	41062511	141
Schools	WILBUR CLINTON HUFFMAN	522917	9-27/10-28	10/26/2005	23489.03	41062530	141
Schools	LLOYD E. DAVIS, JR.	522906	9-27/10-28	10/26/2005	5637.74	41062520	141
Schools	SHARON S WALKER	522914	9-27/10-28	10/26/2005	3476.88	41062527	141
Schools	LEANN M. LAMBERT	522904	9-27/10-28	10/26/2005	3500.64	41062518	141
Schools	DEBRA LYNN MISER	522894	9-27/10-28	10/26/2005	3411.07	41062507	141
Schools	RICHARD L BLAIR	522910	9-27/10-28	10/26/2005	19603.15	41062524	141
Schools	ANNETTE REED	522892	9-27/10-28	10/26/2005	3918.67	41062505	141
Schools	PAUL WILLARD KIRKLAND	522909	9-27/10-28	10/26/2005	3239.14	41062523	141
Schools	EQUIPMENT ENTERPRISES, INC	522895	9-27/10-28	10/26/2005	23794.13	41062508	141
Schools	MURPHY TRUCKING, INC	522907	9-27/10-28	10/26/2005	3603.31	41062521	141
Schools	TIMOTHY D BROWN	522916	9-27/10-28	10/26/2005	3276.58	41062529	141
Schools	RICHARD L PASS	522911	9-27/10-28	10/26/2005	6247.73	41062525	141
Schools	FINCHUM SERVICES, INC	522913	9-27/10-28	10/26/2005	8456.62	41062509	141
Schools	SIMERLY BUSES INC	522915	9-27/10-28	10/26/2005	9862.56	41062528	141
Schools	WORDE BUS LINES, LLC	522918	9-27/10-28	10/26/2005	9309.31	41062531	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	CITY OF ALCOA	522927	041001501,041000501,	10/28/2005	17711.87	41062717	141
Schools	CITY OF ALCOA	523052	070077001,	10/28/2005	37164.65	41062717	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	29820.18	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	1848.85	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	1640.11	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	115.20	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	3960.00	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	173.25	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	432.39	41062713	141
Schools	BLOUNT COUNTY TRUSTEE	523238	DEP.	10/28/2005	300.00	41062713	141
Schools	CITY OF ALCOA	522929	WBHS METER	10/28/2005	30.00	41062718	141
Schools	CITY OF MARYVILLE	523054	334783,	10/28/2005	5254.97	41062719	141
Schools	CITY OF MARYVILLE	523199	337003	10/28/2005	757.87	41062719	141
Schools	CITY OF MARYVILLE	523201	336993,336994	10/28/2005	1576.19	41062719	141
Schools	OLLIE H BORING	523021	71/TRIP	10/28/2005	40.00	41062729	141
Schools	SEVIER COUNTY ELECTRIC SYSTEM	522926	3016204,3016203,	10/28/2005	3961.26	41062731	141
Schools	SOUTH BLOUNT UTILITY DIST	522925	5738791001,9188250000	10/28/2005	2052.00	41062732	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	523203	977-9011	10/28/2005	19.29	41062711	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	523204	982-1268	10/28/2005	45.69	41062711	141
Schools	STATE OF TENNESSEE	522923	WBHS	10/28/2005	54.00	41062734	141
Schools	ATMOS ENERGY	523051	50165453665218,	10/28/2005	58.65	41062708	141
