

**AGENDA**  
**BLOUNT COUNTY BOARD OF COMMISSIONERS**  
**THURSDAY, FEBRUARY 19, 2009, 7:00 P.M.**

- A. **PRAYER** – Rev. Dr. Emily Anderson, Pastor New Providence Presbyterian Church.
- B. **PLEDGE** – Girl Scout Troop 1099.
- C. **ROLL CALL.**
- D. **APPROVAL OF MINUTES:**
  - 1. January 15, 2009 meeting.
  - 2. February 10, 2009 work session.
- E. **SETTING OF AGENDA.**
- F. **“BEST OF BLOUNT.”**
  - 1. Great Smoky Mountains National Park Service.
- G. **RESOLUTIONS FOR SPECIAL RECOGNITION, MEMORIALS, ETC.**
  - 1. Resolution honoring Heritage High School.
- H. **PUBLIC INPUT ON ITEMS ON THE AGENDA.**
- I. **ELECTIONS, APPOINTMENTS, AND CONFIRMATIONS:**
  - 1. Approval of Deputy Sheriff and Notary Public bonds and oaths.
  - 2. Election of Notaries.
  - 3. Election of members to boards and committees:
    - a. Jim Watson – Blount County Children’s Home.
    - b. Peggy Lambert – Solid Waste Authority.
- J. **REPORTS - COUNTY OFFICIALS, STANDING AND SPECIAL COMMITTEES:**
  - 1. Report of Budget Committee:
    - a. Monthly report.
    - b. Budget transfers:
    - c. Budget increases/decreases:
    - d. Other Budget Committee items:
  - 2. Report of Education Committee.
  - 3. Report of Animal Control Committee.
  - 4. Report of Expo Committee.
  - 5. Report of Ethics Committee.
  - 6. Any other committee reports.
- K. **UNFINISHED BUSINESS.**
- L. **NEW BUSINESS:**
  - 1. Discussion and possible action regarding Rockford sewer project.
  - 2. Resolution to amend General County Fund Budget - \$180,000.00
  - 3. Resolution to amend General County Fund Budget - \$1,653,103.75.
  - 4. Resolution to amend Central Cafeteria Fund Budget - \$10,000.00.
  - 5. Resolution authorizing the issuance of General Obligation Refunding Bonds of Blount County, Tennessee, in an aggregate principal amount of not to exceed three million dollars (\$3,000,000) for the purpose of refinancing a portion of the County’s outstanding series IV-C-1 loan agreement, making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; providing for the levy of tax for the payment of principal thereof and interest thereon.
  - 6. Resolution (1) authorizing one or more loans under one or more loan agreements between Blount County, Tennessee and a Public Building Authority in Tennessee in an aggregate principal amount of not to exceed fifty million dollars (\$50,000,000) to refinance the County’s outstanding series iv-c-1 and a-5-a loan agreements; (2) authorizing the execution and delivery of one or more loan agreements and other documents relating to said borrowings; (3) providing for the application of the proceeds of said borrowings and the payment of the County’s obligations under the loan agreements; and (4) consenting to the assignment of the County’s obligations under the loan agreements.
  - 7. Discussion and possible action regarding role of Animal Control Committee.
  - 8. Revisions to a resolution adopting regulations to protect water quality in the unincorporated areas of Blount County By prohibiting, suppressing, and preventing the contamination of stormwater by grading, erosion, and sedimentation.
  - 9. Discussion and possible action regarding Growth Management Committee’s recommendations.
  - 10. Zoning:
    - a. Resolution to amend the Zoning Regulations of Blount County to section 9.10 A.
    - b. Resolution to amend the Zoning Regulations of Blount County to section 7.3D.
  - 11. Setting of zoning public hearings:
    - a. Proposed Changes to Section 12.3 of the Zoning Regulations.
- M. **ANNOUNCEMENTS AND STATEMENTS.**
- N. **PUBLIC INPUT ON ITEMS NOT ON AGENDA.**

**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 15, 2009, at 7:00 pm at the courthouse in Maryville, Tennessee. Tom Hood, Deputy Sheriff of Blount County, legally opened the Board. Pastor Kenneth Carpenter of the First Apostolic Church gave the invocation, and Girl Scout Troop 614 led in the pledge to the American Flag.

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

David Ballard, Jr. – present	Mark Hasty – present	Kenneth Melton – present
Tonya Burchfield – present	Scott Helton – present	Monika Murrell – present
Gary Farmer – present	John Keeble – present	Robert Proffitt – present
Ron French – present	Gerald Kirby – present	Wendy Pitts Reeves – present
David Graham – present	Holden Lail – present	Steve Samples – present
Steve Hargis – present	Mike Lewis – present	Mike Walker – present
Brad Harrison – present	Joe McCulley – present	

There were 20 present. Chairman Samples declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: APPROVAL OF MINUTES OF DECEMBER 18, 2008 MEETING and  
APPROVAL OF MINUTES OF JANUARY 6, 2009 ZONING PUBLIC HEARING and  
APPROVAL OF MINUTES OF JANUARY 6, 2009 WORK SESSION.**

Commissioner Proffitt made a motion to approve the minutes of the meetings. Commissioner Lail seconded the motion.

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

**IN RE: “BEST OF BLOUNT.”**

Keith Brock and Joani Shaver gave a presentation on the Haven House.

**IN RE: ELECTION OF COUNTY COMMISSIONER, DISTRICT 5, SEAT A, TO FILL VACANCY  
CAUSED BY RESIGNATION OF DR. ROBERT RAMSEY.**

Commissioner Proffitt nominated Dale Huddleston. Commissioner French nominated Peggy Lambert.

Commissioner Helton made a motion that nominations cease. Commissioner Lail seconded the motion. A voice vote was taken with Chairman Samples declaring the motion to have passed.

A roll call vote was taken:

Ballard – Huddleston	Harrison – Lambert	Lewis – Lambert	Reeves – Huddleston
Burchfield – Lambert	Hasty – Lambert	McCulley – pass	Samples – Lambert
Farmer – Lambert	Helton – Lambert	Melton – Lambert	Walker – Lambert
French – Lambert	Keeble – Lambert	Murrell – Huddleston	
Graham – Huddleston	Kirby – Lambert	Proffitt – Huddleston	
Hargis – Lambert	Lail – Lambert		

There were 5 voting for Huddleston, 14 voting for Lambert, and 1 passing. Chairman Samples declared that Peggy Lambert was elected.

County Clerk Crawford administered the oath of office to Mrs. Lambert.

**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM  
SUBURBANIZING (S) TO COMMERCIAL (C) FOR PROPERTY LOCATED AT 2844 MONT-  
VALE ROAD, BEING TAX MAP 80, PARCELS 007.01, 142.00 AND 145.00.**

Commissioner Helton made a motion to approve the resolution. Commissioner Lail seconded the motion.

A roll call vote was taken on the motion:

Ballard – pass	Harrison – aye	Lambert - aye	Reeves – nay
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – nay	Walker – aye
French – pass	Keeble – nay	Melton – aye	

Graham – aye Kirby – aye Murrell – nay  
Hargis – nay Lail – aye Proffitt – nay

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

**IN RE: PUBLIC HEARING FOR ON PREMISES BEER PERMIT APPLICATION OF BLACKBERRY FARMS, LLC, ORIGINAL RESTAURANT.**

Beer Board Attorney Robert Goddard administered the oath to Jan Kirby. She testified that she is vice president for corporate support; that the business is changing from an S corporation to a limited liability corporation; that an additional owner has bought into the corporation as a minority owner; that the existing owners are the same; that the business has an existing beer permit in the old company's name; that she has provided certain information concerning Blackberry Farm LLC and also concerning the people that will be operating that; that she has provided information concerning distances from residences, churches, and places of public gathering and information concerning distances to schools; that as far as she knows the information is correct as stated in the application.

Mr. Goddard asked if there was anybody in the audience that would like to speak to the application. There was no response. Mr. Goddard stated that as far as he can determine, there are no impediments as far as the approval of the permit.

Chairman Samples declared the public hearing to be closed.

Commissioner French made a motion to approve the permit. Commissioner Melton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – nay
French – aye	Keeble – aye	Melton – aye	
Graham – aye	Kirby – aye	Murrell – nay	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: PUBLIC HEARING FOR ON PREMISES BEER PERMIT APPLICATION OF BLACKBERRY FARMS, LLC, BARN RESTAURANT.**

Beer Board Attorney Robert Goddard administered the oath to Jan Kirby. She testified that she is vice president for corporate support; that Blackberry Farm has submitted an application for what is termed the barn restaurant; that there was an existing permit at that location; that the application is a result of a corporate restructure; that she has provided information concerning the owners, distances to churches, schools, and residences as a part of the application; that as far as she knows the information is true and correct.

Mr. Goddard asked if there was anybody in the audience that would like to be heard on the application. There was no response. Mr. Goddard stated that as far as he can determine, there are no impediments as far as the approval of the permit.

Chairman Samples declared the public hearing to be closed.

Commissioner Lail made a motion to approve the permit. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – nay
French – aye	Keeble – aye	Melton – aye	
Graham – aye	Kirby – aye	Murrell – nay	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: APPROVAL OF COUNTY MAYOR TO SIGN PLAT AND DEED FOR E-911 PROPERTY TRANSFER.**

Commissioner Helton made a motion to grant the approval. Commissioner French seconded the motion.

Commissioner Murrell made a motion to table. Commissioner McCulley seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – nay	Lambert - aye	Reeves – aye
Burchfield – nay	Hasty – nay	Lewis – nay	Samples – nay
Farmer – nay	Helton – nay	McCulley – aye	Walker – nay
French – nay	Keeble – nay	Melton – nay	
Graham – aye	Kirby – nay	Murrell – aye	
Hargis – aye	Lail – nay	Proffitt – nay	

There were 6 voting aye, and 15 voting nay. Chairman Samples declared the motion to table to have failed.

A voice vote was taken on the original motion with Chairman Samples 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 Helton made a motion to approve the resolution. Commissioner Melton seconded the motion. A voice vote was taken with Chairman Samples declaring the motion to have passed.

**IN RE: ELECTION OF NOTARIES.**

Commissioner Walker made a motion to approve the following as notaries and the elect David Graham, Missy Burkhart, and Andy Daugherty to the Agricultural Extension Committee; John Keeble, Mike Lewis, Ken Melton, and Steve Samples to the Budget Committee; John Keeble, Mike Lewis, Ken Melton, and Steve Samples to the Purchasing Commission; Sharon Hannum, Dan Neubert, Sr., and Larry Shearer to the Jail Inspection Committee; and Gerald Kirby to the Planning Commission:

Anne Boring	Janice F. Fowler	Janice A. Keyees
Donna A. Bowman	Melissa Fulcher	Phillip A. Russell
Pamela J. Bradley	Laurie Fuller	Lucy Sherrod
Tammy L. Brown	J. Michael Garner	Sharon L. Stephens
Ann R. Connatser	Alan E. Giles	Elizabeth Trexler
Nancy B. Costner	Sharon Haggard	Stephanie K. Trost
Karen B. Crabtree	Debra Huskey	Melissa Walker
Lisa M. Dennis	Kathy A. Johnson	

Commissioner Farmer seconded the motion.

A roll call vote was taken on the motion

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – aye	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

There were 21 voting aye. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$22,901.00.**

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

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – pass	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – aye	Kirby – aye	Murrell – aye	

Hargis – aye                      Lail – aye                      Proffitt – aye  
There were 20 voting aye, and 1 passing. Chairman Samples declared the motion to have passed.

**IN RE: REPORTS.**

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

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

**IN RE: SETTING OF AGENDA.**

Commissioner Hargis made a motion to set the agenda. Commissioner Ballard seconded the motion.

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

**IN RE: REZONING OF PROPERTY LOCATED AT 4437 HIGHWAY 411 SOUTH.**

Commissioner Farmer made a motion to approve the rezoning. Commissioner Keeble seconded the motion.

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

**IN RE: RESOLUTION ADOPTING RULES REGULATING THE PROCEDURES OF THE BOARD OF COUNTY COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE.**

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

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – aye	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

There were 21 voting aye. Chairman Samples declared the motion to have passed.

**IN RE: APPROVAL OF 2008 ROADS LIST.**

Commissioner Walker made a motion to approve the list. Commissioner French seconded the motion.

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

**IN RE: LOWES FERRY 30 YEAR EASEMENT REQUEST ON FORT LOUDOUN RESERVOIR TO EXPAND AND IMPROVE EXISTING ACCESS AREA.**

Commissioner Melton made a motion to approve the item. Commissioner Kirby seconded the motion.

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

**IN RE: SETTING OF PUBLIC HEARINGS:  
RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM RURAL DISTRICT 1 (R-1) TO COMMERCIAL (C) FOR THE PROPERTY LOCATED ALONG SEVIERVILLE ROAD JUST BEFORE THE WATER PLANT, BEING TAX MAP 38, PARCEL 70.06 and  
AMENDMENT TO ZONING REGULATIONS REGARDING SECTION 9.10 A, CONCERNING USES PERMITTED IN THE RAC-RURAL ARTERIAL COMMERCIAL ZONE and  
RESOLUTION TO AMEND THE ZONING REGULATIONS OF BLOUNT COUNTY, REGARDING SECTION 7.3D CONCERNING PLANNED UNIT DEVELOPMENTS.**

Commissioner Farmer made a motion to set the public hearings on the items for February 10, 2009. Commissioner French seconded the motion.

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

**IN RE: LETTER REGARDING E-911 PROPERTY.**

Commissioner Walker made a motion to add the letter to the minutes. Commissioner Helton seconded the motion.

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

**IN RE: ADJOURNMENT.**

Commissioner Farmer made a motion to adjourn the meeting. Commissioner Proffitt seconded the motion. Chairman Samples declared the meeting to be adjourned.

**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED**, that a work session of the Blount County Board of County Commissioners was held on Tuesday, February 10, 2009, at 6:30 pm at the courthouse in Maryville, Tennessee.

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

David Ballard, Jr. – absent	Mark Hasty – present	Kenneth Melton – present
Tonya Burchfield – present	Scott Helton – present	Monika Murrell – present
Gary Farmer – present	John Keeble – present	Robert Proffitt – present
Ron French – present	Gerald Kirby – present	Wendy Pitts Reeves – present
David Graham – absent	Holden Lail – present	Steve Samples – present
Steve Hargis – present	Mike Lewis – present	Mike Walker – present
Brad Harrison - present	Joe McCulley – present	

There were 18 present and 2 absent. Commissioner Ballard arrived after the roll was taken. Chairman Samples declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: PUBLIC HEARING ON RESOLUTION TO AMEND THE ZONING REGULATIONS OF BLOUNT COUNTY TO SECTION 9.10 A and  
PUBLIC HEARING ON RESOLUTION TO AMEND THE ZONING REGULATIONS OF BLOUNT COUNTY TO SECTION 7.3D.**

A public hearing was held on the resolutions.

**IN RE: SETTING OF AGENDA.**

Commissioner Lail made a motion to set the agenda. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: APPOINTMENT OF JIM WATSON TO THE BLOUNT COUNTY CHILDREN'S HOME BOARD OF DIRECTORS.**

Commissioner Walker made a motion to place the appointment on the agenda of the February 19, 2009, County Commission meeting. Commissioner French seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: APPOINTMENT OF PEGGY LAMBERT TO THE BLOUNT COUNTY SOLID WASTE AUTHORITY.**

Commissioner French made a motion to place the appointment on the agenda of the February 19, 2009, County Commission meeting. Commissioner Lewis seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
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Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – abstain
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

There were 19 voting aye, 1 abstaining, and 1 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: ROLE OF ANIMAL CONTROL COMMITTEE.**

Commissioner Samples made a motion to place the item on the agenda of the February 19, 2009, County Commission meeting. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

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

Commissioner Reeves made a motion to place the item on the agenda of the February 19, 2009, County Commission meeting. Commissioner Murrell seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – nay	Lewis – aye	Samples – aye
Farmer – aye	Helton – nay	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: GROWTH MANAGEMENT COMMITTEE'S RECOMMENDATIONS.**

Commissioner Walker made a motion to place the item on the agenda of the February 19, 2009, County Commission meeting agenda. Commissioner Reeves seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – aye	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: ROCKFORD SEWER PROJECT.**

Commissioner Walker made a motion to place an item on the February 19, 2009, County Commission Agenda and to request that a representative from the City of Alcoa Engineering Department and a representative from the East Tennessee Development District attend the meeting and to encourage diplomatic measures from the County Mayor's Office with the City of Alcoa. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – absent	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – abstain	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – nay	Proffitt – aye	

There were 17 voting aye, 1 voting nay, 1 abstaining, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF BLOUNT COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PURPOSE OF REFINANCING A PORTION OF THE COUNTY’S OUTSTANDING SERIES IV-C-1 LOAN AGREEMENT, MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON and**

**RESOLUTION (1) AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND A PUBLIC BUILDING AUTHORITY IN TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTY MILLION DOLLARS (\$50,000,000) TO REFINANCE THE COUNTY’S OUTSTANDING SERIES IV-C-1 AND A-5-A LOAN AGREEMENTS; (2) AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID BORROWINGS; (3) PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWINGS AND THE PAYMENT OF THE COUNTY’S OBLIGATIONS UNDER THE LOAN AGREEMENTS; AND (4) CONSENTING TO THE ASSIGNMENT OF THE COUNTY’S OBLIGATIONS UNDER THE LOAN AGREEMENTS.**

Commissioner Hargis made a motion to place the items on the agenda of the February 19, 2009, County Commission meeting. Commissioner Keeble seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – absent	Lambert - aye	Reeves – abstain
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: BUDGET INCREASE – GENERAL COUNTY FUND - \$180,000.00 and  
 BUDGET INCREASE – GENERAL COUNTY FUND - \$1,653,103.75 and  
 BUDGET INCREASE – CENTRAL CAFETERIA FUND - \$10,000.00..**

Commissioner Walker made a motion to place the items on the agenda of the February 19, 2009 County Commission meeting. Commissioner Proffitt seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – absent	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – abstain	McCulley – aye	Walker – aye
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: SETTING OF PUBLIC HEARING REGARDING PROPOSED CHANGES TO SECTION 12.3 OF THE ZONING REGULATIONS. SET ON MARCH 10.**

Commissioner French made a motion to set the public hearing for March 10 at 6:30. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – aye	Harrison – absent	Lambert - aye	Reeves – aye
Burchfield – aye	Hasty – aye	Lewis – aye	Samples – aye
Farmer – aye	Helton – aye	McCulley – aye	Walker – nay
French – aye	Keeble – aye	Melton – aye	
Graham – absent	Kirby – aye	Murrell – aye	
Hargis – aye	Lail – aye	Proffitt – aye	

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

**IN RE: ADJOURNMENT.**

Commissioner Walker made a motion to adjourn the meeting. Commissioner Helton seconded the motion. Chairman Pro Tem Farmer declared the meeting to be adjourned.



National Park Service  
U.S. Department of the Interior

Great Smoky Mountains  
National Park

107 Park Headquarters Road  
Gatlinburg, TN 37738

865/436-1200 phone  
865/436-1204 fax

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## Great Smoky Mountains News Release

FOR IMMEDIATE RELEASE  
January 15, 2009

Contact: Nancy Gray  
865/436-1208

### **75<sup>TH</sup> ANNIVERSARY FOCUSES ON NATURE, CULTURE, STEWARDSHIP AND PARTNERSHIPS THROUGH SPECIAL EVENTS AND PROGRAMS**

Great Smoky Mountains National Park, its neighbors and partners have announced plans to celebrate the diamond anniversary of the congressional action that gave birth to the national park on June 15, 1934. Straddling the border between North Carolina and Tennessee and covering 800 square miles, Great Smoky Mountains National Park is one of the largest federally protected reserves east of the Mississippi River and the most visited national park in the National Park System.

The anniversary will serve to commemorate and showcase the Park's biologically diverse natural resources, cultural history and the host of recreational and education opportunities it offers the more than 9 million visitors who come annually. The celebration, a year of special in-Park events and over 100 community-partner events, will also highlight opportunities and the need for long-term stewardship of the Park.

The first of the Park's special activities is a media event in April at Clingmans Dome to recognize and celebrate the efforts of the North Carolina-Tennessee states and local governments and early Park support groups that led to the creation of the Park. Local and state officials and other dignitaries, including both state governors, are being invited.

A three-day series of special events will occur during the "Anniversary Weekend", June 13-15. The first event will be on Saturday, June 13, when the Knoxville Symphony Orchestra (KSO) will perform in Cades Cove, reminiscent of its performance during the Park's 50<sup>th</sup> anniversary. The outdoor concert will be a ticketed event, based on a first-come, first serve basis, and the process for obtaining a "vehicle pass" and other logistical details will be announced early 2009 and posted on the 75<sup>th</sup> anniversary website.

(over)

## Smokies 75<sup>th</sup> Anniversary--two

The other two events during the Anniversary Weekend are June 14 when the Park will hold an Open House at Park Headquarters, near Gatlinburg, Tenn., to showcase Park operations and provide visitors with a “behind the scenes” view of administration and management activities such as search and rescue, exotic species control, wildlife management, archival displays, and exhibits on managing the Park’s complex infrastructure of roads, trails, and bridges. On June 15, the Park’s actual anniversary date, programs will take place at the Oconaluftee Visitor Center, near Cherokee, N.C., and highlight the cultural heritage of Southern Appalachians and Cherokee Indians through music, storytelling and exhibtry. The day will culminate with a groundbreaking ceremony of a new visitor center to be privately funded by Great Smoky Mountains Association and Friends of the Smokies.

The last of the in-Park special events will be held on September 2 at Newfound Gap to recognize a significant event in the Park’s history—the dedication of the Park in 1940 by President Franklin D. Roosevelt. The event--at the Rockefeller Memorial which straddles the Tennessee/North Carolina boundary at Newfound Gap--will have limited attendance. An invitation will be extended to President Barack Obama. If the President is able to attend, he will be the first sitting President since FDR to visit the most popular national park in the National Park System. The event will be supplemented by live broadcasts to be screened for a broader audience in venues located in or near the Park in gateway communities.

In addition to the events mentioned above, visitors will have a chance to celebrate the Park through many of its annual programs and educational services which will also incorporate aspects of the anniversary theme, “Celebration of our Past – Stewardship for our Future”. Throughout 2009, a wide variety of community events officially sanctioned as 75<sup>th</sup> anniversary activities, will be everything from hikes and scavenger hunts to musical performances and cultural demonstrations held in and around neighboring communities to mark the occasion and showcase the nation’s most visited national park.

As a major thrust throughout the celebration, the Park and its partners will be focusing on opportunities to create support for the continued health of the Park over the next 75 years. “Together we must strive to find ways to work together to preserve the Park’s resources and to continue to provide our millions of visitors and neighboring residents with an excellent experience both inside the Park and in our surrounding communities,” said Park Superintendent Dale Ditmanson.

(more)

## Smokies 75<sup>th</sup> Anniversary--three

That's where Dolly Parton stepped in. Parton, who grew up in the foothills of the Smokies in Sevier County, has written a musical score for a new CD entitled, "Sha-Kon-O-Hey" – the phonetic spelling of the Cherokee words for "Land of Blue Smoke" – and will donate the money generated from sales of the CD to the Park through Friends of the Smokies, one of two partner organizations that assist the national park in its mission. The other, Great Smoky Mountains Association, will sell the music at its bookstores located in visitor centers inside the Park as well as welcome centers operated in neighboring communities.

Money generated from the sales of the CD will help fund a newly-developed stewardship program called Trails Forever. The Park and Friends of the Smokies are working together to create a \$4 million "Trails Forever" endowment. The annual proceeds will fund high priority trail improvement projects along the 800-mile trail system in Great Smoky Mountains National Park which reach into some of the most pristine old growth forests and wildlife habitats used by thousands of visitors each year. Friends of the Smokies is the beneficiary of a \$2 million challenge-grant from the Aslan Foundation of Knoxville which must be matched by an equal amount of funds over the next 2 to 3 years.

All of the activities, sponsorship opportunities, and a variety of 75th Anniversary logo sale merchandise are listed on: [www.greatsmokies75th.org](http://www.greatsmokies75th.org).

"We anticipate that the millions of people who journey to the Smokies will enjoy all that this year has to offer and will leave them with a better appreciation of this special place and a desire to share in its protection for the next 75 years," said Superintendent Ditmanson.

*Celebration of our Past ~*



*~ Stewardship for our Future*



# GREAT SMOKY MOUNTAINS NATIONAL PARK

is a gift of the people—a sanctuary  
for renewal and discovery,  
a place that celebrates the history  
and heritage of the mountains,  
and a place to enjoy the scenic splendor  
and variety of life found here.

## 75TH ANNIVERSARY PARTNERS

The park is collaborating with its two partners, Friends of Great Smoky Mountains National Park and Great Smoky Mountains Association, to generate interest in the gateway communities in North Carolina and Tennessee and link them to the anniversary celebration. Over 100 community events are being considered for listing in the official 75th anniversary calendar.

To submit a community event for consideration, go to:  
<http://pdswebdev.com/smokies75eventapp/>

Friends of Great Smoky Mountains National Park assists the National Park Service in its mission to preserve and protect the Great Smoky Mountains National Park by raising funds and public awareness, and by providing volunteers for needed projects. For information about Friends please visit [www.friendsofthesmokies.org](http://www.friendsofthesmokies.org)

Great Smoky Mountains Association is a nonprofit organization authorized by Congress to support the park's educational, scientific, and historical programs. Its mission is to enhance public enjoyment and understanding of Great Smoky Mountains National Park. Please visit their website at [www.SmokiesInformation.org](http://www.SmokiesInformation.org)



For more information about the 75th Anniversary of Great Smoky Mountains National Park please visit:

[www.GreatSmokies75th.org](http://www.GreatSmokies75th.org)

Or contact:

Ann Froschauer

75th Anniversary Coordinator

115 Park Headquarters Rd.

Gatlinburg, TN 37738

(865) 436-7318 ext. 349

[ann@gsmassoc.org](mailto:ann@gsmassoc.org)

National Park Service  
U.S. Department of the Interior

Great Smoky Mountains National Park



1934 2009

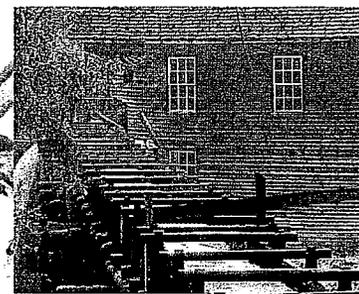
years

**Great  
Smoky  
Mountains  
National Park**



# GREAT SMOKY MOUNTAINS NATIONAL PARK

75TH ANNIVERSARY  
1934 - 2009



## EVENTS CELEBRATING THE PARK'S 75TH ANNIVERSARY

### PROCLAMATION SIGNING MEDIA EVENT AT CLINGMANS DOME (NC-TN)

APRIL 20 OR 24, 2009

This event will focus on North Carolina's and Tennessee's involvement in the park's establishment and its future protection. The Governors of both states will be invited to present proclamations. Other state and local dignitaries are expected.

### REDEDICATION OF THE PARK—REMINISCENT OF FRANKLIN D. ROOSEVELT AT NEWFOUND GAP (NC-TN)

SEPTEMBER 2, 2009

A "rededication" of the park, reminiscent of Franklin D. Roosevelt's historic 1940 dedication speech, will be enacted at the Rockefeller Memorial at Newfound Gap. Special invitations to attend the ceremony will be issued, accompanied by live broadcasts at the park's entrances and in gateway communities.

### 75TH ANNIVERSARY WEEKEND

SATURDAY, JUNE 13, 2009

Programs highlighting the history and natural resources of Cades Cove (TN), culminating in an outdoor performance by the Knoxville Symphony Orchestra. For event details visit: [www.GreatSmokies75th.org](http://www.GreatSmokies75th.org).

SUNDAY, JUNE 14, 2009

An open house at Park Headquarters (TN) highlighting park management activities, park architecture and Civilian Conservation Corps development.

MONDAY, JUNE 15, 2009

Programs at Oconaluftee (NC) highlighting Cherokee and Appalachian history and heritage with a groundbreaking ceremony of the newly planned Oconaluftee Visitor Center.

## TRAILS FOREVER ENDOWMENT

As a keystone component of the park's 75th Anniversary, Great Smoky Mountains National Park and the Friends of the Smokies are creating a \$4 million Trails Forever Endowment. The annual proceeds from the endowment will fund a trails improvement program that will target high-priority trail projects throughout the park.

The first \$2 million towards the \$4 million endowment has been committed by the Knoxville-based ASLAN Foundation, which was founded by a Friends of Great Smoky Mountains National Park Charter Board Member, the late Lindsay Young. The Friends plans to launch a capital campaign to raise the \$2 million in matching funds needed to create the endowment and will then manage the funds in perpetuity.



**RESOLUTION \_\_\_\_\_**

Sponsored by Commissioners Gary Farmer, John Keeble, and Mike Walker

**A RESOLUTION HONORING HERITAGE HIGH SCHOOL FOR THEIR OUTSTANDING ACCOMPLISHMENT**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19th day of February, 2009:

**WHEREAS:** Heritage High School received \$100,000 from U.S. Cellular's "Calling All Communities" Campaign on Friday, February 13, 2009, and

**WHEREAS:** On December 3, 2008, U.S. Cellular launched the "Calling All Communities" program where more than 5,000 schools raced to place among the top 10 schools to share \$1 million. The program centers around local schools short on funds and long on spirit, and

**WHEREAS:** All public and private schools in the United States, serving kindergarten through high school were eligible for the award, and

**WHEREAS:** Each school had until January 15, 2009. Heritage teacher Sherry Walker spear-headed the efforts to rally the school and community urging everyone to get a postage pre-paid postcard ballot from the local U.S. Cellular stores to cast a vote for their favorite school. Only the top 10 schools with the most votes wins \$100,000, and

**WHEREAS:** Heritage High School is one of the first schools to receive the most votes in the nationwide contest. Principal Patty Mandigo, along with all teachers, students, and parents are to be commended for rallying each other and everyone in the community to ensure success in this award. Blount County is proud of their commitment to Heritage High School.

**NOW THEREFORE I, JERRY G. CUNNINGHAM**, Mayor of Blount County, and the **BLOUNT COUNTY BOARD OF COMMISSIONERS**, do hereby give honor and recognition to Heritage High School and ask all Blount County citizens to join us in applauding their efforts and this outstanding accomplishment.

**Duly authorized and approved the 19th day of February, 2009.**

**CERTIFICATION OF ACTION:**

**ATTEST:**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**RESOLUTION No. \_\_\_\_\_**

**Sponsored by Commissioners Gary Farmer and Mike Walker**

**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 19<sup>TH</sup> day of February, 2009:

**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 or sureties are accepted and approved and their oaths therefor are approved as taken; and
3. That each such person named on the listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE BLOUNT COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS

DATE: FEBRUARY 19, 2009

THE FOLLOWING NOTARIES PUBLIC ELECT OF BLOUNT COUNTY APPEARED IN THE COUNTY CLERK'S OFFICE TO RECEIVE THEIR COMMISSIONS DULY SIGNED BY 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>	<u>SURETIES</u>
JANE B. SHEARL	12-30-2008	WESTERN SURETY CO.
ASHLEY RENFRO	01-08-2009	SHARON RENFRO
		ARNOLD PESTERFIELD
JOHN SCOTT HELTON	01-09-2009	WESTERN SURETY CO.
ANGELA F. STINNETT	01-12-2009	GLEN W. KEY
		NELLIE L. BORDEN
JENNIFER FIGERT	01-12-2009	SURETY BONDING CO. OF AMERICA
FREDA M. MILLER	01-13-2009	PEGGY BRYANT
		CAROL STINNETT
TAMARA THOMAS	01-14-2009	MARTIN I. THOMAS
		DEVOY BRUNSON
R. CAROL SHAMBLIN	01-14-2009	THE CINCINNATI INS. CO.
DONNA BARNES	01-15-2009	WESTERN SURETY CO.
TRACIE LIVESAY	01-21-2009	JOE COSTNER
		STEVEN GREENE
LANA COBY	01-21-2009	WESTERN SURETY CO.
ERIN HITCHCOCK	01-22-2009	WESTERN SURETY CO.
JESSIE ROSE	01-22-2009	TN. FARMERS MUTUAL INS. CO.
LINDA WELTMAN	01-22-2009	SUE B. COLEY
		HEATHER L. BAIN
V. JEANETTE MURPHY	01-23-2009	WESTERN SURETY CO.
AMANDA L. WHITE	01-23-2009	WESTERN SURETY CO.
NANCY B. COSTNER	01-23-2009	MICHAEL T. HODGE
		KELLY L. JONES
R. LEON SHIELDS	01-26-2009	WESTERN SURETY CO.
SHERRI GODSEY	01-26-2009	WESTERN SURETY CO.
ELIZABETH A. HEERDT	01-27-2009	DANIEL F. POTTS
		LINDA F. JULIAN
KATHERINE JANE HILL	01-29-2009	JAMES DERRICK HILL
		JAMES P. HILL
AMANDA L. WHITE	01-29-2009	WESTERN SURETY CO.
JAMES HAROLD RITCHEY	01-30-2009	STATE FARM FIRE & CASUALTY CO.
DEBORAH L. BARBRA	01-30-2009	WESTERN SURETY CO.
C.R.G. MCCLANAHAN	01-30-2009	WESTERN SURETY CO.
AMANDA K. WILLIAMS	01-30-2009	KIRK ANDREWS
		JOEL H. WILLIAMS
KIM MINUTOLO	02-05-2009	WESTERN SURETY CO.
AMANDA RIGGS	02-05-2009	WESTERN SURETY CO.
KATHY A. JOHNSON	02-09-2009	WESTERN SURETY CO.
DONNA B. WALKER	02-11-2009	STATE FARM FIRE & CASUALTY CO.

COMPLETED DEPUTY SHERIFF BONDS  
FEBRUARY 19, 2009

<u>NAME</u>	<u>DATE OF COMPLETION</u>
KIMBERLY ANN BARBRA	01-16-2009
ERIC SHANE BARTON	01-16-2009
DEWEY NATHAN CANTRELL	01-16-2009
DUSTIN LLOYD COOK	01-16-2009
TRAVIS STEPHEN GAYLON	01-16-2009
MICHAEL RYAN HINCHEE	01-16-2009
WOODROW WILSON HUGHES	01-16-2009
TRACY DARLENE JOHNSON	01-16-2009
RICHARD JOSEPH KINDIG	01-16-2009
GREGORY CLIFFORD LOWE	01-16-2009
CHARLES PATRICK MYERS	01-16-2009
MARK ANDREW MYERS	01-16-2009
TERRY MICHAEL PERDUE	01-16-2009
KENNETH HEADRICK, JR.	01-23-2009
LARRY DEXTER MELTON, JR.	02-04-2009



**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 19, 2009

CHARLES E. ALEXANDER  
JENNIFER R. ALLISON  
MICHAEL R. BELCHER  
CYNTHIA C. BLAIR  
ALEENA BOWERS  
GINA BUCHANAN  
JAMES B. CARICO  
DAVID J. CHANDLER  
LORA G. COFFEY  
REBECCA D. COLLINS  
PEGGY DAVIS  
GLYNIS R. DELOACH  
KELLY J. GARRISON  
LORI HAWKINS  
DANITA JANSON  
BRENT W. JOHNSON  
CYNTHIA M. KING  
MARY LOU KITCHENS

PATSY T. LUNDE  
LINDA L. MANER  
AMANDA LEA MCGUIRE  
KIM M. MOORE  
ANNA E. MORELOCK  
SHELDON CARL RODDY  
LENNIS D. RICHMOND  
LYNDA SOLES  
R. MITCHELL SULLIVAN  
DANA R. SWAYNEY  
WENDY R. PHILLIPS  
CHERYL G. THOMPSON  
KAREN TRENTHAM  
SUE E. WALLS  
JOEL K. WATERS  
CAROLYN S. WHITE  
LISA C. WILBURN  
JACK K. WOOD



JERRY G. CUNNINGHAM

Blount County Mayor

341 Court Street, Maryville, TN 37804-5906

jcunningham@blounttn.org

Phone: (865) 273-5700

Fax: (865) 273-5705



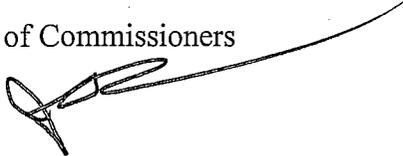
JERRY G. CUNNINGHAM  
Blount County Mayor

DAVID R. BENNETT, CPA, CGFM  
Assistant County Mayor

## MEMO

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**TO:** Blount County Board of Commissioners

**FROM:** Jerry G. Cunningham 

**RE:** Appointment to the Board of Directors for the Blount County Children's Home

**DATE:** January 29, 2009

For the consideration of the full commission, I am submitting the following name to serve on the Board of Directors of the Blount County Children's Home to replace and finish out the term of Ken McCulloch:

Jim Watson

See attached Board of Directors Resume which I have received from the Blount County Children's Home.

**BCCH**



"Building better futures one child at a time"

Since 1894

Blount County Children's Home  
903 McCammon Avenue  
Maryville, TN 37801  
Telephone (865) 981-6361  
Fax (865) 977-6807

BOARD OF DIRECTORS RESUME

NAME: Jim Watson

HOME ADDRESS: 3657 Wildwood Road; Maryville, Tennessee 37804

HOME TELEPHONE: 865-379-5157 E-MAIL: spridget@charter.net

BUSINESS ADDRESS: Back Porch Construction  
3657 Wildwood Road; Maryville, Tennessee 37804

WORK TELEPHONE: 865-599-4305 FAX: none CELL: 865-599-4305

Number of years with Company 3 If less than 1 yr., please list previous employer:

Retired Tennessee Valley Authority 2005.

Days you are NOT available for meetings: flexible

Where do you prefer your mail, faxes, phone calls, etc. to come to? home

BCCH Committee Preference: Open to needs of board

What area do you feel BCCH can best utilize your skills as a Board Member:

My experience is in design/construction management. Therefore I feel I do have experience working with people, planning and scheduling. Open to needs of the board.

What area would you like BCCH to offer training in to help you realize your expectations as a board member? Would like to have a better understanding of how the Board works, its powers and responsibilities

EXPERIENCE RELATED TO TEENS AND CHILDREN:

Limited to rising my children and working with church youth.

List any contact you may have with corporations known for charitable giving or any affiliations with any foundations: Blount British Cars, Ltd is our club. We do a yearly

British Car Gathering and make a donation to the Children's Home. This will be our 22 year.

*Thank you for your willingness to serve on our Board of Directors.  
We look forward to getting to know you.*



JERRY G. CUNNINGHAM

Blount County Mayor

341 Court Street, Maryville, TN 37804-5906

jcunningham@blounttn.org

Phone: (865) 273-5700

Fax: (865) 273-5705



JERRY G. CUNNINGHAM

*Blount County Mayor*

DAVID R. BENNETT, CPA, CGFM

*Assistant County Mayor*

TO: Blount County Board of Commissioners

FROM: Jerry G. Cunningham 

RE: Recommendation for Solid Waste Authority

DATE: January 27, 2009

For the consideration of the full commission, I am submitting my recommendation of the following name to be appointed to the Board of the Blount County Solid Waste Authority to replace and finish out the term of Dr. Robert Ramsey which expires 1/1/14:

Peggy Lambert

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners David Ballard, Ron French, and Monika Murrell

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A 2009 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO FUND A WASTEWATER LINE EXTENSION PROJECT**

**WHEREAS,** the Community Development Block Grant (CDBG) Program as administered by the State of Tennessee offers grants to local jurisdictions to fund public infrastructure improvements; and

**WHEREAS,** Counties and municipalities within the State of Tennessee may apply annually for CDBG funding, however, at least 51% of the beneficiaries of the project must be low and moderate income residents of the target area served; and

**WHEREAS,** the proposed Grade Road/Russell Road wastewater line extension project would serve low and moderate income residents and would meet all of the eligibility criteria associated with the CDBG program; and

**WHEREAS,** it is the recommendation of the Blount County Commission that the County should apply for Community Development Block Grant funds in the amount of \$500,000.00 that would be used to partially finance the proposed wastewater line extension project.

**NOW, THEREFORE, BE IT RESOLVED** that the Blount County Commission hereby authorizes the County Mayor or his representatives to prepare and submit a 2009 Community Development Block Grant application for funding up to the maximum amount of \$500,000 to be used for the extension of wastewater lines.

**BE IT FURTHER RESOLVED** that the Blount County Commission agrees to provide matching funds in the amount of \$390,010 of the total estimated project cost of \$890,010, said funds to be provided by the general fund account of Blount County when required.

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County Commission - Workshop meeting and Budget Committee  
February 9 & 10, 2009**

Residents that live in the area just south of the City of Rockford have expressed a desire to have a sanitary sewer system installed in their area. The residents are experiencing severe problems with their drain-field/septic tank systems. The proposed sewer system would serve residences that are located along portions of Grade Road, Russell Road, Rockford Boyd Road and several smaller roads that are in the area. Approximately 90 homes are proposed to be served by a low-pressure sewer system.

The only utility that could potentially serve the area is the City of Alcoa Public Works Department, however, the City has a policy of not extending sewer to areas outside of the Alcoa city limits.

Blount County has an opportunity to apply for a Community Development Block Grant (CDBG) in the amount of \$500,000 that would partially finance the cost of the sewer project. The grant application deadline is February 25, 2009.

A community wide survey was conducted in the summer of 2008. The survey indicated that a majority of the residents in the area are low to moderate-income residents. The survey also indicated that 95% of the residents would hook up to a sewer system if one were available. Residents were informed that a typical sewer bill would be in the \$35 - \$40 range per month.

The City of Alcoa had been contacted and has indicated that they would assume ownership of the system if installed and would maintain the system and individual grinder pumps in perpetuity. The City would waive the tap fee (\$1850) for each household that hooked onto the line. Alcoa would also donate construction inspection services to the project (valued at approximately \$34,000).

The area is contained within Alcoa's urban growth boundary. However, the City has indicated it will not consider a residential annexation without a specific request to be annexed from the residents of the area. The residents of the area have indicated that they do not want to be annexed.

An initial cost estimate generated in March of 2008 indicated that the approximate cost of the project would be \$685,000. However, another cost estimate was provided in December of 2008 that indicated the project costs had risen to approximately \$890,000.

The CDBG application requires that a local resolution must be passed that commits the local jurisdiction to funding the local share portion of the project. In this case, that amount would be \$390,000 (\$890,000 project cost minus the \$500,000 grant request). Since final approval of the CDBG applications does not occur until September of each year, the local share funds would not be needed until the 2009-2010 fiscal year. In order to meet the CDBG application deadline, the proposed funding resolution must be passed in the February 2009 Blount County Commission meeting.

# THE CITY OF ALCOA

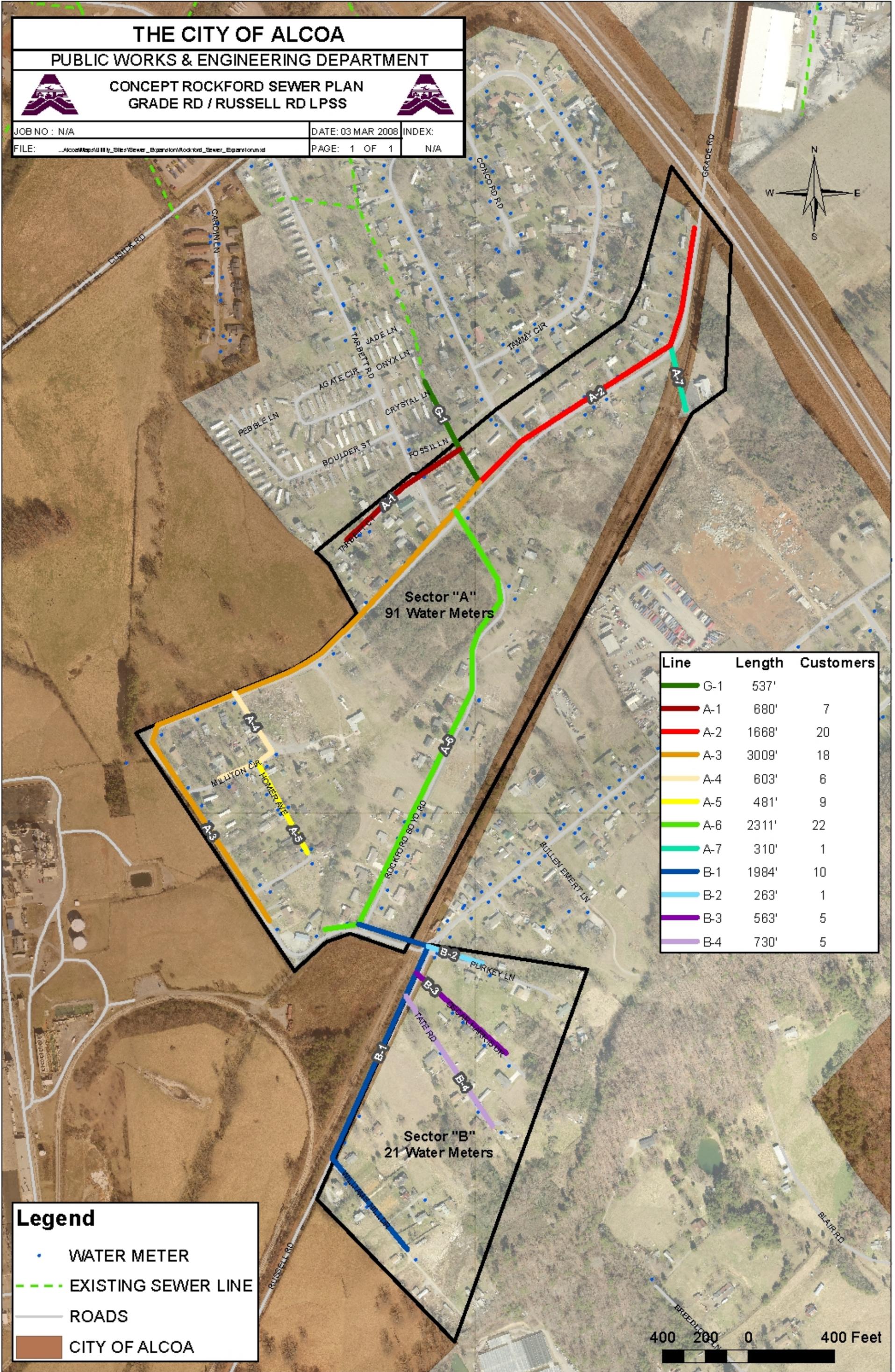
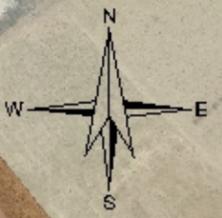
PUBLIC WORKS & ENGINEERING DEPARTMENT



CONCEPT ROCKFORD SEWER PLAN  
GRADE RD / RUSSELL RD LPSS



JOB NO : N/A	DATE: 03 MAR 2008	INDEX:
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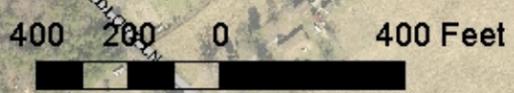


Sector "A"  
91 Water Meters

Sector "B"  
21 Water Meters

Line	Length	Customers
G-1	537'	
A-1	680'	7
A-2	1668'	20
A-3	3009'	18
A-4	603'	6
A-5	481'	9
A-6	2311'	22
A-7	310'	1
B-1	1984'	10
B-2	263'	1
B-3	563'	5
B-4	730'	5

Legend	
	WATER METER
	EXISTING SEWER LINE
	ROADS
	CITY OF ALCOA



Public Works & Engineering Department  
City of Alcoa, Tennessee  
Estimated Construction Cost for  
**GRADE RD / RUSSELL RD LOW PRESSURE SANITARY SEWER**

15-Dec-08

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	TOTAL		
	LINE G1					
1	Gravity Sewer	540.00	\$100.00	\$54,000.00		
2	Manholes	3.00	\$3,000.00	\$9,000.00	\$63,000.00	
	LINE A1					
3	LPSS	680.00	\$7.50	\$5,100.00		
4	Pumps, complete installed	7.00	\$4,400.00	\$30,800.00		
5	House connections, complete	7.00	\$650.00	\$4,550.00		
6	Road Crossings	1.00	\$1,250.00	\$1,250.00	\$41,700.00	
	LINE A2					
7	LPSS	1670.00	\$7.50	\$12,525.00		
8	Pumps, complete installed	20.00	\$4,400.00	\$88,000.00		
9	House connections, complete	20.00	\$650.00	\$13,000.00		
10	Road Crossings	1.00	\$1,250.00	\$1,250.00	\$114,775.00	
	LINE A3					
11	LPSS	3010.00	\$11.00	\$33,110.00		
12	Pumps, complete installed	18.00	\$4,400.00	\$79,200.00		
13	House connections, complete	18.00	\$650.00	\$11,700.00		
14	Road Crossings	4.00	\$1,250.00	\$5,000.00	\$129,010.00	
	LINE A4					
15	LPSS	600.00	\$7.50	\$4,500.00		
16	Pumps, complete installed	6.00	\$4,400.00	\$26,400.00		
17	House connections, complete	6.00	\$650.00	\$3,900.00		
18	Road Crossings	2.00	\$1,250.00	\$2,500.00	\$37,300.00	
	LINE A5					
19	LPSS	480.00	\$7.50	\$3,600.00		
20	Pumps, complete installed	9.00	\$4,400.00	\$39,600.00		
21	House connections, complete	9.00	\$650.00	\$5,850.00		
22	Road Crossings	0.00	\$1,250.00	\$0.00	\$49,050.00	
	LINE A6					
23	LPSS	2310.00	\$11.00	\$25,410.00		
24	Pumps, complete installed	22.00	\$4,400.00	\$96,800.00		
25	House connections, complete	22.00	\$650.00	\$14,300.00		
26	Road Crossings	1.00	\$1,250.00	\$1,250.00	\$137,760.00	
	LINE A7					
27	LPSS	310.00	\$7.50	\$2,325.00		
28	Pumps, complete installed	1.00	\$4,400.00	\$4,400.00		
29	House connections, complete	1.00	\$650.00	\$650.00		
30	Road Crossings	1.00	\$1,250.00	\$1,250.00		
31	Railroad Crossings	1.00	\$8,000.00	\$8,000.00	\$16,625.00	\$589,220.00
	LINE B1					
32	LPSS	1980.00	\$11.00	\$21,780.00		
33	Pumps, complete installed	10.00	\$4,400.00	\$44,000.00		
34	House connections, complete	10.00	\$650.00	\$6,500.00		
35	Road Crossings	4.00	\$1,250.00	\$5,000.00		
36	Railroad Crossings	1.00	\$8,000.00	\$8,000.00	\$85,280.00	



**RESOLUTION NO. \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget to approximate funds in order to place monies in needed account for commissary flow through.

**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 19th day of February, 2009 that the General County Fund Budget shall be amended as follows:

**Revenue:**

101-0-441301-0                      Inmate Money .....\$180,000.00

**APPROPRIATION:**

101-054210-500599              Other Charges .....\$180,000.00

Duly authorized and approved this 19<sup>th</sup> day of February, 2009

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County, Tennessee  
REQUEST FOR BUDGET INCREASE/DECREASE  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 054210  
 Fund Name general fund Cost Center Name adult correction

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	500599-0	other charges	180,000.00
	Total Appropriation:		180,000.00

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	* <del>219511</del> 441301	Inmate money	180,000.00
	Total Estimated Revenue:		180,000.00

Reason for requested increase/decrease:

\_\_\_\_\_ to place monies in needed account - *Commissary flow through*  
 \_\_\_\_\_  
 \_\_\_\_\_ \* *per J French*  
 \_\_\_\_\_

Note:  
Total appropriation  
must agree with total  
estimated revenue.

Signature of Department Head Date  
 \_\_\_\_\_  
*James L. Bragg*

**RESOLUTION NO. \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget to approximate funds in order to account for indigent billings through November, 2008.

**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 19th day of February, 2009 that the General County Fund Budget shall be amended as follows:

**Revenue:**

101-0-455401-51900      **General Session Fees – Indigent Billings ....\$1,653,103.75**

**APPROPRIATION:**

101-01900-500332-51900   **Other Charges .....\$1,653,103.75**

Duly authorized and approved this 19<sup>th</sup> day of February, 2009

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County, Tennessee**  
**REQUEST FOR BUDGET INCREASE/DECREASE**  
**Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 51900  
 Fund Name General Cost Center Name Other General Administration

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	101-051900-500332-51900	Legal Notices - Indigent Billing	1,653,103.75
	Total Appropriation:		1,653,103.75

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	101-0-455401-51900	General Session Fees - Indigent Billing	1,653,103.75
	Total Estimated Revenue:		1,653,103.75

Reason for requested increase/decrease:

To account for indigent billings through November, 2008.

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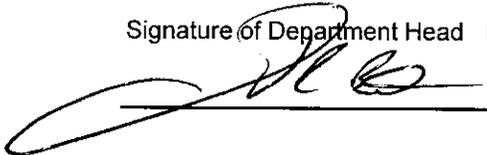


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Note:  
 Total appropriation must agree with total estimated revenue.

Signature of Department Head      Date  
      2/4/09

*Memo of explanation attached. (2 pages)*

341 COURT STREET  
MARYVILLE, TN 37804-5906  
PHONE (865) 273-5710  
FAX (865) 273-5725

# BLOUNT COUNTY GOVERNMENT

DAVID R. BENNETT, CPA, CGFM  
DIRECTOR OF ACCOUNTS AND BUDGETS  
ASSISTANT COUNTY EXECUTIVE



## Memo

**Date:** 2/4/2009  
**To:** Blount County Budget Committee  
**From:** Dave Bennett   
**RE:** Indigent Billing and Payment

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As most of you are aware, we have for years budgeted and paid for indigent costs charged to the County out the Court's account in which the case was heard. In FY 07-08, we moved all of the appropriations related to these charges to Other General Administration. Also, at that time, we held payment on any future costs charged to the County until we had a chance to review state law and also confer with our state legislators as to any changes that may be able to be made to the requirements that these actually be paid.

What we have learned in the interim is that law does require us to pay these. It is still ridiculous that we do so because the Circuit Court Clerk will turn around and write us a check back for the same amount, as all these amounts relate to Clerk Fee's. However, it is the law and we must comply.

With all of the above in mind, I have included in your packet a budget increase in the amount of \$1,653,103.75. These are the indigent billings we have received and held from the Circuit and Juvenile Court Clerk's office. They will bring us current through November 30, 2008. We are establishing a sub-fund within the General Fund as I do not believe these should have an impact on our budgeting process on either the appropriation or the revenue side. They are simply in/out that we can account for separately. We will bring to you another increase, again accounted for through the sub-fund, to bring us current through June 30, 2009.

As I said above, I do not believe these should be a part of the budget process as they skew the numbers as it relates to true clerk fee's and also appropriations for these costs. While we work with our legislator's to correct state law where these charges can be handled in memo form and need not be paid and received by the County, we will continue to bring a separate increase twice a year to handle these transactions.

Thank you in advance and if you have any questions, please don't hesitate to contact me.

# Indigent Billing

## Circuit Court Clerk:

<u>Date</u>	<u>Amount:</u>
8/8/2007	65,772.00
8/8/2007	42,357.00
8/8/2007	23,980.81
10/29/2007	61,791.00
10/31/2007	173,014.00
12/3/2007	217,611.50
3/25/2008	49,217.00
3/26/2008	29,773.00
3/28/2008	5,625.00
4/2/2008	45,772.00
4/8/2008	66,475.00
4/14/2008	48,855.00
4/21/2008	63,367.00
4/28/2008	13,165.00
4/28/2008	76,519.00
8/4/2008	6,743.00
8/5/2008	39,114.00
9/8/2008	22,777.00
9/8/2008	3,223.00
9/8/2008	20,904.00
9/8/2008	2,900.00
9/23/2008	17,465.00
9/23/2008	20,903.00
9/23/2008	24,775.00
11/26/2008	20,937.00
11/26/2008	91,495.00
Total	<u>\$ 1,254,530.31</u>

## Juvenile Court:

3/10/2008	46,700.84
4/24/2008	58,558.92
5/29/2008	61,691.00
7/21/2008	45,097.61
7/25/2008	54,563.24
8/27/2008	78,899.75
11/20/2008	53,062.08
Total	<u>\$ 398,573.44</u>
Total	<u><u>\$ 1,653,103.75</u></u>

**RESOLUTION NO. \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

**A RESOLUTION TO AMEND CENTRAL CAFETERIA FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the Central Cafeteria Fund Budget to approximate funds in order to replace heating cabinet in Heritage High School cafeteria and other miscellaneous equipment throughout all cafeterias..

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

**NOW THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 19th day of February, 2009 that the Central Cafeteria Fund Budget shall be amended as follows:

**Revenue:**

143-000000-498001 Use of Fund Balance .....\$10,000.00

**APPROPRIATION:**

143-073100-500710 Food Service Equipment .....\$10,000.00

Duly authorized and approved this 19<sup>th</sup> day of February, 2009

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County, Tennessee**  
**REQUEST FOR BUDGET INCREASE/DECREASE**  
**Fiscal Year 2008-2009**

Fund Number 143 Cost Center Number 73100

Fund Name Central Cafeteria Cost Center Name Food Services

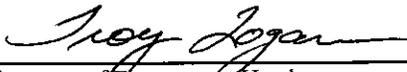
	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	143-073100-500710	Food Service Equipment	10,000.00
	<b>Total Appropriation:</b>		10,000.00

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	143-000000-498001	Use of Fund Balance	10,000.00
	<b>Total Estimated Revenue:</b>		10,000.00

Reason for requested increase/decrease:

Appropriate funds via use of fund balance to replace heating cabinet in HHS cafeteria and other misc equipment throughout all cafeterias.

Note:  
 Total appropriation  
 must agree with total  
 estimated revenue.

