

AGENDA
BLOUNT COUNTY BOARD OF COMMISSIONERS
THURSDAY, FEBRUARY 16, 2006, 7:00 P.M.

- A. **PRAYER** – Rev. Scottie J. Burkhalter, St. Paul Lutheran Church.
- B. **PLEDGE** – Boy Scout Troop 87 - Broadway United Methodist Church.
- C. **ROLL CALL.**
- D. **APPROVAL OF MINUTES:**
 - 1. January 19, 2006 meeting.
- E. **“BEST OF BLOUNT”** – Keep Blount Beautiful.
- F. **INPUT ON ITEMS NOT ON AGENDA.**
- G. **INPUT ON ITEMS ON THE AGENDA.**
- H. **RESOLUTIONS FOR SPECIAL RECOGNITION, MEMORIALS, ETC.**
- 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. John Lamb – Solid Waste Authority.
 - b. John Keeble, Steve Hargis, David Bennett, Damon Fortney, Bill Dunlap, Ron Dunn, Herb Handly, Erich Henry, Mitch Ingram, James McMillion, Roger Elder, Danny McKee, Jim Wilkerson, Johnny Leatherwood, Scott Lyons, and Donna Dowdy - Fairgrounds Committee.
 - c. Carl McDonald, Bill Proffitt – Blount County Planning Commission.
 - 4. Resolution authorizing a Blount County Fairgrounds Committee to carry out policies regarding the new fairgrounds.
- K. **REPORTS - COUNTY OFFICIALS, STANDING AND SPECIAL COMMITTEES:**
 - 1. Report of Financial Management Committee:
 - a. Budget transfers:
 - Highway Department - \$39,430.00.
 - b. Budget increases/decreases:
 - General County Fund - \$562,500.00.
 - General County Fund - \$40,747.00.
 - General County Fund - \$50,000.00.
 - General County Fund - \$246,661.00.
 - General Purpose School Fund - \$33,980.00.
 - General Purpose School Fund - \$6,000.00.
 - General County Fund - \$10,000.00.
 - General County Fund - \$1,153.85.
 - General County Fund - \$9,799.55.
 - c. Other Financial Management Committee items:
 - 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 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.
 - a. Resolution designating Blount County's share of the Hotel/Motel Tax to the General Debt Service Fund.
 - 2. Resolution authorizing amendments to the current contracts in lieu of performance bonds between the City of Alcoa, City of Maryville and Blount County and the Tennessee Department of Environment and Conservation for the closure and post closure maintenance of the Alcoa/Maryville/Blount County Sanitary Landfill by adjusting the penal sums thereof for inflation.
 - 3. Resolution authorizing the Insurance Committee per Tennessee Code Annotated § 8-27-502.
 - 4. Discussion and possible action regarding posting on the Internet of agenda for Board of Zoning Appeals five days prior to the meeting.
 - 5. Resolution to apply for Industrial Access Road Grant to service DENSO Manufacturing in the Blount County Industrial Park.
- 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, January 19, 2006, at 7:00 pm at the courthouse in Maryville, Tennessee. Ron Dunn, Deputy Sheriff of Blount County, legally opened the Board. Rev. Rich Mullan, Pastor of St. John United Methodist Church, gave the invocation, and American Heritage Girls Troop 131 led in the pledge to the American Flag.

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

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

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

IN RE: APPROVAL OF MINUTES OF DECEMBER 15, 2005 MEETING.

Commissioner Brock made a motion to approve the minutes of the meeting. Commissioner Gray seconded the motion.

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

IN RE: “BEST OF BLOUNT.”

Bob Patterson, Director of Great Smoky Mountains Heritage Center, gave a presentation.

**IN RE: RESOLUTION HONORING THE ALCOA HIGH SCHOOL TORNADOES FOOTBALL TEAM FOR THEIR ACCOMPLISHMENTS, and
RESOLUTION HONORING THE MARYVILLE HIGH SCHOOL REBELS FOOTBALL TEAM FOR THEIR ACCOMPLISHMENTS, and
RESOLUTION HONORING JACKIE GLENN FOR HER OUTSTANDING ACHEIVEMENTS AND ACCOMPLISHMENTS.**

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

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

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 Cardin seconded the motion.

A roll call vote was taken:

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

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

IN RE: ELECTION OF NOTARIES.

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

Robert A. Abbott	Larry E. Finney	Mary Ellen Loveday
Zenet Aburman	Arlene C. Frazier	Melissa A. Marshall
Joyce E. Allen	Linda H. Gidley	Jackie L. McMurray
Annette Beets	Patricia E. Hall	Jeffery R. Meyers
Lucy W. Bowser	Stephanie K. Hamby	Scott Nuchols
Billy W. Brewer, II	Kenneth S. Hawkins	Michelle Payne
Stephanie L. Carpenter	Mary Hobbs	Lisa Robison
Deborah P. Caughron	Anne Hodges	Joyce W. Russell
Sandra Chambers	Chris Hope	Robert P. Steich
Adrian J. Dave	Amanda L. Horn	Rhonda Stinnett
Gary Dennison	Brenda G. Huskey	Tina M. Stockton
J. K. Dowell	Sandra M. Johnson	Barbi Miller-Wildsmith
Bonnie M. Edwards	Joyce Keen	Teresa Ann Willocks
L. Lynette Edwards	Pamela Beth Lane	Tammie D. Wills
Tammy K. Elder	Denise D. Lewis	Lori L. Wright
Becky M. Emmerson	Marilyn A. Long	

Commissioner Farmer seconded the motion.

A roll call vote was taken:

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

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

IN RE: ELECTION OF JAMES C. FIEGLE TO BLOUNT MEMORIAL HOSPITAL BOARD OF DIRECTORS; DAN CAMPBELL, BILL JUDKINS, and ELECTION OF JERRY MARROW TO JAIL INSPECTION COMMITTEE; and ELECTION OF JOHN KEEBLE, JOE EVERETT, SANDRA ELDER, AND LEROY HUFF TO AGRICULTURAL EXTENSION COMMITTEE.

Commissioner Walker made a motion to elect James C. Fiegler to the Blount Memorial Hospital Board of Directors; Dan Campbell, Bill Judkins, and Jerry Marrow to the Jail Inspection Committee and John Keeble, Joe Everett, Sandra Elder, and Leroy Huff to the Agricultural Extension Committee. Commissioner Neubert seconded the motion.

A roll call vote was taken:

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

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

IN RE: CHANGE OF NAME OF INSURANCE/RISK MANAGEMENT COMMITTEE TO THE RISK MANAGEMENT COMMITTEE.

The Commission agreed to refer the item back to the Intergovernmental Committee for further discussion. There was no action taken in this matter.

IN RE: RESOLUTION APPOINTING TERI TRAVIS AS JUDICIAL COMMISSIONER FOR BLOUNT COUNTY, TENNESSEE, AND RELIEVING SCOTT HELTON AND ANDREW BRAKEBILL OF THE DUTIES OF SAME.

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

A roll call vote was taken:

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

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

IN RE: RESOLUTION TO APPROPRIATE FUNDING FOR STATE MANDATED DUI OFFENDERS’ PUNISHMENT PROGRAM.

Commissioner Kidd made a motion to approve the resolution with the stipulation that if state legislation defeats the previous mandate, the money will be returned to the General County Fund. Commissioner Walker seconded the motion.

A roll call vote was taken:

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

There were 18 voting aye, 1 voting nay, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION TO RESET THE MILEAGE REIMBURSEMENT RATE.

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

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

IN RE: RESOLUTION TO NAME THE NEW BUILDING OFFICIAL.

Commissioner Brock made a motion to approve Matthew Widner as the new building official. Commissioner Kidd seconded the motion. Commissioner Gray made a request that a disclosure statement be included if the new building official has any involvement with development.

A roll call vote was taken:

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

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

IN RE: REPORTS.

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

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

IN RE: SCHOOL CAPITAL FUNDING.

Commissioner Keeble made a motion to approve the funding for the schools capital plan. Commissioner Tallent seconded the motion. Commissioner Hargis made a motion to amend the main motion to include a request for all Hotel/Motel Tax Revenue to be used as revenue for the School Capital Funds. Commissioner Melton seconded the motion. A voice vote was taken on the motion to amend with Chairman Ramsey declaring the motion to have failed.

A roll call vote was taken on the main motion:

Arwood – nay	Farmer – aye	Kirkland – aye	Tallent – aye
Brock – aye	Graham – aye	McCall – aye	Townsend – nay

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

There were 13 voting aye, 6 voting nay, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: INITIAL RESOLUTION AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTY TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000.)

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

A roll call vote was taken on the motion:

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

There were 15 voting aye, 4 voting nay, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: RESOLUTION AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTY TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000) AND EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT.

Commissioner McCall made a motion to approve the resolution. Commissioner Brock seconded the motion. Commissioner Walker made a request that in the future in the Financial Management information only packets that there would be included a bond disbursement run that shows when these bonds are being spent so the Commission would be notified as to when the bonds are being issued.

A roll call vote was taken on the motion:

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

There were 15 voting aye, 4 nay, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: FAIRGROUNDS.

Commissioner Brock made a motion to approve the purchase of the property for the Fairgrounds in the amount of \$785,000.00, and Mr. Brock clarified the motion does not include a Phase II Environmental Study because one was not recommended. Commissioner Hargis seconded the motion. Commissioner Graham made a request to ask the Fairgrounds Committee to see if this type of event such as racing could be included and could be discussed and placed on the next Fairgrounds Committee Agenda.

Commissioner Melton made a motion to end discussion. Commissioner McCall seconded the motion. A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

Commissioner Walker made a motion to amend the main motion to add a hold harmless clause for the seller holding the seller responsible for any EPA infractions that occur after the purchase and the

price is subject to negotiations by the Finance Director, County Mayor, and a member of the Fairgrounds Committee before the next Commission Meeting and not to exceed the \$785,000.00. Commissioner Graham seconded the motion.

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

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

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

Commissioner Slater made a motion to amend the motion to include the development of this property within the Parks and Recreation Commission's master or long-range plan contingent upon purchase. Commissioner Kidd seconded the motion to amend.

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

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

There were 6 voting aye, 12 voting nay, and 2 absent. Chairman Ramsey declared the motion to amend to have failed.

A roll call vote was taken on the main motion:

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

There were 13 voting aye, 6 nay, and 2 absent. Chairman Ramsey declared the motion to have passed.

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

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

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

IN RE: RESOLUTION TO AUTHORIZE THE ADDITIONAL LINE-OF-DUTY DEATH BENEFITS PROVIDED BY CHAPTER 446 OF THE TENNESSEE PUBLIC ACTS OF 2001.

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

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

IN RE: INCAPACITATION OF COUNTY MAYOR.

Commissioner Walker made a motion to appoint Chairman Robert Ramsey as acting Interim County Mayor. Commissioner Cardin seconded the motion.

A roll call vote was taken on the motion:

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

There were 18 voting aye, 1 abstaining, and 2 absent. Chairman Ramsey declared the motion to have passed.

IN RE: ADJOURNMENT.

Commissioner Walker made a motion to adjourn the meeting. Commissioner Farmer seconded the motion. A voice vote was taken with Chairman Pro-tem McCall declaring the meeting to be adjourned.

RESOLUTION NO. _____

SPONSORED BY: COMMISSIONERS ROBERT RAMSEY AND JOE EVERETT

**A RESOLUTION HONORING KEEP BLOUNT BEAUTIFUL FOR THEIR
OUTSTANDING ACCOMPLISHMENTS**

WHEREAS, The Keep America Beautiful National Awards program was established to recognize and support outstanding Keep America Beautiful affiliates for successful programs that educate the public about litter prevention and "reduce, reuse, recycle" initiatives, and that organize local volunteer efforts to clean up, beautify, and improve local community environments; and

WHEREAS, during the 2005 National Awards ceremony at the 52nd Annual National Keep America Beautiful Conference in Orlando, FL, Keep Blount Beautiful was honored with a first-place Affiliate Award for outstanding community improvement programs, and a second place award in waste reduction education program for its Landfill Learning Center; and

WHEREAS, in 2005, they educated over 2600 students and 600 adults about litter prevention and waste reduction; hosted a "litter Hotline" that received 963 inquiries, 34 litter reports, 18 property complaints, and 12 dump complaints; had 290 volunteers remove 11,000 lbs of litter from the Little River; had volunteers read Dr. Seuss's *The Lorax* to over 600 students in honor of Arbor Day; partnered with Carpenter's Middle School to plant over 150 trees and shrubs; and collected 40,600 telephone directories for recycling through the local schools; and

WHEREAS, Keep Blount Beautiful Coordinator Kristi Falco, the Board of Directors, and the numerous volunteers are to be commended for their on-going efforts to educate and involve citizens, government and business leaders in their community improvement initiatives.

NOW, THEREFORE, we, the Blount County Mayor and the Blount County Board of Commissioners, do hereby give honor and recognition to Keep Blount Beautiful and invite all Blount County citizens to join us in applauding their efforts to improve our community with their outstanding clean up and beautification programs.

Duly authorized and approved the 16th day of February, 2006.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman Pro-Tem

County Clerk

Approved: _____

Vetoed: _____

Acting County Mayor

Date

RESOLUTION NO. _____

SPONSORED BY: COMMISSIONERS ROBERT RAMSEY AND STEVE HARGIS

A RESOLUTION HONORING THE BLOUNT COUNTY ACCOUNTING OFFICE FOR THEIR OUTSTANDING ACCOMPLISHMENTS

WHEREAS, on January 26, 2006, three of the Blount County Chamber Business Excellence Awards, in the Non-Profit/Government category, were awarded to the Blount County Accounting Department. The awards were Financial Management, Programming and Overall Winner for Business Excellence; and

WHEREAS, the Accounting Department has also been awarded the prestigious Comprehensive Annual Financial Report for the past 13 years, the Distinguished Budget Presentation Award for the past 10 years, and the Popular Annual Financial Report for the past eight years; and

WHEREAS, Dana West, Deputy Finance Director, is the Immediate Past President of the East TN Chapter of Association of Government Accountants, and Julie Talbott, Budget Manager, is the current Secretary; and

WHEREAS, Joey Bailey, Sr. Accounting Assistant, was presented with a National Association of Counties Achievement Award on an article she submitted on the new Blount County Library; and

WHEREAS, Ginger Whitehead, Payroll Supervisor, is the President of the East TN Chapter of American Payroll Association, Faye McDaniel, Payroll Technician, is the Treasurer and Patti Shaw, Payroll Technician, is the Secretary. Mrs. Whitehead also is a Certified Payroll Professional, has been awarded a Certificate of Merit from the American Payroll Association and is on their National Hotline Referral Committee; and

WHEREAS, Dana West, Dorothy Arnold, Accounts Payable Supervisor, and Sharon Stinnett, of the Accounts Payable Department, all have earned the Certified Public Administrator certificate; and

WHEREAS, Finance Director, David Bennett, is currently serving as president of the Tennessee Government Finance Officers Association and is National Treasurer-Elect for the Association of Government Accountants. He is a CPA and a Certified Government Financial Manager (CGFM).

NOW THEREFORE we, the Blount County Mayor and the Blount County Board of Commissioners, do hereby give honor and recognition to the Blount County Accounting Office for their outstanding achievements and their service to our community. We invite all Blount County citizens to join us in applauding the accomplishments of this dedicated group of public servants.

Duly authorized and approved the 16th day of February, 2006.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman Pro Tem

County Clerk

Approved: _____

Vetoed: _____

Acting 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 16th day of February, 2006:

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 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 Pro Tem

County Clerk

Approved: _____

Vetoed: _____
Acting County Mayor

Date

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE BLOUNT COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
DATE: FEBRUARY 16, 2006**

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>
Janet H. Cooper.....	01-18-2006
Nina Potter.....	01-18-2006
Rachael Cox.....	01-18-2006
Matthew C. Haralson.....	01-18-2006
James C. Eanes III.....	01-19-2006
Peggy G. Stephenson.....	01-19-2006
Mary A. Love.....	01-19-2006
Faith D. Glazer.....	01-20-2006
Miriam R. Joyce.....	01-20-2006
Patti J. Rice.....	01-20-2006
Kay Garrison.....	01-23-2006
Mary C. B. Bramblett.....	01-23-2006
Shirley K. Blair.....	01-27-2006
David A. Farmer.....	01-30-2006
Michael L. Dunn.....	01-30-2006
Krista Ledford.....	02-01-2006
Carol Miller.....	02-02-2006
Jayne Rahe.....	02-03-2006
Tina Ridings.....	02-06-2006
Sue E. Duvall.....	02-08-2006
Mary Witt jackson.....	02-08-2006
Carol L. Spence.....	02-08-2006

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE BLOUNT COUNTY COMMISSION
COMPLETED DEPUTY SHERIFF OATHS
DATE: FEBRUARY 16, 2006**

<u>Name</u>	<u>Date of completion</u>
Andrew R. Brakebill	01-19-2006
Byron Boring	01-19-2006
Matt Estridge	01-19-2006
James G. Deakin	02-01-2006
Thomas Ion	02-01-2006
Scott Matthew Pugliese	02-01-2006
Kerry Rives	02-01-2006
Gene C. Sinaro, Jr.	02-01-2006



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 FEBRUARY 16, 2006

Christie M. Beasley
Kendra Boling
H. Allen Bray
Bruce E. Dalimonte
Sharon Daugherty
Anthony Dunning
Vanessa A. Durham
Danny R. Edmonds
Wanda L. Edmondson
Brenda S. Farner
Janice Walker-Fillmore
David George Fowler
Sarah E. Greenway
Amber L. Hampton
Stephanie Ann Hardesty
Sarah R. Hayes
Patricia Huddleston
Amy K. Hurst
Julia Johnson
Patricia R. Jones
Jordan D. King
Jama L. Layne
Shannon R. Linginfelter
Emily Mantooth

Susan McFarland
Laura J. McQueen
Daniel M. Mitchell, Jr.
Neill R. Monaghan
Rebecca E. Myers
Robin Myrick
Shirley Ann Nanney
Selena Norton
April D. Oody
Deborah Miller-Osborne
Grant Parks
William H. Pearson, Jr.
Tamra Jean Prudot
Ty O. Pyles
Richard Rice
Lisa Young Robinson
Arlene V. Shoemaker
Michele D. Smitherman
Deborah L. Turner
Wanda Waters
Donna D. West
Kelly G. Whedbee
Jan Wingate



Blount County Mayor's Office

Dr. Robert L. Ramsey, Acting County Mayor
341 Court Street, Maryville, TN 37804-5906



TO: Intergovernmental Committee

FROM: Dr. Robert Ramsey, Acting County Mayor *RLR*

RE: Recommendation for Solid Waste Authority

DATE: February 1, 2006

For the consideration of the full commission, I am submitting my recommendation of the following name to be reappointed to the Board of the Blount County Solid Waste Authority for a six year term beginning January 2006:

Mr. John Lamb

**MEMBERSHIP AND TERM LIMITS OF THE
BLOUNT COUNTY SOLID WASTE AUTHORITY**

Revised 02/18/04

Members appointed by the Blount County Executive

Name	Length of Term	Date Term Began	Date Term Ends
Joe Everett	6 years	January 1, 2004	January 1, 2010
J.C. Franklin	6 years	August 1, 2002	January 1, 2008
Howard Kerr	6 years	January 1, 2002	January 1, 2008
John Lamb	6 years	January 1, 2000	January 1, 2006
Bob Ramsey	6 years	January 1, 2002	January 1, 2008
Carl Walker	6 years	January 1, 2002	January 1, 2008
Craig West	6 years	January 1, 2004	January 1, 2010

Members appointed by the City of Alcoa

Jackie Hill	6 years	January 1, 2004	January 1, 2010
Mark Johnson	6 years	January 1, 2000	January 1, 2006

Members appointed by the City of Maryville

Ken Bell	6 years	January 1, 2002	January 1, 2008
Greg McClain	6 years	January 1, 2004	January 1, 2010

RESOLUTION NO. _____

SPONSORED BY COMMISSIONERS: KEITH BROCK AND DAN NUEBERT

A RESOLUTION AUTHORIZING A BLOUNT COUNTY FAIRGROUNDS COMMITTEE TO CARRY OUT POLICIES REGARDING THE NEW FAIRGROUNDS

WHEREAS, the Fairgrounds Ad-Hoc Committee has completed its duties and a site has been purchased; and

WHEREAS, in the best interest of Blount County, we are requesting that the Blount County Commission establish a committee and give it the power to carry out policies regarding the new Fairgrounds, such as scheduling, lease agreements, background checks, maintenance, and basic day to day operations; and

WHEREAS, we request that the committee be known as the Blount County Fairgrounds Committee and be composed of the following members who represent the many different interest groups and needs pertaining to the Fairgrounds: John Keeble - Commissioner, Steve Hargis – Commissioner, Donna Dowdy – Commissioner, David Bennett – Finance Director, Damon Fortney – Maintenance, Bill Dunlap – Highway Superintendent, Ron Dunn – Sheriff’s Department, Herb Handly – Visitors Bureau, Erich Henry – Soil Conservation, Mitch Ingram – UT Agriculture Extension, James McMillion – UT Agriculture Extension (representing 4-H), Roger Elder – representing quarter horse owners, Danny McKee – representing quarter horse owners, Jim Wilkerson – representing walking horse owners, Johnny Leatherwood- representing Foothills Antique Tractor and Engine Club, Scott Lyons – representing race car drivers.

NOW, THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners meeting in regular session on this the 16th day of February, 2006, that the Blount County Fairgrounds Committee is hereby authorized to carry out policies regarding the new Fairgrounds.

Duly authorized and approved the 16th day of February, 2006.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman Pro-Tem

County Clerk

Approved: _____

Vetoed: _____

Acting County Mayor

Date

CRAWFORD, CRAWFORD & NEWTON

ATTORNEYS AT LAW

FIRST TENNESSEE BANK BUILDING

P.O. BOX 4338

MARYVILLE, TENNESSEE 37602

JOHN C. CRAWFORD (1875-1949)
JOHN C. CRAWFORD, JR. (1906-1981)DUNCAN V. CRAWFORD
NORMAN H. NEWTON
LAJUANA G. ATKINSTELEPHONE (865) 982-5431
TELECOPIER (865) 984-6300**TELECOPY MEMORANDUM**

TO: David R. Bennett
Finance Director

ATTN: Pat James

TELECOPY: 273-5705

FROM: Norman H. Newton *NHN*

DATE: February 10, 2006

SUBJECT: Proposed recommendation from the Fairgrounds Ad-Hoc Committee

I am in receipt of a proposed recommendation from the Fairgrounds Ad-Hoc Committee relative to the Fairgrounds property. I have been asked to comment on the wording of the recommendation before it is presented to the County Commission.

The recommendation of the Ad-Hoc Committee is that the County Commission establish a "governing body" and give it the power to carry out policies regarding the Fairgrounds property.

The law in the state of Tennessee with regard to a county commission delegating its powers is summarized as follows:

Generally, where the county commission is given authority to exercise corporate powers, such powers cannot be delegated **except** the county commission may delegate to a committee the duty of performing ministerial acts, such as carrying out the county commission's policies.

The County Commission is responsible for the management and control of county property. See generally TENN. CODE ANN. § 5-7-101. Accordingly, the County Commission is and must remain the "governing body" for the Fairgrounds property. The County Commission, however, may establish polices for the management of the property and delegate responsibility for carrying out those polices to a committee.

It would appear that the intent of the Ad-Hoc Committee's recommendation is for the County Commission to create a committee which would have the power to carry out the County Commission's policies regarding the Fairgrounds property. I recommend that the second

WHEREAS paragraph be revised by deleting "governing body" and replacing it with "committee." With regard to the last two sentences of the recommendation, the County Commission would always have authority to dissolve the committee, and tying the terms of the members of the new committee to the terms of members of the existing commission committees is ambiguous. I recommend that these two sentences be deleted from the recommendation and that the County Commission determine a specific term for the members of the new committee and whether the members' respective terms should be staggered.

This transmission consists of two (2) pages. Please call (865) 982-5431 if you received an incomplete or faulty transmission.

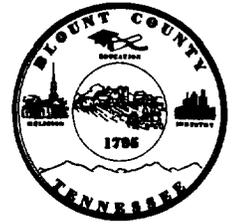
am



Blount County Mayor's Office

Dr. Robert L. Ramsey, Acting County Mayor

341 Court Street, Maryville, TN 37804-5906



TO: Intergovernmental Committee

FROM: Dr. Robert Ramsey, Acting County Mayor *RR*

RE: Recommendation for the Planning Commission

DATE: February 6, 2006

For the consideration of the full commission, I am submitting my recommendation of the following names for reappointment to the Blount County Planning Commission for a four year term ending February, 2010:

Mr. Carl McDonald
Mr. Bill Proffitt

BUDGET TRANSFERS

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>BUDGET COMM</u>	<u>VOTE</u>
131 – Highway Department Highway and Bridge Maintenance	\$39,430.00	Recommends	6-yes 1-absent

F.I.C

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 131

Cost Center Number 062000

Fund Name Highway\Public Works

Cost Center Name HIGHWEAY & BRIDGE MAINT

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
TRANSFER	131-062000-500399-00000	CONTRACTED SERVICES	\$39,430.00
TO:			
		Total Transferred to:	\$39,430.00

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
TRANSFER	131-068000-500709-00000	DATA PROCESSING	\$1,170.00
FROM:	131-068000-500714-00000	HIGHWAY EQUIPMENT	\$5,470.00
	131-068000-500723-00000	RIGHT-OF-WAY	\$1,450.00
	131-068000-500726-00000	STATE-AID	\$31,340.00
		Total Transferred to:	\$39,430.00

2-6-06
 X
 T. O. J. Jensen

Reason for Transfer Request:

CONCRACED SERVICES

Note:
Total transferred to
must agree with total
transferred from.