Schools	UNITED PARCEL SERVICE	523200	4RW236425	10/28/2005	56.09	41062744	141
Schools	TERESA OWENS	523053	10/24/05	10/28/2005	97.42	41062736	141
Schools	TROY LOGAN	523216	10/20-25/05	10/28/2005	1674.56	41062743	141
Schools	BELLSOUTH COMMUNICATIONS SYSTEMS,L	522924	2965646	10/28/2005	19814.66	41062710	141
Schools	NANCY R SYLVIA	523019	9/30/05	10/28/2005	121.98	41062727	141
Schools	AIR FILTRATION SOLUTIONS	523010	835	10/28/2005	10.75	41062705	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	523261	90087001,90087281,	11/4/2005	24140.49	41062979	141
Schools	CITY OF MARYVILLE	523262	340697	11/4/2005	657.91	41062974	141
Schools	STATE OF TENNESSEE	523264	333752	11/4/2005	120.00	41063011	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	523263	19 PRINTS	11/4/2005	912.00	41063016	141
Sheriffs Department	NEILL SANDLER FORD/LINCOLN/MERCURY	521797	413674	10/7/2005	8.40	1061720	101
Sheriffs Department	DAVID WESTERLING	521779	9/20-24/05	10/7/2005	91.80	1061674	101
Sheriffs Department	JEFF BURCHFIELD	522164	9/25-10/1/05	10/7/2005	308.72	1061698	101
Sheriffs Department	ANDERSON LUMBER CO	522262	547997	10/13/2005	22.98	1061962	101
Sheriffs Department	BLOUNT COUNTY HIGHWAY DEPT	522417	15411,	10/13/2005	35959.05	1061971	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	522260	3628720000	10/13/2005	21.92	1062033	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	522259	865M459808	10/13/2005	149.60	1061969	101
Sheriffs Department	ANGIE HUTCHENS	522407	10/4-6/05	10/13/2005	105.50	1061964	101
Sheriffs Department	JAMES BERRONG	522405	10/4-6/05	10/13/2005	85.00	1061999	101
Sheriffs Department	ALLEN RUSSELL	522394	10/2-7/05	10/13/2005	55.40	1061960	101
Sheriffs Department	DANNY WILBURN	522467	REIMB	10/13/2005	109.24	1061984	101
Sheriffs Department	ANDY WATERS	522420	10/30-11/5/05	10/13/2005	330.40	1061963	101
Sheriffs Department	CATHY TALBOTT	522224	9/20-22/05	10/13/2005	85.00	1061977	101
Sheriffs Department	KELLY WHEELER	522406	10/4-6/05	10/13/2005	80.50	1062005	101
Sheriffs Department	LAW ENFORCEMENT SERVICES INC	522261	050980,	10/13/2005	300.00	1062009	101
Sheriffs Department	CITY OF ALCOA	522612	290028002	10/21/2005	12.90	1062258	101
Sheriffs Department	BUTLER WRECKER SERVICE	522691	CROWN VIC	10/21/2005	30.00	1062248	101
Sheriffs Department	FORT LOUDOUN ELECTRIC COOPERATIVE	522692	71234971,71234951,	10/21/2005	109.20	1062267	101
Sheriffs Department	NURSES PROFESSIONAL LIABILITY INS.	522589	N2651580388	10/21/2005	89.00	1062296	101
Sheriffs Department	WILLIAM J KENNEY PHD	522586	4 EVALUATIONS	10/21/2005	600.00	1062335	101
Sheriffs Department	STEVEN K HACKNEY	522588	CLOTH/REIMB	10/21/2005	68.76	1062318	101
Sheriffs Department	HOME BANK	522585	4229410167	10/21/2005	90.58	1062270	101
Sheriffs Department	SHANNON CARSWELL	522731	10/2-8/05	10/21/2005	218.37	1062311	101