  
 Signature of Department Head 1-27-09  
 Date

**"Approved By The Board Of Education" 2-5-09**



1/23/2009

**Quotation**

**To:** Blount County Heated Cabinets

**From:** KaTom Restaurant Supply, Inc.  
 Cecelia  
 PO Box 55  
 Russellville, TN 37860  
 Phone: (800) 541-8683

Item	Qty	Description	Sell Each	Sell Total
1	1	ea <b>HEATED CABINET, PASS-THRU</b> True Food Service Equipment, Inc Model No. TR2HPT-2G-2G Class: 110 Heated Pass-thru, two-section, 56 cu. ft., (2) interior kits (specify), 300 series s/s exterior & interior, 37-1/4"D, (2) glass doors front, (2) glass doors rear, locks, exterior color-coded temp display, 6" legs, 4kW, 115v/208-240V/60/1 (requires hard wiring)	7,469.46	7,469.46
	1	ea Warranty - 1 year parts and labor		
	1	ea Thermometer side: Left door hinged on left, right door hinged on right, standard		
	1	ea Rear: Left door hinged on left, right door hinged on right, standard		
	1	ea SPECKIT3 Right section Spec Kit #3 - (6) sets of universal type tray slides		
	1	ea SPECKIT3 Left section Spec Kit #3 - (6) sets of universal type tray slides		
	6	ea Chrome plated shelf (includes knob style shelf supports) (specify for left, center or right section), each	57.07	342.42
	1	ea 6" legs, std. TR series is stainless steel interior and exterior		
<b>Extended Total for Item No. 1:</b>			<b>\$7,811.88</b>	
2	1	ea <b>HEATED CABINET, PASS-THRU</b> True Food Service Equipment, Inc Model No. TA2HPT-2G-2G Heated Cabinet, Pass-thru, two-section, 56 cu. ft., (6) chrome shelves, 37-1/4"D, top mount, 300 series s/s exterior, anodized aluminum interior, (2) glass full doors front, (2) glass full doors rear, exterior color-coded temperature display, 6" legs, 120° Stay Open Feature, 4000w, 115/208-240/60/1	6,230.16	<alternate>
	1	ea Warranty - 1 year parts and labor		<alternate>
	1	ea Thermometer side: Left door hinged on left, right door hinged on right, standard		<alternate>
	1	ea Rear: Left door hinged on left, right door hinged on right, standard		<alternate>
	2	ea SPECKIT3 Spec Kit #3 - (6) sets of universal type tray slides (specify for left, center or right section)	171.22	<alternate>
	1	ea SPECKIT4 Spec Kit #4 - (3) chrome shelves & shelf supports (specify for left, center or right section)	171.22	<alternate>
	1	ea 6" legs, std. TA series has stainless steel exterior and a white aluminum interior with a stainless floor		<alternate>
<b>Extended Total for Item No. 2:</b>			<b>\$6,743.82</b>	

**Blount County Heated Cabinets**

Item	Qty	Description	Sell Each	Sell Total
3	1	ea <b>HEATED CABINET, PASS-THRU</b> True Food Service Equipment, Inc Model No. TG2HPT-2G-2G Heated Cabinet, Pass-thru, two-section, 56 cu. ft., (6) chrome shelves, 37-1/4" deep, top mount, s/s doors and rainshield, aluminum sides, back & bottom, aluminum interior with s/s floor, (2) glass full doors front, (2) glass full doors rear, exterior color-coded temperature display, 6" legs, 90° Stay Open Feature, 4000w, 115/208-240v/60/1	5,851.10	<alternate>
	1	ea Warranty - 1 year parts and labor		<alternate>
	1	ea Thermometer side: Left door hinged on left, right door hinged on right, standard		<alternate>
	1	ea Rear: Left door hinged on left, right door hinged on right, standard		<alternate>
	2	ea SPECKIT3 Spec Kit #3 - (6) sets of universal type tray slides (specify for left, center or right section)	171.22	<alternate>
	1	ea SPECKIT4 Spec Kit #4 - (3) chrome shelves & shelf supports (specify for left, center or right section)	171.22	<alternate>
	1	ea 6" legs, std. TG series is stainless steel front, aluminum sides, white aluminum interior with stainless floor		<alternate>
<b>Extended Total for Item No. 3:</b>			<b>\$6,364.76</b>	
4	1	ea <b>FREIGHT</b> Custom Model No. FREIGHT Freight to your location including lift gate service	150.00	150.00
<b>Extended Total for Item No. 4:</b>			<b>\$150.00</b>	
5	1	ea <b>INSIDE DELIVERY</b> Custom Model No. INSIDE DELIVERY Inside delivery, uncrate and set in place	150.00	150.00
<b>Extended Total for Item No. 5:</b>			<b>\$150.00</b>	
			Merchandise	8,111.88
			Total	8,111.88

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RESOLUTION \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF BLOUNT COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PURPOSE OF REFINANCING A PORTION OF THE COUNTY'S OUTSTANDING SERIES IV-C-1 LOAN AGREEMENT; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON

WHEREAS, the Board of County Commissioners previously authorized, issued and delivered its Series IV-C-1 Loan Agreement, dated as of March 1, 2000 (the "Outstanding Loan Agreement") funded by the issuance of Local Government Public Improvement Bonds, Series IV-C-1 (the "Authority Bonds") of The Public Building Authority of Sevier County, Tennessee (the "Authority"); and

WHEREAS, the Outstanding Loan Agreement currently bears interest at a rate in excess of market rates because the Authority Bonds funding the Outstanding Loan Agreement are insured by Financial Security Assurance Inc. which has been downgraded by the nationally recognized rating agencies, causing the Authority Bonds to be purchased by the provider of the Standby Bond Purchase Agreement for the Authority Bonds at a higher rate of interest; and

WHEREAS, the Standby Bond Purchase Agreement has now expired and the principal payments of the Authority Bonds and the Outstanding Loan Agreement are subject to reamortization in substantially equal principal payments over the next seven years, commencing March 1, 2009; and

WHEREAS, pursuant to authority granted by Sections 9-21-101 et seq., Tennessee Code Annotated, counties in Tennessee are authorized to issue interest bearing general obligation refunding bonds; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish the refinancing of a portion of the Outstanding Loan Agreement on a temporary basis until alternative financing can be authorized, structured and issued, it is necessary to issue general obligation refunding bonds of the County; and

WHEREAS, the plan of refunding for the Outstanding Loan Agreement has been submitted to the State Director of Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and he has acknowledged receipt thereof to the County and submitted his report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$3,000,000 of said bonds, as provided herein, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) "Authority Bonds" shall have the meaning ascribed to it in the recitals to this Resolution;
- (b) "Bond Purchase Agreement", to the extent the Bonds are sold at negotiated sale, means a Bond Purchase Agreement, dated as of the sale of the Bonds, entered into by and between the County and one or more purchasers, in the form consistent with the terms of this resolution and as approved by the County Mayor.
- (c) "Bonds" shall mean the not to exceed \$3,000,000 General Obligation Refunding Bonds, Series 2009A of the County, to be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Mayor, authorized to be issued by this resolution;
- (d) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;
- (e) "County" shall mean Blount County, Tennessee;
- (f) "Governing Body" shall mean the Board of County Commissioners of the County;
- (g) "Outstanding Loan Agreement" shall have the meaning ascribed to it in the recitals to this Resolution; and
- (h) "Registration Agent" shall mean the Finance Director who shall serve as registration and paying agent or any successor registration agent and paying agent appointed by the County Mayor.

Section 3. Authorization and Terms of the Bonds. (a) The refunding of a portion of the Outstanding Loan Agreement as set forth herein through the issuance of the Bonds will result in a reduction in debt service payable by the County over the term of the Outstanding Loan Agreement, thereby effecting a cost savings to the public and is necessary to provide interim financing until replacement refinancing can be issued.

(b) For the purpose of refinancing the Outstanding Loan Agreement and paying the costs incident to the issuance and sale of the Bonds as more fully set forth in Section 8 hereof, there are hereby authorized to be issued interest bearing general obligation refunding bonds of the County from time to time, in certificated form, in an aggregate principal amount of not to exceed \$3,000,000. Subject to the adjustments permitted in Section 7 hereof, the Bonds shall be issued, in fully registered form, without coupons, shall be known as "General Obligation Refunding Bonds, Series 2009A" and shall be dated their date of issuance, or have such other designation or such other dated date as shall be determined by the County Mayor; and shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, payable, subject to the adjustments permitted pursuant to Section 7 hereof, semi-annually on June 1 and December 1 and on maturity until the Bonds mature or are redeemed, commencing June 1, 2009. The Bonds shall be issued initially in \$100,000 denominations or integral multiples of \$5,000 in excess thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 7 hereof, the Bonds shall mature not later than one year from their date of issuance.

(c) Subject to the adjustments permitted by Section 7 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Bonds of a maturity shall be called for redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the County Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The County hereby authorizes and directs the Registration Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. If requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States and written notice of any such election is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the

registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples of \$1,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and



of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Bond to the Registration Agent when due.

Bonds of the issue of which this Bond are subject to redemption at any time prior to maturity at the option of the County at a price of par plus accrued interest to the redemption date.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, [nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.]

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Bond is one of a total authorized issue aggregating \$3,000,000 and issued by the County for the purpose of providing funds for the for the purpose of refinancing a portion of the County's outstanding Series IV-C-1 Loan Agreement, dated March 1, 2000 and payment of costs incident to the issuance and sale of the of the issue of which this Bond is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the 19<sup>th</sup> day of February, 2009.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other

than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

IN WITNESS WHEREOF, Blount County, Tennessee, has caused this Bond to be signed by its County Mayor with his manual [facsimile] signature and attested by its County Clerk's manual [facsimile] signature under an impression [facsimile] of the corporate seal of the County, all as of the day and date hereinabove set forth.

BLOUNT COUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the principal office of:

Finance Director of Blount County  
Maryville, Tennessee

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Finance Director of Blount County  
Registration Agent

\_\_\_\_\_

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_), the within Bond of Blount County, Tennessee and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

[END OF BOND FORM]

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Bonds.

Section 7. Sale of Bonds. (a) The Bonds shall be offered for sale, in one or more emissions, pursuant to an informal or competitive bid process or by private negotiated sale, as required by law, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, if any, as a whole or in part from time to time as shall be determined by the County Mayor.

(b) The County Mayor is authorized (i) to change the dated date of the Bonds to a date other than their date of issuance; (ii) to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds, Series 2009A"; (iii) to change the first interest payment date on the Bonds to a date other than June 1, 2009, but not later than twelve (12) months from the dated date of the Bonds; (iv) to adjust the interest payment frequency to a period other than in semi-annually; (v) to adjust the principal and interest payment dates and maturity amounts of the Bonds, provided that the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; (vi) to change the County's optional redemption provisions of the Bonds, provided that the redemption premium, if any, shall not exceed one percent (1%) of the par amount of the Bonds called for redemption; and (vii) to sell less than the authorized principal amount of Bonds authorized herein and to sell the Bonds in one or more series.

(c) The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, as determined by the County Mayor, or to sell the Bonds to a purchaser pursuant to negotiated sale, provided the rate or rates on the Bonds does not exceed 6% per annum. The sale of the Bonds by the County Mayor shall be binding on the County, and no further action

of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 7 hereof. The County Mayor is hereby authorized to enter into a purchase agreement with the purchaser of the Bonds, if sold at negotiated sale. The terms of such purchase agreement shall be consistent with the terms of this resolution.

(d) The County Mayor and County Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the original purchaser and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8. Disposition of Bond Proceeds. After payment of the costs of issuance of the Bonds, the remainder of the proceeds of the sale of the Bonds, together with other legally available funds of the County, shall be paid to the County Trustee to be deposited with the Trustee for the Authority's Bonds and used to pay the earliest maturing principal installments of the Outstanding Loan Agreement.

Section 9. Prepayment of the Outstanding Loan Agreement. The County Mayor and County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to make the earliest maturing principal installments on the Outstanding Loan Agreement.

Section 10. Tax Covenants. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County covenants that it shall take no action which may render the interest on any of said Bonds subject to inclusion in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Notwithstanding the foregoing, if determined to be in the best interest of the County, the County Mayor may sell the Bonds as taxable bonds, the interest on which will be subject to inclusion in the gross income of the holders of the Bonds for purposes of Federal income taxation.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in

trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Bonds and to pay interest thereon when due until the maturity date;

(c) By delivering such Bonds to the Registration Agent, for cancellation by it; and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. 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 the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, 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 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 13. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Mayor to designate the Bonds as "qualified tax-exempt obligations", to the extent the Bonds, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. 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 16. 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 19<sup>th</sup> day of February, 2009.

/s/ \_\_\_\_\_  
County Mayor

Attest:

/s/ \_\_\_\_\_  
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy D. 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 19, 2009; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$3,000,000 General Obligation Refunding Bonds, Series 2009A of the County.

WITNESS my official signature and seal of said County on this the \_\_\_\_ day of \_\_\_\_\_, 2009.

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County Clerk

(SEAL)

7532120.2

**RESOLUTION NO. \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

A RESOLUTION (1) AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN BLOUNT COUNTY, TENNESSEE AND A PUBLIC BUILDING AUTHORITY IN TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTY MILLION DOLLARS (\$50,000,000) TO REFINANCE THE COUNTY'S OUTSTANDING SERIES IV-C-1 AND A-5-A LOAN AGREEMENTS AND TO REFINANCE ANY GENERAL OBLIGATION REFUNDING BONDS ISSUED TO REFINANCE THE SERIES IV-C-1 AND A-5-A LOAN AGREEMENTS; (2) AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID BORROWINGS; (3) PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWINGS AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS; AND (4) CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS

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

WHEREAS, Blount County (the "County") previously authorized and issued its outstanding Series IV-C-1 Loan Agreement, dated as of March 1, 2000 (the "IV-C-1 Loan Agreement") funded by The Public Building Authority of Sevier County, Tennessee's (the "Sevier Authority") Local Government Public Improvement Bonds, Series IV-C-1, dated March 16, 2000 (the "IV-C-1 Bonds") bearing interest at a variable rate; and

WHEREAS, Financial Security Assurance Inc. ("FSA") guaranteed payment of the principal of and interest on the IV-C-1 Bonds and JP Morgan Chase Bank ("JP Morgan") agreed to provide the purchase price ("Liquidity") of the IV-C-1 Bonds upon optional and mandatory tender of the IV-C-1 Bonds that could not be remarketed, pursuant to a Standby Bond Purchase Agreement (the "IV-C-1 Liquidity Agreement"); and

WHEREAS, in 2008, FSA's rating was downgraded from the highest rating category by

lower ratings categories, resulting in the optional tender of the IV-C-1 Bonds by the IV-C-1 Bondholders and the purchase of the IV-C-1 Bonds by JP Morgan; and

WHEREAS, JP Morgan has denied a request to renew the IV-C-1 Liquidity Agreement and neither the County nor its advisors has been able to obtain a replacement provider of Liquidity because of the international credit and liquidity crisis and the FSA ratings downgrades and, consequently, the IV-C-1 Bonds cannot be remarketed; and

WHEREAS, under the IV-C-1 Liquidity Agreements, the County is now required to reamortize the principal repayment of its Loan Agreement in substantially equal quarterly payments over the next seven years, commencing March 1, 2009 (unless such date is extended by JP Morgan) at a rate determined under the JP Morgan Liquidity Agreements that is substantially greater than the variable rates previously borne by the IV-C-1 Bonds;

WHEREAS, the County has authorized and may issue its General Obligation Refunding Bonds, Series 2009 (the "County Refunding Bonds"), in part, for the purpose of refinancing a portion of the quarterly payments coming due on the IV-C-1 Loan Agreement as interim financing prior to the issuance and delivery of the loan agreement authorized hereunder; and

WHEREAS, the County previously authorized and issued its outstanding Series A-5-A Loan Agreement, dated as of June 1, 2002 (the "A-5-A Loan Agreement"; together with the IV-C-1 Loan Agreement, the "Outstanding Loan Agreements") funded by The Public Building Authority of Blount County's (the "Blount Authority") Local Government Public Improvement Bonds, Series A-5-A, dated June 27, 2002 (the "A-5-A Bonds"; together with the IV-C-1 Bonds, the "Outstanding Bonds") bearing interest at a variable rate; and

WHEREAS, Ambac Assurance Corporation ("Ambac") guaranteed payment of the principal of and interest on the A-5-A Bonds and Regions Bank ("Regions"), agreed to provide

the purchase price upon optional and mandatory tender for A-5-A Bonds that could not be remarketed pursuant to a Standby Bond Purchase Agreement (the "A-5-A Liquidity Agreement"); and

WHEREAS, in 2008, Ambac's ratings were downgraded from the highest rating category by the Rating Agencies to lower ratings categories, resulting in the optional tender of the A-5-A Bonds by the A-5-A Bondholders and the purchase of the A-5-A Bonds by Regions; and

WHEREAS, under the A-5-A Liquidity Agreement and from time-to-time upon remarketing, the County is now paying interest rates substantially greater than the variable rate previously borne by the A-5-A Bonds; and

WHEREAS, there is an interest rate swap agreement (collectively the "Swap Agreements") on the respective Outstanding Bonds pursuant to which the County pays a fixed rate of interest under the respective Outstanding Loan Agreements in exchange for receiving a variable rate of interest that is intended to be at a rate that is substantially the same as the variable rate on the respective Outstanding Bonds; and

WHEREAS, the County intends to maintain the Swap Agreements as a hedge against the interest payable on the portion of the Loan Agreements authorized herein that are attributable to the refunding of the respective Outstanding Bonds, and has concluded that it can best maintain that hedging relationship by structuring the new Loan Agreements over a short term period and preserving the County's future right to refinance the new Loan Agreements to a variable rate of interest with a principal payment schedule that substantially mirrors that set forth in the respective Swap Agreements; and

WHEREAS, the County has been advised that it will not be able to obtain Liquidity under reasonable economic terms at this time and that it is in the County's best interest to prepay

its Outstanding Loan Agreements with one or more loan agreements bearing interest at a fixed rate for a duration of not less than 270 days and not greater than five years; and

WHEREAS, it has been determined to be in the best interest of the County to refinance the Outstanding Loan Agreements and to refinance the County Refunding Bonds, if outstanding, through a program known as the Tennessee Local Government Alternative Loan Program (TN-LOANS<sup>SM</sup>) underwritten by Morgan Keegan & Company, Inc. or such other purchasers approved by the Authority and TN-LOANS Program Administrators, Inc. (each an "Underwriter"), through the issuance by a Public Building Authority in Tennessee organized and created pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, (each an "Authority") of its Local Government Public Improvement Bonds (the "Bonds") in one or more series (each, a "Series") in the aggregate principal amount of not to exceed \$50,000,000, and loan the proceeds thereof to the County pursuant to one or more loan agreements between the Authority and the County (each a "Loan Agreement") to refinance all or a portion of the Outstanding Loan Agreements and the County Refunding Bonds, if outstanding, and to pay costs of issuance related thereto; and

WHEREAS, a report on the plan of refinancing of the Outstanding Loan Agreements and the County Refunding Bonds has been issued by the State Director of Local Finance; and

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

WHEREAS, each Series of Bonds are to be secured by and contain such terms and provisions as are set forth in a related Indenture of Trust, as supplemented authorizing the

Bonds (each an "Indenture") entered into between the Authority and Regions Bank or such other trustee designated by the Authority; and

WHEREAS, each Series of Bonds and related Loan Agreement will bear interest at a fixed rate established as described herein; and

WHEREAS, there has been presented to this meeting each Indenture, the form of each Loan Agreement and the form of a Bond Purchase Agreement to be entered into by the Underwriter and the Authority, each of which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended; and

WHEREAS, for the purposes of authorizing one or more loans from the Authority, the execution and delivery of one or more Loan Agreements, the pledging of the County's full faith and credit, for the payment of its obligations under each Loan Agreement, approving the assignment of such pledge pursuant to each Indenture and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of each Series of Bonds.

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

Section 1. Approval of Loans. (a) For the purpose of providing funds to refinance the Outstanding Loan Agreements and to refinance the County Refunding Bonds, if outstanding, and to pay costs incident to the issuance and sale of each Series of Bonds and each related Loan Agreement, and make and receive the loans herein authorized, there is hereby authorized one or more loans (each, a "Loan") from the Authority in an aggregate principal amount not to exceed \$50,000,000 which shall bear interest at a fixed rate not to exceed the maximum rate permitted by law.

(b) The County Mayor and the County Clerk are hereby authorized to enter into one or more Loan Agreements (each a "Loan Agreement") in an aggregate principal amount of not to exceed \$50,000,000. Each Loan Agreement and related Series of Bonds (the "Bonds") issued by the Authority to fund each Loan Agreement will mature not earlier than 270 days and not greater than five years from the date of delivery of each Loan Agreement and Series of Bonds, as shall be determined by the County Mayor to be that period most advantageous to the County. Each Loan Agreement shall reflect a principal payment schedule equal to or greater than the principal payment schedule of the Outstanding Loan Agreements being refinanced during the 270 days to five year period that the Loan Agreement is outstanding; provided, however, the final principal payment of each Loan Agreement shall consist of the entire remaining outstanding principal amount of the Loan Agreement.

**The final maturity payment reflects the remaining outstanding principal amount of the original Outstanding Loan Agreements and it is anticipated that such remaining principal amount will be refinanced at or prior to maturity of the related refinancing Loan Agreement.**

Each Loan Agreement may be subject to prepayment, and the related Series of Bonds may be subject to redemption, prior to the maturity date at a price of par plus accrued interest to the prepayment or redemption date, subject to adjustment as set forth in subsection (d) below.

(c) The Bonds shall be sold at a price of not less than ninety-eight percent of the par amount of such Series of Bonds or for an underwriting fee of not more than two percent of the par amount of the Bonds, all as shall be established pursuant to a Bond Purchase Agreement and a supplemental indenture between the Authority and the Trustee. All fees and expenses

associated with the related Series of Bonds, in addition to principal and interest, shall be paid by the County pursuant to the related Loan Agreement.

(d) The County Mayor and County Clerk are authorized to execute and to enter into one or more related Loan Agreements, and, on terms consistent with the provisions of this Resolution, are authorized to adjust the amortization of principal amounts and adjust principal and interest payment dates of each Loan, establish the maturity dates and the prepayment and redemption provisions for each Loan Agreement and related Series of Bonds.

Section 2. Approval of Loan Agreements. The form, terms and provisions of each Loan Agreement which have been presented at this meeting are hereby approved and the County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver each Loan Agreement in the name and on behalf of the County. Each Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of each Loan Agreement, the County Mayor and County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Loan Agreement as executed.

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

Section 3. Pledge of Taxes. The County hereby covenants and agrees, through its governing body, to annually levy and collect a tax upon all taxable property within the County,

in addition to all other taxes authorized by law, sufficient to pay when due the annual amounts payable by the County under each Loan Agreement as and when they become due and payable and to pay any expenses of maintaining and operating the projects financed by the Outstanding Loan Agreements required to be paid by the County under the terms of each Loan Agreement and, for such purposes, the County hereby pledges such tax and the full faith and credit of the County to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately reduced to the extent of funds appropriated by the governing body of the County to the payment of the amounts described above from other revenues of the County. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under each Loan Agreement falling due at any time when there are insufficient funds from the tax levy on hand shall be paid from current funds of the County.

Section 4. Approval of Bonds. For the purpose of providing funds to make each Loan to the County, as provided herein and in each Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto including costs incident to the issuance and sale of each Series of Bonds related to a Loan Agreement, the issuance and sale of each Series of Bonds by the Authority in connection with a Loan Agreement is hereby approved and allocation of such Series of Bonds to the County for purposes of Section 265 of the Code is hereby accepted.

Section 5. Disposition of Proceeds. (a) An amount necessary to pay costs of issuance of each Loan Agreement and related Series of Bonds shall be deposited to the Cost of Issuance Fund of the County created under the Indenture.

(b) All remaining proceeds shall be deposited to the Loan Fund of the County established under the Indenture to be used pay Costs of the Projects, including refinancing the Outstanding Loan Agreements and the County Refunding Bonds, if outstanding.

Section 6. Official Statement. The County Mayor, County Clerk, Finance Director or any of them, working with the Underwriter and the Authority, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing each Series of Bonds related to a Loan Agreement of the County. After the Bonds have been sold, the County Mayor, County Clerk, Finance Director or any 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, County Clerk, Finance Director or any of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven business days after sale of a Series of Bonds for delivery, by the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter initially sells the Bonds.

The County Mayor, County Clerk, Finance Director or any of them, are authorized, on behalf of the County, as to the information relating to the County and the Series of Bonds related to the County's Loan Agreement, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1),

except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 7. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for any Series of Bonds issued for a Loan Agreement of the County. The County Mayor County Clerk, Finance Director or any of them, are authorized to execute an agreement for the benefit of and enforceable by the owners of such Series of Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 8. Consent to Assignment. The County hereby consents to the assignment pursuant to the Indenture of all the Authority's right, title and interest under each Loan Agreement as security for the Series of Bonds to which such Loan Agreement relates.

Section 9. Notice of Prepayment and Notice of Redemption. The County Mayor and County Clerk, or either of them, are hereby authorized to give notice of prepayment of the Outstanding Loan Agreements in substantially the form attached hereto as Exhibit A and to give

notice of redemption of the County Refunding Bonds, if outstanding, in accordance with the resolution authorizing the County Refunding 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 each Series of Bonds and the execution and delivery of each Loan Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed. The County Mayor and County Clerk are additionally authorized to enter into agreements with municipal bond insurers in connection with each Loan Agreement and related Series of Bonds in furtherance of the purposes stated herein, to the extent not inconsistent with this resolution.

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

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

Section 13. 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 19<sup>th</sup> day of February, 2009.

ATTEST:

/s/ \_\_\_\_\_  
County Mayor

/s/ \_\_\_\_\_  
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy D. 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 19, 2009; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$50,000,000 general obligation indebtedness of the County.

WITNESS my official signature and seal of said County on this the \_\_\_\_\_ day of February, 2009.

\_\_\_\_\_  
County Clerk

(SEAL)

EXHIBIT A  
(County's Letterhead)  
\_\_\_\_\_, 2009

**VIA REGISTERED OR CERTIFIED MAIL**

Caroline Oakes, Paul Williams and Terry Erdman (**and**) [Bond Insurer]  
**via fax 615-770-4350**  
Regions Bank, as Trustee  
Corporate Trust Services  
315 Deaderick Street, 4th Floor  
Nashville TN 37237

Joe Ayres (**and via fax 865-777-5836**) [Bank]  
TN-LOANS Program Administrators, Inc.  
The Farragut Building  
11400 Parkside Drive, Suite 110  
Knoxville, Tennessee 37934

Re: Notice of Prepayment of:

Series \_\_\_\_\_ Loan Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Series \_\_\_\_\_ Loan Agreement"), between Blount County, Tennessee and The Public Building Authority of [Blount / Sevier] County, Tennessee

Ladies and Gentlemen:

Pursuant to the Series \_\_\_\_\_ Loan Agreement, the County hereby gives the following notice of its intent to prepay its:

**Series \_\_\_\_\_ Loan Agreement**

Prepayment Date: On or before \_\_\_\_\_

Principal Amount of Prepayment: \$ \_\_\_\_\_

Related Bonds: Local Government Public Improvement Bonds, Series \_\_\_\_\_

dated \_\_\_\_\_, \_\_\_\_\_, of The Public Building Authority of [Blount / Sevier] County, Tennessee

Bond Redemption Date: \_\_\_\_\_

The County hereby directs the Administrator to instruct the Trustee as to the investment of the funds to be deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower.

All questions should be directed to \_\_\_\_\_, \_\_\_\_\_, telephone number (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_.

Very truly yours,

\_\_\_\_\_,  
County Mayor  
Blount County, Tennessee



*Executed*

LOAN AGREEMENT  
(SERIES A-5-A)

DATED AS OF JUNE 1, 2002

BETWEEN

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

AND

BLOUNT COUNTY, TENNESSEE

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## LOAN AGREEMENT

This Loan Agreement is made and entered into as of the first day of June, 2002, by and between THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), and BLOUNT COUNTY, TENNESSEE (the "Borrower").

### WITNESSETH:

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

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the (i) acquisition, construction, improvement, renovation, repair and equipping of schools; (ii) payment of funds to the Cities of Alcoa and Maryville to be used for capital improvements to the educational facilities of their respective school systems; (iii) acquisition, construction, improvement, renovation, repair and equipping of the courthouse, the juvenile center and other public buildings; (iv) construction, improvement, paving, equipping and repair of streets, bridges and roads; (v) acquisition of equipment and vehicles for the public safety and public works departments; (vi) acquisition of all property, real and personal, appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (viii) payment of capitalized interest during construction and for up to six months thereafter (collectively, the "Project"); and

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

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

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

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Local Government Public Improvement Bonds, Series A-5-A (the "Series A-5-A Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain Indenture of Trust dated as of May 1, 2001, as supplemented by Series A-5-A Supplemental Indenture of Trust, dated as of June 1, 2002 (the "Indenture"), between the Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the "Trustee"), and deposit the

proceeds from the sale of the Series A-5-A Bonds with the Trustee to be disbursed in the manner and for the purposes set forth in the Indenture, all as more fully provided therein.

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

## ARTICLE I Definitions

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

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

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

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

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

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

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

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

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

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

(a) Government Obligations;

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

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

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

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

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

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

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

(g) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior

to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or (ii)(A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow fund consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

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

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

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

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

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

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

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

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

"Bank" means with respect to the TD Standby Bond Purchase Agreement, The Toronto-Dominion Bank, acting through its Houston Agency, and with respect to any other Standby Bond Purchase Agreement, the bank or banks (and any agent for 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 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 each Series A-5-A Bond purchased by the Bank with the proceeds of a drawing under and in accordance with the provisions of the Standby Bond Purchase Agreement pursuant to Section 7.03(b)(2) of the Indenture, and which are held by the Bank or such other Person to whom such Bank Bonds are sold as authorized by the Standby Bond Purchase Agreement other than pursuant to a remarketing thereof in accordance with Section 4.03(b) of the Indenture; provided, however, any such Series A-5-A Bonds shall cease to be Bank Bonds upon the earlier of the purchase thereof pursuant to a successful remarketing of such Series A-5-A Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such Series A-5-A 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.

"Bond Fund" means the fund established under Section 6.02 of the Indenture.

"Bond Insurance" means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the timely payment of principal of and interest on the Series A-5-A Bonds.

"Bond Insurer" means Ambac Assurance Corporation, a Wisconsin stock insurance company and any other issuer of a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on the Series A-5-A 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 7.01 of the Indenture.

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

"Borrower" means Blount County, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 6.05 of the Indenture in which the proceeds of the Loan to the Borrower are deposited.

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

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions in New York City or any other city or cities where the principal United States office of any Bank, the Bond Insurer, the Trustee, or the Remarketing Agent is located are required or authorized by law (including executive order) to close or on which the principal United States office of any Bank providing the Standby Bond Purchase Agreement, the Bond Insurer, the Trustee or the Remarketing Agent is closed for a reason not related to financial condition, or (c) a day on which The New York Stock Exchange is closed, provided that during the Fixed Rate Period, all references to the Bank and the Remarketing Agent shall be ignored for purposes of this definition.

"Calculation Period" means, during any Commercial Paper Period for the Series A-5-A Bonds, any period or periods comprised of up to 270 days established with respect to a Series A-5-A Bond or Bonds pursuant to Section 2.05(d) of the Indenture.

"Closing Date" means the date of issuance and delivery of the Series A-5-A Bonds which shall be the Issue Date of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, as it applies to the Series A-5-A Bonds, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Agreement, but include any successor provisions thereof to the extent applicable to the Series A-5-A Bonds.

"Commercial Paper Period" means, with respect to the Series A-5-A Bonds, any period where one or more Calculation Periods have been established pursuant to Section 2.05(d) of the Indenture during each of which a Commercial Paper Rate shall apply to the Series A-5-A Bonds that are subject to such Calculation Period.

"Commercial Paper Rate" means for any Calculation Period for a Series A-5-A Bond or Bonds during a Commercial Paper Period for the Series A-5-A Bonds the interest rate borne by the Series A-5-A Bonds during such Calculation Period established pursuant to Section 2.05(d) of the Indenture.

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

"Conversion Date" means the date on which the interest rate on the Series A-5-A 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, erecting, extending, improving, equipping, repairing or refinancing the Project, including refunding outstanding obligations of the Borrower and of the Authority or of any other public building authority created under the Act, or any combination of such purposes, demolishing structures on the Project 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 Borrower 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 Series A-5-A Bonds and this Loan Agreement, including but not limited to, fees and expenses of the underwriter for the Series A-5-A Bonds and its counsel, the Bank and its counsel, the Authority and its counsel, Bond Counsel, the Trustee and its counsel, the Borrower's counsel, Bond Insurance premium, counsel to the Bond Insurer, printing costs and rating fees;

(g) Interest on the Series A-5-A 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 Series A-5-A Bonds, any period from and commencing on any Business Day (and with respect to the Series A-5-A Bonds initially issued bearing interest at the Daily Rate, on the Closing Date) through but not including the next succeeding Business Day during which a Daily Rate will apply to the Series A-5-A Bonds.

"Daily Rate" means the interest rate from time to time in effect for the Series A-5-A Bonds during any Daily Period, as such rate is determined in accordance with Section 2.05(b) of the Indenture.

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

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

"Favorable Opinion" means an opinion of nationally recognized bond counsel addressed to the Authority and the Trustee to the effect that the action proposed to be taken is authorized or permitted by the Act and the Indenture and will not adversely affect any exclusion from gross income of interest on the Series A-5-A Bonds for purposes of federal income taxation.

"Final Computation Date" means the date the last Series A-5-A Bond is paid in full.

"Final Excess Interest Amount" means a fee payable under a Standby Bond Purchase Agreement in connection with the Series A-5-A Bonds representing interest borne by Bank Bonds at a rate not in excess of the Maximum Lawful Rate calculated as set forth in the Standby Bond Purchase Agreement, which amount has been deferred and not paid as of the date such Bank Bonds are remarketed and which is payable by a Borrower under this Loan Agreement as an Additional Payment.

"Fixed Rate" means the interest rate in effect on the Series A-5-A Bonds during the Fixed Period, as such rate is determined in accordance with Sections 2.05 and 2.07 of the Indenture.

"Fixed Period" means, in the event of a Conversion to the Fixed Rate, the period from and including the Conversion Date to and including the date of the payment in full of the Series A-5-A Bonds.

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

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

"Guaranty Agreement" shall mean any Guaranty Agreement between the Authority and the Bond Insurer whereby the Authority 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 May 1, 2001, as supplemented by the Series A-5-A Supplemental Indenture of Trust, dated as of June 1, 2002, as from time to time further supplemented and amended, by and between the Authority and the Trustee.

"Installment Computation Date" means the fifth anniversary of the issue date of the Series A-5-A Bonds and each fifth anniversary of such date.

"Interest Payment Date" means (a) during any Commercial Paper Period, the first day after the end of any Calculation Period (but only with respect to the Series A-5-A Bonds to which such Calculation Period relates), any Conversion Date for the Series A-5-A Bonds and the Maturity of the Series A-5-A 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 Series A-5-A Bonds and with respect to the Short-Term Period, any Period Adjustment Date, (c) during any Medium-Term Period, the first day of each June and December, any Conversion Date, any Optional Tender Date (if applicable), any Period Adjustment Date and the Maturity of the Series A-5-A Bonds, (d) during any Fixed Period, the first day of each June and December, and the Maturity of the Series A-5-A Bonds, and (e) with respect to any Bank Bond, the day such Bond is purchased by the Bank, the first Business Day of each month commencing on the first such date to occur after the Series A-5-A 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).

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

"Loan Fund" means the fund established under Section 6.04 of the Indenture.

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

"Loan Repayment Date" means, with respect to that portion of Loan Repayments attributable to interest on the Series A-5-A Bonds, (a) the first day after the end of any Calculation Period, while the Series A-5-A Bonds are in the Commercial Paper Period, (b) the twenty-fifth day of February, May, August and November of each year during the term hereof, commencing the twenty-fifth day of August, 2002, five days prior to any Conversion Date or Period Adjustment Date and at Maturity while the Series A-5-A Bonds are in the Daily Period, the Weekly Period and the Short-Term Period, (c) the twenty-fifth day of May and November, five days prior to a Conversion Date or any Period Adjustment Date, on any Optional Tender Date and Stated Maturity of the Series A-5-A Bonds if the Series A-5-A Bonds are in the Medium-Term Period; (d) the twenty-fifth day of May and November, and on the Stated Maturity of the Series A-5-A Bonds, if the Series A-5-A Bonds are in the Fixed Period, (e) and if any Series A-5-A 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); with respect to that portion of Loan Repayments attributable to principal on the Series A-5-A Bonds, on the 25th day of May of 2029 and 2030, inclusive, or 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, with respect to that portion of Loan Repayments consisting of Additional Payments, the twenty-fifth day of February, May, August and November of each year during the term hereof (except as provided in Section 3.02(i)) commencing on the twenty-fifth day of August, 2002; provided, however, 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.

"Maturity" means the earliest of (i) the Stated Maturity of the Series A-5-A Bonds, (ii) the date of mandatory redemption of such Series A-5-A Bonds pursuant to the terms of the Indenture, the Supplemental Indenture or Standby Bond Purchase Agreement (if any) relating to the Series A-5-A Bonds, and (iii) the date on which the principal of such Series A-5-A Bonds otherwise becomes due and payable.

"Maximum Rate" means (unless otherwise approved by the Bond Insurer) with respect to the Series A-5-A Bonds, the lesser of (i) eighteen percent (18%) per annum (or such lesser rate as may be stipulated in the Supplemental Indenture for the Series A-5-A Bonds for the period from and including the dated date of the Series A-5-A Bonds, to the day next preceding the first Interest Payment Date for the Series A-5-A Bonds) and (ii) the Maximum Lawful Rate.

"Maximum Lawful Rate" means the highest interest rate that may be borne by the Series A-5-A Bonds in effect and applicable from time to time under applicable law. Bank Bonds shall not bear interest in excess of the Maximum Lawful Rate.

"Medium-Term Period" means any period of time that ends on a specified date that is the last day of any calendar month that is an integral multiple of twelve (12) months from the beginning of the Medium-Term Period, or ends on the Optional Tender Date (if applicable) or upon the Maturity as directed by the Borrower with respect to the Series A-5-A Bonds pursuant to Section 2.06 or 2.07 of the Indenture, commencing on the Conversion Date or the Period Adjustment Date during which period a Medium-Term Rate shall apply to the Series A-5-A Bonds.

"Medium-Term Rate" means the interest rate or rates from time to time in effect for the Series A-5-A Bonds during any Medium-Term Period, as such rate or rates is determined in accordance with Section 2.05(c) of the Indenture.

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

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

"Outstanding", when used with respect to the Series A-5-A Bonds, means as of the date of determination, all Series A-5-A Bonds theretofore authenticated and delivered under the Indenture, except:

- (a) Series A-5-A Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Series A-5-A Bonds for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee in trust for the registered owners of the Series A-5-A Bonds, provided that, if such Series A-5-A Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made; and
- (c) Series A-5-A Bonds in exchange for or in lieu of which other Series A-5-A Bonds have been authenticated and delivered pursuant to the Indenture.

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

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

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

"Program Administration Agreement" means the Program Administration Agreement dated as of May 1, 2001, between the Administrator and the Authority.

"Project" means the (i) acquisition, construction, improvement, renovation, repair and equipping of schools; (ii) payment of funds to the Cities of Alcoa and Maryville to be used for capital improvements to the educational facilities of their respective school systems; (iii) acquisition, construction, improvement, renovation, repair and equipping of the courthouse, the juvenile center and other public buildings; (iv) construction, improvement, paving, equipping and repair of streets, bridges and roads; (v) acquisition of equipment and vehicles for the public safety and public works departments; (vi) acquisition of all property, real and personal,

appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (viii) payment of capitalized interest during construction and for up to six months thereafter.

"Proportionate Share" means, for purposes of common fees and expenses described in Section 3.02 hereof relating to all Series of Bonds Outstanding under the Indenture, a fraction, the numerator of which shall be the Outstanding principal amount of the Series A-5-A Bonds and the denominator of which shall be the Outstanding principal amount of all Series of Bonds Outstanding under the Indenture; for purposes of common fees and expenses described in Section 3.02 hereof, which are determined by the Administrator to be common to particular Series of Bonds under the Indenture, including the Series A-5-A Bonds, but not to all Series of Bonds under the Indenture, means a fraction, the numerator of which shall be the Outstanding principal amount of the Series A-5-A Bonds to which the common fees and expenses apply and the denominator of which shall be the principal amount of all Series of Bonds Outstanding under the Indenture to which the common fees and expenses apply.

"Purchase Termination Date" means, with respect to any Standby Bond Purchase Agreement and all Series of Bonds covered thereby, the date on which the Bank's obligation to purchase Series A-5-A 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, and the Fixed 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 May 1, 2001, between the Authority and the Remarketing Agent, providing for the remarketing of Series A-5-A Bonds tendered pursuant to Article IV of the Indenture, and all modifications, alterations, amendments and supplements thereto and any agreement between the Authority and any successor Remarketing Agent appointed pursuant to the Indenture.

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

"Series A-5-A Bonds" means the Local Government Public Improvement Bonds, Series A-5-A, of the Authority from time to time Outstanding under the Indenture.

"Series Purchase Termination Date" means with respect to any Standby Bond Purchase Agreement, any event specified therein which permits the Bank to terminate its obligation to purchase Series A-5-A Bonds tendered for purchase as set forth in such Standby Bond Purchase Agreement.

"Short-Term Period" means (a) any period of time of one calendar month's duration, provided that the period commences on the first day of each calendar month and terminates on the last day of such calendar month, (b) any period of time of three calendar months' duration, provided that the period commences on the first day of a calendar month and terminates on the last day of the immediately succeeding third calendar month, and (c) any period of time of six calendar months' duration, provided that the period commences on the first day of a calendar month and terminates on the last day of the immediately succeeding sixth calendar month during which period a Short-Term Rate shall apply to the Series A-5-A Bonds; provided, however, the initial Short-Term Period for the Series A-5-A Bonds initially issued bearing interest at the Short-Term Rate shall commence on the Closing Date for such Series of 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 the TD Standby Bond Purchase Agreement, including any renewals or extensions thereof and any amendments, modifications and supplements thereto, or any other agreement in replacement thereof or in addition thereto from time to time entered into by the Authority with a Bank (including any successor issuer or additional issuer of a Standby Bond Purchase Agreement) in which such Bank agrees, subject to certain terms and conditions, to purchase Series A-5-A Bonds which the Remarketing Agent is unable to remarket and shall be in an amount equal to the outstanding principal amount of the Series A-5-A Bonds covered thereby, plus interest on such Series A-5-A Bonds in an amount equal to the Maximum Rate for a period of time required by any Rating Agency providing a rating on such Series of Bonds as such amount may be amended from time to time.

"Stated Expiration Date" means, with respect to the Standby Bond Purchase Agreement, the date upon which the Bank's obligation to purchase Series A-5-A Bonds thereunder is scheduled to expire, as such date may be extended from time to time.

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

"Swap Agreement" means a written agreement between the Authority and a Swap Counterparty with respect to all or a portion of the Series A-5-A Bonds approved as to form and substance by the Bond Insurer whereby the Authority is entitled to receive Swap Receipts and

Termination Payments from the Swap Counterparty and is obligated to pay Swap Payments and Termination Payments to the Swap Counterparty with respect to all or a portion of the Series A-5-A Bonds.

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

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

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

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

"TD Standby Bond Purchase Agreement" means the Standby Bond Purchase Agreement by and among the Authority, the Trustee and The Toronto-Dominion Bank, acting through its Houston Agency, dated as of May 1, 2002, and all amendments and supplements thereto and extensions thereof.

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

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

"Weekly Period" means any period from and commencing on any Thursday (or in certain circumstances on a Conversion Date from a Daily Rate, Commercial Paper Rate, Short-Term Rate or Medium-Term Rate to a Weekly Rate) and including and ending on the earliest of (a) the next succeeding Wednesday, (b) a Conversion Date, or (c) the Maturity of the Series A-5-A Bonds during which period a Weekly Rate shall apply to the Series A-5-A Bonds.

"Weekly Rate" means the interest rate from time to time in effect for the Series A-5-A Bonds during any Weekly Period, as such rate is determined in accordance with Section 2.05(b) of the Indenture.

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

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

## ARTICLE II The Series A-5-A Bonds

### Section 2.01. Issuance of the Series A-5-A Bonds.

(a) In order to obtain funds to lend to the Borrower to assist in financing the Project and pay costs of issuance in connection with the Series A-5-A Bonds and the Agreement as provided in Section 2.02 hereof, the Authority agrees to issue and deliver its Series A-5-A Bonds. The Series A-5-A Bonds shall be initially issued as bonds bearing interest at the Daily Rate determined as provided in Section 2.05 of the Indenture. The Authority will cause the proceeds received from the sale of the Series A-5-A Bonds to be deposited with the Trustee in the Borrower Account of the Loan Fund pursuant to Section 6.05 of the Indenture, and to the Series A-5-A Bond Account of the Cost of Issuance Fund pursuant to Section 6.10 of the Indenture. Disbursement of funds from the Series A-5-A Bond Account of the Cost of Issuance Fund for the payment of costs of issuance of the Series A-5-A Bonds and costs related to this Agreement are hereby approved. The Authority agrees that the Series A-5-A Bonds may be converted from one Rate Period to any other Rate Period as directed by an Authorized Borrower Representative pursuant to Article II of the Indenture.

(b) The liability of the Authority under the Series A-5-A Bonds shall be enforceable only to the extent of its rights under this Agreement or any amendment or supplement hereto. The Series A-5-A Bonds shall be payable solely from payments made by or on behalf of the Borrower to the Trustee pursuant to the terms of this Agreement.

Section 2.02. Loan. Upon the sale and delivery of the Series A-5-A Bonds, deposit of the proceeds thereof to the Borrower Account of the Loan Fund and the Series A-5-A Bond

Account of the Cost of Issuance Fund as above provided, and receipt by the Trustee, the Bond Insurer, if applicable, the Bank, if applicable, and the Administrator of the submissions required upon the issuance of a Series of Bonds under Section 2.02(c) of the Indenture and Section 6.01 of the Standby Bond Purchase Agreement, if applicable, and receipt by the Trustee, with respect to each disbursement of Loan Funds, of a requisition for funds conforming to the requirements of Section 2.04 hereof, the proceeds of the Series A-5-A Bonds will be loaned to the Borrower in the amount of \$10,000,000 in the manner hereinafter set forth. Proceeds of the Series A-5-A Bonds deposited to the Borrower Account of the Loan Fund and any other funds so deposited shall be and remain funds of the Authority for so long as they are in the Loan Fund and shall become funds of the Borrower only upon disbursement to the Borrower in accordance with the terms hereof. Initially, the Loan shall bear interest at the Daily Rate as set forth in Sections 3.01 and 3.04 hereof.

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

Section 2.04. Disbursements of Loan Proceeds. Pursuant to Section 6.06 of the Indenture, the Authority has authorized and directed the Trustee to use the moneys in the Borrower Account of the Loan Fund solely to pay the Cost of the Project, including the reimbursement of the Borrower for advances and payments made or costs incurred by the Borrower for or in connection with the Project. The Authority shall cause funds to be disbursed by the Trustee from the Borrower Account of the Loan Fund only upon receipt by the Trustee of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as Exhibit A. The initial requisition on the Closing Date shall be made by the Chairman of the Authority and shall be in an amount sufficient to pay costs of issuance of the Series A-5-A 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 6.06, 6.07 and 6.08 of the Indenture, or on such other date as approved by the Administrator. In making any such payment from the Borrower Account of the Loan Fund, the Trustee may rely on a requisition delivered to it pursuant to this Section, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with any such requisitions without inspection of the Project or any other investigation.

Section 2.05. Completion of the Project. Unless the request for final payment fully depletes the Borrower Account of the Loan Fund, when requesting final payment, the Borrower shall cause to be submitted to the Trustee, in addition to the requisition required by Section 2.04 hereof, a certificate signed by an Authorized Borrower Representative in the form attached hereto as Exhibit B. Said certificate shall state that no further funds will be withdrawn from the Borrower Account of the Loan Fund to pay the Cost of the 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 Borrower Account of the Loan Fund upon the filing of the certificate described in this Section, including investment earnings thereon, shall be deposited in the Principal Account of the Series A-5-A Bond Account of the Bond Fund and applied by the Trustee to the redemption of Series A-5-A Bonds on the first redemption date occurring after

such completion, at the applicable optional or mandatory redemption price, and/or shall be deposited in the Interest Account of the Series A-5-A Bond Account and applied by the Trustee to the payment of interest on the Series A-5-A Bonds on the next Interest Payment Date, as shall be directed by the Administrator. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Borrower Account of the Loan Fund and which, under the provisions of this Agreement, will be available for payment of the Cost of the Project, will be sufficient to pay all of the Cost of the Project.

Section 2.06. Investment of Funds; Application of Investment Earnings. Any moneys held by the Trustee in the Borrower Account of the Loan Fund shall be invested or reinvested by the Trustee in Authorized Investments at the direction of the Administrator. Except as otherwise set forth below, all earnings accruing on funds in the Borrower Account of the Loan Fund shall be credited by the Trustee on the 25th day of February, May, August and November, first to the Interest Account in the Series A-5-A Bond Account of the Bond Fund in an amount, which when combined with all other amounts then held therein, does not exceed interest accruing on the Series A-5-A Bonds on the next succeeding Interest Payment Date computed in accordance with Section 3.04 hereof and then to the Additional Payments Account of the Series A-5-A Bond Account of the Bond Fund, provided the amount to be credited to said Accounts on the 25th day of May of each year shall not exceed the amount which when combined with all other amounts then held in said Accounts does not exceed the amount needed to pay principal of and interest on the Series A-5-A Bonds on the next Interest Payment Date, and excess earnings not so credited shall be retained in the Borrower Account of the Loan Fund and credited to the Interest Account on the last day of the following August.

At the written direction of an Authorized Borrower Representative to both the Trustee and the Administrator, all or a portion of the earnings accruing on funds in the Borrower Account within the Loan Fund shall be retained in the Loan Fund or transferred to the Cost of Issuance Fund to be used to pay Costs of the Project and costs of issuance of the Series A-5-A Bonds to the extent not paid on the Closing Date, and to the extent so retained shall not be transferred to the Interest Account of the Series Bond Account in the Bond Fund.

Any such excess earnings in the Series A-5-A Bond Account in the Rebate Fund shall be transferred either to the Interest Account of the Series A-5-A Bond Account of the Bond Fund or retained in the Borrower Account of the Loan Fund if so directed by an Authorized Borrower Representative. All income derived from the investment of moneys on deposit in the Principal Account, Interest Account and Additional Payments Account of the Series A-5-A Bond Account of the Bond Fund shall be credited to the Additional Payments Account of the Series A-5-A Bond Account of the Bond Fund and applied to the payment of Additional Payments next due. To the extent amounts on deposit in the Additional Payments Account exceeds the Additional Payments next coming due, such excess amounts may be transferred to the Interest and/or Principal Account.

Section 2.07. Interest Rate Conversions. Effective on any Adjustment Date for a Daily Period, Weekly Period, Short-Term Period and a Medium-Term Period, the Borrower shall have the right and option, with the written approval of the Administrator on behalf of the Authority and the Remarketing Agent, to convert the Series A-5-A Bonds to a different Rate Period as

provided in Section 2.06 of the Indenture or, with the written approval of the Administrator on behalf of the Authority and the Remarketing Agent, and on any Adjustment Date to change the duration of the Short-Term Rate Period or Medium-Term Rate Period for the Series A-5-A Bonds, as provided in Section 2.07 of the Indenture. The exercise of the option to convert to a different Rate Period or change the duration of a Short-Term Period or Medium-Term Period shall be by delivery of a Borrower Request to the Administrator on behalf of the Authority and the Trustee at the times and in the manner set forth in the Indenture. In the event of a Failed Conversion or optional tender for purchase by a Holder of a Series A-5-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 Borrower.

Section 2.08. Tax Status of the Series A-5-A Bonds. It is the intention of the parties hereto that the interest on the Series A-5-A Bonds be and remain excluded from gross income for federal income tax purposes, and to that end the Borrower hereby represents, warrants and agrees as follows:

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

- (c) Neither the obligations of the Borrower under this Agreement nor the Series A-5-A Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.

Section 2.09. Rights of the Bond Insurer.

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

- (i) a copy of the annual audited financial statements and annual budget of the Borrower, to be furnished within thirty (30) days of their release by the Borrower;
- (ii) a copy of any notice to be given to the registered owners of the Series A-5-A Bonds, or any of them, including, without limitation, notice of any redemption of or defeasance of all or any portion of the Series A-5-A Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Series A-5-A Bonds; and
- (iii) such additional information as the Bond Insurer shall reasonably request.

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

(c) The Borrower will permit the Bond Insurer to discuss the affairs, finances and accounts of the Borrower or any information Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Borrower. The Trustee or the Borrower, as appropriate, will permit the Bond Insurer to have access to the Project and have access to and to make copies of all books and records relating to the Series A-5-A Bonds at any reasonable time.

(d) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, the Trustee shall immediately notify the Bond Insurer on any Loan Repayment Date if there are insufficient moneys to make any payment of principal of or interest on the Series A-5-A Bonds or any Additional Payments when and as required by this Agreement or the Indenture or upon the occurrence of any Event of Default under the Indenture or this Agreement provided that the Trustee shall be required to give such notice only if it has actual knowledge of such Event of Default.

ARTICLE III  
Payment Obligations of Borrower

Section 3.01. Principal and Interest Payments. Notwithstanding any other provision of this Loan Agreement, the Borrower agrees to pay to the Trustee, for the account of the Authority,

(i) an amount equal to the aggregate principal amount of the Series A-5-A Bonds, (ii) as interest on its obligation to pay such amount, amounts equal to the interest on the Series A-5-A Bonds (including interest at the Bank Rate and Excess Interest, if applicable, for any period during which such Series A-5-A Bonds are Bank Bonds), and (iii) amounts equal to the Swap Payments due from time to time under the Swap Agreement, if any; such amounts to be paid in installments on each Loan Repayment Date, without notice or demand, to be deposited by the Trustee to the Bond Fund to be applied to the payment of principal of and interest on the Series A-5-A Bonds, whether at maturity or upon redemption, and to the payment of Swap Payments.

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

- (a) The fees and expenses of and other amounts payable to the Bank, if applicable, under the Standby Bond Purchase Agreement relating to the Series A-5-A Bonds, including, but not limited to, the Final Excess Interest Amount, if any, and the Borrower's Proportionate Share of the fees and expenses of and other amounts payable to the Bank under the Standby Bond Purchase Agreement which are determined by the Administrator to be fees and expenses common to other Series of Bonds covered by the Standby Bond Purchase Agreement.
- (b) The fees and expenses of the Remarketing Agent under the Remarketing Agreement relating to the Series A-5-A Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of the Remarketing Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the Daily Rate Period, the Weekly Rate Period, the Commercial Paper Period, the Short-Term Rate Period or the Medium-Term Rate Period
- (c) The fees and expenses of the Trustee under the Indenture relating to the Series A-5-A Bonds, including all expenses necessary to prepare notices of redemption or purchase of Series A-5-A Bonds or to cancel and discharge the Indenture with respect to the Series A-5-A Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Trustee which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (d) The fees and expenses of the Bond Insurer under the Bond Insurance, the Surety Bond, and the Guaranty Agreement relating to the Series A-5-A Bonds, together with all amounts payable by the Authority under the Guaranty Agreement and the Borrower's Proportionate Share of any of the foregoing which are determined by the Administrator to be fees, expenses and payments which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

- (e) The annual fee of the Authority in the amount of .005% of the Outstanding principal amount of the Series A-5-A Bonds plus any expenses of the Authority hereunder or under the Indenture relating to the Series A-5-A Bonds and the Borrower's Proportionate Share of the expenses of the Authority hereunder or under the Indenture which are determined by the Administrator to be expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (f) The reasonable fees and expenses of the Administrator relating to the Series A-5-A Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Administrator which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (g) The fees and expenses of the Bond Counsel, the Underwriter and other costs of issuance relating to the Series A-5-A Bonds.
- (h) Rating agency fees relating to the Series A-5-A Bonds and the Borrower's Proportionate Share of the rating agency fees which are determined by the Administrator to be fees which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (i) Any amounts required to be paid to the U.S. Government as arbitrage rebate as determined pursuant to Section 148(f) of the Code with respect to the Series A-5-A Bonds, payable on demand.
- (j) Any Termination Payments required to be paid by the Authority under the Swap Agreement.
- (k) Such other reasonable fees and expenses relating to the Series A-5-A Bonds, including, but not limited to, the Borrower's Proportionate Share of any such fees and expenses, including costs associated with any conversion, substitute Bond Insurance or substitute Standby Bond Purchase Agreement.

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

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

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

- (a) (i) With respect to the interest portion of each Loan Repayment while the Series A-5-A Bonds are in the Daily Rate Period and the Weekly Rate Period, the amount thereof shall be equal to the interest on the Series A-5-A Bonds, as computed by the Trustee, at the Daily Rates or Weekly Rates in effect for the applicable Loan Repayment computation period, which period shall commence on the later of the Closing Date, the Conversion Date to the Daily Rate or the Weekly Rate, or the first day of the quarter in which such Loan Repayment is due to and ending on the last day of the quarter in which such Loan Repayment is due; provided the amount of interest which will accrue on the Series A-5-A Bonds (the "Estimated Amount") for the period from and after the date the Trustee computes the Loan Repayment to the end of the computation period (the "Estimated Period") will be computed using an assumed interest rate equal to the rate in effect on the Adjustment Date next preceding the Loan Repayment Date plus 200 basis points for the Estimated Period, and will be reduced by the amount by which the Estimated Amount for the Estimated Period in the preceding quarter exceeded the actual interest accrual during such period.
  - (ii) With respect to the interest portion of each Loan Repayment while the Series A-5-A Bonds are in the Short-Term Rate Period, the Medium-Term Rate Period and the Fixed Rate Period, the amount thereof shall be equal to the interest on the Series A-5-A Bonds, as computed by the Trustee, at the Short-Term Rate, Medium-Term Rate or Fixed Rate in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, Conversion Date to the Medium-Term Rate Period or Period Adjustment Date to another Medium-Term Rate Period or the Conversion Date to the Fixed Rate, as applicable, and end on the last day of such Rate Period.
  - (iii) With respect to the interest portion of each Loan Repayment while the Series A-5-A Bonds are in the Commercial Paper Period, the amount shall be equal to the interest on the Series A-5-A Bonds as computed by the Trustee at the Commercial Paper Rate in effect for the Calculation Period.
- (b) With respect to the principal portion of each of the Loan Repayments, the amount thereof shall be equal to next ensuing principal reduction requirement on the Loan set forth on Exhibit C attached hereto, payable on the 25th day of May in the year of each principal reduction date shown on Exhibit C, unless the Series A-5-A Bonds are Bank Bonds and the Bank Bond Term Date has occurred.

- (c) With respect to the Additional Payments portion of each of the Loan Repayments, the amount thereof shall be computed, as provided in Section 3.02 hereof, for any period commencing on the Closing Date, applicable Conversion Date, or the Business Day on which an Additional Payment was last paid to and ending on the day next preceding the Business Day on which the Additional Payment is due.
- (d) If the Borrower has approved and the Authority has executed and delivered a Swap Agreement, with respect to the Series A-5-A Bonds in accordance with Section 2.02(h) of the Indenture, the Loan Repayments shall include any Swap Payments to be made to the Swap Counterparty under the Swap Agreement. Any Swap Receipts received from the Swap Counterparty under the Swap Agreement shall be deposited as provided in Section 6.02 of the Indenture and applied to pay interest on the Series A-5-A 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 the Standby Bond Purchase Agreement, the Series A-5-A Bonds will be purchased by the Bank pursuant to the terms of the Standby Bond Purchase Agreement. If the Series A-5-A Bonds are purchased by the Bank under the Standby Bond Purchase Agreement, during the period they are held by the Bank as Bank Bonds they will bear interest calculated and payable as set forth in the Standby Bond Purchase Agreement (including interest at the Bank Rate and Excess Interest, if applicable) which will result in an increase in the amount of the Loan Repayments. Upon the purchase of Series A-5-A Bonds by the Bank, the interest will continue to be payable on the Series A-5-A Bonds as set forth in the Standby Bond Purchase Agreement on each Interest Payment Date for Bank Bonds using the Bank Rate, and the principal will be payable as provided in Section 3.04(b) above until the Bank Bond Term Date (which is a date on which the Standby Bond Purchase Agreement expires or terminates by its terms or as the result of certain events of termination defined in the Standby Bond Purchase Agreement), as such term is more specifically defined in the Indenture. With respect to the Series A-5-A Bonds purchased by the Bank under the TD Standby Bond Purchase Agreement (or any other Standby Bond Purchase Agreement which provides for term repayment through mandatory sinking fund redemption of Bank Bonds in accordance with Section 3.03(b) of the Indenture, as supplemented by the Series A-5-A Supplemental Indenture of Trust, from and after the Bank Bond Term Date; the Outstanding principal amount of Bank Bonds shall be payable over a term of seven (7) years (or the remaining term of the Series A-5-A Bonds, whichever is less) in approximately equal semi-annual installments, commencing on the first Business Day in March or September occurring after the Bank Bond Term Date, and on the first Business Day of each March and September thereafter until the principal of and interest on all Bank Bonds have been paid in full, and on the final semi-annual 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 seven-year term and (2) in the Bank's discretion, if requested by the Administrator on behalf of the Authority, one or more of the first two installments with respect to the Bank Bonds may be postponed and paid on a date determined by the Bank not later than the date the third such installment is due. Any amount received by the Bank pursuant to this section may, at the Bank's option, be applied to pay any interest on such Bank Bonds which is overdue as of the date of such receipt. The Borrower agrees to make payments of principal with respect to the Loan in equal semi-annual installments in such amounts as will enable the Trustee to pay principal on the Bank Bonds in full as set forth above and as set forth in the Standby Bond Purchase Agreement. Notwithstanding the above, the time and amount of these payments may be revised by the Authority with the consent of the Bond Insurer, the Bank and the Borrower upon receipt of an Opinion of Bond Counsel that such revised schedule of payments will not adversely affect the exclusion from gross income of interest on the Series A-5-A Bonds for federal income tax purposes. Prior to the Bank Bond Term Date, the Administrator shall provide to the Borrower, the Trustee, the Bond Insurer and the Bank an amortization schedule approved by the Bank implementing the provisions of this Subparagraph (e) relating to Loan Repayments of the Bank Bonds and the Borrower will make all payments under this Subparagraph (e) in accordance with said schedule.

- (f) All payments of interest shall be reduced to the extent investment earnings on the Borrower Account of the Loan Fund have been credited to the Interest Account on the 25th day of each February, May, August and November as provided in and subject to the limitations of Section 2.06 hereof, and the Additional Payments shall be reduced to the extent of excess investment earnings on the Borrower Account of the Loan Fund not credited to the Interest Account and investment earnings on the Interest Account, the Principal Account and the Additional Payments Account of the Series A-5-A Bond Account of the Bond Fund which have been credited to the Additional Payments Account on the 25th day of each February, May, August and November 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 (the "Estimated Amount") for the period from and after the date the Trustee computes a Loan Repayment to the end of the quarter for which the computation is made (the "Estimated Period") 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 Estimated Amount of earnings, and will be increased by the amount by which the actual earnings during the Estimated Period for the previous quarter exceeded the Estimated Amount for said Period. If funds in the Borrower Account of the Loan Fund are invested in investments bearing interest at a variable rate, then the interest rate used by the Trustee for estimating the Estimated Amount of earnings

shall be a zero rate of interest from the date earnings on such investments were last credited to the Borrower Account of the Loan Fund.