Signature of Department Head

Signature of County Executive

01/31/2006

Date

BUDGET INCREASES/DECREASES

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>FINANCE COMM</u>
101 – General County Election Commission	\$562,500.00	Recommends
101 – General County Emergency Management	\$40,747.00	Recommends
101 – General County Sheriff’s Department	\$50,000.00	Recommends
101 – General County Sheriff’s Department	\$246,661.00	Recommends
141 – Schools Operating Transfers	\$33,980.00	Recommends
141 – Schools Model Dropout Prevention Grant	\$6,000.00	Recommends
101 – General County Circuit Court Clerk	\$10,000.00	Recommends
101 – General County Veterans	\$1,153.85	Recommends
101 – General County Educational Network Connection	\$9,799.55	Recommends

RESOLUTION No. _____

Sponsored by: David Graham and Bill Dunlap

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds to purchase voting machines due to the receipt of a State grant; and

WHEREAS, the current machines would be sold and all money received from such sale would be used to offset the fund balance portion used over the grant amount; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-469800-00000	State Grant	\$466,250.00
101-000000-499998-00000	Fund Balance.....	<u>\$96,250.00</u>
	Total Revenue	<u>\$562,500.00</u>

APPROPRIATION:

101-051500-500731-00000	Voting Machines	<u>\$562,500.00</u>
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Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds to allow for the increase in the 2005-2006 Department of Justice/Courthouse Security grant; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-475912-00000 Other Fed thru State \$40,747.00

APPROPRIATION:

101-054442-500716-00000 Dept of Justice/Courthouse Security \$40,747.00

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to place funds in the Sheriff's Department data processing line from the reserve account composed of court fines collected and earmarked for such expenses; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-423203-00000 Reserve for Sheriff's Office Data Processing ... \$50,000.00

APPROPRIATION:

101-054110-500709-00000 Data Processing \$50,000.00

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds due to the receipt of a one-time federal grant for a mobile command center; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-477100-00000 Cops Grant \$246,661.00

APPROPRIATION:

101-054110-500718-00000 Motor Vehicle..... \$246,661.00

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to reclass preschool educational assistant costs from fiscal year 2001-2002; 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 16th day of February 2006, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-499998-00000 Use of Fund Balance **\$33,980.00**

APPROPRIATION:

141-099100-500590-00000 Transfers to Other Funds..... **\$33,980.00**

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to establish a budget for the receipt of the Model Dropout Prevention Grant for Heritage 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 16th day of February 2006, that the General Purpose School Fund Budget shall be amended as follows:

REVENUE:

141-000000-465900-00000 Other State Funds **\$6,000.00**

APPROPRIATION:

141-072132-500116-00000 Teachers..... \$4,500.00

141-072132-500201-00000 Social Security \$279.00

141-072132-500204-00000 Retirement \$248.00

141-072132-500206-00000 Employee Insurance-Life \$18.00

141-072132-500212-00000 FICA Medicare \$65.00

141-072132-500429-00000 Instructional Supplies..... **\$890.00**

Total Appropriations..... \$6,000.00

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds to purchase information technology equipment in the Circuit Court Clerk's office; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-498024-00000 Circuit Court Clerk Fee-Data Processing \$10,000.00

APPROPRIATION:

101-053120-500709-00000 Data Processing Equipment \$10,000.00

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

RESOLUTION No. _____

Sponsored by: Bill Dunlap and David Graham

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds due to the receipt of monies from the State of TN for the work of Veterans Service Officers; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-449904-00000 Miscellaneous Revenue **\$1,153.85**

APPROPRIATION:

101-058300-500101-00000 County Official/Administrative Office **\$1,153.85**

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION No. _____

Sponsored by: Kenneth Melton and David Graham

RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds in order for the Walland/Townsend area to have access to the Blount Educational Network; and

WHEREAS, Comcast Communications has submitted a proposal to the Blount County Schools in the amount of \$9,799.55 which will cover the costs of digital transport of the signal to the Townsend hub site; 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 16th day of February 2006, that the General County Fund Budget shall be amended as follows:

REVENUE:

101-000000-499998-00000 Use of Fund Balance \$9,799.55

APPROPRIATION:

101-051900-500599-00000 Other Charges \$9,799.55

Duly authorized and approved the 16th day of February 2006.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

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 16th day of February, 2006.

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy Crawford, certify that I am the duly qualified and acting County Clerk of Blount County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on February 16, 2006; 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 February, 2006.

County Clerk

(SEAL)

**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 to 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

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

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: _____

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
Definitions

Section 1.01. Defined Terms2

ARTICLE II
Interpretation

Section 2.01. Interpretation15

ARTICLE III
Commencement and Completion of the Project;
Issuance of the Bonds; Use of Project

Section 3.01. Agreement to Construct the Building15

Section 3.02. Issuance of the Bonds16

Section 3.03. Deposit of Bond Proceeds16

Section 3.04. Use of Proceeds by the Lessees16

Section 3.05. Disbursement of Bond Proceeds Proceeds16

Section 3.06. Completion of the Project17

Section 3.07. Investment of Funds; Application of Investment Earnings17

Section 3.08. Interest Rate Conversions18

Section 3.09. Tax Status of the Bonds18

Section 3.10. Rights of the Bond Insurer19

ARTICLE IV
Payment Obligations of Lessees

Section 4.01. Basic Rent19

Section 4.02. Additional Rent19

Section 4.03. Time and Manner of Payment21

Section 4.04. Amount of Payment21

Section 4.05. Payments Assigned24

Section 4.06. Obligation of Lessees Unconditional24

Section 4.07. Pledge of Taxing Power24

Section 4.08. Rebate Covenants of Lessees25

ARTICLE V
Representations and Covenants

Section 5.01. Representations and Covenants of the Lessor26

Section 5.02. Representations and Covenants of the Lessees27

ARTICLE VI
Rent Absolute; State of Title

Section 6.01. No Termination or Abatement for Damage or Destruction, Etc29

Section 6.02. No Termination for Insolvency, etc., of Lessor29

Section 6.03. Waiver of Rights by Lessees30

Section 6.04. Condition and Title of Project30

Section 6.05. No Conveyance of Title by Lessor30

ARTICLE VII
Taxes and Other Charges

Section 7.01. Payment by Lessees - General30

Section 7.02. Taxes and Other Governmental Charges30

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");

WITNESSETH:

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 for 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-eighty day after any Computation Date is not a Business Day, then not later than three (3) Business Days prior to such fifty-eighth day.

(c) Not later than fifty-eight (58) days following each Installment Computation Date, the 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 18.08. 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%

RESOLUTION No. _____

Sponsored by Commissioners: Jeff McCall and John Keeble

A RESOLUTION DESIGNATING BLOUNT COUNTY'S SHARE OF THE HOTEL/MOTEL TAX TO THE GENERAL DEBT SERVICE FUND.

WHEREAS, significant dollars are generated each year through tourism in Blount County and through tourist dollars being spent in local hotels and motels; and

WHEREAS, Blount County receives 37.5% of the proceeds from the 4% hotel/motel tax for appropriation by the Blount County Commission; and,

WHEREAS, this 37.5% is subject to the full county commissions authority for appropriation.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this ____ day of _____ 20____, that they hereby designate in the 2006-2007 and 2007-2008 budget the growth in the County share of the 37.5% of the hotel/motel tax with the base year being fiscal year end June 30, 2006.

BE IT FURTHER RESOLVED that in FY 2008-2009 and beyond, the County Commission hereby designates the entire 37.5% of the hotel/motel tax to the General Debt Service Fund.

Duly authorized and approved the ____ day of _____, _____.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Executive

Date

CRAWFORD, CRAWFORD & NEWTON

ATTORNEYS AT LAW

FIRST TENNESSEE BANK BUILDING

P.O. BOX 4338

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

MEMORANDUM

TO: Intergovernmental Committee
c/o Rhonda Pitts

FROM: Norman H. Newton *h#n*

DATE: February 6, 2006

SUBJECT: 2006 inflation amendments to Landfill contracts in lieu of performance bonds

The County Mayor's office is in receipt of a request from the City of Alcoa to approve 2006 inflation adjustments to the current contracts in lieu of performance bonds for the Alcoa/Maryville/Blount County Sanitary Landfill. Enclosed herewith is a copy of information provided to the Alcoa City Commission at its January 10, 2006, meeting explaining this requirement.

Provided herewith is a resolution for the committee's consideration that will authorize the Acting County Mayor to execute the 2006 inflation amendments to the contracts.

am

c: David R. Bennett (by telecopy to 273-5705)
Pat James (by telecopy to 273-5705)

RESOLUTION SPONSORS: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AMENDMENTS TO THE CURRENT CONTRACTS IN LIEU OF PERFORMANCE BONDS BETWEEN THE CITY OF ALCOA, CITY OF MARYVILLE AND BLOUNT COUNTY AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE CLOSURE AND POST CLOSURE MAINTENANCE OF THE ALCOA/MARYVILLE/BLOUNT COUNTY SANITARY LANDFILL BY ADJUSTING THE PENAL SUMS THEREOF FOR INFLATION

WHEREAS, City of Alcoa ("Alcoa"), City of Mayville ("Maryville") and Blount County jointly own and operate the Alcoa/Maryville/Blount County Sanitary Landfill ("Landfill"); and

WHEREAS, pursuant to TENN. CODE ANN. § 68-211-116 and the Rules and Regulations of the State of Tennessee, the Tennessee Department of Environment and Conservation ("TDEC") requires that operators of landfills provide the state with financial assurance for the proper closure and post closure maintenance of landfills and landfill cells; and

WHEREAS, Alcoa, Maryville and Blount County have provided such financial assurance for the Landfill by executing contracts in lieu of performance bonds as permitted by TENN. CODE ANN. § 68-211-116(c); and

WHEREAS, TDEC requires that such contracts be adjusted annually for inflation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 16th day of February, 2006, as follows:

SECTION 1. The Acting County Mayor is authorized on behalf of Blount County to execute amendments to the current contracts in lieu of performance bonds between Alcoa, Maryville and Blount County and TDEC for the closure and post closure maintenance of the Landfill by adjusting the penal sums thereof for inflation as follows:

<u>Contract/Permit</u>	<u>2006 Assurance</u>	<u>Adjustment from 2005</u>
SNL 05-103-0105	\$ 126,183.00	\$ (2,025.00)
SNL 05-103-0105 Ext.	9,107,331.00	239,433.00
DML 05-0091 NA	276,449.00	7,270.00
DML 05-0091 SA	981,308.00	25,799.00

requiring it. **SECTION 2.** This resolution shall take effect upon its adoption, the public welfare

ADOPTED this 16th day of February, 2006.

Attest: Chairman Pro Tem

County Clerk

Resolution Sponsors:

Commissioner

Commissioner

Approved: _____

Vetoed: _____ Acting County Mayor _____ Date

Alcoa City Commission Meeting
 January 10, 2006 Meeting
 Agenda Item

The City Commission is requested to approve a resolution authorizing the Mayor to execute the annual amendments to the Contracts in Lieu of Performance Bond for the Financial Assurance relative to closure and post-closure monitoring of the Landfill's disposal cells. These amendments are required annually by the State of Tennessee as a result of their calculation of the financial surety required by the Contract.

Beginning in 2002, the State began annual calculations of the financial assurance requirements to reflect future worth values. These are amended annually to reflect inflation rates since the previous amendment. Since then staff has presented these amendments annually for City Commission approval. However, since the funding for this assurance is included in the Landfill tipping fee and is included in each year's annual budget, the attached resolution is proposed to streamline the annual amendment process.

This year's adjustment includes a decrease to one agreement and an increase for three others. The closed Class I / Household Waste cell (SNL 05-103-0105) should continue to decrease each year as the required post-closure monitoring period continues to diminish. The three other contracts, one for the current Class I operations and two others for the current Class III (Demolition) operations are increasing based on annual inflation calculations. Adjustments are noted below:

Permit	2005 Assurance	2006 Assurance	Adjustment
SNL 05-103-0105 (See Note)	\$128,208	\$126,183	(\$2,025)
SNL 05-103-0105 Ext	\$8,867,898	\$9,107,331	\$239,433
DML 05-0091 NA	\$269,179	\$276,449	\$7,270
DML 05-0091 SA	\$955,509	\$981,308	\$25,799

Note: DML 05-103-0105 was closed in 1999. 30 years of post-closure care required.

This same request has been forwarded to the Blount County Commission and the Maryville City Council. As soon as approvals are received from them, original copies (6 each) of the amendments will be distributed for execution by the respective Mayors and then forwarded to TDEC.

RESOLUTION NO. _____

**SPONSORED BY COMMISSIONERS:
JEFF MCCALL, DONNA DOWDY, AND ERNIE TALLENT**

**A RESOLUTION AUTHORIZING THE INSURANCE COMMITTEE PER
TENNESSEE CODE ANNOTATED § 8-27-502**

WHEREAS, Tennessee Code Annotated § 8-27-502 requires Counties which provide insurance coverages to their employees to also establish an "Insurance" Committee to oversee contracts, etc., relating to these coverages; and

WHEREAS, the Insurance/Risk Management Committee has handled these duties since the inception of these benefits; and

WHEREAS, the Insurance/Risk Management Committee has relinquished its duties related to employee benefits, including the overseeing of contracts as mentioned above.

NOW, THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners meeting in regular session on this the 16th day of February, 2006, that the duties as outlined in T.C.A. § 8-27-502 shall be performed by the Blount County Human Resources Committee and the Blount County Human Resources Committee shall become known as the Blount County Human Resources/Insurance Committee.

Duly authorized and approved the 16th day of February, 2006.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman Pro-Tem

County Clerk

Approved: _____

Vetoed: _____

Acting County Mayor

Date

Document 1 of 1**Source:**

Tennessee Code/TITLE 8 PUBLIC OFFICERS AND EMPLOYEES /CHAPTER 27 GROUP INSURANCE FOR PUBLIC OFFICERS AND EMPLOYEES /PART 5 INSURANCE FOR COUNTY EMPLOYEES AND OFFICIALS /8-27-502. Committee to carry out law - Insurance contracts - Approval - Modifications.

8-27-502. Committee to carry out law - Insurance contracts - Approval - Modifications.

- (a) In counties desiring to provide such insurance coverage for employees and officials, the county legislative body or other governing body of the county shall appoint a committee of the county legislative body or other governing body of the county to carry out the intent of this part.
- (b) Such committee shall prepare and present for approval a contract or contracts with one (1) or more insurance companies, or other corporations which may exist under the provisions of title 56, chapter 27, 28, or 29 authorized to do business in the state of Tennessee, or with one (1) or more insurance trusts which have contracted with an insurance company, or companies, or corporation, as set out above, authorized to do business in the state of Tennessee for a policy or policies of group insurance to provide for the payment of group life, hospitalization, disability, or medical expenses for county employees and officials. Such approval shall be by a majority vote of the county legislative body or other governing body of the county and shall be executed in the name of the county by the county executive.
- (c) Such contracts may from time to time be amended, modified, or changed by a majority vote of the county legislative body or other governing body of the county.
- (d) The policy or policies shall conform to the standard provisions of group insurance policies as set forth in this code.

[Acts 1961, ch. 139, § 2; T.C.A., § 8-3906; impl. am. Acts 1978, ch. 934, §§ 7, 16, 36; T.C.A., §§ 8-4105, 8-50-202.]

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RESOLUTION NO. _____

SPONSORED BY COMMISSIONERS: JOHN KEEBLE AND OTTO SLATER

A RESOLUTION TO APPLY FOR INDUSTRIAL ACCESS ROAD GRANT TO SERVICE DENSO MANUFACTURING IN THE BLOUNT COUNTY INDUSTRIAL PARK

WHEREAS, Blount County, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development; and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of Blount County; and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee; and

WHEREAS, on December 5, 2005, DENSO Manufacturing finalized plans to construct a manufacturing facility in the Blount County Industrial Park in Maryville, Tennessee; and

WHEREAS, the construction of an industrial access road to serve said proposed plant is necessary and vital to the successful completion of this project and the future economic well being of this area.

NOW, THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners meeting in regular session on this the 16th day of February, 2006, that an application be made to the Tennessee Department of Transportation for assistance in the construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959, and pursuant to the "Rules and Regulations for the Construction of Industrial Highways" promulgated by the Commissioner of Transportation.

Duly authorized and approved the 16th day of February, 2006.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman Pro-Tem

County Clerk

Approved: _____

Vetoed: _____

Acting County Mayor

Date



Amy Dr
Amanda Dr

Stone Tree Dr
Archer Dr

Brookdale Frd

Middle Settlements Rd

Songbird Dr
Orr Cir
Arabian Ln

Jeania Ln

Wooddale St
Springdale St

Pine Dale St

Oakdale St

Cimmarron St

Foch St

Hunter's Crossin Dr

X



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129

Google



State of Tennessee

Fifth Judicial District

865 + 273-5550
Fax: 865 + 273-5558

W. Dale Young
Judge

CIRCUIT COURT
Blount County Justice Center
946 East Lamar Alexander Parkway
Maryville, Tennessee 37804

MEMORANDUM

TO: Blount County Commission

FROM: W. Dale Young, Presiding Judge, Fifth Judicial District 

DATE: February 15, 2006

SUBJECT: **Fifth Judicial District Court Security Committee Request**

The Fifth Judicial District Court Security Committee¹, in cooperation with the Risk Management Department for Blount County, Tennessee, recommends to the Blount County Commission that the Risk Management Department's proposal for an upgrade of the security for the Blount County Juvenile Detention Center be approved².

It is vital that the recommendations be adopted February 16, 2006 and that the recommendations be implemented immediately.

Your attention is called to the fact that all of the security upgrades recommended are without cost to Blount County taxpayers inasmuch as the upgrades are funded entirely through a federal grant.

As a result of the Juvenile facility upgrades, it will be necessary to employ two (2) additional personnel. The Committee recommends that funding for the new personnel come directly from the newly implemented (January 1, 2006) continuance fee revenues authorized by statute³, created exclusively for Court security.

Likewise, the funding for new personnel recommended is without cost to Blount County taxpayers inasmuch as the cost will be funded entirely through fees accessed to litigants who use the facility.

¹Tennessee Code Annotated §16-2-505, a copy of which attached for your immediate reference.

²An outline of the Risk Management proposal is attached for your immediate reference.

³Tennessee Code Annotated §8-21-104, a copy of which is attached for your immediate reference.

TENNESSEE CODE ANNOTATED § 16-2-505

(Establishes Court Security Committee)

(2) Each county shall establish a court security committee composed of the county mayor, sheriff, district attorney general, the presiding judge of the judicial district, and a court clerk from the county to be designated by the presiding judge, for the purpose of examining such space and facilities to determine the security needs of the courtrooms in the county in order to provide safe and secure facilities.

(3) Upon completion of the examination of security needs, the following procedure shall be followed:

(A) The administrative office of the courts shall distribute to each court security committee a copy of the minimum security standards as adopted by the Tennessee Judicial Conference, and each committee shall review and consider these standards in determining court security needs.

(B) No later than May 15, each year, the court security committee shall report its findings to the county legislative body and the administrative office of the courts.

(C) The county legislative body shall review and consider the recommendations of the court security committee in the preparation of the fiscal year 1995-96 budget and each budget subsequent.

(D) No later than December 1, each year, the county legislative body shall report to the administrative office of the courts any action taken to meet the security needs.

(E) No later than January 15, each year, the administrative office of the courts shall report to the general assembly on the compliance by each county government with the security needs established by the court security committee.

(4) Any recommendation by the court security committee requiring county expenditures shall be subject to approval of the county legislative body.

TENNESSEE CODE ANNOTATED § 8-21-104

(Authorizes \$2.00 Continuance Fees To Be Applied Exclusively To Court Security)

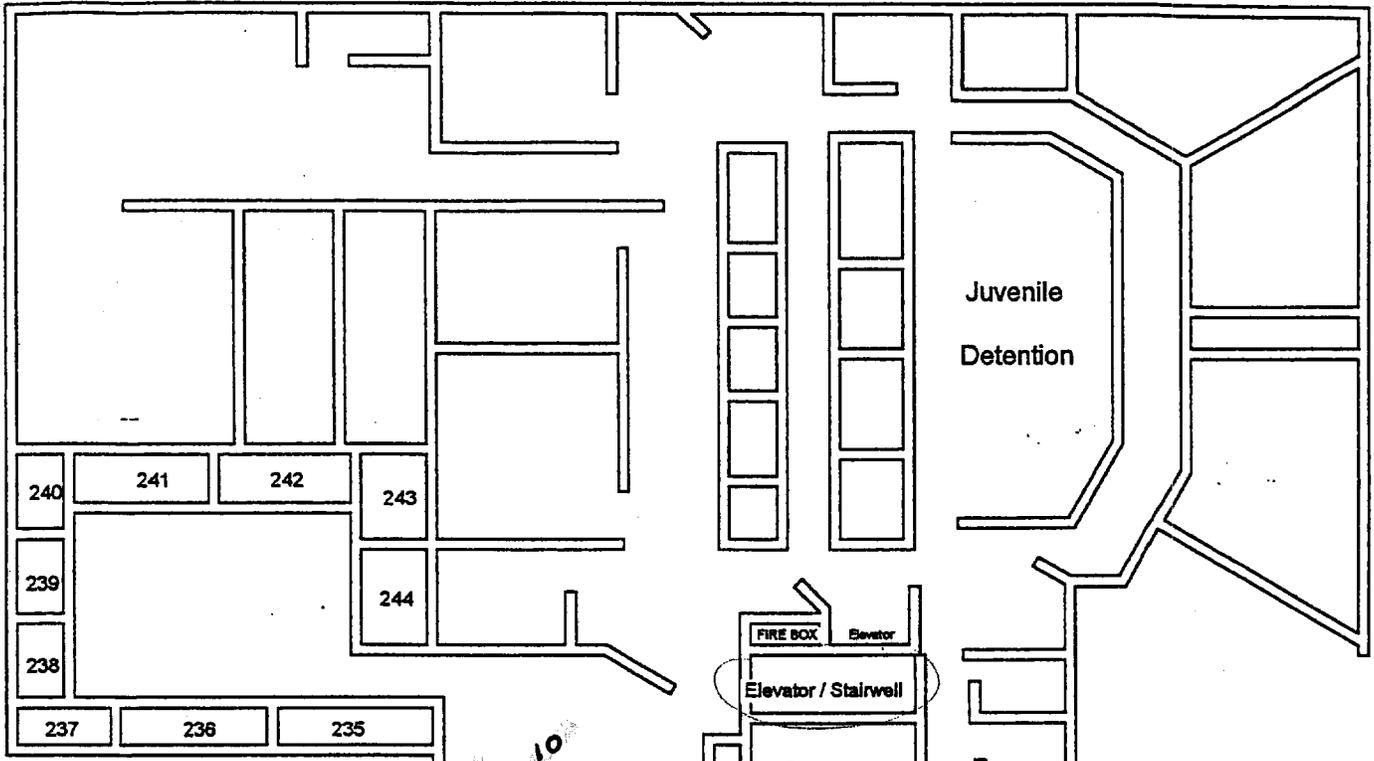
(3) (A) In all cases in all courts, the clerk shall charge a fee of five dollars (\$ 5.00) for each requested continuance

(B) In addition to the fee provided for in subdivision (i)(3)(A), the clerk shall also collect a courtroom security enhancement fee of two dollars (\$ 2.00). **The revenues from the two-dollar courtroom security enhancement fee shall be deposited into the county general fund. All revenue from this fee shall be used exclusively for the purposes of providing security and enhancing the security of court facilities in the county.** For each fiscal year, the court security committee, created by § 16-2-505(d)(2), shall develop and submit recommendations to the county legislative body regarding how such funds shall be utilized.

Juvenile Security Upgrade Proposal

1. **Stairwell:** Unrestricted Egress from hallway, restricted ingress from stairwell. Card reader, magnetic lock, and request to exit device.
2. **Elevator:** Restricted use to 2nd floor. Card reader, elevator controller.
3. **New Wall Door:** Unrestricted egress from hallway. Restricted ingress. Card reader, magnetic lock, and request to exit device.
4. **West Entrance:** Unrestricted egress from hallway. Restricted ingress. Card reader, magnetic lock and request to exit device.
5. **Records Entrance:** Unrestricted egress from juvenile side to records. Restricted ingress. Card reader, magnetic lock and request to exit device.
6. **South Exit:** Unrestricted egress. Restricted ingress. Card reader, magnetic lock and request to exit device.
7. **Office Area:** Restricted ingress to office area. Unrestricted egress. Card reader, magnetic lock and request to exit device.
8. **North Exit:** Unrestricted egress. Restricted ingress. Card Reader, magnetic lock and request to exit device.
9. **Metal Detector 1**
10. **Metal Detector 2**

EXIT

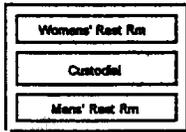


EXIT

North
Court Street

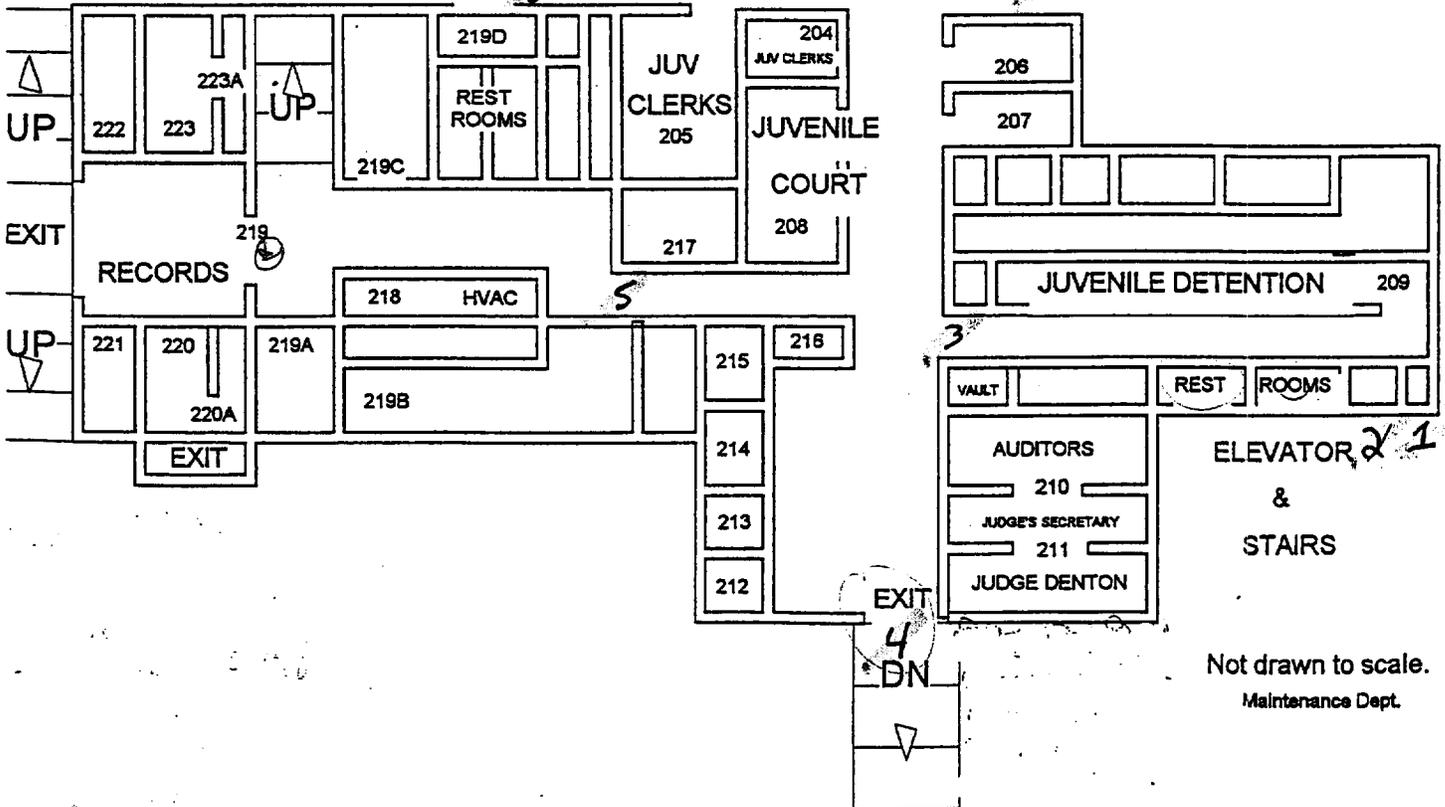
South
Court Circle

Exit 9



Exit 8

EXIT 6



Not drawn to scale.
Maintenance Dept.