Sheriffs Department	LISA R. HOARD	522587	CLOTH/REIMB	10/21/2005	121.10	1062284	101
Sheriffs Department	MIKE SERATT	522696	CLOTHING REIMBURSE	10/21/2005	119.69	1062290	101
Sheriffs Department	YAHOO! CUSTODIAN OF RECORDS	522617	43479	10/21/2005	20.37	1062336	101
Sheriffs Department	CITY OF ALCOA	523015	050358406	10/28/2005	18.54	1062610	101
Sheriffs Department	HUFFCO INC	523208	1425	10/28/2005	24.82	1062623	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	523017	8653790433	10/28/2005	134.22	1062598	101
Sheriffs Department	BLOUNT MEMORIAL HOSPITAL	522938	28606981	10/28/2005	179.00	1062602	101
Sheriffs Department	JAMES TRENTAM	523223	REIMB/CLOTHING	10/28/2005	254.00	1062629	101
Sheriffs Department	JASON SPARKS	523026	10/16-22/05	10/28/2005	171.99	1062630	101
Sheriffs Department	WARREN HEADRICK	523008	CLOTHING REIMBURSEMEN	10/28/2005	50.38	1062672	101
Sheriffs Department	DONNA SLOAN	523024	10/13-15/05	10/28/2005	18.00	1062615	101
Sheriffs Department	DONALD RAY BENSON	523007	CLOTHING REIMBURSEMEN	10/28/2005	261.65	1062614	101
Sheriffs Department	LAW ENFORCEMENT SERVICES INC	522934	05-1100,05-1084	10/28/2005	100.00	1062640	101
Sheriffs Department	PAUL CASH SAFETY FORCE	522930	11/29/05	10/28/2005	225.00	1062647	101
Sheriffs Department	PAUL CASH SAFETY FORCE	522931	12/06/05	10/28/2005	225.00	1062647	101
Sheriffs Department	MATT THOMPSON	522943	10/2-7/05	10/28/2005	94.21	1062641	101
Sheriffs Department	CINDY CAMPBELL	523023	10/13-15/05	10/28/2005	55.24	1062609	101
Sheriffs Department	SUNTRUST BANK CARD	522879	174	10/31/2005	45.33	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522880	182	10/31/2005	356.91	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522881	984	10/31/2005	33.35	1062791	101

CC/Fund Name	Vendor	VCHR_NO INVOICE_NO	Date Paid	ACCT_AMT	Check # FUN
Sheriffs Department	SUNTRUST BANK CARD	522884 182	10/31/2005	280.00	1062791 101
Sheriffs Department	SUNTRUST BANK CARD	522887 174	10/31/2005	230.93	1062791 101
Soil Conservation	POSTMASTER	522921 STAMPS	10/21/2005	365.00	1062185 101
Soil Conservation	BELLSOUTH TELECOMMUNICATIONS INC	522939 983-2119	10/28/2005	135.45	1062598 101
Soil Conservation	SANDRA GREGORY	522941 OCT.05	10/28/2005	48.98	1062653 101
Storm Water	IJAMS NATURE CENTER	522216 YRLY DUES	10/13/2005	100.00	1061996 101
Tourism	BLOUNT COUNTY CHAMBER OF COMMERCE	522084 22053	10/7/2005	145.00	1061646 101
Tourism	TENNESSEE ASSOCIATION OF CONVENTION	522789 DUES	10/21/2005	1500.00	1062319 101
Tourism	BLOUNT COUNTY CHAMBER OF COMMERCE	523206 ADMIN.COSTS	10/28/2005	18412.32	1062600 101
Tourism	HERB HANDLY	523224 10/13-14/05	10/28/2005	172.00	1062622 101
Veterans Services	BLOUNT COUNTY HIGHWAY DEPT	521867 58300	10/7/2005	112.14	1061647 101
Veterans Services	CHATTANOOGA COCA-COLA BOTTLING CO	521787 22H2850549,	10/7/2005	28.80	1061659 101