- (g) It is the intention of the Authority and the Borrower that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Authority, shall receive funds from or on behalf of the Borrower in such amounts and at such times as, together with any Swap Receipts actually received by the Trustee under the Swap Agreement, will enable the Authority to pay when due all obligations for the payment of principal of and premium, if any, and interest on the Series A-5-A Bonds (including during any period that any Series A-5-A Bonds are Bank Bonds), for the payment of all Swap Payments payable by the Authority under the Swap Agreement and for payment of all Additional Payments payable by the Borrower. The Borrower shall have the right, on behalf of the Authority, to enforce the payment and collection of Swap Receipts under a Swap Agreement for deposit with the Trustee. It is further intended that the earnings on the Borrower Account of the Loan Fund and the Interest Account and the Additional Payments Account of the Series A-5-A Bond Account of the Bond Fund will be sufficient to pay the interest and Additional Payment components of the Loan Repayments relating to the portion of the Loan not disbursed from the Loan Fund, subject to the limitations of Section 2.06 hereof. In the event said earnings are not sufficient to make such payments, the Borrower shall pay the deficiency in the manner and at the times required herein for Loan Repayments in consideration for the agreement by the Authority to continue to make the amounts therein available to be disbursed by the Authority.

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

Section 3.06. Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder (including Additional Payments) and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority, the Bond Insurer, the Bank or the Trustee. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the 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 Authority, the Bond Insurer, the Bank, the Trustee or the Remarketing Agent 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 Authority, the Trustee or the Remarketing Agent from the performance of any of their respective obligations hereunder or under any documents related hereto, and in the event the Authority, the Trustee, or the Remarketing Agent should fail to perform any such obligation the Borrower may institute such action as the Borrower may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

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

Section 3.08. Rebate Covenants of Borrower.

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

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

(c) Not later than fifty-eight (58) days following each Installment Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series A-5-A Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States with respect to such Installment Computation Date.

(d) Not later than fifty-eight (58) days following the Final Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series A-5-A Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States as of the Final Computation Date.

(e) The Borrower shall not make, or permit to be made, any payment, or agreement to pay, to a party other than the United States, any amount that is required to be paid to the United States by entering into a transaction that reduces the amount required to be paid pursuant to Section 148(f) of the Code because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series A-5-A Bonds not been relevant to either party (the failure to invest, or direct investment of, moneys that could be invested shall constitute an agreement to pay that results in such a smaller profit for the purposes of this subsection).

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

(g) None of the foregoing provisions of this Section 3.08 need be observed, and, anything herein or in the Indenture to the contrary notwithstanding, this Section 3.08 may be amended, supplemented or terminated by the Authority, the Trustee and the Borrower, (i) if the Administrator files a certificate with the Trustee stating that the rebate exceptions set forth in the Arbitrage Certificate of the Borrower have been fulfilled, (ii) if the Authority receives an opinion of Bond Counsel, in form and substance satisfactory to the Trustee, that (I) the failure to observe such covenants or entering into such amendments or supplements, will not cause the Series A-5-A Bonds to become arbitrage bonds under Section 148 of the Code or otherwise adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation or (II) additional or different regulatory or statutory provisions must be complied with for the interest on the Series A-5-A Bonds to remain excludable from gross income for federal income tax purposes.

#### ARTICLE IV Representations and Covenants

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

- (a) The Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series A-5-A Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

- (b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.
- (c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).
- (d) By resolution duly adopted by the Board of Directors of the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of the Indenture, this Agreement and the Series A-5-A Bonds, the due performance of all obligations of the Authority hereunder, under the Indenture and under the Series A-5-A Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.
- (e) This Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a legal, valid and binding obligation of the Authority. The Series A-5-A Bonds will constitute legal, valid and binding limited special obligations of the Authority and will be payable solely from the Trust Estate and any amounts otherwise available under the Indenture, and will be entitled to the benefit of the Indenture. None of the Authority (except to the foregoing extent), Blount County, the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Borrower from the Authority) indirectly, to pay the principal of or premium, if any, or interest on the Series A-5-A Bonds. The Authority has no taxing power.
- (f) The execution and delivery by the Authority of this Agreement, the Series A-5-A Bonds, and the Indenture and the consummation of the transactions contemplated in each of the foregoing will not violate any indenture, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof.
- (g) The Authority will apply or cause to be applied the proceeds of the Series A-5-A Bonds in accordance with the Indenture and this Agreement.

- (h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Indenture or the Series A-5-A Bonds or which, in any way, would adversely affect the validity of this Agreement, the Series A-5-A Bonds, the Indenture or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (i) The Authority covenants that it will not pledge the amounts derived from this Agreement other than to secure the Series A-5-A Bonds.

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

- (a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Agreement.
- (b) With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Indenture.
- (d) This Agreement has been duly authorized executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. To the extent permitted by applicable law, the defense of sovereign immunity is not available to the Borrower in any proceedings by the Authority or the Trustee to enforce any of the obligations of the Borrower under this Agreement and, to the fullest extent permitted by law, the Borrower consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.

- (e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Agreement.
- (f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgement or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.
- (g) So long as any Series A-5-A Bonds are Outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the 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 Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series A-5-A Bonds advanced to it to be applied in a manner contrary to that provided in the Indenture and this Agreement.
- (i) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series A-5-A Bonds to be includable in the gross income of owners thereof for federal income tax purposes.
- (j) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

- (k) The Borrower approves the issuance of the Series A-5-A Bonds and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.
- (l) The Borrower covenants and agrees to provide annual audited financial statements to the Administrator as soon as reasonably practical upon their becoming available and, upon request, such other financial information as shall be reasonably requested to the Administrator, the Bank, the Bond Insurer and the Authority.
- (m) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Indenture, the Purchase Agreement, the Remarketing Agreement, the Standby Bond Purchase Agreement and the Program Administration Agreement.
- (n) The interest on the Agreement is intended to be excludable from gross income for purposes of Federal income taxation.
- (o) The Borrower covenants and agrees to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Authority, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.
- (p) All information provided to the Authority in this Agreement or in any other document or instrument with respect to the Loan, this Agreement or the 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 V Events of Default

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

- (a) the payments required by Sections 3.01 through 3.02 are not paid punctually when due;
- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the

Authority or the Trustee shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 30 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the 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 Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or
- (e) the Borrower shall contest the validity of enforceability of any provision of this Agreement.

Section 5.02. Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Agreement), the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Series A-5-A Bonds and the Bond Insurer, at any time thereafter and while such Event of Default shall continue, shall notify the Bond Insurer within five Business Days, and may, at its option, with the consent of the Bond Insurer and subject to the provisions of the Indenture, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

ARTICLE VI  
Prepayment

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

Section 6.02. Optional Prepayment Price.

(a) If the Series A-5-A Bonds are bearing interest at the Daily Rate, Weekly Rate, the Commercial Paper Rate and the Short-Term Rate at the time of prepayment, the prepayment amount shall be the Outstanding principal amount of the Series A-5-A Bonds as of the designated Redemption Date, plus interest and Additional Payments accrued thereon to the Redemption Date of the Series A-5-A Bonds.

(b) If the Series A-5-A Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate at the time of prepayment, the prepayment amount shall be the applicable Redemption Price as set forth in Section 3.02(b) of the Indenture, plus interest accruing between the Prepayment Date and the Redemption Date (or, if said investment earnings exceed interest accrued during said period, less said excess), plus Additional Payments accrued to the Redemption Date.

(c) If any of the Series A-5-A Bonds are Bank Bonds at the time of prepayment, the prepayment amount with respect to the Bank Bonds shall be the Outstanding principal amount of the Bank Bonds, plus Additional Payments and interest (including interest at the Bank Rate and Excess Interest, if applicable) accrued to the Redemption Date.

Section 6.03. Notice of Prepayment. The Borrower shall give notice of its intent to prepay its Loan to the Trustee, the Administrator, the Bank (if applicable) or to the Agent on behalf of the Bank and the Bond Insurer (if applicable) in the manner for giving notices hereunder pursuant to Section 7.07 hereof at least forty-five (45) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay its Loan or a portion thereof, the proposed Prepayment Date, the proposed Redemption Date for the Series A-5-A Bonds and, in the case of a partial prepayment, the principal amount of the Series A-5-A Bonds to be redeemed. The Borrower shall cause the Administrator to instruct the Trustee as to the investment of the funds so deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower, and the Authority and Trustee are entitled to rely on said instructions. After the notice of prepayment has been given as above provided, the Series A-5-A Bonds shall not be converted from one Interest Rate Mode to another Interest Rate Mode and Series A-5-A Bonds bearing interest at the Medium-Term Rate shall not be changed to a different Medium-Term Rate Period after the notice of prepayment has been given as above provided.

Section 6.04. Partial Prepayment. If the Borrower exercises its right and option to prepay the Loan in part, the prepayment shall be in an amount such that the Series A-5-A Bonds remaining Outstanding after the Redemption Date will be in an Authorized Denomination and no

portion of a Series A-5-A Bond shall be redeemed that would result in a Series A-5-A Bond remaining Outstanding that is smaller than the minimum Authorized Denomination for the Series A-5-A Bonds. The principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit A as Borrower shall elect by written notice to the Trustee.

Section 6.05. Deposit of Prepayment Amount. If the Series A-5-A Bonds are bearing interest at the Daily Rate, the Commercial Rate, the Weekly Rate, or the Short-Term Rate, the prepayment amount shall be deposited with the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Redemption Date. If the Series A-5-A Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate, the prepayment amount shall be deposited on any date prior to the Redemption Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series A-5-A Bonds are Outstanding and unpaid, and until the Borrower shall have discharged or made provision satisfactory to Authority for the discharge of, all of its obligations under this Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

## ARTICLE VII Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, the Administrator and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee, the Administrator and the Authority (the Trustee, each successor trustee, the Authority, the Administrator and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, wilful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the duties of the Trustee, the Administrator and the Authority thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Borrower, this Agreement or the Series A-5-A Bonds), including enforcement of this Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse

each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Agreement.

## ARTICLE VIII Miscellaneous

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

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

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

Section 8.04. Amendments, Changes and Modification. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Series A-5-A Bonds and prior to the payment in full of the Series A-5-A Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, the Bank (if applicable) and to the extent such amendment would affect the rights or obligations of a Swap Counterparty, the Swap Counterparty under a Swap Agreement, and the Bond Insurer (if applicable) given in accordance with the provisions of the Indenture.

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

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

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at Courthouse, 341 Court Street, Maryville, Tennessee 37804, Attention: County Executive; (b) if to the Authority, addressed to the Authority, Attention: Executive Director, 381 Court Street, Maryville, Tennessee 37804, with a copy to the Authority's counsel, Crawford, Crawford & Newton, First American Bank Building, P.O. Box 4338, Maryville, Tennessee 37802, Attention: Norman Newton, Esq.; (c) if the Administrator, at The Farragut Building, 530 South Gay Street, Suite 800, Knoxville, Tennessee 37902, Attention: Joseph K. Ayres; (d) if to the Trustee, addressed to the Trustee at 315 Union Street, Nashville, Tennessee 37201, Attention: Corporate Trust Administration; (e) if to the Bond Insurer, Ambac Assurance Corporation, One State Street Plaza, New York, New York 10004; (f) if to the Bank, The Toronto-Dominion Bank, acting through its Houston Agency, 909 Fannin Street, Suite 1700, Houston, Texas 77010-1007, with a copy to The Toronto-Dominion Bank, 31 West 52<sup>nd</sup> Street, New York, New York 10019, Attention: Public Finance Department, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Indenture.

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

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

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

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

Section 8.12. No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability

of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Agreement.

Section 8.13. Refunding of the Series A-5-A Bonds. The Series A-5-A Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Borrower. In the event the Series A-5-A Bonds are refunded by Bonds issued by the Authority, all references in this Agreement to (i) the Series A-5-A Bonds shall be deemed to refer also to the refunding bonds, (ii) the Indenture shall be deemed to refer also to the indenture or other instrument pursuant to which the refunding bonds are issued, and (iii) any funds or accounts referred to herein shall be deemed to refer also to the corresponding funds or accounts established under the indenture or other instrument pursuant to which the refunding bonds are issued.

Section 8.14. Continuing Disclosure. In the event the Series A-5-A Bonds are not exempt under Section 15c2-12, the Borrower hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, as required by Rule 15c2-12 of the Securities Exchange Commission for the Series A-5-A Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series A-5-A Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Borrower to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series A-5-A Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Borrower to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 8.15. Allocation for Purposes of Section 265. The Borrower hereby agrees that the proceeds of the Series A-5-A Bonds and of the Loan shall be allocated to it for purposes of Section 265 of the Code.

*[Signature Page Follows]*

IN WITNESS WHEREOF, THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE, has executed this Loan Agreement by causing its name to be hereunto subscribed by its Vice-Chairman and attested by its Secretary; and BLOUNT COUNTY, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its County Executive and County Clerk, all being done as of the day and year first above written, but with an effective date of June 27, 2002.

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

(SEAL)

By:   
Vice-Chairman

ATTEST:

  
Secretary

BLOUNT COUNTY, TENNESSEE

(SEAL)

By:   
County Executive

ATTEST:

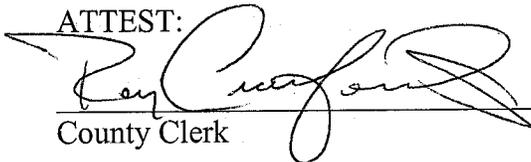
  
County Clerk

EXHIBIT A  
REQUISITION  
Series A-5-A Bonds

REQUISITION NO. \_\_\_\_\_

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a Loan Agreement (the "Loan Agreement"), dated as of June 1, 2002, by and between The Public Building Authority of Blount County, Tennessee and Blount County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 2.04 of the Loan Agreement, as follows:

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
BLOUNT COUNTY, TENNESSEE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Funding Date: Thursday, \_\_\_\_\_, \_\_\_\_\_.

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

After execution, fax the Requisition as follows.

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

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

EXHIBIT B

COMPLETION CERTIFICATE

Series A-5-A Bonds

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a Loan Agreement ("Loan Agreement"), dated as of June 1, 2002, by and between The Public Building Authority of Blount County, Tennessee and Blount County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 2.05 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

3. The Authority and the Trustee are directed to apply any excess funds remaining in the Borrower Account of the Loan Fund under the Loan Agreement in accordance with the provisions of Section 2.05 of the Loan Agreement.

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

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

BLOUNT COUNTY, TENNESSEE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

PRINCIPAL REDUCTION SCHEDULE

<u>Date</u> <u>(May 25)</u>	<u>Principal</u>
2029	\$6,430,000
2030	3,570,000

Issuer's No. \_\_\_\_\_  
(To be filled out by State)

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Chapter 402, Public Acts of 1989)

1. Issuer:

Name Blount County, Tennessee

Address 341 Court Street  
Maryville, Tennessee 37804  
Series A-5-A Loan Agreement

2. Debt obligation:  a. Bond  
 b. CON  
 c. BAN  
 d. GAN  
 e. Lease/Lease Purchase  
 f. Loan Agreement

5. Face Amount of Debt Obligation \$10,000,000

6. Type of sale:  a. Competitive Public Sale  
 b. Negotiated  
 c. Loan Program TN LOANS<sup>SM</sup>  
(specify)

3. Security for Debt Obligation:  
 a. General Obligation  
 b. General Obligation Revenue and Tax  
 c. Revenue  
 d. Annual Appropriations

7. Tax Status:  
a. X Tax Exempt b. \_\_\_\_\_ Taxable

8. Dated Date: 6/27/02

4. Purpose of Issue:	Percent of Issue:
<input type="checkbox"/> a. General Government	_____
<input checked="" type="checkbox"/> b. Education	<u>90%</u>
<input checked="" type="checkbox"/> c. Highways and Streets	<u>10%</u>
<input type="checkbox"/> d. Public Safety	_____
<input type="checkbox"/> e. Solid Waste Disposal	_____
<input type="checkbox"/> f. Industrial Park	_____
<input type="checkbox"/> g. Manufacturing Facilities	_____
<input type="checkbox"/> h. Health Facilities	_____
<input type="checkbox"/> i. Airports	_____
<input type="checkbox"/> j. Utilities	_____
<input type="checkbox"/> i. Water	_____
<input type="checkbox"/> ii. Sewer	_____
<input type="checkbox"/> iii. Electric	_____
<input type="checkbox"/> iv. Gas	_____
<input type="checkbox"/> k. Refunding or Renewal	_____
<input type="checkbox"/> l. Other _____	_____
specify _____	_____

9. Issue Date (Closing Date): 6/27/02

10. Rating:  
a. Moody's \_\_\_\_\_  
b. Standard & Poor's \_\_\_\_\_  
c. Unrated X

11. Interest Cost:  a. TIC  
VR %  b. NIC  
 c. Variable  
 d. Other

12. Recurring Costs:  
a. Remarketing Agent Fees \$(see reverse side)  
b. Liquidity Fees \$ \_\_\_\_\_  
c. Credit Enhancement Fees \$ \_\_\_\_\_

SEE REVERSE SIDE



Issuer's No. \_\_\_\_\_  
(To be filled out by State)

**REPORT ON DEBT OBLIGATION**  
**(Pursuant to Chapter 402, Public Acts of 1989)**

1. Issuer:

Name The Public Building Authority of Blount County, Tennessee

Address 381 Court Street  
Maryville, Tennessee 37804  
Local Government Public Improvement Bonds, Series A-5-A

2. Debt obligation:  a. Bond  
 b. CON  
 c. BAN  
 d. GAN  
 e. Lease/Lease Purchase  
 f. Loan Agreement

5. Face Amount of Debt Obligation \$10,000,000

6. Type of sale:  a. Competitive Public Sale  
 b. Negotiated  
 c. Loan Program TN LOANS<sup>SM</sup>  
(specify)

3. Security for Debt Obligation:

a. General Obligation  
 b. General Obligation Revenue and Tax  
 c. Revenue  
 d. Annual Appropriations

7. Tax Status:  
a. X Tax Exempt b. \_\_\_\_\_ Taxable

8. Dated Date: 6/27/02

4. Purpose of Issue:	Percent of Issue:
<input type="checkbox"/> a. General Government	_____
<input checked="" type="checkbox"/> b. Education	<u>90%</u>
<input checked="" type="checkbox"/> c. Highways and Streets	<u>10%</u>
<input type="checkbox"/> d. Public Safety	_____
<input type="checkbox"/> e. Solid Waste Disposal	_____
<input type="checkbox"/> f. Industrial Park	_____
<input type="checkbox"/> g. Manufacturing Facilities	_____
<input type="checkbox"/> h. Health Facilities	_____
<input type="checkbox"/> i. Airports	_____
<input type="checkbox"/> j. Utilities	_____
<input type="checkbox"/> i. Water	_____
<input type="checkbox"/> ii. Sewer	_____
<input type="checkbox"/> iii. Electric	_____
<input type="checkbox"/> iv. Gas	_____
<input type="checkbox"/> k. Refunding or Renewal	_____
<input type="checkbox"/> l. Other _____	_____
specify _____	_____

9. Issue Date (Closing Date): 6/27/02

10. Rating:

a. Moody's Aaa  
b. Standard & Poor's \_\_\_\_\_  
c. Unrated \_\_\_\_\_

11. Interest Cost:  a. TIC  
VR %  b. NIC  
 c. Variable  
 d. Other

12. Recurring Costs:

a. Remarketing Agent Fees \$ 12.5 bp  
b. Liquidity Fees \$ 12.50 bp  
c. Credit Enhancement Fees \$ -0-

SEE REVERSE SIDE

\*Term Bond maturing June 1, 2030 with mandatory sinking fund payment

13. Maturity Dates, Amounts and Interest Rates

Year	Amount	Interest Rate
2029	\$6,430,000	VR
2030	3,570,000	VR

Year	Amount	Interest Rate

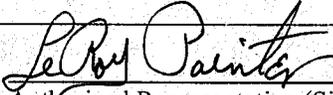
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No. of Years \_\_\_\_\_  
(To be filled out by state.)

14. Itemized Description of the Cost of Issuance  
(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees	\$ _____	_____
b. Legal Fees		
i. Bond Counsel	\$ _____	<u>Bass, Berry &amp; Sims PLC</u>
ii. Issuer's Counsel	\$ _____	<u>Crawford, Crawford &amp; Newton</u>
iii. Trustee's Counsel	\$ _____	_____
Bank Counsel	\$ _____	<u>Chapman and Cutler</u>
c. Paying Agent Fees and Registration Fees	\$ _____	_____
d. Trustee Fees	\$ _____	<u>Regions Bank</u>
e. Remarketing Agent Fees	\$ _____	_____
f. Liquidity Fees	\$ _____	_____
g. Rating Agency Fees	\$ _____	<u>Moody's Investors Service</u>
h. Credit Enhancement Fees	\$ _____	<u>Ambac Assurance Corporation</u>
i. Underwriter's Discount (%)	\$ _____	<u>Cumberland Securities, Division of Morgan Keegan &amp; Company, Inc.</u>
i. Take Down	\$ _____	_____
ii. Management Fee	\$ _____	_____
iii. Risk Premium	\$ _____	_____
iv. Underwriter's Counsel	\$ _____	<u>Sharp &amp; Ripley, PLLC</u>
v. Other Expenses	\$ _____	_____
j. Printing and Advertising Fees	\$ _____	_____
k. Issuer Fees	\$ _____	_____
l. Misc. Costs	\$ _____	_____
m. Other Costs	\$ _____	_____
n. Total Costs	\$ _____	_____

\*If other costs are included, please itemize  
Note: Please enclose a copy of the DISCLOSURE STATEMENT or OFFICIAL STATEMENT if one was developed.

15. 	<u>Joseph K. Ayres</u>
Authorized Representative (Signature)	Preparer (Please Type or Print Legibly)
<u>LeRoy Painter</u>	<u>Managing Director</u>
Authorized Representative (Please Type or Print Legibly)	Title
<u>Vice-Chairman</u>	<u>Morgan Keegan &amp; Company, Inc.</u>
Title	Firm
<u>6/27/02</u>	<u>6/27/02</u>
Date	Date

SEND TO: Director • Division of Local Finance • Suite 1600 • James K. Polk State Office Building • Nashville, Tennessee 37243-0274



INDENTURE OF TRUST

between

THE PUBLIC BUILDING AUTHORITY OF BLOUNT  
COUNTY, TENNESSEE

and

REGIONS BANK  
as Trustee

---

Dated as of February 1, 2003

---

Relating to

Not to Exceed  
\$500,000,000  
Local Government Public  
Improvement Bonds

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## INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of February 1, 2003, between THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), a public corporation of the State of Tennessee, and REGIONS BANK, an Alabama banking corporation organized under the laws of the State of Alabama, with its corporate trust office in Nashville, Tennessee, as trustee (the "Trustee"),

### WITNESSETH:

WHEREAS, the Authority has been formed pursuant to Chapter 10 of Title 12 of Tennessee Code Annotated (the "Act") for the purposes set forth in the Act; and

WHEREAS, pursuant to the provisions of the Act, the Authority is authorized to enter into loan agreements with incorporated cities or towns, counties, metropolitan governments, school districts or other municipal, governmental bodies or political subdivisions in the State of Tennessee and any agency, authority, corporation or instrumentality thereof ("Borrowers") for the purpose of financing the costs of any undertaking ("Project") which is eligible to be financed by bonds, notes or other obligations of an incorporated city or town, county, metropolitan government, school district or other municipal, governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof; and

WHEREAS, pursuant to the provisions of the Act, the Authority may from time to time authorize the issuance and sale of its revenue bonds to provide funds for the purpose of financing, refinancing, acquiring, erecting, extending, improving, equipping or repairing any Project, acquiring sites necessary and convenient for such Project, paying architectural, engineering, legal, financing and bond insurance expenses, and funding interest on such revenue bonds during construction of any Project and for up to six months after the estimated date of completion of such Project; and

WHEREAS, as security for the payment of the principal of and interest on its bonds, the Authority may assign and pledge all or any part of its interest in and rights under the loan agreements relating to the Projects financed to any Series of Bonds; and

WHEREAS, the Authority is authorized by the Act and deems it necessary and desirable to undertake a loan program to assist Borrowers to finance, refinance, acquire, erect, extend, improve, equip and repair Projects (the "Loan Program"), and to that end has duly authorized the issuance of its bonds, to be known as its Local Government Public Improvement Bonds, to be sold and delivered from time to time in series in the maximum aggregate principal amount of \$500,000,000 (all bonds from time to time outstanding under the terms of this Indenture are hereinafter referred to as the "Bonds"), the proceeds of said Bonds to be used to make loans to Borrowers to finance Projects pursuant to Loan Agreements and to pay costs of issuance of the Bonds; and

WHEREAS, to secure the payment of the principal of, interest on, and redemption premium, if any, on the Bonds and the performance and observance of the covenants and

conditions herein contained the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority has heretofore entered into or will hereafter enter into a Loan Agreement with each Borrower which will be pledged and assigned by the Authority to the Trustee (except for certain rights reserved under this Indenture) with payments made thereunder by each Borrower to be used to pay principal of, interest on, and redemption premiums, if any, on the Series of Bonds issued to fund its related Loan Agreement; and

WHEREAS, the Authority has entered into a Master Bond Purchase Agreement (the "Master Bond Purchase Agreement") with Cumberland Securities, Division of Morgan Keegan & Company, Inc., (the "Underwriter") to provide for the purchase of each Series of Bonds upon initial issuance and sale by the Authority; and

WHEREAS, payment of the principal of and interest on any Series of Bonds when due may be insured by a municipal bond insurance policy (the "Bond Insurance") issued by Ambac Assurance Corporation, Financial Security Assurance Inc., or MBIA Insurance Corporation (each a "Bond Insurer") simultaneously with the delivery of such Series of Bonds; and

WHEREAS, to provide funds for the purchase of Bonds bearing interest during the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period and the Medium-Term Period that are tendered for purchase and not remarketed, the Authority may enter into a Standby Bond Purchase Agreement, from time to time (any initial Standby Bond Purchase Agreement, any Standby Bond Purchase Agreement delivered in replacement thereof with respect to any Series of Bonds covered thereby and any Standby Bond Purchase Agreement delivered with respect to any other Series of Bonds issued under this Indenture are each referred to herein as a "Standby Bond Purchase Agreement" and the bank or banks (including any agent for such banks) providing any Standby Bond Purchase Agreement are herein referred to as the "Bank" with respect to such Standby Bond Purchase Agreement); and

WHEREAS, the Authority has entered into a remarketing agreement (the "Remarketing Agreement") with Morgan Keegan & Company, Inc. (the "Remarketing Agent") to provide for the remarketing of Bonds that are tendered for purchase; and

WHEREAS, any Series of Bonds may be issued as auction rate securities ("ARS Bonds") and in connection therewith, the Trustee shall enter into an Initial Auction Agent Agreement (the "Initial Auction Agent Agreement" and, together with any replacement, substitute or additional Auction Agent Agreement, an "Auction Agent Agreement") with Deutsche Bank Trust Company Americas (the "Initial Auction Agent" and, together with any other Auction Agent appointed in connection with an Auction Agent Agreement, an "Auction Agent") and the Trustee shall enter into a Market Agent Agreement (an "Initial Market Agent Agreement" and, together with any replacement, substitute or additional Market Agent Agreement, a "Market Agent Agreement") with Morgan Keegan & Company, Inc. (the "Initial Market Agent" and, together with any other Market Agent appointed in connection with a Market Agent Agreement, a "Market Agent"); and

WHEREAS, the Auction Agent shall enter into a Broker-Dealer Agreement (together with any replacement, substitute or additional Broker-Dealer Agreement, a "Broker-Dealer

Agreement") with Morgan Keegan & Company, Inc. (together with any Broker-Dealer appointed in connection with a Broker-Dealer Agreement, a "Broker-Dealer"); and

WHEREAS, the Authority has entered into a Program Administration Agreement (the "Administration Agreement") with TN-LOANS Program Administrators, Inc. (the "Administrator") to provide for the management and administration of the Loan Program; and

WHEREAS, the Authority may enter into one or more Swap Agreements (as defined herein) with respect to all or a portion of a Series of Bonds with a Swap Counterparty (as defined herein) pursuant to which the Authority shall be obligated to make Swap Payments (as defined herein) and Termination Payments (as defined herein) from payments made by a Borrower under its Loan Agreement securing such Series of Bonds and entitled to receive Swap Receipts (as defined herein);

WHEREAS, the Bonds shall be in the form of Exhibit A attached hereto with necessary or appropriate variations, omissions and insertions, permitted or required by this Indenture; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and binding limited obligations of the Authority according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of, premium, if any, and interest on each Series of Bonds issued and to be issued hereunder have been done and performed, and a valid assignment of the rights of the Authority under the Loan Agreements and the creation, execution and delivery of this Indenture and the Loan Agreements, and the creation, execution and issuance of each Series of Bonds pursuant to supplemental indentures subject to the terms hereof, have in all respects been duly authorized;

#### GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that, to secure payment of the principal of, premium, if any, and interest on each Series of Bonds issued hereunder according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and to secure the obligations of the Authority arising under or in connection with any Swap Agreement, any Standby Bond Purchase Agreement and any Bond Insurance provided with respect to such Series under the terms hereof (provided that the security hereunder for all obligations under a Swap Agreement other than Swap Payments, or under a Standby Bond Purchase Agreement that do not arise under the Bank Bonds or under Bond Insurance that do not arise under the Bond Insurer's subrogated interest in Bonds, shall be subordinate to the security hereunder for the Series of Bonds to which such Swap Agreement, Standby Bond Purchase Agreement or Bond Insurance relates and, with respect to the pledge of the Loan Repayments hereinafter set forth in Granting Clause First, shall relate solely to that portion of the Loan Repayments representing Additional Payments with respect to such Series), and in consideration of the premises, and of the purchase of each Series of Bonds by the Holders thereof, the Authority by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises with respect to each such Series (which collectively are hereinafter called the "Trust Estate");

### GRANTING CLAUSE FIRST

All right, title and interest and privilege of the Authority now owned or hereafter acquired in, to and under the Loan Agreements and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the Authority to make claim for, collect and receive Loan Repayments and any other income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the Authority under the Loan Agreements (whether payable pursuant to the Loan Agreements or otherwise), to bring actions and proceedings under the Loan Agreements or for the enforcement thereof, to pursue the remedies provided in the Loan Agreements upon the occurrence of an event of default thereunder, and to do any and all things that the Authority is or may become entitled to do under the Loan Agreements, but excluding the rights of the Authority (a) to receive payment of the Authority's expenses and attorneys' fees under Section 3.02 of the Loan Agreements, (b) to receive notices and other documents under the Loan Agreements, (c) to indemnification under the Loan Agreements and (d) to amounts payable by Borrowers to the Authority under Section 3.02(d) of the Loan Agreements in connection with any Guaranty Agreement; provided, however, that each Series of Bonds and the related Bond Insurance, Standby Bond Purchase Agreement and Swap Agreement, if any, shall have the benefit of such lien and security interest only with respect to the Loan Agreement funded by such Series of Bonds and not with respect to any other Loan Agreement (except to the extent such Bond Insurance and/or Standby Bond Purchase Agreement also relates to the Series of Bonds funded by such other Loan Agreement);

### GRANTING CLAUSE SECOND

All moneys, to the extent received by the Trustee for the sole benefit of the Owners of the Series of Bonds to which such Bond Insurance relates, pursuant to and in accordance with the restrictions of the Bond Insurance; provided, however, that each Series of Bonds shall have the benefit of the Bond Insurance only to the extent it insures the payment of principal of and interest on such Series of Bonds;

### GRANTING CLAUSE THIRD

All moneys received by the Trustee pursuant to any Standby Bond Purchase Agreement; provided, however, that such monies shall be for the sole benefit of Owners of Series of Bonds to which such Standby Bond Purchase Agreement relates bearing interest at a Daily Rate, Weekly Rate, Short-Term Rate, Commercial Paper Rate or Medium-Term Rate and covered by such Standby Bond Purchase Agreement which have been tendered or deemed tendered and only to the extent of the payment of the purchase price therefor;

### GRANTING CLAUSE FOURTH

All right, title and interest of the Authority now owned or hereafter acquired under any Swap Agreement in and to Swap Receipts thereunder; provided, however, that such Swap Receipts shall be for the sole benefit of Owners of Series of Bonds to which such Swap Agreement relates;

## GRANTING CLAUSE FIFTH

All monies and securities (including the investment income therefrom) held by the Trustee in any of the funds or accounts established under this Indenture (except the Additional Payments Account of the Series Bond Account of the Bond Fund referred to in Section 7.02 hereof and the Rebate Fund referred to in Section 7.12) including all Swap Receipts, subject, however, to the application thereof to the uses and in the manner set forth in this Indenture; provided, however, that each Series of Bonds shall only have the benefit of monies and securities in such funds and accounts established for such Series of Bonds; and

## GRANTING CLAUSE SIXTH

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the Authority or by anyone in its behalf, for the benefit of Owners of one or more Series of Bonds hereunder, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder;

TO HAVE AND TO HOLD the Trust Estate unto the Trustee and its successors and assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time to the extent provided herein for each Series of Bonds without any priority of any one Bond over any other Bond in such Series except as herein expressly provided, and for the benefit and security of each Bank with respect to all amounts payable to such Bank under this Indenture or the Standby Bond Purchase Agreement with respect to a related Series of Bonds, and for the benefit and security of each Bond Insurer with respect to all amounts payable to such Bond Insurer under or in connection with its Bond Insurance with respect to a related Series of Bonds and for the benefit and security of each Swap Counterparty with respect to all amounts payable pursuant to its Swap Agreement entered into with respect to the Series of Bonds to which it relates; provided that the security for each Swap Agreement under the foregoing granting clauses shall be limited to the security granted under Granting Clause First with respect to the related Loan Agreement and the moneys and securities covered by Granting Clause Fifth which are derived from Loan Repayments under the related Loan Agreement; and provided further that the security hereunder for all obligations under a Swap Agreement other than Swap Payments, or under a Standby Bond Purchase Agreement that do not arise under Bank Bonds, or under Bond Insurance that do not arise under the Bond Insurer's subrogated interest in Bonds, shall be subordinate to the security hereunder for the Series of Bonds to which such Swap Agreement, Standby Bond Purchase Agreement or Bond Insurance relates and, with respect to the pledge of the Loan Repayments in Granting Clause First, shall relate solely to that portion of the Loan Repayments representing Additional Payments with respect to such Series.

PROVIDED, HOWEVER, that if (1) the Authority shall pay or cause to be paid the principal of, and the premium, if any, and interest on, a particular Series of Bonds, including Bank Bonds of such Series, at the time and in the manner mentioned in each Series of Bonds and this Indenture with respect to such Series of Bonds, or shall provide, as permitted hereby, for the payment thereof; (2) the Authority shall perform and observe all the covenants to be performed

and observed by it hereunder with respect to such Series of Bonds; (3) the Authority shall pay or cause to be paid to the Trustee, the Program Administrator, the Remarketing Agent, if any, the Auction Agent, if any, the Broker-Dealer, if any, and the Market Agent, if any, all sums of money due or to become due to them in accordance with the terms and provisions hereof and of the Loan Agreements with regard to such Series of Bonds; (4) all amounts owed the Bank, if any, under any Standby Bond Purchase Agreement covering such Series of Bonds and other related documents shall have been paid with regard to such Series of Bonds; (5) all amounts owed the Bond Insurer, if any, under the Bond Insurance with regard to such Series of Bonds shall have been paid; and (6) all payments owed a Swap Counterparty under a Swap Agreement entered into with respect to all or a portion of such Series of Bonds have been paid; then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void with regard to such Series of Bonds (other than such provisions hereof, if any, as may by their express terms survive any such termination); otherwise this Indenture shall be and remain in full force and effect;

AND THEREFORE, the Authority hereby covenants and agrees with the Trustee and with the respective Owners, from time to time, of the Bonds, or any part thereof, for the equal and proportionate benefit of such Owners of each Series of Bonds and for the benefit of each Bank, each Bond Insurer and each Swap Counterparty, if any, as follows:

## ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Certain terms used in this Indenture are defined in this Section 1.01 and in other Sections hereof and, when and if used herein, such terms shall have the meanings given to them in this Section 1.01 and such other Sections (except as otherwise expressly provided or unless the context otherwise requires). All terms defined in the Loan Agreements or the Bonds and used herein shall, unless the context otherwise requires, have the meanings in this Indenture respectively assigned to such terms in the Loan Agreements or the Bonds.

"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.

"Account" means any account or subaccount created pursuant to the terms of this Indenture.

"Act" means the Chapter 10 of Title 12, Tennessee Code Annotated, as amended.

"Action," when referring to an act or action taken by any Bondholder, shall have the meaning assigned to it in Section 19.07 hereof.

"Additional Payments" means the payments required to be made by each Borrower pursuant to Section 3.02 of a Loan Agreement.

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

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

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, by membership or power to appoint directors, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"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.

"All-Hold Rate" means, on any date of determination, the interest rate per annum equal to 85% (as such percentage may be adjusted pursuant to Section 3.04 of this Indenture) of the lesser of (i) the After-Tax Equivalent Rate on such date and (ii) the Index on such date; provided, that in no event shall the All-Hold Rate be more than the ARS Maximum Rate.

"Ambac Assurance" means Ambac Assurance Corporation, a Wisconsin domiciled stock insurance company.

"Applicable ARS Rate" means, with respect to any Series of ARS Bonds, the rate per annum at which interest accrues on such ARS Bonds for any ARS Interest Period.

"Applicable Percentage" means, on any date of determination, the percentage determined (as such percentage may be adjusted pursuant to Section 3.04 of this Indenture), based on Moody's, Fitch or S&P's ratings of such Series of ARS Bonds in effect at the close of business on the Business Day immediately preceding such date, or, if such Series of ARS Bonds are then rated by Moody's, Fitch and S&P, based on the lower of such ratings on such Business Day, as set forth below:

<u>Credit Ratings</u>		<u>Applicable Percentage</u>
<u>Moody's</u>	<u>S&amp;P</u>	
"Aaa"	"AAA"	175%
"Aa"	"AA"	175%
"A"	"A"	175%
"Baa"	"BBB"	200%
Below "Baa"	Below "BBB"	265%

provided, that if such Series of ARS Bonds are not then rated by an ARS Rating Agency, the Applicable Percentage shall be 265%. For purposes of this definition, S&P's and Fitch's Rating Categories of "AAA", "AA", "A" and "BBB," and Moody's Rating Categories of "Aaa," "Aa," "A" and "Baa" shall refer to and include the respective rating categories correlative thereto if either or both of such rating agencies shall have changed or modified their generic rating categories or if Moody's, Fitch or S&P shall not rate, or no longer rate, such Series of ARS Bonds or shall have been replaced.

"ARS Bonds" means, on any date, any Series of Bonds when bearing interest as auction rate securities as provided in Article III of this Indenture and the Auction Procedures applicable thereto.

"ARS Beneficial Owner" means the Person who is the beneficial owner of any Bond of a Series of ARS Bonds according to the records of (i) DTC or its participants or a successor Securities Depository while such Series of ARS Bonds are in book-entry form or (ii) the Trustee while such Series of ARS Bonds are not in book-entry form.

"ARS Defaulted Interest" means interest on any Series of ARS Bonds which is payable but is not punctually paid or duly provided for on any ARS Interest Payment Date.

"ARS Interest Payment Date" means, with respect to any Series of ARS Bonds, the Business Day immediately following each Auction Period for such Series of ARS 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 a Series of ARS Bonds.

"ARS Interest Rate Period" means each period during which a Series of Bonds are ARS 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) 15% per annum; provided, that in no event shall the ARS Maximum Rate be more than the Maximum Lawful Rate.

"ARS Payment Default" means with respect to a Series of ARS Bonds (i) a default in the due and punctual payment of any installment of interest on such ARS Bonds or (ii) a default in the due and punctual payment of any principal of or premium, if any, on such ARS Bonds at stated maturity or pursuant to a mandatory redemption.

"ARS Rating Agency" means Moody's, Fitch or S&P, or if either Moody's, Fitch or S&P discontinues its securities rating service, then such other nationally recognized securities rating agency as may be specified by the Market Agent with the consent of the Administrator.

"Auction" means the implementation of the Auction Procedures on an Auction Date with respect to a Series of ARS Bonds.

"Auction Agent" means the Initial Auction Agent and any substitute or additional Auction Agent acting pursuant to an Auction Agent Agreement.

"Auction Agent Agreement" means, on any date, the Initial Auction Agent Agreement and each substitute or additional Auction Agent Agreement, in each case as from time to time in effect.

"Auction Agent Fee" has the meaning provided in each Auction Agent Agreement.

"Auction Date" means, with respect to any Series of ARS Bonds, the Business Day immediately preceding the first day of each Auction Period with respect to such Series of ARS Bonds, other than

(i) each Auction Period commencing after the ownership of such Series of ARS Bonds is no longer maintained in book-entry form by a Securities Depository;

(ii) each Auction Period commencing after the occurrence and during the continuance of an ARS Payment Default with respect to such Series of ARS Bonds; or

(iii) any Auction Period commencing less than two Business Days after the cure or waiver of an ARS Payment Default with respect to such Series of ARS Bonds.

The Auction Date determined as provided in this definition may be adjusted as provided in Section 3.10(b).

"Auction Period" means (i) with respect to a Series of 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 a Series of 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 any Series of ARS Bonds shall begin on and include the Closing Date, and that in the event of a Conversion of any Series of ARS 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 a Series of ARS Bonds, the rate of interest per annum that results from implementation of the Auction Procedures, and determined as described in Section 2(c)(ii) of the Auction Procedures; provided, however, that the Auction Rate shall not exceed the ARS Maximum Rate.

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

"Authority Certificate" means a certificate signed by an Authorized Authority Representative and delivered to the Trustee.

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

"Authorized Administrator Representative" means the President, Senior Vice-President, or any Vice-President of the Administrator, and any other Person authorized by corporate action of the Administrator, a copy of which is filed with the Trustee, to perform such act or execute such document.

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

"Authorized Borrower Representative" means such Persons as, at the time, are authorized to act in behalf of a Borrower pursuant to charter, or ordinance or resolution of the governing body of such Borrower and designated in the Loan Agreement and any such other Persons from time to time authorized to act in behalf of a Borrower pursuant to charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Trustee, to perform such act or execute such document.

"Authorized Denominations" means (i) for any Series of Bonds in the Daily Period, the Short-Term Period, the Weekly Period, the Commercial Paper Period or the Medium-Term Period, \$100,000 or any multiple of \$5,000 in excess thereof; (ii) for any Series of Bonds which are ARS Bonds, \$25,000 or any integral multiple thereof or as set forth in the Supplemental Indenture; and (iii) for any Series of Bonds in the Fixed Period, \$5,000 or any integral multiple thereof.

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

- (a) Government Obligations;
- (b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
- Export - Import Bank
  - Farm Credit System Financial Assistance Corporation
  - Rural Economic Community Development Administration (formerly the Farmers Home Administration)
  - General Services Administration
  - U. S. Maritime Administration
  - Small Business Administration
  - Government National Mortgage Association (GNMA)
  - U.S. Department of Housing & Urban Development (PHA's)
  - Federal Housing Administration;
  - Federal Financing Bank
- (c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
- Senior debt obligations rated "AAA" by Standard & Poor's Ratings Group ("S&P") and "Aaa" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC);
  - Obligations of the Resolution Funding Corporation (REFCORP)
  - Senior debt obligations of the Federal Home Loan Bank System
  - Senior debt obligations of other agencies sponsored by the United States government and approved by Ambac Assurance;
- (d) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 calendar days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- (e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 calendar days after the date of purchase;
- (f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
- (g) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors

thereto; or (ii)(A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow fund consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

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

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

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

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

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

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

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

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

"Bank" means, with respect to any Standby Bond Purchase Agreement, the bank or banks (and any agent acting on behalf of such banks) entering into such Standby Bond Purchase Agreement, and, in each case, their successors and assigns in such capacity.

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

"Bank Bonds" means each Bond of a Series purchased by a Bank providing the Standby Bond Purchase Agreement with respect to a Series of Bonds with the proceeds of a drawing under and in accordance with the provisions of such Standby Bond Purchase Agreement pursuant to Section 8.03(b)(2) hereof, and which are held by such Bank or such other Person to whom such Bank Bonds are sold as authorized by such Standby Bond Purchase Agreement other than pursuant to a remarketing thereof in accordance with Section 5.03(b) hereof; provided, however, 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 5.03(b) hereof or the effective date of the Bondholder's election to retain such Bank Bonds as set forth in Section 2.05(e) hereof.

"Bank Rate" means with respect to each Series of Bonds, the Bank Rate as defined in the Standby Bond Purchase Agreement relating to such Series of Bonds, which rate shall not be in excess of the Maximum Lawful Rate.

"Bid" has the meaning provided in Section 2(a)(i) of the Auction Procedures.

"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.

"BMA Municipal Index" means The Bond Market Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt multimodal notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Bond Market Association; provided, however, that if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "BMA Municipal Index" means such other reasonably comparable index selected by the Authority and approved by the Bond Insurer.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and the status of the income thereon for purposes of federal income taxation.

"Bond Fund" means the fund created in Section 7.02.

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

"Bond Insurer" means Ambac Assurance, FSA, MBIA and any other issuer of a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on any Series of 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 in Section 8.01.

"Bond Register" has the meaning specified in Section 2.09.

"Bond Resolution" means the resolution duly adopted by the members of the Authority on February 24, 2003, as from time to time amended or supplemented, authorizing the issuance of the Bonds.

"Bondholder", "Owner", "owner", "Holder" or "holder" or any similar term, when used with reference to any of the Bonds, means any Person who shall be shown in the Bond Register as the registered owner of any then Outstanding Bonds.

"Bonds" means the Authority's Local Government Public Improvement Bonds issued in Series from time to time pursuant to this Indenture.

"Borrower" means an incorporated city or town, a county, or metropolitan government, school district or other municipal, governmental body or political subdivision of the State and any agency, authority, corporation, or instrumentality thereof now or hereafter authorized by law to be created that executes a Loan Agreement to finance the cost of a Project and any group of two or more of the foregoing jointly executing a Loan Agreement.

"Borrower Certificate" means a certificate signed by an Authorized Borrower Representative and delivered to the Trustee.

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

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

"Broker-Dealer Agreement" means each agreement between the Auction Agent and a Broker-Dealer pursuant to which the Broker-Dealer agrees to participate in Auctions as set forth in the Auction Procedures, as from time to time amended or supplemented. Each Broker-Dealer

Agreement shall be substantially in the form of the Broker-Dealer Agreements dated as of February 1, 2003, between the Initial Auction Agent and Morgan Keegan & Company, Inc.

"Business Day" means with respect to a Series of Bonds (other than a Series of ARS Bonds in a seven-day Auction Period) any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions in New York City or any other city where the principal United States office of the Bank, if any, the Bond Insurer, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Market Agent, if any, or the Broker-Dealer, if any, is located are required or authorized by law (including executive order) to close or on which the principal United States office of the Bank, the Bond Insurer, the Trustee, the Remarketing Agent, the Auction Agent, the Market Agent, or the Broker-Dealer is closed for a reason not related to financial condition, or (c) a day on which The New York Stock Exchange is closed; and for any Series of 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 for a particular Series of Bonds, 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 such Series of Bonds.

"Calculation Period" means, during any Commercial Paper Period for a Series of Bonds, any period or periods comprised of up to 270 days (or such lesser number of days is permitted pursuant to Section 2.05(e) hereof) established with respect to a Bond or Bonds of such Series pursuant to Section 2.05(d) hereof.

"Cede & Co." means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the Bonds.

"Change of Tax Law" means, with respect to any ARS Beneficial Owner, any amendment to the Code or other statute enacted by the Congress of the United States or any temporary, proposed or final regulation promulgated by the United States Treasury after the Closing Date, which (i) changes or would change any deduction, credit or other allowance allowable in computing liability for any federal tax with respect to, or (ii) imposes or would impose or reduces or would reduce or increases or would increase any federal tax (including, but not limited to, preference or excise taxes) upon, any interest earned by any holder of bonds the interest on which is excluded from federal gross income under section 103 of the Code.

"Closing Date" means, with respect to each Series of Bonds and in the case of a Loan made with the proceeds of such Series, the date of the issuance and delivery of such Bonds.

"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 Indenture, but include any successor provisions thereof, to the extent applicable to any Series of Bonds.

"Commercial Paper Dealer" means initially Morgan Keegan & Company, Inc., its respective successors and assigns, and any other commercial paper dealer appointed as provided

in Section 3.02(b) of this Indenture. A Commercial Paper Dealer may be removed by the Administrator, acting on behalf of the Authority, by notifying the Trustee.

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

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

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

"Conversion" means the conversion of any Series of Bonds from one Rate Period to another type of Rate Period.

"Conversion Date" means, with respect to a Series of Bonds, the date of a conversion from one type of Rate Period to another type of Rate Period for such Series.

"Cost of Issuance Fund" means the fund established by Section 7.10.

"Cost" or "Cost of the Project" means:

(a) The cost of acquiring, erecting, extending, improving, equipping, repairing or refinancing any Project, including refunding outstanding obligations of the Borrower and of the Authority or of any other public building authority created under the Act, funding of a debt service reserve fund and payment of a fee or premium in connection with a surety bond, bond insurance or letter of credit and a debt service reserve fund, or for any combination of such purposes, demolishing structures on the Project site, and acquiring sites or estates therein, and easements necessary or convenient for such 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 Borrower 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 the Loan Agreements, including but not limited to, fees and expenses of the underwriter for the Bonds and its counsel, the Bank and its counsel, the Authority and its counsel, Bond Counsel, the Trustee and its counsel, the Administrator, the Borrower's counsel, Bond Insurance premiums, counsel to the Bond Insurer, printing costs and rating fees;

(g) Interest on any Series of Bonds during the construction and installation of the related Project and for up to six months thereafter; and

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

"Counsel" means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Daily Period" means, with respect to a Series of Bonds, any period from and commencing on any Business Day (and with respect to any Series of Bonds initially issued bearing interest at the Daily Rate, on the Closing Date) through but not including the next succeeding Business Day during which a Daily Rate will apply to such Series of Bonds.

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

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

"Defaulted Interest", other than for any Series of ARS Bonds, has the meaning stated in Section 2.04(f).

"DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant" or "DTC Participants" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Eastern Time" means the prevailing time in New York, New York.

"Event of Default" means any event defined as such in Section 14.01.

"Event of Termination (With Notice)" means, with respect to any Standby Bond Purchase Agreement, any event which permits the Bank, upon prior written notice of 15 days or more to the Trustee to terminate or suspend its obligation under such Standby Bond Purchase Agreement to purchase Bonds.

"Event of Termination (Without Notice)" means, with respect to any Standby Bond Purchase Agreement, any Event of Termination or Event of Default as defined therein, as a result of which the obligation of the Bank to purchase Bonds is or may be terminated or suspended without the requirement of prior notice to the Trustee of 15 days or more.

"Excess Interest" with respect to Bank Bonds of a Series has the meaning assigned to such terms in the related Standby Bond Purchase Agreement.

"Existing Holder Registry" means the registry of Persons who are ARS Beneficial Owners of Bonds of a Series of ARS Bonds maintained by the Auction Agent as provided in the Auction Agent Agreement.

"Existing Holder" means, with respect to any Auction for a Series of ARS Bonds, a Person who was listed as the ARS Beneficial Owner of Bonds of such Series of ARS Bonds in the applicable Existing Holder Registry at the close of business on the Business Day immediately preceding such Auction.

"Extraordinary Services and Extraordinary Expenses" means all services rendered and all expenses incurred by the Trustee under this Indenture other than Ordinary Services and Ordinary Expenses.

"Failed Conversion" means that the conditions precedent to a conversion to a Medium-Term Period or a Fixed Period or a change in duration of a Short-Term Period or Medium-Term Period have not been fulfilled or that a Borrower has rescinded its request to convert to an ARS Interest Rate Period in accordance with Section 3.11(c) hereof.

"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 this Indenture and will not impair the exclusion of interest on the Bonds of such Series from gross income for purposes of federal income taxation (if applicable).

"Final Computation Date" means the date the last of a Series of Bonds is paid in full.

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

"Fitch" means Fitch, Inc., a corporation organized and existing under the laws of the State of New York.

"Fixed Period" means, upon initial issuance of a Series of Bonds bearing interest at the Fixed Rate, the period from and including the Closing Date to and including the date of the payment in full of such Series of Bonds, and 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 applicable Series of Bonds.

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

"Fund" means any fund created pursuant to this Indenture, including the Bond Fund, the Loan Fund, the Rebate Fund, the Cost of Issuance Fund and the Bond Purchase Fund.

"FSA" means Financial Security Assurance Inc., a New York domiciled insurance company.

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

"Guaranty Agreement" means any agreement between the Authority and any Bond Insurer whereby the Authority agrees to reimburse such Bond Insurer from payments made under the covered Loan Agreement for all amounts advanced by such Bond Insurer under a Surety Bond, together with interest thereon, as more fully set forth therein.

"Immediate Notice" means notice (a) by tested telex, telecopier or telephone, or delivery by hand, (b) promptly followed by written notice in the case of initial notice by telephone, and (c) to such telex, telecopier or telephone number and/or address as the Person receiving such notice shall have previously furnished to the Trustee in writing.

"Indenture" means this Indenture of Trust between the Authority and the Trustee, as supplemented from time to time by Supplemental Indentures.

"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 either Moody's, Fitch or 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 Auction Agent" means Deutsche Bank Trust Company Americas, its successors and assigns.

"Initial Auction Agent Agreement" means the Auction Agent Agreement dated as of February 1, 2003 between the Trustee and the Initial Auction Agent, relating to the Bonds, including any amendment thereof or supplement thereto.

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

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

"Interest Payment Date" means with respect to any Series of Bonds (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 such Series and the Maturity of such Series, (b) during any Daily Period, Weekly Period and Short-Term Period, the first day of each March, June, September and December, any Conversion Date for such Series, the Maturity of such Series 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 for such Series, any Optional Tender Date (if applicable) for such Series, any Period Adjustment Date and the Maturity of such Series, (d) during any Fixed Period, the first day of each June and December and the Maturity of such Series, (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 such Bond is purchased by the Bank, the date such Bank Bond is remarketed by the Remarketing Agent pursuant to Section 4.03(c) hereof, 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 Bonds which are ARS Bonds, each ARS Interest Payment Date.

"Investment Agreement" or "Investment Agreements" means any written investment agreement and any amendments thereto or replacements thereof relating to any Series of Bonds entered or to be entered into by the Trustee at the prior written direction of the Administrator, with the prior written approval of the Bond Insurer and the Bank, as applicable, providing Bond Insurance or a Standby Bond Purchase Agreement with respect to such Series of Bonds for the purpose of investing moneys deposited in certain of the Funds with the proceeds of such Series of Bonds.

"Loan" means a loan made by the Authority to a Borrower under a Loan Agreement.

"Loan Agreement" means a Loan Agreement, including the Exhibits attached thereto, which is entered into by the Authority and a Borrower pursuant to this Indenture, and which is in form and substance similar to Exhibit B hereto, as the same may be from time to time amended or supplemented in accordance with the provisions thereof and hereof.

"Loan Default" means an Event of Default under Section 6.01 of a Loan Agreement.

"Loan Fund" means the fund established by Section 7.04.

"Loan Repayments" mean the payments of principal of and interest on a Loan, Additional Payments and any other amounts payable by a Borrower pursuant to the provisions of a Loan Agreement.

"Mandatory Tender Date" has the meaning assigned to it in Section 4.02.

"Mandatory Tender Notice" means a written notice to the Bondholders pursuant to Section 4.02(b) or (c), informing them that the Bonds of the related Series should be tendered for purchase on a Mandatory Tender Date.

"Market Agent" means the Initial Market Agent and any substitute or additional Market Agent so acting pursuant to a Market Agent Agreement, subject to the approval of the Bond Insurer, for such Series of ARS Bonds.

"Market Agent Agreement" means the Market Agent Agreement dated as of February 1, 2003 between the Trustee and the Initial Market Agent and each substitute and additional Market Agent Agreement, in each case as from time to time in effect.

"Master Bond Purchase Agreement" means the Master Bond Purchase Agreement, dated as of February 1, 2003, between the Authority and the Underwriter providing for the purchase of each Series of Bonds issued under this Indenture and any Supplemental Indenture.

"Maturity" when used with respect to any Bond shall mean the earliest of (i) the Stated Maturity of such Bond, (ii) the date of optional or mandatory redemption of such Bond pursuant to the terms hereof or of the Supplemental Indenture or Standby Bond Purchase Agreement (if any) relating to such Bond, and (iii) the date on which the principal of such Bond otherwise becomes due and payable.

"Maximum Rate" means (unless otherwise approved by the Bond Insurer) for all Series of Bonds, other than ARS Bonds and Bank Bonds, with respect to Bonds of a Series, the lesser of (i) eighteen percent (18%) per annum and (ii) the Maximum Lawful Rate, and with respect to Bank Bonds of a Series means the Bank Rate as defined in the Standby Bond Purchase Agreement provided by a Bank with respect to such Series of Bonds, which Bank Rate shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while the Bonds are Bank Bonds, and with respect to a Series of ARS Bonds, the ARS Maximum Rate which shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while such Series of Bonds are ARS Bonds.

"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.

"MBIA" means MBIA Insurance Corporation, a New York domiciled insurance company.

"Medium-Term Period" means for any Series of Bonds 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 Maturity of such Series, as directed by a Borrower with respect to such Series pursuant to Section 2.06 or 2.07, commencing on initial issuance of such Series of Bonds, the Conversion Date or the Period Adjustment Date, during which period a Medium-Term Rate shall apply to such Series of Bonds.

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

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns; and if such corporation shall be dissolved or liquidated or shall no longer perform the function of a municipal securities rating agency, "Moody's" shall be deemed to refer to any other recognized municipal securities rating agency designated by the Authority.

"No Auction Percentage" means, with respect to a Series of ARS Bonds, on any date of determination, the percentage determined (as such percentage may be adjusted pursuant to Section 3.04 hereof), based on Moody's, Fitch or S&P's ratings of such Series of ARS Bonds in effect at the close of business on the Business Day immediately preceding such date, or, if such Series of ARS Bonds are then rated by Moody's, Fitch and S&P, based on the lower of such ratings on such Business Day, as set forth below:

<u>Credit Ratings</u>		<u>Applicable Percentage</u>
<u>Moody's</u>	<u>S&amp;P</u>	
"Aaa"	"AAA"	100%
"Aa"	"AA"	125%
"A"	"A"	150%
"Baa"	"BBB"	175%
Below "Baa"	Below "BBB"	200%

For purposes of this definition, S&P's and Fitch's Rating Categories of "AAA", "AA", "A" and "BBB," and Moody's rating categories of "Aaa," "Aa," "A" and "Baa" shall refer to and include the respective Rating Categories correlative thereto if either or both of such rating agencies shall have changed or modified their generic rating categories or if Moody's, Fitch or S&P shall not rate, or no longer rate, such Series of ARS Bonds or shall have been replaced.

"No Auction Rate" means, on any date of determination, the lesser of (a) the Maximum Lawful Rate and (b) the interest rate per annum equal to the No Auction Percentage of the higher of (i) the After-Tax Equivalent Rate determined on such date with respect to the then current Auction Period and (ii) the BMA Index.

"Non-Payment Rate" means, with respect to a Series of ARS Bonds, on any date of determination, the interest rate per annum equal to the lesser of (i) 265% of the Index on such date (as such percentage may be adjusted pursuant to Section 3.04 of this Indenture) or (ii) 15% per annum; provided, that in no event shall the Non-Payment Rate be more than the Maximum Lawful Rate.

"Notice of ARS Payment Default" means, with respect to a Series of ARS Bonds, a notice substantially in the form of Exhibit E to the Auction Agent Agreement.

"Notice of Cure of ARS Payment Default" means, with respect to a Series of ARS Bonds, a notice substantially in the form of Exhibit C attached hereto.

"Notice of Percentage Change" means, with respect to a Series of ARS Bonds, a notice to the Trustee, the Auction Agent and the Administrator substantially in the form provided as Exhibit C to the Market Agent Agreement.

"Notice of Proposed Percentage Change" means, with respect to a Series of ARS Bonds, a notice to the Trustee, the Auction Agent and the Administrator substantially in the form provided as Exhibit B to the Market Agent Agreement.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 7.02 of a Loan Agreement which a Borrower may pay the Trustee in order to prepay in whole or in part its Loan Repayments.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Opinion of Counsel" means a written opinion of Counsel, who may (except as otherwise expressly provided in a Loan Agreement or this Indenture) be counsel for the Authority and/or one or more Borrowers.

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

"Optional Tender Notice" has the meaning assigned to it in Section 4.01(a).

"Order" has the meaning provided in Section 2(a)(i) of the Auction Procedures.