INTERGOVERNMENTAL COMMITTEE
MINUTES
February 7, 2006

The Intergovernmental Committee of the Blount County Board of County Commissioners met on Tuesday, February 7, 2006, at 6:30 p.m. at the Blount County Courthouse. Roll call was taken:

Keith Brock – present	Steve Gray – present	Dan Neubert – present
Bob Evans – absent	Steve Hargis – present	Shirley Townsend - present
Joe Everett – absent	Jeff McCall – present	Mike Walker – absent
Gary Farmer – present	Kenneth Melton – present	

There were 9 present and 2 absent. John Keeble substituted for Mike Walker. Chairman Gray declared a quorum to exist.

IN RE: MINUTES OF JANUARY 10, 2006 MEETING.

Keith Brock made a motion to approve the minutes of the January 10, 2006 meeting. Gary Farmer seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

IN RE: SETTING OF PUBLIC HEARING REGARDING AMENDMENT TO THE ZONING RESOLUTION REGARDING SECTION 9.1F CONCERNING S-SUBURBANIZING AND SECTION 9.2F CONCERNING R-1 – RURAL DISTRICT 1.

Gary Farmer made a motion to set the public hearing for March 7 at 6:35 pm. Steve Hargis seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

IN RE: SETTING OF PUBLIC HEARING REGARDING REQUEST FOR REZONING R-2 TO R-1 FOR SMALL LOTS IN VICINITY OF TOP OF THE WORLD and SETTING OF PUBLIC HEARING REGARDING REQUEST FOR REZONING FROM R-2 TO R-1 FOR SMALL LOTS WITH ACCESS OFF TOWER ROAD IN VICINITY OF TOP OF THE WORLD.

Kenneth Melton made a motion to set the public hearings for the rezonings for April 11, 2006 at 6:35 pm. Gary Farmer seconded the motion. A voice vote was taken with Chairman Gray declaring the motion to have passed.

IN RE: REAPPOINTMENT OF JOHN LAMB TO THE SOLID WASTE AUTHORITY and APPOINTMENT OF JOHN KEEBLE, STEVE HARGIS, DAVID BENNETT, DAMON FORTNEY, BILL DUNLAP, RON DUNN, HERB HANDLEY, ERIC HENRY, MITCH INGRAM, JAMES McMILLION, ROGER ELDER, DANNY McKEE, JIM WILKERSON, JOHNNY LEATHERWOOD, SCOTT LYONS, AND DONNA DOWDY TO THE FAIR-GROUNDS COMMITTEE and REAPPOINTMENT OF CARL MCDONALD AND BILL PROFFITT TO THE PLAN-NING COMMISSION.

Keith Brock made a motion to recommend the appointments 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: RESOLUTION AUTHORIZING AMENDMENTS TO THE CURRENT CONTRACTS IN LIEU OF PERFORMANCE BONDS BETWEEN THE CITY OF ALCOA, CITY OF MARYVILLE AND BLOUNT COUNTY AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE CLOSURE AND POST CLOSURE MAINTENANCE OF THE ALCOA/MARYVILLE/BLOUNT COUNTY SANITARY LANDFILL BY ADJUSTING THE PENAL SUMS THEREOF FOR INFLATION.

Keith Brock made a motion to send to the resolution to the County Commission. Kenneth Melton 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
February 7, 2006

The Public Services Committee of the Blount County Board of County Commissioners met on Tuesday, February 7, 2006, at 6:00 p.m. at the Blount County Courthouse. Roll call was taken by Roy Crawford, Jr., County Clerk:

Bob Arwood - present	David Graham - present	Robby Kirkland - present	Ernie Tallent - absent
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. Bob Ramsey arrived after the roll was taken. Chairman Kidd declared that a quorum existed.

IN RE: MINUTES OF JANUARY 10, 2006 MEETING.

Dennis Cardin made a motion to approve the minutes. Donna Dowdy 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 January 10, 2006 meeting.

IN RE: AGENDA FOR BOARD OF ZONING APPEALS.

Dennis Cardin made a motion to recommend to the County Commission that the agenda for the Board of Zoning Appeals be put on the web site 5 days prior to the meeting. David Graham seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: RESOLUTION TO APPLY FOR INDUSTRIAL ACCESS ROAD GRANT TO SERVICE DENSO MANUFACTURING IN THE BLOUNT COUNTY INDUSTRIAL PARK.

John Keeble made a motion to send the resolution to the County Commission. Otto Slater seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: INTERSECTION OF FAIRVIEW ROAD WITH OLD NILES FERRY ROAD.

Highway Superintendent Bill Dunlap reported that road improvements are needed to the intersection of Fairview Road and Old Niles Ferry Road. HE will do research and bring back recommendations at the next meeting.

IN RE: PETITION ON REESE DRIVE OFF LONG HOLLOW ROAD.

Superintendent Dunlap reported that a petition has been received to add Reese Drive to the Official Roads List under the 2/3 1/3 plan. He advised the committee that the petition did not qualify due to the age of the subdivision. John Keeble made a motion to take no action on the petition. David Graham seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

IN RE: PETITION FOR SPEED HUMPS ON RIVERS EDGE ROAD.

Donna Dowdy made a motion to approve the speed humps on Rivers Edge Road off New Topside Road. Otto Slater 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
FEBRUARY 7, 2006

The Blount County Beer Board met in regular session on Tuesday, February 7, 2006, at 6:00 p.m. Present were Bob Arwood; Dennis Cardin; Donna Dowdy; David Graham; John Keeble; Bob Kidd, chairman; Robby Kirkland; Otto Slater; and Roy Crawford, Jr., Beer Board Secretary. Chairman Kidd declared a quorum to exist.

IN RE: APPROVAL OF MINUTES OF JANUARY 10, 2006 BEER BOARD MEETING.

Robby Kirkland made a motion to dispense with the reading and approve the minutes. John Keeble seconded the motion. A voice vote was taken on the motion with Chairman Kidd declaring the motion to have passed.

IN RE: ADJOURNMENT.

John Keeble made a motion to adjourn the meeting. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the meeting to be adjourned.

BLOUNT COUNTY EDUCATION COMMITTEE
Tuesday, February 7, 2006 - 12:00 noon
Blount County Schools Central Office

MINUTES

Members Present: John Keeble, Donna Dowdy, Steve Hargis, Shirley Townsend, and Robby Kirkland

Members Absent: Bob Evans and Joe Everett

Others Present: Don McNelly, Charles Finley, Brian Bell, Alvin Hord, Troy Logan, Bonnie Millard, and Jim Scully

Chairman John Keeble called the meeting to order.

Approval of Minutes

Steve Hargis made a motion, which was seconded by Donna Dowdy, to approve the minutes of December 6, 2005. A voice vote was taken and Chairman Keeble declared the motion to have passed.

Public Input

The Committee discussed issues such as the school gymnasiums, athletic field bleachers, and the criteria of intolerable status in the schools as to whether or not it should be made more understandable. There was no action taken in this matter.

Reports

Update on Maintenance/Construction Projects

Brian Bell gave a report on School Maintenance and Construction Projects. Dr. Bell stated the Carpenters Elementary School Project is still on schedule and is moving along. Dr. Bell informed the committee of on-going Maintenance Projects at the other county schools. There was further discussion concerning school construction projects. There was no action taken in this matter.

Financial Report

Troy Logan gave a Financial Report. Troy Logan stated there are no significant changes and things seemed to be rolling along. He stated he is still projecting going from \$3.6 million down to \$3.1 million for total fund balance. He stated he hoped it would be better than that. Mr. Logan stated property tax revenues have come in on target with budget. Mr. Logan stated sales tax through December, 2005, is 7% ahead of prior year and that is better than they had budgeted because they had budgeted 4% growth. Mr. Logan stated BEP would come in without any problem. He stated the interest income has the greatest growth. He stated the average interest rate is about 3.5% to 2.8%. Mr. Logan stated on the expenditure side that there wasn't anything out of the ordinary. Mr. Logan also stated they had been working on the budget for next year. Robby Kirkland asked Mr. Logan what is their outstanding debt on their loans. Mr. Logan stated they owe the County for the \$2.5 million dollar note and they will pay back \$524,000.00 this

year and two more payments after that with a total of \$1.5 million. Mr. Logan stated they owe money for a Lease Purchase Agreement for the Energy Performance Contract for energy improvements that have been made. He stated the first payment for this will be November of 2006 and that is the first of fourteen years in the amount of \$244,000.00 for the first payment. Mr. Logan stated they are funding that within their own operating budget. Mr. Keeble asked what is the anticipated cost for opening up the new school at Carpenters. Mr. Hord explained the positions that would need to be funded, i.e., librarian, custodians, supervisors, and other things that would be needed. Mr. Hord stated they are trying to make sure all the bases are covered. Mr. Keeble asked if there were any provisions being made for athletic facilities at Carpenters. Dr. Bell stated yes and they were looking at these. Mr. Hargis asked if the School Board has checked in to the \$24 million dollar high school and if that was even being considered at any time. Mr. Finley stated he hoped that everybody is aware that the \$42 million dollars was talking about a high school with a capacity of 1750 kids. Mr. Hargis stated that they had listened for so long for a high school and he thought it started with the Education Committee Meetings and then the money was available and it has changed. Mr. Hargis asked if they had reviewed it, concerning the \$24 million high school. Mr. Hord stated they had not. Further discussion continued. There was no action taken in this matter.

Educational Cable Programming Station for the Walland/Townsend Area

Brian Bell gave information regarding the educational programming for the Townsend/Walland area. He stated they had taken their request to the Finance Committee last night to fund the equipment necessary to include the Townsend/Walland area. Robby Kirkland made a motion to endorse the request for the funds that was going to the full Commission for approval. Donna Dowdy seconded the motion. A voice vote was taken with Chairman Keeble declaring the motion to have passed.

Blount County and Sevier County Students

Mr. Hord gave an update regarding the students in Blount County who attend Sevier County Schools and the students in Sevier County who attend Blount County Schools. Mr. Hord stated there was no impact on the school systems. There was no action taken in this matter.

Other

The Education Committee congratulated Alvin Hord for being reappointed as the Director of Schools and told him they appreciate him.

Next Meeting

The next meeting will be on Tuesday, March 7, 2006, at 12:00 noon at Carpenters Elementary School.

Adjournment

Donna Dowdy made a motion, which was seconded by Steve Hargis, to adjourn the meeting. A voice vote was taken with Chairman Keeble declaring the motion to have passed. The Education Committee adjourned on February 7, 2006.

FINANCE COMMITTEE/PURCHASING MEETING

Monday, December 5, 2005 – 5:30 p.m.
Room 430, Blount County Courthouse

Minutes

Members Present: Bill Dunlap, Kenneth Melton, David Graham,
Mike Walker, Bob Kidd, Dave Bennett (ex-officio),
Judy Hackney

Members Absent: Mayor Beverley Woodruff, Alvin Hord

Others Present: Julie Talbott, Dana West, Keith Brock, Jeff French, Brian Bell, Robbie Kirkland, John Randolph, Linda and Joe King, Dennis Cardin, Troy Logan, Leslie Bales-Sherrod, Harry Grothjahn, James Taylor, see also sign-in sheet

Input on Items Not on Agenda

Finance Director/Assistant County Mayor

Dave Bennett announced that although approved, he would not be voting in County Mayor Beverley Woodruff's place.

He also announced that Susan Gennoe, Accounting Manager and former Budget Director, would be leaving at the end of this month. Mr. Bennett recognized Mrs. Gennoe for her valuable contribution to the County.

Other Items not on agenda

Linda King spoke on lifting the property tax burden.

John Randolph discussed the benefits of a Civic Arts Center.

There was discussion on asset protection software for the schools and highway departments.

BioDiesel Fuel Bid

The motion was made by David Graham and seconded by Kenneth Melton to award a bid to McNutt Oil Co. for BioDiesel fuel in order to reduce emissions. The motion passed.

Approval of Minutes

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve the minutes from the November 7, 2005 Finance Committee/Purchasing meeting. The motion passed.

Purchasing

Indentix Inc.

The motion was made by Bill Dunlap and seconded by David Graham to send to the Commission a resolution submitted by the Purchasing Department that would allow for the extension of a maintenance contract by Indentix Inc. The motion passed.

Information Only

A list of sole source purchases and awarded bids was submitted as well as information on GovDeals. No action taken or necessary at this time.

Increases/Decreases

(all increases/decreases are forwarded on to the full Commission for approval)

General Purpose School-Adult Education

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$26,840.00 to establish a budget due to the receipt of additional funding for the Adult Education Program. The motion passed.

General Purpose School-Technology

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$7,500.00 due to the receipt of a donation from Sterling Engineering to be used for Channel 5 video equipment. The motion passed.

General Purpose School-Guidance Services

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$13,173.00 due to a contribution received from the Blount County Education Foundation for TCAP tests for the second grade students of the Blount County Schools. The motion passed.

General Purpose School-Regular Education

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$131,000.00 to increase the budget for the retiree bonus as negotiated with the BCEA for 7 retirees from the 04-05 year and an estimated 20 retirees for the 05-06 year. The motion passed.

General Purpose School-Regular Education

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$486,100.00 for the mid-year 2% raise as negotiated with the BCEA. The motion passed.

Cafeteria

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$23,200.00 for the mid-year 2% raise as negotiated with the BCEA. The motion passed.

Extended School Program

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$13,000.00 for the mid-year 2% raise as negotiated with the BCEA. The motion passed.

General County-General Welfare Assistance

The motion was made by Bob Kidd and seconded by Kenneth Melton to approve a budget increase in the amount of \$5,000.00 due to the receipt of a grant from Alcoa for the Imagination Library. The motion passed.

Transfers

The motion was made by Bob Kidd and seconded by Bill Dunlap to approve the following budget transfers:

1. **General County-Election Commission**-\$3,500 for employee insurance coverage on dependent.
2. **General County-Health Department**-\$2,000 for custodial supplies due to increase in staff and population served. Transfer sent on to Commission due to different cost centers.
3. **General County-Health Department**-\$26,169.50 for insurance coverage on additional employees.

The motion passed.

Invoice more than 10% or \$50 of purchase order

The motion was made by Bill Dunlap and seconded by Bob Kidd to approve payment for the following invoice:

1. **Environmental Health**-\$128.98 to Grainger Industrial Supply.

The motion passed.

Invoice date prior to purchase order date

The motion was made by Kenneth Melton and seconded by Bob Kidd to approve payment for the following invoices:

1. **Highway Department**-\$6,408.68 to Superior Pavement Marking, Inc.

The motion passed.

Discussion/Possible Action

Mileage Reimbursement Rate

The motion was made by David Graham and seconded by Bill Dunlap to extend the State allowed rate of \$0.46 per mile for one more month if that rate is maintained by the State. The motion passed.

Long Term Capital Plan

The motion was made by Bob Kidd and seconded by Kenneth Melton to send to the full Commission a resolution regarding the purchase of property for fairgrounds and a resolution asking that all or part of the submitted schools' funding requests be granted. The motion passed.

DUI Offenders

Resolution forwarded to Public Service Committee. No action taken.

SRO for new Carpenters Elementary

Sheriff's Department submitted letter stating immediate funding needed for this additional position. No action taken.

Meeting adjourned 6:47 p.m.

FINANCE COMMITTEE/PURCHASING MEETING

Monday, January 9, 2006 – 5:30 p.m.
Room 430, Blount County Courthouse

Minutes

Members Present: Bill Dunlap, Kenneth Melton, David Graham,
Mike Walker, Dave Bennett (ex-officio),
Judy Hackney, Alvin Hord

Members Absent: Mayor Beverley Woodruff, Bob Kidd

Others Present: Julie Talbott, Dana West, Judge Brewer, Sheriff Berrong, Jeff French,
Troy Logan, Mike Gribble, Rhonda Pitts, Linda King, Scott Helton, James Taylor, see also sign-
in sheet

Input on Items Not on Agenda

Sheriff's Department

The motion was made by Bill Dunlap and seconded by Kenneth Melton to send to the full Commission a resolution to request additional funding in order to meet the needs of a State mandated provision that allows convicted DUI offenders to be able to choose when they will serve their sentence. The motion passed with 5 yes and 2 absent.

Input on Items on Agenda

Commission Transfer

Dr. Robert Ramsey gave explanation for the transfer in the Commission cost center.

Approval of Minutes

The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve the minutes from the December 5, 2005 Finance Committee/Purchasing meeting. The motion passed with 5 yes and 2 absent.

Purchasing

Bids

The motion was made by Bill Dunlap and seconded by David Graham to approve the bid for Sheriff's office vehicles submitted by Neill Sandler. The motion passed with 5 yes and 2 absent. The motion was made by Kenneth Melton and seconded by Bill Dunlap to approve the bid for a utility vehicle submitted also by Neill Sandler. The motion passed with 5 yes and 2 absent.

Information Only

A list of sole source purchases and awarded bids was submitted as well as information on gasoline purchases and perishables for the period of October through December 2005.

Transfers

County Commission

The motion was made by Bill Dunlap and seconded by David Graham to approve a budget transfer in the amount of \$960.00 to provide funds for accounts as needed through June 30, 2006. The motion passed with 5 yes and 2 absent.

Building Official Salary

The motion was made by Bill Dunlap and seconded by David Graham to approve a budget transfer in the amount of \$8,000 to cover the salary and benefits of a new Building Official when hired. The motion passed with 5 yes and 2 absent.

Payment Authorization should have been on Purchase Order

The motion was made by Kenneth Melton and seconded by David Graham to approve payment for the following invoice:

1. **Health Department**-\$2,497.36 to Research Triangle Institute

The motion passed with 5 yes and 2 absent.

Discussion/Possible Action

Building Official Candidate

The motion was made by Bill Dunlap and seconded by David Graham to recommend to the full Commission the hiring of Matthew Widner for the Building Official position. Betsy Cunningham, H/R Directory, presented his resume and copies of numerous credentials. The motion passed with 5 yes and 2 absent.

Mileage Reimbursement

The motion was made by David Graham and seconded by Bill Dunlap to set the mileage reimbursement back to \$0.42 per mile for government employee travel. This pertains to those employees using their personal vehicles 100% of the time. The State put this same rate into effect January 1, 2006. The motion passed with 5 yes and 2 absent. The resolution was then forwarded to the full Commission for approval.

Information Only

FY 2006-2007 Budget

A copy of the budget manual and revised calendar was presented. It was decided to hold bi-monthly meetings beginning March 14, 2006

Meeting adjourned 6:18 p.m.

**BLOUNT COUNTY PLANNING COMMISSION
REGULAR SESSION
TUESDAY, DECEMBER 20, 2005
5:30 P.M.**

The Blount County Planning Commission met in regular session on Tuesday December 20, 2005, at the Courthouse. Staff was represented by: John Lamb, Director of Planning; Douglas Hancock, Planner; Roger Fields, Building Commissioner; and Administrative Assistant Gaye Hasty.

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 November 22, 2005 regular monthly meeting were approved. Prior to the meeting, these were mailed to members for review.

Public Hearings:

Public Hearing and possible action on rezoning request of John Spay owner and James and Linda Huss prospective buyers at 4550 Highway 411 South, Tax Map 089 Parcel 106.00 from R-1 rural District 1 to RAC Rural Arterial Commercial.

Mr. Lamb stated that previous rezoning requests in the general vicinity have been denied based on a change of thinking on what types of commercial uses, if any, should be allowed along Hwy 411. The recently completed Blount County Growth Strategy advocates for corridor planning for the area to define the desired extent of commercial use, particularly indicating limited commercial uses clustered at major intersections. Mr. Lamb recommended that the rezoning request be denied given the denial of previous rezoning requests of similar character in the vicinity, and the recommendation in the Growth Strategy for further planning. He stated that he felt the rezoning would be inadvisable and premature at this time. The public hearing portion of the meeting was opened at this time.

Ms. Jaimie Parker represented the prospective buyers and stated that they would like to rezone the first 500' of the property to RAC and leave the back portion as R-1. The proposed use is for a music store and restoration of musical instruments such as keyboards, pianos and organs. The prospective buyers are currently pricing a building offered by Morton Buildings to be located on the property. The building will contain approximately 10,000 square feet. Sixty percent of the building would be used for offices and the showroom. The other portion of the building would be used for the warehouse. Ms. Parker stated that the property is about 2 miles south of the Hwy 129 intersection.

Commissioner Hodge stated that the decision is not based on what the intended use for the property is. The property has to be considered as commercial for any use that falls within that zone.

Commissioner McDonald asked if someone else had requested a rezoning for this parcel of property. Mr. Lamb stated that it had not been considered for rezoning before.

Commissioner Hodge asked if Mr. Lamb would explain the planning process that he is recommending. Mr. Lamb explained that he is not necessarily recommending a certain plan, but since there had been a lot of controversy on the RAC zone corridor plans need to be done for Hwy 321 and Hwy 411. The Hunter Interest Growth Study also recommends corridor plans and/or clustering uses at major intersections. Mr. Lamb stated that this is why he feels that this is premature as the county has not gone through that process. If the Hunter Interest recommendation is taken at face value, this parcel of land is not at a major intersection. The Planning Commission will begin discussion of the Hunter Interest study in January.

Commissioner Stucky asked what type of operation would be prohibited within the bounds of the current zoning regulations. Mr. Lamb stated that the only possibility for a commercial use without a rezoning would be a family home occupation or family home enterprise. The Special Exception provisions were taken out of the R-1 zone. The owner could operate the music instrument restoration business in this zone if he lived on the property and had the business there as a family home enterprise. The regulations would allow a building of up to 2,000 square feet on a 2 acre parcel as a Special Exception if the Board of Zoning Appeals approved the use. Mr. Lamb stated that there are two problems with this request. The owner does not live on the parcel and he is requesting a building of 10,000 square feet.

There was no further public comment and the public hearing portion of the meeting was closed.

Commissioner McDonald made the motion that the recommendation be made to the County Commission to deny the request for rezoning. Commissioner Brownlie seconded the motion that received unanimous approval.

Public Hearing and possible action on rezoning request of Lyle Lee at 1211 William Blount Drive and County Farm Road for parcel 031 of Tax Map 67 from Suburbanizing to C-Commercial.

This request is an addition to a previous rezoning that was recently approved. The request constitutes an extension from 70 feet to 150 feet off of William Blount Drive. The total distance with the addition would be 670 to 750 feet off of

William Blount Drive. As divulged in the County Commission meeting for the previous action to rezone part of the property, the prospective use will be a lumber yard, but specific use is not necessarily a consideration in rezoning to the general C-Commercial zone since multiple uses will be allowed. Staff recommended that the rezoning request be approved. The public hearing portion of the meeting was opened at this time.

Mr. Mike Gribble spoke regarding the request. He stated that he felt that the land owner had misrepresented his request when the rezoning request was made with the intentions of a wholesale lumber company being located on the parcel. He stated that the property is listed with a real estate company and is being advertised as a ten acre tract that could be divided. Mr. Gribble stated concerns with increased traffic and the close proximity to William Blount Middle School and High School noting that a school bus had wrecked at this location two weeks after the rezoning was approved. He asked if Blount County really needed more commercial sites at this time and in this area. He stated that there are ten commercial sites available for sale in this same area. He questioned why the property along 411 Highway does not have as great a depth as the properties along William Blount Drive and 411 is a four lane road with a median while William Blount Drive is two lane.

No one else spoke regarding the rezoning request. The public hearing portion of the meeting was closed.

Commissioner Kidd made the motion to recommend to the County Commission that the request for rezoning be approved, seconded by Commissioner Melton.

Commissioner McDonald stated that he understood that William Blount Drive would be commercial on both sides, but this request contains a depth of over 750 feet. He stated that commercial lot depths off of 411 Highway are not 750 feet.

Commissioner Stucky asked what the access requirements would be for this rezoning as it actually fronts on County Farm Road. Mr. Lamb stated that the access to this parcel was somewhat improved up to the intersection with William Blount Drive. Mr. Lamb noted in his analysis that improvements may be necessary to County Farm Road. He stated that he understood that the main access to the property would be a new road going into the property across from County Farm Road going into William Blount High School. Mr. Lamb stated that he does not have objections to secondary access off of a minor road. He pointed out that there is an existing Commercial zone located on Morganton Road with an existing depth of 750 feet. He stated that the majority of this rezoning request is taken up by a pond.

Commissioner McDonald stated that his concern was that the larger the lot, the greater the use. This would put more traffic on William Blount Drive right at the

intersection where William Blount High School comes out and where William Blount Middle School is located.

Commissioner Hodge asked what type of use could or could not fit on the existing parcel and the parcel that would be added to it. Mr. Lamb stated that he has not fully understood what it is that the perspective buyer needs. It is his understanding the perspective buyer is a lumber company that wants the property below the pond for a storage area. Mr. Lamb stated that this was not a consideration in his recommendation.

Mr. Gribble asked to speak to the Commission at this time. He stated that he had spoken with the real estate company earlier in the afternoon and that the entire parcel is for sale. The real estate agent conveyed to him that the portion that had been rezoned previously was 8.6 acres and that the Planning Commission would be considering for rezoning the additional parcel for a total of 9.1 acres.

Commissioner Everett asked if the County was looking at rezoning this particular parcel of property for an individual or business that is looking to locate there, or is it being considered to increase the value as it is being offered for sale by the current owner. Mr. Lamb replied that he had looked at it with consistency to the 1101 Growth Plan, with the County Land Use Plan and with the existing uses in the area.

A roll call vote was taken on the motion to recommend for approval the rezoning request:

Commissioner Brownlie – No
Commissioner Everett – Yes
Commissioner Farmer – Yes
Commissioner Gray – No
Commissioner Hodge – No
Commissioner Kidd - Yes

Commissioner McClellan - No
Commissioner McDonald - No
Commissioner Melton - Yes
Commissioner Proffitt - No
Commissioner Scully - No
Commissioner Stucky – Yes

The motion to recommend the rezoning failed with 7 no votes and 5 yes votes.