Veterans Services	CHATTANOOGA COCA-COLA BOTTLING CO	522583 22R02775711	10/21/2005	9.00	1062255 101
Veterans Services	SUNTRUST BANK CARD	522870 001	10/31/2005	169.50	1062791 101
Veterans Services	SUNTRUST BANK CARD	522871 001	10/31/2005	115.44	1062791 101
Veterans Services	SUNTRUST BANK CARD	522872 001	10/31/2005	115.44	1062791 101
Vistors Center	TUCKALEECHEE UTILITY	522166 4200300001	10/7/2005	78.11	1061751 101
Vistors Center	U S CELLULAR	522796 8656600207	10/21/2005	44.66	1062328 101
Vistors Center	U S LEC OF TENNESSEE INC	522787 13694016	10/21/2005	859.59	1062329 101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	523207 RENT	10/28/2005	2144.00	1062599 101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	523196 38350692,334559	10/28/2005	659.78	1062655 101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	523205 ADMIN.COSTS	10/28/2005	6137.43	1062600 101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
53610	JULIE RICE	523225	10/18-21/05	10/28/2005	390.98	1062632	101
Accounting & Budgeting	DANA LAMSON	522403	9/13-10/21/05	10/13/2005	189.00	1061983	101
Accounting & Budgeting	SUSAN A. GENNOE	522409	10/11/05	10/13/2005	13.11	1062035	101
Accounting & Budgeting	VIRGINIA WHITEHEAD	522505	11/17/04	10/17/2005	40.32	1062169	101
Accounting & Budgeting	TERESA OWENS	523210	9/05-10/05	10/28/2005	17.10	1062661	101
Accounting & Budgeting	JULIE TALBOTT	523237	OCT.05	10/28/2005	120.00	1062633	101
Accounting & Budgeting	SUNTRUST BANK CARD	51417	117	10/31/2005	130.92	1062791	101
Accounting & Budgeting	SUNTRUST BANK CARD	51417	117	10/31/2005	106.92	1062791	101
Accounting & Budgeting	SUNTRUST BANK CARD	51417	117	10/31/2005	20.35	1062791	101
Accounting & Budgeting	SUSAN A. GENNOE	523279	10/27/05	11/4/2005	20.24	1062909	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	523280	10/11/05	11/4/2005	10.00	1062833	101
Building Commissioner	ROGER FIELDS	521790	9/30/05	10/7/2005	162.64	1061733	101
Central Cafeteria	SHIRLEY ROBINSON	522082	9/28/05	10/7/2005	7.60	43061886	143
Central Cafeteria	JUDY A MCCAULLEY	522415	9/30/05	10/13/2005	54.48	43062121	143
Central Cafeteria	JUDY DIXON	522414	9/30/05	10/13/2005	66.92	43062122	143
Central Cafeteria	NANCY GIBSON	522460	9/21/05	10/13/2005	10.83	43062128	143
Central Cafeteria	TERESA A GENTRY	522461	9/30/05	10/13/2005	136.80	43062135	143
Central Cafeteria	SHERRY THACKER	522416	9/30/05	10/13/2005	40.36	43062132	143
Central Cafeteria	LOUELLA WEBB	522462	9/30/05	10/13/2005	89.38	43062125	143
Central Cafeteria	BEVERLY HACKNEY	522413	9/29/05	10/13/2005	16.87	43062114	143
Central Cafeteria	EDWARD NED CONNELL	522463	9/30/05	10/13/2005	36.10	43062118	143
Central Cafeteria	KENNETH MCKENZIE	522785	9/30/05	10/21/2005	36.94	43062471	143
Circuit Court Clerk	PORTIA ABBOTT	521798	9/27/05	10/7/2005	17.63	1061726	101
Circuit Court Clerk	PAT GLASPIE	521799	9/30/05	10/7/2005	21.28	1061724	101