"Ordinary Services and Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a Trustee under instruments similar hereto, including, but not limited to, reasonable attorneys' fees.

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

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(i) Bonds for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee in trust for the Holders of such Bonds, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(ii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

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

"Period Adjustment Date" means, for any Series of Bonds, 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.

"Person" means any natural person, corporation, joint venture, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity, as in the context may be appropriate.

"Potential Holder" means, with respect to any Auction for a Series of ARS Bonds, any Person, including any Existing Holder, who may be interested in acquiring a beneficial interest in Bonds of a Series of ARS Bonds subject to such Auction in addition to the ARS Bonds, if any, currently owned by such Person.

"Program Administration Agreement" means the Program Administration Agreement dated as of February 1, 2003, between the Administrator and the Authority.

"Project" means a "project" as defined in the Act, all or a portion of the Costs of which is financed by the Authority pursuant to this Indenture and a Loan Agreement.

"Proportionate Share" has the meaning given to such term in the Loan Agreement.

"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 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.

"Rating Agency" means Moody's, S&P or Fitch.

"Rebate Fund" means the trust account created pursuant to Section 7.12.

"Record Date" means (a) with respect to any Bonds which are ARS Bonds, the second Business Day next preceding each ARS Interest Payment Date, (b) with respect to Bonds bearing interest at the Daily Rate, the last day (whether or not a Business Day) of each month, (c) with respect to Bonds bearing interest at a Commercial Paper Rate, a Weekly Rate or a Short-Term Rate, the Business Day preceding any Interest Payment Date, and (d) with respect to Bonds bearing interest at a Medium-Term Rate or Fixed Rate, the fifteenth day of the month preceding any Interest Payment Date; provided that with respect to Bank Bonds, (i) the Record Date for interest payable to the respective Bank on the date such Bonds are purchased by such Bank and become Bank Bonds shall be the date of such purchase and (ii) the Record Date for interest payable to the respective Bank on the date such Bank Bonds are remarketed by the Remarketing Agent, shall be the immediately preceding Business Day.

"Redemption Date" when used with respect to any Bond to be redeemed means the date on which it is to be redeemed pursuant hereto.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which it is to be redeemed pursuant hereto.

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

"Remarketing Agreement" means the Remarketing Agreement dated as of February 1, 2003, between the Authority and the Remarketing Agent, providing for the remarketing of Bonds tendered pursuant to Article IV hereof, and all modifications, alterations, amendments and supplements thereto, and any agreement between the Authority and any successor Remarketing Agent appointed pursuant to this Indenture.

"Responsible Officer" when used with respect to the Trustee means the chairman or vice-chairman of the board of directors, the chairman or vice-chairman of the executive committee of the board of directors, the president, any vice-president, any trust officer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and who, in any event is located at the principal corporate trust office of the Trustee and shall also mean, with respect to a particular corporate trust matter any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject; with respect to any signature on or authentication of Bonds by the Trustee, the term "Responsible Officer" shall also include any authorized signers of the Trustee.

"Securities Depository" means DTC or such other bank or trust company providing a book-entry or similar method for the registration and transfer of Bonds.

"Sell Order" has the meaning provided in Section 2(a)(i) of the Auction Procedures.

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

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

"Short-Term Period" means for any Series of Bonds (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 such Series of Bonds; provided, however, the initial Short-Term Period for any Series of Bonds initially issued bearing interest at the Short-Term Rate shall commence on the Closing Date for such Series of Bonds.

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

"Special Record Date" means the date fixed by the Trustee pursuant to Section 2.04 relating to the payment of any Defaulted Interest.

"S&P" means Standard & Poor's Rating Group, a division of McGraw-Hill Financial Services Company, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, S&P shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Authority.

"Standby Bond Purchase Agreement" means any Standby Bond Purchase Agreement, including any renewals or extensions thereof and any amendments, modifications and supplements thereto, or any other agreement in replacement thereof or in addition thereto from time to time entered into by the Authority with a Bank (including any successor issuer or additional issuer of a Standby Bond Purchase Agreement) in which such Bank agrees, subject to certain terms and conditions, to purchase Bonds of one or more Series 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 outstanding covered thereby, plus interest on such Series of Bonds in an amount required pursuant to the terms of this Indenture.

"State" means the State of Tennessee.

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

"Stated Maturity" when used with respect to any Bond means the date specified in such Bond as the fixed date on which principal of such Bond is due and payable.

"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%.

"Submitted Hold Orders" has the meaning provided in Section 2(c)(i) of the Auction Procedures.

"Sufficient Clearing Bids" has the meaning provided in Section 2(c)(i) of the Auction Procedures.

"Supplemental Indenture" means any indenture supplemental to this Indenture entered into pursuant to Article XVII.

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

"Swap Agreement" means a written agreement entered into with respect to all or a portion of a Series of Bonds between the Authority and a Swap Counterparty approved as to form and substance by the Bond Insurer providing Bond Insurance with respect to such Series of Bonds whereby the Authority is entitled to receive Swap Receipts 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 such Series of Bonds.

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

"Swap Payments" means amounts payable to the Swap Counterparty under a 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 such Swap Agreement and excluding any Termination Payments.

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

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

"Tender Date" means each Optional Tender Date and each Mandatory Tender Date.

"Termination Date" means (i) with respect to a Series of Bonds bearing interest at the Daily Rate, the Weekly Rate, the Commercial Paper Rate or the Short-Term Rate, three Business Days prior to the then current Stated Expiration Date, (ii) with respect to a Series of Bonds bearing interest at the Medium-Term Rate, the Interest Payment Date next preceding the then current Stated Expiration Date, and (iii) with respect to an Event of Termination (with Notice), the fifteenth day (or if such day is not a Business Day, the next succeeding Business Day) after receipt of written notice by the Trustee of an Event of Termination (With Notice) from the Bank.

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

"Trust Estate" has the meaning specified in the Granting Clauses of this Indenture.

"Trust Funds" means all of the funds and accounts held by the Trustee pursuant to the terms hereof, excluding the Rebate Fund.

"Trust Moneys" has the meaning stated in Section 7.01.

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

"Underwriter" means Cumberland Securities, Division of Morgan Keegan & Company, Inc.

"Untendered Bonds" means any Bonds of a Series which are not tendered on a Mandatory Tender Date.

"Weekly Period" means, with respect to a Series of Bonds, any period from and commencing on any Thursday (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 such Series of the Bonds, during which period a Weekly Rate shall apply to such Series of Bonds; provided, however, the initial Weekly Period for any Series of Bonds initially issued bearing interest at the Weekly Rate shall commence on the Closing Date of such Series of Bonds.

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

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Indenture:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their Stated Maturity.

(c) All references herein to particular articles or sections are references to articles or sections of this Indenture.

(d) The headings and the table of contents herein are solely for convenience of reference and shall not constitute a part of this Indenture nor shall they affect its meaning, construction or effect.

(e) This Indenture shall be construed for the benefit of the Borrowers as well as for the parties hereto and with respect to a related Series of Bonds, the Bondholders, each Bank, if any, and each Bond Insurer, if any, to the extent not inconsistent with the rights of the Trustee, the Bondholders, each Bank, if any, and each Bond Insurer, if any.

(f) With respect to any Series of Bonds as to which there is no Bond Insurance in effect and all amounts owed the Bond Insurer have been paid in accordance with the terms thereof and of this Indenture, the provisions of this Indenture which relate to the Bond Insurance and the Bond Insurer shall be of no force and effect. With respect to any Series of Bonds, as to which the Standby Bond Purchase Agreement is no longer in effect and no Bank Bonds are outstanding and all amounts due under the Standby Bond Purchase Agreement and any Bank Bonds shall have been paid in accordance with the terms thereof and of this Indenture, the provisions of this Indenture that relate to the Standby Bond Purchase Agreement and the Bank, shall be of no force and effect. Any rights granted hereunder to the Bond Insurer to consent, approve or otherwise control events, circumstances, rights or remedies hereunder shall be of no force or effect during any period in which the Bond Insurer shall be in default under the Bond Insurance. Any rights granted hereunder to a Bank with respect to a Series of Bonds for which it provides a Standby Bond Purchase Agreement to consent, approve or otherwise control events, circumstances, rights or remedies hereunder shall be of no force or effect during any period during which such Bank shall be in default of its obligations under the Standby Bond Purchase Agreement to provide funds for the purchase of Bonds when required thereby, provided, that the foregoing shall not affect any rights of such Bank as the holder of Bank Bonds or other Bonds.

(g) If the Bond Insurer with respect to a Series of Bonds for which it provides Bond Insurance shall be in default with respect to its payment obligations under the Bond Insurance, then the Bank providing the Standby Bond Purchase Agreement with respect to such Series of Bonds shall be entitled to control and direct the enforcement of all rights and remedies granted to the registered owners of such Series of Bonds to the same extent that the Bond Insurer would be entitled to do so.

(h) The provisions hereof shall be applicable, as indicated, to the respective Bond Insurer if the related Series of Bonds are insured, and to the respective Bank if purchases of the related Series of Bonds are covered by a Standby Bond Purchase Agreement.

(i) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

## ARTICLE II THE BONDS

Section 2.01. Authorization of Issue of Bonds. Pursuant to the Act and pursuant to the Bond Resolution, there is hereby created and established an issue of bonds of the Authority in an aggregate principal amount not to exceed \$500,000,000, to be designated as "Local Government Public Improvement Bonds" (the "Bonds"), which Bonds may be issued from time to time in Series in such amounts and at such times as the Authority may from time to time deem to be necessary or advisable as provided in Section 2.02, pursuant to the terms, conditions and limitations of this Indenture, for the purpose of making Loans to Borrowers under Loan Agreements to pay Costs of Projects. No Bonds may be issued under the provisions of this Indenture except in accordance herewith. The total principal amount of Bonds that may be authorized and delivered hereunder is expressly limited to \$500,000,000 subject to the provisions of Sections 2.10 and 2.11.

### Section 2.02. Issuance of Series of Bonds.

(a) The Chairman or Vice-Chairman may execute and deliver a Supplemental Indenture attested by the Secretary or Assistant Secretary and under said Supplemental Indenture deliver a Series of Bonds at such time and from time to time as is required to provide funds to a Borrower or Borrowers under a Loan Agreement or Loan Agreements to finance or refinance one or more Projects, including refunding outstanding obligations of a Borrower, of the Authority and of any other public building authority created under the Act. The Authority shall sell each Series of Bonds to the Underwriter pursuant to the Master Bond Purchase Agreement.

(b) Each Series of Bonds shall be authenticated and delivered from time to time when authorized by Supplemental Indenture executed by the Chairman or Vice-Chairman and attested by the Secretary or Assistant Secretary of the Authority which shall specify:

(1) The authorized principal amount of such Series, the designation (which shall include, in addition to the designation "Local Government Public Improvement Bonds", a further appropriate designation) and the Authorized Denomination or Denominations thereof and the directions for the authentication and delivery of the Bonds upon payment of the purchase price therein set forth;

(2) The purpose for which such Series is being issued;

(3) The date of such Series, the date of delivery, and maturity dates and the aggregate principal amount of such Series;

(4) The initial Rate Period of such Series and, if such Rate Period is a Short-Term Period, Medium-Term Period or ARS Interest Rate Period, the duration of such Rate Period and the initial Short-Term Rate or Medium-Term Rate applicable thereto, and if such

Series of Bonds bear interest at the Fixed Rate, the Fixed Rate or Rates shall be specified with respect to each Maturity;

(5) If the Series of Bonds shall bear interest at the Medium-Term Rate, then whether the holder of such Series of Bonds shall have the right to tender such Bonds of such Series for purchase pursuant to Section 5.01 hereof;

(6) The redemption premiums and redemption terms, if any, for such Series (if varied from Article V hereof);

(7) The principal and interest payment dates for such Series; and

(8) Any other matters deemed appropriate or necessary by the Chairman or Vice-Chairman of the Authority and not inconsistent with the provisions of this Indenture.

(c) The Bonds of each Series shall be executed by the Chairman or Vice-Chairman and attested by the Secretary or Assistant Secretary of the Authority and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Underwriter, but only upon receipt by the Trustee of:

(1) An executed counterpart of the Loan Agreement executed by the Authority and the Borrower with respect to such Series containing a schedule of principal payments and if the related Series of Bonds bear interest at the Medium-Term Rate, the initial Medium-Term Rate or Rates shall be specified with respect to each Maturity and if such Series of Bonds bear interest at the Fixed Rate, the Fixed Rate or Rates shall be specified with respect to each Maturity which payments shall be not less than the payment of principal, premium, if any, and interest, when due, for such Series of Bonds;

(2) An executed counterpart of a Supplemental Indenture setting forth the provisions of such Series of Bonds, including a mandatory sinking fund schedule and/or principal repayment schedule, and pledging and assigning to the Trustee all the right, title and interest of the Authority in and to the Loan Agreement relating to such Series of Bonds;

(3) An Opinion of Bond Counsel to the effect that (i) such Series of Bonds are valid and binding limited obligations of the Authority and enforceable in accordance with their terms and the terms of this Indenture, subject to bankruptcy and insolvency laws; (ii) such Series of Bonds have been duly and validly authorized and issued in accordance with law and this Indenture; (iii) the Loan Agreement relating to such Series of Bonds is valid and binding on the Authority and the Borrower, subject to bankruptcy and insolvency laws; (iv) all rights of the Authority under the related Loan Agreement and all payments payable under such Loan Agreement are effectively assigned to the Trustee for the security of such Series of Bonds; and (v) subject to customary qualifications, the interest on such Series of Bonds is, or when validly issued, will be excluded from gross income for purposes of Federal income taxation (unless the Authority has set forth in the Supplemental Indenture that interest on the Series of Bonds will be includable in gross income for purposes of Federal income taxation as set forth in the Supplemental Indenture);

- (4) A certified copy of the Bond Resolution;
- (5) An executed counterpart of the Indenture and certification that it has not been amended or supplemented except by Supplemental Indentures previously furnished to the Trustee;
- (6) A Standby Bond Purchase Agreement and supplement thereto, if applicable, (if the Series of Bonds is issued bearing interest at the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Short-Term Rate or the Medium-Term Rate), unless not required under Section 2.02(e) hereof;
- (7) A Bond Insurance and Surety Bond policy, or certified copies thereof, unless not required under Section 2.02(e) hereof;
- (8) An Auction Agent Agreement, if applicable;
- (9) A Market Agent Agreement, if applicable;
- (10) A Broker-Dealer Agreement, if applicable;
- (11) The Opinions of Counsel to the Borrowers, to the Bank, if applicable and if required by the Rating Agency providing the rating on such Series of Bonds, to the Authority and to the Bond Insurer, if applicable, in form and substance satisfactory to Bond Counsel;
- (12) An Authority Certificate stating that no Series of Bonds have been theretofore issued on the basis of the Loan Agreement and that on the date of the authentication and delivery of such Series of Bonds neither the Authority nor the Borrower is in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Indenture relating to such Series of Bonds or the Loan Agreement;
- (13) A copy of the initial resolution if required under the Act and the resolution or resolutions of the Borrower authorizing or ratifying the Loan Agreement relating to such Series of Bonds certified by an Authorized Borrower Representative;
- (14) A Borrower Certificate with respect to such Series of Bonds stating that such Borrower approves the issuance of such Series of Bonds and is not in default in the performance or observance of any of the covenants, conditions, agreements, or provisions of its Loan Agreement;
- (15) The purchase price of such Series of Bonds as stated in the related Supplemental Indenture;
- (16) An Authority Request for the authentication and delivery of such Series of Bonds;
- (17) In the case of a Series of Bonds issued for the purpose of refunding Bonds of any Series prior to their Stated Maturity or maturities or refinancing any Project,

including refunding outstanding obligations of a Borrower, the Authority or any other public building authority created under the Act, such additional documents as shall be required by the Trustee to show that provision has been duly made in accordance with the terms of this Indenture or the resolution or financing documents under which the Borrower's obligations were issued respectively for payment on redemption of such Bonds or payment of such outstanding obligations; and

(18) In the case of a Series of Bonds bearing interest at the Medium-Term Rate which the Holder has the right to tender for purchase pursuant to Section 4.01 hereof, an Opinion of Bond Counsel that the right to tender for purchase does not adversely affect the exclusion of interest of such Series of Bonds from gross income of the holders thereof for purposes of federal income taxation, if applicable.

(d) With respect to other than the initial Series of Bonds, the Administrator, on behalf of the Authority, shall promptly give written notice of each Supplemental Indenture and the issuance of a Series of Bonds thereunder and of any amendment thereof, setting forth the details thereof, to the Trustee, the Underwriter, the Remarketing Agent, if applicable, the Bond Insurer, if applicable, the Bank, if applicable, the Auction Agent, if applicable, the Broker-Dealer, if applicable, and the Market Agent, if applicable, not less than 20 days prior to execution and delivery thereof. More than one separate Series of Bonds may be designated to be initially issued in the same or in different Rate Periods on the same Closing Date.

(e) Except as hereinafter set forth, each Series of Bonds shall be insured by Bond Insurance and a Surety Bond shall be provided to insure payment of fees of the Bank, if any, the Remarketing Agent, if any, and the Trustee (if such Series of Bonds are in the Daily Period, the Weekly Period, the Short-Term Period or the Commercial Paper Period). Except as hereinafter set forth, if a Series of Bonds bears interest at other than the Fixed Rate or an Auction Rate, such Series of Bonds shall be covered by a Standby Bond Purchase Agreement. Notwithstanding the foregoing, if the Authority shall have obtained and filed with the Trustee and the Remarketing Agent written evidence from at least one Rating Agency that the long-term rating and the short-term rating, if applicable, on any such proposed Series of Bonds upon issuance will not result in a rating lower than the minimum investment grade rating of such Rating Agency, then Bond Insurance, a Surety Bond and/or a Standby Bond Purchase Agreement, respectively, shall not be required.

(f) At the time each Series of Bonds is issued, (i) there shall not have occurred and be continuing (A) any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time, or both, would, unless cured or waived, become an Event of Default under this Indenture applicable to such Series of Bonds or (B) a "Default", "Event of Default" or "Event of Termination", as such terms are defined and used in the Bond Insurance, if applicable, or the Standby Bond Purchase Agreement, if applicable, related to such Series of Bonds and (ii) any Bond Insurance and Standby Bond Purchase Agreement applicable to such Series shall not have been terminated and no notice of either such party's intent to terminate shall have been given with respect thereto.

(g) The proceeds from the sale of Bonds of such Series received by the Trustee shall be applied by the Trustee as provided in the related Supplemental Indenture and in Article VII hereof.

(h) To the extent permitted by applicable law, the Authority may enter into a Swap Agreement with respect to all or a portion of a Series of Bonds. A Swap Agreement may be entered into with respect to all or a portion of a Series of Bonds but only upon receipt by the Trustee of:

(1) A certified copy of a resolution adopted by the governing body of a Borrower approving the terms and conditions of the Swap Agreement;

(2) Written consent of the Bond Insurer providing Bond Insurance with respect to such Series of Bonds;

(3) A certified copy of a resolution adopted by the Authority approving the Swap Agreement in substantially the form presented to the Board of Directors of the Authority;

(4) An Opinion of Bond Counsel as to the enforceability and validity of the Swap Agreement; and

(5) A copy of any report or approval of the Swap Agreement required to be given by any State agency or officer pursuant to State law.

Section 2.03. Ratable Security Only for Bonds of each Series. The Bonds of each Series from time to time Outstanding under this Indenture shall be equally and ratably secured both as to principal, premium, if any, and interest by this Indenture as to such Series of Bonds but not as to any other Series of Bonds.

Section 2.04. Terms of Bonds and Initial Interest Rate.

(a) Each Series of Bonds (other than Series of Bonds which are ARS Bonds which are governed by Article III hereof) shall bear interest from their date, until paid, at the rates provided herein and in Sections 2.05, 2.06 and 2.07 (computed during a Daily Period, Weekly Period, Commercial Paper Period, or Short-Term Period with a duration of one month, on the basis of a 365 or 366-day year, as the case may be, and actual days elapsed, and during any Short-Term Period with a duration of three months or six months, any Medium-Term Period or any Fixed Period on the basis of a 360-day year composed of twelve 30-day months; provided, however, that so long as any Bond of a Series shall be a Bank Bond, such Bond shall bear interest and payable (except as to Defaulted Interest) on each Interest Payment Date calculated on the basis set forth in the applicable Standby Bond Purchase Agreement (including interest at the Bank Rate and Excess Interest, if applicable). Each Series of Bonds shall mature not later than thirty-five years from its dated date.

(b) All Bonds of each Series shall initially bear interest at the interest rate or rates for the Rate Period established in accordance with the provisions of Section 2.02(b) and the Master Bond Purchase Agreement as set forth in the Supplemental Indenture for such Series of Bonds and related Loan Agreement until Conversion, or, as applicable, reversion to a different Rate Period.

(c) Interest on the Bonds of each Series (other than Series of Bonds which are ARS Bonds) shall be computed from the Interest Payment Date to which interest on such Bonds has been paid or duly provided for next preceding the date of authentication thereof, unless (1) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the Closing Date, or (2) such date of authentication shall be an Interest Payment Date to which interest on the Bonds of such Series has been paid or duly provided for, in which case interest shall be computed from such Interest Payment Date, or (3) such date of authentication shall be after any Record Date and before the next succeeding Interest Payment Date, in which case interest shall be computed from the next succeeding Interest Payment Date.

(d) The Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations.

(e) Anything herein to the contrary notwithstanding, in no event shall the interest rate borne by the Bonds (other than Bank Bonds and ARS Bonds) exceed the Maximum Rate and in no event shall interest borne by the Bank Bonds or ARS Bonds exceed the Maximum Lawful Rate.

(f) The principal and premium, if any, of the Bonds, and the purchase price due on any Tender Date for any Bonds shall be payable at the principal corporate trust office of the Trustee, as paying agent upon surrender of the Bonds at the Trustee's principal corporate trust office. Interest on the Bonds (other than Defaulted Interest) shall be payable by check drawn upon the Trustee and paid to the Persons in whose names the Bonds are registered on the Bond Register as of the close of business on the Record Date next preceding the relevant Interest Payment Date, provided that on written request to the Trustee by any Person who is the registered owner of Bonds in a principal amount of \$1,000,000 or more received by the Trustee on or before fifteen days prior to such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), interest on such Bonds and Bank Bonds shall be payable by wire transfer of immediately available funds to an account at a bank located in the continental United States specified by the Person in whose name such Bonds are registered in the Bond Register. Any interest on any Bond which is payable but which is not punctually paid or duly provided for ("Defaulted Interest") shall cease being payable to the Person in whose name such Bond is registered at the close of business on the Record Date and instead shall be payable to the Person in whose name such Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least 10 days but not more than 30 days before the date selected by the Trustee for payment of such Defaulted Interest. The Trustee shall give notice by mail of the Special Record Date and date for payment of Defaulted Interest at least 10 days before the Special Record Date.

(g) Except as otherwise provided in this subsection, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the book-entry system of DTC. In such event, one Bond for each maturity in each Series of Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds or such other DTC Participant as may be determined by such Beneficial Owner. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE TRUSTEE SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL OR PURCHASE PRICE OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS INDENTURE.

Payments of principal, interest, purchase price and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Trustee directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Authority, the Remarketing Agent, and the Trustee to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Authority and the Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Authority or the Remarketing Agent determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Authority shall, at the request of the Remarketing Agent, discontinue the book-entry system with DTC. If the Remarketing Agent fails to identify another qualified securities depository to replace DTC, the Remarketing Agent shall cause the Trustee to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE AUTHORITY, THE REMARKETING AGENT AND THE TRUSTEE SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR PURCHASE PRICE OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS INDENTURE TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL

REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Bonds is discontinued pursuant to the provisions of this Section, the Bonds shall be delivered solely as fully registered Bonds without coupons in the Authorized Denominations, shall be lettered with the prefix letter identifying the Series of which such Bond is a part, and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof.

The Remarketing Agent shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Trustee serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Bonds.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS INDENTURE RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL SUPERSEDE THIS INDENTURE IN THE EVENT OF A CONFLICT.

(h) Upon the original issuance and delivery of each Series of Bonds, the Bonds of such Series shall be dated the date of such issuance and delivery. Each Bond exchanged or transferred shall be dated as of the date of authentication and delivery.

(i) The principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

(j) The Bonds of each Series shall be numbered from 1 upward in chronological order of issuance, and the Bond numbers may, but shall not be required to be preceded by a prefix identifying the Series of which such Bonds are a part.

Section 2.05. Interest Rates on Series of Bonds Other Than ARS Bonds.

(a) Except as provided in Article III with respect to ARS Bonds, after initial issuance of a Series of Bonds, each Series of Bonds shall bear interest at the rate or rates from time to time determined in the manner described in the following subsections.

(b) (i) Except as hereinafter provided, after initial issuance the rate on each Series of Bonds for each Daily Period, Weekly Period and Short-Term Period shall be determined by the Remarketing Agent taking into account prevailing financial market conditions as in the sole judgment of the Remarketing Agent would be the minimum interest rate required to sell such Series of Bonds at a price of par (without regard to accrued interest) in the secondary market on the first day of such Rate Period.

(ii) During any Daily Period, the Remarketing Agent shall determine the Daily Rate by 9:30 a.m. Eastern Time on each Business Day, commencing with the first day any Series of Bonds become subject to the Daily Rate. The Daily Rate for any day during the Daily Period which is not a Business Day shall be the Daily Rate in effect on the immediately preceding Business Day. The Remarketing Agent shall give Immediate Notice to the Trustee no later than 10:00 a.m., Eastern Time of the Daily Rate applicable for such Daily Period. At any time after 10:00 a.m. Eastern Time on such date, any Bondholder or Borrower with respect to such Series of Bonds may contact the Trustee to obtain such rate.

(iii) The rate for any Weekly Period and Short-Term Period shall be determined by the Remarketing Agent prior to 3:00 p.m. Eastern Time on the Business Day next preceding the Adjustment Date (and Period Adjustment Date in the case of a Short-Term Period) for any Weekly Period and Short-Term Period. On the date on which the rate for the Weekly Period or the Short-Term Period is determined by the Remarketing Agent, the Remarketing Agent shall give Immediate Notice to the Trustee no later than 3:30 p.m., Eastern Time on such date of the rate applicable for such Rate Period. Any time after 4:00 p.m., Eastern Time on such date, any Bondholder or Borrower with respect to such Series of Bonds may contact the Trustee to obtain such rate. While the Weekly Period or the Short-Term Period is in effect with respect to such Series of Bonds, on the Business Day next preceding each Interest Payment Date, the Trustee shall give the Bank written notice of the interest rates that were in effect since the prior Interest Payment Date.

(iv) In the event the Remarketing Agent fails to determine the rate for any Daily Period, Weekly Period or Short-Term Period, the rate of interest borne by the Series of Bonds for the immediately preceding Daily Period, Weekly Period or Short-Term Period, shall remain in effect for such Rate Period. After two consecutive failures by the Remarketing Agent to determine the rate for any Daily Period, Weekly Period or Short-Term Period or a failure by the Bank to pay the purchase price of the Bonds, the rate of interest borne by such Series of Bonds shall be the BMA Municipal Index.

(c) (i) After initial issuance, the rate on each Series of Bonds for each Medium-Term Period and for a Fixed Period shall be determined by the Remarketing Agent, taking into account prevailing financial market conditions, as in the sole judgment of the Remarketing Agent would be the minimum interest rate required to sell such Series of Bonds at a price of par (without regard to accrued interest) in the secondary market on the first day of any Medium-Term Period or a Fixed Period or at a price other than par upon receipt of a Borrower Request and upon delivery of an Opinion of Bond Counsel that there will be no adverse effect on the exclusion of interest on such Series of Bonds from gross income for purposes of federal income taxation (if applicable) if remarketed at a price other than par.

(ii) The rate for any Medium-Term Period shall be determined by the Remarketing Agent on or prior to 3:00 p.m. Eastern Time on a Business Day that is not later than the third Business Day next preceding the Conversion Date or Period Adjustment Date or such later date upon Borrower Request. While the Medium-Term Period is in effect, the Remarketing Agent shall give Immediate Notice to the Trustee no later than 3:30 p.m. Eastern Time on such date of the rate applicable for such Rate Period. Not later than 4:00 p.m. Eastern Time on such day after the interest rate has been determined, the Trustee shall give Immediate Notice (promptly confirmed in writing) of such interest rate or rates to the Borrower, the Administrator

and the Bank with respect to such Series of Bonds. At any time after 4:00 p.m. Eastern Time, on such date, any Bondholder with respect to such Series of Bonds may contact the Trustee to obtain such Medium-Term Rate (which is subject to Borrower revocation) as set forth in Sections 2.06 and 2.07 hereof.

(iii) The rate or rates for any Fixed Period shall be determined on or prior to 3:00 p.m. Eastern Time on a Business Day that is not later than the third Business Day next preceding the Conversion Date for the Fixed Period, or on such later date upon Borrower Request. On the date on which the rate or rates for the Fixed Period is determined by the Remarketing Agent, the Remarketing Agent shall give Immediate Notice to the Trustee no later than 3:30 p.m. Eastern Time on such date of the rate or rates applicable for such Fixed Period. Not later than 4:00 p.m. Eastern Time on such day after the interest rate has been determined, the Trustee shall give Immediate Notice (promptly confirmed in writing) of such interest rate or rates to the Borrower and the Administrator with respect to such Series of Bonds. At any time after 4:00 p.m. Eastern Time on such date, any Bondholder with respect to such Series of Bonds may contact the Trustee to obtain such Fixed Rate (which is subject to Borrower revocation) as set forth in Section 2.06 hereof.

(iv) If for any reason the Remarketing Agent does not set a rate for any Medium-Term Period or Fixed Period, the rate for the Series of Bonds for such Medium-Term Period or Fixed Period shall be set by the Trustee and shall be equal to 85% of the then current yield on United States Treasury Obligations selected by the Trustee in its sole discretion as having a remaining term approximately equal to the term of such Medium-Term Period or Fixed Period as published in The Wall Street Journal. In the event the Trustee is required to set the interest rate on a Series of Bonds pursuant to this Section, the Trustee shall not be liable to anyone for any mistake or error in setting such interest rate. The Trustee is authorized to employ any agent deemed advisable to it to calculate or verify any interest rate required to be determined by the Trustee.

(d) After initial issuance, the Calculation Period or Periods and the rate or rates on each Series of Bonds for the Commercial Paper Period shall be determined by the Remarketing Agent as hereinafter described and the Bonds of such Series will bear interest at the various Commercial Paper Rates for the various Calculation Periods, as hereinafter described. During any Commercial Paper Period, any Bond of a Series may have a different Calculation Period and a different Commercial Paper Rate from any other Bond of such Series.

At or prior to 12:00 noon New York City time on any Conversion Date after which a Series of Bonds will bear interest at the Commercial Paper Rate and the day immediately after the end of each Calculation Period, the Remarketing Agent shall establish Calculation Periods with respect to any Bonds of a Series for which no Calculation Period is currently in effect. The Remarketing Agent shall, and the Authority hereby delegates to the Remarketing Agent and the Administrator the authority to, select the Calculation Periods and the applicable Commercial Paper Rates that, together with all other Calculation Periods and related Commercial Paper Rates, in the sole judgment of the Remarketing Agent and the Administrator, will result in the lowest overall borrowing cost on the Series of Bonds. Any Calculation Period established hereunder may not extend beyond (i) any proposed Conversion Date of which the Trustee has notice, (ii) the Tender Date relative to the Stated Expiration Date, or (iii) the day immediately prior to the Stated Maturity of the related Series of Bonds.

On the first day of each Calculation Period, the Remarketing Agent shall set rates by 12:00 noon Eastern Time for the Bonds of such Series for such Calculation Period. With respect to each Calculation Period, the interest rate shall be established at a rate equal to the interest rate per annum that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of par on the date of such determination. Upon determining the rate for each Calculation Period, the Remarketing Agent shall give Immediate Notice to the Trustee of such rates and the related Calculation Periods by not later than 2:00 P.M. Eastern Time on the date of such determination. At any time after 3:30 P.M. Eastern Time on such date, any Bondholder or Borrower with respect to such Series of Bonds may contact the Trustee to obtain the Commercial Paper Rates.

If for any reason the Remarketing Agent shall fail to establish the Commercial Paper Rates or the Calculation Periods for any Bonds of a Series during the Commercial Paper Period, or in the event no Calculation Period may be established, then the Calculation Period for any such Bond shall be a period of 30 days and the Commercial Paper Rate for such Calculation Period shall be 70% of the interest rate applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which 91-day United States Treasury bills shall have been sold at the most recent Treasury auction conducted during the preceding 30 days (or if no such auction has occurred, 70% of the yield on the next maturing United States Treasury obligation that matures not less than 90 days from such calculation date as published in The Wall Street Journal).

The determination of any rate in accordance with the provisions of this Section shall be conclusive and shall be binding upon the Trustee, the Authority, the Borrower, the Bank, the Remarketing Agent, the Bond Insurer and the Bondholders with respect to such Series of Bonds. The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Owners, the Authority, any Borrower or to any other person with respect to any determination of the interest rate on a Series of Bonds for any Rate Period, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(e) If all or a portion of Bonds of a Series are Bank Bonds and the holder thereof elects in writing delivered to the Trustee pursuant to the Standby Bond Purchase Agreement to retain all or any such Bank Bonds in lieu of the remarketing thereof, the interest rate on such retained Bank Bonds shall be the rate established for all Bonds of such Series as established pursuant to the provisions of Sections 2.05, 2.06 and 2.07 hereof and such Bonds shall thereafter be deemed not to be Bank Bonds and shall thereafter bear interest and be subject to optional and mandatory tender for purchase pursuant to this Indenture from the sources provided herein in the same manner as all Bonds of such Series which are not Bank Bonds. Except as otherwise provided herein, all Bank Bonds shall bear interest calculated and payable as set forth in the applicable Standby Bond Purchase Agreement (including interest at the Bank Rate and Excess Interest, if applicable).

Section 2.06. Rate Period Conversion Other Than Conversion to ARS Bonds.

(a) Effective on (i) any Adjustment Date for a Daily Period, a Weekly Period, a Short-Term Period or a Medium-Term Period, with the written approval of the Remarketing Agent, (ii) any Interest Payment Date for all Bonds of a Series in a Commercial Paper Period, or (iii) in the case of Conversion of any Series of Bonds from an ARS Interest Rate Period, an ARS Interest Payment Date, a Borrower with respect to the related Series of Bonds shall have the option to direct a change in the Rate Period for such Series of Bonds to any other Rate Period in accordance with the provisions hereinafter set forth and with respect to conversion to an ARS Interest Rate Period in accordance with the provisions of Article III hereof. For any Series of Bonds for which FSA provides Bond Insurance, FSA shall have the right to direct a change in the Rate Period to a Fixed Period 120 days following: (i) a failed remarketing; or (ii) the Bank's failure to purchase Bonds of a Series under the applicable Standby Bond Purchase Agreement; or (iii) the date on which the Standby Bond Purchase Agreement with respect to such Series of Bonds has terminated and not been replaced.

(b) A Mandatory Tender Date shall occur upon a change from one Rate Period to another Rate Period with respect to a Series of Bonds pursuant to the terms and conditions set forth in Section 4.02 hereof; provided, however, in the case of any Failed Conversion of ARS Bonds to another Rate Period, no mandatory purchase shall apply.

(c) The exercise of such option by the Borrower to convert to another Rate Period shall be by Borrower Request, specifying (i) the new Rate Period, (ii) the Adjustment Date or if being converted from a Commercial Paper Period or ARS Interest Rate Period, the Interest Payment Date or ARS Interest Payment Date, respectively, on which the new Rate Period will take effect and (iii) if the new Rate Period is a Short-Term Period or Medium-Term Period, the duration of the initial Short-Term Period or Medium-Term Period. The Borrower Request shall be delivered to the Trustee at least 20 days prior to the Conversion Date to the Daily Period, the Weekly Period, the Commercial Paper Period, or the Short-Term Period and at least 30 days prior to the Conversion Date to the Medium-Term Period or the Fixed Period. The Trustee shall give notice to the Administrator on behalf of the Authority, the Bank, if any, providing the Standby Bond Purchase Agreement with respect to such Series of Bonds, the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, the Remarketing Agent, if any, the Auction Agent (if any) and the Broker-Dealers (if any) not less than 15 days prior to the Conversion Date and shall be accompanied by (i) a letter from Bond Counsel stating that it expects to give an Opinion stating that such conversion to a different Rate Period is authorized or permitted by this Indenture and the Act, and that such conversion or change in accordance with this subsection will not adversely affect, as of the date of such conversion or change, the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes (if applicable), and (ii) if the Series of Bonds will be converted to a Rate Period other than: (y) an ARS Interest Rate Period or (z) a Fixed Period or a Medium-Term Period that ends on the Stated Maturity of such Series of Bonds, and the amount of interest coverage provided by the Standby Bond Purchase Agreement with respect to such Series of Bonds is not at least equal to an amount necessary to cover interest on such Series of Bonds at 18% per annum for a period of time equal to the number of days commencing on one Interest Payment Date to the day next preceding the following Interest Payment Date for such Rate Period plus 5 days or such other amount required by any Rating Agency providing any rating on such Series of Bonds as evidenced by a written confirmation from such Rating Agency that the ratings on the Series of

Bonds will not be reduced or withdrawn (unless not required by Section 2.02(e)), a confirmation from the Bank that the Standby Bond Purchase Agreement will be amended to provide coverage in an amount needed to maintain the rating on such Series of Bonds.

If Borrower revokes its request to convert to a Medium-Term Period or to a Fixed Period with respect to a Series of Bonds not later than 9:00 a.m., Eastern Time on the Business Day following the day of determination of the Medium-Term Rate or Fixed Rate, the Opinion of Bond Counsel is not delivered or, with respect to a Medium-Term Rate Period, the Standby Bond Purchase Agreement is not amended to provide the required amount of interest coverage or the Bank does not confirm that the amount of interest coverage provided is sufficient, then a Failed Conversion shall occur. If a Failed Conversion does not occur, the Trustee shall give Immediate Notice of the Medium-Term Rate or Fixed Rate (promptly confirmed in writing) to the Administrator on behalf of Authority, the Borrower, and the Bank, if applicable, and to such of the Bondholders who make written request therefor with respect to such Series of Bonds.

(d) Unless a Failed Conversion has occurred, such Series of Bonds shall begin bearing interest pursuant to the new Rate Period on the Conversion Date. If a Failed Conversion occurs, the Rate Period in effect after the proposed Conversion Date shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower; provided, however if the Series of Bonds were ARS Bonds prior to the Failed Conversion, then such Series of Bonds shall bear interest at the ARS Maximum Rate for the immediately ensuing ARS Interest Rate Period. After a Failed Conversion, the Borrower with respect to such Series of Bonds shall continue to have the option to convert the interest rate to a different Rate Period.

(e) If a Series of Bonds in a Commercial Paper Period is to be changed to the Weekly Period, then the first Weekly Period shall end on the Wednesday following the Conversion Date. If a Series of Bonds is to be changed to a Medium-Term Period, then the Medium-Term Period must end on a specified date that is the earlier of (i) the last day of the calendar month that is an integral multiple of 12 calendar months from the beginning of such Medium-Term Period and (ii) the Stated Maturity of such Series of Bonds.

(f) Upon request of the Administrator, on behalf of the Authority, a Series of Bonds converted to bear interest at the Medium-Term Rate may also be subject to purchase by the Trustee at the option of the holders pursuant to Section 4.01 hereof if on or prior to the Conversion Date, the Trustee receives an Opinion of Bond Counsel that purchase by the Trustee at the option of the holders of such Series of Bonds does not adversely affect the exclusion of interest from gross income of the holders thereof for purposes of federal income taxation. Effective on an Optional Tender Date for a Series of Bonds during a Medium-Term Period, such Series of Bonds shall begin bearing interest at the Daily Rate or the Weekly Rate as shall be determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower under the related Series of Bonds. The amount of interest coverage provided by the Standby Bond Purchase Agreement, if required, with respect to such Series of Bonds shall be in an amount required by subsection 2.06(c) hereof.

Section 2.07. Short-Term Period and Medium-Term Period Adjustments.

(a) On the day following the last day of any Short-Term Period or any Medium-Term Period, a Borrower with respect to the related Series of Bonds shall have the option, with the written approval of the Remarketing Agent, and the Administrator on behalf of the Authority, to direct a change in the duration of such Short-Term Period or Medium-Term Period, respectively, for such Series of Bonds. The exercise of such option shall be by Borrower Request specifying the date of the new Short-Term Period or Medium-Term Period and the duration of the new Short-Term Period or Medium-Term Period. The Borrower Request shall be delivered to the Trustee, at least 30 days prior to the Period Adjustment Date for the Short-Term Period or Medium-Term Period, as the case may be, who shall give notice to the Administrator on behalf of the Authority, the Bank providing the Standby Bond Purchase Agreement with respect to such Series of Bonds, the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, and the Remarketing Agent not less than 15 days prior to the Period Adjustment Date for the Short-Term Period or Medium-Term Period, as the case may be, and shall be accompanied by (i) a letter from Bond Counsel stating that it expects to give an Opinion stating that such change in duration is authorized or permitted by this Indenture and the Act, and that such change in duration in accordance with this subsection will not adversely affect, as of the date of such change, the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes (if applicable), and (ii) if the amount of interest coverage provided by the Standby Bond Purchase Agreement with respect to such Series of Bonds is not at least equal to an amount necessary to cover a period of time equal to the number of days from one Interest Payment Date to the day next preceding the following Interest Payment Date plus 5 days' interest on such Series of Bonds at 18% per annum or such other amount required by any Rating Agency providing any rating on such Series of Bonds as evidenced by a written confirmation from such Rating Agency that the ratings on the Series of Bonds will not be reduced or withdrawn (unless not required by Section 2.02(e)), a confirmation from the Bank that the Standby Bond Purchase Agreement will be amended to provide coverage in an amount needed to maintain the rating on such Bonds.

(b) The duration of a Short-Term Period may be adjusted to any other authorized duration only on the first day of a calendar month. The duration of a Medium-Term Period must end on a specified date that is the earlier of (i) the last day of any calendar month that is an integral multiple of 12 calendar months from the beginning of such Medium-Term Period and (ii) the Stated Maturity of such Series of Bonds.

(c) If Borrower revokes its request to change to a different Short-Term Period or Medium-Term Period with a duration different from the current Short-Term Period or Medium-Term Period with respect to a Series of Bonds not later than 9:00 a.m., Eastern Time on the Business Day following the day of determination of the Medium-Term Rate, the required Opinion of Counsel is not delivered, or the Standby Bond Purchase Agreement is not amended to provide the required amount of interest coverage or the Bank does confirm that the amount of interest coverage provided is sufficient to maintain the rating on such Series of Bonds, then a Failed Conversion shall occur. If a Failed Conversion does not occur, then the Trustee shall give Immediate Notice of the Short-Term Rate or Medium-Term Rate and the Short-Term Period or the Medium-Term Period, respectively, (promptly confirmed in writing) to the Administrator on behalf of Authority, the Borrower, and the Bank, if applicable, and to such of the Bondholders who make written request therefor with respect to such Series of Bonds. If a Failed Conversion

occurs, the Rate Period in effect after the proposed Conversion Date shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower. If the Borrower revokes its request to change the duration of the Short-Term Period or Medium-Term Period, the Borrower shall continue to have the option to change to a different Rate Period as provided in this Section.

(d) A Mandatory Tender Date shall occur on the Period Adjustment Date with respect to a Series of Bonds for which a Borrower has requested a change in duration to the Short-Term Period or Medium-Term Period pursuant to the terms and conditions set forth in Section 4.02 hereof.

Section 2.08. Execution, Authentication and Delivery. Each Bond shall be executed on behalf of the Authority by the manual or facsimile signature of the Chairman or Vice Chairman and attested by the manual or facsimile signature of the Secretary or Assistant Secretary, and shall be sealed with the official seal, or a facsimile thereof, of the Authority. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before delivery of the Bonds, such signature or such facsimile shall nevertheless be valid or sufficient for all purposes the same as if he had remained in office until such delivery.

Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the Authority shall bind the Authority, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time after the execution and delivery of this Indenture, the Authority may deliver Bonds executed by the proper officials of the Authority to the Trustee for authentication; and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

No Bond shall be secured by, or entitled to any lien, right or benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form provided for herein executed by a Responsible Officer of the Trustee by manual signature, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder.

Section 2.09. Registration and Transfer of Bonds.

(a) The Authority shall cause books for the registration of the Bonds and for the registration of transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the bond registrar for the Bonds. The Trustee hereby agrees to keep such books for registration of the Bonds and for registration of transfer of the Bonds.

(b) Subject to the express limitations contained in this Section, any Holder of a Bond, in person or by his duly authorized attorney, may register the transfer of his Bond on the Bond Register, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer executed by the Holder or his duly authorized attorney; and upon surrender for registration of transfer of any Bond, the Authority shall execute

and the Trustee shall authenticate and deliver in the name of the designated transferee or transferees a new Bond or Bonds of the same Stated Maturity, aggregate principal amount and tenor as the Bond surrendered and of any Authorized Denomination. Upon any such transfer, the Trustee will deliver to the transferee any notice given pursuant to Section 4.02 with respect to the Bonds transferred.

(c) Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of the same Stated Maturity, interest rate, aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. The Authority shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then Outstanding.

(d) Such registrations of transfers or exchanges of Bonds shall be without charge to the Holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Holder of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Except for transfers pursuant to Sections 4.01 and 4.02 hereof, the Trustee shall not be required (i) to transfer or exchange any Bond during the period from a Record Date to an Interest Payment Date or from the Business Day prior to a Special Record Date to the date for payment of Defaulted Interest, or (ii) to make any exchange or registration of transfer of any Bonds called for redemption in whole or in part.

(e) The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of, or on account of, either principal or interest shall be made only to or upon the order of such Person or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(f) All Bonds issued upon any transfer or exchange of Bonds shall be the valid and binding limited obligations of the Authority, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

(g) In executing any Bond upon any exchange or transfer provided for in this Section, the Authority may rely conclusively on a representation of the Trustee that such execution is required.

(h) Notwithstanding any provision herein or in the Bonds to the contrary, the Trustee shall not register any transfer of or exchange any Bank Bond except in accordance with the provisions of Article XVI and Section 19.04 hereof.

Section 2.10. Mutilated, Lost or Destroyed Bonds. If any Bond is mutilated, lost or destroyed, the Authority may execute and the Trustee (upon the receipt of a written authorization from the Authority) shall authenticate and deliver, a new Bond of the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond mutilated, lost or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be

surrendered to the Trustee, and in the case of any lost or destroyed Bond, there shall be first furnished to the Trustee, the related Borrower and the Authority evidence satisfactory to each of them of the ownership of such Bond and of such loss or destruction, together with indemnity satisfactory to each of them. If any such lost or destroyed Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond, the Authority may pay the same without surrender thereof. The Authority and the Trustee may charge the Holder of such Bond with their reasonable fees and expenses in this connection. In executing a new Bond and in furnishing the Trustee with the written authorization to authenticate and deliver a new Bond as provided for in this Section, the Authority may rely conclusively on a representation of the Trustee that the Trustee is satisfied with the adequacy of the evidence presented concerning the mutilation, loss or destruction of any Bond.

Section 2.11. Temporary Bonds. Pending the preparation of definitive Bonds (in the event certificated Bonds are used), either initially or on the Conversion Date, the Authority may execute and the Trustee shall authenticate and deliver temporary Bonds. Temporary Bonds shall be issuable as fully registered bonds without coupons, of any Authorized Denomination, and substantially in the form of the definitive Bonds but printed, typewritten, or otherwise produced with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the Authority, as conclusively evidenced by the signatures thereon of Authority officials. Temporary Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Authority shall execute and shall furnish definitive fully registered Bonds without coupons and thereupon temporary Bonds shall be surrendered in exchange therefor, without charge, at the principal corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds, a like aggregated principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds.

Section 2.12. Cancellation. All Bonds that have been paid shall be canceled and destroyed by the Trustee and shall not be reissued and a certificate evidencing such cancellation and destruction shall be furnished by the Trustee to the Authority.

Section 2.13. Form of Bonds. Each Series of Bonds shall be in substantially the form attached hereto as Exhibit A, with such variations as may be necessary and appropriate for numbers, dates and other matters.

### ARTICLE III ARS BOND PROVISIONS

Section 3.01. Payments with Respect to a Series of ARS Bonds.

(a) Interest with respect to any Series of ARS Bonds shall accrue from and including, as applicable, the Closing Date, the Conversion Date or the most recent ARS Interest Payment Date to which interest has been paid or duly provided for.

(b) The Trustee shall determine the aggregate amount of interest payable in accordance with subsection (e) below with respect to each Series of ARS Bonds on each ARS Interest Payment Date. Interest due on any ARS Interest Payment Date with respect to a Series of ARS Bonds shall equal the total of all such amounts. The Trustee shall promptly notify the Securities Depository of its calculations, as provided in Section 3.03(b) of this Indenture. The Authority shall continue use of a book-entry system for all Series of ARS Bonds and if such system is no longer to be maintained, the Administrator on behalf of the Authority shall direct each Borrower of a related Series of ARS Bonds to convert such Series of ARS Bonds to a different Rate Period.

(c) Interest on a Series of ARS Bonds shall be computed on the basis of a 360-day year for the actual number of days elapsed. The Applicable ARS Rate for each ARS Interest Period after the first ARS Interest Period shall be the Auction Rate; provided that

(i) if a notice of a proposed adjustment in the percentages used to determine the ARS Maximum Rate, the All-Hold Rate, the No Auction Rate and the Non-Payment Rate shall have been given by the Market Agent in accordance with Section 3.04(b) of this Indenture with respect to a Series of ARS Bonds and, because of a failure to satisfy either of the conditions set forth in clause (i) or (ii) of Section 3.04(c) of this Indenture, such adjustment shall not have taken effect, then an Auction with respect to such Series of ARS Bonds shall not be held on the Auction Date immediately preceding the next succeeding ARS Interest Payment Date and the Applicable ARS Rate for such next succeeding ARS Interest Period shall equal the ARS Maximum Rate on such Auction Date; and

(ii) subject to Section 3.08, if, on any Auction Date, an Auction with respect to a Series of ARS Bonds is not held for any reason, except as contemplated in clause (i) above, then the Applicable ARS Rate for the next succeeding ARS Interest Period shall equal the No Auction Rate on such Auction Date.

Notwithstanding the foregoing:

(x) if the ownership of a Series of ARS Bonds is no longer maintained in book-entry form by a Securities Depository, the Applicable ARS Rate for any ARS Interest Period commencing after the delivery of certificates representing the ARS Bonds pursuant to Section 3.06 of this Indenture shall equal the ARS Maximum Rate; or

(y) if an ARS Payment Default shall have occurred with respect to a Series of ARS Bonds, the Applicable ARS Rate for the ARS Interest Period commencing on or immediately after such ARS Payment Default and for each ARS Interest Period thereafter, to and including the ARS Interest Period, if any, during which, or commencing less than two Business Days after, such ARS Payment Default is cured in accordance with this Indenture, shall equal the Non-Payment Rate on the first day of each such ARS Interest Period, provided that if an Auction occurred on the Business Day immediately preceding any such ARS Interest Period, the Applicable ARS Rate for such ARS Interest Period shall be the Non-Payment Rate.

(d) Medium of Payment.

(i) The principal of and interest on each Series of ARS Bonds shall be payable in any currency of the United States of America which on the respective dates for payment thereof is legal tender for the payment of public and private debts. The principal of and interest on each Series of ARS Bonds (other than at maturity) shall be payable by check mailed on the date due to the registered owner thereof on the Record Date at the address of such registered owner as it appears on the registration books maintained by the Trustee.

(ii) Interest payable on any ARS Interest Payment Date to a registered owner of a Bond of a Series of ARS Bonds in the aggregate principal amount of \$1,000,000 or more may, upon written request by such registered owner received by the Trustee prior to the Record Date preceding such ARS Interest Payment Date, be paid by wire transfer on the date due to a designated account in the United States. Such written request shall remain in effect until rescinded in writing by such registered owner. The principal of each ARS Bond of a Series at maturity will be paid upon presentation and surrender thereof at the principal office of the Trustee.

(iii) Unless otherwise requested by the Securities Depository, payments of the principal of any Series of ARS Bonds, at maturity or upon redemption, and payments of interest on such Series of ARS Bonds made by wire transfer, shall be made by the Trustee in immediately available funds, provided, however, that such method of payment may be modified by written agreement among the Trustee, the Securities Depository and the Auction Agent.

(e) Computation of Interest Distributable on ARS Bonds. The amount of interest distributable to ARS Beneficial Owners, in respect of each \$25,000 in principal amount thereof (or such other authorized denomination as established in the Supplemental Indenture authorizing such Series of ARS Bonds) for any ARS Interest Period or part thereof, shall be calculated by the Trustee by applying the Applicable ARS Rate with respect to such Series of ARS Bonds, for such ARS Interest Period or part thereof, to the principal amount of \$25,000 (or such other authorized denomination as established in the Supplemental Indenture authorizing such Series of ARS Bonds), multiplying such sum by the actual number of days in such ARS Interest Period or part thereof divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upward).

(f) ARS Defaulted Interest.

(i) The Trustee shall determine not later than 2:00 p.m., New York City time, on each ARS Interest Payment Date with respect to a Series of ARS Bonds, whether an ARS Payment Default has occurred. If an ARS Payment Default has occurred, the Trustee shall, not later than 2:30 p.m. New York City time on such Business Day, send a Notice of ARS Payment Default to the Auction Agent and the Administrator and each Broker-Dealer by telecopy or similar means and, if such ARS Payment Default is cured, the Trustee shall immediately send a Notice of Cure of ARS Payment Default to the Auction Agent, each Broker-Dealer and the Administrator by telecopy or similar means.

(ii) ARS Defaulted Interest with respect to a Series of ARS Bonds shall forthwith cease to be payable to the ARS Beneficial Owner on the relevant Record Date by virtue of having been such ARS Beneficial Owner and such ARS Defaulted Interest shall be payable to the Person in whose name the ARS Bonds of such Series are registered at the close of business on a Special Record Date fixed therefor by the Trustee, which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of ARS Defaulted Interest. The Trustee shall promptly notify the Authority and the Administrator of the Special Record Date and, at the expense of the Borrower under the related Loan Agreement, mail to each ARS Beneficial Owner of such Series of ARS Bonds, not less than ten days before the Special Record Date, notice of the date of the proposed payment of such ARS Defaulted Interest.

Section 3.02. Calculation of ARS Maximum Rate, All-Hold Rate and Non-Payment Rate.

(a) The Auction Agent shall calculate the ARS Maximum Rate and the All-Hold Rate on each Auction Date for each Series of ARS Bonds. If the ownership of the Series of ARS Bonds is no longer maintained in book-entry form by the Securities Depository, the Auction Agent shall calculate the ARS Maximum Rate on the Business Day immediately preceding each ARS Interest Payment Date after the delivery of certificates representing such Series of ARS Bonds pursuant to this Indenture. If an ARS Payment Default shall have occurred with respect to such Series of ARS Bonds, the Trustee shall calculate the Non-Payment Rate on the first day of (i) each ARS Interest Period commencing on or after the date of the occurrence and during the continuance of such ARS Payment Default and (ii) any ARS Interest Period commencing less than two Business Days after the cure of any ARS Payment Default. The Auction Agent shall determine the "AA" Composite Commercial Paper Rate for each ARS Interest Period other than the first ARS Interest Period, provided, that if the ownership of such Series of ARS Bonds is no longer maintained in book-entry form, or if an ARS Payment Default has occurred with respect to such Series of ARS Bonds, then the Trustee shall determine the "AA" Composite Commercial Paper Rate for each such ARS Interest Period. The determination by the Trustee or the Auction Agent, as the case may be, of the "AA" Composite Commercial Paper Rate, ARS Maximum Rate, All-Hold Rate, No Auction Rate and Non-Payment Rate shall (in the absence of manifest error) be final and binding upon all ARS Beneficial Owners and all other parties. If calculated or determined by the Auction Agent, the Auction Agent shall promptly advise the Trustee and the Administrator of the "AA" Composite Commercial Paper Rate, ARS Maximum Rate, All-Hold Rate and Non-Payment Rate.

(b) If the Federal Reserve Bank of New York has not made available its 30-day commercial paper rate for purposes of determining the "AA" Composite Commercial Paper Rate, the Auction Agent or the Trustee, as the case may be, shall request that the Administrator, on behalf of the Authority, appoint at least three Commercial Paper Dealers to provide commercial paper quotes for purposes of determining the "AA" Composite Commercial Paper Rate; and if the Administrator, on behalf of the Authority, shall fail to make any such appointment within three Business Days following such request, the Trustee shall appoint such Commercial Paper Dealers and notify the Administrator, on behalf of the Authority, of such appointment.

Section 3.03. Notification of Rates, Amounts and Payment Dates.

(a) So long as the ownership of a Series of ARS Bonds is maintained in book-entry form by the Securities Depository, the Trustee shall advise the Securities Depository of each Record Date for each Series of ARS Bonds at least two Business Days prior thereto.

(b) With respect to a Series of ARS Bonds, on the Closing Date, or as soon as practicable thereafter, and on the Business Day preceding each ARS Interest Payment Date, the Trustee shall advise the Securities Depository, so long as the ownership of the Series of ARS Bonds is maintained in book-entry form by the Securities Depository, of the amount of interest distributable in respect of each \$25,000 in principal amount (or such other authorized denomination established in the Supplemental Indenture authorizing such Series of ARS Bonds) (taken without rounding to the nearest .000001) of ARS Bonds of such Series for any ARS Interest Period or part thereof, calculated in accordance with Section 3.01(e) of this Indenture.

If any day scheduled to be an ARS Interest Payment Date with respect to a Series of ARS Bonds shall be changed after the Trustee shall have given the notice referred to in the preceding sentence, the Trustee shall, not later than 9:15 a.m., New York City time, on the Business Day next preceding the earlier of the new ARS Interest Payment Date or the old ARS Interest Payment Date, by such means as the Trustee deems practicable, give notice of such change to the Auction Agent, so long as no ARS Payment Default has occurred and is continuing and the ownership of such Series of ARS Bonds is maintained in book-entry form by the Securities Depository.

Section 3.04. Adjustment in Percentages.

(a) The Market Agent shall adjust the percentage used in determining the All-Hold Rate for a Series of ARS Bonds, the Applicable Percentages for a Series of ARS Bonds used in determining the ARS Maximum Rate, the No Auction Percentages for a Series of ARS Bonds used in determining the No Auction Rate and the percentage of the Index used in calculating the Non-Payment Rate for a Series of ARS Bonds, if any such adjustment is necessary, in the judgment of the Market Agent, to reflect any change in market convention or Change of Tax Law such that a Series of ARS Bonds bearing interest at the ARS Maximum Rate, a Series of ARS Bonds bearing interest at the All-Hold Rate, a Series of ARS Bonds bearing interest at the No Auction Rate and a Series of ARS Bonds bearing interest at the Non-Payment Rate in each case shall have substantially the same market value after such change in market convention or Change of Tax Law as before such change in market convention or Change of Tax Law. In making any such adjustment, the Market Agent shall take into account the following factors, as in existence both before and after such change in market convention or Change of Tax Law: (i) short-term taxable and tax-exempt market rates and indices of such short-term rates; (ii) the market supply and demand for short-term tax-exempt and taxable securities; (iii) yield curves for short-term and long-term tax-exempt and taxable securities or obligations having a credit rating that is comparable to the Series of ARS Bonds, (iv) general economic conditions, and (v) economic and financial factors present in the securities industry that may affect, or that may be relevant to, the Series of ARS Bonds.

(b) With respect to any Series of ARS Bonds, the Market Agent shall communicate its determination to adjust the percentage used in determining the All-Hold Rate,

the Applicable Percentages used in determining the ARS Maximum Rate, the No Auction Percentages used in determining the No Auction Rate and the percentage of the Index used in calculating the Non-Payment Rate pursuant to subsection (a) above by means of a Notice of Proposed Percentage Change delivered in writing at least 10 days prior to the Auction Date with respect to such Series of ARS Bonds on which the Market Agent desires to effect the change to the Authority, the Trustee, the Administrator, the Broker-Dealer and the Auction Agent. Such notice shall be effective only if it is accompanied by the form of a Favorable Opinion of Bond Counsel.