HEARINGS

Concept Plans: None.

Preliminary Plats – Major Subdivisions: None.

Final Plats: Major Subdivisions:

Wyndsong Subdivision, Phase 2:

Wyndsong Subdivision, Phase 2 is a proposed 41 lot subdivision along existing county roads. The original preliminary plat for Wyndsong Subdivision was approved by the Planning Commission at the January 2004 regular meeting with 141 lots. The Phase 1 final plat has been completed including 100 of the proposed lots. Planning and Engineering Department staff recommended for Phase 2 final plat approval subject to:

- Final POA documentation to be recorded with final plat.
- Water and Electric certifications on the final plat that all tracts are served by water and electric (or a surety posted for completion).
- TWSI (Sewer System Manager) certification of the installation, ownership and operation of the sewer system to serve the Phase 2 lots.
- Final signature plats and a \$40.00 per lot platting fee.

Mr. Mark Elmy addressed the Commission at this time and read a letter from Ms. Barbara Collins that was handed out prior to the meeting. They requested that the letter be included in the meeting minutes as follows:

I am addressing the agenda item for final plat approval for Wyndsong Subdivision Phase II. This approval should not be granted. This subdivision is under judicial review in the court system and Phase II will be added to the lawsuit if final plat approval is given. The complaints listed in the lawsuit awaiting trial for Phase I are also complaints that I would like to make against Phase II. I am assuming John Lamb has given you copies of the original petition. These complaints include 3 intolerable schools that serve the area, only one entrance for a subdivision of this size, and many others.

I would like to elaborate on one complaint in particular, the road. I will not elaborate in this letter on the others, but the complaints are still valid for Phase II as well as Phase I.

Neighbors feel developers did not live up to their stated requirements for Phase I to make improvements to provide a safe road that fronts the subdivision. (See attached Planning Staff Report where the agreed to items on the road are highlighted).

To reward this kind of behavior by granting final plat approval would be outrageous behavior by the Blount County Planning Commission. Each of you should visit and see the crumbling pavement sticking out over a 9 foot dropoff with no shoulders. The state requirement is 18 feet of pavement with 2 foot shoulders. That was the state requirement a year ago and it is the state requirement now. In judicial proceedings the stricter of the county or state regulations is what is upheld.

Why would you expose Blount County to such liability? The road is very dangerous just waiting for a serious injury or death. A school bus travels this road every day. I am not sure what your individual legal liability would be for voting for more development on such a road, but I know I would not sleep nights knowing that I had in any way contributed to more traffic on this critically dangerous road.

Local citizens feel the road was safer before “developer improvements” to the road.

After the final plat approval for Phase I, Road Commissioner Dunlap told Bobby Collins, a neighbor to Wyndsong Subdivision that he (Dunlap) had to say the road would meet standards before the Planning Commission vote. Dunlap stated that Norm Newton told him if he didn't say certain things – there would be a lawsuit and the county would lose. Everything except the safety of Blount Countains seems to be considered in these approvals. Does this strike you as wrong?

Please consider the safety of your fellow man before voting for this plat approval.

Also, please see the attached letter to John Lamb concerning the vote on the final plat approval of Phase I. This letter was sent by registered mail, but was never answered. If you can get Mr. Lamb to answer it, local citizens would certainly appreciate it.

Mr. Lamb responded by saying that he had received the letter and was brought before the Planning Commission for amendment to the minutes. The minutes were amended to show the actual vote.

Mr. Elmy stated that he was unaware of a subdivision being planned for this property and that he too had concerns about the condition of the road and the additional traffic that would be generated from this subdivision.

Mr. Mike Gribble addressed the Commission at this time and stated that he was not aware that this property was in litigation. He also stated concerns regarding the schools that are located within the district of this subdivision.

Commissioner Stucky pointed out at this time that the four lot limitation was imposed on preliminary plat approvals after this subdivision had gained preliminary plat approval. Once a preliminary plat is approved and the preliminary plat conditions are met, the Planning Commission then moves forward with the final plat. He stated that the Planning Commission cannot put themselves in the position of approving a preliminary plat and then shutting a developer down after that. That does not invalidate the other concerns that have been made.

Commissioner Scully stated that he was concerned with the condition of the road. He stated that the staff memo mentioned that the county would be responsible for the roads in the development as well as Salem Road.

Mr. Hancock stated that he had spoken with Mr. Dunlap and that he had confirmed that the roads inside the subdivision were indeed county roads and that they were under his maintenance responsibility. He reminded the Commission that the preliminary plat was approved for 141 lots. They did not plat 41 of the lots for final plat. At the time of Phase 1 final plat, Mr. Dunlap did state that the road had met with his approval. Mr. Hancock stated that it is not a state requirement as the letter from Ms. Collins stated but a county requirement. He stated that at the time of the preliminary plat approval for this subdivision the county did not have the requirement of 18 feet of pavement width with 2 foot shoulders. The guideline used at the time of preliminary plat approval was 18 feet of paved width only. Mr. Hancock stated the recommendation is based on the original preliminary plat.

Mr. Ron Sharp engineer with the Blount County Highway Department stated that some underground utility boring had been done on the internal roads of the subdivision. The utility inspector for the Highway Department had been in contact with the utility company regarding necessary repairs that needed to be made to those roads.

Commissioner Hodge asked what type of improvements had been made to Salem Road. Mr. Sharp stated that there is a small section of the roadway that does need some shoulder repair. He stated that negotiations had been made for those repairs to be done. He stated that it was his understanding that those repairs were to be made by the contractor and not the developer. Commissioner Hodge asked if the particular portion of Salem Road indicated in the pictures presented to the Planning Commission by Ms. Collins had been addressed. Mr. Sharp stated that the conditions for preliminary plat approval had been met. The road has deteriorated since that time.

Commissioner McClellan made the motion to approve the final plat, seconded by Commissioner Everett. The motion to approve the plat was approved with Commissioner McDonald abstaining.

Preliminary and Final Plats – Major Subdivisions: None.

Preliminary and Final Plats – Minor Subdivisions: None.

Miscellaneous Items:

Extension of Preliminary Plat for Lili Marlene Subdivision:

The Lili Marlene Subdivision is a proposed 13 lot subdivision off Lee Shirley Road. This plat comes to the Planning Commission for routine renewal to December of 2006 subject to all previously approved conditions. Planning Department staff recommended that the preliminary plat approval be extended subject to previously approved notes.

Commissioner Everett made the motion to extend the preliminary plat as recommended by staff, seconded by Commissioner Brownlie. The motion to extend the preliminary plat received unanimous approval.

Determination of flood plain and other considerations for one lot plat of Potter property off of Mel Hall Road corner to Ada's Way:

The plat for the Potter Property could have been handled administratively but the plat shows flood plain such that a probable building area is present on the proposed lot. Scaled overlay of FEMA map information shows the flood plain such that the whole proposed lot would be within the 100 year flood limit. Subdivision Regulations require that all lots created have a buildable area outside the flood plain. Staff reviewed the site and determined the actual area of probable buildable area is most likely above the flood plain. The probable buildable area comes up from the creek on a bluff. This is a situation where the Planning Commission cannot approve a lot without a buildable area outside the flood plain, but they can use their own judgment as to what is a buildable area. Staff recommended that a buildable area be determined to exist using the flood plain limits as provided on the plat, and that the plat be approved with condition that scaled flood plain information from the FEMA map also be shown, and note placed that alternative flood plain limits are provided by field observation only. If Ada's Way is not intended to be used as access, a note would also be included that access is limited to Mel Hall Road to clarify any questions on joint maintenance of the private road.

Commissioner McDonald made the motion to approve the plat as recommended by staff, seconded by Commissioner Proffitt. The motion to approve the plat passed with Commissioner McClellan voting no.

Variance request for Jeff Tallent property for redivision of three substandard lots into two substandard lots in Smoky Mountain Cabin sites off of Calderwood Highway in Tallassee:

Mr. Tallent owns three platted lots in Smoky Mountain Cabin sites off of Calderwood Highway. The property is in a plat of record dated 1928 and recorded prior to regulations in the county. The property is located in the R-A zone and has a minimum lot size requirement of 23,000 square feet if on public water and 30,000 square feet if on well water. The lots are not served by public

water. The lots range from 12,500 square feet to 13,000 square feet calculated. The re-division would create two lots of approximately 19,000 and 18,000 square feet, still below the minimum lot size required by subdivision regulations and zoning regulations, but an improvement over the plat of record lots. Mr. Tallent requests variance of subdivision regulations to allow division of the property as indicated. In general, the Planning Commission can grant variances. Staff noted the following:

1. There is a practical difficulty involved since there are three existing lots of record, none of which meets present standards for lot area, and the proposed re-division would be an improvement on the present situation.
2. The grant of the variance will not nullify the intent of the Subdivision Regulations to require sufficient land for septic disposal, subject to confirmation that expanded lot area for parcel 32 will also pass environmental review for at least minimal septic area and reserve. Note that the proposed re-division will improve on the present situation.
3. The grant of variance will not be injurious to public health, safety and welfare, and will not be injurious to surrounding properties since the variance will allow an improvement of an existing platted situation.
4. The conditions are not fully unique to the property in that most of the other lots of record in the cabin subdivision also face the same constraints, but are generally unique to the particular cabin subdivision being an old plat of record different from other platted situations in the county.
5. The particular plat of record, established in conformity with lack of regulations in effect at the time of registering, poses a particular hardship now to the owner.

The Planning Commission, in approving a variance, may set conditions as follows from Section 1.13:

- (2) Conditions. In approving variances, the Planning Commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements of these regulations.

Appropriate conditions in this case should focus on the septic capability of the land after re-division. An appropriate condition could be requirement that the two resulting lots receive at least one bedroom septic approval.

The right-of-way situation of Cherokee Indian Circle needs to be confirmed by the Highway Department. Given the smallness of the lots, requirement for dedication of extra right-of-way may not be desirable, unless the Highway Department indicates a specific need for such.

Planning Department staff recommended for approval of the variance request for lot size, and variance for right-of-way dedication contingent on approval of the Highway Department, to allow re-division of the property into two lots, with condition that both resulting lots meet at least one bedroom septic approval, and with condition that the Board of Zoning Appeals also consider favorably any required variance from zoning regulations.

Commissioner McClellan made the motion to approve the plat as recommended by staff, seconded by Commissioner Farmer. The motion to approve the variance was approved with Commissioner Brownlie abstaining.

The Planning Commission directed Mr. Lamb to investigate the possibilities of a more standard mechanism of the combination of lots improving a situation.

Site Plans:

Phil Terrier and Curtis Myers at 115 Ramsey Road:

The site plan presented is for an addition to an existing non-conforming use located at 115 Ramsey Road. The existing use is a commercial storage facility. The addition will be a 40' x 100' building. The site plan indicates that all building setback requirements will be met. Additional buffering will not be required since this is an existing use. Parking requirements will be met by a gravel area around the building. Staff recommended approval of the site plan.

Commissioner McClellan stated that he felt the Planning Commission should require an additional 25 feet be added to the setback in the event the parcel is subdivided. This would meet the ROW requirement for the roadway.

Commissioner McClellan made the motion to approve the site plan as recommended by staff and subject to a 55' setback from the center line of the road, seconded by Commissioner Scully. The site plan received unanimous approval.

John Nowell at 566 South Union Grove Road:

The site plan presented is for an addition to an existing nonconforming use located at 566 South Union Grove Road. The existing use is a warehouse for National School Products. The property is located in a commercial zone. The addition will be 60' x 160' along the front section of the existing building. The site plan indicates that all building setback requirements will be met and additional buffering will not be required since this is an existing use. Parking requirement will be met by a gravel area around the building. Staff noted a 60' setback required by private deed restrictions. Staff recommended for approval of the site plan.

Commissioner Brownlie asked if the Planning Commission needed to consider the 60' setback requirement by private deed restriction in the approval process.

Commissioner Brownlie made the motion to defer approval of the site plan pending verification of the private setback, seconded by Commission Scully. The motion to defer the site plan received unanimous approval.

Long Range Planning

Possible action on rezoning request for properties off of Morganton Road near corner to William blount Drive for parcels 63, 63.01, 63.02, 64 (part), 65 and 65.01 of Tax Map 67.

Commissioner McDonald made the motion to defer this item to allow applicant to be present during deliberations. Commissioner Brownlie seconded the motion that was approved unanimously.

Discussion and possible setting of public hearing for rezoning from R-2 to R-1 for small lots off of Flats Road and Tower Road in Top of the World area.

Commissioner Farmer made the motion to hold the public hearing for the rezoning for small lots off of Flats Road and Tower Road in Top of the World at the January regular meeting. Commissioner Everett seconded the motion. The motion received unanimous approval.

Discussion and possible setting of public hearing for rezoning from R-2 to R-1 for small lots in Smoky Mountain Cabin sites off Calderwood Highway in Tallassee.

Staff determined that the small lots in question were already zoned R-1. This item was deleted from the agenda.

Discussion of need for conformity between subdivision regulations and zoning regulations regarding lot size and density.

At the November meeting, the Planning Commission took action to raise the minimum lot size on septic to 30,000 square feet in the subdivision regulations. The zoning regulations still have a minimum lot size of 23,000 square feet for lots on septic. In the zoning regulations maximum density was tied to the 23,000 square foot minimum lot size. Maximum density on septic is now set at 1.5 units per acre. There is disparity between the subdivision regulations and the zoning regulations. The Planning Commission can consider recommend an amendment to the zoning regulations to bring lot size and density requirements into conformity with the subdivision regulations.

The Planning Commission directed staff to provide formal wording of the amendment at the January meeting.

Discussion of Growth Strategy implementation agenda, setting special meeting in January:

A meeting for discussion of Growth Strategy implementation agenda was set for January 17, 2006 at 5:30.

Discussion of training requirements:

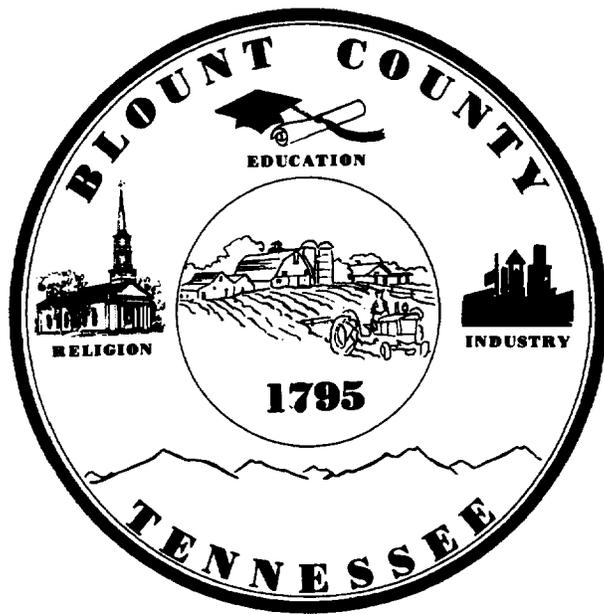
Forms were distributed to members to certify training during 2005.

Staff reports.

Adjournment.

The Chairman declared the meeting adjourned.

Secretary



Blount County Trustee Scott Graves

**Trustee's Monthly Report
January 2006**

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 JANUARY, 2006

PROPERTY TAXES, (2005 YEAR), REAL & PERSONAL PROPERTY.....	+\$	1,407,567.32
PROPERTY TAXES, (2004 YEAR), REAL & PERSONAL PROPERTY.....	+\$	72,514.30
PROPERTY TAXES, (2003 YEAR), REAL & PERSONAL PROPERTY.....	+\$	66.00
PROPERTY TAXES, (2001 YEAR), REAL & PERSONAL PROPERTY.....	+\$	58.42

2004-RTAX	2004-PUTAX	2003-RTAX	2001-RTAX	-
11,933.70	20.87	23.00	26.58	

-	-	-	-	-
-	-	-	-	-

INTEREST AND PENALTIES.....	+\$	12,004.15
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2005-YEAR	2004-YEAR	-	-	-
226.00	126.50			

PICK-UP TAXES.....	+\$	352.50
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2005-YEAR	2004-YEAR	2003-YEAR	-	-
938.00	938.00	689.00		

ROLLBACKS.....	+\$	2,565.00
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2005-YEAR	2004-YEAR	2003-YEAR	-	-
3,196.00	138.00	138.00		

REFUNDS.....	-\$	3,472.00
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2005-YEAR	2004-YEAR	2003-YEAR	-	-
66.00	10.00	7.00		

DISCOUNTS.....	-\$	83.00
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-	-	-	-	-
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PUBLIC UTILITY TAXES.....	+\$	0.00
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TOTAL COLLECTION FOR THE MONTH OF	JANUARY	+\$	1,491,572.69
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TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF JANUARY, 2006

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2005\$ 47,621,873.00

MTD

LESS DISCOUNTS.....-\$	66.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	3,196.00 ALL.....-\$		3,502.00
LESS RELEASES.....-\$	3,461.00 ALL.....-\$		73,354.00
PLUS ROLLBACKS.....+\$	393.00 ALL.....+\$		56,012.00
PLUS PICK-UPS.....+\$	1,348.00 ALL.....+\$		16,131.00

NET AMOUNT TO COLLECT, 2005 TAXES.....\$ 47,617,160.00

COLLECTED (YEAR TO DATE) THROUGH JANUARY 31, 2006

LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	3,502.00		

REGULAR TAXES.....+\$	34,547,120.19		
PICK-UPS.....+\$	7,271.00 DISCOUNTS.....-\$		609,962.04
ROLLBACKS.....+\$	49,985.00 TOTAL.....-\$		34,600,874.19

BALANCE TO COLLECT\$ 12,406,323.77

PERCENT COLLECTED TO DATE.... 73.94

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC.....

TAX COLLECTIONS FOR MONTH OF JANUARY, 2006

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2004\$ 46,308,037.00

MTD

LESS DISCOUNTS.....-\$	10.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	138.00 ALL.....-\$		9,157.52
LESS RELEASES.....-\$	5,694.00 ALL.....-\$		128,661.00
PLUS ROLLEBACKS.....+\$	393.00 ALL.....+\$		101,411.00
PLUS PICK-UPS.....+\$	0.00 ALL.....+\$		265,806.00

NET AMOUNT TO COLLECT, 2004 TAXES.....\$ 46,537,435.48

COLLECTED (YEAR TO DATE) THROUGH JANUARY 31, 2006

LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	9,157.52		

REGULAR TAXES.....+\$	44,627,871.05		
PICK-UPS.....+\$	62,928.00	DISCOUNTS.....-\$	586,265.37
ROLLBACKS.....+\$	87,555.00	TOTAL.....-\$	44,769,196.53

BALANCE TO COLLECT\$ 1,181,973.58

PERCENT COLLECTED TO DATE.... 97.46

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF JANUARY, 2006

PUBLIC UTILITIES 2005 YEAR

AMOUNT ON ROLL AS OF 01-31-06.....	\$	
AMOUNT COLLECTED..MTD	0.00.....	-\$
RELEASES.....		-\$

BALANCE TO COLLECT.....	\$	
PERCENT COLLECTED.....		

PUBLIC UTILITIES 2004 YEAR

AMOUNT ON ROLL AS OF 01-31-06.....	\$	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 01-31-06.....	\$	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
Interest Earned Report
 JANUARY 2006

Date	Financial Institution	Account	Interest
01/06/06	American Fidelity	Regular Account	\$112,926.04
01/03/06	American Fidelity	Clearing Account	\$3,668.99
01/05/06	American Fidelity	Money Market	\$60.10
01/03/06	American Fidelity	Medical/Dental	\$1,152.36
01/03/06	American Fidelity	Payroll Account	\$2,105.64
01/09/06	AmSouth	Money Market	\$21.77
01/06/06	BB&T	CD	\$3,410.96
01/06/06	BB&T	Money Market	\$106.70
01/06/06	BankEast	Money Market	\$24.58
01/06/06	BankEast	CD	\$3,427.80
01/09/06	CBBC	Money Market	\$19.74
01/06/06	First National	Money Market	\$5.91
01/06/06	First National	CD	\$1,787.67
01/06/06	First National (C.H.)	CD	\$1,667.66
01/06/06	First National (W.C.)	CD	\$1,889.59
01/09/06	First Tennessee	Money Market	\$51.85
01/09/06	Home Bank	Money Market	\$61.20
01/23/06	Home Federal	Money Market	\$1.15
01/09/06	LGIP (State)	Investment Pool	\$205.40
01/23/06	Regions	Money Market	\$3.89
01/09/06	SunTrust	Money Market	\$7.63
01/10/06	United Community	Money Market	\$24.03
TOTAL INTEREST EARNED THIS MONTH			\$132,630.66
<u>FISCAL YEAR TO DATE INTEREST EARNED</u>			\$656,672.67

PROGRAM ID: TRT527
RUN DATE: 02/06/06
RUN TIME: 09:12:40

BLOUNT COUNTY TRUSTEE
COMMISSIONS REPORT FOR JANUARY 2006

PAGE 1

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
AMERICAN FIDELITY	44110	Interest Earned	119,913.13	1,043.45
BANK INTEREST	44110	Interest Earned	12,488.10	108.48
BLDG COMMISSIONER	41520	Building Permits	20,541.24	205.41
BLDGING COMMISSIONER	41520	Building Permits	4,809.00	48.09
BLOUNT CO ED FOUNDATION	43581	Community Service Fees - Children	8,000.00	80.00
BLOUNT CO. PROPERTY TAX (COMBINED)	40110	Current Property Tax	1,627,507.89	29,830.51
CIRCUIT COURT/CRIMINAL COURT	40250	Litigation Tax - General	1,413.12	14.13
	40260	Litigation Tax - Special Purpose	93.50	.94
	42140	Drug Control Fines	137.42	1.37
	42160	District Attorney General Fees	146.66	1.47
	42210	Fines	391.40	3.91
	42220	Officers Costs	3,282.93	32.83
	42320	Officers Costs	381.65	3.81
	42360	District Attorney General Fees	120.04	1.20
	42810	Fines	3,621.68	36.22
	43990	Other Charges for Services	525.35	5.25
CLERK & MASTERS/CHANCERY	40130	Clerk & Master Collections - Prior Year	3,610.06	36.11
	40250	Litigation Tax - General	50.54	.51
	40260	Litigation Tax - Special Purpose	23.80	.24
	42520	Officers Costs	316.35	3.16
CLERK & MASTERS/CIRCUIT	40250	Litigation Tax - General	137.18	1.37
	40260	Litigation Tax - Special Purpose	64.60	.64
	42120	Officers Costs	413.26	4.13
CLERK & MASTERS/GENERAL SESSIO	40250	Litigation Tax - General	1,889.72	18.90
	40260	Litigation Tax - Special Purpose	129.20	1.30
	42320	Officers Costs	1,460.17	14.60
COCA-COLA	43380	Vending Machine Collections	46.63	.47
COUNTY CLERK	40220	Hotel/Motel Tax	117,984.84	1,179.85
	40250	Litigation Tax - General	949.76	9.50
	40260	Litigation Tax - Special Purpose	58.90	.58
	40270	Business Tax	39,943.96	399.44
	40330	Wholesale Beer Tax	15,720.64	157.21
	41110	Marriage Licenses	342.00	3.41
DAYCARE	43581	Community Service Fees - Children	91,346.79	913.47
EAST TN DEVELOPMENT DISTRICT	44120	Lease/Rentals	3,508.00	35.08
ENVIRONMENTAL HEALTH	43190	Other General Service Charges	15,645.00	156.45
EXT DAYCARE	43581	Community Service Fees - Children	52,582.51	525.83
GENERAL DEBIT SERVICE	44110	Interest Earned	1,184.41	11.84
GENERAL SESSIONS	40250	Litigation Tax - General	36,919.96	369.20
	40260	Litigation Tax - Special Purpose	1,254.00	12.54
	42310	Fines	19,730.35	197.30
	42320	Officers Costs	38,218.18	382.18
	42330	Game and Fish Fines	22.50	.23
	42340	Drug Control Fines	1,885.80	18.86
	42350	Jail Fees	4,405.51	44.06
	42360	District Attorney General Fees	7,597.32	75.97
	42380	DUI EXCESS	2,945.00	29.45
	42810	Fines	4,045.15	40.45
	43190	Other General Service Charges	156.75	1.57
JOHN HOLLIDAY	44120	Lease/Rentals	50.00	.50

PROGRAM ID: TRT527
 RUN DATE: 02/06/06
 RUN TIME: 09:12:40

BLOUNT COUNTY TRUSTEE
 COMMISSIONS REPORT FOR JANUARY 2006

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
LIBRARY	43350	Copy Fees	519.75	5.19
	43360	Library Fees	8,294.42	82.97
MARYVILLE COLLECTION SERVICE	43581	Community Service Fees - Children	175.00	1.75
MARYVILLE COLLECTIONS	43581	Community Service Fees - Children	128.00	1.28
PLANNING DEPARTMENT	43990	Other Charges for Services	80.00	.80
PLANNING DEPT	43990	Other Charges for Services	80.00	.80
PROPERTY ASSESSOR	43350	Copy Fees	202.00	2.02
	44141	GIS MAPPING	735.00	7.35
PROPERTY ASSESSORS	43350	Copy Fees	98.00	.98
	44141	GIS MAPPING	49.00	.49
REGISTER OF DEEDS	43392	Data Processing Fee - Register	5,458.00	54.58
REVENUE REFUNDS/STATE OF TN	46990	Other State Revenues	1,650.00	16.50
SHERIFF'S DEPT	42910	Proceeds from Confiscated Property	14,906.97	149.07
	43190	Other General Service Charges	771.00	7.71
	43350	Copy Fees	377.00	3.77
STATE OF TN	40210	Local Option Sales Tax	2,508,147.89	25,081.47
	40280	Mineral Severance Tax	50,606.84	506.07
	40290	Telecommunications Tax	2,620.55	26.20
	46850	Mixed Drink Tax	9,459.89	94.60
	46851	State Revenue Sharing - T V A	210,827.23	2,108.27
	46920	Gasoline and Motor Fuel Tax	200,231.41	2,002.31
	46930	Petroleum Special Tax	7,093.93	70.94
STATE OF TN/LGIP	44110	Interest Earned	205.40	1.79
TOTAL TELEPHONE CONCEPTS	43370	Telephone Commissions	3,608.25	36.08
UNITED COMMUNITY BANK	44110	Interest Earned	24.03	.20
			5,294,361.51	66,326.66
COMMISSION ADJUSTMENTS				
SCHOOL COMMISSION				10,391.10
HARLAND CK ORDER ROCKFORD DC				70.09-
HARLAND CK ORDER				42.82-
JOSEPH ROY/RETURN CHECK & FEES				20.00
ENDORSEMENT STAMP CARRENTER				20.01-
TRUSTEE'S COMMISSION REMITTED TO THE GENERAL FUND				76,604.84
FISCAL YEAR TO DATE TRUSTEE'S COMMISSION				1,032,235.00