Circuit Court Clerk	SANDRA HODSON	522214	10/4/05	10/13/2005	25.20	1062029	101
Circuit Court Clerk	SUNTRUST BANK CARD	522888	695	10/31/2005	43.51	1062791	101
Circuit Court Clerk	THOMAS HATCHER	523275	10/16-20/05	11/4/2005	85.09	1062916	101
Circuit Court Clerk	MICHAEL S. FOX	523250	10/16-20/05	11/4/2005	85.07	1062887	101
Circuit Court Clerk	TERI TRAVIS	523246	10/17-20/05	11/4/2005	67.10	1062911	101
Circuit Court Clerk	BARBARA DAVIS	523247	10/17-20/05	11/4/2005	230.90	1062836	101
Circuit Court Clerk	SANDRA HODSON	523248	10/17-20/05	11/4/2005	67.10	1062905	101
Circuit Court Clerk	CATHERINE KELSCH	523249	10/17-20/05	11/4/2005	67.10	1062847	101
County Commission	STEVE HARGIS	522771	10/4-6/05	10/21/2005	202.60	1062317	101
County Commission	SUNTRUST BANK CARD	522878	497	10/31/2005	370.20	1062791	101
County Executive	ANGEL L MONROE	522083	9/20/05	10/7/2005	6.08	1061639	101
County Executive	SUNTRUST BANK CARD	522868	932	10/31/2005	106.92	1062791	101
County Trustee	SCOTT GRAVES	523227	10/24/05	10/28/2005	11.31	1062654	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Drug Enforcement	PARK VISTA HOTEL	523243	737773	10/28/2005	1869.00	30062780	307
Drug Enforcement	RESIDENCE INN BY MARRIOTT	523235	83919380	10/28/2005	110.02	30062782	307
Drug Enforcement	SUNTRUST BANK CARD	523058	MARRIOTT	10/31/2005	8.74	30062800	307
Election Commission	MUSIC ROAD INN	522195	#92057370	10/7/2005	1480.00	1061717	101
Emergency Management	SUNTRUST BANK CARD	42864	CONTINENTAL EXPRESS	10/31/2005	314.80	1062791	101
Ext Day Care Program	ALISA MOORE	521998	9/26/05	10/7/2005	31.92	46061892	146
Ext Day Care Program	KATHY SMITH	523202	SEPT.05	10/28/2005	85.12	46062765	146
Federal Projects	MARK P DOWLEN	521853	9/26-27/05	10/7/2005	103.27	42061869	142
Federal Projects	SUNTRUST BANK CARD	51345	HOLIDAY INN	10/31/2005	179.55	42062797	142
Field Line Inspection	GARY FERGUSON	521791	9/30/05	10/7/2005	432.44	1061685	101
Field Line Inspection	GREGORY A. MOYERS	521793	9/30/05	10/7/2005	438.52	1061689	101
Field Line Inspection	GUY WALKER	521795	9/30/05	10/7/2005	383.04	1061690	101
Field Line Inspection	J MICHAEL DOSSETT	521794	9/30/05	10/7/2005	369.74	1061694	101
Field Line Inspection	BRAD BOWERS	521792	9/30/05	10/7/2005	223.06	1061649	101
Field Line Inspection	SUNTRUST BANK CARD	522869	166	10/31/2005	226.80	1062791	101
Human Resources	SUNTRUST BANK CARD	22881	GROVE PARK INN & SPA	10/31/2005	153.00	1062791	101
Human Resources	SUNTRUST BANK CARD	32936	JOB PACK EXPRESS	10/31/2005	90.00	1062791	101
Hwy Safety Grant-Sheriff	DOYLE DAUGHERTY	522591	10/1-2/05	10/21/2005	76.00	1062263	101
Inspection & Regulation	GAY MILLER	521990	9/30/05	10/7/2005	52.44	1061686	101
Inspection & Regulation	DEBRA CLAXTON	521978	9/30/05	10/7/2005	15.96	1061675	101
Inspection & Regulation	ANITA BOLINGER	521977	9/29/05	10/7/2005	151.62	1061640	101