(c) With respect to any Series of ARS Bonds, an adjustment in the percentage used to determine the All-Hold Rate, the Applicable Percentage used in determining the ARS Maximum Rate, the No Auction Percentages used in determining the No Auction Rate and the percentage of the Index used in calculating the Non-Payment Rate pursuant to subsection (a) shall take effect on an Auction Date with respect to a Series of ARS Bonds only if:

(i) The Trustee, the Administrator, on behalf of the Authority, the Broker-Dealer and the Auction Agent receive, by 11:00 a.m., New York City time, on the Business Day immediately preceding such Auction Date, a Notice of Percentage Change from the Market Agent by telecopy or similar means, (A) authorizing the adjustment of the percentage used to determine the All-Hold Rate, the Applicable Percentages used to determine the ARS Maximum Rate, the No Auction Percentages used in determining the No Auction Rate and the percentage of the Index used to determine the Non-Payment Rate which shall be specified in such authorization, and (B) confirming that Bond Counsel expects to be able to give a Favorable Opinion of Bond Counsel on or prior to such Auction Date; and

(ii) the Trustee, the Broker-Dealer, the Auction Agent and the Administrator receive by 9:30 a.m., New York City time, on such Auction Date, a Favorable Opinion of Bond Counsel.

If any of the conditions referred to in (i) or (ii) above are not met, the existing percentage used in determining the All-Hold Rate, the percentage of the Index used in determining the Non-Payment Rate, the No Auction Percentages used in determining the No Auction Rate and the Applicable Percentages used in determining the ARS Maximum Rate shall remain in effect and the rate of interest for each succeeding ARS Interest Period until each such condition is met shall equal the ARS Maximum Rate on the Auction Date for such succeeding ARS Interest Period.

#### Section 3.05. Market Agent.

(a) The Trustee, as agent for the ARS Beneficial Owners, is hereby directed to enter into a Market Agent Agreement with the Initial Market Agent and to appoint Morgan Keegan & Company, Inc. as the initial Market Agent thereunder. The Market Agent shall serve as such under the terms and provisions hereof and of the Market Agent Agreement. The Market Agent shall be a member of the National Association of Securities Dealers, Inc. having capitalization of at least \$25,000,000, and be authorized by law to perform all the duties imposed upon it by this Indenture and the Market Agent Agreement. The Market Agent may be removed by the Trustee at any time upon and pursuant to the written direction of (i) the Administrator on behalf of the Authority or (ii) the ARS Beneficial Owners of 66-2/3% of the aggregate principal

amount of the ARS Bonds of the respective Series then outstanding or (iii) by the Bond Insurer, if any, with respect to such Series of ARS Bonds, by an instrument signed by the Trustee and filed with the Market Agent, the Auction Agent, the Bond Insurer, the Authority and the Administrator; provided that such removal shall not take effect until the appointment by the Administrator, on behalf of the Authority, of a substitute Market Agent. The Market Agent may resign upon 30 days' written notice delivered to the Trustee, provided that such resignation shall not take effect until the appointment by the Authority of a substitute Market Agent. If the Authority is unable to appoint a substitute Market Agent within 30 days following receipt of such written notice of resignation, the Market Agent may petition the appropriate court having jurisdiction to appoint a substitute Market Agent.

(b) The Market Agent also may be removed at any time, at the written request of the Administrator, on behalf of the Authority, for any material breach of its obligations hereunder or under the Market Agent Agreement.

#### Section 3.06. Auction Agent.

(a) The Trustee is hereby directed to enter into the Initial Auction Agent Agreement with the Initial Auction Agent and to appoint Deutsche Bank Trust Company Americas as the initial Auction Agent. Any substitute Auction Agent shall be (i) subject to the written approval of the Bond Insurer and each Broker-Dealer, (ii) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in the Borough of Manhattan, New York, or such other location as approved by the Trustee and the Market Agent in writing and having a combined capital stock or surplus of at least \$15,000,000, or (iii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000, and, in either case, authorized by law to perform all the duties imposed upon it hereunder and under the Auction Agent Agreement. The Auction Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 90 days' written notice to the Trustee, the Broker-Dealer, the Administrator, on behalf of the Authority, the Insurer, and the Market Agent. The Auction Agent may be removed at any time by the Trustee, upon the written direction of (i) the Administrator, on behalf of the Authority, or (ii) the ARS Beneficial Owners of 66-2/3% of the aggregate principal amount of the ARS Bonds then outstanding or (iii) the Bond Insurer, if any, with respect to a Series of ARS Bonds or (iv) the Administrator on behalf of the Authority, by an instrument signed by the Trustee and filed with the Auction Agent, the Bond Insurer, the Market Agent, the Authority and the Administrator upon at least 30 days' notice. Neither the resignation nor the removal of the Auction Agent pursuant to the preceding two sentences shall be effective until and unless a substitute Auction Agent has been appointed, approved by the Bond Insurer, if any, with respect to a related Series of ARS Bonds, and has accepted such appointment. If required by the Market Agent, a substitute Auction Agent Agreement shall be entered into with a substitute Auction Agent. Notwithstanding the foregoing, the Auction Agent may terminate the Auction Agent Agreement if, within 45 days after notifying the Trustee, the Authority, the Administrator, the Bond Insurer and the Market Agent in writing that it has not received payment of any Auction Agent Fee due it in accordance with the terms of the Auction Agent Agreement, the Auction Agent does not receive such payment. The Insurer may make the payment of any Auction Agent Fee and expenses due the Auction Agent. The Trustee shall not be liable for any action taken, suffered or omitted by the Auction Agent.

(b) If the Auction Agent shall resign or be removed or be dissolved, or if the property or affairs of the Auction Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, the Trustee, at the direction of the Administrator, on behalf of the Authority, shall use its best efforts to appoint a substitute Auction Agent.

(c) The Auction Agent is acting as agent for the Trustee in connection with Auctions. In the absence of bad faith, negligent failure to act or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or any error of judgment made by it in the performance of its duties under the Auction Agent Agreement and shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts.

(d) The Auction Agent may be removed at any time, at the written request of the Administrator on behalf of the Authority for any breach of its obligations hereunder or under the Auction Agent Agreement.

(e) The Auction Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Auction Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

#### Section 3.07. Broker-Dealers.

(a) The Auction Agent shall enter into a Broker-Dealer Agreement with Morgan Keegan & Company, Inc., as the initial Broker-Dealer. The Administrator, on behalf of the Authority, may, from time to time, approve one or more additional Persons to serve as a Broker-Dealer under a Broker-Dealer Agreement and shall be responsible for providing such Broker-Dealer Agreements to the Trustee and the Auction Agent. No such party shall constitute a Broker-Dealer until a fully executed Broker-Dealer Agreement is delivered to the Trustee and the Auction Agent.

(b) Any Broker-Dealer may be removed at any time, at the written request of the Administrator on behalf of the Authority.

Section 3.08. Provisions Relating to Auctions. None of the Borrowers, the Authority, the Trustee, the Administrator or the Auction Agent shall be responsible for any failure of a Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor shall any of the Borrowers, the Authority, the Trustee, the Administrator or the Auction Agent be responsible for failure by any Securities Depository to effect any transfer or to provide the Auction Agent with current information regarding registration of transfers. None of the Borrowers, the Authority, the Trustee, the Administrator, a Broker-Dealer or the Auction Agent shall have any liability in the event that there are not Sufficient Clearing Bids from time to time pursuant to the Auction Procedures.

With respect to any Series of ARS Bonds, if for any reason Auctions are suspended or otherwise not held on two successive Auction Dates, or if on two consecutive Auction Dates there are not sufficient clearing bids; or if for any reason the Auction Rate on the Series of ARS Bonds would be the ARS Maximum Rate for the longer of two consecutive periods or 45 days, the Rate Period on such Series of ARS Bonds shall be converted to another Rate Period with the consent of the Bond Insurer, if any, for such Series of ARS Bonds.

Section 3.09. Agreement of Holders. By purchasing a Series of ARS Bonds, whether in an Auction or otherwise, each prospective purchaser of Bonds of a Series of ARS Bonds or its Broker-Dealer will be deemed to have agreed to the provisions for the replacement of the Auction Agent, each Broker-Dealer and the Market Agent as provided in this Indenture, and relevant agreements among the Authority, the Borrowers, the Trustee, the Administrator, the Auction Agent, the Market Agent and the Broker-Dealer, as appropriate.

Section 3.10. Changes in Auction Period or Auction Date.

(a) Changes in Auction Period.

(i) The Auction Periods for the ARS Interest Rate Periods commencing on the Closing Date initially shall be as set forth in each Supplemental Indenture with respect to a Series of ARS Bonds. The Auction Period for a Series of ARS Bonds resulting from a Conversion to an ARS Interest Rate Period, initially shall be either a seven-day period or a 35-day period commencing generally on a Monday, generally on a Tuesday, generally on a Wednesday, generally on a Thursday or generally on a Friday, in each case as determined by the Borrower of the related Loan Agreement in its notice of the proposed Conversion to such subsequent ARS Interest Rate Period as provided in Section 3.11.

(ii) During any ARS Interest Rate Period, a Borrower with a related Loan Agreement may from time to time on any ARS Interest Payment Date, change the length of the Auction Period for a related Series of ARS Bonds between seven-days and 35-days in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by such Series of ARS Bonds. A Borrower shall initiate the change in the length of the Auction Period by giving written notice to the Trustee, the Administrator, on behalf of the Authority, the Bond Insurer, if any, the Auction Agent, the Broker-Dealer and the Securities Depository that the Auction Period shall change if the conditions described herein are satisfied and the proposed effective date of the change, at least thirty Business Days prior to the Auction Date for such Auction Period.

(iii) Any such changed Auction Period shall be for a period of seven days or 35 days and shall apply for all of the Bonds of such Series of ARS Bonds.

(iv) No change in the length of the Auction Period for Bonds of a Series of ARS Bonds shall be allowed unless Sufficient Clearing Bids existed at both the Auction before the date on which the notice of the proposed change was given as

provided in clause (ii) of this subsection (a) and the Auction immediately preceding the proposed change.

(v) The change in length of the Auction Period for the Bonds of a Series of ARS Bonds shall take effect only if Sufficient Clearing Bids exist at the Auction on the Auction Date for the first such Auction Period. For purposes of the Auction for such first Auction Period only, each Existing Holder shall be deemed to have submitted Sell Orders with respect to all of its ARS Bonds of such Series except to the extent such Existing Holder submits an Order with respect to such ARS Bonds. If the condition referred to in the first sentence of this clause (v) is not met, the Auction Rate for the next Auction Period shall be the ARS Maximum Rate, and the Auction Period shall be the Auction Period already in effect.

(b) Changes in Auction Date. During any ARS Interest Rate Period for a Series of ARS Bonds, a Borrower with a related Loan Agreement may specify an earlier Auction Date for any Business Day earlier (but in no event more than five Business Days earlier) than the Auction Date that would otherwise be determined in accordance with the definition of “Auction Date” in order to conform with then current market practice with respect to similar securities or to accommodate economic and financial factors that may affect or be relevant to the day of the week constituting an Auction Date and the interest rate borne on the related Series of ARS Bonds. Such Borrower shall provide notice of its determination to specify an earlier Auction Date for an Auction Period by means of a written notice delivered at least 30 days prior to the proposed changed Auction Date to the Trustee, the Administrator, the Broker-Dealer and the Securities Depository.

### Section 3.11. Conversion of a Series of Bonds to an Auction Rate Period.

(a) Conversion to Applicable ARS Rate. A Borrower with a related Loan Agreement may, from time to time, by written direction by first-class mail, or by telecopy confirmed by first-class mail to the Administrator on behalf of the Authority, the Trustee, the Tender Agent, if any, the Bank, if any, the Bond Insurer, if any, the Remarketing Agent, if any, the Auction Agent, if any, and each Broker-Dealer, if any, elect that a Series of Bonds shall bear interest at the Applicable ARS Rate. The direction of the Borrower shall specify (A) the proposed effective date of the Conversion to the Applicable ARS Rate, which shall be (1) in each case, a Business Day not earlier than the 30th day following the second Business Day after receipt by the Trustee of such direction, (2) in the case of a Conversion from a Medium-Term Interest Rate Period, the day immediately following the last day of the then-current Medium-Term Period or a day on which the Bonds of such Series would otherwise be subject to optional redemption pursuant to Section 4.01(b) if such Conversion did not occur, and (3) in the case of a Conversion from a Daily Period, Weekly Period or Short-Term Period, the day immediately following the last day of the Daily Period, Weekly Period or Short-Term Period, (B) the Tender Date for the ARS Bonds of such Series to be purchased, which shall be the proposed effective date of the adjustment to the Applicable ARS Rate and (C) the initial Auction Period. In addition, the Trustee must have received a Favorable Opinion of Bond Counsel with respect to such Conversion dated the effective date of such Conversion and the direction of the Borrower shall be accompanied by a form of notice to be mailed to the holders of the ARS Bonds of such Series by the Trustee as provided in Section 3.11(b). During each ARS Interest Rate Period for the Bonds of such Series commencing on a date so specified and ending on the day immediately

preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Bonds of such Series shall be the Applicable ARS Rate.

(b) Notice of Conversion to Applicable ARS Rate. The Trustee shall give notice by first-class mail of an adjustment to an ARS Interest Rate Period to the holders of the Bonds of such Series to be converted to ARS Bonds bearing interest at the Auction Rate not less than 30 days prior to the proposed effective date of such ARS Interest Rate Period. Such notice shall state (A) that the interest rate shall be adjusted to the Applicable ARS Rate unless the Borrower rescinds its election to adjust the interest rate to the Applicable ARS Rate as provided in Section 3.11(c); (B) the proposed effective date of the ARS Interest Rate Period; (C) that the ARS Bonds of such Series are subject to mandatory tender for purchase on the proposed effective date and setting forth the purchase price and the place of delivery for purchase of the Bonds of such Series; and (D) the information set forth in Section 4.02(c).

(c) If a Borrower revokes its request to convert to an ARS Interest Rate Period with respect to a Series of Bonds by delivering notice to the Trustee, the Remarketing Agent (if any), the Administrator, the Auction Agent (if any), and the Broker-Dealer (if any) on or prior to 10:00 a.m., on the second Business Day preceding the effective date of any such Conversion, then a Failed Conversion shall occur. The Bonds of such Series shall continue to be subject to mandatory tender pursuant to Section 4.02(b) hereof and the Rate Period in effect after the proposed Conversion Date shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower.

#### ARTICLE IV PURCHASE AND REMARKETING OF BONDS

##### Section 4.01. Purchase of Bonds at Option of Holder.

(a) If the Daily Period, the Weekly Period or the Short-Term Period is in effect for any Series of Bonds, or the Medium-Term Period is in effect for a Series of Bonds for which the Borrower has elected that such Bonds may be purchased at the option of the holder as otherwise provided in this Indenture, the Trustee shall purchase any Bond of such Series (other than a Bank Bond), in whole or in part (provided that each of the portion to be purchased and the portion to be retained is in an Authorized Denomination) upon the demand of the holder thereof (or while the Bonds are held pursuant to a book-entry system, by the Beneficial Owner through the Participant) at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase, but only upon (1) delivery to the Remarketing Agent and to the Trustee at their respective principal offices of a written notice, or at the option of the Trustee and the Remarketing Agent, telephonic notice immediately confirmed in writing, from the Holder of such Bond (an "Optional Tender Notice") which shall state (i) the principal amount or portions of such Bond being tendered, the number of the Bond being tendered, the Series designation of such Bond being tendered and the name of the Holder thereof and (ii) the Optional Tender Date, and (2) if Bonds are not being held under a book-entry system, delivery of such Bond (with all necessary endorsements) to the Trustee, at the principal corporate trust office of the Trustee, at or prior to 11:00 a.m., Eastern Time, on the first Business Day prior to the date of purchase specified in the aforesaid notice; or in the case of Bonds in the Daily Period on the date of purchase no later than 10:15 a.m. Eastern Time; provided, however, that payment of the purchase price of such Bonds shall be made pursuant to this section only if the Bonds so delivered to the

Trustee, shall conform in all respects to the description thereof in the aforesaid notice. Payment of such purchase price shall be made by check unless the Bondholder's Optional Tender Notice contains instructions to wire such purchase price to a particular account. Any Bondholder delivering an Optional Tender Notice shall be deemed to have irrevocably surrendered to the Trustee the principal amount of the Bonds to which such Optional Tender Notice relates on the Optional Tender Date.

While the book-entry system is in effect, the ownership interest of any Beneficial Owner of a Bond or portion thereof in an authorized denomination shall be purchased at the purchase price if such Beneficial Owner causes the Participant through whom such Beneficial Owner holds such Bonds to (i) deliver to the Trustee at its principal office and to the Remarketing Agent at its principal office a notice which (1) states the aggregate amount of the beneficial ownership interest to be purchased, and (2) states the date on which such beneficial interest is to be purchased, which date shall be a Tender Date not prior to the seventh day next succeeding the latest date of delivery of such notice; and (ii) on the same date as delivery of the notice referred to in (i) above, deliver a notice to the Securities Depository irrevocably instructing it to transfer on the registration books of the Securities Depository the beneficial ownership interests in such Bond or portion thereof to the account of the Trustee, for settlement on the purchase date on a "free delivery" basis with a copy of such notice delivered to the Trustee on the same date; and if such beneficial interests are to be purchased prior to the next succeeding Interest Payment Date and after the Record Date in respect thereof, a due bill, payable to bearer, for interest due on such Interest Payment Date, shall be delivered to the Participant by the Beneficial Owner giving notice of such tender.

(b) On the Optional Tender Date, the Trustee shall purchase the Bond or portion thereof identified in such Optional Tender Notice from the Holder thereof at a purchase price equal to the principal amount or portion thereof being tendered plus accrued interest, but only from funds provided from the Bond Purchase Fund as provided in Section 8.03.

(c) Any Series of Bonds in the Medium-Term Period tendered pursuant to an Optional Tender Notice shall be remarketed by the Remarketing Agent pursuant to Section 4.03 hereof at the Daily Rate or at the Weekly Rate as shall be determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower under the related Loan Agreement.

#### Section 4.02. Mandatory Tender of Bonds.

(a) The following shall be a Mandatory Tender Date for each Bond in a Series of Bonds: (i) Each proposed Conversion Date (other than Failed Conversion of ARS Bonds to another Rate Period), each Period Adjustment Date and each Termination Date; (ii) for any Series of Bonds in a Commercial Paper Period, the day following the last day of each Calculation Period; (iii) and for any Series of Bonds bearing interest in the Daily Period, the Weekly Period, the Short-Term Period, the Medium-Term Period and the Commercial Paper Period, one Business Day prior to the effective date of a substitute Standby Bond Purchase Agreement. Subject to the provisions of subsections (b) and (c) below, the Holder of each Bond for which mandatory tender is required to be made hereunder shall tender (or shall be deemed to tender) such Bond to the Trustee, at its principal corporate trust office for purchase on the Mandatory Tender Date.

(b) (1) Upon receipt of notice establishing the proposed Conversion Date or the Period Adjustment Date for a Series of Bonds, the letter of Bond Counsel and the confirmation from the Bank, if necessary, as to the interest coverage provided under the Standby Bond Purchase Agreement, as provided in Sections 2.06 and 2.07, the Trustee shall give notice (except when Bonds of a Series are subject to mandatory tender on the day immediately following the end of a Calculation Period) by mail to the respective Bondholders, the Remarketing Agent, the Administrator on behalf of the Authority, the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, and the Bank providing a Standby Bond Purchase Agreement with respect to such Series of Bonds, at least 15 days (30 days for a proposed ARS Interest Rate Period) before the proposed Conversion Date or Period Adjustment Date of the proposed Conversion Date or Period Adjustment Date and that the proposed Conversion Date or Period Adjustment Date is a Mandatory Tender Date. Such notice shall state with respect to such Series of Bonds (i) the Mandatory Tender Date; (ii) that all Bonds, other than Bank Bonds, are subject to mandatory purchase on the Mandatory Tender Date (unless there has been a Failed Conversion) as hereinafter set forth at a purchase price equal to the principal amount thereof, plus accrued interest to the Mandatory Tender Date; (iii) that all Bondholders are required to deliver their Bonds (if Bonds are not being held under a book-entry system) to the Trustee by no later than 11:00 a.m. Eastern Time on the Business Day prior to the Mandatory Tender Date at the principal corporate trust office of the Trustee; (iv) that each Bondholder who has properly tendered such Bonds in accordance with the above provisions will be paid the purchase price therefor, plus interest to the Mandatory Tender Date, which will be paid to such Holder in accordance with the Indenture, and if such purchase price and interest is paid, such registered owner shall have no further rights with respect to said Bonds; and (v) with respect to any Bondholder who has not properly tendered such Bonds in accordance with the notice, (A) such Bondholder's Bonds will be deemed tendered and purchased on the proposed Conversion Date or Period Adjustment Date at a purchase price equal to the principal amount thereof, plus accrued interest to the Mandatory Tender Date, (B) such Bonds shall, on and after the proposed Conversion Date or Period Adjustment Date cease to accrue interest and after such date the Bondholder shall have no further rights under such Bond or Bonds except to receive the principal of the Bond or Bonds upon presentation and surrender of such Bond or Bonds to the Trustee.

(2) Unless a Failed Conversion shall occur, on the proposed Conversion Date or on the Period Adjustment Date, the Trustee shall purchase all Outstanding Bonds of such Series, using the funds described in Section 8.03(b); provided, however, ARS Bonds shall be purchased from funds derived from the Auction.

If (i) the Remarketing Agent fails to determine and notify the Trustee of the Fixed Rate, Medium-Term Rate or Short-Term Rate, (ii) the Opinion of Bond Counsel is not delivered on or prior to the proposed Conversion Date or Period Adjustment Date or, (iii) a Borrower with respect to such Series of Bonds revokes its request to convert the interest rate on such Series of Bonds to a Medium-Term Rate, Fixed Rate, or ARS Interest Rate Period or its request to change to a different duration Medium-Term Period or Short-Term Period, or other than in the case of conversion to the Fixed Rate or the ARS Interest Rate Period, the Standby Bond Purchase Agreement does not provide sufficient interest coverage and the applicable Rating Agency has not confirmed that the rating on the Bonds of such Series will remain unchanged, then a Failed Conversion shall be deemed to have occurred. In the event of a Failed Conversion, the Trustee shall immediately notify the Administrator, the Remarketing Agent, if applicable, the Bank, if

applicable, the Bond Insurer, if applicable, the Auction Agent, if applicable, and the Broker-Dealer, if applicable, that a Failed Conversion has occurred and that the interest rate on such Series of Bonds will be established at the Daily Rate or Weekly Rate, respectively, as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower and that the Daily Period or Weekly Period, respectively, shall be in effect as of the proposed Conversion Date or Period Adjustment Date; provided, however, if a Borrower with a Loan Agreement related to a Series of Bonds that are ARS Bonds revokes its request to convert to another Rate Period, the Trustee shall immediately notify the Administrator, the Remarketing Agent, the Broker-Dealer, the Auction Agent, the Bank, if any, and the Bond Insurer, if any, that a Failed Conversion has occurred and that no mandatory purchase shall apply and the rate for the ensuing period shall be the ARS Maximum Rate.

When Bonds of a Series are subject to mandatory tender on the day immediately following the end of a Calculation Period, the Trustee is not required to deliver or mail any notice to the Owners of the Bonds.

(c) Any Series of Bonds covered by a Standby Bond Purchase Agreement shall be subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof, plus accrued interest on the Termination Date and on one Business Day prior to the effective date of a substitute Standby Bond Purchase Agreement for Bonds bearing interest at the Daily Rate, Weekly Rate, Short-Term Rate, Medium-Term Rate or Commercial Paper Rate. The Trustee shall give written notice of such mandatory tender to the Bondholders, the Administrator, the Remarketing Agent, the Bank and the Bond Insurer (i) at least 15 days prior to any Mandatory Tender Date with respect to a Stated Expiration Date and provision of a substitute Standby Bond Purchase Agreement and (ii) within two Business Days of receipt of notice from the Bank providing the Standby Bond Purchase Agreement with respect to such Series of Bonds with respect to an Event of Termination (With Notice). Such notice shall state with respect to such Series of Bonds (i) the Mandatory Tender Date, (ii) the date such Standby Bond Purchase Agreement will no longer be in effect because of the termination, suspension, expiration or substitution thereof, (iii) that all Bonds of such Series, other than Bank Bonds or Bonds owned by the Authority or any Borrower, are subject to mandatory purchase as hereinafter set forth at a purchase price equal to the principal amount thereof, plus accrued interest to the Mandatory Tender Date; (iv) that all Bondholders are required to deliver their Bonds (if Bonds are not being held under a book-entry system) to the Trustee by no later than 11:00 a.m. Eastern Time on the Mandatory Tender Date at the principal corporate trust office of the Trustee; (v) that each Bondholder who has properly tendered such Bonds in accordance with the above provisions will be paid the purchase price therefor, plus interest to the Mandatory Tender Date which will be paid to such Bondholder in accordance with the Indenture, and if such purchase price and interest is paid, such registered owner shall have no further rights with respect to said Bonds; (vi) that with respect to any Bondholder who has not properly tendered such Bonds in accordance with the above provisions of this notice, (A) such Holder's Bonds will nevertheless be deemed tendered and purchased on the Mandatory Tender Date at a purchase price equal to the principal amount thereof, plus accrued interest to the Mandatory Tender Date, (B) such Holder will be paid interest on such Bonds on the Mandatory Tender Date as provided in the Indenture and will be paid the purchase price for such Bonds upon the tender of such Bonds to the Trustee and (C) such Bonds shall, after the Mandatory Tender Date, cease to accrue interest and after the Mandatory Tender Date such Holder will have no rights with respect to such Bonds except to receive payment of the purchase price (without interest thereon) upon

tender of such Bonds to the Trustee. The Trustee shall pay the purchase price of such tendered Bonds from funds drawn under the existing Standby Bond Purchase Agreement providing coverage with respect to such Series of Bonds prior to the substitute Standby Bond Purchase Agreement (and the existing Standby Bond Purchase Agreement will not be terminated until the Bonds are purchased), or if such Series of Bonds are converted to the Fixed Rate prior to the Mandatory Tender Date from proceeds of the remarketing of such Series of Bonds. Such Bonds may not be remarketed until they are entitled to the benefit of a Standby Bond Purchase Agreement or are converted to a Fixed Rate.

(d) Bonds tendered for purchase may not be purchased from the Remarketing Agent by the Authority for its own account or the Borrower under a related Loan Agreement; provided, however, such Bonds may be purchased by a trustee pursuant to a trust indenture with the Authority.

(e) Any Bonds of a Series which are not tendered on or prior to a Mandatory Tender Date or any Bonds of a Series which are not tendered on an Optional Tender Date pursuant to an Optional Tender Notice (the "Untendered Bonds"), for which there has been irrevocably deposited in trust with the Trustee an amount sufficient to pay the purchase price thereof, shall be deemed to have been tendered for purchase and purchased as provided herein (unless a Failed Conversion shall have occurred or in the event of a mandatory tender on a Termination Date, the Standby Bond Purchase Agreement with respect to such Series of Bonds has been replaced or extended in accordance with this Indenture). Holders of Untendered Bonds shall not be entitled to any payment (including any interest to accrue subsequent to the Mandatory Tender Date) other than the purchase price for such Untendered Bonds, and the Holders of such Untendered Bonds shall no longer be entitled to the benefits of this Indenture, except for the purpose of payment of the purchase price thereof. Replacement Bonds shall be issued in place of such Untendered Bonds and after the issuance of such replacement Bonds, such Untendered Bonds shall be deemed to have been purchased and shall no longer be Outstanding under this Indenture. The Authority is not responsible for any failure to purchase Bonds tendered pursuant to Sections 4.01 or 4.02 hereof. Failure of the purchase of a Bond tendered in accordance with Sections 4.01 and 4.02 hereof shall not constitute an Event of Default hereunder.

(f) Payment of the purchase price on any Mandatory Tender Date shall be by check unless the Bondholder provides written instructions to the Trustee to wire such purchase price to an account located in the continental United States at least five days before the Mandatory Purchase Date or for ARS Bonds shall be pursuant to the Auction Procedures.

(g) The Trustee shall give the Bank written notice of the aggregate principal amount of Bonds, the purchase of which by the Bank could be required and the date of such purchase under the Standby Bond Purchase Agreement, if funds are not otherwise available and required to be used for such purchase under this Indenture (i) no later than 4:00 p.m. (New York City time) on the Business Day next following the date of receipt of notice by the Remarketing Agent of any Bonds to be tendered at the option of the Holder thereof and (ii) not later than ten (10) days prior to a Mandatory Tender Date.

(h) The Trustee shall give written notice of mandatory tender of any Bonds of a Series of ARS Bonds to the Auction Agent for such Series of ARS Bonds not later than 11:00 a.m., Eastern time, on the date notice is sent to any Bondholder.

**Section 4.03. Remarketing of Bonds.**

(a) Upon receipt of an Optional Tender Notice from a Bondholder pursuant to section 4.01(a) and upon receipt of a Mandatory Tender Notice pursuant to Section 4.02(b) or (c), the Remarketing Agent in accordance with and subject to the limitations of the provisions of the Remarketing Agreement shall offer for sale and use its best efforts to sell, on the Optional Tender Date or Mandatory Tender Date, as the case may be, at a purchase price provided herein, the Series of Bonds (other than ARS Bonds) or portions thereof to be purchased on the Optional Tender Date or Mandatory Tender Date, as the case may be; provided, however, in no event shall such Series of Bonds be remarketed to the Authority for its own account or any Borrower with respect to such Bonds.

(b) No later than 1:00 p.m., Eastern Time, on the Business Day next preceding the Optional Tender Date or Mandatory Tender Date, the Remarketing Agent shall give Immediate Notice (the "Remarketing Notice"), to the Trustee specifying the total principal amount or portions thereof of Bonds of each Series, if any, sold for settlement on such Optional Tender Date or Mandatory Tender Date, as the case may be, and the name(s) in which each remarketed Bond of a Series is to be registered, together with the purchaser's address and taxpayer identification number and the denomination in which each remarketed Bond is to be registered. The Remarketing Agent shall deliver to the Trustee, in immediately available funds, on or before 11:00 a.m. Eastern Time on the Optional Tender Date or the Mandatory Tender Date an amount equal to the purchase price of and accrued interest, if any, on the total principal amount of Bonds of a Series subject to tender for deposit in accordance with Article VII.

(c) The Remarketing Agent shall also offer for sale and use its best efforts to sell, at a purchase price of par, plus accrued interest, if any, to the date of purchase, any Bank Bonds of a Series outstanding from time to time, subject to the provisions hereof and the Remarketing Agreement and applicable law and regulations. Any amounts received with respect to the remarketing of Bank Bonds of a Series shall be paid to the Bank providing the Standby Bond Purchase Agreement with respect to such Series in accordance with the provisions of Section 15.02.

**Section 4.04. Purchase of Tendered Bonds.** Prior to the close of business on the Optional Tender Date or Mandatory Tender Date, the Trustee shall pay, but only from funds in the Bond Purchase Fund (other than ARS Bonds), the purchase price for all Bonds of a Series properly tendered for purchase pursuant to Section 4.01 or Section 4.02. Funds for the payment of such purchase price shall be derived from the sources and in the order set forth in Section 7.03. ARS Bonds shall be paid as set forth in the Auction Procedures.

Any Bond of a Series (unless the Registered Owner thereof is DTC or its nominee) delivered for payment of the purchase price shall be accompanied by an instrument of transfer thereof in form satisfactory to the Trustee executed in blank by the owner thereof and with all signatures guaranteed by a member firm of a Medallion Program acceptable to the Trustee. The Trustee may refuse to accept delivery of any Bond of a Series for which an instrument of transfer

satisfactory to it has not been provided and shall have no obligation to pay the purchase price of such Bond until a satisfactory instrument is delivered.

The Trustee shall hold all Bonds of a Series delivered pursuant to Sections 4.01 and 4.02 in trust for the benefit of the owners thereof until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners, and thereafter shall deliver such Bonds to the purchasers thereof. Such moneys and any moneys received from the Remarketing Agent to pay the purchase price of the Bonds and delivered to the Trustee shall not be invested by the Trustee.

Section 4.05. Delivery of Bonds. Bonds (unless the Registered Owner thereof is DTC or its nominee) purchased pursuant to Section 4.01 or 4.02 shall be delivered as follows:

(a) Bonds purchased by the Trustee with moneys described in clause (1) of Section 7.03(b) shall be delivered by the Trustee as directed in the Remarketing Notice.

(b) Bonds purchased by the Trustee with moneys described in clause (2) of Section 7.03(b) shall be held or delivered by the Trustee in accordance with Sections 16.01 and 19.04 hereof. Bonds held or delivered, as appropriate, by the Trustee as provided in this subsection shall be registered as otherwise provided in Sections 16.01 and 19.04 hereof.

(c) ARS Bonds shall be delivered as set forth in the Auction Procedures.

Section 4.06. Sale of Bank Bonds. Bank Bonds of a Series shall not be sold by the Bank providing the Standby Bond Purchase Agreement with respect to such Series except (i) in connection with the remarketing thereof in accordance with Section 4.03(c) hereof or (ii) in accordance with the provisions set forth in such Standby Bond Purchase Agreement. The Bank may reserve the right to sell, at any time, Bank Bonds, subject to the express terms of this Indenture and the Standby Bond Purchase Agreement. The Bank providing the Standby Bond Purchase Agreement with respect to such Series of Bonds shall notify the Trustee and the Remarketing Agent promptly of any such sale and shall notify the transferee in writing that such Bank Bond shall not be subject to purchase upon demand of such transferee pursuant to Section 4.01 hereof and shall not be purchased with funds provided under such Standby Bond Purchase Agreement, except as otherwise provided in Section 2.05(e) hereof. The Trustee is not required to monitor the Bank's compliance with the provisions of such Standby Bond Purchase Agreement with respect to subsequent transfers of Bonds of such Series.

Section 4.07. Purchase Not to Constitute a Redemption. The Authority and the Trustee recognize and acknowledge that, in carrying out their responsibilities under this Article IV, the Trustee and the Remarketing Agent shall be acting solely for the benefit of the Holders from time to time of the Bonds and of the respective Borrower. No delivery of Bonds of a Series to the Trustee or purchase of Bonds under this Article shall constitute a redemption of the Bonds of a Series or an extinguishment of the debt evidenced thereby.

Section 4.08. No Purchase or Sales After Events of Termination (Without Notice). Anything in this Indenture to the contrary notwithstanding, there shall be no purchases of any Bond of a Series by a Bank under a related Standby Bond Purchase Agreement pursuant to this Article IV if there shall have occurred and be continuing an Event of Termination (Without

Notice) with respect to such Series of Bonds under the Standby Bond Purchase Agreement for such Series (other than a purchase pursuant to Section 4.02(b) and (c) with remarketing proceeds pursuant to Section 4.03 and not with moneys drawn on the Standby Bond Purchase Agreement). The Trustee shall give notice to the Bondholders of such Series, the Remarketing Agent, the Administrator, and the Bond Insurer providing Bond Insurance with respect to such Series of any Event of Termination (Without Notice) not later than the Business Day following receipt by the Trustee of such written notice of Event of Termination (Without Notice) and that such event results in no purchase or sale of Bonds of such Series by the Bank under the related Standby Bond Purchase Agreement, and notice of the curing of any such events within five Business Days of notice from the Bank providing the Standby Bond Purchase Agreement with respect to such Series of Bonds of such cure and that purchases and sales are again permitted under Article IV hereof.

## ARTICLE V REDEMPTION OF BONDS

Section 5.01. Redemption. Each Series of Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III and such Series of Bonds.

### Section 5.02. Optional Redemption.

(a) Each Series of Bonds shall be subject to redemption by the Authority, at the option of a Borrower for whose benefit such Series of Bonds was issued, in whole or in part (subject to Section 3.06 hereof), at the times and at redemption prices set forth below. Such redemptions shall be made upon a Borrower Request to the Administrator who shall direct the redemption on behalf of the Authority.

(b) During the Daily Period, the Weekly Period or the Short-Term Period for any Series of Bonds, such Bonds are subject to optional redemption by the Authority, in whole or in part on any Business Day, at the principal amount thereof plus accrued interest to the Redemption Date.

(c) Any Series of Bonds (other than ARS Bonds) is subject to optional redemption, in whole or in part, at the principal amount thereof, plus accrued interest to the Redemption Date on any Conversion Date or Period Adjustment Date or on the day following the end of a Calculation Period if such day is the end of the Calculation Period for all Bonds of such Series.

(d) Any Series of Bonds which are ARS Bonds are subject to redemption on any ARS Interest Payment Date, as a whole or in part, at a redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(e) Except as set forth in Subsection (e) below, whenever the Medium-Term Rate or Fixed Rate is in effect for any Series of Bonds, such Bonds are subject to optional redemption by the Authority, in whole or in part, at the time (measured in each case from initial issuance, the Conversion Date or the Period Adjustment Date, as the case may be, to the Stated Maturity of the Bonds), and at the Redemption Prices (expressed as percentages of principal

amount) set forth below plus accrued interest, if any, to the Redemption Date from moneys available for such redemption on deposit in the Principal Account and Interest Account of a Series Bond Account for such Series of Bonds:

Length of Rate Period

Redemption Dates and Prices

Greater than 10 years

On any Business Day on or after the 10<sup>th</sup> anniversary of initial issuance, the Conversion Date or Period Adjustment Date, as the case may be, at 101% and declining by 1% on each subsequent Interest Payment Date to 100%

Greater than 10 years but less than or equal to 20 years

On any Business Day on or after the 7<sup>th</sup> anniversary of initial issuance, the Conversion Date or Period Adjustment Date, as the case may be, at 101% and declining by 1% on each subsequent Interest Payment Date to 100%

Less than or equal to 10 years

Not subject to redemption

If at least 10 days prior to a Conversion Date to the Medium-Term Period or Fixed Period, or Period Adjustment Date, the Remarketing Agent certifies to the Authority that the foregoing redemption prices are not consistent with prevailing market conditions and the Authority obtains an Opinion of Bond Counsel that a change in the foregoing redemption provisions will not adversely affect the exclusion from gross income of interest on the related Series of Bonds for federal income tax purposes, then the foregoing redemption periods and redemption prices may be revised, effective as of the Conversion Date or Period Adjustment Date, as determined by the Remarketing Agent in its judgment with the consent of the Authority and each Borrower with respect to said Series of Bonds, taking into account the then prevailing market conditions, as stipulated in such certification, which shall be deemed to be an effective amendment to this Indenture. Redemption dates and prices for any Series of Bonds initially issued bearing interest at the Fixed Rate shall be established in the Supplemental Indenture with respect to such Series of Bonds and shall not exceed three percent (3%) of the principal amount thereof.

(f) Any Series of Bonds in the Medium-Term Period which are subject to purchase at the option of the holder thereof as provided in Section 4.01 shall not be subject to redemption prior to maturity while the Medium-Term Rate is in effect.

(g) Bank Bonds of a Series are subject to optional redemption on any Business Day, in whole or in part, by telephonic notice by the Trustee to the Bank in accordance with Section 3.04, at a redemption price equal to the principal amount thereof without premium, in Authorized Denominations from the amounts on deposit in the Principal Account within each Series Bond Account of the Bond Fund to pay principal of such Series of Bonds, except for amounts needed to redeem Bonds with respect to which notice of redemption has been mailed. Notwithstanding anything contained herein to the contrary, any Bank Bonds of a Series shall be redeemed prior to the redemption of any other Bonds of such Series.

### Section 5.03. Mandatory Sinking Fund Redemption of Bonds.

(a) On the first day of June of each year designated in the Supplemental Indenture with respect to such Series of Bonds, each Series of Bonds shall mature or shall be subject to mandatory redemption at the price of par plus accrued interest to the Redemption Date without a premium and shall be redeemed, in whole or in part, in Authorized Denominations and in the amount, if any, set forth in the Supplemental Indenture relating to such Series of Bonds.

(b) Except as otherwise approved by the Authority pursuant to a Supplemental Indenture, if there are Bank Bonds of a Series Outstanding on the Bank Bond Term Date, then the outstanding principal amount of Bank Bonds of such Series, shall be payable in full in mandatory sinking fund redemption installments from payments made by a Borrower pursuant to Section 3.04(e) of the Loan Agreement over a term of approximately six years (or the remaining term of the Series of Bonds, whichever is less) in approximately equal quarterly mandatory sinking fund redemption installments of principal, commencing on the first Business Day in March, June, September or December after the Bank Bond Term Date, and on the first Business Day of each March, June, September and December thereafter until the principal of and interest (including interest at the Bank Rate and any Excess Interest) on all Bank Bonds of such Series has been paid in full, and on the final such quarterly principal installment payment date the entire outstanding principal balance of and all accrued interest on all Bank Bonds of such Series (together with the Final Excess Interest Amount, if any, in respect thereof) shall be due and payable in full; provided that (1) each mandatory sinking fund redemption installment of principal of the Bank Bonds of such Series shall be adjusted to an integral multiple of \$5,000 and scheduled in the Bank's discretion to provide approximately level aggregate annual principal payments during the course of such six-year term and (2) in the Bank's discretion, if requested by the Administrator on behalf of the Authority, one or more of the first three mandatory sinking fund redemption installments with respect to the Bank Bonds of such Series may be postponed and paid on a date determined by the Bank not later than the date the fourth such installment is due. The dates and amounts of such payments shall be delivered in writing by the Administrator to the Bond Insurer and to the Trustee. Any amount received by the Bank pursuant to this section with respect to Bank Bonds of a Series 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 with notice to the Trustee.

(c) With respect to any Series of Bonds, the mandatory sinking fund redemption set forth in Section 5.03(b) hereof may be revised by the Authority with the consent of the Bank, the Bond Insurer and the Borrower with respect to such Series of Bonds upon receipt by the Authority of an Opinion of Counsel that the revised mandatory sinking fund redemption provisions will not adversely affect the exclusion from gross income of interest on the related Series of Bonds for federal income tax purposes.

### Section 5.04. Notice of Redemption.

(a) The Trustee shall cause notice of the call for any such redemption identifying the Bonds of a Series to be redeemed to be sent during the Medium-Term Period and the Fixed Rate Period not less than 30 days or more than 60 days and Bonds of a Series in the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period and the ARS Interest Rate Period, not less than 15 days or more than 30 days prior to the Redemption

Date by first-class mail postage prepaid, to the Owner of each such Bond to be redeemed at his address as it appears on the registration books of the Trustee, to the Administrator on behalf of the Authority and to the Remarketing Agent. Failure to give any notice specified herein or any defect in any such notice, shall not affect the validity of any proceedings for the redemption of any Bonds with respect to which no such failure has occurred. Any notice mailed as provided herein shall conclusively be presumed to have been given whether or not actually received by any Holder. All Bonds called for redemption shall cease to bear interest on the specified Redemption Date, provided funds for their redemption are on deposit at the place of payment on the date fixed for redemption. Copies of all redemption notices shall be sent to the Bank providing a Standby Bond Purchase Agreement with respect to the Bonds of the Series being redeemed.

(b) Any notice of the call for redemption of any or all of a Series of Bonds shall state the following: (1) the name, including the Series designation, of such Bonds, (2) the CUSIP number, if any, and bond certificate number of such Bonds, (3) the original dated date of such Bonds, (4) the interest rate and Stated Maturity of such Bonds, (5) the date of the redemption notice, (6) the Redemption Date, (7) the Redemption Price, (8) if less than all of a Bond is to be redeemed, the amount and Series designation of such Bonds to be redeemed and (9) the address and telephone number of the principal corporate trust office of the Trustee, together with the name of a contact person at the Trustee; provided, however, the Trustee shall not be responsible for the accuracy of CUSIP numbers.

(c) The Trustee shall give written notice to each Auction Agent of any optional or mandatory tender of Bonds of a Series of ARS Bonds for which it serves as Auction Agent not later than 11:00 a.m., Eastern time, on the day the notice is sent.

Section 5.05. Deposit of Funds for Redemption. If at the time of the giving of any notice of optional or mandatory redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds of such Series called for redemption, the notice of redemption shall state that the redemption of such Bonds is conditional upon and subject to deposit of moneys with the Trustee sufficient to redeem all such Bonds not later than the opening of business on the Redemption Date, and that such notice shall be of no effect if such moneys are not on deposit.

Section 5.06. Partial Redemption of Bonds.

(a) If less than all the Bonds of a Series are to be redeemed, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee by lot or in such other manner as the Trustee shall deem fair, which shall be deemed to include pro rata redemption of Bonds within each Stated Maturity and mandatory sinking fund payments, and which may provide for the selection for redemption of portions (equal to Authorized Denominations) of the principal of Bonds; provided that (1) if at the time of selection of any Bonds for redemption any Bonds of the respective Series are Bank Bonds, such Bank Bonds shall be selected for redemption prior to any other Bonds, and (2) if at the time of selection, the Trustee has received notice of tender of any Bonds of the respective Series for which the Optional Tender Date will be on or after the Redemption Date, the Trustee (after redeeming all Bank Bonds to which clause (1) applies) shall select such tendered Bonds for redemption prior to any other Bonds, and (3) after any partial redemption of the Bonds, all Bonds that remain Outstanding shall be in

Authorized Denominations. No portion of a Bond of a Series may be redeemed that would result in a Bond having a principal amount that is less than the minimum Authorized Denomination for such Series.

(b) Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (1) for payment of the Redemption Price (including accrued interest thereon to the Redemption Date) or the portion thereof called for redemption and (2) for exchange for Bonds in any Authorized Denomination or denominations in aggregate principal amount equal to the unredeemed portion of such Bond, without charge therefor. For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

Section 5.07. Payment of Bonds Upon Redemption. Upon redemption of all or any portion of any Bond, payment of the applicable Redemption Price shall be made only upon surrender of such Bond. If, on the Redemption Date, sufficient moneys shall have been deposited with the Trustee to effect such redemption in accordance with this Indenture, then interest shall cease to accrue on all Bonds or portions thereof so called for redemption.

## ARTICLE VI COVENANTS

Section 6.01. Payment of Bonds. The Authority shall promptly pay when due the principal or purchase price of (whether at maturity, call for redemption or purchase or otherwise) and premium, if any, and interest on each Series of Bonds at the places, on the dates and in the manner provided herein and in each Series of Bonds according to the true intent and meaning thereof; provided, however, that such obligations are not general obligations of the Authority but are limited obligations payable solely from the revenues and receipts derived from the Loan Agreements pledged to such Series of Bonds and the security for such Loan Agreements, which revenues and receipts are hereby specifically pledged to such Series of Bonds to such purposes in the manner and to the extent provided herein. The Bonds and interest thereon shall not be deemed to constitute a debt or a pledge of the faith and credit of the State or any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent the County or any political subdivision of the State is obligated under a Loan Agreement pledged to such Series of Bonds). Neither the State nor any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent the County or any political subdivision of the State is obligated under a Loan Agreement pledged to such Series of Bonds), shall be obligated to pay the principal of or interest on the Bonds or other costs incident thereto except from the revenues and receipts pledged therefor. The Authority has no taxing power.

Section 6.02. Covenants and Representations of Authority. The Authority shall observe and perform all covenants, conditions and agreements on its part contained in this Indenture, in every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that the liability of the Authority under any such covenant, condition or agreement for any breach or default by the Authority thereof or thereunder shall be limited solely to the revenues and receipts derived from the Loan Agreements. The Authority represents (a) that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds

authorized hereby and to execute this Indenture; to execute and assign the Loan Agreements; and to pledge the revenues, receipts and funds in the manner and to the extent herein set forth; (b) that all action on its part for the issuance of the Bonds pursuant to one or more Supplemental Indentures and the execution and delivery of this Indenture has been duly and effectively taken; and (c) that the Bonds in the hands of the Holders thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof except as limited by bankruptcy laws and usual equity principles.

Section 6.03. Further Assurances. The Authority shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging and assigning to the Trustee all of the rights assigned hereby and the revenues and receipts pledged hereby to the payment of the principal of and interest on the Bonds. The Authority shall cooperate with the Trustee and the Bondholders in protecting the rights and security of the Bondholders.

Section 6.04. Inspection of Books and Project. All books and documents in the Authority's possession relating to the Loan Agreements and the revenues derived therefrom shall at all times be open to inspection by such agents as the Trustee, the Bank, the Bond Insurer or the Holders of 25% in aggregate principal amount of Bonds then Outstanding may from time to time designate.

Section 6.05. Rights Under Loan Agreement, Bond Insurance, Standby Bond Purchase Agreement, Auction Agent Agreement, Broker-Dealer Agreement and Market Agent Agreement. The Trustee in its own name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Borrowers under and pursuant to the Loan Agreements, any Bond Insurance, if applicable, any Standby Bond Purchase Agreement, if applicable, any Auction Agent Agreement, if applicable, any Broker-Dealer Agreement, if applicable, and any Market Agent Agreement, if applicable, for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

Section 6.06. Prohibited Activities. The Authority shall not knowingly engage in any activities or take any action that might result in (a) the income of the Authority derived from the Loan Agreements becoming taxable to it, (b) any Bond becoming an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations and rulings thereunder, if applicable, or (c) any interest on the Bonds otherwise becoming includable in the gross income of the recipients thereof under the federal income tax laws, if applicable, or becoming taxable under the laws of the State, if applicable.

## ARTICLE VII APPLICATION OF TRUST MONEYS, BOND FUND, LOAN FUND, COST OF ISSUANCE FUND

Section 7.01. "Trust Moneys" Defined. All moneys received by the Trustee with respect to a Loan Agreement or related Series of Bonds (a) as elsewhere herein provided to be held and applied under this Article VII (other than the Additional Payments Account of the Series Bond Account of the Bond Fund and the Rebate Fund), or required to be paid to the Trustee and whose disposition is not elsewhere herein otherwise specifically provided for, including but not limited

to the investment income of all Trust Funds held by the Trustee under this Indenture; or (b) as payments under a Loan Agreement (except the right to receive payment of certain expenses and attorney's fees, to receive notices and certain other documents, to indemnification, and to receive amounts payable in reimbursement for certain payment of fees; or (c) as Swap Receipts under a Swap Agreement) (all such moneys being herein sometimes called "Trust Moneys") shall be held by the Trustee as a part of the Trust Estate for the Series of Bonds to which such Loan Agreement is pledged on a parity and equality of lien with Swap Payments obligated to be made to a Swap Counterparty under the Swap Agreement, if any, relating to all or a portion of such Series of Bonds, as and to the extent provided in the granting clauses of this Indenture, and, upon the exercise by the Trustee of any remedy specified in Article XIV hereof, such Trust Moneys shall be applied in accordance with Section 14.05 hereof, except to the extent that the Trustee is holding in trust moneys and/or Government Obligations for the payment of any specified Bonds of a Series which are no longer deemed to be Outstanding under the provisions of Article XIII hereof, which moneys and/or Government Obligations shall be applied only as provided in said Article XIII. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in this Article VII, in Article VIII and in Article X hereof.

The Bonds are not general obligations of the Authority but are limited obligations payable solely from the revenues and receipts derived from the Loan Agreements, which revenues and receipts are specifically pledged to such purposes in the manner and to the extent provided in the Indenture and in the Supplemental Indentures. The Bonds and interest thereon shall not be deemed to constitute a debt of the State or any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent the County or any political subdivision of the State is obligated under a Loan Agreement pledged to such Series of Bonds). Neither the State nor any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent the County or any political subdivision of the State is obligated under a Loan Agreement pledged to such Series of Bonds) shall be obligated to pay the principal of or interest on the Bonds or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Authority and Blount County, Tennessee and any Borrower is pledged to the payment of the principal of or interest on the Bonds or other costs incident thereto. The Authority has no taxing power.

#### Section 7.02. Bond Fund.

(a) A special trust fund is hereby established with the Trustee and designated as the "Bond Fund." There shall be established within the Bond Fund an account for each Series of Bonds to be identified by its Series designation (the "Series Bond Account"). Within each Series Bond Account there shall be established, a Principal Account, an Interest Account, and an Additional Payments Account.

(1) There shall be credited to each Principal Account in each Series Bond Account in the Bond Fund, as and when received, each Loan Repayment representing a payment of principal under the respective Borrower's Loan Agreement including the Optional Prepayment Price, received by the Trustee under and pursuant to any of the provisions of this Indenture or such Loan Agreement which is required, or which is accompanied by directions that such payment is, to be credited to such Series Bond Account in the Bond Fund. All income

derived from the investment of such amounts as realized shall be transferred to the Additional Payments Account of such Series Bond Account in the Bond Fund.

(2) There shall be credited to each Interest Account in each Series Bond Account in the Bond Fund, as and when received, each Loan Repayment representing a payment of interest, including capitalized interest, and Swap Payments under the respective Borrower's Loan Agreement received by the Trustee under and pursuant to any of the provisions of this Indenture or such Loan Agreement and any and all Swap Receipts under a Swap Agreement entered into with respect to all or a portion of such Series of Bonds. Any funds remaining in the Interest Account in the Series Bond Account in the Bond Fund after an Interest Payment Date shall be credited to the respective Borrower's next Loan Repayment representing a payment of interest. All income derived from the investment of such amounts as realized shall be transferred to the Additional Payments Account of such Series Bond Account in the Bond Fund. There shall also be credited to each Interest Account in each Series Bond Account of the Bond Fund the interest earnings realized from such Borrower's Account in the Loan Fund as set forth in Section 7.06 hereof unless directed to be retained in the Borrower's Account of the Loan Fund or transferred to the Cost of Issuance Fund as set forth in Section 7.06 hereof.

(3) There shall be credited to the Additional Payments Account in each Series Bond Account in the Bond Fund, when and as received, (i) all portions of Loan Repayments constituting Additional Payments received by the Trustee under and pursuant to any of the provisions of this Indenture or the respective Borrower's Loan Agreement, (ii) interest earnings from the Accounts in (1) and (2) above, and (iii) interest earnings realized from such Borrower's Account in the Loan Fund as set forth in Section 7.06 hereof, after the required deposit to the Interest Account of such Series Bond Account of the Bond Fund unless directed to be retained in the Borrower's Account of the Loan Fund or transferred to the Cost of Issuance Fund as set forth in Section 7.06 hereof. All income derived from the investment of such amounts shall be retained in the Additional Payments Account. To the extent the amounts set forth in (i) through (iii) exceed the amount necessary to pay the Additional Payments next coming due, the Trustee, upon written direction of the Administrator on behalf of the Borrower, may transfer such excess to the Borrower's Interest Account and/or Principal Account in the Series Bond Account of the Bond Fund.

(b) The Trustee shall disburse, from time to time, sufficient moneys from the Bond Fund as specified below to pay the principal of, premium if any, and the interest on, the Series of Bonds (including Bank Bonds) to which such Borrower's Loan Agreement is pledged as the same become due and payable (but not upon any purchase pursuant to Article IV) and the amounts due as Swap Payments.

(c) Funds for the payment of the principal of, premium, if any, and interest on each Series of Bonds (including Bank Bonds) (but not purchase price pursuant to Article IV) and for the payment of Swap Payments shall be derived from the following sources:

(1) funds for the payment of interest on each Series of Bonds (including Bank Bonds) and amounts due as Swap Payments with respect to all or a portion of such Series of Bonds, which Swap Payments (excluding Termination Payments) shall be payable on a parity and equality of lien with the payment of interest on such Series of Bonds, shall be

disbursed by the Trustee from the Interest Account in the Series Bond Account in the Bond Fund on each Interest Payment Date of such Series of Bonds; and

(2) funds for the payment of the principal of and premium, if any, on each Series of Bonds (including Bank Bonds) shall be disbursed by the Trustee from the Principal Account in the Series Bond Account in the Bond Fund upon Maturity of such Series of Bonds.

(d) Funds for payment of Additional Payments, including Termination Payments and Final Excess Interest Amounts, shall be disbursed by the Trustee from the Additional Payments Account in the Series Bond Account in the Bond Fund when due for such Series of Bonds.

(e) If any Bond shall not be presented for payment at Maturity, provided moneys sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Holder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, subject to the provisions of Sections 7.02(g) and 7.14, without liability for interest thereon, for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such moneys for any claim of whatever nature on his part hereunder or on, or with respect to, such Bond.

(f) All moneys paid over to the Trustee for the account of the Bond Fund (except the Additional Payments Account) under any provision hereof, shall be held (subject to the provisions of Sections 7.02(g) and 7.14) in trust by the Trustee for the benefit of the Holders of the respective Series of Bonds, as each is entitled to be paid therefrom.

(g) Any moneys remaining in the Interest Account, the Principal Account, and the Additional Payments Account in the Series Bond Account in the Bond Fund after payment of the Series of Bonds (including Bank Bonds) to which the Borrower's Loan Agreement was pledged, and payment of the fees, charges and expenses of the Trustee, the Remarketing Agent, the Bond Insurer, the Bank, and the Administrator which have accrued and which will accrue and all other items required to be paid hereunder with respect to such Series of Bonds, shall be paid to the respective Borrower.

Section 7.03. Additional Payments. Under Section 3.02 of each Loan Agreement, each Borrower has covenanted to pay directly to the Trustee when due Additional Payments in amounts sufficient to pay the fees, costs and expenses of the Trustee, the Authority, the Remarketing Agent, the Rebate Analyst, the Administrator, the Bond Counsel, if applicable, the Rating Agencies, if any, the Bond Insurer, if applicable, and the Bank, if applicable, including, without limitation, fees and expenses of their respective counsel. Such Additional Payments shall not be treated or considered as Trust Moneys for any purpose of this Indenture, and the Trustee may on its own behalf enforce such covenant against the Borrowers. Additional Payments will be deposited by the Trustee to the applicable Additional Payment Accounts of the Series Bond Accounts in the Bond Fund as collected and shall be disbursed by the Trustee quarterly or as otherwise due as set forth in the Loan Agreements upon receipt of an invoice therefor promptly reviewed and approved by the Administrator whose approval shall not be unreasonably withheld.

Section 7.04. Creation of Loan Fund. There is hereby created and ordered established with the Trustee a trust fund to be designated the "Loan Fund."

Section 7.05. Payment Into Loan Fund; Disbursements. Within the Loan Fund a separate Borrower Account will be established by the Trustee for each Series of Bonds. The proceeds from the sale of each Series of Bonds shall be deposited in the applicable Borrower Account in the Loan Fund.

The Trustee is hereby authorized and directed to make each disbursement from the Loan Fund and each Borrower Account therein required by the provisions of this Indenture. The Trustee shall keep and maintain adequate records pertaining to the Loan Fund and each Borrower Account therein and all disbursements therefrom. After the Project or Projects funded under each Loan Agreement have been completed and a certificate of payment of all costs is or has been filed and the final payment from the applicable Borrower Account within the Loan Fund has been made as provided in Section 7.08 hereof, the Trustee shall file an accounting thereof with the Administrator, on behalf of the Authority, and the Borrower.

Section 7.06. Custody and Application of Bond Proceeds. The Trustee shall use moneys within each Borrower Account solely to pay the Cost of the Project of the respective Borrower, to redeem all or a portion of such Series of Bonds, to pay interest on such Series of Bonds as set forth herein to the extent permitted by the Act, and at the discretion of FSA for any Series of Bonds for which FSA provides Bond Insurance, to purchase Bonds from the Bank. Before any payment shall be made from a Borrower Account, there shall be filed with the Trustee pursuant to the respective Loan Agreement a requisition appropriately completed and signed by an Authorized Borrower Representative in the form attached as Exhibit A to such Loan Agreement; provided, however, if there is an Event of Default as defined in and under the Borrower's Loan Agreement or there has been a failed remarketing of the related Series of Bonds resulting from an Event of Default under a Borrower's Loan Agreement of which the Trustee has actual notice, then no further disbursements shall be made to such Borrower from such Borrower's Account of the Loan Fund without the consent of the Bond Insurer.

The Trustee shall be entitled to conclusively rely upon the information stated in any requisition and shall not be liable for any disbursement made in accordance therewith. If any payment from a Borrower Account is made without timely filing of any document provided for above, timely filing thereof shall be deemed to have been waived by the Trustee, but only with respect to the payment so made and not with respect to any future payment.

All funds held in a Borrower Account within the Loan Fund shall be invested by the Trustee in Authorized Investments at the written direction of the Administrator on behalf of the Authority. Except as otherwise set forth below, all earnings received on funds in a Borrower Account shall be credited on the twenty-fifth day of each February, May, August and November first to the respective Interest Account of the Series Bond Account in the Bond Fund in an amount, which when combined with all other amounts then held therein does not exceed interest due on such Bonds on the next succeeding Interest Payment Date computed in accordance with Section 3.04 of the Loan Agreement and then to the respective Additional Payments Account of the Series Bond Account in the Bond Fund; provided, however, that the transfer to occur on the twenty-fifth day of May of each year shall not exceed the amount necessary, together with

amounts on deposit in the Interest Account of the Series Bond Account of the Bond Fund and the Additional Payments Account of the Series Bond Account of the Bond Fund, to make the next succeeding interest payment on such Series of Bonds and Additional Payments with respect to such Series of Bonds.