CRAWFORD, CRAWFORD & NEWTON
Attorneys at Law
P. O. Box 4338
Maryville, TN 37802

February 07, 2006

Blount County Government
c/o Dr. Robert L. Ramsey
Acting Blount County Mayor
341 Court Street
Maryville TN 37804-5906

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: Abbott v. Cooper				
	\$234.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$234.00
		\$0.00	\$0.00	\$0.00
				\$234.00
REFERENCE: Alcoa v. LGPAC				
	\$26.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$26.00
		\$0.00	\$0.00	\$0.00
				\$26.00
REFERENCE: Anthony v. Blount				
	\$91.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$91.00
		\$0.00	\$0.00	\$0.00
				\$91.00
REFERENCE: Blount County Mayor				
	\$572.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$572.00
		\$0.00	\$0.00	\$0.00
				\$572.00
REFERENCE: Burkhart v. Blount				
	\$78.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$78.00
		\$0.00	\$0.00	\$0.00
				\$78.00

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: County Commission				
	\$2,470.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$2,470.00
		\$0.00	\$0.00	\$0.00
				\$2,470.00
REFERENCE: County Clerk				
	\$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: Clerk and Master				
	\$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: Davis #4 v. Blount				
	\$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				
	\$2,301.00	\$0.00	\$0.00	\$0.00
	\$4.00	\$0.00	\$0.00	\$2,305.00
		\$0.00	\$0.00	\$0.00
				\$2,305.00
REFERENCE: French v. Blount #1				
	\$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: French v. Blount #2				
	\$65.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$65.00
		\$0.00	\$0.00	\$0.00
				\$65.00

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
REFERENCE: Highway Department				
	\$26.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$26.00
		\$0.00	\$0.00	\$0.00
				\$26.00
REFERENCE: Human Resources				
	\$611.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$611.00
		\$0.00	\$0.00	\$0.00
				\$611.00
REFERENCE: Naterra v. Blount #2				
	\$2,730.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$2,730.00
		\$0.00	\$0.00	\$0.00
				\$2,730.00
REFERENCE: Public Building Authority				
	\$273.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$273.00
		\$0.00	\$0.00	\$0.00
				\$273.00
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				
	\$806.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$806.00
		\$0.00	\$0.00	\$0.00
				\$806.00
REFERENCE: Sheriff's Department				
	\$1,287.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$1,287.00
		\$0.00	\$0.00	\$0.00
				\$1,287.00

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
GRAND TOTAL	\$12,181.00	\$0.00	\$0.00	\$0.00
	\$4.00	\$0.00	\$0.00	\$12,185.00
		\$0.00	\$0.00	\$0.00
				<u>\$12,185.00</u>

INFORMATION ONLY

ITEM

- 1. Year-To-Date Increases/Decreases**
- 2. Posted Transfers**
- 3. Updated Budgetary Calendar for FY 2006-2007**

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH JANUARY 31, 2006

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
101		058900 499998	PHASE II OF CIVIC ARTS CTR REPOST GENERAL GOVERNMENT FUND BALANCE	60,000.00+ 60,000.00+	05002483
101		054430 472300	KATRINA FUNDS TO BE REIM. BY FEMA DISASTER RELIEF DISASTER RELIEF	10,500.00+ 10,500.00+	05003138
101		052310 481001	F T EMPLY DUE TO A 4 YR REAPPRAISAL REAPPRAISAL PROGRAM CITY OF MARYVILLE	50,000.00+ 50,000.00+	05003203
101		054440 475912	PURCHASE EQUIP. FOR TRAING IN EMRG ORANGE ALERT GRANT OTHER FED THRU STATE- TEMA 83.534	503,758.00+ 503,758.00+	05003204
101		052400 456101	COMPENSATE EMPLY FOR CPS CERTIFICATE COUNTY TRUSTEES OFFICE TRUSTEE FEES	2,684.00+ 2,684.00+	05003205
101		055115 449919 499998	BDGT SET UP FOR OZONE AIR STUDY NATIONAL ASSOCIATION OF COUNTY & CIT OZONE AIR QUALITY STUDY FUND BALANCE	2,163.55+ 3,836.45- 6,000.00+	05003206
101		054110 423203	PURCHASE NEW GATEWAY SERVER SHERIFFS DEPARTMENT OFFICERS COST- SHERIFF INFO TECH	3,784.00+ 3,784.00+	05005435
101		054110 445700	PURCHASE A K9 VEST SHERIFFS DEPARTMENT CONTRIBUTIONS & GIFTS	916.00+ 916.00+	05005436
101		054112 462902 499998	APP FUNDS DUE TO HGWY SAFETY GRANT HWY SAFETY GRANT-SHERIFF HIGHWAY SAFETY GRANT FUND BALANCE	169,834.12+ 152,850.71+ 16,983.41+	05005437
101		054110 449914	SHERIFFS DEPT ACCT-INSERVICE PAY SHERIFFS DEPARTMENT SALARY REIMB/SHERIFFS DEPT	73,136.70+ 73,136.70+	05005982
101		053120 498024	IT EQUIP. FOR CIRCUIT CRT DEPT CIRCUIT COURT CLERK RES FOR CIRCUIT COURT DP EXPS	10,000.00+ 10,000.00+	05005983
101		053501	TO COVER COST FOR SUB CONTRT WORK JUVENILE DRUG COURT	2,500.00+	05005984

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH JANUARY 31, 2006

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		461100	JUVENILE SERVICES PROGRAM	2,500.00+	
101			ADDL COSTS FOR HURRICANE RELIEF PERS		05005985
		054430	DISASTER RELIEF	25,624.18+	
		472300	DISASTER RELIEF	25,624.18+	
101			PT EMPLOYEE NEEDED DUE TO SICK EMPLY		05006817
		053120	CIRCUIT COURT CLERK	10,836.00+	
		455401	GENERAL SESSIONS CLERK FEES	10,836.00+	
101			GRANT FRM ALCOA FOR IMAGINATION LIBR		05008287
		055510	GENERAL WELFARE ASSISTANCE	5,000.00+	
		498018	IMAGINATION LIBRARY	5,000.00+	
101			FUND TOTALS		
101			EXPENDITURE TOTAL	930,736.55+	
101			REVENUE TOTAL	930,736.55+	
128			FUNDS TO COVER MERIT INCRE NOT IN BD		05003207
		053206	DRUG COURT	3,120.00+	
		499998	FUND BALANCE	3,120.00+	
128			FUND TOTALS		
128			EXPENDITURE TOTAL	3,120.00+	
128			REVENUE TOTAL	3,120.00+	
131			ENVIRONMENTAL SERVICES		05003202
		061000	ADMINISTRATION	42,000.00+	
		445400	SALE OF PROPERTY	42,000.00+	
131			LGIP WIRE TRANSFER DEPOSIT		05008435
		068000	CAPITAL OUTLAY	10,600.00-	
131			FUND TOTALS		
131			EXPENDITURE TOTAL	31,400.00+	
131			REVENUE TOTAL	42,000.00+	
141			PURCHASE PLATO SOFTWARE FOR WBHS		05004977
		071100	REGULAR EDUCATION PROGRAM	45,000.00+	
		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+	

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 JANUARY 31, 2006

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		449901	MISCELLANEOUS REVENUE	10,000.00+	
141			INCREASE IN FIRE PROTECTION FEE		05004980
		072610	OPERATION OF PLANT	10,122.00+	
		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	100,000.00+	
		499998	FUND BALANCE	100,000.00+	
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			INCREASE BDGT FOR TEXTBOOKS		05005438
		071100	REGULAR EDUCATION PROGRAM	15,000.00+	
		402100	LOCAL OPTION SALES TAX	15,000.00+	
141			INCREASE ADULT ED THRU STATE GRANT		05005439
		071600	ADULT EDUCATION PROGRAM	25,350.00+	
		072260	ADULT PROGRAM	13,790.00-	
		445703	CONTR TO ADULT EDUC PROGRAM	4,781.00+	
		465909	OTHER STATE FUNDS-ABE	1,103.00+	
		465912	ABE/FAMILIES FIRST GRANT	1,840.00+	
		471200	ADULT BASIC EDUCATION 84.002	3,836.00+	
141			ESTABLISH BDGT FOR ADULT EDUCATION		05008282
		071600	ADULT EDUCATION PROGRAM	20,840.00+	
		449901	MISCELLANEOUS REVENUE	774.00+	
		465909	OTHER STATE FUNDS-ABE	5,466.00+	
		471200	ADULT BASIC EDUCATION 84.002	20,600.00+	
141			DONATION FOR CHAN 5 VIDEO EQUIPMENT		05008283
		072810	CENTRAL AND OTHER	7,500.00+	
		445700	CONTRIBUTIONS & GIFTS	7,500.00+	
141			FUNDS REC FOR TCAP TEST FOR 2ND GRD		05008284
		072130	OTHER STUDENT SUPPORT	13,173.00+	
		445700	CONTRIBUTIONS & GIFTS	13,173.00+	
141			INCREASE BDGT FOR RETIREES BONUS		05008285
		071100	REGULAR EDUCATION PROGRAM	131,000.00+	
		499998	FUND BALANCE	131,000.00+	
141			INCREASE BDGT FOR 2% MID YEAR RAISE		05008286
		071100	REGULAR EDUCATION PROGRAM	400,100.00+	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		499998	FUND BALANCE	486,100.00+	
141			FUND TOTALS		
141			EXPENDITURE TOTAL	1,029,361.00+	
141			REVENUE TOTAL	1,029,361.00+	
142	10521		ESTABLISH 10521 TITLE CARRYOVER		05005417
		071100	REGULAR EDUCATION PROGRAM	94,084.84+	
		072130	OTHER STUDENT SUPPORT	1,648.57+	
		072210	REGULAR INSTRUCTION PROGRAM	1,000.00+	
		471410	ECIA-CHAPTER I	96,733.41+	
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	15103		RECLASS PRESCHOOL ASST COST FR 01/02		05007976
		071400	STUDENT BODY EDUCATION PROGRAM	33,980.00+	
		498000	OPERATING TRANSFERS	33,980.00+	
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 10501 THRU9/30		05001253
		071200	SPECIAL EDUCATION PROGRAM	380,736.68+	
		072220	SPECIAL EDUCATION PROGRAM	107,059.48+	
		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+	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
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-	
142	70611		ESTABLISH FINAL BDGT FOR TITLE II		05008396
		072810	CENTRAL AND OTHER	109.00+	
		471421	TITLE II, PART D	109.00+	
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-	

BLOUNT COUNTY, TENNESSEE
 FUND ACCOUNTING SYSTEM
 BUDGET INCREASE/DECREASE FOR YEAR THROUGH JANUARY 31, 2006

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
142	91401		ESTABLISH CARRYOVER BDGT		
		071502	REA GRANT	560.00+	05001530
		475900	OTHER FEDERAL-STATE	560.00+	
142			FUND TOTALS		
142			EXPENDITURE TOTAL	642,353.80+	
142			REVENUE TOTAL	642,353.80+	
143			INCREASE BDGT FOR 2& MID YEAR RAISE		
		073100	FOOD SERVICE	23,200.00+	05008288
		499998	FUND BALANCE	23,200.00+	
143			FUND TOTALS		
143			EXPENDITURE TOTAL	23,200.00+	
143			REVENUE TOTAL	23,200.00+	
146			SCHOOLS EXT CARE FUND BDGT		
		073300	COMMUNITY SERVICES	21,000.00-	05005434
		435810	COMMUNITY SERVICE FEES-CHILDREN	164,000.00-	
		441100	INTEREST EARNED	2,000.00+	
		499998	USE OF FUND BALANCE	141,000.00+	
146			INCREASE BDGT FOR 2& MID YEAR RAISE		
		073300	COMMUNITY SERVICES	13,000.00+	05008289
		499998	USE OF FUND BALANCE	13,000.00+	
146			FUND TOTALS		
146			EXPENDITURE TOTAL	8,000.00-	
146			REVENUE TOTAL	8,000.00-	
189	02039		TO SET UP BDGT FOR 05-06		
		091110	GENERAL CAPITAL PROJECTS	60,694.12+	05003122
		469800	OTHER STATE GRANT	60,694.12+	
189	04051		HWY DEPT PROJ PAID TO INDUSTRIAL BRD		
		091200	HIGHWAY & STREET CAPITAL	47,925.00+	05008429
		495000	BOND PROCEEDS	47,925.00+	
189	04054		COVER SHORTFALL IN CARPENTERS SCHOOL		
		091300	EDUCATION CAPITAL PROJECTS	910,716.00+	05007245
		495000	RES CTY CORRECTIONAL INCENT	910,716.00+	
189	05061		TO SET UP BDGT FOR HEALTH DEPT		
		091140	PUBLIC HEALTH AND WELFARE PROJECTS	2,000.00+	05003201
		495000	RES CTY CORRECTIONAL INCENT	2,000.00+	
189	05062		TO PURCHASE FAIRGROUNDS		
		091150	SOCIAL, CULTURAL AND RECREATION PROJ	785,000.00+	05008277

BLOUNT COUNTY, TENNESSEE
FUND ACCOUNTING SYSTEM
BUDGET INCREASE/DECREASE FOR YEAR THROUGH JANUARY 31, 2006

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		495000	RES CTY CORRECTIONAL INCENT	785,000.00+	
189			FUND TOTALS		
189			EXPENDITURE TOTAL	1,806,335.12+	
189			REVENUE TOTAL	1,806,335.12+	

Posted
05007411
F.5.E

**Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05**

Fund Number 101 Cost Center Number 658300
Fund Name General County Cost Center Name Veteran Services

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1705	Communication Equipment	350.00
Total Transferred to:		350.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
306	Dues - Memberships	35.00
337	Main. + Repair Services	115.00
434	Other Supplies + 177 items	100.00
435	Office Supplies	127.00
Total Transferred from:		377.00

Reason for Transfer Request:
Current budgets are broken - amounts are all over

Note:
Total transferred to
must agree with total
transferred from.

C. Harlan Stealy 12-27-05
Signature of Department Head Date

[Signature] 1/4/06
Signature of County Executive Date

Posted
05007949

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2004 - 05

Fund Number 10

Cost Center Number 051910

Fund Name General - mty

Cost Center Name Preservation of Records

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101051910520320	Dues + memberships	25.00
Total Transferred to:		25.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101051910500330	Lease payments	25.00
Total Transferred from:		25.00

Reason for Transfer Request:
To join ARMA: The Association of Information Mgt. Professionals

Note:
Total transferred to
must agree with total
transferred from.

[Signature] 1/11/06
Signature of Department Head Date

[Signature] 1/11/06
Signature of County Executive Date

Posted
05007985

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 52100

Fund Name Gen Fund Cost Center Name Accounting

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500599	Other Charges	900.00
101-052100-500320	Dues	600.00
Total Transferred to:		1,500.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500356	Tuition	1,500.00
Total Transferred from:		1,500.00

Reason for Transfer Request:
To place funds in needed accounts

Note:
Total transferred to
must agree with total
transferred from.

Signature of Department Head Date

Signature of County Executive Date

Posted

05007951

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 115 Cost Center Number 056500

Fund Name Blount County Public Library Cost Center Name Libraries

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115-056500-500356	Tuition	700.00
Total Transferred to:		700.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115-056500-500399	Other contracted services	700.00
Total Transferred from:		700.00

Reason for Transfer Request:
Cover costs of leadership workshop and TLA registration

Note:
Total transferred to
must agree with total
transferred from.

Katherine Payler 1/10/06
Signature of Department Head Date

[Signature] 1/11/06
Signature of County Mayor Date

Posted
05008279

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
2005-06

Fund Number 101

Cost Center Number 052310

Fund Name General Government

Cost Center Name Reappraisal Program

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052310-500338	Maintenance & Repair - Vehicles	\$500.00

Transfer to:

Total Transferred to: \$500.00

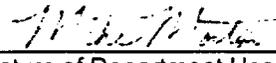
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052310-500355	Travel	\$500.00

Transfer from:

Total Transferred from: \$500.00

Reason for Transfer Request:
Fiscal Year 2005-06 vehicle maintenance and repair

Note:
Total transferred to
must agree with total
transferred from.


Signature of Department Head

1-23-06
Date

Signature of County Mayor

Date

**Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006**

*Posted
05008300*

Fund Number 101 Cost Center Number 052500

Fund Name General County Cost Center Name County Clerk

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500320	Dues and Membership	200.00
Total Transferred to:		200.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500300	Contracted Services	200.00
Total Transferred from:		200.00

Reason for Transfer Request:

County Clerks Association Dues

Note:
Total transferred to
must agree with total
transferred from.

Michael W. Hays 1-13-06
Signature of Department Head Date

Signature of County Mayor Date

Dated

05008303

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 052500
Fund Name General County Cost Center Name County Clerk

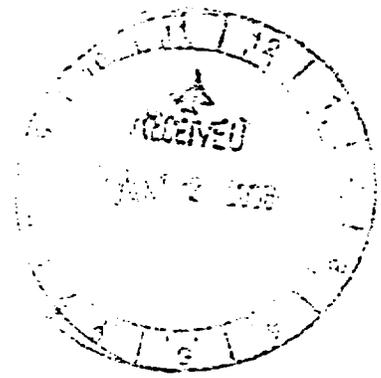
Transfer to:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	101-052500-500708	Communication Equipment	196.00
	Total Transferred to:		196.00

Transfer from:	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
	101-052500-500300	Contracted Services	196.00
	Total Transferred from:		196.00

Reason for Transfer Request: Phone for mail clerk's desk.

Note:
Total transferred to
must agree with total
transferred from.

Margaret G. Ryan 1-12-06
Signature of Department Head Date
Dr. Robert H. Ramsey 1-25-06
Signature of County Mayor Date



Blount County, Tennessee
 REQUEST FOR BUDGET TRANSFER
 Fiscal Year

Posted
 05008304

Fund Number 101

Cost Center Number 055110

Fund Name Health County

Cost Center Name Health Dept

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110500330	Phone Payment	115. ⁰⁰
Total Transferred to:		

Transfer
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110500599	Other Charge	115. ⁰⁰
Total Transferred from:		

Transfer
from:

Reason for Transfer Request:
Upgrade of copiers, more efficient

Note:
 Total transferred to
 must agree with total
 transferred from.

Mich Rabert 12-11-05
 Signature of Department Head Date

Dr. Robert L. Ramsey 1-25-06
 Signature of County Executive Date

Posted
05008305

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 51750
Fund Name General Cost Center Name Stormwater

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500320	Dues and Memberships	\$2,500.00
Total Transferred to:		\$2,500.00

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500319	Other Charges	\$2,500.00
Total Transferred from:		\$2,500.00

Transfer from:

Reason for Transfer Request:
TDEC - Annual Maintenance Fee

Note:
Total transferred to
must agree with total
transferred from.

Justin M. Teague 1-24-06
Signature of Department Head Date

Dr. Robert L. Ramsey 1-25-06
Signature of County Mayor Date

Posted
0508306

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 51750
Fund Name General Cost Center Name Stormwater

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500 425	Gasoline	\$1,000.00
Total Transferred to:		\$1,000.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500 355	Travel	\$1,000.00
Total Transferred from:		\$1,000.00

Reason for Transfer Request:

Gas for county vehicle.

Note:
Total transferred to
must agree with total
transferred from.

Justin M. Teague 1-24-06
Signature of Department Head Date

Dr Robert L. Ramsey 1-25-06
Signature of County Mayor Date

Postec

05008393

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year: 2005-06

Fund Number 101

Cost Center Number 55111

Fund Name General County

Cost Center Name DGA

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer to:	101-055111500356	Registration	100. ⁰⁰
Total Transferred to:			

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer from:	101-055111500355	Travel	100. ⁰⁰
Total Transferred from:			

Reason for Transfer Request:

Note:
Total transferred to
must agree with total
transferred from.

Mary Roberts

Signature of Department Head Date

Signature of County Executive Date

Posted
05068431

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 101 Cost Center Number 52100
Fund Name Gen Fund Cost Center Name Accounting

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500355	Travel	2500.00
Total Transferred to:		2500.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-500349	Printing	2500.00
Total Transferred from:		2500.00

Reason for Transfer Request:
To cover cost for Nat'l Leadership Training with AGA.

Note:
Total transferred to
must agree with total
transferred from.

Signature of Department Head _____ Date _____

Signature of County Executive _____ Date _____

Posted
05008299

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2005-2006

Fund Number 115 Cost Center Number 056500
Fund Name Blount County Public Library Cost Center Name Libraries

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115056500500361	Permits	300.00
Total Transferred to:		300.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
115056500500399	Other contractec services	300.00
Total Transferred from:		300.00

Reason for Transfer Request:

to allow children to see

Note:

Total transferred to must agree with total transferred from.

[Signature] [Date]
Signature of Department Head Date

Signature of County Mayor Date

F.5.f

Blount County Budget Calendar

FY 06-07

- | | | |
|-----|-----------------|---|
| M | Jan 9, 5:30 pm | Regular monthly Finance meeting
Budget Calendar & Manual submitted to Finance Committee for approval |
| T | Jan 31 | Budget Manager to distribute FY 06-07 Budget Manual and Estimated Revenue & Expenditure forms to departments |
| M | Feb 6, 5:30 pm | Regular monthly Finance meeting |
| W | Mar 1, Noon | All (Except Schools) FY 06-07 Budget Requests & Estimated Revenue & Expenditures due back to Budget Manager |
| M | Mar 6, 5:30 pm | Regular monthly Finance meeting |
| Th | Mar 16, 6:00 pm | Finance Committee to vote on \$0.01 on the Tax Rate |
| M | Mar 20 | Estimate of value of Blount County Property due from Property Assessor |
| T | Mar 21, Noon | Budget Work Session |
| T | Mar 28, Noon | Budget Work Session |
| M | Apr 3, Noon | School Board's Proposed Budget and Tax Rate due to Budget Manager
Budget Manager to return FY 06-07 Budget Requests to Department Heads for verification |
| M | Apr 10, 5:30 pm | Regular monthly Finance meeting
Finance Committee will begin deliberation on FY 06-07 Adopted Budget |
| T | Apr 11, Noon | Budget Work Session |
| M-W | Apr 17-19 | Departments given opportunity to accept Finance Committee recommendation or appeal. |
| T | Apr 25, Noon | Budget Work Session |
| M | May 8, 5:30 pm | Regular monthly Finance meeting
Finance Committee to hear/discuss appeals as necessary |
| T | May 9, Noon | Budget Work Session |
| Th | May 18 | Finance Director to present Finance Committee proposal to full Commission |
| F | May 19 | Summary of the Finance Committee's Proposed Budget for FY 06-07 to be published in newspaper |
| M | May 22 | Letters of Budget Agreement due to Budget Manager (Based on Appeals) |
| M | June 5, 5:30 pm | Regular monthly Finance meeting |
| M | June 5, 6-7 pm | Finance Committee to hold a Public Hearing on the Proposed FY 06-07 Budget |
| Th | June 15, 7 pm | The Full Commission to consider the Finance Committee's recommendation for FY 06-07 Adopted Budget and respective Tax Rate |
| M | Jan 1, 2007 | New FY 07-08 Goals and Objectives for Published Budget due to Budget Manager |

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
54435	ALL THINGS IDENTIFICATION	526984	13035	1/27/2006	11.50	1066079	101
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	17393.75	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	1294.22	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	39.60	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	755.00	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	200.00	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	16177.00	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	10013.32	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	80.14	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	984.16	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	200.00	64065506	264
55190	ALLSCRIPTS, INC.	526220	1193664,1195238,1196321	1/6/2006	2279.61	64065504	264
Accounting & Budgeting	MARYVILLE ROTARY	526275	256	1/12/2006	252.00	1065521	101
Accounting & Budgeting	OFFICE DEPOT	526811	320584564001	1/20/2006	16.56	1065874	101
Accounting & Budgeting	OFFICE DEPOT	526871	321698421-001	1/20/2006	44.97	1065874	101
Accounting & Budgeting	T G F O A	526844	DB/DW/JT	1/20/2006	75.00	1065886	101
Accounting & Budgeting	ASSOCIATION OF GOVERNMENT	526852	3/16-17/06	1/20/2006	975.00	1065819	101
Accounting & Budgeting	TENNESSEE COUNTY SERVICES ASSOC.	526822	D.BENNETT	1/20/2006	50.00	1065887	101
Accounting & Budgeting	TENNESSEE COUNTY SERVICES ASSOC.	526824	WEST/TALBOTT	1/20/2006	100.00	1065887	101
Accounting & Budgeting	SUNTRUST BANK CARD	526104	SEMINAR	1/26/2006	240.00	1066050	101
Accounting & Budgeting	SUNTRUST BANK CARD	526106	GASB	1/26/2006	16.25	1066050	101
Accounting & Budgeting	SUNTRUST BANK CARD	526432	MARYVILLE MPO	1/26/2006	68.00	1066050	101
Accounting & Budgeting	LEADERSHIP BLOUNT COUNTY	527020	D.BENNETT	1/27/2006	75.00	1066129	101
Accounting & Budgeting	DAVE BENNETT	527379	1/24-25/06	1/27/2006	51.00	1066105	101
Accounting & Budgeting	JULIE TALBOTT	527086	1/10&12/06	1/27/2006	15.54	1066121	101
Agricultural Extension	BELLSOUTH TELECOMMUNICATIONS INC	526317	8659826430	1/13/2006	304.93	1065574	101
Agricultural Extension	LUCENT TECHNOLOGIES INC.	526318	8659826430	1/13/2006	97.23	1065620	101
Agricultural Extension	CITY OF ALCOA	526853	290033501	1/20/2006	18.54	1065832	101
Agricultural Extension	UNIVERSITY OF TENNESSEE	527167	002	1/27/2006	30024.97	1066163	101
Central Cafeteria	KINGS FOODSERVICE INC	526146	68410689	1/6/2006	124.92	43065490	143
Central Cafeteria	KINGS FOODSERVICE INC	526147	68410661,CM68410661	1/6/2006	263.72	43065490	143
Central Cafeteria	C.STEVE MOSER	526207	12/6/05	1/6/2006	9.94	43065495	143
Central Cafeteria	VICKY MCMURRAY	526583	11/30/05	1/13/2006	29.35	43065772	143
Central Cafeteria	VICKY MCMURRAY	526584	12/15/05	1/13/2006	18.68	43065772	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	526585	418158	1/13/2006	30.00	43065768	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	526832	182919	1/20/2006	30.00	43066021	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	526833	197281	1/20/2006	30.00	43066021	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	526834	453580	1/20/2006	30.00	43066021	143
Central Cafeteria	KINGS FOODSERVICE INC	527034	68410670,	1/27/2006	204.73	43066279	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527065	472237	1/27/2006	30.00	43066286	143