Inspection & Regulation	KEVIN MCKENZIE	521976	9/26/05	10/7/2005	6.08	1061705	101
Inspection & Regulation	JENNIFER L. PRIANO	522729	9/29/05	10/21/2005	160.36	1062276	101
Inspection & Regulation	CARRIE THOMAS	522721	10/6-7/05	10/21/2005	163.32	1062251	101
Inspection & Regulation	SUNTRUST BANK CARD	522877	026	10/31/2005	64.20	1062791	101
Jail	TONY RAYBURN	522163	9/19-22/05	10/7/2005	114.50	1061749	101
Jail	LISA R. HOARD	521796	9/19-22/05	10/7/2005	18.26	1061712	101
Jail	CY CRUTTENDEN	521755	9/20-21/05	10/7/2005	16.00	1061667	101
Jail	TRANS COR AMERICA INC	51431	471541	10/13/2005	250.00	1062040	101
Jail	DAYS INN- GLENSTONE LODGE	522459	K.MINCEY	10/13/2005	75.00	1061985	101
Jail	RADISSON JACKSONVILLE	522457	A.WATERS	10/13/2005	528.84	1062025	101
Jail	TRANS COR AMERICA INC	51408	471444	10/21/2005	532.00	1062327	101
Jail	TRANS COR AMERICA INC	51473	471726	10/21/2005	879.48	1062327	101
Jail	SAM TACKETT	522590	10/8/05	10/21/2005	16.00	1062309	101
Jail	DAVID WHEELER	523209	10/25/05	10/28/2005	16.00	1062613	101
Jail	SUNTRUST BANK CARD	522876	851	10/31/2005	30.01	1062791	101
Jail	SUNTRUST BANK CARD	522882	851	10/31/2005	36.50	1062791	101

CC/Fund Name	Vendor	VCHR_NO INVOICE_NO	Date Paid	ACCT_AMT	Check # FUN
Jail	SUNTRUST BANK CARD	522883 851	10/31/2005	76.01	1062791 101
Jail	SUNTRUST BANK CARD	523230 PILOT,FLASH MARKET	10/31/2005	68.58	1062791 101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	521780 9/28/05	10/7/2005	24.70	1061668 101
Juvenile Court	AMANDA G. MAY	521781 9/27/05	10/7/2005	18.24	1061636 101
Juvenile Court	SCOTT HELTON	522249 10/6/05	10/13/2005	15.20	1062030 101
Medical Personnel	KRISTI TIPTON	521982 9/29/05	10/7/2005	21.66	1061707 101
Medical Personnel	SHANNON BOGGS	521985 9/30/05	10/7/2005	183.16	1061736 101
Medical Personnel	CARRIE THOMAS	521983 9/29/05	10/7/2005	239.02	1061655 101
Medical Personnel	CYNTHIA JOHNSON RN	521984 9/16/05	10/7/2005	41.04	1061669 101
Medical Personnel	JENNIFER PITTS	521981 9/30/05	10/7/2005	25.84	1061699 101
Medical Personnel	SHANEEKA L. BETHEA-HARRIS	521986 10/4/05	10/7/2005	102.60	1061735 101
Medical Personnel	BRANDY MOSS	521980 9/30/05	10/7/2005	25.84	1061650 101
Medical Personnel	MIKE STEWART	522241 9/16/05	10/13/2005	41.04	1062014 101
Medical Personnel	KRISTI TIPTON	523277 OCT.05	11/4/2005	26.10	1062879 101
Medical Personnel	JENNIFER L. PRIANO	523278 OCT.05	11/4/2005	204.48	1062873 101
Medical Personnel	CARRIE THOMAS	523260 OCT.05	11/4/2005	181.22	1062846 101
Property Assessors Office	DAVID EASTER	521979 9/22/05	10/7/2005	37.62	1061672 101
Property Assessors Office	LARRY L JONES	522012 9/28/05	10/7/2005	15.20	1061709 101
Property Assessors Office	DAVID WEAVER	522011 9/8/05	10/7/2005	11.40	1061673 101
Property Assessors Office	DANIEL J. PERKINS	522010 9/30/05	10/7/2005	133.76	1061670 101