Anything in the Indenture to the contrary notwithstanding, on June 1<sup>st</sup> of each year the amount held in the Principal Account and the Interest Account of each Series Bond Account, less the sum of (i) any amounts to be applied on such date to the payment of principal or interest on such Series of Bonds and (ii) an amount equal to one-twelfth of the principal and interest paid on such Series of Bonds for the twelve month period preceding such June 1<sup>st</sup>, shall be disbursed to the Borrower with respect to the Loan made from such Series of Bonds.

At the written direction of an Authorized Borrower Representative, all or a portion of the earnings accruing on funds in a Borrower Account within the Loan Fund shall be retained in the Loan Fund or transferred to the Cost of Issuance Fund and to the extent so retained shall not be transferred to the Interest Account of the Series Bond Account in the Bond Fund.

Section 7.07. Payments from Loan Fund. If all conditions precedent to payment from a Borrower Account of the Loan Fund have been performed, the Trustee shall make such payment by check or wire made payable to the respective Borrower as provided in the requisition. Disbursements shall be made by the Trustee from the Borrower Account of the Series Bond Account of the Loan Fund to pay the Cost of the Project only on the Closing Date and on the first through the fifteenth day of each month or if such day is not a Business Day on the first Business Day thereafter. The Trustee shall make such disbursement as soon as possible after receipt of the requisition but not later than the earlier of (i) seven days after receipt of the requisition and (ii) if the seventh day after receipt of the requisition is after the fifteenth day of the month, then on the first day of the next succeeding month and if such day is not a Business Day, then on the next succeeding Business Day. The proceeds of each disbursement hereunder shall be applied exclusively to payment, or to reimbursement of the Borrower for payment, of the Cost of the Project which may include costs of issuance of the related Series of Bonds if not paid on the Closing Date.

Section 7.08. Final Payment from Borrower Account of Loan Fund; Completion of the Project. The final payment from any Borrower Account within the Loan Fund shall be made no later than three years from the Closing Date of the Loan unless that Borrower delivers to the Trustee an Opinion of Bond Counsel that the disbursement of funds from such Borrower Account more than three years from the Closing Date will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes, if applicable.

When requesting the final payment from any Borrower Account within the Loan Fund, the Borrower shall file, in addition to the items required in Section 7.06, a certificate stating that the Project has been completed in all material respects and in the form required by Section 2.05 of the Loan Agreement unless the request for final payment fully depletes the Borrower Account within the Loan Fund.

The balance of any moneys remaining in any Borrower Account in the Loan Fund upon completion of a Project or remain after three years from the Closing Date and no Opinion of Bond Counsel has been delivered as described above, shall be deposited in the respective

Principal Account of the Series Bond Account in the Bond Fund and applied by the Trustee to the redemption of such Series of 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 respective Interest Account of the Series Bond Account, for payment of interest on the next Interest Payment Date for the applicable Series of Bonds, as directed by the Administrator. Any funds held three years or greater from the Closing Date of a Loan Agreement shall not be invested at a yield in excess of the yield on the Bonds (as set forth in a Certificate of the Administrator filed with the Trustee) from which such amounts were derived unless there shall be delivered to the Trustee an Opinion of Bond Counsel that amounts held for application under this Section shall not cause interest on such Bonds to be includable in gross income under Section 103 of the Code, if applicable. Any Bonds purchased or redeemed by the Trustee in accordance with this Section shall be canceled, and the Borrower will receive a credit corresponding to the principal amount of such Bonds and to any deposit in the Bond Fund as contemplated by this Section against its obligations to make Loan Repayments under the Loan Agreement; provided, however that such disbursements shall be made.

Section 7.09. Trust Moneys; Reports. All Trust Moneys shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Authority, the Trustee or any Borrower. Such Trust Moneys shall be held in trust and applied in accordance with the provisions of this Indenture. The Trustee shall furnish to each Borrower and the Administrator as of each Interest Payment Date a statement of the moneys (including all investment activity) in the Principal Account, Interest Account and Additional Payments Account in the applicable Series Bond Account of the Bond Fund, the applicable Borrower Account in the Loan Fund, the Series Bond Account of the Cost of Issuance Fund and the Series Bond Account of the Rebate Fund, if any, with respect to the Series of Bonds to which such Borrower's Loan Agreement is pledged.

Section 7.10. Cost of Issuance Fund. There is hereby created and ordered established with the Trustee a trust fund to be designated the "Cost of Issuance Fund" and within the Cost of Issuance Fund, a Series Bond Account to be identified by its Series designation for each Series of Bonds is to be established. Moneys in the Series Bond Account of the Cost of Issuance Fund shall be used to pay, with respect to such Series of Bonds, the costs of issuing the Series of Bonds, all printing expenses in connection with this Indenture, the related Loan Agreement, the preliminary and final offering memorandum and any subsequent disclosure documents for the Series of Bonds, Blue Sky fees and expenses, fees and expenses of any Rating Agencies, fees and expenses of the Underwriter, any initial fees of the Bank under the Standby Bond Purchase Agreement, premiums for Bond Insurance, premium for a Surety Bond, Bond Counsel, counsel to the Bank, counsel to the Trustee, counsel to the purchaser or purchasers of the Series of Bonds, counsel to the Authority, counsel to the Borrower, any accounting expenses incurred in connection with determining that the Bonds of such Series are not arbitrage bonds, the Trustee's initial fee for the Series of Bonds, initial fees of the Authority, fees and expenses of the Administrator, the initial fee of any financial advisor to the Authority, the fee of independent certified public accountants or consultants for verification services to the Authority, and costs of any market demand study or survey. Such costs shall be paid on the date of original authentication and delivery of the Series of Bonds, upon the submission of requisitions to the Trustee stating the amount to be paid, to whom it is to be paid and the reason for such payment, each such requisition to include a certificate signed by an Authorized Authority Representative stating that the amount of such requisition is justly due and owing and has not been the subject of

another requisition which has been paid and is a proper expense of issuing such Series of Bonds. Moneys in the Cost of Issuance Fund shall be invested as directed by the Administrator and all earnings on moneys in the Cost of Issuance Fund shall be credited to the Cost of Issuance Fund as received.

Section 7.11. Arbitrage. The Authority agrees that it will not knowingly commit any act that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and the applicable regulations thereunder, if applicable to such Series of Bonds. The Trustee covenants that, should the Authority file with the Trustee, or should the Trustee otherwise receive, an Opinion of Bond Counsel, to the effect that any proposed investment or other use of proceeds of the Series of Bonds would cause such Bonds to become "arbitrage bonds", then the Trustee will comply with any instructions of the Authority or such counsel regarding such investment or use so as to prevent the Series of Bonds from becoming "arbitrage bonds". The Trustee shall file a copy of any such Opinion of Bond Counsel with the Administrator on behalf of the Authority and the Borrowers.

Section 7.12. Rebate Requirements.

(a) A special trust fund is hereby established with the Trustee and designated as the "Rebate Fund" and within the Rebate Fund a Series Bond Account to be identified by its Series designation for each Series of Bonds shall be established. The Trustee is authorized and directed to receive and hold in the Rebate Fund (i) all payments made by any Borrower pursuant to Section 3.08 of the Loan Agreement with respect to each Series of Bonds, and (ii) all earnings on investment of such payments and earnings on reinvestment of such investment earnings.

(b) If required, not later than 60 days after each Computation Date the Trustee shall pay to the United States on behalf of the Authority the amount on deposit in the Series Bond Account of the Rebate Fund with respect to such Series of Bonds.

(c) Moneys and securities held by the Trustee in the Rebate Fund shall not be deemed funds of the Authority and are not pledged or otherwise subject to any security interest in favor of the Bondholders, the Bank, the Bond Insurer or the Swap Counterparty to secure the Bonds or any other obligation.

(d) Moneys in each Series Bond Account in the Rebate Fund shall be held uninvested.

Section 7.13. Effect of Certain Loan Defaults under Loan Agreements; Assignment of Loan Agreement. Upon the occurrence of a Loan Default under Section 5.01 of a Loan Agreement consisting of the failure to timely make Loan Repayments, the Trustee shall immediately notify the Bond Insurer providing Bond Insurance with respect to the related Series of Bonds, the Bank providing a Standby Bond Purchase Agreement with respect to a related Series of Bonds, the Remarketing Agent, and the Administrator on behalf of the Authority and upon receipt of indemnity satisfactory to it for its fees and expenses, the Trustee shall take all actions to enforce the remedies of the Authority set forth in Section 5.02 of the Loan Agreement and shall further take all necessary action to demand payment under the Bond Insurance, if applicable, provided with respect to the related Series of Bonds.

Upon payment in full of the Series of Bonds issued to fund a Loan Agreement by the Bond Insurer under the Bond Insurance, the Trustee shall assign the related Loan Agreement (reserving certain rights described therein) and all documentation relating to such Loan, to the Bond Insurer without recourse, representation or warranty.

Section 7.14. Payment to Borrower Upon Payment in Full of Loan Agreement. Any moneys remaining in the Interest Account, the Principal Account, and the Additional Payments Account in the applicable Series Bond Account in the Bond Fund and the applicable Series Bond Account in the Rebate Fund after payment of (i) the Series of Bonds to which the Borrower's Loan Agreement was pledged, including Bank Bonds, (ii) the fees, charges and expenses of the Issuer, the Trustee, the Remarketing Agent, the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, and the Bank providing a Standby Bond Purchase Agreement with respect to such Series of Bonds, and the Administrator which have accrued and which will accrue, (iii) all rebatable arbitrage, and (iv) all other items required to be paid hereunder with respect to such Series of Bonds, shall be paid to the respective Borrower.

## ARTICLE VIII BOND PURCHASE FUND

Section 8.01. Creation of the Bond Purchase Fund. There is hereby established with the Trustee a special fund to be designated the "Bond Purchase Fund", which shall be used to pay the purchase price of Bonds of each Series (other than a Series of ARS Bonds) to be purchased pursuant to Section 4.01 or 4.02, which purchase price shall be paid in the manner and subject to the terms of Section 4.04. There shall be established within the Bond Purchase Fund a Series Account for each Series of Bonds (other than a Series of ARS Bonds) in the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period and the Medium-Term Period to be identified by the Series designation of such Bonds and within the Series Account, a separate and segregated Remarketing Account and a separate and segregated Standby Bond Purchase Agreement Account.

### Section 8.02. Payments Into the Bond Purchase Fund.

(a) There shall be credited to the Remarketing Account in the respective Series Account of the Bond Purchase Fund as and when received the proceeds of the remarketing of the related Series of Bonds by the Remarketing Agent pursuant to Section 4.03.

(b) There shall be credited to the Standby Bond Purchase Agreement Account in the respective Series Account of the Bond Purchase Fund, when and as received, all moneys drawn by the Trustee under the Standby Bond Purchase Agreement providing coverage for the related Series of Bonds pursuant to Section 9.02 with respect to the related Series of Bonds, and all income derived from the investment of such moneys.

(c) The Trustee shall give all notices it is required to give under a Standby Bond Purchase Agreement when and as required thereby.

Section 8.03. Use of Moneys in the Bond Purchase Fund.

(a) Except as provided in Section 8.05 and this Section, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds to be purchased pursuant to Sections 4.01 or 4.02, in the manner provided for in Section 4.04.

(b) The Trustee shall disburse, from time to time, in the manner and subject to the terms provided in Section 4.04, sufficient moneys from the applicable Series Account in the Bond Purchase Fund to pay to the Bondholders the purchase price of Bonds of a Series to be purchased pursuant to Section 4.01 or 4.02, as the same becomes due and payable from the respective Series Account of the Bond Purchase Fund in the order of priority indicated below and in each case applied by the Trustee first to purchase such Bonds other than Bank Bonds (until the purchase price for each of such Bonds which are not Bank Bonds shall have been paid in full) and second to Bank Bonds:

(1) amounts in the Remarketing Account which represent proceeds of the remarketing of such Series of Bonds pursuant to Section 4.03; and

(2) amounts in the Standby Bond Purchase Agreement Account which represent amounts drawn under the Standby Bond Purchase Agreement with respect to such Series of Bonds (provided that none of such amounts shall be used to the Trustee's actual knowledge to pay the purchase price of Bank Bonds or of Bonds held by the Authority for its own account or by any Borrower or any related party).

Section 8.04. Money to be Held in Trust. All moneys paid to the Trustee for deposit in a Series Account in the Bond Purchase Fund under any provision hereof shall be held (subject to the provisions of Section 8.05) in trust by the Trustee, for the benefit of the Holders of the related Series of Bonds or the Bank, as each is entitled to be paid therefrom, and shall not be subject to any lien or attachment of the Trustee, the Authority or the Borrowers and such funds shall not be invested.

Section 8.05. Payments to the Borrower and the Bank from the Bond Purchase Fund.

(a) If, on any Optional Tender Date or Mandatory Tender Date, after the Trustee has made provision in accordance with Section 4.04 for the payment of the purchase price of all Bonds of a Series (other than a Series of ARS Bonds) to be purchased pursuant to Section 4.01 or 4.02 on such date from funds on deposit in either the respective Standby Bond Purchase Account, there remains any balance (other than moneys held by the Trustee for the purchase of Untendered Bonds) in the Series Account of the Bond Purchase Fund or the respective Series Account of the Remarketing Account of the Bond Purchase Fund, the Trustee shall, prior to the close of business on such Optional Tender Date or Mandatory Tender Date, authorize the payment by federal funds wire transfer or other immediately available funds, of such balance to the Bank providing the Standby Bond Purchase Agreement with respect to such Series.

(b) Any moneys remaining in any Series Account of the Bond Purchase Fund after payment in full of a related Series of Bonds, upon the receipt of a written request from the Bank specifying the amount payable to it pursuant to the Standby Bond Purchase Agreement for

such related Series of Bonds shall be paid to the Bank; any balance remaining thereafter shall be paid to the Borrower whose Loan Agreement was pledged to such Series of Bonds and in the case of a Loan Agreement with one or more Borrowers, then pro rata to such Borrowers based on the original principal amount of each such Borrower's Loan.

(c) Any moneys held by the Trustee in the Remarketing Account of the Bond Purchase Fund for a Series of Bonds which represent the proceeds of the remarketing of such Series of Bonds by the Remarketing Agent pursuant to Section 4.03 shall be retained by the Trustee, exclusively for the benefit of Holders of Bonds of such Series not yet presented for payment of the purchase price thereof until paid to such Holders; and such moneys shall not be paid to the Authority, the Borrowers or the Bank (except to the extent such Bonds are Bank Bonds) providing a Standby Bond Purchase Agreement with respect to such Series or to any Person other than the Holders of such Series of Bonds entitled thereto (unless and until such purchase price is otherwise paid to such Holders), and such Holders shall look only to such moneys for the payment of the purchase price of such Bonds, and any additional amounts not payable to Holders not yet tendered for payment or to the Bank as set forth in Section 7.05(a) hereof, shall be paid to the Borrower.

Section 8.06. ARS Bonds. Funds in the Bond Purchase Fund shall not be used to purchase any Series of ARS Bonds.

#### ARTICLE IX STANDBY BOND PURCHASE AGREEMENT

Section 9.01. Delivery of Standby Bond Purchase Agreement. Contemporaneously with and as a condition to the original issuance and delivery of a Series of Bonds in a Rate Period other than the Fixed Period and an ARS Interest Rate Period, a Bank shall have delivered a Standby Bond Purchase Agreement (or a supplement thereto) providing coverage for such Series of Bonds to the Trustee (unless no Standby Bond Purchase Agreement is required under Section 2.02(e)). The Standby Bond Purchase Agreement and any substitute or additional Standby Bond Purchase Agreement shall be held by the Trustee in trust in order to provide for certain payments of the purchase price of the Bonds supported by such Standby Bond Purchase Agreement (other than Bank Bonds). The Trustee agrees to accept any Standby Bond Purchase Agreement delivered in accordance with this Indenture or substitute or additional Standby Bond Purchase Agreement for additional Series of Bonds and agrees to perform its obligations with respect thereto in accordance with the express terms and conditions of this Indenture, the Loan Agreements, the Standby Bond Purchase Agreement and any substitute or additional Standby Bond Purchase Agreement as the same may be supplemented and/or extended from time to time. Subject to Section 8.04, no Standby Bond Purchase Agreement shall be amended or modified (except for supplements extending the coverage thereof to additional Series of Bonds, and except for extensions of the term thereof, which extensions shall require the consent of FSA if it provides Bond Insurance with respect to such Series of Bonds if the rating of the Bonds is below VMIG1- or A1) without the written consent of the Trustee and the Bond Insurer. The Trustee shall give all notices when and as required by each Standby Bond Purchase Agreement and this Indenture in connection with the purchasing of Bonds thereunder.

Section 9.02. Purchases Under the Standby Bond Purchase Agreement. For each Series of Bonds in other than the Fixed Period and the ARS Interest Rate Period, the Trustee shall

purchase Bonds of a Series under the Standby Bond Purchase Agreement provided with respect to such Series of Bonds in the following circumstances and only in the following circumstances:

The Trustee shall give notice to the Bank in the manner provided in each Standby Bond Purchase Agreement of the amount of funds needed to purchase the Series of Bonds for which it provides coverage and not deposited with the Trustee on or before 12:00 noon, Eastern Time on the Business Day any payment of purchase price with respect to such Series of Bonds is required to be made under Section 4.04. Each Standby Bond Purchase Agreement shall provide that the Bank will make available to the Trustee (whether or not it has received the notice required from the Remarketing Agent under Section 4.03(b) hereunder), on or before 3:00 p.m., Eastern Time, on the Business Day any payment of purchase price of a Series of Bonds covered thereby is required to be made under Section 4.04. hereof, immediately available funds in accordance with such Standby Bond Purchase Agreement in an amount which will be sufficient, together with any proceeds of the remarketing of such Series of Bonds by the Remarketing Agent pursuant to Section 4.03 then in the Bond Purchase Fund pursuant to Section 8.03(b)(1) and available for application to such Series of Bonds, for the payment in full of the purchase price (including, if applicable, accrued interest due in connection with a purchase on an Optional Tender Date or a Mandatory Tender Date other than accrued interest due on an Optional Tender Date or Mandatory Tender Date that is also an Interest Payment Date) of all Bonds of such Series (other than Bank Bonds) to be purchased pursuant to Section 4.01 or 4.02 on any date.

Section 9.03. Disposition of Moneys Drawn Under Standby Bond Purchase Agreement. All amounts drawn by the Trustee under a Standby Bond Purchase Agreement pursuant to Section 8.02 with respect to a Series of Bonds shall be deposited in the appropriate Series Account of the Bond Purchase Fund and applied as provided in Section 8.03, and shall be held separate and apart from all other moneys. Any moneys drawn under such Standby Bond Purchase Agreement and not used to purchase such Bonds shall be returned to the Bank providing such Standby Bond Purchase Agreement.

Section 9.04. Substitute and Additional Standby Bond Purchase Agreement.

(a) At all times prior to the Business Day next succeeding any Conversion Date for a Conversion to the Fixed Rate or the ARS Interest Rate Period, the Authority is required to maintain a Standby Bond Purchase Agreement with the Trustee for each Series of Bonds in the Daily Period, the Weekly Period, the Commercial Paper Period, the Short-Term Period and the Medium-Term Period by causing the delivery of a Standby Bond Purchase Agreement (unless no Standby Bond Purchase Agreement is required under Section 2.02(e)). For any Series of Bonds for which FSA provides Bond Insurance, the short-term rating of the Bonds by any Rating Agency providing the Standby Bond Purchase Agreement must be not less than VMIG1 or A1 unless waived by FSA.

(b) If at any time there shall have been delivered to the Trustee with respect to any Series of Bonds for which a Standby Bond Purchase Agreement provides coverage (1) a substitute Standby Bond Purchase Agreement, (2) an Opinion of Counsel for the Bank which is the issuer of the substitute Standby Bond Purchase Agreement to the effect that the substitute Standby Bond Purchase Agreement is a valid and binding obligation of the issuer thereof, (3) an Opinion of Bond Counsel that the delivery of such substitute Standby Bond Purchase Agreement is authorized under the Indenture and will not adversely affect the exclusion from gross income

of interest on the Bonds for federal income tax purposes, if applicable, (4) written consent of the Bond Insurer, and (5) evidence that all obligations owing to the Bank under the existing Standby Bond Purchase Agreement have been paid in full and all Bank Bonds held thereunder have been paid in full or purchased from the Bank which provided such Standby Bond Purchase Agreement, then the Trustee shall accept such substitute Standby Bond Purchase Agreement. At least 40 days (or such shorter period as shall be satisfactory to the Trustee) prior to the effective date of such substitution, the Administrator on behalf of the Authority shall give the Trustee and the Bank notice of such proposed substitution and provide the form of such substitute Standby Bond Purchase Agreement and with respect to Bonds bearing interest at the Medium-Term Rate only, written evidence from each Rating Agency, if any, then rating the Series of Bonds then covered by the existing Standby Bond Purchase Agreement that the rating on such Bonds will not be withdrawn or reduced upon the delivery of the substitute Standby Bond Purchase Agreement, and at least 15 days prior to the effective date of such substitution the Trustee shall mail notice of such proposed substitution to the Holders of all Bonds in such Series of Bonds, advising them of the identity of the Bank providing the substitute Standby Bond Purchase Agreement.

(c) If at any time there shall have been delivered to the Trustee with respect to any additional Series of Bonds to be issued hereunder (1) an additional Standby Bond Purchase Agreement, (2) a certified copy of a resolution of the Authority approving an additional Standby Bond Purchase Agreement, (3) an Opinion of Counsel for the Bank which is the issuer of the additional Standby Bond Purchase Agreement to the effect that the additional Standby Bond Purchase Agreement is a valid and binding obligation of the issuer thereof, (4) an Opinion of Bond Counsel that the delivery of such additional Standby Bond Purchase Agreement is authorized under the Indenture and will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes, if applicable, and (5) written consent of the Bond Insurer, then the Trustee shall accept such additional Standby Bond Purchase Agreement.

Section 9.05. Notice by Trustee to Bank While a Standby Bond Purchase Agreement is in Effect. Upon or after the cancellation of any Bonds of a Series redeemed pursuant to Article III and covered by a Standby Bond Purchase Agreement, the Trustee shall promptly give notice thereof to the Bank providing the Standby Bond Purchase Agreement with respect to such Series, all as prescribed in the Standby Bond Purchase Agreement.

Section 9.06. Bank as Third-Party Beneficiary; Notice to Bank of Defaults. To the extent this Indenture confers upon or gives or grants to a Bank any right, remedy or claim under or by reason of this Indenture with respect to a Series of Bonds for which it provides a Standby Bond Purchase Agreement, such Bank is hereby explicitly recognized as a third-party beneficiary hereunder and may enforce any such right, remedy or claim, conferred, given or granted hereunder. The Trustee shall provide to a Bank providing a Standby Bond Purchase Agreement with respect to a Series of Bonds concurrently with the delivery thereof to the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, a copy of each notice delivered to such Bond Insurer pursuant to Section 12.01(d) relating to insufficient moneys to make payments of principal, interest and/or Additional Payments or the occurrence of any Event of Default with respect to such Series of Bonds.

## ARTICLE X INVESTMENTS

Section 10.01. Bond Fund, Loan Fund, Cost of Issuance Fund and Rebate Fund Investments. Except as otherwise herein provided, moneys held in the Bond Fund, the Loan Fund, the Cost of Issuance Fund and the Rebate Fund shall be invested and reinvested by the Trustee in Authorized Investments as directed by the Administrator on behalf of the Authority in writing or orally, promptly confirmed in writing. In the absence of any such instruction, moneys in such funds shall remain uninvested. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which the moneys so invested were originally held and the interest accruing thereon and any profit realized therefrom shall be credited to and held in such fund or account and any loss resulting therefrom shall be charged to such fund or account unless otherwise set forth herein. The Trustee is directed to sell at the best price reasonably obtainable in the markets in which the Trustee is normally active and convert to cash a sufficient amount of such investments in any fund whenever the cash held in such fund is insufficient for the purposes thereof.

Section 10.02. Bond Purchase Fund Investments. Moneys held in the Bond Purchase Fund shall not be invested.

Section 10.03. Use of Trustee's Departments. The Trustee may make the investments referred to in Sections 10.01 and 10.02 through any division or department of the Trustee or any of its Affiliates and charge and collect its or their customary and usual fees and expenses with the written consent of the Administrator.

Section 10.04. Limitation of Liability.

(a) Since any investments permitted by this Article X made at the request of the Administrator and the making of such investments from time to time will be subject to the Administrator's discretion, the Authority, in addition to the limit of liability set forth herein, specifically disclaims any obligation to the Trustee, the Borrowers and the Administrator for any loss arising from investments made at the direction of any Administrator pursuant to this Article X. The Trustee shall not be responsible for any losses on investments or for the redemption, sale or maturity of any such investments made at the direction of the Administrator in accordance with this Article X, and the Borrowers shall under the Loan Agreements specifically hold the Trustee harmless and agree to indemnify the Trustee for any claim resulting from any losses on investments made in accordance with the Administrator's instructions.

(b) Notwithstanding any provision of this Indenture or the Loan Agreements to the contrary, unless otherwise specifically agreed in a separate written agreement, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in nonpurpose obligations having a yield higher than the yield on the Bonds, or the determination as to whether any investments are permissible under Section 148 of the Code or the regulations thereunder, and the Trustee shall not be liable or responsible for monitoring the compliance by the Borrowers or

the Authority with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof (other than as set forth in Section 7.12 hereof); it being acknowledged and agreed that the sole obligation of the Trustee in this regard shall be to hold and invest monies received by it pursuant to the terms hereof in accordance with this Indenture in each case pursuant to the instructions of the Administrator on behalf of the Borrowers and the Authority, or as otherwise set forth herein. The Trustee may conclusively presume that any investment made at the request of the Administrator is permitted by applicable law.

## ARTICLE XI LOANS

Section 11.01. Terms and Conditions of Loans. Moneys in the Loan Fund shall be used to make loans to Borrowers to finance the Cost of the Projects upon the terms and conditions set forth in the Loan Agreements and upon submission of the documents contained in this Article XI and not otherwise.

Section 11.02. Restrictions on Loans. Each Loan Agreement shall be in substantially the form attached hereto as Exhibit B unless otherwise approved by the Bank, if applicable, and the Bond Insurer, if applicable, and shall contain (i) representations and covenants of the Borrower thereunder substantially to the effect set forth in Section 4.02 of such form of Loan Agreement, and (ii) defaults substantially the same as those contained in Section 5.01 of such form of Loan Agreement.

Section 11.03. Loan Term and Loan Repayments. The Loan Term for each Loan shall commence on the Closing Date for such Loan and end on a date which is not later than the earlier of (i) the date on which the obligations of the Borrower have been discharged; (ii) 35 years from the Closing Date; or (iii) the date of the end of the period which is equal to 120% of the useful life of the Project, in each case as determined by either the Bond Insurer or the Administrator. Principal of each Loan shall be repaid in such amounts on such dates as set forth in Exhibit A to the Loan Agreement. The portion of each Loan Repayment constituting interest and Swap Payments shall be calculated by the Trustee as set forth in the Loan Agreement and shall be paid by the Borrower on the Loan Repayment Date which shall be a date prior to the date necessary to make interest payments on the related Series of Bonds. The portion of Loan Repayments constituting interest on Bank Bonds of a related Series of Bonds including interest at the Bank Rate and Excess Interest, if applicable, shall be calculated as set forth in the Loan Agreement and as set forth in the Standby Bond Purchase Agreement. The portion of each Loan Repayment constituting principal shall be calculated by the Trustee annually (and recalculated when necessary) as provided in Article III of the Loan Agreement and shall be paid on the 25th day of May, or such other times as may be designated by the Bond Insurer, if applicable, and the Bank, if applicable. The portion of each Loan Repayment constituting Additional Payments shall be calculated and apportioned among the Series of Bonds by the Administrator and submitted to the Trustee as set forth in Section 3.02 of the Loan Agreement and shall be payable as provided in the Loan Agreement by the Borrower on the Loan Repayment Date which shall be a date prior to the date necessary to make such payments to the Persons to whom such payments are due.

Section 11.04. Closing Submissions. Prior to or at each Closing of a Loan, the Trustee shall have received the documents required by Section 2.02(c) of this Indenture.

All opinions and certificates required under Section 2.02(c) and this Section and under the Loan Agreements shall be dated the Closing Date. When applicable, the Trustee shall deliver to the Bond Insurer providing coverage with respect to such Series of Bonds, and to the Bank providing a Standby Bond Purchase Agreement with respect to such Series of Bonds is required by the Standby Bond Purchase Agreement, originals or copies of each of the items referred to in this Section promptly after each Closing Date.

Section 11.05. Modifications to Certificates and Opinions. The Authority or its Counsel may approve modifications to Exhibit B hereto or Exhibits thereto so long as such modifications do not adversely affect the interests of Bondholders and so long as such modifications are approved by the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, and the Bank providing a Standby Bond Purchase Agreement with respect to such Series of Bonds.

Section 11.06. Defaults. Subject to Section 15.01 hereof, the Trustee shall, in accordance with Sections 7.14 and 14.02 hereof, enforce, and take all reasonable steps, all at the direction of, or with the consent of, the Bond Insurer providing Bond Insurance with respect to the related Series of Bonds, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all related Loan Agreements and any documents securing such Loan Agreements including the prompt payment of all Loan Repayments and all other amounts due thereunder. The Trustee shall promptly notify the Bond Insurer providing Bond Insurance with respect to the related Series of Bonds, and the Bank providing a Standby Bond Purchase Agreement with respect to the related Series of Bonds, of the occurrence of any Loan Default of which it has knowledge. The Trustee shall not (without the prior written consent of the Bond Insurer, if applicable, and the Bank, if applicable, with respect to such Series of Bonds), release the obligations of any Borrower under any Loan Agreement and shall at all times, in accordance with Section 15.01 and to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the owners of each Series of Bonds and of the Trustee under or with respect to such Loan Agreement, provided that this provision shall not be construed to prevent the Trustee, with the consent of the Bond Insurer providing Bond Insurance with respect to the related Series of Bonds, and the Bank providing a Standby Bond Purchase Agreement with respect to the related Series of Bonds, from settling a default under any Loan Agreement on terms as the Trustee shall determine to be in the best interest of the Owners of the Bonds, such Bond Insurer, and such Bank. The Authority hereby appoints the Trustee its agent and attorney-in-fact for purposes of enforcing all rights under the Loan Agreements or any document securing them.

Section 11.07. Requirements. In connection with its activities provided for hereunder, the Trustee upon receipt of indemnity for its liabilities, fees and expenses agrees to comply with the directions of and any reasonable requirements imposed by the Bond Insurer insuring a Series of Bonds and/or the Bank providing the Standby Bond Purchase Agreement for such Series of Bonds and with all relevant state and federal laws and to take such reasonable acts as shall be necessary to permit recovery under the Loan Agreement and the Bond Insurance for such Series of Bonds.

Section 11.08. Payment or Prepayment by Borrowers. Upon the payment of all sums due and to become due under a Loan Agreement or the prepayment of a Loan Agreement by a Borrower by payment of the Optional Prepayment Price pursuant to Article VI of a Loan Agreement, the Trustee shall cancel the Loan Agreement on behalf of the Authority and shall take any other action required of the Trustee under the Loan Agreement and shall execute in its own name all relevant documents in connection with such actions upon receipt of indemnity for its fees and expenses (and the Trustee is hereby appointed the Authority's agent and attorney-in-fact for purposes of taking any act, including the execution and delivery of any document, required by this Section).

If a Loan made under this Indenture is prepaid, the Borrower's Proportionate Share shall continue to be calculated as if it were making its regular Loan Repayments until the prepayment is used to redeem the related Series of Bonds as set forth in the Loan Agreement.

Section 11.09. Loan Files. The Administrator on behalf of the Authority shall retain all the documents it received under Sections 2.02(c) and 11.04 at each Closing which documents shall be available for inspection by the Authority, the Trustee, the Bond Insurer, if applicable, and the Bank, if applicable. All documents received by the Trustee with regard to a particular Loan shall be retained by the Trustee in a file pertaining to that Loan (a "Loan File"). The Loan File shall be kept at the principal corporate trust office of the Trustee and shall be available for inspection by the Authority, the Administrator, the Bond Insurer, if applicable, and the Bank, if applicable, at such reasonable times and under reasonable circumstances.

Section 11.10. Trustee and Authority Not to Impair Tax Exemption of the Bonds. The Trustee and the Authority shall not take any action or omit to take any action or permit any action, except actions required to be taken or omitted hereunder and under the Loan Agreements, which is within their respective control to be taken or omitted which would to the actual knowledge of their respective officers impair the exclusion of interest on the Bonds from gross income of the owners thereof, for federal income tax purposes, if applicable; provided, that the Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code; and provided, further, that the Trustee shall not be liable for an act or omission which is required hereunder or under the Loan Agreements which act or omission is directed by the Authority, the Administrator, the Bond Insurer, the Bank or, with respect to disbursements from a Borrower Account in the Loan Fund, the Borrowers, notwithstanding that such act or omission adversely affects or impairs the exclusion of interest on the Bonds.

Section 11.11. Incomplete Payments. If a Borrower shall pay only a portion of a Loan Repayment when due, the payment shall be applied first as interest on the Loan, then as principal of the Loan and then as Additional Payments.

## ARTICLE XII BOND INSURANCE

Section 12.01. Provisions Relating to Bond Insurance. The following provisions relate to each Bond Insurer and the Bond Insurance issued by it insuring the payment when due of the principal of and interest on the Bonds authorized herein and applies only to any Series of Bonds for which such Bond Insurer provides Bond Insurance:

(a) (i) So long as the respective Bond Insurer is not in default of its payment obligations under the Bond Insurance, any provision of this Indenture expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

(ii) So long as the respective Bond Insurer is not in default of its payment obligations under the Bond Insurance, the Bond Insurer's consent shall be required in addition to the consent of registered owners of the Series of Bonds insured by such Bond Insurer for the following purposes: (A) any amendment, supplement, change or modification of this Indenture or any Loan Agreement, which requires the consent of any of the registered owners of the Series of Bonds pursuant to the terms hereof, (B) removal of the Trustee, Remarketing Agent and Paying Agent and selection and appointment of any successor thereto, and (C) initiation or approval of any action not described in (A) or (B) above which requires the consent of any of the registered owners of the Series of Bonds so insured pursuant to the terms hereof.

(iii) So long as the respective Bond Insurer is not in default of its payment obligations under the Bond Insurance, it shall be given notice by the Trustee of any advance refunding or redemption of the Bonds of such Series, including the principal amount, maturities and CUSIP numbers; shall be given copies of all notices required to be sent to Bondholders under this Indenture; and shall be given any other information that the Bond Insurer shall reasonably request with respect to any Series of Bonds for which it provides Bond Insurance.

(iv) So long as the respective Bond Insurer is not in default of its payment obligations under the Bond Insurance, anything herein to the contrary notwithstanding, the Bond Insurer shall be entitled to control and direct, but subject to Section 15.01(h), the enforcement of all rights and remedies granted to the registered owners of the Series of Bonds for which it provides Bond Insurance under Article XIV hereof.

(b) While the Bond Insurance is in effect, the Authority shall furnish to the Bond Insurer a copy of any notice to be given to the registered owners of the Series of Bonds which it insures, including, without limitation, notice of any redemption of or defeasance of such Bonds, and such additional information as the Bond Insurer may reasonably request.

(c) The Authority will permit the Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Bond Insurer may reasonably request regarding the security for the Series of Bonds it insures with appropriate officers of the Authority. The Authority will permit the Bond Insurer to 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 hereof, the Trustee shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder with respect to a Series of Bonds for which it provides Bond Insurance.

(e) In the event that the principal and/or interest due on any Bonds of a Series shall be paid by the Bond Insurer pursuant to the Bond Insurance, such Bonds shall remain

outstanding for all purposes, shall not be defeased or otherwise satisfied or considered paid by the Authority, and the lien on and pledge of the Trust Estate herein granted and all covenants, agreements and other obligations of the Authority to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer providing Bond Insurance for such Bonds, and the Bond Insurer shall be subrogated to the rights of such registered owners of such Bonds.

(f) To the extent that this Indenture confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Indenture, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 12.02. Payment Procedure Pursuant to Bond Insurance Provided by FSA. As long as the Bond Insurance issued by FSA shall be in full force and effect, the Authority and the Trustee agree to comply with the following provisions as to any Series of Bonds insured thereby:

If on the third business day prior to the related scheduled Interest Payment Date or Principal Payment Date (“Payment Date”) there is not on deposit with the Trustee after making all transfers and deposits required under the Indenture moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon New York City time on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date the Trustee shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds confirmed in writing to the Bond Insurer and the Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Trustee shall authenticate and deliver to affected Bondholders who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Trustee shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of Financial Security Assurance Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account hereinafter referred to and the allocation of such funds

to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the Indenture regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee.

Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

Section 12.03. Payment Procedure Pursuant to the Bond Insurance Provided by Ambac Assurance. As long as the Bond Insurance issued by Ambac Assurance shall be in full force and effect, the Authority and the Trustee agree to comply with the following provisions as to any Series of Bonds insured thereby.

(a) At least one (1) day prior to each Interest Payment Date the Trustee will determine whether there will be sufficient funds in the Funds and Accounts to pay the principal of or interest on the Series of Bonds so insured which is due on such Interest Payment Date. If the Trustee determines that there will be insufficient funds in such Funds or Accounts, the Trustee shall so notify the Bond Insurer. Such notice shall specify the amount of the anticipated deficiency, the Bonds of such Series to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Bond Insurer at least one (1) day prior to an Interest Payment Date, the Bond Insurer will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which the Bond Insurer shall have received notice of nonpayment from the Trustee.

(b) The Trustee shall, after giving notice to the Bond Insurer as provided in (a) above, make available to the Bond Insurer and, at the Bond Insurer's direction, to The Bank of New York, New York, New York, as insurance trustee for the Bond Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Authority maintained by the Trustee and all records relating to the Funds and Accounts maintained under this Indenture for such Series of Bonds.

(c) The Trustee shall provide the Bond Insurer and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to

receive full or partial interest payments from the Bond Insurer and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from the Bond Insurer.

(d) The Trustee shall, at the time it provides notice to the Bond Insurer pursuant to (a) above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from the Bond Insurer (i) as to the fact of such entitlement, (ii) that the Bond Insurer will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Bond Insurer, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of the Bond Insurer) for payment to the Insurance Trustee, and not the Trustee, and (iv) that should they be entitled to receive partial payment of principal from the Bond Insurer, they must surrender their Bonds for payment thereon first to the Trustee who shall note on such Bonds the portion of the principal paid by the Trustee and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee has actual notice that any payment of principal of or interest on a Bond which has become due for payment and which is made to a Bondholder by or on behalf of the Authority has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee shall, at the time the Bond Insurer is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Bond Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Bond Insurer its records evidencing the payments of principal of and interest on such Bonds which have been made by the Trustee and subsequently recovered from registered owners and the dates on which such payments were made.

Section 12.04. Payment Procedure Pursuant to Bond Insurance Provided by MBIA. As long as the Bond Insurance issued by MBIA shall be in full force and effect, the Authority and the Trustee agree to comply with the following provisions as to the Series of Bonds insured thereby:

(a) In the event that, on the second Business Day, and again on the Business Day, prior to the payment date on the Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify MBIA or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify MBIA or its designee.

(c) In addition, if the Trustee has notice that any Bondholder has been required to disgorge payments of principal or interest on the Bonds to a trustee in Bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes a voidable preference to such Bondholder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify MBIA or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(d) The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Holders of the Bonds as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest on the Bonds, the Trustee shall (A) execute and deliver to State Street Bank and Trust Company, N.A., or its successors (the "Insurance Paying Agent") under the Policy, in form satisfactory to the Insurance Paying Agent, an instrument appointing MBIA as agent for such Holders in any legal proceeding related to the payment of such interest and an assignment to MBIA of the claims for interest to which such deficiency relates and which are paid by MBIA, (B) receive as designee of the respective Holders (and not as Trustee) in accordance with the tenor of the Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (C) disburse the same to such respective Holders; and

(ii) If and to the extent of a deficiency in amounts required to pay principal of the Bonds, the Trustee shall (A) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an instrument appointing MBIA as agent for such Holder in any legal proceeding relating to the payment of such principal and an assignment to MBIA of any of the Bonds surrendered to the Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (B) receive as designee of the respective Holders (and not as Trustee) in accordance with the tenor of the Policy payment therefor from the Insurance Paying Agent, and (C) disburse the same to such Holders.

Section 12.05. Payment Procedure Pursuant to Bond Insurance Provided by a Bond Insurer Other than FSA, Ambac Assurance or MBIA. If Bond Insurance for a Series of Bonds is provided by a Bond Insurer other than FSA, Ambac Assurance, or MBIA, an Authorized Authority Representative, on behalf of the Authority, may agree to comply with the payment procedures for such Bond Insurance, which payment procedures shall be set forth in the Supplemental Indenture relating to such Series of Bonds.

Section 12.06. Subrogation. In addition to those rights granted a Bond Insurer under this Indenture, the Bond Insurer shall, to the extent it makes payment of principal of or interest on Bonds of any Series, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance it provides, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee upon receipt from the Bond Insurer of proof of the payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the

Trustee shall note the Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 12.07. Surrender, Cancellation, Termination, Amendment or Substitution of Bond Insurance. The Trustee shall give Bondholders not less than thirty (30) days prior written notice of the surrender, cancellation, termination, amendment or modification of the Bond Insurance or the Surety Bond or of the substitution of a new insurer for the Bond Insurer. The notice shall state that if such actions are taken without obtaining the prior written consent of the Bank, if required by the Standby Bond Purchase Agreement, then the Standby Bond Purchase Agreement shall terminate according to its terms. Neither the Authority nor the Trustee shall consent to the surrender, cancellation, termination, amendment, or modification of the Bond Insurance or Surety Bond or of the substitution of a new bond insurer for any Series of Bonds, without the prior written consent of each Bank providing a Standby Bond Purchase Agreement for a Series of Bonds for which such Bond Insurer provides Bond Insurance.

### ARTICLE XIII DISCHARGE OF LIEN

Section 13.01. Discharge of Lien and Security Interests. If the Authority shall pay or cause to be paid (other than by the Bond Insurer) in full the principal of and the interest on all Bonds or all or any portion of any Series of Bonds, through depositing or causing to be deposited with the Trustee in trust cash and/or Government Obligations, which do not permit the redemption thereof at the option of the issuer thereof, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the Holder), will, without reinvestment (except as provided in (e) below), provide cash which, together with the cash, if any, deposited with the Trustee at the same time, shall be sufficient to pay and discharge the entire indebtedness on all Bonds or all or any portion of any such Series of Bonds as the same become due not theretofore canceled by the Trustee or delivered to the Trustee for cancellation, for principal and interest (and premium, if any) which have become due and payable, or to the Stated Maturity thereof or earlier Redemption Date or Mandatory Tender Date, as the case may be, and (a) has paid or made arrangements satisfactory with the Trustee to pay, all fees and expenses (including, without limitation, counsel's fees and expenses) of the Trustee which have accrued or which the Trustee estimates will accrue prior to the final payment of all Bonds or all or any portion of any such Series of Bonds in full, (b) has furnished to the Trustee an Opinion of Bond Counsel to the effect that the deposit of such cash and Government Obligations is in compliance with the provisions hereof and will not adversely affect the exclusion of interest on all Bonds or all or any portion of any such Series of Bonds in gross income for purposes of Federal income taxation; if applicable, and (c) has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, and (d) has paid or made arrangements satisfactory to the Bank for the payment in full of all obligations under the Standby Bond Purchase Agreement with respect to such Series of Bonds, and to the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, for payment in full of all obligations under the Bond Insurance and other related documents, including all fees and expenses of the Bank including Counsel's fees and expenses which have accrued or which the Bank estimates will accrue prior to the final payment of all Bonds or all or any portion of any such Series of Bonds in full, and (e) has delivered to the Trustee a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be

acceptable to the Bond Insurer (unless such requirement is waived by the Bond Insurer) verifying the sufficiency of the funds or Government Obligations deposited to pay principal of, redemption premium, if any, and interest on the Bonds of such Series when due, if the amount deposited on the date of such deposit is not sufficient to pay the principal of, redemption premium, if any, and interest on such Series of Bonds when due, then the lien hereof, these presents and the Trust Estate and the security interests therein shall cease, determine and be void with respect to all Bonds or all or any portion of any such Series of Bonds. Upon the discharge of the lien hereof, these presents and the Trust Estate and the security interests therein ceasing, determining and being void as provided in the preceding sentence, the Trustee shall, upon receipt of evidence satisfactory to it that all conditions precedent to the satisfaction and discharge of this Indenture as to all Bonds or all or any portion of any such Series of Bonds have been complied with, cancel and discharge this Indenture and the security interests therein as to all Bonds or all or any portion of such Series of Bonds, execute and deliver to the Authority such instruments in writing as shall be required to cancel and discharge this Indenture and the security interests therein as to all Bonds or of all or any portion of such Series of Bonds and apply any moneys and investments held in the Bond Fund, the Loan Fund and the Bond Purchase Fund in accordance with Sections 7.02, 7.07, 7.08 or 8.05, respectively, and all moneys then held in the Bond Fund for the purpose of paying Bonds which have not yet been presented for payment and all moneys then held in the Bond Purchase Fund for the purpose of paying the purchase price of such Bonds which have not yet been presented for purchase to be held thereafter in trust solely for the Holders of such Bonds pending the payment thereof to such Holders. If a Series of Bonds will not be redeemed in whole within 60 days of such discharge, the Trustee shall give notice of such discharge to all Bondholders of such Series whose Bonds will not be redeemed within 60 days of such discharge. Notwithstanding the other provisions of this Section, the lien and security interest granted in this Indenture to a Bank and to a Bond Insurer with respect to a Series of Bonds shall not be discharged until all amounts owing to such Bank under such Standby Bond Purchase Agreement and other related documents have been fully paid and such Standby Bond Purchase Agreement has been terminated as to such Series of Bonds and all amounts owing to such Bond Insurer under its Bond Insurance have been paid in full as to such Series of Bonds.

Section 13.02. Discharge of the Indenture. Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and canceled in accordance with Section 13.01, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and canceled, shall nevertheless continue and subsist until the principal of and premium, if any, and the interest on, all of the Bonds shall have actually been paid in full (other than by the Bond Insurer), all amounts owed to each Bank under a Standby Bond Purchase Agreement, Bank Bonds and other related documents, each Bond Insurer under the Bond Insurance, each Swap Counterparty under a Swap Agreement, and to the Trustee shall have been paid in full, and the Trustee shall have applied in accordance with Sections 7.02, 7.08 or 8.05, as applicable, and all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment or purchase, as the case may be, which funds shall be held in trust solely for the Holders of such Bonds pending their application in accordance herewith, have been applied in accordance herewith.

ARTICLE XIV  
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE, BANK  
AND BONDHOLDERS

Section 14.01. Events of Default. Each of the following events is hereby defined as and declared to be and to constitute an "Event of Default" hereunder with respect to any Series of Bonds:

(a) default in the due and punctual payment of any interest on any Bond of such Series when the same shall become due and payable; or

(b) default in the due and punctual payment of the principal of or premium on any Bond of such Series at its maturity or upon mandatory redemption; or

(c) the failure of the Authority to observe and perform any of the covenants, conditions, agreements, or provisions contained herein, or in the Bonds of such Series, on the part of the Authority to be observed or performed (except obligations referred to in subsections (a) or (b) of this Section), and the continuation thereof for 30 days after written notice, specifying such default and requiring the same to be remedied, is given to the Authority and the Borrowers by the Trustee, unless the Trustee, upon the direction of the Bond Insurer, if applicable, shall agree in writing to an extension of such time period prior to its expiration.

An Event of Default occurring on any Series of Bonds will not be an Event of Default as to any other Series of Bonds.

Section 14.02. Remedies. Subject to Section 14.10, upon the occurrence of an Event of Default, the Trustee shall have the power to proceed with any right or remedy available at law or in equity or by statute, as it or the Bond Insurer, as applicable, may deem best, including any suit, action or special proceeding in equity or at law for the collection of amounts due and to become due hereunder and under the Bonds of such Series or the Loan Agreements pledged thereto or the performance of any covenant or agreement contained herein or in the Loan Agreements or for the enforcement of any proper legal or equitable remedy as the Trustee or the Bond Insurer, as applicable, shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law. The rights herein specified are to be cumulative to all other available rights, remedies or powers. In all circumstances under this Section 14.02, the Trustee, upon being furnished indemnity for its liabilities, costs and attorneys' fees, shall follow the direction of the Bond Insurer, if applicable.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee, the Bond Insurer or the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 14.03. Rights of Bondholders. Upon the occurrence of an Event of Default as to a Series of Bonds and if requested so to do by the Holders of more than fifty percent (50%) in aggregate principal amount of Bonds then Outstanding of such Series and if indemnified as provided in Section 15.01(h), the Trustee, subject to the provisions of Sections 14.04 and 14.10, shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders of such Series and the Bond Insurer, if applicable.

Section 14.04. Right of Bondholders to Direct Proceedings. Subject to Sections 14.10 and 15.01(h), anything herein to the contrary notwithstanding, the Holders of more than fifty percent (50%) in aggregate principal amount of Bonds then Outstanding as to a Series of Bonds shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder with respect to such Series.

Section 14.05. Application of Moneys. All moneys on deposit in the applicable Borrower Account of the Loan Fund and all moneys on deposit in the applicable Series Bond Account of the Cost of Issuance Fund shall be deposited in the applicable Principal Account of the Series Bond Account in the Bond Fund and all other moneys received by the Trustee pursuant to any right given or remedy or action taken under the provisions of this Article shall, after payment of all fees and expenses of the Trustee (other than from proceeds of Bond Insurance, a Standby Bond Purchase Agreement or proceeds of a remarketing), including, without limitation, the costs and expenses of the proceedings resulting in the collection of such other moneys and of the related expenses, liabilities and advances incurred or made by the Trustee, be deposited in the applicable Principal Account of the Series Bond Account in the Bond Fund, and all such moneys shall be paid to the Trustee and applied by it to such Series of Bonds as follows:

(a) Unless the principal of all the Bonds of a Series shall have become due and payable, all such moneys shall be applied:

FIRST - to the payment to the Persons entitled thereto of all installments of interest then due on the Outstanding Bonds of such Series, in the order of the maturity of the installments of such interest and to make Swap Payments owed to a Swap Counterparty and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment of such installment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND - to the payment to the Persons entitled thereto of the unpaid principal, including mandatory redemption payments, of any of the Outstanding Bonds of such Series which shall have become due, in the order of their due dates, with interest on such Bonds at the rate last borne by the Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full the principal, including mandatory redemption payments, which became due on such Bonds on any particular date, together with such interest, then to the payment thereof ratably, according

to the amount of principal, including mandatory redemption payments, due on such date, to the Persons entitled thereto, without any discrimination or privilege; and

THIRD - to the payment of any Additional Payments owed pursuant to the Loan Agreement.

(b) If the principal, including mandatory redemption payments, of all the Bonds of such Series shall have become due and payable, all such moneys shall be applied FIRST, to the payment of such principal and the interest then due and unpaid on the Outstanding Bonds of such Series and Swap Payments, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal, including mandatory redemption payments, and interest, and Swap Payments to the Persons entitled thereto without any discrimination or privilege, and SECOND, to the payment of any Additional Payments owed with respect to the Bonds of such Series.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall, in its sole discretion, deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue provided that such amount of principal is in fact paid on such date. The Trustee shall give such notice to the Holders of the Bonds of such Series and the Bond Insurer, if applicable, as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment from such moneys to the Holder of any Bonds until such Bonds shall be presented to the Trustee.

Whenever all Bonds of a Series and the interest thereon and all amounts owed to the Bond Insurer, if applicable, the Bank, if applicable, and the Swap Counterparty, if applicable, with respect to such Series have been paid in full under the provisions of this Section and all expenses and charges of the Trustee and the Remarketing Agent have been paid with respect to such Series, any balance remaining in the Series Bond Account of the Bond Fund for such Series shall be disposed of in the manner provided in Section 7.02(g).

Section 14.06. Rights and Remedies Vested in Trustee. All rights of action and remedies (including the right to file proofs of claim) hereunder or under any of the Bonds may be enforced (subject to Section 14.10) by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted (subject to Section 14.10) by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds or the Bond Insurer, if applicable, and any recovery of judgment shall, subject to the terms hereof, be for the benefit, first, of the Holders of the Bonds and, second, of the Bond Insurer, if applicable.

Section 14.07. Rights and Remedies of Bondholders. No Holder of a Bond of any Series shall have any right to institute any suit, action or proceeding in equity or at law for the

enforcement hereof, for the execution of any trust hereof or for the appointment of a receiver or to enforce any other right or remedy hereunder, except subject to the provisions of Section 14.10 and unless (a) a Default has occurred of which the Trustee has been notified as provided in subsection (e) of Section 15.01, or of which by said subsection it is deemed to have notice, (b) such Default shall have become an Event of Default and the Holders of more than fifty percent (50%) in aggregate principal amount of Bonds then Outstanding of such Series shall have made written request to the Trustee and shall have offered reasonable opportunity to the Trustee either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) such Bondholders have offered to the Trustee indemnity as provided in Section 15.01(h) and the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other right or remedy hereunder; it being understood and intended that no one or more Holders of the Bonds of such Series shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its, his or their action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit, first, of the Holders of all Bonds of such Series and, second, of the Bond Insurer. Nothing herein contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, and interest on, any Bond of such Series at and after the date such payment is due, or the obligation of the Authority or the Trustee to pay the principal of, and interest on, each of the Bonds issued hereunder to the respective Holders thereof at the time, place, from the source and in the manner expressed in the Bonds.

Nothing in the preceding paragraph or in any other provision of this Indenture shall limit or impair in any way the right of the Bond Insurer to take action and institute proceedings, in the name of itself, of an individual Bondholder or otherwise, as the Bond Insurer shall deem appropriate (1) to contest any claim or assertion by any Person (including any claim or assertion by the Borrower or by any receiver, custodian, trustee or liquidator for the Borrower) that any payment of principal, purchase price or interest on the Bonds constitutes a voidable preference under the Federal Bankruptcy Code or any similar state insolvency law or (2) to request or petition any court of competent jurisdiction to make a determination that any payment of principal, purchase price or interest on the Bonds did not constitute a voidable preference under the Federal Bankruptcy Code or any similar state insolvency law, and the Bond Insurer is hereby authorized to take any such action and to institute any such proceedings.

Section 14.08. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right or remedy hereunder by any action at law or in equity, by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority, the Bond Insurer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee and the Bond Insurer shall continue as if no such proceedings had been taken.

Section 14.09. Waivers of Events of Default.

(a) Subject to Section 14.10, the Trustee for such Series of Bonds shall waive any Event of Default hereunder for a Series of Bonds and its consequences upon the written request of the holders of more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding for such Series of Bonds, provided, however, that there shall not be waived

(1) any Event of Default pertaining to the payment of the principal of any Bond of such Series at its Maturity, or mandatory Redemption Date, or

(2) any Event of Default pertaining to the payment when due of the interest on any Bond of such Series unless prior to such waiver, all arrears of interest and all principal, including mandatory redemption payments, or purchase price payments in respect of which such Event of Default shall have occurred, with interest thereon (to the extent permitted by law) for the period from the occurrence of such Event of Default until paid in full at a rate per annum equal to the interest rate payable on the Bonds from time to time during such period in accordance with the terms of the Bonds, and all expenses of the Trustee in connection with such Event of Default, shall have been paid or provided for, and in case of any such waiver, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Authority, the Trustee, the Bond Insurer providing Bond Insurance with respect to such Series, the Bank providing a Standby Bond Purchase Agreement with respect to such Series, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

The Trustee shall not have any discretion to waive any Event of Default hereunder and its consequences except in the manner and subject to the terms expressed above.

Section 14.10. Rights of Bond Insurer to Control Remedies and Other Proceedings.

(a) Subject to the provisions of Section 1.02(g), 14.10(b) and 15.01(h) hereof, the Bond Insurer shall be entitled to control and direct the enforcement of all remedies and rights granted to the Holders of the Bonds of any Series as to which it provides Bond Insurance and to the Trustee under this Article XIII and all proceedings related thereto, including, without limitation,

(1) the right of the Holders of more than 50% in aggregate principal amount of Outstanding Bonds of any Series of Bonds to request the Trustee to exercise certain remedies and direct the time, method and place of conducting all proceedings under Sections 13.03 and 13.04 hereof;

(2) the right to institute any suit, action or proceeding, pursuant to Section 13.07 hereof; and

(3) the right of the Holders of more than 50% in aggregate principal amount of Outstanding Bonds of any Series of Bonds pursuant to Section 14.09 to waive any Event of Default of Bonds of such Series.

(b) All rights and remedies given to a Bond Insurer providing Bond Insurance with respect to a Series of Bonds in this Indenture and the Loan Agreement are expressly conditioned upon such Bond Insurer not being in default in the performance of its obligations under the Bond Insurance and it is expressly understood and agreed that the Bond Insurer shall have no rights or remedies hereunder or under the Loan Agreements if it is in default in such performance.

(c) With respect to any rights of the Holders of a Series of Bonds, the Trustee is entitled to rely on the authority of the Bond Insurer providing Bond Insurance with respect to a Series of Bonds to exercise such rights, subject to Section 14.10(b) hereof.

#### ARTICLE XV THE TRUSTEE AND THE REMARKETING AGENT

Section 15.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it hereby, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default of which it is required to have notice under Section 15.01(e)(4) and after the curing of all such Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied agreements or obligations shall be read into this Indenture with respect to or against the Trustee. In case an Event of Default of which it is deemed or required to have notice under Section 15.01(e)(f) has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, or receivers and shall not be responsible for any misconduct or negligence on the part of any receiver, agent or attorney appointed with due care by it hereunder. The Trustee shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Authority, the Bank, the Bond Insurer or the Borrowers), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the authentication certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or the Loan Agreement or any other document, or for insuring the Trust Estate or for the validity of the execution hereof by the

Authority or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, or for the value of or title in and to the Trust Estate or any part of the Trust Estate or otherwise as to the maintenance of the security hereof, except that if the Trustee enters into possession of a part or all of the Trust Estate pursuant to any provision hereof it shall use due diligence in preserving the same, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any agreements or conditions on the part of the Authority or on the part of any Borrower under any Loan Agreement, except as hereinafter set forth; but the Trustee may require of the Authority or the Borrowers full information and advice as to the performance of the agreements and conditions aforesaid and as to the condition of the Trust Estate.

(d) Except to the extent herein specifically provided, the Trustee shall not be accountable for the use of the proceeds of any of the Bonds. The Trustee, in its individual capacity, or as trustee under other indentures of trust, may in good faith buy, sell, own, hold or deal in any of the Bonds issued hereunder, and may join in any action which any Bondholder may be entitled to take with like effect as if such Person did not act in any capacity hereunder. The Trustee or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Authority, the Bank, the Bond Insurer or the Borrowers, and may act as depository, trustee or agent for any committee or body of Bondholders in connection with any other indenture or similar agreement to which the Authority, the Bank, the Bond Insurer or the Borrowers is a party and hold any bonds secured thereby or other obligations of the Authority as freely as if such Person did not act in any capacity hereunder.

(e) Except as is otherwise provided in subsection (a) above:

(1) The Trustee shall be protected in acting upon Opinions of Counsel and upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee, pursuant hereto upon the request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the Holder of any Bond, shall be conclusive and binding upon all future Holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely upon a certificate furnished by a Bank as to amounts owing under its Standby Bond Purchase Agreement with respect to each Series of Bonds covered by such Standby Bond Purchase Agreement.

(2) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon an Authority Certificate or upon a Borrower Certificate as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which the Trustee has been notified as provided in subsection (e)(4) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a Borrower Certificate or an Authority Certificate to the effect that a resolution in the form therein set forth has been adopted as conclusive evidence that such resolution has been adopted and is in full force and effect.

(3) The right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct. Further, the Trustee shall not have any liability with respect to, and the Authority hereby waives, releases and agrees not to sue for, any special, indirect or consequential damages suffered by the Authority in connection with claims related to or arising under this Indenture, the Loan Agreements, the Bonds, the Standby Bond Purchase Agreement, the Bond Insurance or the Remarketing Agreement.

(4) Unless a Responsible Officer of the Trustee shall be specifically notified in writing of a Default or an Event of Default by any Borrower, the Authority, the Remarketing Agent, a Bank, a Bond Insurer or the Holders of more than fifty percent (50%) in aggregate principal amount of Outstanding Bonds of any Series of Bonds, the Trustee shall not be required to take notice or be deemed to have notice of such Default or Event of Default hereunder except (i) failure to pay the principal or purchase price of or interest on such Series of Bonds when due, and (ii) an act of bankruptcy pursuant to which the Trustee has notice pursuant to Section 5.01 of a Loan Agreement. All notices or other instruments required to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Default or Event of Default except as aforesaid. In the event that any payment referred to above is not paid when due, the Trustee shall give Immediate Notice to the Administrator, Bond Insurer providing Bond Insurance with respect to such Series, and the Bank providing a Standby Bond Purchase Agreement with respect to such Series, that such payment has not been made and shall immediately confirm such notice by registered or certified mail to the Bond Insurer and the Bank.