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527066	491513	1/27/2006	15.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527067	486977	1/27/2006	15.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527068	179662	1/27/2006	30.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527069	179628	1/27/2006	15.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527070	179625	1/27/2006	30.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527071	86210	1/27/2006	32.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527072	190606	1/27/2006	30.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527073	159663	1/27/2006	30.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527074	475652	1/27/2006	30.00	43066286	143
Central Cafeteria	SCHOOL NUTRITION ASSOCIATION	527075	477158	1/27/2006	30.00	43066286	143
Circuit Court	TOM HATCHER	526098	JURY	1/6/2006	520.00	1065354	101
Circuit Court	CHICK FIL A	526099	2578559	1/6/2006	79.20	1065286	101
Circuit Court	DEE DEE HORTON	526327	1/6/06	1/13/2006	50.00	1065597	101
Circuit Court	REX ROBERT DAVIS	526328	1/5/06	1/13/2006	50.00	1065633	101
Circuit Court	TOM HATCHER	526507	1/09/06	1/13/2006	370.00	1065648	101
Circuit Court	TOM HATCHER	526883	1/18/06	1/27/2006	390.00	1066158	101
Circuit Court	TOM HATCHER	526978	JURY	1/27/2006	630.00	1066158	101
Circuit Court	LARRY E. CUMMINGS	526977	1/18/06	1/27/2006	50.00	1066128	101
Circuit Court	TOM HATCHER	527451	1/26/06	2/2/2006	120.00	1066530	101
Circuit Court	TOM HATCHER	527538	1/27/06	2/2/2006	610.00	1066530	101
Circuit Court	CHICK FIL A	527539	2634223	2/2/2006	84.59	1066442	101
Circuit Court Clerk	TENNESSEE DEPT OF HUMAN SERVICE	526111	HANDLEY/BRYANT	1/6/2006	200.00	1065349	101
Circuit Court Clerk	PAT GLASPIE	526208	12/30/05	1/6/2006	22.08	1065330	101
Circuit Court Clerk	PORTIA ABBOTT	526670	12/05	1/20/2006	16.24	1065876	101
Circuit Court Clerk	SUNTRUST BANK CARD	526874	CHILI'S,DEMOS',	1/26/2006	228.75	1066050	101
Circuit Court Clerk	SUNTRUST BANK CARD	526875	SHERATON NASHVILLE,	1/26/2006	276.09	1066050	101
Circuit Court Clerk	STATE COURT CLERKS	527279	17/DUES	1/27/2006	440.00	1066146	101
Circuit Court Clerk	SANDRA HODSON	527426	1/20/06	2/2/2006	16.80	1066510	101
Clerk & Master	JAMES A CARROLL	527452	1/12,27/06	2/2/2006	31.92	1066468	101
Clerk & Master	STATE COURT CLERKS	527453	FY 2006	2/2/2006	120.00	1066517	101
Clerk & Master	KNOXVILLE AREA COMMUNITY CENTER	527450	C110503B	2/2/2006	118.13	1066481	101
County Clerk	CATE RUSSELL INS	526100	32895	1/6/2006	50.00	1065284	101
County Clerk	BLOUNT COUNTY HIGHWAY DEPT	526310	52000	1/13/2006	51.86	1065577	101
County Clerk	CATE RUSSELL INS	526299	32895	1/13/2006	50.00	1065583	101
County Clerk	JANIS BORING	526281	11/30/05	1/13/2006	48.02	1065611	101
County Clerk	JANIS BORING	526282	10/31/05	1/13/2006	27.03	1065611	101
County Clerk	JANIS BORING	526283	12/30/05	1/13/2006	48.02	1065611	101
County Clerk	TN ASSOC OF COUNTY CLERKS	526901	FY 2005-06	1/27/2006	200.00	1066154	101
County Clerk	GARRISON MFG	526900	15378	1/27/2006	24.00	1066112	101
County Executive	KNOXVILLE AREA CHAMBER PARTNERSHIP	527540	48932	2/2/2006	20.00	1066480	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
County Trustee	BLOUNT COUNTY CHAMBER OF COMMERCE	527513	22663	2/2/2006	160.00	1066429	101
County Trustee	LEADERSHIP BLOUNT COUNTY	527422	S.GRAVES	2/2/2006	75.00	1066484	101
Drug Control	VILLAGE VETERINARY HOSPITAL	526278	15435,	1/13/2006	335.50	22065676	122
Drug Control	KEVIN FULLER	526678	26290	1/20/2006	60.09	22065910	122
Drug Court	BLOUNT COUNTY TRUSTEE	526293	10-11-12/05	1/13/2006	282.78	28065678	128
Drug Court	ARCH WIRELESS OPERATING CO INC	526508	P0467764A	1/13/2006	35.22	28065677	128
Drug Court	FEDERAL EXPRESS CORP	526673	327299371	1/20/2006	18.99	28065915	128
Drug Court	THERESA IRWIN	526835	1/12-13/05	1/20/2006	202.20	28065917	128
Drug Court	EARTHLINK INC.	526839	249097872	1/20/2006	29.90	28065914	128
Drug Court	U S CELLULAR	527080	8656594470	1/27/2006	81.92	28066192	128
Drug Court	WORLD TRAVEL SERVICE	526878	273701	1/27/2006	447.20	28066193	128
Drug Enforcement	MCI WORLDCOM	526148	7860057260512	1/6/2006	93.61	30065511	307
Drug Enforcement	BLOUNT COUNTY TRUSTEE	526512	DEC.05	1/13/2006	195.28	30065787	307
Drug Enforcement	CITY OF MARYVILLE	526513	373963	1/13/2006	286.91	30065788	307
Drug Enforcement	BLOUNT COUNTY CLERK	526515	2 RENEWALS	1/13/2006	13.00	30065786	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	526331	8656811953	1/13/2006	46.53	30065785	307
Drug Enforcement	QUINLAN PUBLISHING	526514	37804BL94 NL6014	1/13/2006	147.00	30065791	307
Drug Enforcement	LECC	526510	2/7-9/06	1/13/2006	280.00	30065789	307
Drug Enforcement	ARCH COMMUNICATIONS	526332	8652891096,	1/13/2006	223.94	30065784	307
Drug Enforcement	WESTIN RESORT HOTEL	526509	2/6-10/06	1/13/2006	853.60	30065793	307
Drug Enforcement	RAMADA PLAZA MARCO POLO BEACH	526511	12280,12281	1/13/2006	1368.00	30065792	307
Drug Enforcement	SUNTRUST BANK CARD	526431	RACEWAY#6756	1/26/2006	25.00	30066062	307
Drug Enforcement	CRUM & BLAZER INSURANCE INC	527166	7234	1/27/2006	50.00	30066327	307
Drug Enforcement	JAMES WILSON	527169	REIMB	1/27/2006	4.00	30066328	307
Drug Enforcement	JAMES WILSON	527173	1/21-22/06	1/27/2006	24.99	30066328	307
Drug Enforcement	R.W. SHAFFER	527171	1/17-22/06	1/27/2006	163.17	30066332	307
Drug Enforcement	NEXTEL SOUTH CORP	527282	27318041347	1/27/2006	990.46	30066330	307
Drug Enforcement	MARTY WIDENER	527170	1/17-22/06	1/27/2006	104.50	30066329	307
Drug Enforcement	SCOTTY L. BOYD	527172	1/21-22/06	1/27/2006	24.99	30066333	307
Emergency Management	KATHY SHIELDS	526686	REIMBURSE	1/20/2006	13.59	1065863	101
Employee Benefits	AMERICAN FIDELITY BANK	526140	1/04 M	1/6/2006	160441.69	64065505	264
Employee Benefits	AMERICAN FIDELITY BANK	526141	1/04 D	1/6/2006	12754.76	65065508	265
Employee Benefits	HEALTH COST SOLUTIONS	526142	JAN.06	1/6/2006	36571.20	64065507	264
Employee Benefits	HEALTH COST SOLUTIONS	526144	JAN.06	1/6/2006	129.00	64065507	264
Employee Benefits	HEALTH COST SOLUTIONS	526145	JAN.06	1/6/2006	27980.16	64065507	264
Employee Benefits	AMERICAN FIDELITY BANK	526313	1/6 RX	1/13/2006	111475.79	64065782	264
Employee Benefits	AMERICAN FIDELITY BANK	526576	1/11 INMATES	1/13/2006	9017.72	64065782	264
Employee Benefits	AMERICAN FIDELITY BANK	526577	1/11 D	1/13/2006	16029.70	65065783	265
Employee Benefits	AMERICAN FIDELITY BANK	526578	1/11 M	1/13/2006	121978.11	64065782	264
Employee Benefits	AMERICAN FIDELITY BANK	526820	1/17 RX	1/20/2006	113595.20	64066032	264

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Employee Benefits	AMERICAN FIDELITY BANK	526848	1/17 M	1/20/2006	170239.12	64066032	264
Employee Benefits	AMERICAN FIDELITY BANK	526849	1/17 D	1/20/2006	7362.60	65066033	265
Employee Benefits	AMERICAN FIDELITY BANK	527091	1/25 RX	1/27/2006	933.30	64066320	264
Employee Benefits	AMERICAN FIDELITY BANK	527360	DENTAL-1/25/06	1/27/2006	4982.10	65066323	265
Employee Benefits	AMERICAN FIDELITY BANK	527361	MED/DI-1/25/06	1/27/2006	144690.36	64066320	264
Employee Benefits	AMERICAN FIDELITY BANK	527383	1/26 RX	1/27/2006	102988.03	64066320	264
Employee Benefits	AMERICAN FIDELITY BANK	527339	PR7	1/27/2006	14.88	64066321	264
Employee Benefits	AMERICAN FIDELITY BANK	527340	PR7	1/27/2006	3.48	64066321	264
Employee Benefits	SEDGWICK CLAIMS MANAGEMENT SERVICES	527046	032705	1/27/2006	8816.70	26066324	266
Employee Benefits	SEDGWICK CLAIMS MANAGEMENT SERVICES	527047	032705	1/27/2006	9758.55	26066319	263
Employee Benefits	BLOUNT MEMORIAL HOSPITAL	527537	4011506	2/2/2006	8608.00	64066675	264
Ext Day Care Program	ALISA MOORE	526210	12/16/05	1/6/2006	27.60	46065497	146
Ext Day Care Program	KATHY SMITH	527045	11/05	1/27/2006	28.52	46066296	146
Ext Day Care Program	WALLAND CAFETERIA	527521	REPORT 1-5	2/2/2006	391.80	46066666	146
Federal Projects	SHARON A TEFFETELLER	526120	58&63-1/9/06	1/6/2006	5934.00	42065482	142
Federal Projects	STAR LIMOUSINE SERVICE	526119	77-1/9/06	1/6/2006	2967.00	42065483	142
Federal Projects	RACHEL E TERRY	526130	12/8/05	1/6/2006	44.04	42065481	142
Federal Projects	JUDY ALISA TEFFETELLER	526424	12/16/05	1/13/2006	78.66	42065753	142
Federal Projects	CAROL CHASTAIN	526286	12/8/05	1/13/2006	10.00	42065749	142
Federal Projects	PATRICIA H REEVES	526298	12/7-11/05	1/13/2006	1034.67	42065756	142
Federal Projects	MARY CELESTE COOPER	526669	12/2/05	1/20/2006	131.56	42066001	142
Federal Projects	GLOBAL VIDEO LLC	526680	T029321101015	1/20/2006	6.36	42066000	142
Federal Projects	BLOUNT COUNTY TRUSTEE	527044	PERKINS-GRANT	1/27/2006	20000.00	42066253	142
Federal Projects	EDITH PACK	526886	1/13-16/06	1/27/2006	84.00	42066256	142
Federal Projects	JANET JOHNSON	526881	1/13-16/06	1/27/2006	84.00	42066260	142
Federal Projects	CLAUDIA ERWIN	526879	1/13-16/06	1/27/2006	113.37	42066255	142
Federal Projects	SHARON A TEFFETELLER	526890	BUS #58,63	1/27/2006	5934.00	42066264	142
Federal Projects	CAROL CHASTAIN	526880	1/13-16/05	1/27/2006	84.00	42066254	142
Federal Projects	STAR LIMOUSINE SERVICE	526903	BUS #77	1/27/2006	2967.00	42066265	142
Field Line Inspection	GARY FERGUSON	526137	12/30/05	1/6/2006	424.58	1065299	101
Field Line Inspection	ROGER FIELDS	526209	12/29/05	1/6/2006	130.18	1065341	101
Field Line Inspection	GREGORY A. MOYERS	526135	12/22/05	1/6/2006	380.42	1065301	101
Field Line Inspection	GUY WALKER	526134	12/30/05	1/6/2006	266.34	1065302	101
Field Line Inspection	J MICHAEL DOSSETT	526138	12/30/05	1/6/2006	425.04	1065306	101
Field Line Inspection	BRAD BOWERS	526136	12/29/05	1/6/2006	255.76	1065279	101
Field Line Inspection	A & W OFFICE SUPPLY	526815	12881270	1/20/2006	24.73	1065903	101
Field Line Inspection	BELLSOUTH TELECOMMUNICATIONS INC	526816	8656819301	1/20/2006	262.80	1065822	101
Field Line Inspection	MAIL PROCESSING CENTER INC	526814	12/30/05	1/20/2006	60.16	1065869	101
General County Debit	AMERICAN FIDELITY BANK	526109	SERIES2000-0106	1/3/2006	8295.26	51064924	151
General County Debit	AMERICAN FIDELITY BANK	526109	SERIES2000-0106	1/3/2006	150.00	51064924	151

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
General County Debit	AMERICAN FIDELITY BANK	527359	S-2000-0106	1/27/2006	8026.88	51066306	151
General County Debit	AMERICAN FIDELITY BANK	527359	S-2000-0106	1/27/2006	150.00	51066306	151
General County Debit	SUNTRUST EQUITABLE SECURITIES CORP	527356	127840514438694	1/27/2006	4160.76	51066308	151
General County Debit	AMERICAN FIDELITY BANK	527517	S2000-0106	1/31/2006	8026.88	51064930	151
General County Debit	AMERICAN FIDELITY BANK	527517	S2000-0106	1/31/2006	150.00	51064930	151
General Sessions Court	TOM HATCHER	526204	ABC-1/3/06	1/6/2006	3110.69	1065353	101
General Sessions Court	TOM HATCHER	526205	ABC-12/28	1/6/2006	5432.00	1065353	101
General Sessions Court	BLOUNT COUNTY HIGHWAY DEPT	526295	53120	1/13/2006	97.14	1065577	101
General Sessions Court	TOM HATCHER	526326	ABC-1/10/06	1/13/2006	4256.00	1065647	101
General Sessions Court	KNOXVILLE AREA COMMUNITY CENTER	526323	C120503	1/13/2006	201.75	1065616	101
General Sessions Court	LANCE EVANS	526325	12/29&30/05	1/13/2006	40.00	1065618	101
General Sessions Court	BOARD OF PROFESSIONAL	526290	12620	1/13/2006	135.00	1065578	101
General Sessions Court	BOARD OF PROFESSIONAL	526330	9136/BREWER	1/13/2006	135.00	1065578	101
General Sessions Court	TOM HATCHER	526855	ABC-1/17/06	1/20/2006	4865.00	1065894	101
General Sessions Court	TOM HATCHER	527168	1/24/06-ABC	1/27/2006	4935.00	1066157	101
General Sessions Court	KNOXVILLE AREA COMMUNITY CENTER	527019	C120503	1/27/2006	102.38	1066126	101
General Welfare	MARYVILLE KIWANIA FOUNDATION	526139	IMAGINATION LIBRARY	1/6/2006	5000.00	1065323	101
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	526223	37032401	1/6/2006	61.82	31065399	131
Highway	KNOXVILLE UTILITIES BOARD	526224	1245100000	1/6/2006	74.12	31065400	131
Highway	T-JAC ENTERPRISES	526225	12/29/05	1/6/2006	38.00	31065403	131
Highway	T-JAC ENTERPRISES	526296	COFFEE,	1/13/2006	47.00	31065683	131
Highway	METROCALL INC	526421	8654506012,	1/13/2006	72.80	31065682	131
Highway	CITY OF ALCOA	526854	290022001,	1/20/2006	1290.21	31065921	131
Highway	CITY OF ALCOA	526854	290022001,	1/20/2006	150.18	31065921	131
Highway	BLOUNT COUNTY TRUSTEE	526674	SUPPLIES	1/20/2006	23.10	31065920	131
Highway	AMERICAN FIDELITY BANK	527358	LM0.21-1/06	1/27/2006	10600.00	31066194	131
Highway	NEILL SANDLER FORD/LINCOLN/MERCURY	526976	430169	1/27/2006	36.92	31066198	131
Highway	ATMOS ENERGY	527280	5010255135422,	1/27/2006	4482.74	31066195	131
Highway	BLOUNT COUNTY CHAMBER OF COMMERCE	527524	22549	2/2/2006	150.00	31066566	131
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	527523	305-2530-2	2/2/2006	29.67	31066568	131
Highway	KNOXVILLE UTILITIES BOARD	527525	1245100000	2/2/2006	71.12	31066570	131
Highway	T-JAC ENTERPRISES	527427	1/23/06	2/2/2006	38.00	31066573	131
Highway	MOMENTUM BUSINESS SOLUTIONS	527522	4793148	2/2/2006	375.08	31066572	131
Human Resources	SOCIETY OF HUMAN RESOURCE MGMT	526276	1630160	1/13/2006	160.00	1065637	101
Human Resources	JODIE KING	526863	1/18/06	1/20/2006	27.17	1065862	101
Hwy Safety Grant-Sheriff	VISUAL STATEMENT INC.	526857	14862	1/20/2006	590.00	1065897	101
Hwy Safety Grant-Sheriff	INSTITUTE OF POLICE TECH & MGM	527456	7/17-21/06	2/2/2006	700.00	1066465	101
Industrial Development	BLOUNT COUNTY INDUSTRIAL BOARD	527180	HERRON/06	1/27/2006	148593.63	1066090	101
Information Technology	MPI NET	526581	163594	1/13/2006	29.85	1065626	101
Inspection & Regulation	CITY OF MARYVILLE	526166	351234	1/6/2006	1851.81	1065288	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Inspection & Regulation	ANITA BOLINGER	526086	12/29/05	1/6/2006	176.18	1065271	101
Inspection & Regulation	AMERICAN RED CROSS	526368	024	1/13/2006	40.00	1065571	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	526369	8655221333	1/13/2006	141.98	1065574	101
Inspection & Regulation	BELLSOUTH TELECOMMUNICATIONS INC	526370	8659834582	1/13/2006	395.25	1065574	101
Inspection & Regulation	MAIL PROCESSING CENTER INC	526371	12/30/05	1/13/2006	118.27	1065622	101
Inspection & Regulation	FEDERAL EXPRESS CORP	526837	326449184	1/20/2006	58.30	1065843	101
Inspection & Regulation	QUEST DIAGNOSTICS	526836	9111225662	1/20/2006	4.47	1065879	101
Inspection & Regulation	SUNTRUST BANK CARD	526420	OFFICE DEPOT	1/26/2006	27.60	1066050	101
Inspection & Regulation	ARAMARK INC	527037	5234842355	1/27/2006	23.48	1066083	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	527036	6159834582	1/27/2006	357.66	1066133	101
Insurance/Risk	DON STALLIONS	527454	10/15-1/24/06	2/2/2006	109.20	1066454	101
Insurance/Risk	DON STALLIONS	527455	1/27,30/06	2/2/2006	42.00	1066454	101
Jail	UT MEMORIAL HOSPITAL	526101	3/CPR TRAIN.	1/6/2006	51.00	1065362	101
Jail	LOWE'S DRUG INC	526250	19 CLAIMS	1/6/2006	1041.48	1065321	101
Jail	DAVID WHEELER	526131	12/27-29/05	1/6/2006	26.00	1065295	101
Jail	QUALITY MOBILE MEDICAL SERVICES INC	526251	1218	1/6/2006	131.66	1065336	101
Jail	JAMES KELLY ROBERTS III	526102	1183	1/6/2006	5237.89	1065309	101
Jail	JAMES KELLY ROBERTS III	526176	1184	1/6/2006	5786.91	1065309	101
Jail	MICHELLE MAGLICA	526216	1/03/06	1/6/2006	28.00	1065325	101
Jail	JAMES E. LATHAM	526217	1/03/06	1/6/2006	28.00	1065308	101
Jail	CITY OF MARYVILLE	526277	160/TRAINING	1/13/2006	1600.00	1065589	101
Jail	DAVID K CALVERT MD	526378	11-12/05	1/13/2006	3413.34	1065596	101
Jail	QUALITY MOBILE MEDICAL SERVICES INC	526373	1215	1/13/2006	643.64	1065631	101
Jail	JAMES KELLY ROBERTS III	526376	1185	1/13/2006	5036.64	1065610	101
Jail	BLOUNT COUNTY TRUSTEE	526677	INMATES	1/20/2006	9017.72	1065824	101
Jail	JAMES KELLY ROBERTS III	526826	1186	1/20/2006	4189.88	1065860	101
Jail	DIAMOND PHARMACY SERVICES	526845	51231Q2	1/20/2006	13143.41	1065837	101
Jail	JESSE LEE HUSKEY	526682	REIMBURSE	1/20/2006	546.00	1065861	101
Jail	SUNTRUST BANK CARD	526600	SHELL OIL	1/26/2006	33.00	1066050	101
Jail	SUNTRUST BANK CARD	526873	RACEWAY 770	1/26/2006	16.35	1066050	101
Jail	BLOUNT COUNTY TRUSTEE	527335	INMATES	1/27/2006	933.30	1066091	101
Jail	WILLIAM J KENNEY PHD	526877	1/11-12/06	1/27/2006	750.00	1066167	101
Jail	JAMES KELLY ROBERTS III	526980	1187	1/27/2006	4507.78	1066119	101
Jail	MICHELLE MAGLICA	527038	1/20/06	1/27/2006	10.00	1066135	101
Jail	SAM TACKETT	527039	1/20/06	1/27/2006	32.00	1066142	101
Jail	DAVID WHEELER	527514	1/25-27/06	2/2/2006	46.00	1066452	101
Jail	WILLIAM BALL	527430	1/8-13/06	2/2/2006	13.40	1066534	101
Jail	BLOUNT MEMORIAL HOSPITAL	527515	29070251	2/2/2006	139.00	1066432	101
Jail	JAMES KELLY ROBERTS III	527526	1188	2/2/2006	5239.25	1066472	101
Jail	THOMAS SHUDAN	527431	1/8-13/06	2/2/2006	13.40	1066527	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Juvenile Court	KNOXVILLE AREA COMMUNITY CENTER	526097	C60501	1/6/2006	113.25	1065316	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	526113	12/21/05	1/6/2006	42.78	1065292	101
Juvenile Court	AMANDA G. MAY	526112	12/20/05	1/6/2006	72.68	1065268	101
Juvenile Court	TN COUN. OF JUVENILE & FAMILY COURT	526524	2/13-15/06	1/13/2006	60.00	1065645	101
Juvenile Court	DOUBLETREE HOTEL	526526	2/12-13/06	1/13/2006	315.00	1065599	101
Juvenile Court	TN GENERAL SESSIONS JUDGES CONF	526525	2/13-15/06	1/13/2006	80.00	1065646	101
Juvenile Court	CLARION INNS & SUITES	526430	4/CONF .	1/13/2006	280.00	1065591	101
Juvenile Court	DHL EXPRESS(USA) INC.	526506	T2433815	1/13/2006	14.00	1065598	101
Juvenile Court	BLOUNT COUNTY CLERK	527017	RENEWAL	1/26/2006	6.50	1066045	101
Juvenile Court	DHL EXPRESS(USA) INC.	527281	T4925340	1/27/2006	14.00	1066106	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	527603	JAN.06	2/2/2006	47.04	1066449	101
Juvenile Court	AMANDA G. MAY	527604	JAN.06	2/2/2006	55.44	1066421	101
Juvenile Services	LOWE'S DRUG INC	526250	19 CLAIMS	1/6/2006	10.87	1065321	101
Medical Examiner	UNIVERSITY PATHOLOGISTS PC	526314	1200601	1/13/2006	1300.00	1065653	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	526668	10420	1/20/2006	90.00	1065821	101
Medical Examiner	UNIVERSITY PATHOLOGISTS PC	527176	T611002	1/27/2006	375.00	1066165	101
Medical Examiner	BLOUNT PATHOLOGISTS PLLC	527175	11/05-12/05	1/27/2006	2000.00	1066092	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	527448	10463	2/2/2006	90.00	1066427	101
Medical Personnel	KRISTI TIPTON	526186	12/29/05	1/6/2006	40.02	1065317	101
Medical Personnel	JENNIFER L. PRIANO	526185	12/30/05	1/6/2006	213.44	1065311	101
Medical Personnel	CARRIE THOMAS	526188	12/29/05	1/6/2006	137.54	1065283	101
Medical Personnel	JENNIFER PITTS	526372	12/9/05	1/13/2006	14.72	1065612	101
Medical Personnel	AMBER OLIN	526523	DEC.05	1/13/2006	14.72	1065570	101
Medical Personnel	FORT SANDERS SEVIER	527286	C.THOMAS	1/27/2006	60.00	1066111	101
Medical Personnel	LEVETTE BETHEA	527174	10-11-12/05	1/27/2006	85.60	1066130	101
MISCELLANEOUS	BAKER, DONELSON, BEARMAN, CALDWELL	526988	6774215,	1/27/2006	12249.00	26066317	263
Nat Assoc of Cnty Health	RESEARCH TRIANGLE INSTITUTE	526167	193044	1/6/2006	2497.36	1065339	101
Operating	BLOUNT COUNTY TRUSTEE	527181	3RD QTR/06	1/27/2006	201806.00	1066091	101
Other General Admin	MARYVILLE COLLEGE	526103	C.ARTS CT	1/6/2006	35669.29	1065322	101
Other General Admin	CITY OF MARYVILLE	526105	351253,	1/6/2006	480.87	1065288	101
Other General Admin	UNITED PARCEL SERVICE	526179	F63726525	1/6/2006	76.22	1065360	101
Other General Admin	TEMPORARY VENDOR	526252	REPLACE CK.	1/6/2006	362.67	1065366	101
Other General Admin	U S CELLULAR	526165	8652571221,	1/6/2006	1217.60	1065357	101
Other General Admin	METROCALL INC	526206	8653301722,	1/6/2006	77.54	1065324	101
Other General Admin	U S LEC OF TENNESSEE INC	526175	15552232	1/6/2006	3386.04	1065358	101
Other General Admin	UNISHIPPERS	526110	1-1778808	1/6/2006	49.32	1065359	101
Other General Admin	CITY OF ALCOA	526522	460032601	1/13/2006	18.54	1065588	101
Other General Admin	CRAWFORD, CRAWFORD & NEWTON	526321	12/05	1/13/2006	3172.00	1065595	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526309	8656814385	1/13/2006	183.81	1065574	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526311	8659837892	1/13/2006	285.70	1065574	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526312	8659839749	1/13/2006	235.24	1065574	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526329	865M456715	1/13/2006	561.35	1065574	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526582	8656818925	1/13/2006	36.72	1065574	101
Other General Admin	UNITED PARCEL SERVICE	526280	F63726535	1/13/2006	15.47	1065652	101
Other General Admin	U S CELLULAR	526324	8653632630	1/13/2006	28.49	1065650	101
Other General Admin	METROCALL INC	526367	51370	1/13/2006	3067.14	1065624	101
Other General Admin	MAIL PROCESSING CENTER INC	526291	12/30/05	1/13/2006	7111.19	1065622	101
Other General Admin	NEXTEL SOUTH CORP	526289	223291138-008	1/13/2006	10886.87	1065627	101
Other General Admin	UNISHIPPERS	526316	1001796526	1/13/2006	17.61	1065651	101
Other General Admin	GTE WIRELESS/VERIZON	526862	1149074531	1/20/2006	36.42	1065851	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	526823	71316402	1/20/2006	40.36	1065847	101
Other General Admin	CINGULAR WIRELESS	526861	8653685986	1/20/2006	34.90	1065831	101
Other General Admin	UNITED PARCEL SERVICE	526860	F63726016	1/20/2006	27.56	1065896	101
Other General Admin	SUNTRUST BANK CARD	526418	MARYVILLE MPO	1/26/2006	20.80	1066050	101
Other General Admin	CITY OF MARYVILLE	527041	774,782	1/27/2006	8793.40	1066102	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	526987	79826381	1/27/2006	15.10	1066110	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	526902	M45-1607	1/27/2006	193.80	1066087	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	527084	8659825123	1/27/2006	76.76	1066087	101
Other General Admin	BELLSOUTH TELECOMMUNICATIONS INC	527357	8659822724	1/27/2006	36.72	1066087	101
Other General Admin	UNITED PARCEL SERVICE	526882	F63726026	1/27/2006	28.35	1066161	101
Other General Admin	LUCENT TECHNOLOGIES INC.	527083	8659825123	1/27/2006	27.83	1066133	101
Other General Admin	NEXTEL SOUTH CORP	527337	223291138-9	1/27/2006	10795.76	1066137	101
Other General Admin	CITY OF MARYVILLE	527442	332119,332131,346167	2/2/2006	90.47	1066447	101
Other General Admin	CITY OF MARYVILLE	527447	346157,346158	2/2/2006	21.16	1066447	101
Other General Admin	UNITED PARCEL SERVICE	527449	F63726036	2/2/2006	19.01	1066532	101
Other General Admin	TENNESSEE VALLEY AUTHORITY	527446	B610200,B612280	2/2/2006	438.90	1066521	101
PBA	BLOUNT COUNTY PUBLIC BUILDING	526212	4054,5061,3048,11111	1/6/2006	190749.64	89065502	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526212	4054,5061,3048,11111	1/6/2006	20652.40	89065502	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526212	4054,5061,3048,11111	1/6/2006	20160.00	89065502	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526212	4054,5061,3048,11111	1/6/2006	748.61	89065502	189
PBA	CRAWFORD, CRAWFORD & NEWTON	526320	PBA	1/13/2006	3302.00	89065779	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526640	4054,11111	1/13/2006	326463.22	89065778	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526640	4054,11111	1/13/2006	162.21	89065778	189
PBA	MALONE DESIGN/FABRICATION	526579	0013675-IN	1/13/2006	19199.84	89065780	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526858	309912,	1/20/2006	851861.74	89066031	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526858	309912,	1/20/2006	20500.00	89066031	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	526858	309912,	1/20/2006	78.00	89066031	189
PBA	BLOUNT COUNTY TRUSTEE	527381	FAIRGROUND	1/27/2006	1558.00	89066311	189
PBA	THE INDUSTRIAL DEVELOPMENT BOARD OF	527018	#03	1/27/2006	45425.00	89066315	189
PBA	REGISTER OF DEEDS	527382	FAIRGROUND	1/27/2006	30.00	89066313	189