Property Assessors Office	PHIL WILLIAMS	522013 9/30/05	10/7/2005	92.34	1061725 101
Property Tax Reappraisal	JAMES C. SNELL	522014 9/9/05	10/7/2005	8.36	1061695 101
Public Library	NANCY NORTON	522212 9/19/05	10/13/2005	24.70	15062052 115
Public Library	NANCY NORTON	522242 10/3-4/05	10/13/2005	36.08	15062052 115
Public Library	STERLING STREVEL	522464 10/3/05	10/13/2005	52.56	15062056 115
Public Library	SUNTRUST BANK CARD	522889 SHERATON	10/31/2005	109.00	15062792 115
Purchasing	LAURI BELL	521766 9/29/05	10/7/2005	26.98	1061710 101
Purchasing	FRED MARTIN	522593 10/13/05	10/21/2005	18.24	1062268 101
Purchasing	TERESA JOHNSON	522690 10/12-14/05	10/21/2005	56.55	1062320 101
Purchasing	JUDY HACKNEY	523025 10/21/05	10/28/2005	46.08	1062631 101
Records Management	BLOUNT COUNTY HIGHWAY DEPT	521842 51910	10/7/2005	35.98	1061647 101
Register of Deeds	NIHLA MCCALL	521807 9/20-30/05	10/7/2005	12.16	1061722 101
Register of Deeds	PENNY WHALEY	523244 10/17-20/05	10/28/2005	233.31	1062648 101
Register of Deeds	JOANNA BELCHER	523269 9/05-10/05	11/4/2005	60.48	1062874 101
Schools	KEN WAHLERS	521844 9/27/05	10/7/2005	44.84	41061835 141
Schools	LYNDA G LYDA	521849 9/30/05	10/7/2005	180.69	41061840 141
Schools	JUDITH RICE	521860 9/29/05	10/7/2005	72.96	41061832 141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	SHEILA YOAKUM	521851	09/21/05	10/7/2005	52.82	41061850	141
Schools	SHEILA YOAKUM	521852	8/31/05	10/7/2005	45.60	41061850	141
Schools	KATHY HUNT	521846	9/26/05	10/7/2005	15.80	41061833	141
Schools	KAY BEST	521996	9/28/05	10/7/2005	61.56	41061834	141
Schools	GARY IRWIN	521845	9/9/05	10/7/2005	13.68	41061824	141
Schools	LEANN HICKS	521855	9/23/05	10/7/2005	5.32	41061836	141
Schools	EUGENIA HUFFSTETTLER	521848	9/27/05	10/7/2005	32.68	41061821	141
Schools	THOMAS J JOHNSON	521856	9/30/05	10/7/2005	35.72	41061858	141
Schools	GLENDA THOMAS	521859	9/22/05	10/7/2005	14.44	41061825	141
Schools	MARY JANE JONES	521862	9/29/05	10/7/2005	167.58	41061841	141
Schools	SUSAN LEE	521850	8/30/05	10/7/2005	140.22	41061854	141
Schools	DIANE BAIN	521861	9/30/05	10/7/2005	58.71	41061816	141
Schools	ALISA MOORE	521997	9/30/05	10/7/2005	26.22	41061803	141
Schools	GLENN VITALE	521857	9/29/05	10/7/2005	90.44	41061826	141
Schools	BRIAN DILLARD	521854	9/30/05	10/7/2005	135.28	41061808	141
Schools	CYNTHIA SUE WEIMER	521847	9/28/05	10/7/2005	25.84	41061814	141
Schools	LEWIS EDGE	521991	9/29/05	10/7/2005	51.68	41061837	141
Schools	BETTY WAGNER	522210	9/29/05	10/13/2005	143.87	41062076	141
Schools	KAREN MOFFATT	522232	9/29/05	10/13/2005	31.92	41062084	141
Schools	TAMMY CASH	522233	9/30/05	10/13/2005	19.19	41062103	141
Schools	LAURA HAMONTREE	522209	9/28/05	10/13/2005	60.42	41062088	141
Schools	SONYA TEATER	522256	9/30/05	10/13/2005	45.98	41062101	141
Schools	ROBIN CELESTE COOK	522234	9/28/05	10/13/2005	73.15	41062100	141