(f) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(g) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof, as a condition of such action by the Trustee which the Trustee deems desirable for the purpose of establishing the right to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(h) Before taking any action hereunder (other than making a draw on the Bond Insurance and the Standby Bond Purchase Agreement, making payment on the Bonds when due or causing or effecting a tender of Bonds for purchase under Sections 4.01 or 4.02 hereunder) at the request or direction of any Bondholder or Bond Insurer, if any, the Trustee may require that a satisfactory indemnity bond be furnished by the Holders of the related Series of Bonds (or other Person acceptable to the Trustee) for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken.

(i) All moneys received by the Trustee, or the Remarketing Agent, for the Bonds shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor the Remarketing Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(j) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(k) The Trustee shall be entitled to pay any amount to a Bond Insurer or a Bank required hereunder upon written notice from such Bond Insurer or such Bank pursuant to this Indenture, the Loan Agreement, the Bond Insurance, the Standby Bond Purchase Agreement or other related documents, and the Trustee shall have no obligation to determine whether such amount is in fact owed to such Bond Insurer or such Bank. The Trustee shall not be required to pay any amount to a Bond Insurer or a Bank under Section 7.02(g), 8.05 or 14.05 unless the Trustee has received notice from such Bond Insurer or such Bank of the amount owed to such Bond Insurer or such Bank under the Bond Insurance, the Standby Bond Purchase Agreement or such other documents, provided that the Trustee shall not make any payment to any Borrower without the consent of the Bond Insurer under Section 7.02(g), 8.05 or 14.05 until ten (10) Business Days after the Trustee gives the Bond Insurer Immediate Notice of the Trustee's intent to make such payment to the Borrowers.

Section 15.02. Fees, Charges and Expenses of Trustee. Pursuant to Sections 4.1(c) and 6.4 of the Loan Agreement, each Borrower shall pay and/or reimburse the Trustee for reasonable fees for its Ordinary Services rendered hereunder and all advances, Counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, if it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation from the Borrowers therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by its gross negligence or willful misconduct, it shall not be entitled to compensation or reimbursement therefor. The Authority hereby grants to the Trustee a lien on and security interest in the Trust Estate for each Series of Bonds to secure the payment of its reasonable fees and expenses as to such Series of Bonds, provided that notwithstanding any provision hereof to the contrary, the Trustee shall have no lien upon or right to receive payment of any fees or expenses or other amounts (a) from monies held for the payment of Bonds which have not been presented for payment under Section 7.02(e) or (b) from amounts drawn (or deemed to have been drawn) under the Bond Insurance or the Standby Bond Purchase Agreement held in the Standby Bond Purchase Agreement Accounts in the Bond Purchase Fund or (c) from any proceeds of the remarketing of the Bonds by the Remarketing Agent pursuant to Section 4.03. Upon an Event of Default, such lien of the Trustee on the Trust Estate shall be a first lien.

Section 15.03. Notice by Trustee.

(a) If a Default occurs of which the Trustee is by Section 15.01(e)(4) required to take notice or if notice of a Default be given as in Section 15.01(e)(4) provided, then the Trustee shall give written notice thereof by first-class mail, postage prepaid, to the Authority, the Administrator, the Bond Insurer, the Bank, the Borrowers, the Remarketing Agent, and the Holders of all Bonds then Outstanding as to such Series of Bonds.

(b) At any time that any Series of Bonds is rated by a Rating Agency, the Trustee shall promptly give notice to such Rating Agency, at such address as the Rating Agency shall have furnished to the Trustee, of:

(1) any change in the identity of the Trustee, the Remarketing Agent, the Tender Agent or the Bank providing a Standby Bond Purchase Agreement for such Series;

(2) any amendments of or supplements of this Indenture, the Bonds, the Loan Agreements or the Standby Bond Purchase Agreement relating to such Series;

(3) any redemption of all the Bonds of such Series or any mandatory purchase of all the Bonds of such Series, any defeasance of all Bonds of any Series, any conversion of the Interest Rate from one Rate Period to any other Rate Period;

(4) any renewal, termination, expiration, extension or substitution of the Standby Bond Purchase Agreement or the Bond Insurance relating to such Series; and

(5) any other information that the Rating Agency may reasonably request.

It is expressly understood and agreed that the Trustee shall have no liability for its failure to furnish any notice under this paragraph (b).

Section 15.04. Intervention by Trustee. In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee, which may be based upon the advice of its Counsel, has a substantial bearing on the interest of the Bond Insurer or the Bondholders, the Trustee may, upon being provided indemnity as set forth in Section 15.01(h), intervene on behalf of the Bond Insurer and the Bondholders and shall do so if requested in writing by the Bond Insurer or (if the Bond Insurer consents) the Holders of more than fifty percent (50%) in aggregate principal amount of the Outstanding Bonds for such Series of Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction if such approval is required by law as a condition to such intervention.

Section 15.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any

instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 15.06. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice by first-class mail, postage prepaid, to the Authority, the Borrowers, the Remarketing Agent, each Bond Insurer and each Bank if any Series of Bonds outstanding is in the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period or the Medium-Term Period and to each Bondholder, but such resignation shall take effect only upon the appointment of a successor Trustee and the assignment and transfer of the Standby Bond Purchase Agreement to the successor Trustee; provided, however, that if a successor Trustee shall not have been appointed within 60 days from the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 15.07. Removal of the Trustee. The Trustee may be removed at any time by the Authority, by an instrument or concurrent instruments in writing delivered to the Trustee, the Administrator, the Borrowers, the Remarketing Agent, each Bond Insurer, each Bank and the Bondholders (with the consent of each Bond Insurer and each Bank if any Series of Bonds outstanding is in the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period or the Medium-Term Period), or by the Holders of more than fifty percent (50%) in aggregate principal amount of the Outstanding Bonds of all Series of Bonds by an instrument or concurrent instruments in writing delivered to the Trustee, the Authority, the Administrator, all Borrowers and the Remarketing Agent (with the consent of each Bond Insurer and each Bank); provided, however, that such removal shall take effect only upon the appointment of a Successor Trustee as provided in Section 15.08 and upon the assignment and transfer of each Standby Bond Purchase Agreement to the successor Trustee. The Trustee shall be removed at any time at the request of Ambac Assurance (so long as Ambac Assurance is not in default of its obligations under the Bond Insurance) for any breach of trust set forth herein.

Section 15.08. Appointment of Successor Trustee; Temporary Trustee. If the Trustee shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder or in case it shall be taken under the control of any public officer, officers or a receiver appointed by a court, a successor may be appointed by the Authority or by the Holders of more than fifty percent (50%) of the principal amount of the Outstanding Bonds, by an instrument or concurrent instruments in writing signed by an Authorized Representative of the Authority or by the Bondholders, with the consent of each Bond Insurer and each Bank. Every such Trustee appointed pursuant to the provisions of this Section 15.08 shall be, if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms in good standing, a bank with trust company powers having a combined capital surplus and undivided profits of not less than \$100,000,000. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take affect until a successor, acceptable to Ambac Assurance shall be appointed.

Section 15.09. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority, the Administrator, each Bank, each Bond Insurer, and each Bondholder an instrument in writing accepting such appointment hereunder and specifying its principal corporate trust office for the purpose of this Indenture, and thereupon such successor, without any further act, deed or

conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor including, but not limited to, all rights and obligations under each Standby Bond Purchase Agreement; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee in order to more fully and certainly vest in such successor the estates, properties, rights, powers and trusts hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee wherever required by applicable law or to continue the perfection of any lien or security interest created hereby.

Section 15.10. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon any part of the Trust Estate as to any Series of Bonds is not paid as required herein, the Trustee may pay (with prior notice to the Administrator on behalf of the Authority of such payment) such tax, assessment or charge, without prejudice, however, to any rights of the Trustee, any Bond Insurer, any Bank or the Bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon (to the extent permitted by law) from the date of such payment until paid to the Trustee in full at a rate per annum equal to the Prime Rate, shall become so much additional indebtedness secured hereby, and the same shall be given a preference in payment over the principal of, premium, if any, purchase price and the interest on, the Bonds and shall be paid out of the revenues and receipts from the Trust Estate, if not otherwise caused to be paid; provided, however, that payments of any such tax, assessment or charge shall not have any such preference with respect to and shall not be paid from (a) amounts held in the Series Standby Bond Purchase Account in the Bond Purchase Fund or in the Series Principal or Interest Accounts in the Bond Fund, or (b) any proceeds from the remarketing of the Bonds by the Remarketing Agent pursuant to Section 4.02. The Trustee shall not be under obligation to make any such payment unless it shall have been requested to do so by the Bond Insurer providing Bond Insurance with respect to such Series of Bonds, the Bank providing a Standby Bond Purchase Agreement with respect to such Series of Bonds, or the Holders of more than fifty percent (50%) in aggregate principal amount of the Bonds of such Series then Outstanding and shall have been provided with sufficient moneys for the purpose of making such payment. A copy of any request to the Trustee to make a payment hereunder shall also be sent to the Borrowers.

Section 15.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of moneys hereunder.

Section 15.12. Successor Trustee as Custodian of Funds. Upon a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be the

holder of the Rebate Fund, the Bond Fund, the Loan Fund and the Bond Purchase Fund, and the successor Trustee shall become such holder.

Section 15.13. Trustee's Duties as Paying Agent. The Authority does hereby appoint as its agent the Trustee as the paying agent for the Bonds. The Trustee hereby accepts the duties and obligations imposed upon it hereunder:

(a) to hold all sums held by it for the payment of the principal of, premium, if any, purchase price or interest on Bonds in trust for the benefit of Owners until such sums shall be paid to such Owners or otherwise disposed of as herein provided; and

(b) to keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the Authority, the Administrator, the Trustee, the Borrowers, the Bond Insurer and the Bank at all reasonable times.

Section 15.14. Designation and Succession of Remarketing Agent. The Authority hereby appoints Morgan Keegan & Company, Inc. as the Remarketing Agent for the Bonds. The Remarketing Agent shall designate to the Trustee, each Bond Insurer and each Bank its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by entering into the Remarketing Agreement.

Any corporation or association into which the Remarketing Agent may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its investment banking business and assets as a whole or substantially as a whole, shall be and become successor hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any party thereof.

The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days notice to the Authority, each Bond Insurer, each Bank, and the Trustee, provided that no such resignation shall take effect until a successor Remarketing Agent has been appointed pursuant to this Section. The Remarketing Agent may be removed at any time with the consent of Borrowers with respect to a majority of the outstanding principal amount of the Bonds, by an instrument signed by an Authorized Authority Representative and filed with the Trustee, each Bond Insurer, each Bank and the Remarketing Agent.

In the event of the resignation or removal of the Remarketing Agent, or in the event the Remarketing Agent shall be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body by reason of insolvency, bankruptcy or for any other reason, the Authority shall appoint a successor Remarketing Agent meeting the requirements set forth in Section 15.15 hereof with written consent of each Bank which appointment shall be conclusive (subject to the right to thereafter remove the Remarketing Agent).

Section 15.15. Qualifications of Remarketing Agent. The Remarketing Agent shall be either a member of the National Association of Securities Dealers, Inc., or a member of The New York Stock Exchange or a commercial bank having capital, surplus and undivided profits of at

least \$100,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign, and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee. Successor Remarketing Agents shall be appointed in accordance with the provisions of Sections 15.14 and 15.15.

Section 15.16. Co-Trustee.

(a) In the event the Trustee determines at any time that it is necessary or desirable to appoint one or more co-trustees to exercise any of the rights, powers, or remedies granted to the Trustee hereunder, with the consent of the Administrator on behalf of the Authority, the Trustee may appoint an additional Person or additional Persons to act as co-trustee or co-trustees hereunder by executing an instrument of appointment for each such co-trustee and by delivering such instrument of appointment to the co-trustee so appointed, the Authority, the Administrator, each Bond Insurer, and each Bank. Any such instrument of appointment shall confer such rights, powers, duties, and obligations hereunder as the Trustee may deem necessary or desirable upon the co-trustee as joint tenant (or, if required by applicable law, as tenant-in-common) with the Trustee, except to the extent that, under applicable law, the Trustee is incompetent or unqualified to exercise any of such rights, powers, duties, and obligations, then such rights, powers, duties and obligations may be conferred upon, and be exercised and performed solely by, the co-trustee so appointed. If any written instrument shall be requested from the Authority by the co-trustee so appointed to more fully and certainly vest in such co-trustee such rights, powers, duties, and obligations, such instrument or instruments shall be executed, acknowledged, and delivered by the Authority.

(b) The Trustee, at any time by an instrument in writing delivered to a co-trustee, the Authority, the Administrator, each Bond Insurer and each Bank may, or, if directed by a Bond Insurer or a Bank, shall, with or without cause, remove such co-trustee. In the event any co-trustee shall become incapable of acting, shall resign, or shall be removed, all the properties, rights, powers, duties and obligations of such co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment by the Trustee of a successor to such co-trustee.

Section 15.17. Trustee's Duties as Tender Agent. The Authority does hereby appoint as its agent the Trustee as the tender agent for each Series of Bonds in the Daily Period Weekly Period, the Short-Term Period and the Medium-Term Rate Mode and the Trustee hereby accepts the duties and obligations imposed upon it hereunder:

(a) to hold all Bonds delivered to it pursuant to Sections 4.01 and 4.02 hereof, as agent and bailee of, and in escrow for the benefit of, or the respective owners thereof until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners;

(b) to hold all moneys (without investment thereof) delivered to it hereunder for the purchase of Bonds pursuant to Section 4.04 hereof as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until the Bonds

purchased with such moneys shall have been delivered to or for the account of such person or entity;

(c) to hold bonds purchased pursuant to Section 4.04 with moneys representing the funds advanced under a Standby Bond Purchase Agreement as agent and bailee for the Bank providing such Standby Bond Purchase Agreement with respect to a Series of Bonds; and

(d) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Authority, each Bond Insurer and each Bank at all reasonable times.

Section 15.18. Purchases Under Standby Bond Purchase Agreement. The Trustee is authorized to make drawings on each Standby Bond Purchase Agreement sufficient to pay the purchase price of each Series of Bonds covered by such Standby Bond Purchase Agreement. The Trustee agrees to make such drawings on each Standby Bond Purchase Agreement as are required or permitted by this Indenture and to submit such certificates or other documents to the Bank providing such Standby Bond Purchase Agreement as are required or contemplated by the terms of such Standby Bond Purchase Agreement, including such certificates or other documents as may be required to make a drawing on such Standby Bond Purchase Agreement or to reduce, terminate, surrender or transfer such Standby Bond Purchase Agreement.

Section 15.19. Designation and Succession of Administrator. The Authority hereby appoints TN-LOANS Program Administrators, Inc. as the Administrator. The Administrator shall designate to the Trustee, each Bond Insurer and each Bank its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by entering into the Program Administration Agreement.

Any corporation or association into which the Administrator may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its business and assets as a whole or substantially as a whole, shall be and become successor hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any party thereof.

The Administrator may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days notice to the Authority, each Bond Insurer, each Bank, the Trustee, and the Remarketing Agent provided that no such resignation shall take effect until a successor Administrator has been appointed pursuant to this Section.

In the event of the resignation of the Administrator, or in the event the Administrator shall be dissolved or removed pursuant to the provisions hereof or of the Program Administration Agreement, or if the property or affairs of the Administrator shall be taken under the control of any state or federal court or administrative body by reason of insolvency, bankruptcy or gross negligence determined by a court of competent jurisdiction, the Authority shall appoint a successor Administrator which appointment shall be conclusive subject to the right to thereafter remove the Administrator.

Section 15.20. Rights of Bond Insurer Under Article XIV.

(a) Subject to the provisions of Section 1.02(g) and 15.20(b) hereof, the Bond Insurer shall be entitled to exercise all rights granted to the Holders of the Bonds of any Series as to which it provides Bond Insurance under this Article XV.

(b) All rights and remedies given to a Bond Insurer providing Bond Insurance with respect to a Series of Bonds in this Indenture and the related Loan Agreement are expressly conditioned upon such Bond Insurer not being in default in the performance of its obligations under the Bond Insurance and it is expressly understood and agreed that the Bond Insurer shall have no rights or remedies hereunder or under the Loan Agreements if it is in default in such performance.

(c) With respect to any rights of the Holders of a Series of Bonds, the Trustee is entitled to rely on the authority of the Bond Insurer providing Bond Insurance with respect to a Series of Bonds to exercise such rights, subject to Section 15.20(b) hereof.

ARTICLE XVI  
BANK BONDS

Section 16.01. Registration of Bank Bonds. The Trustee shall register all Bank Bonds of a Series in the name of the Bank providing the Standby Bond Purchase Agreement with respect to such Series or its nominee in any manner directed by such Bank and such Bank Bonds shall be held by the Trustee for the benefit of the Bank (or, if such Bonds are registered to DTC or its successor as security depository for such Bonds, then the beneficial ownership of such Bonds shall be registered to such Bank on the internal records of the Remarketing Agent and on the book-entry records of the DTC Participant through which beneficial ownership of such Bonds is held, Bank or if directed in writing by such Bank, such other Persons as it may designate pursuant to its Standby Bond Purchase Agreement); provided that, in the case of any such Bonds held by the Trustee in certificated form, upon the written request of such Bank, such Bonds shall be promptly delivered by the Trustee to such Bank or its designee(s). The Trustee shall not release any Bank Bonds of a Series to the Remarketing Agent upon a remarketing thereof until the amount available to pay principal of and interest on such Bonds under the Standby Bond Purchase Agreement relating to such Series has been adjusted upward or reinstated under the provisions thereof by an amount equal to the aggregate principal amount of the Bank Bonds being purchased plus interest with respect to such principal amount.

Section 16.02. Payments with Respect to Bank Bonds. All payment of principal and interest with respect to Bank Bonds of a Series shall be made to the Bank providing the Standby Bond Purchase Agreement with respect to such Series. All proceeds of the remarketing of any Bank Bonds of a Series shall be paid to the Bank providing the Standby Bond Purchase Agreement with respect to such Series.

ARTICLE XVII  
SUPPLEMENTAL INDENTURES

Section 17.01. Supplemental Indentures Not Requiring Consent of Bondholders. Subject to Section 17.04, the Authority and the Trustee may, without the consent of, or notice to, any of

the Bondholders, enter into an indenture or indentures supplemental hereto which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes, provided that in the opinion of the Trustee the change effected thereby is not to the prejudice of the interests of the Trustee or the Bondholders:

- (a) to issue additional Series of Bonds authorized hereunder;
- (b) to cure any ambiguity or formal defect or omission herein or between the terms and provisions hereof and the terms and provisions of any other instrument or document executed in connection herewith or with the issuance of the Bonds;
- (c) to grant to or confer upon the Trustee for the benefit of the Bondholders of any Series of Bonds any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon such Bondholders or the Trustee;
- (d) to subject to the lien and pledge hereof additional payments, revenues, properties or collateral;
- (e) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect or to permit the qualification of the Bonds of a Series for sale under the securities laws of any of the states of the United States of America, including the Securities Act of 1933, and, if they so determine, to add hereto or to any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar Federal statute;
- (f) to evidence the appointment of a co-Trustee or the succession of a new Trustee hereunder;
- (g) to effect any other supplement to this Indenture which, in the judgment of the Trustee, will not adversely affect the interests of the Bondholders;
- (h) to provide for separate accounts within the Funds established pursuant to Article VII and VIII;
- (i) to make any change to reflect any provision in the Code or the interpretations thereof by the Internal Revenue Service, provided that such change does not materially adversely affect the rights of any Bondholder;
- (j) to make any change not materially adversely affecting any Bondholder's rights requested by the Rating Agency in order (i) to obtain a rating from the Rating Agency after the initial issuance of the Bonds if the Bonds are initially issued without a rating equivalent to the rating assigned to other securities supported by Bond Insurance or (ii) to maintain any rating on the Bonds;
- (k) to make any change not materially adversely affecting the Bondholder's rights to provide for or to implement the provisions of a Standby Bond Purchase Agreement; or

to make any other change to provide for or to implement the provisions of a Standby Bond Purchase Agreement if such Standby Bond Purchase Agreement and the changes to this Indenture become effective on a Mandatory Repurchase Date;

(l) to make any change to be effective on any Mandatory Repurchase Date provided that such change has been disclosed to all owners of Bonds who purchase on such date; or

(m) to make any change not materially adversely affecting the Bondholders' rights to provide for or to implement the provisions of Bond Insurance.

**Section 17.02. Supplemental Indentures Requiring Consent of Bondholders.**

(a) Exclusive of supplemental indentures covered by Section 17.01 and subject to the terms and provisions contained in this section and to Section 17.04, and not otherwise, the Holders of not less than fifty-one percent in aggregate principal amount of the related Series of Bonds Outstanding, with the consent of the Bond Insurer, if applicable, providing Bond Insurance and the Bank, if applicable, providing a Standby Bond Purchase Agreement with respect to a Series of Bonds, shall have the right, from time to time, to consent to and approve the execution by the Authority and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, (1) an extension of the maturity date on which the principal of or the interest on any Bond is, or is to become, due and payable, (2) a reduction in the principal amount of any Bond, premium, if any, or interest rate on any of the Bonds, (3) the creation of a lien ranking prior to or on a parity with the lien of this Indenture on the property conveyed pursuant to this Indenture or the deprivation of such lien, (4) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (5) the elimination of any mandatory redemption or mandatory purchase of Bonds, extension of the due date for the purchase of Bonds or call for mandatory redemption or the reduction of the purchase price or Redemption Price for the Bonds, or (6) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture without the consent of all Bondholders.

(b) If the Authority shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause written notice of the proposed execution of such supplemental indenture together with a copy of such proposed supplemental indenture or a summary thereof to be given by first class mail, postage prepaid, to the Holders of the related Series of Bonds at their addresses shown on the Trustee's books of registration. If, within 60 days following the mailing of such notice or such longer period as shall be prescribed by the Authority and specified in such notice, the Holders of not less than fifty-one percent in aggregate principal amount of the related Series of Bonds then outstanding and, if applicable, the Bond Insurer and the Bank, shall have consented to and approved the execution of such supplemental indenture as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the

Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this section permitted and provided, and subject to Section 17.04, this Indenture shall be modified and amended in accordance therewith.

Section 17.03. Trustee Authorized to Join in Supplements; Reliance on Counsel. The Trustee and the Authority are authorized to join in the execution and delivery of any supplemental indenture permitted by this Article XVII and, in so doing, each shall be fully protected by an Opinion of Counsel that such supplemental indenture is so permitted and has been duly authorized by the Authority and that all things necessary to make it a valid and binding supplemental indenture have been done. The Trustee shall not be required to enter into any supplemental indenture permitted by this Article XVII if, in the sole judgment of the Trustee, such action might adversely affect its rights, remedies, privileges, protections or indemnities or might increase its liability in any respect.

Section 17.04. Approval of Bank and Bond Insurer. Anything contained in this Article XVII to the contrary notwithstanding, no indenture supplemental to this Indenture shall be entered into, and no other modification or waiver of any provision of this Indenture shall be made or given, without the prior written consent of each Bank and each Bond Insurer; provided, however, if such amendment relates solely to a Series of Bonds for which a Bond Insurer provides Bond Insurance and/or for which a Bank provides a Standby Bond Purchase Agreement, then only the consent of such Bond Insurer and such Bank shall be required.

Section 17.05. Amendments of ARS BONDS Provisions. Notwithstanding any other provision of this Article XVII, the provisions of this Indenture relating to any Series of ARS Bonds, including without limitation the mandatory tender provisions and the definitions of terms used in Article I (including without limitation, the definitions of "AA" Composite Commercial Rate, Applicable ARS Rate, Applicable Percentage, All-Hold Rate, ARS Maximum Rate, No Auction Percentage, No Auction Rate and Non-Payment Rate) may be amended by the Authority at the written request of a Borrower, (i) upon obtaining an opinion of Counsel that the same does not materially adversely affect the rights of the Beneficial Owners of ARS Bonds or (ii) by obtaining the consent of the Beneficial Owners of such Series of ARS Bonds. In the case of clause (ii) above, the Trustee shall mail notice of such amendment to the Owners of such Series of ARS Bonds, and if, on the first Auction Date occurring at least 30 days after the date on which the Trustee mailed such notice, Sufficient Clearing Bids have been received or all of the Bonds of such Series of ARS Bonds are subject to Submitted Hold Orders, the proposed amendment shall be deemed to have been consented to by the Beneficial Owners of such Series of ARS Bonds. As an additional condition precedent to any such amendment pursuant to the provisions of this Section 17.05, there shall be delivered to the Authority, the Borrowers, the Administrator and the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the validity of such Series of ARS Bonds or the exclusion of interest on such Series of ARS Bonds from gross income for federal income tax purposes. Written notice of each such amendment shall be delivered by the Authority to the Trustee, each Borrower with a related Loan Agreement, the Administrator, the Auction Agent, the Market Agent, each Broker-Dealer and each related Bond Insurer.

ARTICLE XVIII  
AMENDMENT OF LOAN AGREEMENT

Section 18.01. Amendment of Loan Agreement. The Trustee and the Authority may, upon written request of a Borrower, without the consent of or notice to the Bondholders, but with the consent of the Bond Insurer, if any, providing Bond Insurance with respect to the Series of Bonds, and the Bank, if any, providing a Standby Bond Purchase Agreement with respect to a Series of Bonds, consent to any amendment, change or modification of any Loan Agreement related to such Series of Bonds. If there is no Bond Insurer or Bank with respect to such Series of Bonds, then the Trustee and the Authority may, upon written request of a Borrower, consent to any amendment to a Loan Agreement without consent of or notice to Bondholders pursuant to the same conditions set forth in Sections 17.01 and 17.05 with respect to any Supplemental Indenture and with notice and consent of Bondholders in accordance with Sections 17.01 and 17.05.

ARTICLE XIX  
MISCELLANEOUS

Section 19.01. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 19.02. Payments Due or Acts to Occur on Saturdays, Sundays, and Holidays. Except as may otherwise be provided in this Indenture, in any case where the date of maturity of principal of and/or the interest of the Bonds of a Series or the date fixed for the redemption or purchase of any Bonds or the last day for performance of any act or the exercising of any right under the Indenture shall not be a Business Day, then such payment of principal and/or interest may be made or such act may be performed or right may be exercised on the next succeeding Business Day with the same force and effect as if made, performed or exercised on the date otherwise provided for under the Bonds or this Indenture.

Section 19.03. Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 19.04. Certain Bank Bonds. Notwithstanding anything contained in this Indenture to the contrary, Bank Bonds of a Series that have been remarketed shall not be delivered to the purchaser thereof pursuant to Section 4.03(c) until the amount available to be drawn on the Standby Bond Purchase Agreement provided with respect to such Series of Bonds to purchase Bonds of such Series shall have been reinstated in accordance with the provisions of such Standby Bond Purchase Agreement by an amount equal to the aggregate principal amount of the Bank Bonds of such Series being remarketed plus interest with respect to such principal amount, calculated as provided in the Standby Bond Purchase Agreement. Until so remarketed,

Bank Bonds of a Series shall be held provided in Section 16.01 and the Standby Bond Purchase Agreement provided with respect to such Series of Bonds and shall not be registered or transferred to any Person except as permitted under such Standby Bond Purchase Agreement.

Section 19.05. Compliance Certificates and Opinions. Upon any application or request by the Authority to the Trustee to take any action under any provision of this Indenture, the Authority shall furnish to the Trustee an Authority Certificate stating that all conditions precedent, if any, provided for in this Indenture or the Loan Agreements relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such Counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of a Borrower Certificate and an Opinion of Counsel is specifically required by any provision of this Indenture or the Loan Agreements relating to such particular application or request, no additional certificate or opinion need be furnished. Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 19.06. Form of Documents Delivered to Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents. Any certificate or opinion of an officer of the Authority or an officer of a Borrower may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority or an officer or officers of a Borrower stating that the information with respect to such factual matters is in the possession of the Authority or such Borrower, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous. Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need

not, be consolidated and form one instrument. An "application" for the authentication and delivery of Bonds, or the release of property, or the withdrawal of cash, under any provision of this Indenture, shall consist of, and shall not be deemed complete until the Trustee shall have been furnished with, all such documents, cash, Bonds, securities and other instruments as are required by such provision to establish the right of the Authority or the respective Borrower to the transaction applied for, and the date of such application shall be deemed to be the date upon which such application shall be so completed.

Section 19.07. Actions of Bondholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Bondholders in person and delivered to the Trustee and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Authority, the Administrator, the Borrowers, the Remarketing Agent, the Bond Insurer and the Bank. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Action" of the Bondholders signing such instrument or instruments. Proof of execution of any such instrument, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee, the Authority and the Borrowers if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the persons executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The Trustee shall be entitled to rely on the Bond Register as to the identities and rights of the Owners of the Bonds.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee, the Authority, the Bank or the Borrowers in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 19.08. Rights Under the Loan Agreements. The Loan Agreements, a form of which is Exhibit B hereto, and duly executed counterparts of each of which will be retained by the Trustee, as required by Section 11.09, set forth covenants and obligations of the Authority and the Borrowers, including provisions that the Loan Agreements may not be effectively amended without the concurring written consent of the Trustee, the Bond Insurer providing Bond Insurance with respect to the Series of Bonds related to such Loan Agreement, and the Bank



To Ambac Assurance: One State Street Plaza, 14th Floor  
New York, NY 10004  
Attention: Eileen Kirchoff  
Telephone: (212) 208-3536  
Telecopy: (212) 208-3384

To FSA: Financial Security Assurance, Inc.  
350 Park Avenue  
New York, NY 10022

To MBIA: 113 King Street  
Armonk, NY 10504

To the Trustee: Regions Bank  
315 Union Street  
Nashville, Tennessee 37201  
Attention: Corporate Trust Administration  
Telephone: (615) 687-4534  
Telecopy: (615) 687-4503

To the Remarketing Agent: Morgan Keegan & Company, Inc.  
272 Commerce Street  
Montgomery, Alabama 36104  
Attention: Underwriting Desk  
Telephone: (334) 269-0044 or (800) 967-0044  
Telecopy: (334) 262-0179

To Moody's: Moody's Investors Service, Inc.  
99 Church Street  
New York, New York 10007  
Attention: Thomas O'Donnell  
Telephone: (212) 553-0575  
Telecopy: (212) 553-1390

To the Administrator: TN-LOANS Program Administrators, Inc.  
The Farragat Building  
530 South Gay Street, Suite 800  
Knoxville, Tennessee 37902  
Attention: Joseph K. Ayres  
Telephone: (865) 637-1131  
Telecopy: (865) 637-0169

with a copy to:

Cumberland Securities, Division of  
Morgan Keegan & Company, Inc.  
The Farragut Building  
530 South Gay Street, Suite 800  
Knoxville, Tennessee 37902  
Attention: Joseph K. Ayres  
Telephone: (865) 637-1131  
Telecopy: (865) 637-0169

Any notice given as provided above shall be deemed received upon the earlier of (i) the actual receipt by the party to whom such notice is addressed, as may be evidenced by the return receipt, or (ii) five days after mailing.

Section 19.11. Notices to Bondholders; Waiver. Where this Indenture provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Bondholder at his address as it appears on the Bond Register, not later than the latest date, and not earlier than the earliest date, if any, prescribed for the first mailing of such notice. Any notice may be waived in writing by the Person entitled to receive such notice, either before or after the event. Waivers of notice by Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19.12. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 19.13. Successors and Assigns. All covenants and agreements in this Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 19.14. Governing Law. This Indenture shall be construed in accordance with the laws of the State of Tennessee.

Section 19.15. Benefit of Indenture. Nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, and their successors hereunder, the Borrower, each Bank, each Bond Insurer, each Swap Counterparty and the Holders of Bonds, any benefit or other legal or equitable right, remedy or claim under this Indenture.

Section 19.16. Limitation of Liability. No recourse under or upon any obligation, covenant or agreement or in any Bond, or under any judgment obtained against the Authority or the Trustee, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any incorporator, member, director or officer, employee or agent as such, past, present, or future, of the Authority or the Trustee, either directly or through the Authority or the Trustee, or otherwise, for the payment for or to the Authority or the Trustee or any receiver thereof, or for or to the holder of any Bond, of any sum that may be due and unpaid by the Authority or the Trustee upon any such Bond. 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, employee or agent as such, to respond by reason of any act or omission on his part or otherwise for the payment for or to the Authority or the Trustee or any receiver thereof, or for or to the Holder of any Bond, of any sum that may remain due and unpaid upon the Bonds or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issue of such Bonds.

Section 19.17. Respecting the Loan Agreements. Certain of the covenants of the Authority hereunder will be assumed by the Borrowers in the Loan Agreements, and while the Loan Agreements remain in full force and effect, the obligations contained in such covenants shall be the responsibility of the Borrowers, or if any Loan Agreement is terminated pursuant to Article X thereof, then such covenants are enforceable only to the extent of the revenues derived from such Loan Agreement, from the Trust Moneys held by the Trustee or otherwise from the Trust Estate but shall not constitute an obligation of the Authority, except to the extent of the Trust Estate. The rights and duties of the Authority given under this Indenture to the Borrowers shall be applicable only while the Loan Agreements are in full force and effect.

*(signatures on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed in their respective corporate names by their respective authorized officers, all as of the date first above written.

SEAL:

ATTEST:

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

REGIONS BANK  
as Trustee and Tender Agent

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

No. R-\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF TENNESSEE

THE PUBLIC BUILDING AUTHORITY OF  
BLOUNT COUNTY, TENNESSEE

Local Government Public Improvement Bond,  
Series \_\_-\_\_-\_\_

INTEREST RATE OR  
INTEREST RATE PERIOD  
(Subject to change  
as set forth herein)

MATURITY DATE

DATE OF ORIGINAL ISSUE

CUSIP NUMBER

June 1, \_\_\_\_

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), a public nonprofit corporation organized and existing under the laws of the State of Tennessee (the "State"), and a public instrumentality of Blount County, Tennessee hereby promises to pay, but solely from the sources hereinafter described and from no other source, to the registered holder named above, or registered assigns, on the maturity date specified above (or upon earlier redemption as set forth herein), upon the presentation and surrender hereof, the principal sum specified above and to pay, solely from said sources, interest on such principal sum from the date hereof until the principal hereof is paid or duly provided for at the rates and on the dates provided herein. The principal of and premium, if any, on this Series \_\_-\_\_-\_\_ Bond, shall be payable at the corporate trust office in Nashville, Tennessee of Regions Bank, an Alabama banking corporation, as trustee under the Indenture (hereinafter defined) (together with each successor trustee under the Indenture, the "Trustee"), or if a successor trustee is hereafter appointed, then at the principal corporate trust office of such successor, upon surrender of this Series \_\_-\_\_-\_\_ Bond at such office. Unless bearing interest at the Auction Rate as an ARS Bond, interest on this Series \_\_-\_\_-\_\_ Bond (other than Defaulted Interest, as hereinafter defined) is payable from the Interest Payment Date to which interest on this Series \_\_-\_\_-\_\_ Bond has been paid or duly provided for next preceding the date of authentication hereof, unless (a) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the date of original issue of this Series \_\_-\_\_-\_\_ Bond set forth above, or (b) such date of authentication shall be an Interest Payment Date to which interest on this Series \_\_-\_\_-\_\_ Bond has been paid or duly provided for, in which case interest shall be computed from such Interest Payment Date, or (c) such date of authentication shall be after any Record Date and before the next succeeding Interest Payment

Date, in which case interest shall be computed from the next succeeding Interest Payment Date. Interest on any Series \_\_\_-\_\_\_ Bonds which is an ARS Bond shall accrue from and including the Closing Date, the Conversion Date or the most recent ARS Interest Payment Date. Interest on the Series \_\_\_-\_\_\_ Bonds (other than when an ARS Bond and or a Bank Bond) shall not exceed the Maximum Rate as defined in the Indenture and interest on ARS Bonds and Bank Bonds shall not exceed the Maximum Lawful Rate as defined in the Indenture. All payments of interest shall be paid by check drawn upon the Trustee, and paid to the person in whose name this Series \_\_\_-\_\_\_ Bond is registered on the Bond Register maintained by the Trustee, as bond registrar and paying agent, as of the close of business on the Record Date (hereinafter defined) next preceding the relevant Interest Payment Date (hereinafter defined); provided, that on written request to the Trustee by any person who is the registered holder of Series \_\_\_-\_\_\_ Bonds in an aggregate principal amount of \$1,000,000 or more received by the Trustee on or before fifteen days prior to such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), interest on such Series \_\_\_-\_\_\_ Bonds shall be payable by wire transfer of immediately available funds to an account at a bank located in the continental United States. The term "Record Date" means (a) with respect to any period during which the Series \_\_\_-\_\_\_ Bonds are ARS Bonds, the second Business Day next preceding each ARS Interest Payment Date, (b) with respect to any period during which this Series \_\_\_-\_\_\_ Bond bears interest at the Daily Rate, the last day (whether or not a Business Day) of each month, (c) with respect any period during which this Series \_\_\_-\_\_\_ Bond bears interest at a Commercial Paper Rate, a Weekly Rate or a Short-Term Rate, the Business Day preceding any Interest Payment Date, and (d) with respect to any period during which this Series \_\_\_-\_\_\_ Bond bears interest at a Medium-Term Rate or Fixed Rate, the fifteenth day of the month preceding any Interest Payment Date; provided that with respect to Bank Bonds, (i) the Record Date for interest payable to the respective Bank on the date such Series \_\_\_-\_\_\_ Bonds are purchased by such Bank and become Bank Bonds shall be the date of such purchase and (ii) the Record Date for interest payable to the respective Bank on the date such Bank Bonds are remarketed by the Remarketing Agent, shall be the immediately preceding Business Day. The term "Interest Payment Date" means (a) during any Commercial Paper Period, the first day after the end of any Calculation Period (but only with respect to the Series \_\_\_-\_\_\_ Bond to which such Calculation Period relates), any Conversion Date for this Series \_\_\_-\_\_\_ Bond and the Maturity of this Series \_\_\_-\_\_\_ Bond, (b) during any Daily Period, Weekly Period and Short-Term Period, the first day of each March, June, September and December, any Conversion Date for this Series \_\_\_-\_\_\_ Bond, the Maturity of this Series \_\_\_-\_\_\_ Bond 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 for such Series, any Optional Tender Date (if applicable) for this Series \_\_\_-\_\_\_ Bond, any Period Adjustment Date and the Maturity of this Series \_\_\_-\_\_\_ Bond, (d) during any Fixed Period, the first day of each June and December and the Maturity of this Series \_\_\_-\_\_\_ Bond, (e) with respect to any Bank Bond, the day this Series \_\_\_-\_\_\_ Bond is purchased by the Bank, the first Business Day of each month commencing on the first such date to occur after this Series \_\_\_-\_\_\_ Bond is purchased by the Bank, the date such Bank Bond is remarketed by the Remarketing Agent and upon the date of Maturity of such Bank Bond, and (f) with respect to Series \_\_\_-\_\_\_ Bonds that are ARS Bonds, the Business Day immediately following each Auction Period for the Series \_\_\_-\_\_\_ Bonds (the "ARS Interest Payment Date"); 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). The term "Business Day" means with respect

to the Series \_\_\_-\_\_\_ Bonds (other than when 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 the Series \_\_\_-\_\_\_ 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 the references to the Bank, the Bond Insurer, the Remarketing Agent, the Auction Agent, the Market Agent, and the Broker-Dealer shall be ignored when not applicable to the Series \_\_\_-\_\_\_ Bonds.

Any interest on any Series \_\_\_-\_\_\_ Bond (other than when an ARS Bond) which is payable but which is not punctually paid or duly provided for ("Defaulted Interest") shall cease being payable to the Person in whose name such Series \_\_\_-\_\_\_ Bond is registered at the close of business on the Record Date and instead shall be payable to the Person in whose name such Series \_\_\_-\_\_\_ Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least 10 days but not more than 30 days before the date selected by the Trustee for payment of such Defaulted Interest. The Trustee shall give notice by mail of the Special Record Date and date for payment of Defaulted Interest at least 10 days before the Special Record Date.

With respect to the Series \_\_\_-\_\_\_ Bond while an ARS Bond, ARS Defaulted Interest shall be payable to the Person in whose name the Series \_\_\_-\_\_\_ Bond is registered at the close of business on a Special Record Date fixed by the Trustee, which shall be not more than 15 days and not less than ten days prior to the date of the proposed payment of ARS Defaulted Interest and the Trustee shall notify the ARS Beneficial Owner not less than ten days before the Special Record Date of notice of the date of the proposed payment of such ARS Defaulted Interest.

The Series \_\_\_-\_\_\_ Bonds and interest thereon shall not be deemed to constitute a debt of the State or any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent Blount County or any political subdivision of the State is obligated under the Loan Agreement). Neither the State nor any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent Blount County or any political subdivision of the State is obligated under the Loan Agreement) shall be obligated to pay the principal of or interest on the Series \_\_\_-\_\_\_ Bonds or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Authority and Blount County, Tennessee (except to the extent Blount County or any political subdivision of the State is obligated under the Loan Agreement) is pledged to the payment of the principal of or interest on the Series \_\_\_-\_\_\_ Bonds or other costs incident thereto. The Authority has no taxing power.

No covenant or agreement contained in this Series \_\_\_-\_\_\_ Bond shall be deemed to be a covenant or agreement of any officer, agent, or employee of the Authority in his individual capacity, and neither the members of the Authority nor any officer thereof executing this Series \_\_\_-\_\_\_ Bond shall be liable personally on this Series \_\_\_-\_\_\_ Bond or be subject to any personal liability or accountability by reason of the issuance of this Series \_\_\_-\_\_\_ Bond.

Except as otherwise provided herein or in the Indenture, as hereinafter defined, this Series \_\_\_-\_\_\_ Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series \_\_\_-\_\_\_ Bonds of the series of which this Bond is one. One Series \_\_\_-\_\_\_ Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Series \_\_\_-\_\_\_ Bonds, the Authority and the Trustee shall treat Cede & Co., as the only owner of the Series \_\_\_-\_\_\_ Bonds for all purposes under the Indenture, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Series \_\_\_-\_\_\_ Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Series \_\_\_-\_\_\_ Bonds, so long as DTC is the only owner of the Series \_\_\_-\_\_\_ Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the Authority nor the Trustee shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Series \_\_\_-\_\_\_ Bonds or (2) the Authority determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series \_\_\_-\_\_\_ Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series \_\_\_-\_\_\_ Bonds, the Authority may discontinue the book-entry system with DTC. If the Authority fails to identify another qualified securities depository to replace DTC, the Authority shall cause the Trustee to authenticate and deliver replacement Series \_\_\_-\_\_\_ Bonds in the form of fully registered Series \_\_\_-\_\_\_ Bonds to each Beneficial Owner. Neither the Authority nor the Trustee shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Series \_\_\_-\_\_\_ Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal and interest on the Series \_\_\_-\_\_\_ Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to Beneficial Owners; or (v) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

#### Purpose; Pledge; Incorporation by Reference

This Series \_\_\_-\_\_\_ Bond is one of the duly authorized Bonds (the "Bonds") of the Authority, limited in the aggregate principal amount to \$500,000,000 issued or to be issued in part from time to time in series (each a "Series") under and pursuant to Tennessee Code Annotated, Sections 12-10- 101 et seq., (the "Act"), a resolution (the "Resolution") adopted by the Authority on February 24, 2003, and an Indenture of Trust dated as of February 1, 2003, as

further supplemented by the Series \_\_\_-\_\_\_-\_\_\_ Supplemental Indenture of Trust, dated as of \_\_\_\_\_, \_\_\_\_\_ between the Authority and the Trustee (as further supplemented and amended from time to time, the "Indenture") to make loans to incorporated cities or towns, counties, school districts, metropolitan governments or other municipal, governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof pursuant to loan agreements between each borrower and the Authority to finance or refinance the construction, improvement, repair, acquisition and equipping of land, buildings, equipment and infrastructure for use by such borrower. The Authority's Local Government Public Improvement Bonds, Series \_\_\_-\_\_\_-\_\_\_ (the "Series \_\_\_-\_\_\_-\_\_\_ Bonds"), of which this Series \_\_\_-\_\_\_-\_\_\_ Bond is one, are issued in the aggregate principal amount of \$ \_\_\_\_\_ pursuant to the Resolution, the Act, and the Indenture for the purpose of providing a loan in such amount under a loan agreement (the "Loan Agreement") between the Authority and \_\_\_\_\_, Tennessee (the "Borrower") for the purpose of financing the (i)

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\_\_\_\_\_ ; and (iv) payment of capitalized interest during construction and for up to six months thereafter; and (v) payment of costs of issuance in connection with the issuance and sale of the Series \_\_\_-\_\_\_-\_\_\_ Bonds.

The Series \_\_\_-\_\_\_-\_\_\_ Bonds will be solely secured by a pledge and assignment to the Trustee pursuant to the Indenture of (i) all right, title and interest and privilege of the Authority now owned or hereafter acquired in, to and under the Loan Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the Authority to make claim for, collect and receive any income, revenues, issues, profits, and other sums of money payable to or for the account of or receivable by the Authority under the Loan Agreement (whether payable pursuant to the Loan Agreement or otherwise), to bring actions and proceedings under the Loan Agreement or for the enforcement thereof, to pursue the remedies provided in the Loan Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the Authority is or may become entitled to do under the Loan Agreement, but excluding the rights of the Authority (a) to receive payment of the Authority's expenses and attorneys' fees, (b) to receive notices and other documents, (c) to indemnification and (d) to amounts payable by the Borrower in reimbursement to the Authority for certain payment of fees; (ii) all moneys received by the Trustee pursuant to the Standby Bond Purchase Agreement (hereinafter defined) with respect to the Series \_\_\_-\_\_\_-\_\_\_ Bonds while bearing interest at a Daily Rate, Weekly Rate, Commercial Paper Rate, Short-Term Rate or Medium Term Rate; provided, however, that such moneys shall be for the sole benefit of Owners of the Series \_\_\_-\_\_\_-\_\_\_ Bonds which have been tendered or deemed tendered and only to the extent of the payment of the purchase price therefor ("Bank Bonds"); (iii) all right, title and interest of the Authority now owned or hereafter acquired under any Swap Agreement (as defined in the Indenture), if any, in and to Swap Receipts (as defined in the Indenture), if any; (iv) all monies and securities (including the investment income therefrom) held by the Trustee in any of the funds or accounts established under the Indenture with respect to the Series \_\_\_-\_\_\_-\_\_\_ Bonds (except the Additional Payments Account of the Series Bond Account of the Bond Fund and the Rebate Fund), subject, however, to the application thereof to the uses and in the manner set forth in the Indenture; and (v) all property which is by the express provisions of the Indenture required to be subject to the lien of the Indenture and any additional property that may, from time to time hereafter be subjected to the lien of the Indenture. Each Series of Bonds issued under the Indenture shall have the benefit of such lien and security interest only with respect to the Loan

Agreement funded by such Series of Bonds and not with respect to any other Loan Agreement, the Standby Bond Purchase Agreement providing purchase coverage for such Series of Bonds and the funds and accounts established for such Series of Bonds and not for any other Series of Bonds.

All moneys received by the Trustee with respect to the Loan Agreement or the Series \_\_\_-\_\_\_ Bonds (a) as provided in the Indenture be held and applied (other than the Additional Payments Account of the Series Bond Account of the Bond Fund and the Rebate Fund), or required to be paid to the Trustee and whose disposition is not elsewhere provided for in the Indenture, including but not limited to the investment income of all Trust Funds (as defined in the Indenture) held by the Trustee under the Indenture; or (b) as payments under the Loan Agreement (except the right to receive payment of certain expenses and attorney's fees, to receive notices and certain other documents, to indemnification, and to receive amounts payable in reimbursement for certain payment of fees; or (c) as Swap Receipts (as defined in the Indenture), if any, under a Swap Agreement (as defined in the Indenture), if any (all such moneys being called "Trust Moneys") shall be held by the Trustee as a part of the Trust Estate for the Series \_\_\_-\_\_\_ Bonds to which such Loan Agreement is pledged on a parity and equality of lien with Swap Payments (as defined in the Indenture), if any, obligated to be made to a Swap Counterparty (as defined in the Indenture), if any, under a Swap Agreement, (as defined in the Indenture), if any, relating to all or a portion of the Series \_\_\_-\_\_\_ Bonds, as and to the extent provided in the granting clauses of the Indenture, and, upon the exercise by the Trustee of any remedy specified in the Indenture, such Trust Moneys shall be applied in accordance with the Indenture, except to the extent that the Trustee is holding in trust moneys and/or Government Obligations for the payment of any specified Series \_\_\_-\_\_\_ Bonds which are no longer deemed to be Outstanding under the provisions of the Indenture, which moneys and/or Government Obligations shall be applied only as provided in the Indenture. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in the Indenture.

At all times other than while bearing interest at the Fixed Rate or the Auction Rate, the Authority is required to maintain a Standby Bond Purchase Agreement. Under such Standby Bond Purchase Agreement, to the extent funds are not provided from the remarketing of Series \_\_\_-\_\_\_ Bonds, the Bank shall be required, subject to the satisfaction of certain conditions precedent, to provide funds to pay the purchase price due on any date on which any Series \_\_\_-\_\_\_ Bond is subject to tender for purchase (other than accrued interest on any date that a Series \_\_\_-\_\_\_ Bond is tendered for purchase that is also an Interest Payment Date). The Bank shall not be obligated to pay the principal or redemption price of or interest on the Series \_\_\_-\_\_\_ Bonds under any circumstances, but shall be obligated only to purchase Series \_\_\_-\_\_\_ Bonds upon the tender thereof, subject to the terms and provisions of such Standby Bond Purchase Agreement. After certain events of default under such Standby Bond Purchase Agreement, the Bank may terminate its obligation to purchase Series \_\_\_-\_\_\_ Bonds either immediately or in certain circumstances upon prior notice to the Trustee.

#### Interest Periods; Conversion to Different Rate Periods

The Initial Rate Period for the Series \_\_\_-\_\_\_ Bonds shall be the \_\_\_\_\_ Rate Period. The Series \_\_\_-\_\_\_ Bonds are issuable only as fully registered Series \_\_\_-\_\_\_ Bonds without coupons in denominations of \$25,000 or any integral multiple thereof; \$100,000 or any

multiple of \$5,000 in excess thereof, during any Daily Period, Weekly Period, Commercial Paper Period, Short-Term Period or Medium-Term Period or \$5,000 or any integral multiple thereof while in the Fixed Period ("Authorized Denominations").

Anything herein to the contrary notwithstanding, in no event shall the interest rate borne by this Series \_\_\_-\_\_\_ Bond exceed the highest interest rate that may be borne by the Series \_\_\_-\_\_\_ Bonds under State law.

While this Series \_\_\_-\_\_\_ Bonds is an ARS Bond, interest shall be initially computed on the basis of a 360-day year for the actual number of days elapsed. For each ARS Interest Period after the first ARS Interest Period, the interest rate shall be the Auction Rate determined according to the Auction Procedures.

Interest on Series \_\_\_-\_\_\_ Bonds shall be computed during a Daily Period, Weekly Period, Commercial Paper Period or Short-Term Period with a duration of one month, on the basis of a 365 or 366-day year, as the case may be, and actual days elapsed and during any Short-Term Period with a duration of greater than one month, any Medium-Term Period or any Fixed Period on the basis of a 360-day year composed of 12 thirty-day months and with respect to Bank Bonds, as set forth in a related Standby Bond Purchase Agreement, if any.

Initially, the Series \_\_\_-\_\_\_ Bonds shall bear interest during a Rate Period established in the Supplemental Indenture authorizing the Series \_\_\_-\_\_\_ Bonds until converted to a different Rate Period permitted under the Indenture. Under the Indenture, the permitted Rate Periods are the "ARS Interest Rate Period", the "Daily Period", the "Weekly Period", the "Commercial Paper Period", the "Short-Term Period", the "Medium-Term Period" and the "Fixed Period".

Except as otherwise provided in the Indenture and discussed below, the interest rates in each Rate Period following initial issuance of the Series \_\_\_-\_\_\_ Bonds shall be determined by the Remarketing Agent. The Rate Period for the Series \_\_\_-\_\_\_ Bonds is subject to Conversion to a different Rate Period from time to time at the direction of the Borrower under the Loan Agreement for which the Series \_\_\_-\_\_\_ Bonds was issued. Upon the initial issuance, the Series \_\_\_-\_\_\_ Bonds will bear interest at the \_\_\_\_\_ Rate determined in the manner described below.

"ARS Interest Period" means any 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.

"Daily Period" means any period from and commencing on any Business Day (and with respect to a Series of Bonds initially issued bearing interest at the Daily Rate, on the Closing Date) through but not including the next succeeding Business Day during which a Daily Rate will apply to such Series of Bonds. The "Daily Rate" is the interest rate from time to time in effect during any Daily Period determined in accordance with the Indenture.

"Weekly Period" means any period from and commencing on any Thursday (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 such Series of Bonds, during which period a Weekly Rate shall apply to such Series of Bonds. The "Weekly Rate" is the interest rate from time to time in effect for such Series of Bonds during any Weekly Period determined in accordance with the Indenture.

"Commercial Paper Period" any period where one or more Calculation Periods has been established during each of which a Commercial Paper Rate shall apply to the Bonds of such Series of Bonds that are subject to such Calculation Period. A "Calculation Period" is any period or periods comprised of up to 270 days established with respect to a Series of Bond or Bonds during any Commercial Paper Period with respect to such Series of Bonds. The "Commercial Paper Rate" for any Calculation Period for a Bond or Bonds during a Commercial Paper Period for such Series of Bonds is the interest rate borne by such Bond or Bonds during such Calculation Period determined in accordance with the Indenture.

"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. The "Short-Term Rate" is the interest rate from time to time in effect for any Series of Bonds during any Short-Term Period determined in accordance with the Indenture.

"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 on the Maturity of such Series of Bonds as directed by a Borrower with respect to the Series of Bonds, commencing on initial issuance, the Conversion Date or the Period Adjustment Date. The "Medium-Term Rate" is the interest rate or rates from time to time in effect for any Series of Bonds during any Medium-Term Period determined in accordance with the Indenture.

"Fixed Period" means, with respect to a Series of Bonds upon initial issuance of a Series of Bonds bearing interest at the Fixed Rate, the period from and including the Closing Date to and including the date of the payment in full of such Series of Bonds and in the event of a Conversion to the Fixed Rate, the period from and including the Conversion Date to and including the date of payment in full of such Series of Bonds. The "Fixed Rate" is the interest rate in effect for a Series of Bonds during the Fixed Period determined in accordance with the Indenture.

#### *Daily Period, Weekly Period and Short-Term Period*

Except as otherwise provided in the Indenture, after initial issuance the rate on each Series of Bonds for each Daily Period, Weekly Period and Short-Term Period shall be determined by the Remarketing Agent taking into account prevailing financial market conditions as in the sole judgment of the Remarketing Agent would be the minimum interest rate required to sell such Series of Bonds at a price of par (without regard to accrued interest) in the secondary market on the first day of such Rate Period.

In the event the Remarketing Agent fails to determine the rate for any Daily Period, Weekly Period or Short-Term Period, the rate of interest borne by the Series of Bonds for the immediately preceding Daily Period, Weekly Period or Short-Term Period, shall remain in effect for such Rate Period. After two consecutive failures by the Remarketing Agent to determine the rate for any Daily Period, Weekly Period or Short-Term Period or a failure by the Authority or the Bank to pay the purchase price of the Bonds, the rate of interest borne by such Series of Bonds shall be the BMA Municipal Index.

#### *Medium-Term Period and Fixed Period*

After initial issuance, the rate on each Series of Bonds for each Medium-Term Period and for a Fixed Period shall be determined by the Remarketing Agent, taking into account prevailing financial market conditions, as in the sole judgment of the Remarketing Agent would be the minimum interest rate required to sell such Series of Bonds at a price of par (without regard to accrued interest) in the secondary market on the first day of any Medium-Term Period or a Fixed Period or at a price other than par upon receipt of a Borrower Request and upon delivery of an Opinion of Bond Counsel that there will be no adverse effect on the exclusion of interest on such Series of Bonds from gross income for purposes of federal income taxation (if applicable) if remarketed at a price other than par.

If for any reason the Remarketing Agent does not set a rate for any Medium-Term Period or Fixed Period, the rate for the Series of Bonds for such Medium-Term Period or Fixed Period shall be set by the Trustee and shall be equal to 85% of the then current yield on United States Treasury Obligations selected by the Trustee in its sole discretion as having a remaining term approximately equal to the term of such Medium-Term Period or Fixed Period as published in The Wall Street Journal. In the event the Trustee is required to set the interest rate on a Series of Bonds, the Trustee shall not be liable to anyone for any mistake or error in setting such interest rate. The Trustee is authorized to employ any agent deemed advisable to it to calculate or verify any interest rate required to be determined by the Trustee.

#### *Commercial Paper Period*

After initial issuance, the Calculation Period or Periods and the rate or rates on each Series of Bonds for the Commercial Paper Period shall be determined by the Remarketing Agent and the Bonds of such Series will bear interest at the various Commercial Paper Rates for the various Calculation Periods as set forth in the Indenture. During any Commercial Paper Period, any Bond of a Series may have a different Calculation Period and a different Commercial Paper Rate from any other Bond of such Series.

The Remarketing Agent shall select the Calculation Periods and the applicable Commercial Paper Rates that, together with all other Calculation Periods and related Commercial Paper Rates, in the sole judgment of the Remarketing Agent and the Administrator, will result in the lowest overall borrowing cost on the Series of Bonds. Any Calculation Period may not extend beyond (i) any proposed Conversion Date of which the Trustee has notice, (ii) the Tender Date relative to the Stated Expiration Date, or (iii) the day immediately prior to the Stated Maturity of the related Series of Bonds. With respect to each Calculation Period, the interest rate shall be established at a rate equal to the interest rate per annum that, in the sole

judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of par on the date of such determination.

If for any reason the Remarketing Agent shall fail to establish the Commercial Paper Rates or the Calculation Periods for any Bonds of a Series during the Commercial Paper Period, or in the event no Calculation Period may be established, then the Calculation Period for any such Bond shall be a period of 30 days and the Commercial Paper Rate for such Calculation Period shall be 70% of the interest rate applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which 91-day United States Treasury bills shall have been sold at the most recent Treasury auction conducted during the preceding 30 days (or if no such auction has occurred, 70% of the yield on the next maturing United States Treasury obligation that matures not less than 90 days from such calculation date as published in The Wall Street Journal).

#### *ARS Interest Rate Period*

The applicable Auction Rate for the Series \_\_\_-\_\_\_-\_\_\_ Bonds will be established from time to time pursuant to the auction procedures (the "Auction Procedures") described in the Auction Agent Agreement, dated as of February 1, 2003 (the "Auction Agent Agreement"), between the Trustee and Deutsche Bank Trust Company Americas, as auction agent (the "Auction Agent"). Subject to the provisions of the Indenture, the Auction Period for the Series \_\_\_-\_\_\_ Bonds may be changed to \_\_\_ days. In addition, each Series of Series \_\_\_-\_\_\_ Bonds may be converted to other interest rate modes as provided in the Indenture.

#### *Rate Period Conversion other than Conversion to ARS*

Effective on any Adjustment Date for a Daily Period, a Weekly Period, a Short-Term Period or a Medium-Term Period, with the written approval of the Remarketing Agent, and on any Interest Payment Date for all Bonds of a Series in a Commercial Paper Period, or in the case of conversion of the Series \_\_\_-\_\_\_-\_\_\_ Bonds for an ARS Interest Rate Period, on an ARS Interest Payment Date, a Borrower with respect to the related Series \_\_\_-\_\_\_-\_\_\_ Bonds shall have the option, in accordance with the provisions of the Indenture, to direct a change in the Rate Period for such Series of Bonds to any other Rate Period.

A Mandatory Tender Date shall occur upon a change from one Rate Period to another Rate Period with respect to a Series of Bonds in accordance with the Indenture; provided that in the case of a Failed Conversion of Series \_\_\_-\_\_\_-\_\_\_ Bonds that are ARS Bonds, no mandatory purchase shall apply.

The exercise of such option by the Borrower to convert to another Rate Period shall be by Borrower Request, specifying (i) the new Rate Period, (ii) the Adjustment Date or if being converted from a Commercial Paper Period, the Interest Payment Date on which the new Rate Period will take effect and (iii) if the new Rate Period is a Short-Term Period or Medium-Term Period, the duration of the initial Short-Term Period or Medium-Term Period.