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
PBA	BLOUNT COUNTY PUBLIC BUILDING	527082	4054,11111	1/27/2006	20713.35	89066310	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	527082	4054,11111	1/27/2006	422.86	89066310	189
PBA	SMOKY MOUNTAIN SPEEDWAY, INC.	527380	FAIRGROUND	1/27/2006	266549.90	89066314	189
PBA	BRAUN & ASSOCIATES, INC.	527516	60012	2/2/2006	1500.00	89066670	189
Property Assessors	DAVID WEAVER	526197	12/08/05	1/6/2006	42.32	1065294	101
Property Assessors	BARRY MATHIS	526195	12/12/05	1/6/2006	102.58	1065275	101
Property Assessors	DANIEL J. PERKINS	526196	12/30/05	1/6/2006	61.64	1065293	101
Property Assessors	PHIL WILLIAMS	526199	12/21/05	1/6/2006	81.88	1065331	101
Property Assessors	THE KIWANIS CLUB OF MARYVILLE	526847	1229608	1/20/2006	24.00	1065889	101
Property Assessors	THOMAS W. MERCKS	527081	1/23/06	1/27/2006	10.00	1066153	101
Property Assessors	TREVOR M. MCMURRAY	527079	1/23/06	1/27/2006	10.00	1066160	101
Property Tax Reappraisal	LARRY L JONES	526198	12/29/05	1/6/2006	50.60	1065319	101
Property Tax Reappraisal	TIM HELTON	526194	12/15/05	1/6/2006	11.04	1065352	101
Property Tax Reappraisal	JAMES C. SNELL	526200	12/12/05	1/6/2006	48.76	1065307	101
Property Tax Reappraisal	BLOUNT COUNTY HIGHWAY DEPT	526292	52300	1/13/2006	141.42	1065577	101
Public Library	MATHEW BENDER & CO INC	526183	15095495,	1/6/2006	145.36	15065382	115
Public Library	MCGRAW-HILL COMPANIES, INC.	526180	19147236001	1/6/2006	147.55	15065384	115
Public Library	MEMPHIS PUBLISHING COMPANY	526181	2070134	1/6/2006	131.08	15065385	115
Public Library	NANCY NORTON	526187	12/30/05	1/6/2006	34.96	15065386	115
Public Library	WEISS RATINGS INC	526182	4449058,	1/6/2006	897.90	15065394	115
Public Library	U S LEC OF TENNESSEE INC	526168	15550907	1/6/2006	832.35	15065393	115
Public Library	DEBORAH D YARNELL	526169	12/05	1/6/2006	240.00	15065375	115
Public Library	DEBORAH BARNETT	526184	12/30/05	1/6/2006	15.64	15065374	115
Public Library	MATHEW F JACKSON	526172	12/05	1/6/2006	220.00	15065383	115
Public Library	BRETT R. HALL	526173	12/05	1/6/2006	180.00	15065371	115
Public Library	J SCOTT SPICER	526170	12/05	1/6/2006	240.00	15065378	115
Public Library	JOHN KYLE MITCHELL	526174	12/05	1/6/2006	180.00	15065380	115
Public Library	WILLIAM J DIFFIE	526171	12/05	1/6/2006	240.00	15065395	115
Public Library	BAKER & TAYLOR	526574	5006575710,5006575709,	1/13/2006	89.69	15065661	115
Public Library	BAKER & TAYLOR	526575	5006575711,5006592287,	1/13/2006	495.92	15065661	115
Public Library	CITY OF MARYVILLE	526297	BUSINESS/TAX.LIC	1/13/2006	20.00	15065663	115
Public Library	MATHEW BENDER & CO INC	526520	20667833,1883762X	1/13/2006	527.50	15065668	115
Public Library	THE TENNESSEAN/NASHVILLE BANNER	526518	10585791	1/13/2006	240.24	15065673	115
Public Library	DUN & BRADSTREET US	526516	0106542-06	1/13/2006	659.50	15065664	115
Public Library	RECORDED BOOKS INC	526322	2719641,	1/13/2006	1149.55	15065671	115
Public Library	TENNESSEE LIBRARY ASSOC	526519	2/28/06	1/13/2006	50.00	15065672	115
Public Library	NANCY L. UNDERWOOD	526517	DEC.05	1/13/2006	32.86	15065669	115
Public Library	BLOUNT COUNTY CLERK	526846	LIC/BKMK	1/20/2006	117.40	15065904	115
Public Library	ATMOS ENERGY	527076	50102703861245	1/27/2006	4512.26	15066172	115
Public Library	BELLSOUTH DIRECTORY SALES	527063	373989	1/27/2006	104.59	15066173	115