Schools	KEITH A. EARLEY	522264	9/30/05	10/13/2005	221.54	41062085	141
Schools	ROBERT S KIRKHAM	522257	8/31/05	10/13/2005	62.32	41062099	141
Schools	ROBERT S KIRKHAM	522258	9/30/05	10/13/2005	78.66	41062099	141
Schools	CHRIS HUGHES	522227	9/2/05	10/13/2005	110.58	41062078	141
Schools	REBECCA BOSTROM	522231	9/28/05	10/13/2005	40.28	41062096	141
Schools	MELISSA WEEKS	522230	9/1/05	10/13/2005	13.68	41062092	141
Schools	MILDRED G DANIELS	522704	SEPT.05	10/21/2005	22.80	41062420	141
Schools	DAVID COOK	522772	9/17/05	10/21/2005	63.08	41062394	141
Schools	JUDY ALISA TEFFETELLER	522703	SEPT.05	10/21/2005	108.22	41062409	141
Schools	JESSICA JOY CARLESTON, RNBSN	522706	SEPT.05	10/21/2005	17.86	41062407	141
Schools	TERESA OWENS	523053	10/24/05	10/28/2005	97.42	41062736	141
Schools	NANCY R SYLVIA	523019	9/30/05	10/28/2005	121.98	41062727	141
Sheriffs Department	DAVID WESTERLING	521779	9/20-24/05	10/7/2005	91.80	1061674	101
Sheriffs Department	JEFF BURCHFIELD	522164	9/25-10/1/05	10/7/2005	308.72	1061698	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	ANGIE HUTCHENS	522407	10/4-6/05	10/13/2005	105.50	1061964	101
Sheriffs Department	JAMES BERRONG	522405	10/4-6/05	10/13/2005	85.00	1061999	101
Sheriffs Department	ALLEN RUSSELL	522394	10/2-7/05	10/13/2005	55.40	1061960	101
Sheriffs Department	ANDY WATERS	522420	10/30-11/5/05	10/13/2005	330.40	1061963	101
Sheriffs Department	CATHY TALBOTT	522224	9/20-22/05	10/13/2005	85.00	1061977	101
Sheriffs Department	KELLY WHEELER	522406	10/4-6/05	10/13/2005	80.50	1062005	101
Sheriffs Department	HOME BANK	522585	4229410167	10/21/2005	90.58	1062270	101
Sheriffs Department	SHANNON CARSWELL	522731	10/2-8/05	10/21/2005	218.37	1062311	101
Sheriffs Department	JASON SPARKS	523026	10/16-22/05	10/28/2005	171.99	1062630	101
Sheriffs Department	DONNA SLOAN	523024	10/13-15/05	10/28/2005	18.00	1062615	101
Sheriffs Department	MATT THOMPSON	522943	10/2-7/05	10/28/2005	94.21	1062641	101
Sheriffs Department	CINDY CAMPBELL	523023	10/13-15/05	10/28/2005	55.24	1062609	101
Sheriffs Department	SUNTRUST BANK CARD	522879	174	10/31/2005	45.33	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522880	182	10/31/2005	356.91	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522881	984	10/31/2005	33.35	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522884	182	10/31/2005	280.00	1062791	101
Sheriffs Department	SUNTRUST BANK CARD	522887	174	10/31/2005	230.93	1062791	101
Soil Conservation	SANDRA GREGORY	522941	OCT.05	10/28/2005	48.98	1062653	101
Tourism	HERB HANDLY	523224	10/13-14/05	10/28/2005	172.00	1062622	101
Veterans Services	SUNTRUST BANK CARD	522870	001	10/31/2005	169.50	1062791	101
Veterans Services	SUNTRUST BANK CARD	522871	001	10/31/2005	115.44	1062791	101
Veterans Services	SUNTRUST BANK CARD	522872	001	10/31/2005	115.44	1062791	101