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Public Library	TENNESSEE LIBRARY ASSOC	526889	04/4-7/06	1/27/2006	485.00	15066185	115
Public Library	KRAUSE PUBLICATIONS	527077	1087616	1/27/2006	52.55	15066182	115
Public Library	STATE OF TENNESSEE	527064	342783,	1/27/2006	100.00	15066184	115
Purchasing	AMANDA VINCENT	526189	12/27/05	1/6/2006	24.84	1065269	101
Rabies & Animal Control	CITY OF MARYVILLE	527041	774,782	1/27/2006	9541.00	1066102	101
Records Management	JACKIE GLENN	526527	REMIBURSE	1/13/2006	61.12	1065608	101
Records Management	ASSOCIATION OF RECORDS MANAGERS &	526859	J.GLENN	1/20/2006	170.00	1065820	101
Register of Deeds	BLOUNT COUNTY CHAMBER FOUNDATION	526227	P.WHALEY	1/6/2006	25.00	1065276	101
Register of Deeds	JOANNA BELCHER	526081	11&12/05	1/6/2006	63.48	1065312	101
Register of Deeds	A & W OFFICE SUPPLY	526429	12819491,	1/13/2006	33.36	1065658	101
Register of Deeds	EAST TN. REGISTERS ASSOCIATION	526685	P.WHALEY	1/20/2006	25.00	1065842	101
Register of Deeds	THE HOLLINGER CORP	527035	100384	1/27/2006	20.45	1066150	101
Sanitation & Waste	CITY OF ALCOA	526108	430920	1/6/2006	34.51	1065287	101
Sanitation & Waste	ATMOS ENERGY	526107	5046120422472963	1/6/2006	2365.15	1065273	101
Schools	CITY OF ALCOA	526151	070079201,	1/6/2006	11508.17	41065418	141
Schools	CITY OF ALCOA	526152	070078503,	1/6/2006	25288.81	41065418	141
Schools	CITY OF ALCOA	526155	080614801,	1/6/2006	9140.62	41065418	141
Schools	CITY OF ALCOA	526156	080612001,	1/6/2006	2358.50	41065418	141
Schools	CITY OF ALCOA	526156	080612001,	1/6/2006	896.75	41065418	141
Schools	CITY OF ALCOA	526161	170008001,	1/6/2006	15773.39	41065418	141
Schools	ASSOCIATION OF SCHOOL BUSINESS	526128	T.LOGAN/MEMBERSHIP	1/6/2006	135.00	41065412	141
Schools	KEN WAHLERS	526190	12/15/05	1/6/2006	37.72	41065441	141
Schools	JOHN CLABOUGH III	526116	51&57&95-1/9/06	1/6/2006	8459.00	41065437	141
Schools	JOHN CLABOUGH III	526178	400	1/6/2006	100.00	41065437	141
Schools	LYNDA G LYDA	526094	12/16/05	1/6/2006	168.82	41065448	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	526154	90087281,	1/6/2006	22774.22	41065426	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	526157	32036501,	1/6/2006	1362.27	41065426	141
Schools	GODDARD & GAMBLE, ATT.	526129	861	1/6/2006	1050.00	41065430	141
Schools	SMITH BUS LINES	526117	53&54-1/9/06	1/6/2006	5272.00	41065457	141
Schools	CITY OF MARYVILLE	526149	336994,	1/6/2006	4147.79	41065419	141
Schools	CITY OF MARYVILLE	526150	359167	1/6/2006	15.56	41065419	141
Schools	CITY OF MARYVILLE	526150	359167	1/6/2006	1174.03	41065419	141
Schools	CITY OF MARYVILLE	526160	337003,	1/6/2006	1152.75	41065419	141
Schools	CITY OF MARYVILLE	526163	352250,	1/6/2006	917.56	41065419	141
Schools	CITY OF MARYVILLE	526164	352244,	1/6/2006	1346.03	41065419	141
Schools	CITY OF MARYVILLE	526164	352244,	1/6/2006	313.30	41065419	141
Schools	JUDITH RICE	526218	DEC.05	1/6/2006	26.68	41065438	141
Schools	OLLIE H BORING	526087	#71-TRIP	1/6/2006	40.00	41065452	141
Schools	OLLIE H BORING	526114	71-1/9/06	1/6/2006	2967.00	41065452	141
Schools	BETTY WAGNER	526095	12/16/05	1/6/2006	82.47	41065414	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	SOUTH BLOUNT UTILITY DIST	525153	8319	1/6/2006	1063.07	41065458	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	526121	8659821268	1/6/2006	45.68	41065413	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	526122	8659779011	1/6/2006	19.29	41065413	141
Schools	DAVID COOK	526090	12/8/05	1/6/2006	28.98	41065422	141
Schools	TUCKALEECHIE UTILITY	526162	22001000001,	1/6/2006	493.48	41065469	141
Schools	KAREN MOFFATT	526091	12/15/05	1/6/2006	18.86	41065439	141
Schools	TAMMY CASH	526089	12/9/05	1/6/2006	10.35	41065463	141
Schools	LEANN M. LAMBERT	526127	#78-12/14/05	1/6/2006	8216.00	41065444	141
Schools	LEANN M. LAMBERT	526177	50-52-78-93-94-1/9/06	1/6/2006	13826.00	41065444	141
Schools	LUCENT TECHNOLOGIES INC.	526226	982-8152	1/6/2006	863.33	41065447	141
Schools	ROBIN CELESTE COOK	526125	12/15/05	1/6/2006	54.28	41065456	141
Schools	KEITH A. EARLEY	526219	DEC.05	1/6/2006	257.14	41065440	141
Schools	GLENDA THOMAS	526126	12/13&14/05	1/6/2006	5.98	41065428	141
Schools	STATE OF TENNESSEE	526124	342001	1/6/2006	50.00	41065461	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	526123	12 PRINTS	1/6/2006	576.00	41065466	141
Schools	SUSAN LEE	526088	12/16/05	1/6/2006	102.58	41065462	141
Schools	DIANE BAIN	526192	12/16/05	1/6/2006	61.22	41065424	141
Schools	FRANCINE L REYNOLDS	526096	12/15/05	1/6/2006	51.52	41065427	141
Schools	NANCY R SYLVIA	526093	12/16/05	1/6/2006	77.05	41065450	141
Schools	ISAAC EUGENE MCLEMORE	526115	68-1/9/06	1/6/2006	2636.00	41065435	141
Schools	ALISA MOORE	526211	12/19/05	1/6/2006	32.20	41065407	141
Schools	STAR LIMOUSINE SERVICE	526118	61-1/9/06	1/6/2006	2636.00	41065460	141
Schools	GLENN VITALE	526191	12/30/05	1/6/2006	127.88	41065429	141
Schools	DOWDLE PROPANE GAS CO	526158	700239	1/6/2006	181.72	41065425	141
Schools	DOWDLE PROPANE GAS CO	526159	700865	1/6/2006	4086.41	41065425	141
Schools	BRIAN DILLARD	526193	12/12/05	1/6/2006	53.82	41065415	141
Schools	CYNTHIA SUE WEIMER	526092	12814/05	1/6/2006	27.60	41065421	141
Schools	KIMBERLY D MAY	526083	11/30/05	1/6/2006	277.20	41065443	141
Schools	CITY OF ALCOA	526306	140089501	1/13/2006	10370.87	41065698	141
Schools	CITY OF ALCOA	526306	140089501	1/13/2006	657.19	41065698	141
Schools	CITY OF ALCOA	526307	143340002,	1/13/2006	39361.95	41065698	141
Schools	CITY OF ALCOA	526308	140090001,	1/13/2006	102.92	41065698	141
Schools	FRIENDSVILLE CITY WATER WORKS	526305	121750-1,	1/13/2006	776.69	41065703	141
Schools	REFUNDS	526428	REF/RET.BK	1/13/2006	53.97	41065747	141
Schools	SOUTH BLOUNT UTILITY DIST	526423	362748,	1/13/2006	5084.41	41065730	141
Schools	TN DEPT OF LABOR AND WORKFORCE	526300	6502226	1/13/2006	2363.04	41065738	141
Schools	ATMOS ENERGY	526426	50135971370079,	1/13/2006	25840.20	41065691	141
Schools	UNITED PARCEL SERVICE	526304	4RW236525,	1/13/2006	35.72	41065741	141
Schools	TERESA OWENS	526521	OCT-DEC 05	1/13/2006	25.30	41065733	141
Schools	U S CELLULAR	526427	8652569871	1/13/2006	44.08	41065740	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	BLOUNT MEMORIAL HOSPITAL INC	526303	61511	1/13/2006	67.00	41065694	141
Schools	JANICE MARTIN	526294	11/16/05	1/13/2006	8.40	41065710	141
Schools	MAIL PROCESSING CENTER INC	526301	12/30/05	1/13/2006	100.02	41065718	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	526425	CHAPA	1/13/2006	48.00	41065732	141
Schools	JENNIFER SLAWSON	526319	NOV-DEC 05	1/13/2006	64.86	41065711	141
Schools	LAURA OGLE-GRAHAM	526287	12/05-ANDREW	1/13/2006	34.65	41065715	141
Schools	NANCY POTTER	526302	12/05-CORY	1/13/2006	187.60	41065723	141
Schools	MICHAEL HORTON	526288	12/25	1/13/2006	49.68	41065721	141
Schools	CITY OF ALCOA	526672	290033001	1/20/2006	514.55	41065934	141
Schools	CITY OF ALCOA	526672	290033001	1/20/2006	33.00	41065934	141
Schools	CITY OF ALCOA	526864	461037901,350366101	1/20/2006	1464.40	41065934	141
Schools	CITY OF ALCOA	526865	350366203,350365603	1/20/2006	8802.73	41065934	141
Schools	CITY OF ALCOA	526865	350366203,350365603	1/20/2006	505.74	41065934	141
Schools	CITY OF ALCOA	526866	350366401,350366501,	1/20/2006	211.37	41065934	141
Schools	BARBARA B GREGORY	526801	12/05-FUEL ADJ	1/20/2006	470.34	41065927	141
Schools	BLOUNT COUNTY HIGHWAY DEPT	526829	71120,	1/20/2006	2613.80	41065930	141
Schools	JOHN CLABOUGH III	526807	12/05-FUEL ADJ	1/20/2006	1168.83	41065953	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	526870	73030871,73030851,	1/20/2006	2359.45	41065942	141
Schools	FRANK CONNATSER	526805	12/05-FUEL ADJ	1/20/2006	205.02	41065943	141
Schools	FRANKLIN TEFFETELLER	526787	12/05-FUEL ADJ	1/20/2006	314.23	41065945	141
Schools	JACK CLEMMER	526806	12/05-FUEL ADJ	1/20/2006	168.84	41065950	141
Schools	JAMES O. HATCHER	526800	12/05-FUEL ADJ	1/20/2006	192.96	41065951	141
Schools	SMITH BUS LINES	526780	12/05-FUEL ADJ	1/20/2006	327.82	41065980	141
Schools	CITY OF MARYVILLE	526867	317295,317283,317281	1/20/2006	847.73	41065935	141
Schools	CITY OF MARYVILLE	526868	317287	1/20/2006	430.75	41065935	141
Schools	CITY OF MARYVILLE	526869	317296	1/20/2006	4785.70	41065935	141
Schools	CITY OF MARYVILLE	526869	317296	1/20/2006	54.81	41065935	141
Schools	OLLIE H BORING	526809	12/05-FUEL ADJ	1/20/2006	2139.95	41065966	141
Schools	SAM H MCCALL	526794	12/05-FUEL ADJ	1/20/2006	205.02	41065976	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	526828	865M421955	1/20/2006	7954.42	41065928	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	526831	865M420931	1/20/2006	460.00	41065928	141
Schools	ATMOS ENERGY	526818	50135341363787,	1/20/2006	10287.24	41065926	141
Schools	UNITED PARCEL SERVICE	526838	4RW236016	1/20/2006	64.35	41065992	141
Schools	JIMMY RAY HATCHER	526799	12/05-FUEL ADJ	1/20/2006	294.80	41065952	141
Schools	LLOYD E DAVIS	526803	12/05-FUEL ADJ	1/20/2006	96.48	41065959	141
Schools	JUNIOR LELAND PICKENS	526790	12/05-FUEL ADJ	1/20/2006	500.49	41065954	141
Schools	FRANKLIN E. MARSHALL	526795	12/05-FUEL ADJ	1/20/2006	180.90	41065944	141
Schools	WILBUR CLINTON HUFFMAN	526798	12/05-FUEL ADJ	1/20/2006	1371.00	41065995	141
Schools	LLOYD E. DAVIS, JR.	526804	12/05-FUEL ADJ	1/20/2006	259.96	41065960	141
Schools	SHARON S WALKER	526786	12/05-FUEL ADJ	1/20/2006	205.02	41065978	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	LEANN M. LAMBERT	526796	12/05-FUEL ADJ	1/20/2006	1401.91	41065958	141
Schools	DEBRA LYNN MISER	526793	12/05-FUEL ADJ	1/20/2006	180.90	41065937	141
Schools	RICHARD L BLAIR	526810	12/05-FUEL ADJ	1/20/2006	1123.59	41065972	141
Schools	ANNETTE REED	526789	12/05-FUEL ADJ	1/20/2006	253.26	41065925	141
Schools	PAUL WILLARD KIRKLAND	526797	12/05-FUEL ADJ	1/20/2006	192.96	41065969	141
Schools	SHARON A TEFFETELLER	526783	12/05-FUEL ADJ	1/20/2006	404.28	41065977	141
Schools	EQUIPMENT ENTERPRISES, INC	526784	12/05-FUEL ADJ	1/20/2006	1058.80	41065939	141
Schools	MURPHY TRUCKING, INC	526792	12/05-FUEL ADJ	1/20/2006	192.96	41065964	141
Schools	TIMOTHY D BROWN	526808	12/05-FUEL ADJ	1/20/2006	205.02	41065990	141
Schools	RICHARD L PASS	526791	12/05-FUEL ADJ	1/20/2006	340.36	41065973	141
Schools	ISAAC EUGENE MCLEMORE	526781	12/05-FUEL ADJ	1/20/2006	203.50	41065948	141
Schools	FINCHUM SERVICES, INC	526802	12/05-FUEL ADJ	1/20/2006	428.40	41065940	141
Schools	STAR LIMOUSINE SERVICE	526782	12/05-FUEL ADJ	1/20/2006	414.48	41065983	141
Schools	SIMERLY BUSES INC	526788	12/05-FUEL ADJ	1/20/2006	507.19	41065979	141
Schools	CATHY WILKERSON	526830	12/05	1/20/2006	5.52	41065933	141
Schools	WORDE BUS LINES, LLC	526785	12/05-FUEL ADJ	1/20/2006	461.63	41065996	141
Schools	KIMBERLY D MAY	526819	12/16/05	1/20/2006	184.80	41065956	141
Schools	CITY OF ALCOA	527022	060474901,	1/27/2006	18330.82	41066209	141
Schools	CITY OF ALCOA	527023	041001501	1/27/2006	531.28	41066209	141
Schools	CITY OF ALCOA	527029	070076601,	1/27/2006	32739.71	41066209	141
Schools	JOHN CLABOUGH III	526895	#51,57,95	1/27/2006	8459.00	41066219	141
Schools	ASSOCIATION FOR SUPERVISION &	527025	1306538	1/27/2006	79.00	41066204	141
Schools	SMITH BUS LINES	526892	BUS #53,54	1/27/2006	5272.00	41066238	141
Schools	THE DAILY TIMES	527043	25009	1/27/2006	125.00	41066246	141
Schools	CITY OF MARYVILLE	527032	337003,	1/27/2006	260.79	41066210	141
Schools	OLLIE H BORING	526896	BUS #71	1/27/2006	2967.00	41066231	141
Schools	SEVIER COUNTY ELECTRIC SYSTEM	527027	3016201,	1/27/2006	4039.84	41066237	141
Schools	SOUTH BLOUNT UTILITY DIST	527021	5738791001,	1/27/2006	1226.95	41066239	141
Schools	DAVID COOK	526887	1/18-19/06	1/27/2006	20.00	41066211	141
Schools	TN DEPT OF LABOR AND WORKFORCE	527026	06502226	1/27/2006	1575.72	41066248	141
Schools	ATMOS ENERGY	527028	5010219131814,	1/27/2006	5468.46	41066205	141
Schools	UNITED PARCEL SERVICE	526884	4RW236026	1/27/2006	26.61	41066249	141
Schools	TAMMY CASH	526899	1/18-19/06	1/27/2006	20.00	41066243	141
Schools	LEANN M. LAMBERT	526894	#50,52,78,93,94	1/27/2006	13826.00	41066224	141
Schools	KAY BEST	526898	1/18-19/06	1/27/2006	20.00	41066221	141
Schools	STATE OF TENNESSEE	526885	343158,343753,343704	1/27/2006	250.00	41066242	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	527024	8 PRINTS	1/27/2006	384.00	41066245	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	527042	12 PRINTS	1/27/2006	576.00	41066245	141
Schools	VERA YODER	526897	REIMBURSE	1/27/2006	26.50	41066250	141
Schools	ISAAC EUGENE MCLEMORE	526893	BUS #68	1/27/2006	2636.00	41066217	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	STAR LIMOUSINE SERVICE	526891	BUS #61	1/27/2006	2636.00	41066241	141
Schools	MICHELLE R ALLMON	526888	11/05-12/05	1/27/2006	294.00	41066229	141
Schools	BARBARA B GREGORY	526950	1/10-2/3/06	1/31/2006	7210.22	41066387	141
Schools	JOHN CLABOUGH III	526959	1/10-2/3/06	1/31/2006	11193.55	41066397	141
Schools	FRANK CONNATSER	526953	1/10-2/3/06	1/31/2006	3607.63	41066391	141
Schools	FRANKLIN TEFFETELLER	526955	1/10-2/3/06	1/31/2006	5585.33	41066393	141
Schools	JACK CLEMMER	526956	1/10-2/3/06	1/31/2006	3220.42	41066394	141
Schools	JAMES O. HATCHER	526957	1/10-2/3/06	1/31/2006	3472.56	41066395	141
Schools	CITY OF MARYVILLE	527433	334771,334781.334782,	1/31/2006	1770.87	41066372	141
Schools	OLLIE H BORING	526975	1/10-2/3/06	1/31/2006	35802.26	41066403	141
Schools	SAM H MCCALL	526968	1/10-2/3/06	1/31/2006	3328.99	41066407	141
Schools	JIMMY RAY HATCHER	526958	1/10-2/3/06	1/31/2006	6221.23	41066396	141
Schools	LLOYD E DAVIS	526963	1/10-2/3/06	1/31/2006	2437.92	41066400	141
Schools	JUNIOR LELAND PICKENS	526960	1/10-2/3/06	1/31/2006	9377.71	41066398	141
Schools	FRANKLIN E. MARSHALL	526954	1/10-2/3/06	1/31/2006	3130.56	41066392	141
Schools	WILBUR CLINTON HUFFMAN	526973	1/10-2/3/06	1/31/2006	23396.69	41066411	141
Schools	LLOYD E. DAVIS, JR.	526962	1/10-2/3/06	1/31/2006	5637.74	41066401	141
Schools	SHARON S WALKER	526970	1/10-2/3/06	1/31/2006	3476.88	41066408	141
Schools	LEANN M. LAMBERT	526961	1/10-2/3/06	1/31/2006	3500.64	41066399	141
Schools	DEBRA LYNN MISER	526951	1/10-2/3/06	1/31/2006	3411.07	41066388	141
Schools	RICHARD L BLAIR	526966	1/10-2/3/06	1/31/2006	19603.15	41066405	141
Schools	ANNETTE REED	526949	1/10-2/3/06	1/31/2006	3918.67	41066386	141
Schools	PAUL WILLARD KIRKLAND	526965	1/10-2/3/06	1/31/2006	3239.14	41066404	141
Schools	EQUIPMENT ENTERPRISES, INC	526952	1/10-2/3/06	1/31/2006	23794.13	41066389	141
Schools	MURPHY TRUCKING, INC	526964	1/10-2/3/06	1/31/2006	3603.31	41066402	141
Schools	TIMOTHY D BROWN	526972	1/10-2/3/06	1/31/2006	3276.58	41066410	141
Schools	RICHARD L PASS	526967	1/10-2/3/06	1/31/2006	6247.73	41066406	141
Schools	FINCHUM SERVICES, INC	526969	1/10-2/3/06	1/31/2006	8456.62	41066390	141
Schools	SIMERLY BUSES INC	526971	1/10-2/3/06	1/31/2006	9862.56	41066409	141
Schools	WORDE BUS LINES, LLC	526974	1/10-2/3/06	1/31/2006	9324.29	41066412	141
Schools	CITY OF ALCOA	527518	080612501	2/2/2006	2629.36	41066582	141
Schools	CITY OF ALCOA	527518	080612501	2/2/2006	363.70	41066582	141
Schools	CITY OF ALCOA	527519	080611801,	2/2/2006	9255.80	41066582	141
Schools	COOK'S PEST CONTROL	527611	JAN.06	2/2/2006	710.00	41066584	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	527520	90087221,	2/2/2006	22045.01	41066590	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	527608	982-1268	2/2/2006	64.97	41066578	141
Schools	DAVID COOK	527605	JAN.06	2/2/2006	27.72	41066586	141
Schools	UNITED PARCEL SERVICE	527606	4RW236036	2/2/2006	5.42	41066622	141
Schools	LUCENT TECHNOLOGIES INC.	527610	982-8152	2/2/2006	579.97	41066598	141
Schools	THOMAS J JOHNSON	527602	12/05,1/06	2/2/2006	26.79	41066619	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	STATE OF TENNESSEE	527607	343939	2/2/2006	100.00	41066614	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	527609	2 PRINTS	2/2/2006	96.00	41066617	141
Sheriffs Department	RUSTY AYCOCKE	526079	1/22-28/06	1/6/2006	218.40	1065342	101
Sheriffs Department	UNITED STATES POLICE CANINE ASSOC.	526133	05/06 DUES	1/6/2006	80.00	1065361	101
Sheriffs Department	JARROD MILLSAPS	526132	REIMB/CLOTHES	1/6/2006	281.32	1065310	101
Sheriffs Department	BAKER, DONELSON, BEARMAN, CALDWELL	526249	6780024	1/6/2006	2416.00	1065274	101
Sheriffs Department	RAMADA MARCO POLO	526080	12604	1/6/2006	739.02	1065338	101
Sheriffs Department	CITY OF ALCOA	526647	290028002	1/13/2006	13.28	1065588	101
Sheriffs Department	BLOUNT COUNTY CHAMBER OF COMMERCE	526422	22545	1/13/2006	140.00	1065576	101
Sheriffs Department	BLOUNT COUNTY HIGHWAY DEPT	526284	15411	1/13/2006	25875.99	1065577	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	526374	362872,	1/13/2006	21.92	1065638	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	526375	865M459808	1/13/2006	149.60	1065574	101
Sheriffs Department	LAW ENFORCEMENT SERVICES INC	526254	05-1356,05-1361,05-138	1/13/2006	350.00	1065619	101
Sheriffs Department	LAW ENFORCEMENT SERVICES INC	526279	051125	1/13/2006	50.00	1065619	101
Sheriffs Department	CHARLES F. SPURLING	526315	12/5-9/05	1/13/2006	153.00	1065586	101
Sheriffs Department	BUTLER WRECKER SERVICE	526665	2/BURNED CARS	1/20/2006	30.00	1065825	101
Sheriffs Department	DONNA WHEELER	526813	2/6-10/06	1/20/2006	231.20	1065839	101
Sheriffs Department	FORT LOUDOUN ELECTRIC COOPERATIVE	526825	71234951,	1/20/2006	120.48	1065847	101
Sheriffs Department	TN BUREAU OF INVESTIGATION	526683	4/4-5/06	1/20/2006	20.00	1065893	101
Sheriffs Department	WILLIAM J KENNEY PHD	526675	ESTRIDGE, PUGLIESI	1/20/2006	300.00	1065901	101
Sheriffs Department	CRAIG'S FIREARM SUPPLY	526666	33509	1/20/2006	10.00	1065835	101
Sheriffs Department	DIVE RESCUE INTERNATIONAL, INC.	526812	J.BURCHFIELD	1/20/2006	425.00	1065838	101
Sheriffs Department	WALTERS STATE	526850	2/13-4/7/06	1/20/2006	5338.00	1065900	101
Sheriffs Department	CARROLL ORR	526817	18276,	1/20/2006	39.00	1065828	101
Sheriffs Department	R.A. D. SYSTEMS	526667	RUSSELL, BURGER,	1/20/2006	206.00	1065880	101
Sheriffs Department	RAMSEY ENTERPRISES	526851	MEALS	1/20/2006	2600.00	1065881	101
Sheriffs Department	LAB ONE INC	526681	65187010	1/20/2006	70.00	1065867	101
Sheriffs Department	HOLIDAY INN	526821	66393802	1/20/2006	189.00	1065852	101
Sheriffs Department	RYAN & ASSOC.	526670	M.OBRIANT	1/20/2006	149.00	1065882	101
Sheriffs Department	LAW ENFORCEMENT SERVICES INC	526676	060113,	1/20/2006	150.00	1065868	101
Sheriffs Department	INTERNATIONAL ASSOCIATION FOR	526664	WATERS.SPARKS,	1/20/2006	75.00	1065859	101
Sheriffs Department	HOLIDAY INN SELECT	526684	4/4-5/06	1/20/2006	119.98	1065853	101
Sheriffs Department	CITY OF ALCOA	526982	050358406	1/27/2006	18.54	1066101	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	526981	8653790433	1/27/2006	142.94	1066087	101
Sheriffs Department	TREASURER, STATE OF TENNESSEE	526876	INV44600	1/27/2006	600.00	1066159	101
Sheriffs Department	TN CHAPTER FBI NAA	526979	BORING-GARNER	1/27/2006	130.00	1066155	101
Sheriffs Department	TN CHAPTER FBI NAA	527040	HEADRICK	1/27/2006	65.00	1066155	101
Sheriffs Department	JOHN E REID & ASSOCIATES, INC	527284	21843	1/27/2006	1100.00	1066120	101
Sheriffs Department	HOME BANK	527048	COMFORT INN, EXXON	1/27/2006	538.60	1066114	101
Sheriffs Department	UNITED STATES POLICE CANINE ASSOC.	526983	AT/MC-05 DUES	1/27/2006	80.00	1066162	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	RADISSON HOTEL	527285	77136	1/27/2006	346.62	1066141	101
Sheriffs Department	HYATT JACKSONVILLE RIVERFRONT	527283	3/21-26/06	1/27/2006	3961.50	1066115	101
Sheriffs Department	KATHY SHIELDS	526985	REIMB	1/27/2006	39.06	1066122	101
Sheriffs Department	JAMES BERRONG	527534	3/21-26/06	2/2/2006	184.80	1066469	101
Sheriffs Department	ARCHIE GARNER	527530	3/21-26/06	2/2/2006	184.80	1066426	101
Sheriffs Department	JAMES LONG	527428	1/18/06	2/2/2006	25.50	1066473	101
Sheriffs Department	JAMES LONG	527531	3/21-26/06	2/2/2006	184.80	1066473	101
Sheriffs Department	RUSTY AYCOCKE	527527	1/22-28/06	2/2/2006	54.60	1066509	101
Sheriffs Department	RONALD DUNN SR.	527535	3/21-26/06	2/2/2006	184.80	1066506	101
Sheriffs Department	JEFFERY RAY FRENCH II	527532	3/21-26/06	2/2/2006	184.80	1066475	101
Sheriffs Department	CHRIS CANTRELL	527529	3/21-26/06	2/2/2006	184.80	1066443	101
Sheriffs Department	JARROD MILLSAPS	527533	3/21-26/06	2/2/2006	184.80	1066474	101
Sheriffs Department	DONALD RAY BENSON	527536	3/21-26/06	2/2/2006	184.80	1066456	101
Sheriffs Department	RODNEY HOLLOWAY	527528	3/21-26/06	2/2/2006	184.80	1066504	101
Sheriffs Department	CINDY CAMPBELL	527432	1/8-13/06	2/2/2006	13.40	1066444	101
Sheriffs Department	KIM ROACH	527429	1/8-13/06	2/2/2006	13.40	1066479	101
Soil Conservation	BELLSOUTH TELECOMMUNICATIONS INC	527445	983-2119	2/2/2006	140.42	1066428	101
Storm Water	JUSTIN M. TEAGUE	526085	REIMB	1/6/2006	11.40	1065313	101
Storm Water	JUSTIN M. TEAGUE	526085	REIMB	1/6/2006	2.17	1065313	101
Tourism	MIDDLE EAST TN TOURISM COUNCIL	526213	2005-906	1/6/2006	20.00	1065326	101
Tourism	GATLINBURG GATEWAY FOUNDATION, INC.	526856	HANDLY/HARDWICK	1/20/2006	50.00	1065849	101
Tourism	SUNTRUST BANK CARD	526872	GFEA	1/26/2006	450.00	1066050	101
Veterans Services	BLOUNT COUNTY HIGHWAY DEPT	526285	58300	1/13/2006	74.20	1065577	101
Veterans Services	CHARLES D STALEY	527444	1/27/06	2/2/2006	6.00	1066440	101
Veterans Services	CHATTANOOGA COCA-COLA BOTTLING CO	527425	22R2841075	2/2/2006	9.00	1066441	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	526215	1191101/4898602	1/5/2006	504.44	1064925	101
Vistors Center	HERITAGE PROPANE GAS	526203	80574	1/6/2006	429.55	1065303	101
Vistors Center	TUCKALEECHEE UTILITY	526201	4200300001	1/6/2006	80.60	1065356	101
Vistors Center	U S CELLULAR	526202	8656600207	1/6/2006	43.12	1065357	101
Vistors Center	ERNIE WIGGINS JR	526580	321254	1/13/2006	7.00	1065600	101
Vistors Center	U S LEC OF TENNESSEE INC	526840	15692966	1/20/2006	822.79	1065895	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	527078	1191101	1/27/2006	522.25	1066144	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526221	OCT.05	1/6/2006	39.60	64065506	264
55190	BLOUNT MEMORIAL OCCUPATIONAL HEALTH	526222	NOV.05	1/6/2006	80.14	64065506	264
Accounting & Budgeting	SUNTRUST BANK CARD	52052	US AIRWAYS,	1/26/2006	554.61	1066050	101
Accounting & Budgeting	SUNTRUST BANK CARD	52052	SULLIVAN'S,	1/26/2006	43.70	1066050	101
Accounting & Budgeting	SUNTRUST BANK CARD	52052	DEPOSIT	1/26/2006	195.00	1066050	101
Accounting & Budgeting	SUNTRUST BANK CARD	52583	AGA	1/26/2006	950.00	1066050	101
Accounting & Budgeting	DAVE BENNETT	527379	1/24-25/06	1/27/2006	51.00	1066105	101
Accounting & Budgeting	JULIE TALBOTT	42942	1/31-2/5/6	1/27/2006	232.80	1066121	101
Accounting & Budgeting	JULIE TALBOTT	527086	1/10&12/06	1/27/2006	15.54	1066121	101
Central Cafeteria	C.STEVE MOSER	526207	12/6/05	1/6/2006	9.94	43065495	143
Central Cafeteria	VICKY MCMURRAY	526583	11/30/05	1/13/2006	29.35	43065772	143
Central Cafeteria	VICKY MCMURRAY	526584	12/15/05	1/13/2006	18.68	43065772	143
Circuit Court Clerk	PAT GLASPIE	526208	12/30/05	1/6/2006	22.08	1065330	101
Circuit Court Clerk	PORTIA ABBOTT	526670	12/05	1/20/2006	16.24	1065876	101
Circuit Court Clerk	SUNTRUST BANK CARD	526874	CHILI'S,DEMOS',	1/26/2006	228.75	1066050	101
Circuit Court Clerk	SUNTRUST BANK CARD	526875	SHERATON NASHVILLE,	1/26/2006	276.09	1066050	101
Circuit Court Clerk	SANDRA HODSON	527426	1/20/06	2/2/2006	16.80	1066510	101
Clerk & Master	JAMES A CARROLL	527452	1/12,27/06	2/2/2006	31.92	1066468	101
County Clerk	JANIS BORING	526281	11/30/05	1/13/2006	48.02	1065611	101
County Clerk	JANIS BORING	526282	10/31/05	1/13/2006	27.03	1065611	101
County Clerk	JANIS BORING	526283	12/30/05	1/13/2006	48.02	1065611	101
Drug Court	THERESA IRWIN	526835	1/12-13/05	1/20/2006	202.20	28065917	128
Drug Court	WORLD TRAVEL SERVICE	526878	273701	1/27/2006	447.20	28066193	128
Drug Enforcement	WESTIN RESORT HOTEL	526509	2/6-10/06	1/13/2006	853.60	30065793	307
Drug Enforcement	RAMADA PLAZA MARCO POLO BEACH	526511	12280,12281	1/13/2006	1368.00	30065792	307
Drug Enforcement	SUNTRUST BANK CARD	526431	RACEWAY#6756	1/26/2006	25.00	30066062	307
Drug Enforcement	JAMES WILSON	527173	1/21-22/06	1/27/2006	24.99	30066328	307
Drug Enforcement	R.W. SHAFFER	527171	1/17-22/06	1/27/2006	163.17	30066332	307
Drug Enforcement	MARTY WIDENER	527170	1/17-22/06	1/27/2006	104.50	30066329	307
Drug Enforcement	SCOTTY L. BOYD	527172	1/21-22/06	1/27/2006	24.99	30066333	307
Ext Day Care Program	ALISA MOORE	526210	12/16/05	1/6/2006	27.60	46065497	146
Ext Day Care Program	KATHY SMITH	527045	11/05	1/27/2006	28.52	46066296	146
Field Line Inspection	GARY FERGUSON	526137	12/30/05	1/6/2006	424.58	1065299	101
Field Line Inspection	ROGER FIELDS	526209	12/29/05	1/6/2006	130.18	1065341	101
Field Line Inspection	GREGORY A. MOYERS	526135	12/22/05	1/6/2006	380.42	1065301	101
Field Line Inspection	GUY WALKER	526134	12/30/05	1/6/2006	266.34	1065302	101
Field Line Inspection	J MICHAEL DOSSETT	526138	12/30/05	1/6/2006	425.04	1065306	101
Field Line Inspection	BRAD BOWERS	526136	12/29/05	1/6/2006	255.76	1065279	101
Human Resources	JODIE KING	526863	1/18/06	1/20/2006	27.17	1065862	101
Inspection & Regulation	ANITA BOLINGER	526086	12/29/05	1/6/2006	176.18	1065271	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Insurance/Risk	DON STALLIONS	527454	10/15-1/24/06	2/2/2006	109.20	1066454	101
Insurance/Risk	DON STALLIONS	527455	1/27,30/06	2/2/2006	42.00	1066454	101
Jail	DAVID WHEELER	526131	12/27-29/05	1/6/2006	26.00	1065295	101
Jail	MICHELLE MAGLICA	526216	1/03/06	1/6/2006	28.00	1065325	101
Jail	JAMES E. LATHAM	526217	1/03/06	1/6/2006	28.00	1065308	101
Jail	SUNTRUST BANK CARD	526600	SHELL OIL	1/26/2006	33.00	1066050	101
Jail	SUNTRUST BANK CARD	526873	RACEWAY 770	1/26/2006	16.35	1066050	101
Jail	MICHELLE MAGLICA	527038	1/20/06	1/27/2006	10.00	1066135	101
Jail	SAM TACKETT	527039	1/20/06	1/27/2006	32.00	1066142	101
Jail	DAVID WHEELER	527514	1/25-27/06	2/2/2006	46.00	1066452	101
Jail	WILLIAM BALL	527430	1/8-13/06	2/2/2006	13.40	1066534	101
Jail	THOMAS SHUDAN	527431	1/8-13/06	2/2/2006	13.40	1066527	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	526113	12/21/05	1/6/2006	42.78	1065292	101
Juvenile Court	AMANDA G. MAY	526112	12/20/05	1/6/2006	72.68	1065268	101
Juvenile Court	DOUBLETREE HOTEL	526526	2/12-13/06	1/13/2006	315.00	1065599	101
Juvenile Court	CYNTHIA CLABOUGH-DUNLAP	527603	JAN.06	2/2/2006	47.04	1066449	101
Juvenile Court	AMANDA G. MAY	527604	JAN.06	2/2/2006	55.44	1066421	101
Medical Personnel	KRISTI TIPTON	526186	12/29/05	1/6/2006	40.02	1065317	101
Medical Personnel	JENNIFER L. PRIANO	526185	12/30/05	1/6/2006	213.44	1065311	101
Medical Personnel	CARRIE THOMAS	526188	12/29/05	1/6/2006	137.54	1065283	101
Medical Personnel	JENNIFER PITTS	526372	12/9/05	1/13/2006	14.72	1065612	101
Medical Personnel	AMBER OLIN	526523	DEC.05	1/13/2006	14.72	1065570	101
Medical Personnel	LEVETTE BETHEA	527174	10-11-12/05	1/27/2006	85.60	1066130	101
Property Assessors	DAVID WEAVER	526197	12/08/05	1/6/2006	42.32	1065294	101
Property Assessors	BARRY MATHIS	526195	12/12/05	1/6/2006	102.58	1065275	101
Property Assessors	DANIEL J. PERKINS	526196	12/30/05	1/6/2006	61.64	1065293	101
Property Assessors	PHIL WILLIAMS	526199	12/21/05	1/6/2006	81.88	1065331	101
Property Assessors	THOMAS W. MERCKS	527081	1/23/06	1/27/2006	10.00	1066153	101
Property Assessors	TREVOR M. MCMURRAY	527079	1/23/06	1/27/2006	10.00	1066160	101
Property Tax Reappraisal	LARRY L JONES	526198	12/29/05	1/6/2006	50.60	1065319	101
Property Tax Reappraisal	TIM HELTON	526194	12/15/05	1/6/2006	11.04	1065352	101
Property Tax Reappraisal	JAMES C. SNELL	526200	12/12/05	1/6/2006	48.76	1065307	101
Public Library	NANCY NORTON	526187	12/30/05	1/6/2006	34.96	15065386	115
Public Library	DEBORAH BARNETT	526184	12/30/05	1/6/2006	15.64	15065374	115
Public Library	NANCY L. UNDERWOOD	526517	DEC.05	1/13/2006	32.86	15065669	115
Purchasing	AMANDA VINCENT	526189	12/27/05	1/6/2006	24.84	1065269	101
Register of Deeds	BLOUNT COUNTY CHAMBER FOUNDATION	526227	P.WHALEY	1/6/2006	25.00	1065276	101
Register of Deeds	JOANNA BELCHER	526081	11&12/05	1/6/2006	63.48	1065312	101
Schools	KEN WAHLERS	526190	12/15/05	1/6/2006	37.72	41065441	141
Schools	LYNDA G LYDA	526094	12/16/05	1/6/2006	168.82	41065448	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	JUDITH RICE	526218	DEC.05	1/6/2006	26.68	41065438	141
Schools	BETTY WAGNER	526095	12/16/05	1/6/2006	82.47	41065414	141
Schools	DAVID COOK	526090	12/8/05	1/6/2006	28.98	41065422	141
Schools	KAREN MOFFATT	526091	12/15/05	1/6/2006	18.86	41065439	141
Schools	TAMMY CASH	526089	12/9/05	1/6/2006	10.35	41065463	141
Schools	ROBIN CELESTE COOK	526125	12/15/05	1/6/2006	54.28	41065456	141
Schools	KEITH A. EARLEY	526219	DEC.05	1/6/2006	257.14	41065440	141
Schools	GLENDA THOMAS	526126	12/13&14/05	1/6/2006	5.98	41065428	141
Schools	SUSAN LEE	526088	12/16/05	1/6/2006	102.58	41065462	141
Schools	DIANE BAIN	526192	12/16/05	1/6/2006	61.22	41065424	141
Schools	FRANCINE L REYNOLDS	526096	12/15/05	1/6/2006	51.52	41065427	141
Schools	NANCY R SYLVIA	526093	12/16/05	1/6/2006	77.05	41065450	141
Schools	ALISA MOORE	526211	12/19/05	1/6/2006	32.20	41065407	141
Schools	GLENN VITALE	526191	12/30/05	1/6/2006	127.88	41065429	141
Schools	BRIAN DILLARD	526193	12/12/05	1/6/2006	53.82	41065415	141
Schools	CYNTHIA SUE WEIMER	526092	12814/05	1/6/2006	27.60	41065421	141
Schools	TERESA OWENS	526521	OCT-DEC 05	1/13/2006	25.30	41065733	141
Schools	JANICE MARTIN	526294	11/16/05	1/13/2006	8.40	41065710	141
Schools	JENNIFER SLAWSON	526319	NOV-DEC 05	1/13/2006	64.86	41065711	141
Schools	MICHAEL HORTON	526288	12/25	1/13/2006	49.68	41065721	141
Schools	CATHY WILKERSON	526830	12/05	1/20/2006	5.52	41065933	141
Schools	DAVID COOK	526887	1/18-19/06	1/27/2006	20.00	41066211	141
Schools	TAMMY CASH	526899	1/18-19/06	1/27/2006	20.00	41066243	141
Schools	KAY BEST	526898	1/18-19/06	1/27/2006	20.00	41066221	141
Schools	DAVID COOK	527605	JAN.06	2/2/2006	27.72	41066586	141
Schools	THOMAS J JOHNSON	527602	12/05,1/06	2/2/2006	26.79	41066619	141
Sheriffs Department	RUSTY AYCOCKE	526079	1/22-28/06	1/6/2006	218.40	1065342	101
Sheriffs Department	RAMADA MARCO POLO	526080	12604	1/6/2006	739.02	1065338	101
Sheriffs Department	CHARLES F. SPURLING	526315	12/5-9/05	1/13/2006	153.00	1065586	101
Sheriffs Department	DONNA WHEELER	526813	2/6-10/06	1/20/2006	231.20	1065839	101
Sheriffs Department	RAMSEY ENTERPRISES	526851	MEALS	1/20/2006	2600.00	1065881	101
Sheriffs Department	HOLIDAY INN	526821	66393802	1/20/2006	189.00	1065852	101
Sheriffs Department	HOLIDAY INN SELECT	526684	4/4-5/06	1/20/2006	119.98	1065853	101
Sheriffs Department	HOME BANK	527048	COMFORT INN, EXXON	1/27/2006	538.60	1066114	101
Sheriffs Department	RADISSON HOTEL	527285	77136	1/27/2006	346.62	1066141	101
Sheriffs Department	HYATT JACKSONVILLE RIVERFRONT	527283	3/21-26/06	1/27/2006	3961.50	1066115	101
Sheriffs Department	JAMES BERRONG	527534	3/21-26/06	2/2/2006	184.80	1066469	101
Sheriffs Department	ARCHIE GARNER	527530	3/21-26/06	2/2/2006	184.80	1066426	101
Sheriffs Department	JAMES LONG	527428	1/18/06	2/2/2006	25.50	1066473	101
Sheriffs Department	JAMES LONG	527531	3/21-26/06	2/2/2006	184.80	1066473	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	RUSTY AYCOCKE	527527	1/22-28/06	2/2/2006	54.60	1066509	101
Sheriffs Department	RONALD DUNN SR.	527535	3/21-26/06	2/2/2006	184.80	1066506	101
Sheriffs Department	JEFFERY RAY FRENCH II	527532	3/21-26/06	2/2/2006	184.80	1066475	101
Sheriffs Department	CHRIS CANTRELL	527529	3/21-26/06	2/2/2006	184.80	1066443	101
Sheriffs Department	JARROD MILLSAPS	527533	3/21-26/06	2/2/2006	184.80	1066474	101
Sheriffs Department	DONALD RAY BENSON	527536	3/21-26/06	2/2/2006	184.80	1066456	101
Sheriffs Department	RODNEY HOLLOWAY	527528	3/21-26/06	2/2/2006	184.80	1066504	101
Sheriffs Department	CINDY CAMPBELL	527432	1/8-13/06	2/2/2006	13.40	1066444	101
Sheriffs Department	KIM ROACH	527429	1/8-13/06	2/2/2006	13.40	1066479	101
Veterans Services	CHARLES D STALEY	527444	1/27/06	2/2/2006	6.00	1066440	101