If the terms and conditions set forth in the Indenture for conversion are not fulfilled, then a Failed Conversion shall occur and the Rate Period in effect after the proposed Conversion Date

shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower.

Upon request of the Administrator, on behalf of the Authority, a Series of Bonds converted to bear interest at the Medium-Term Rate may also be subject to purchase by the Trustee at the option of the holders pursuant to the Indenture if on or prior to the Conversion Date, the Trustee receives an Opinion of Bond Counsel that purchase by the Trustee at the option of the holders of such Series of Bonds does not adversely affect the exclusion of interest from gross income of the holders thereof for purposes of federal income taxation. Effective on an Optional Tender Date for a Series of Bonds during a Medium-Term Period, such Series of Bonds shall begin bearing interest at either the Daily Rate or the Weekly Rate as shall be determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower under the related Series of Bonds.

#### *Short-Term Period and Medium-Term Period Adjustments*

On the day following the last day of any Short-Term Period or any Medium-Term Period, a Borrower with respect to the related Series of Bonds shall have the option, with the written approval of the Remarketing Agent, and the Administrator on behalf of the Authority, to direct a change in the duration of such Short-Term Period or Medium-Term Period, respectively, for such Series of Bonds. The exercise of such option shall be by Borrower Request specifying the date of the new Short-Term Period or Medium-Term Period and the duration of the new Short-Term Period or Medium-Term Period.

If the terms and conditions set forth in the Indenture for a change in the duration of a Short-Term Period or Medium-Term Period are not fulfilled, then the Rate Period in effect after the proposed date for an adjustment in the duration of the rate period shall be the Weekly Period.

A Mandatory Tender Date shall occur on the Period Adjustment Date with respect to a Series of Bonds for which a Borrower has requested a change in duration to the Short-Term Period or Medium-Term Period pursuant to the terms and conditions set forth in the Indenture and discussed herein. "Period Adjustment Date" means the first day of any Short-Term Period or Medium-Term Period that has a duration different from the preceding Short-Term Period or Medium-Term Period, respectively.

## **Redemption**

### *Optional Redemption*

The Series \_\_\_-\_\_\_-\_\_\_ Bonds shall be subject to redemption by the Authority at the option of a Borrower for whose benefit such Series \_\_\_-\_\_\_-\_\_\_ Bonds were issued, in whole or in part, at the times and at redemption prices set forth below. Such redemptions shall be made upon request by the Borrower to the Administrator who shall direct the redemption on behalf of the Authority.

During the Daily Period, the Weekly Period or the Short-Term Period, such Series \_\_\_-\_\_\_-\_\_\_ Bonds are subject to optional redemption, in whole or in part, on any Business Day, at the principal amount thereof plus accrued interest to the Redemption Date.

While the Series \_\_\_-\_\_\_-\_\_\_ Bonds are ARS Bonds, they are subject to redemption prior to maturity on any ARS Interest Payment Date, as a whole, or in part, at a redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

The Series \_\_\_-\_\_\_-\_\_\_ Bonds are subject to optional redemption, in whole or in part, at the principal amount thereof, plus accrued interest to the Redemption Date on any Conversion Date or Period Adjustment Date or on the day following the end of a Calculation Period if such day is the end of the Calculation Period for all Bonds of such Series.

Whenever the Medium-Term Rate or Fixed Rate is in effect for any Series of Bonds (except any Series of Bonds in the Medium-Term Rate which are required to be purchased at the option of the holder shall not be subject to redemption prior to maturity while the Medium-Term Rate is in effect), such Bonds are subject to optional redemption by the Authority, in whole or in part, at the time (measured in each case from initial issuance, the Conversion Date or the Period Adjustment Date, as the case may be, to the Stated Maturity of the Bonds), and at the Redemption Prices (expressed as percentages of principal amount) set forth below plus accrued interest, if any, to the Redemption Date from moneys available for such redemption on deposit in the Principal Account and Interest Account of a Series Bond Account for such Series of Bonds:

Length of Rate Period

Redemption Dates and Prices

Greater than 20 years

On any Business Day on or after the 10<sup>th</sup> anniversary of initial issuance, the Conversion Date or Period Adjustment Date, as the case may be, at 101% and declining by 1% on each subsequent Interest Payment Date to 100%

Greater than 10 years but less than or equal to 20 years

On any Business Day on or after the 7<sup>th</sup> anniversary of initial issuance, the Conversion Date or Period Adjustment Date as the case may be, at 101% and declining by 1% on each subsequent Interest Payment Date to 100%

Less than or equal to 10 years

Not subject to redemption

If at least 10 days prior to a Conversion Date to the Medium-Term Period or Fixed Period, or Period Adjustment Date, the Remarketing Agent certifies to the Authority that the foregoing redemption prices are not consistent with prevailing market conditions and the Authority obtains an Opinion of Bond Counsel that a change in the foregoing redemption provisions will not adversely affect the exclusion from gross income of interest on the related Series of Bonds for federal income tax purposes, then the foregoing redemption periods and redemption prices may be revised, effective as of the Conversion Date or Period Adjustment Date, as determined by the Remarketing Agent in its judgment with the consent of the Authority and each Borrower with respect to said Series of Bonds, taking into account the then prevailing market conditions, as stipulated in such certification, which shall be deemed to be an effective amendment to the Indenture.

Bank Bonds of a Series of Bonds are subject to optional redemption on any Business Day, in whole or in part, at a redemption price equal to the principal amount thereof without premium, in Authorized Denominations from the amounts on deposit in the Principal Account within each Series Bond Account of the Bond Fund to pay principal of such Series of Bonds except for amounts needed to redeem Bonds with respect to which notice of redemption has been mailed. Bank Bonds shall be redeemed prior to the redemption of any other Bonds of such Series.

*Mandatory Sinking Fund Redemption* On the first day of June in the years set forth below, this Series \_\_\_-\_\_\_ Bond shall be subject to mandatory sinking fund redemption at the price of par plus accrued interest to the redemption date without a premium and shall be redeemed, in whole or in part, in Authorized Denominations. Upon conversion to the Fixed Rate, the mandatory sinking fund payments may be converted to serial maturities.

<u>Redemption Date</u>	<u>Principal Amount to be Redeemed</u>
------------------------	--

\*

\*Final Maturity

*Bank Bond Redemption* If there are Bank Bonds Outstanding on the Bank Bond Term Date (as defined in the Indenture), then the outstanding principal amount of Bank Bonds of such Series shall be subject to mandatory sinking fund redemption as set forth in Section 5.03(b) of the Indenture.

#### Notice of Redemption

The Trustee shall cause notice of the call for redemption identifying the Series \_\_\_-\_\_\_ Bonds to be redeemed to be sent not less than 30 days prior to the redemption date by first-class mail postage prepaid to the Holder hereof to be redeemed at his address as it appears on the registration books of the Trustee. Failure to give any such notice shall not affect the validity of any proceedings for the redemption of any Series \_\_\_-\_\_\_ Bonds with respect to which no such failure has occurred. Any notice mailed as provided herein shall conclusively be presumed to have been given whether or not actually received by the Holder. All Series \_\_\_-\_\_\_ Bonds called for redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment on the date fixed for redemption.

#### Payment of Bonds Upon Redemption

Upon redemption of all or any portion of this Series \_\_\_-\_\_\_ Bond, payment of the applicable redemption price shall be made only upon surrender of this Series \_\_\_-\_\_\_ Bond. If, on the redemption date, sufficient moneys shall be held by the Trustee to effect such redemption

in accordance with the Indenture, then interest shall cease to accrue on all Series \_\_\_-\_\_\_-\_\_\_ Bonds or portions thereof so called for redemption.

## **Purchase of Bonds**

### *Purchase of Bonds at Option of Holder*

If the Daily Period, the Weekly Period or the Short-Term Period is in effect for any Series of Bonds, or the Medium-Term Period is in effect for a Series of Bonds which may be purchased at the option of the holder as otherwise provided in the Indenture, the Trustee shall purchase any Bond (other than a Bank Bond), in whole or in part (provided that each of the portion to be purchased and the portion to be retained is in an Authorized Denomination) upon the demand of the holder thereof (or while the Bonds are held pursuant to a Book-entry system, by the Beneficial Owner) at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase, but only upon (1) delivery to the Remarketing Agent and to the Trustee at their respective principal offices of a written notice, or at the option of the Trustee and the Remarketing Agent, telephonic notice immediately confirmed in writing, from the Holder of such Bond (an "Optional Tender Notice") which shall state (i) the principal amount or portions of such Bond being tendered, the number of the Bond being tendered, the Series designation of such Bond being tendered and the name of the Holder thereof and (ii) the Optional Tender Date, and (2) if Bonds are not being held under a Book-entry system, delivery of such Bond (with all necessary endorsements) to the Trustee, at the principal corporate trust office of the Trustee, at or prior to 11:00 a.m., Eastern Time, on the first Business Day prior to the date of purchase specified in the aforesaid notice; or if the Series \_\_\_-\_\_\_-\_\_\_ Bonds are in the Daily Period, then on the date of purchase no later than 10:15 a.m. Eastern Time; provided, however, that payment of the purchase price of such Bonds shall be made only if the Bonds so delivered to the Trustee, shall conform in all respects to the description thereof in the aforesaid notice. Payment of such purchase price shall be made by check unless the Bondholder's Optional Tender Notice contains instructions to wire such purchase price to a particular account. Any Bondholder delivering an Optional Tender Notice shall be deemed to have irrevocably surrendered to the Trustee the principal amount of the Bonds to which such Optional Tender Notice relates on the Optional Tender Date.

While the book-entry system is in effect, the ownership interest of any Beneficial Owner of a Bond or portion thereof in an authorized denomination shall be purchased at the purchase price if such Beneficial Owner causes the Participant through whom such Beneficial Owner holds such Bonds to (i) deliver to the Trustee at its principal office and to the Remarketing Agent at its principal office a notice which (1) states the aggregate amount of the beneficial ownership interest to be purchased, and (2) states the date on which such beneficial interest is to be purchased, which date shall be a Tender Date not prior to the seventh day next succeeding the latest date of delivery of such notice; and (ii) on the same date as delivery of the notice referred to in (i) above, deliver a notice to the Securities Depository irrevocably instructing it to transfer on the registration books of the Securities Depository the beneficial ownership interests in such Bond or portion thereof to the account of the Trustee, for settlement on the purchase date on a "free delivery" basis with a copy of such notice delivered to the Trustee on the same date; and if such beneficial interests are to be purchased prior to the next succeeding Interest Payment Date and after the Record Date in respect thereof, a due bill, payable to bearer, for interest due on such

Interest Payment Date, shall be delivered to the Participant by the Beneficial Owner giving notice of such tender.

On the Optional Tender Date, the Trustee shall purchase the Bond or portion thereof identified in such Optional Tender Notice from the Holder thereof at a purchase price equal to the principal amount or portion thereof being tendered plus accrued interest, but only from funds provided from remarketing of such Series of Bonds or funds drawn under the Standby Bond Purchase Agreement.

Any Series of Bonds in the Medium-Term Period tendered pursuant to an Optional Tender Notice shall be remarketed by the Remarketing Agent at the Daily Rate or at the Weekly Rate as shall be determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower under the related Series of Bonds.

#### *Mandatory Purchase of Bonds*

The following shall be a mandatory tender date for the Series \_\_\_-\_\_\_-\_\_\_ Bonds: (i) each proposed Conversion Date (other than a Failed Conversion of ARS Bonds to another Rate Period), each Period Adjustment Date and each Termination Date (as defined in the Indenture); (ii) while in the Commercial Paper Period, the day following the last day of each Calculation Period; and (iii) while in the Daily Period, the Weekly Period, the Short-Term Period, the Commercial Paper Period and the Medium-Term Period, one Business Day prior to the effective date of a Substitute Bond Purchase Agreement. Subject to the provisions of the Indenture, the Holder of each Bond for which mandatory tender is required to be made under the Indenture shall tender (or shall be deemed to tender) such Bond to the Trustee, at its principal corporate trust office for purchase on the Mandatory Tender Date.

#### *Mandatory Purchase Upon Conversion to Different Rate Period or Change in Length of Duration of Rate Period*

Upon fulfillment of the conditions established in the Indenture for conversion to a different Rate Period or a change in length of duration of a Rate Period, the Trustee shall purchase all Outstanding Series \_\_\_-\_\_\_-\_\_\_ Bonds, using the funds from the remarketing of the Series \_\_\_-\_\_\_-\_\_\_ Bonds or from the Standby Bond Purchase Agreement. If such conditions are not fulfilled, then the interest rate on such Series \_\_\_-\_\_\_-\_\_\_ Bonds will be established at the Weekly Rate and that the Weekly Period shall be in effect as of the proposed Conversion Date or Period Adjustment Date.

#### *Mandatory Purchase Upon Substitution or Termination of Standby Bond Purchase Agreement*

If the Series \_\_\_-\_\_\_-\_\_\_ Bonds are covered by a Standby Bond Purchase Agreement, they shall be subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof, plus accrued interest on the Termination Date and on the effective date of a substitute Standby Bond Purchase Agreement for Bonds bearing interest at the Daily Rate, Weekly Rate, Short-Term Rate, Medium-Term Rate or Commercial Paper Rate. The Trustee shall pay the purchase price of such tendered Bonds from funds drawn under the Standby Bond Purchase Agreement providing coverage with respect to such Series \_\_\_-\_\_\_-\_\_\_ Bonds, or if the

Series \_\_\_-\_\_\_-\_\_\_ Bonds are converted to the Fixed Rate prior to the Mandatory Tender Date from proceeds of the remarketing of such Series \_\_\_-\_\_\_-\_\_\_ Bonds. Such Bonds may not be remarketed until they are entitled to the benefit of a Standby Bond Purchase Agreement or are converted to a Fixed Rate.

#### *Bonds Deemed Tendered*

Any Series \_\_\_-\_\_\_-\_\_\_ Bonds which are not tendered on or prior to a Mandatory Tender Date or any Series \_\_\_-\_\_\_-\_\_\_ Bonds which are not tendered on an Optional Tender Date pursuant to an Optional Tender Notice (the "Untendered Bonds"), for which there has been irrevocably deposited in trust with the Trustee an amount sufficient to pay the purchase price thereof, shall be deemed to have been tendered for purchase and purchased. The Authority is not responsible for any failure to purchase Bonds tendered for purchase. Failure of the purchase of a Bond tendered in accordance with the Indenture shall not constitute an Event of Default.

#### **Remarketing of Bonds**

Morgan Keegan & Company, Inc. has been appointed to serve as Remarketing Agent for the Series \_\_\_-\_\_\_-\_\_\_ Bonds while other than ARS Bonds. The Authority may from time to time remove and replace the Remarketing Agent in accordance with the Indenture.

In the event that notice is received of any optional tender, or if the Series \_\_\_-\_\_\_-\_\_\_ Bonds become subject to mandatory tender, the Remarketing Agent shall, subject to the conditions of the Indenture and the Remarketing Agreement, use its best efforts to remarket the Bonds so tendered on the forthcoming Optional Tender Date or Mandatory Tender Date. The Remarketing Agent shall not be obligated to purchase any Bond upon optional or mandatory tender. The Remarketing Agent may suspend or terminate its obligation to remarket the Bonds upon the occurrence of certain events specified in the Remarketing Agreement.

#### **Payment of Purchase Price**

The purchase price of Series \_\_\_-\_\_\_-\_\_\_ Bonds tendered for purchase are expected to be paid by the Trustee from moneys in the Bond Purchase Fund established under the Indenture consisting of moneys derived from the remarketing of such Bonds by the Remarketing Agent and, if such remarketing proceeds are insufficient, from moneys made available from a draw upon the Standby Bond Purchase Agreement (other than accrued interest due on an Optional Tender Date or Mandatory Tender Date that is also an Interest Payment Date).

#### **Events of Default**

The Holder hereof shall have no right to enforce the provisions of the Indenture or to take any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

## **Transfer and Exchange of Series \_\_\_-\_\_\_ Bonds**

Subject to the express limitations set forth herein and in the Indenture, the registered Holder of this Series \_\_\_-\_\_\_ Bond may register the transfer of this Series \_\_\_-\_\_\_ Bond on the Bond Register kept by the Trustee as bond registrar, upon surrender thereof at the principal corporate trust office of the Trustee, with a written instrument of transfer in a form reasonably satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Upon payment of any required tax or other governmental charge and surrender thereof at the principal corporate trust office of the Trustee, this Series \_\_\_-\_\_\_ Bond may at the option of the registered Holder hereof, be exchanged for an equal aggregate principal amount of Series \_\_\_-\_\_\_ Bonds of any other Authorized Denomination, in the manner and subject to the conditions provided in the Indenture.

## **Tennessee Taxation Exemption**

This Series \_\_\_-\_\_\_ Bond and the income therefrom are exempt from all present, state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on this Series \_\_\_-\_\_\_ Bond during the period this Series \_\_\_-\_\_\_ Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of this Series \_\_\_-\_\_\_ Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

## **General**

Reference is hereby made to the Indenture, copies of which are on file in the office of the Authority and to all of the provisions of which any holder of this Series \_\_\_-\_\_\_ Bond by his acceptance hereof thereby assents, for definitions of terms; a description of and the nature and extent of the security for the Series \_\_\_-\_\_\_ Bonds issued or to be issued under the Indenture, including this Series \_\_\_-\_\_\_ Bond; the revenues, income and other moneys of the Authority pledged to the payment of the interest on and principal of the Series \_\_\_-\_\_\_ Bonds and the priorities of the lien of the Series \_\_\_-\_\_\_ Bonds on such revenues, income and other moneys; the nature and extent and manner of enforcement of the pledge; the terms and conditions upon which the Series \_\_\_-\_\_\_ Bonds are issued; the conditions upon which the Indenture may be amended or supplemented with or without the consent of the holders of the Series \_\_\_-\_\_\_ Bonds; the rights and remedies of the Holder hereof with respect hereto; the rights, duties and obligations of the Authority and the Trustee under the Indenture; the terms and provisions upon which the liens, pledges, charges, trusts, assignments and covenants of the Authority made in the Indenture may be discharged at or prior to the maturity or redemption of this Series \_\_\_-\_\_\_ Bond, and this Series \_\_\_-\_\_\_ Bond thereafter shall no longer be secured by the Indenture or be deemed to be outstanding thereunder, if moneys or certain specified securities shall have been deposited with the Trustee sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Series \_\_\_-\_\_\_ Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Series \_\_\_-\_\_\_ Bond shall have been

authenticated by endorsement, executed by the manual signature of a duly authorized signatory of the Trustee, of the Trustee's certificate of authentication hereon.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to the issuance of this Series \_\_\_-\_\_\_-\_\_\_ Bond exist, have happened and have been performed in due time, form and manner as required by law and the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Series \_\_\_-\_\_\_-\_\_\_ Bond to be executed in its name by the manual signature of its Chairman and its corporate seal thereof to be imprinted hereon and attested by the manual signature of its Secretary.

ATTEST:

THE PUBLIC BUILDING AUTHORITY OF  
BLOUNT COUNTY, TENNESSEE

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Chairman

(SEAL)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series \_\_\_-\_\_\_-\_\_\_ Bond is one of the Series \_\_\_-\_\_\_-\_\_\_ Bonds described in the within mentioned Indenture.

DATE OF AUTHENTICATION

REGIONS BANK,  
as Trustee

\_\_\_\_\_, \_\_\_\_

BY: \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered holder of The Public Building Authority of Blount County, Tennessee Local Government Public Improvement Bonds, Series \_\_\_-\_\_\_-\_\_\_, does hereby sell, assign and transfer such Series \_\_\_-\_\_\_-\_\_\_ Bond unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE:

\_\_\_\_\_  
: :  
: :  
: :  
\_\_\_\_\_

and hereby appoints \_\_\_\_\_, as attorney-in-fact to transfer the within-mentioned Series \_\_\_-\_\_\_-\_\_\_ Bond on the Bond Register (as defined in the Indenture).

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Trustee.

\_\_\_\_\_  
Signature of Registered Owner  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the face of the within Series \_\_\_-\_\_\_-\_\_\_ Bond in every particular, without alteration or enlargement or any change whatsoever.

**EXHIBIT B**  
**FORM OF LOAN AGREEMENT**

\$ \_\_\_\_\_

LOAN AGREEMENT  
(SERIES \_-\_-)

DATED AS OF \_\_\_\_\_ 1, 20\_\_

BETWEEN

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

AND

\_\_\_\_\_, TENNESSEE

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## LOAN AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Local Government Public Improvement Bonds, Series \_-\_- (the "Series \_-\_- Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain Indenture of Trust dated as of February 1, 2003, as supplemented by Series \_-\_- Supplemental Indenture of Trust, dated as of \_\_\_\_\_, 20\_\_ (the "Indenture"), between the Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the "Trustee"), and deposit the proceeds from the sale of the Series \_-\_- Bonds with the Trustee to be disbursed in the manner and for the purposes set forth in the Indenture, all as more fully provided therein.

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

## ARTICLE I Definitions

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

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

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

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

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

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

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

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

"ARS Bonds" means, on any date, the Series \_\_\_ Bonds when bearing interest 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 Series \_\_\_ Bonds, the Business Day immediately following each Auction Period for such Series \_\_\_ 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 Series \_\_\_ Bonds.

"ARS Maximum Rate" means, on any date of determination, the interest rate per annum equal to the lesser of (i) the Applicable Percentage of the higher of (A) the After-Tax Equivalent Rate on such date and (B) the Index on such date, and (ii) 15% 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 February 1, 2003 between the Trustee and Deutsche Bank Trust Company Americas, and any amendment or supplement thereto, and any substitute or additional Auction Agent Agreement authorized under the Indenture.

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

on and including the Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day) and (ii) with respect to the Series \_-\_- Bonds while ARS Bonds in a 35-day mode, any of (A) a period, generally of 35 days, beginning on and including a Monday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Sunday) and ending on and including the fifth Sunday thereafter (unless such Sunday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (B) a period, generally of 35 days, beginning on and including a Tuesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Monday) and ending on and including the fifth Monday thereafter (unless such Monday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (C) a period, generally of 35 days, beginning on and including a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on and including the fifth Tuesday thereafter (unless such Tuesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (D) a period, generally of 35 days, beginning on and including a Thursday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Wednesday) and ending on and including the fifth Wednesday thereafter (unless such Wednesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day) or (E) a period, generally of 35 days, beginning on and including a Friday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Thursday) and ending on and including the fifth Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day); provided, however, that the initial Auction Period with respect to the Series \_-\_- Bonds shall begin on and include the Closing Date, and that in the event of a Conversion of the Series \_-\_- Bonds from another Interest Rate Period to an ARS 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 Series \_-\_- Bonds while ARS Bonds, the rate of interest per annum that results from implementation of the Auction Procedures, and determined as described in Section 2(c)(ii) of the Auction Procedures; provided, however, that the Auction Rate shall not exceed the ARS Maximum Rate.

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

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

"Authorized Borrower Representative" means the \_\_\_\_\_ and \_\_\_\_\_ of the Borrower, and any such other person from time to time authorized to act in behalf of a Borrower

pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Trustee, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the person or persons so designated.

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

- (a) Government Obligations;
- (b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
  - Export - Import Bank
  - Farm Credit System Financial Assistance Corporation
  - Rural Economic Community Development Administration (formerly the Farmers Home Administration)
  - General Services Administration
  - U. S. Maritime Administration
  - Small Business Administration
  - Government National Mortgage Association (GNMA)
  - U.S. Department of Housing & Urban Development (PHA's)
  - Federal Housing Administration;
  - Federal Financing Bank
- (c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
  - Senior debt obligations rated "AAA" by Standard & Poor's Ratings Group ("S&P") and "Aaa" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC);
  - Obligations of the Resolution Funding Corporation (REFCORP)
  - Senior debt obligations of the Federal Home Loan Bank System
  - Senior debt obligations of other agencies sponsored by the United States government and approved by Ambac Assurance;
- (d) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 calendar days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- (e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 calendar days after the date of purchase;

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

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

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

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

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

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

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

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

least investment grade by Moody's and S&P and must be market makers in the securities being valued;

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

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

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

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

"Bank Bonds" means any Series \_\_\_ Bond while in any Rate Period other than Fixed Rate or Auction Rate, purchased by the Bank with the proceeds of a drawing under and in accordance with the provisions of a Standby Bond Purchase Agreement pursuant to Section 8.03(b)(2) of the Indenture, and which are held by a Bank or such other Person to whom such Bank Bonds are sold as authorized by a Standby Bond Purchase Agreement other than pursuant to a remarketing thereof in accordance with Section 4.03(b) of the Indenture; provided, however, any such Series \_\_\_ Bonds shall cease to be Bank Bonds upon the earlier of the purchase thereof pursuant to a successful remarketing of such Series \_\_\_ Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such Series \_\_\_ Bonds as set forth in Section 2.05(e) of the Indenture.

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

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

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

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

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

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

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

"Borrower" means the \_\_\_\_\_, Tennessee.

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

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

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

"Business Day" means with respect to the Series \_\_\_ Bonds (other than ARS Bonds in a seven-day Auction Period) any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions in New York City or any other city where the principal United States office of the Bank, if any, the Bond Insurer, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Market Agent, if any, or the Broker-Dealer, if any, is located are required or authorized by law (including executive order) to close or on which the principal United States office of the Bank, the Bond Insurer, the Trustee, the Remarketing Agent, the Auction Agent, the Market Agent, or the Broker-Dealer is closed for a reason not related to financial condition, or (c) a day on which The New York Stock Exchange is closed; and for any Series \_\_\_ ARS Bonds 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 Series \_\_\_ Bonds.

"Calculation Period" means, during any Commercial Paper Period for the Series \_\_\_ Bonds, any period or periods comprised of up to 270 days established with respect to a Series \_-

\_\_ Bond or Bonds pursuant to Section 2.05(d) of the Indenture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Governing Body" means the \_\_\_\_\_ of the Borrower.

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

"Guaranty Agreement" shall mean any Guaranty Agreement between the Authority and the Bond Insurer whereby the Authority 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 February 1, 2003, as supplemented by the Series \_-\_- Supplemental Indenture of Trust, dated as of \_\_\_\_\_, 20\_\_, as from time to time further supplemented and amended, by and between the Authority and the Trustee.

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

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

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

"Interest Payment Date" means (a) during any Commercial Paper Period, the first day after the end of any Calculation Period (but only with respect to the Series \_-\_- Bonds to which such Calculation Period relates), any Conversion Date for the Series \_-\_- Bonds and the Maturity of the Series \_-\_- Bonds, (b) during any Daily Period, Weekly Period and Short-Term Period, the first day of each March, June, September and December, any Conversion Date, any Period Adjustment Date and the Maturity of the Series \_-\_- Bonds and with respect to the Short-Term Period, any Period Adjustment Date, (c) during any Medium-Term Period, the first day of each June and December, any Conversion Date, any Optional Tender Date (if applicable), any Period Adjustment Date and the Maturity of the Series \_-\_- Bonds, (d) during any Fixed Period, the first day of each June and December, and the Maturity of the Series \_-\_- Bonds, (e) with respect to any Bank Bond, the day such Bond is purchased by the Bank, the first Business Day of each month commencing on the first such date to occur after the Series \_-\_- Bond is

purchased by the Bank, the date such Bank Bond is remarketed by the Remarketing Agent pursuant to Section 4.03(c) of the Indenture, and upon the date of Maturity of such Bank Bond; provided, however, if such scheduled Interest Payment Date is not a Business Day, then such interest shall be payable on the next succeeding Business Day calculated as though paid on the scheduled Interest Payment Date (other than with respect to Bank Bonds for which interest shall be calculated to the date of actual payment), and (f) with respect to the Series \_\_\_ Bonds which are ARS Bonds, each ARS Interest Payment Date.

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

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

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

"Loan Repayment Date" means, with (a) respect to that portion of Loan Repayments attributable to interest on the Series \_\_\_ Bonds, (i) the first day after the end of any Calculation Period, while the Series \_\_\_ Bonds are in the Commercial Paper Period, five days prior to any Conversion Date and five days prior to Maturity, (ii) the twenty-fifth day of February, May, August and November of each year during the term hereof, five days prior to any Conversion Date and five days prior to the Maturity while the Series \_\_\_ Bonds are in the Daily Period, the Weekly Period and the Short-Term Period (and five days prior to the Period Adjustment Date during the Short-Term Period), (iii) the twenty-fifth day of May and November, five days prior to a Conversion Date and any Period Adjustment Date, on any Optional Tender Date and five days prior to the stated Maturity of the Series \_\_\_ Bonds if the Series \_\_\_ Bonds are in the Medium-Term Period; (iv) the twenty-fifth day of May and November, and five days prior to the Stated Maturity of the Series \_\_\_ Bonds, if the Series \_\_\_ Bonds are in the Fixed Period, (v) if any Series \_\_\_ Bond shall be a Bank Bond, the day such Bond is purchased by the Bank, the twenty-fifth day of each month commencing on the first such date to occur after such Bond is purchased by the Bank, the day such Bank Bond is remarketed by the Remarketing Agent and the date of Maturity of such Series \_\_\_ Bond (or on such other dates set forth in the Standby Bond Purchase Agreement); and (vi) five days prior to the ARS Interest Payment Date established for ARS Bonds assuming a thirty-five day Auction Period without regard to the actual Auction Period for the Series \_\_\_ Bonds commencing on \_\_\_\_\_, 20\_\_, and, five days prior to any Conversion Date and Maturity while the Series \_\_\_ Bonds are ARS Bonds; (b) with respect to that portion of Loan Repayments attributable to principal on the Series \_\_\_ Bonds, (i) on the 25th day of May of \_\_\_\_ through \_\_\_\_\_, inclusive, and the twenty-fifty day of May, \_\_\_\_ through \_\_\_\_\_, inclusive; or (ii) if such Series \_\_\_ Bonds are Bank Bonds subject to term repayment under the Standby Bond Purchase Agreement, on the dates set forth in Section 3.04(e) hereof; and, (c) with respect to that portion of Loan Repayments consisting of Additional Payments, other than certain payments under the Standby Bond Purchase Agreement, if any, and Rebate Amounts, if any, the twenty-fifth day of February, May, August and November of each year 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.

"Market Agent Agreement" means the Market Agent Agreement dated as of February 1, 2003 between the Trustee and the Market Agent and each substitute and additional Market Agent Agreement, in each case as from time to time in effect.

"Maturity" means the earliest of (i) the Stated Maturity of the Series \_\_\_ Bonds, (ii) the date of mandatory redemption of such Series \_\_\_ Bonds pursuant to the terms of the Indenture, the Supplemental Indenture or Standby Bond Purchase Agreement (if any) relating to the Series \_\_\_ Bonds, and (iii) the date on which the principal of such Series \_\_\_ Bonds otherwise becomes due and payable.

"Maximum Rate" means (unless otherwise approved by the Bond Insurer) with respect to the Series \_\_\_ Bonds (other than Series \_\_\_ Bonds that are ARS Bonds and Bank Bonds), the lesser of (i) eighteen percent (18%) per annum (or such lesser rate as may be stipulated in the Supplemental Indenture for the Series \_\_\_ Bonds for the period from and including the dated date of the Series \_\_\_ Bonds, to the day next preceding the first Interest Payment Date for the Series \_\_\_ Bonds) and (ii) the Maximum Lawful Rate, and with respect to Series \_\_\_ Bonds that are ARS Bonds, the ARS Maximum Rate which shall not exceed the Maximum Lawful Rate in effect and applicable from time to time.

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

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

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

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

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

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

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

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

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

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

"Program Administration Agreement" means the Program Administration Agreement dated as of February 1, 2003, between the Administrator and the Authority.

"Projects" means the [insert Project description].

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

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

"Rate Period" or "Rate Periods" means any of the Daily Period, the Commercial Paper Period, the Weekly Period, the Short-Term Period, the Medium-Term Period, the Fixed Period, and the ARS 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 February 1, 2003, between the Authority and the Remarketing Agent, providing for the remarketing of the Series \_-\_- Bonds tendered pursuant to Article IV of the Indenture while bearing interest at other than the Fixed Rate and Auction Rate, and all modifications, alterations, amendments and supplements thereto and any agreement between the Authority and any successor Remarketing Agent appointed pursuant to the Indenture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II  
The Series \_-\_- Bonds

Section 2.01. Issuance of the Series - - Bonds.

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

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

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

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

Section 2.04. Disbursements of Loan Proceeds. Pursuant to Section 7.06 of the Indenture, the Authority has authorized and directed the Trustee to use the moneys in the Borrower Account of the Loan Fund solely to pay the Cost of the Projects, including the reimbursement of the Borrower for advances and payments made or costs incurred by the Borrower for or in connection with the Projects. The Authority shall cause funds to be disbursed

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

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

Section 2.06. Investment of Funds; Application of Investment Earnings. Any moneys held by the Trustee in the Borrower Account of the Loan Fund shall be invested or reinvested by the Trustee in Authorized Investments at the direction of the Administrator. Except as otherwise set forth below, all earnings accruing on funds in the Borrower Account of the Loan Fund shall be credited by the Trustee on the 25th day of February, May, August and November, first to the Interest Account in the Series \_-\_- Bond Account of the Bond Fund in an amount, which when combined with all other amounts then held therein, does not exceed interest accruing on the Series \_-\_- Bonds on the next succeeding Interest Payment Date computed in accordance with Section 3.04 hereof and then to the Additional Payments Account of the Series \_-\_- Bond Account of the Bond Fund, provided the amount to be credited to said Accounts on the 25th day of May of each year shall not exceed the amount which when combined with all other amounts then held in said Accounts does not exceed the amount needed to pay principal of and interest on the Series \_-\_- Bonds on the next Interest Payment Date, and excess earnings not so credited shall be retained in the Borrower Account of the Loan Fund and credited to the Interest Account on the last day of the following August.

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

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

Section 2.07. 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 of a Series in a Commercial Paper Period, and any ARS Interest Payment Date for ARS Bonds, the Borrower shall have the right and option, with the written approval of the Administrator on behalf of the Authority and the Remarketing Agent, to convert the Series \_-\_- Bonds to a different Rate Period (other than to an ARS 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 Authority and the Remarketing Agent, on any Adjustment Date to change the duration of the Short-Term Rate Period or Medium-Term Rate Period for the Series \_-\_- Bonds, as provided in Section 2.07 of the Indenture. The exercise of the option to convert to a different Rate Period or change the duration of a Short-Term Period or Medium-Term Period shall be by delivery of a Borrower Request to the Administrator on behalf of the Authority and the Trustee, and such other parties named in the Indenture, at the times and in the manner set forth in the Indenture. In the event of a Failed Conversion or optional tender for purchase by a Holder of a Series \_-\_- Bond in the Medium-Term Period, the Rate Period shall be the Daily Period or the Weekly Period as determined in the sole judgment of the Remarketing Agent to result in the lowest interest cost to the Borrower. In the event of a Failed Conversion from an ARS 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 2.08. Tax Status of the Series \_-\_- Bonds. It is the intention of the parties hereto that the interest on the Series \_-\_- Bonds be and remain excluded from gross income for federal income tax purposes, and to that end the Borrower hereby represents, warrants and agrees as follows:

- (a) The Borrower shall not take or omit to take any action the taking or omission of which will cause the Series \_-\_- Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause interest on the Series \_-\_-

\_ Bonds to be includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes. Without limiting the generality of the foregoing, the Borrower, on behalf of the Authority, shall comply with any provision of the law which may require the Authority at any time to make rebate payments to the United States of any part of the earnings derived from the investment of the gross proceeds of the Series \_-\_- Bonds.

- (b) The Borrower shall not permit the proceeds of the Series \_-\_- Bonds to be used in any manner that would result in (a) 5% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds being used with respect to any output facility (other than an output facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit as provided in Section 141(c) of the Code; or (d) the payment of principal of, or interest on more than 10% of the proceeds of the Series \_-\_- Bonds (under the terms of the Series \_-\_- Bonds or any underlying arrangement) directly or indirectly (A) secured by any interest in (1) property used or to be used for private business use or (2) payments in receipt of such property or (B) derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a private business use, provided, however, that if the Borrower receives a Favorable Opinion that any such covenant need not be complied with to prevent the interest on the Series \_-\_- Bonds from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes, the Borrower need not comply with such covenants.
- (c) Neither the obligations of the Borrower under this Agreement nor the Series \_-\_- Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.

Section 2.09. Rights of the Bond Insurer.

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

(1) a copy of the annual audited financial statements and annual budget of the Borrower, to be furnished within thirty (30) days of their release by the Borrower;

(2) a copy of any notice to be given to the registered owners of the Series \_-\_- Bonds, or any of them, including, without limitation, notice of any redemption or defeasance of all or any portion of the Series \_-\_- Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Series \_-\_- Bonds; and

(3) such additional information as the Bond Insurer shall reasonably request.

(b) The Trustee or the Borrower, as appropriate, shall notify the Bond Insurer of any failure of the Borrower to provide relevant notices, certificates, or other information

required to be provided under the Indenture or this Agreement provided that the Trustee shall be required to give notice of any such failure only if it has actual knowledge of such failure.

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

(d) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, the Trustee shall immediately notify the Bond Insurer on any Loan Repayment Date if there are insufficient moneys to make any payment of principal of or interest on the Series \_\_\_ Bonds or any Additional Payments when and as required by this Agreement or the Indenture or upon the occurrence of any Event of Default under the Indenture or this Agreement provided that the Trustee shall be required to give such notice only if it has actual knowledge of such Event of Default.

### ARTICLE III Payment Obligations of Borrower

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

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

- (a) The fees and expenses of and other amounts payable to a Bank, if any, under any Standby Bond Purchase Agreement, if any, relating to the Series \_\_\_ Bonds, including, but not limited to, the Final Excess Interest Amount, if any, and the Borrower's Proportionate Share of the fees and expenses of and other amounts payable to any Bank under a Standby Bond Purchase Agreement which are determined by the Administrator to be fees and expenses common to other Series of Bonds covered by the Standby Bond Purchase Agreement.
- (b) The fees and expenses of the Remarketing Agent under the Remarketing Agreement, if applicable, relating to the Series \_\_\_ Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of the Remarketing

Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the Daily Rate Period, the Weekly Rate Period, the Commercial Paper Period, the Short-Term Rate Period or the Medium-Term Rate Period.

- (c) The fees and expenses of the Trustee under the Indenture relating to the Series \_-\_- Bonds, including all expenses necessary to prepare notices of redemption or purchase of Series \_-\_- Bonds or to cancel and discharge the Indenture with respect to the Series \_-\_- Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Trustee which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (d) The fees and expenses of the Bond Insurer, if any, under the Bond Insurance, if any, the Surety Bond, if any, and the Guaranty Agreement, if any, relating to the Series \_-\_- Bonds, together with all amounts payable by the Authority under the Guaranty Agreement, if any, and the Borrower's Proportionate Share of any of the foregoing which are determined by the Administrator to be fees, expenses and payments which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (e) The annual fee of the Authority in the amount of \_\_\_% of the Outstanding principal amount of the Series \_-\_- Bonds plus any expenses of the Authority hereunder or under the Indenture relating to the Series \_-\_- Bonds and the Borrower's Proportionate Share of the expenses of the Authority hereunder or under the Indenture which are determined by the Administrator to be expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (f) The reasonable fees and expenses of the Administrator relating to the Series \_-\_- Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Administrator which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (g) The fees and expenses of the Bond Counsel, the Underwriter and other costs of issuance relating to the Series \_-\_- Bonds.
- (h) Rating agency fees relating to the Series \_-\_- Bonds and the Borrower's Proportionate Share of the rating agency fees which are determined by the Administrator to be fees which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.
- (i) The reasonable fees and expenses of the Auction Agent, if any, the Broker-Dealer, if any, and the Market Agent, if any, relating to the Series \_-\_- Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of any Auction Agent, Broker-Dealers or Market Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the ARS Interest Rate Period.

- (j) Any amounts required to be paid to the U.S. Government as arbitrage rebate as determined pursuant to Section 148(f) of the Code with respect to the Series \_-\_- Bonds, payable on demand.
- (k) Any Termination Payments required to be paid by the Authority under the Swap Agreement.
- (l) Such other reasonable fees and expenses relating to the Series \_-\_- Bonds, including, but not limited to, the Borrower's Proportionate Share of any such fees and expenses, including costs associated with any conversion, substitute Bond Insurance or substitute Standby Bond Purchase Agreement.

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

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

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

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

Rate in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, Conversion Date to the Medium-Term Rate Period or Period Adjustment Date to another Medium-Term Rate Period or the Conversion Date to the Fixed Rate, as applicable, and end on the last day of such Rate Period.

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

(iv) With respect to the interest portion of each Loan Repayment while the Series \_\_\_ Bonds are in the ARS Interest Rate Period, the amount shall be equal to the interest on the Series \_\_\_ Bonds and the Auction Rate in effect during the Auction Period.

(v) The amount of interest which will accrue on the Series \_\_\_ Bonds (the "Estimated Amount") (other than when ARS Bonds) for the period from and after the date the Trustee computes the Loan Repayment to the end of the computation period for the payment of interest on the Series \_\_\_ Bonds (the "Estimated Period") will be computed using an assumed interest rate equal to the rate in effect on the date of computation plus 150 basis points for the Estimated Period, and will be reduced by the amount by which the Estimated Amount for the Estimated Period on the prior Loan Repayment Date exceeded the actual interest accrual during such period. With respect to the Series \_\_\_ Bonds, while they are ARS Bonds in the seven-day Auction Period, the Administrator shall (i) estimate the interest due on the first Loan Repayment Date and shall instruct the Trustee to deposit such amount to the Interest Account of the Series \_\_\_ Bond Account of the Bond Fund on the Closing Date, and (ii) estimate the interest due on such Series \_\_\_ 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 Borrower shall pay the ARS Estimated Amount on the initial Loan Repayment Date and on each Loan Repayment Date thereafter. Each successive Loan Repayment will be reduced by the amount the prior Loan Repayment exceeded the actual interest due on the Series \_\_\_ Bonds.

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

Business Day on which an Additional Payment was last paid to and ending on the day next preceding the Business Day on which the Additional Payment is due.

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

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

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

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

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

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

Section 3.07. Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement (including Additional Payments) as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the Borrower under the terms of this Agreement. The Borrower hereby pledges its full

faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of payments derived by the Borrower to the extent of funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower. Notwithstanding the foregoing, the Borrower shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

Section 3.08. Rebate Covenants of Borrower.

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

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

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

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

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

(f) The restrictions contained in the foregoing subsection (b) through (e) shall not apply to obligations the interest on which is exempt from gross income pursuant to Section

103(a) of the Code (other than obligations that constitute “specified private activity bonds” within the meaning of Section 57(a)(5)(C) of the Code), and any interest or other income from such obligations, or the sale thereof, shall not be included in any of the calculations or rebates required pursuant to such subsections.

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

#### ARTICLE IV Representations and Covenants

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

- (a) The Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series \_-\_- Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.
- (b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.
- (c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).
- (d) By resolution duly adopted by the Board of Directors of the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of the Indenture, this Agreement and the Series \_-\_- Bonds, the due performance of all obligations of the Authority hereunder, under the Indenture and under the Series \_-\_- Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.

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

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

- (a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement, and

- (iii) to carry out and consummate all other transactions contemplated by this Agreement.
- (b) With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Indenture.
- (d) This Agreement has been duly authorized executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. To the extent permitted by applicable law, the defense of sovereign immunity is not available to the Borrower in any proceedings by the Authority or the Trustee to enforce any of the obligations of the Borrower under this Agreement and, to the fullest extent permitted by law, the Borrower consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.
- (e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Agreement.
- (f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgement or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.
- (g) So long as any Series \_-\_- Bonds are Outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and

requirements of duly constituted public authorities, which are or shall become applicable to the Projects, the repair and alteration thereof, and the use or manner of use of the Projects, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change or governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof.

- (h) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series \_-\_- Bonds advanced to it to be applied in a manner contrary to that provided in the Indenture and this Agreement.
- (i) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series \_-\_- Bonds to be includable in the gross income of owners thereof for federal income tax purposes.
- (j) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.
- (k) The Borrower approves the issuance of the Series \_-\_- Bonds and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.
- (l) The Borrower covenants and agrees to provide annual audited financial statements to the Administrator as soon as reasonably practical upon their becoming available and, upon request, such other financial information as shall be reasonably requested to the Administrator, the Bank, the Bond Insurer and the Authority.
- (m) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Indenture, the Purchase Agreement, the Remarketing Agreement, the Standby Bond Purchase Agreement and the Program Administration Agreement.
- (n) The interest on the Agreement is intended to be excludable from gross income for purposes of Federal income taxation.
- (o) The Borrower covenants and agrees to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Authority, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.
- (p) All information provided to the Authority in this Agreement or in any other document or instrument with respect to the Loan, this Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the

statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V  
Events of Default

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

- (a) the payments required by Sections 3.01 through 3.02 are not paid punctually when due;
- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the Authority or the Trustee shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 30 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);
- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;
- (d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or
- (e) the Borrower shall contest the validity of enforceability of any provision of this Agreement.

Section 5.02. Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Agreement), the Trustee, as assignee of the Authority, or any

other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Series \_-\_- Bonds and the Bond Insurer, at any time thereafter and while such Event of Default shall continue, shall notify the Bond Insurer within five Business Days, and may, at its option, with the consent of the Bond Insurer and subject to the provisions of the Indenture, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

## ARTICLE VI Prepayment

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

### Section 6.02. Optional Prepayment Price.

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

(b) If the Series \_-\_- Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate at the time of prepayment, the prepayment amount shall be the applicable Redemption Price as set forth in Section 5.02(b) of the Indenture, plus interest accruing between the Prepayment Date and the Redemption Date (or, if said investment earnings exceed interest accrued during said period, less said excess), plus Additional Payments accrued to the Redemption Date.

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

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

from one Interest Rate Mode to another Interest Rate Mode and Series \_\_\_ Bonds bearing interest at the Medium-Term Rate shall not be changed to a different Medium-Term Rate Period after the notice of prepayment has been given as above provided.

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

Section 6.05. Deposit of Prepayment Amount. If the Series \_\_\_ Bonds are bearing interest at the Auction Rate, the Daily Rate, the Commercial Rate, the Weekly Rate, or the Short-Term Rate, the prepayment amount shall be deposited with the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Redemption Date. If the Series \_\_\_ Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate, the prepayment amount shall be deposited on any date prior to the Redemption Date.

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

## ARTICLE VII Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, the Administrator and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee, the Administrator and the Authority (the Trustee, each successor trustee, the Authority, the Administrator and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, wilful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the duties of the Trustee, the Administrator and the Authority thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Borrower, this Agreement or the Series \_\_\_ Bonds), including enforcement of this Agreement and this Section thereof and also including any liability which may be incurred as a

result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Agreement.

## ARTICLE VIII Miscellaneous

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

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

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

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

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

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

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at \_\_\_\_\_, \_\_\_\_\_, Tennessee \_\_\_\_\_, Attention: \_\_\_\_\_; (b) if to the Authority, addressed to the Authority, Attention: Executive Director, 381 Court Street, Maryville, Tennessee 37804, with a copy of the Authority's counsel, Crawford, Crawford & Newton, First Tennessee Bank Building, P.O. Box 4338, Maryville, Tennessee 37802-4338, Attention: Norman Newton, Esq.; (c) if the Administrator, at The Farragut Building, 530 South Gay Street, Suite 800, Knoxville, Tennessee 37902, Attention: Joseph K. Ayres; (d) if to the Trustee, addressed to the Trustee at 315 Union Street, Nashville, Tennessee 37201, Attention: Corporate Trust; and (e) if to the Bond Insurer, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Indenture.

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

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

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

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

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

Section 8.13. Refunding of the Series \_-\_- Bonds. The Series \_-\_- Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Borrower. In the event the Series \_-\_- Bonds are refunded by Bonds issued by the Authority, all references in this Agreement to (i) the Series \_-\_- Bonds shall be deemed to refer also to the refunding bonds, (ii) the Indenture shall be deemed to refer also to the indenture or other instrument pursuant to which the refunding bonds are issued, and (iii) any funds or accounts referred to herein shall be deemed to refer also to the corresponding funds or accounts established under the indenture or other instrument pursuant to which the refunding bonds are issued.

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

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

[Section 8.16. Qualified Tax-Exempt Obligation. The Loan Agreement is hereby designated a "qualified tax-exempt obligation" within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated or proposed thereunder.]

*[Signature Page Follows]*

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

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

(SEAL)

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_, TENNESSEE

(SEAL)

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

REQUISITION

Series \_-\_- Bonds

REQUISITION NO. \_\_\_\_

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

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

Bank: \_\_\_\_\_  
 ABA Number: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

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

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

\_\_\_\_\_, TENNESSEE

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Funding Date: Thursday, \_\_\_\_\_, \_\_\_\_\_.

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

After execution, fax the Requisition as follows:

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

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

EXHIBIT B

COMPLETION CERTIFICATE

Series \_-\_- Bonds

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

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

3. The Authority and the Trustee are directed to apply any excess funds remaining in the Borrower Account of the Loan Fund under the Loan Agreement in accordance with the provisions of Section 2.05 of the Loan Agreement.

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

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

\_\_\_\_\_, TENNESSEE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

PRINCIPAL REDUCTION SCHEDULE

Date  
(May 25)

Principal

**EXHIBIT C**

**NOTICE OF CURE OF PAYMENT DEFAULT WITH RESPECT TO  
THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE**

**Local Government Public Improvement Bonds, Series \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_**

NOTICE IS HEREBY GIVEN that the ARS Payment Default with respect to the Series of Bonds identified above has been waived or cured. The next ARS Interest Payment Date is \_\_\_\_\_ and the next scheduled Auction Date is \_\_\_\_\_.

Dated: \_\_\_\_\_

MORGAN KEEGAN & COMPANY, INC.

By: \_\_\_\_\_



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

**SUPPLEMENT TO  
MASTER BOND PURCHASE AGREEMENT  
(SERIES \_\_\_\_\_)**

**Relating to  
\$\_\_\_\_\_ LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS  
(BLOUNT COUNTY)  
SERIES \_\_\_\_\_**

\_\_\_\_\_, 200\_

Board of Directors of The Public Building Authority  
of Blount County, Tennessee  
Maryville, Tennessee

Board of Commissioners of \_\_\_\_\_, Tennessee  
\_\_\_\_\_, Tennessee

Ladies and Gentlemen:

Morgan Keegan & Company, Inc. ("Morgan Keegan" or "Underwriter") and The Public Building Authority of Blount County, Tennessee (the "Authority") have previously entered into a Master Bond Purchase Agreement, dated as of February 1, 2003, (the "Master Purchase Agreement"), pursuant to which the Authority agreed to sell and Morgan Keegan agreed to buy all Series of Bonds issued under the Indenture of Trust, dated as of February 1, 2003 between the Authority and Regions Bank, as Trustee (the "Trustee"), as supplemented from time to time upon fulfillment of certain conditions precedent to the issuance of any such Series of Bonds. This Supplement to Master Bond Purchase Agreement (Series \_\_\_\_\_) (the "Series \_\_\_\_\_ Supplemental Purchase Agreement) supplements the Master Purchase Agreement for the purpose of setting forth more specifically the terms of sale of the Authority's Local Government Public Improvement Bonds, Series \_\_\_\_\_ (Blount County), to be dated their date of issue (the "Series \_\_\_\_\_ Bonds") in the Fixed Rate Period to the Underwriter and establishes additional conditions precedent to such sale. Proceeds from the sale of the Series \_\_\_\_\_ Bonds will be loaned by the Authority to Blount County, Tennessee (the "Series \_\_\_\_\_ Borrower") under a Series \_\_\_\_\_ Loan Agreement, to be dated the date of the Series \_\_\_\_\_ Bonds (the "Series \_\_\_\_\_ Loan Agreement"). Under the terms of the Series \_\_\_\_\_ Loan Agreement, the Series \_\_\_\_\_ Borrower agrees to pay all principal and interest on the Series \_\_\_\_\_ Bonds and all related expenses, and in connection therewith, the Series \_\_\_\_\_ Borrower is a party to this Series \_\_\_\_\_ Supplemental Purchase Agreement. This offer is made subject to acceptance by the Authority and approval by the Series \_\_\_\_\_ Borrower, by execution of this Series \_\_\_\_\_ Supplemental Purchase Agreement and its delivery to the Underwriter, on or before 5:00 p.m. E.D.T on \_\_\_\_\_, 200\_, and, if not so accepted, will be thereafter subject to withdrawal by the Underwriter upon written notice delivered to the Series \_\_\_\_\_ Borrower and Authority at any time prior to acceptance by the Authority and approval by the Series \_\_\_\_\_ Borrower.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Master Bond Purchase Agreement and the Indenture, as supplemented by the Series \_\_\_\_\_ Supplemental Indenture of Trust, to be dated the date of the Series \_\_\_\_\_ Bonds (collectively, the "Indenture").

1. Purchase and Sale of the Series \_\_\_\_\_ Bonds.

(a) Upon the basis of the representations, warranties, covenants and agreements contained in the Master Purchase Agreement, as supplemented by the Series \_\_\_\_\_ Supplemental Purchase Agreement (collectively, the "Purchase Agreement"), the Underwriter hereby ratifies its agreement to purchase from the Authority for offering to the public, and the Authority hereby ratifies its agreement to sell to the Underwriter for such purpose, all (but not less than all) of the Authority's Series \_\_\_\_\_ Bonds, in book-entry-only form, at the aggregate purchase price of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_.00 aggregate principal amount of the Series \_\_\_\_\_ Bonds, plus net original premium of \$\_\_\_\_\_, less underwriter's discount of \$\_\_\_\_\_. The Series \_\_\_\_\_ Bonds shall bear interest, shall mature, shall be redeemable and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference. The proceeds of the Bonds will be loaned to the Series \_\_\_\_\_ Borrower pursuant to the Series \_\_\_\_\_ Loan Agreement to be used to: (a) finance the (i) acquisition, construction, improvement, renovation, repair and equipping of schools; (ii) payment of funds to the Cities of Alcoa and Maryville, Tennessee to be used for capital improvements to the educational facilities for their respective school systems; (iii) acquisition, construction, improvement, renovation, repair and equipping of public recreational facilities, buildings, parks, and other public buildings; (iv) construction, improvement, paving, equipping and repair of streets, bridges and roads; (v) acquisition of equipment and vehicles for the public safety, public works and parks departments; (vi) acquisition of all property real and personal appurtenant to the foregoing; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (collectively, the "Projects"); (viii) payment of capitalized interest during construction and for up to six months thereafter; and (ix) reimbursement for prior expenditures for the foregoing; (b) refinance the Series \_\_\_\_\_ Borrower's outstanding Series \_\_\_\_\_ Loan Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Series \_\_\_\_\_ Loan Agreement") with The Public Building Authority of Sevier County, Tennessee, and its outstanding Series \_\_\_\_\_ Loan Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Series \_\_\_\_\_ Loan Agreement" and together with the Series \_\_\_\_\_ Loan Agreement, the "Refinanced Outstanding Loan Agreements") with the Authority; and (c) fund costs of issuance in connection with the issuance and sale of the Series \_\_\_\_\_ Bonds and the Series \_\_\_\_\_ Loan Agreement.

(b) The Series \_\_\_\_\_ Bonds shall be issued and secured under the provisions of the Indenture providing for the issuance of multiple Series of Bonds pursuant to Sections 12-10-101 et seq., Tennessee Code Annotated, as amended and other applicable provisions of law. The Series \_\_\_\_\_ Bonds shall be limited obligations of the Authority, payable solely from revenues and receipts derived from the Series \_\_\_\_\_ Loan Agreement.

(c) After acceptance of this offer by the Authority and approved by the Series \_\_\_\_\_ Borrower, the Underwriter agrees to make a bona fide public offering of all the Series \_\_\_\_\_ Bonds at prices not in excess of the initial public offering prices (which may be expressed in terms of yield) set forth on the cover page of the Official Statement, dated \_\_\_\_\_, 200\_ (the "Official Statement"). The Series \_\_\_\_\_ Bonds may be offered and sold to certain dealers (including dealers depositing such Series \_\_\_\_\_ Bonds into investment trusts) at prices lower than such initial public offering prices in the sole discretion of the Underwriter. Subsequent to such initial public offering, the Underwriter reserves the right to change the public offering prices, as it may deem necessary in connection with the marketing of the Series \_\_\_\_\_ Bonds.

(d) The Authority and the Series \_\_\_\_\_ Borrower authorize the Underwriter to use copies of the Official Statement and the information contained therein in connection with the public offering and sale of the Series \_\_\_\_\_ Bonds and agrees not to supplement or amend, or cause to be supplemented or amended, the Official Statement, at any time prior to the Closing, without the consent of the Underwriter. The Authority and the Series \_\_\_\_\_ Borrower ratify and

confirm the use by the Underwriter, prior to the date hereof in connection with the public offering of the Series \_\_\_\_\_ Bonds, of the Preliminary Official Statement, dated February \_\_, 2009, which with any and all appendices, exhibits, maps, reports and summaries included therein is hereinafter called the "Preliminary Official Statement".

(e) As of its date, the Preliminary Official Statement has been "deemed final" (except for permitted omissions) by the Authority and the Series \_\_\_\_\_ Borrower for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Authority and the Series \_\_\_\_\_ Borrower will deliver, or cause to be delivered, to the Underwriter, promptly after the acceptance hereof, but in any event within seven (7) days of the date hereof, copies of the Official Statement, sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (and the related rules of the Municipal Securities Rulemaking Board).

2. Liquidated Damages. If the Authority accepts and the Series \_\_\_\_\_ Borrower approves this offer and if the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series \_\_\_\_\_ Bonds upon tender thereof by the Authority at the Closing as herein provided, the parties hereby agree that the damages to the Authority for payment to the Series \_\_\_\_\_ Borrower (less the Authority's expenses) shall be fixed at one percent (1%) of the aggregate principal amount of the Series \_\_\_\_\_ Bonds, and, upon such failure of the Underwriter to accept and pay for the Series \_\_\_\_\_ Bonds, Underwriter shall be obligated to pay to the Authority such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter. Upon such payment the Underwriter shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Authority be entitled to damages of any nature other than the liquidated damages herein specified.

3. Closing. The Closing shall be at 10:30 a.m., E.D.T., on \_\_\_\_\_, 200\_ or at such other time or date as shall have been mutually agreed upon by the Series \_\_\_\_\_ Borrower, the Authority and the Underwriter, in accordance with the provisions of Section 3.04 of the Master Bond Purchase Agreement.

4. Representations, Warranties and Covenants of the Series \_\_\_\_\_ Borrower and Authority. The Authority ratifies and affirms its representations and agreements in Section 3.02 of the Master Bond Purchase Agreement. The Series \_\_\_\_\_ Borrower, by its approval hereof, represents, warrants and covenants to the Underwriter that:

(a) The Series \_\_\_\_\_ Borrower is a public corporation duly organized and validly existing pursuant to the Constitution of the State of Tennessee;

(b) The Series \_\_\_\_\_ Borrower has and had, as the case may be, full legal right, power and authority to adopt the resolutions on \_\_\_\_\_, 200\_ and \_\_\_\_\_, 200\_ (collectively, the "Resolution") authorizing the execution and delivery of the Series \_\_\_\_\_ Loan Agreement and execute and deliver the Official Statement and to approve this Series \_\_\_\_\_ Supplemental Purchase Agreement;

(c) The Series \_\_\_\_\_ Borrower has (i) duly adopted the Resolution, (ii) duly authorized the execution, delivery and distribution of the Official Statement, this Series \_\_\_\_\_ Supplemental Purchase Agreement, and (iii) duly authorized the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(d) The Series \_\_\_\_\_ Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (i) to qualify the Series \_\_\_\_\_ Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate and (ii) to determine the eligibility of the Series \_\_\_\_\_ Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for the distribution of the Series \_\_\_\_\_ Bonds; provided, however, that in no event shall the Series \_\_\_\_\_ Borrower be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(e) If between the date of this Series \_\_\_\_\_ Supplemental Purchase Agreement and the "end of the underwriting period," as defined in Rule 15c2-12 of the Securities and Exchange Commission, an event occurs, of which the Series \_\_\_\_\_ Borrower has knowledge, which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Authority will notify the Underwriter and, if in the opinion of Bond Counsel or of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Series \_\_\_\_\_ Borrower will, at its expense, amend or supplement the Official Statement in a form and in a manner approved by the Underwriter;

(f) The Series \_\_\_\_\_ Borrower has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Authority since June 30, 2008, which are not described in the Official Statement, whether or not arising from transactions in the ordinary course of business;

(g) Between the date hereof and the date of the Closing, the Series \_\_\_\_\_ Borrower will not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business.

(h) For purposes of compliance with Rule 15c2-12, the Series \_\_\_\_\_ Borrower will undertake to provide certain financial information and notices of the occurrence of certain events, if material under federal securities laws, as provided in the Loan Agreement and Preliminary Official Statement, and will evidence its undertaking by causing the Series \_\_\_\_\_ Borrower to execute a Continuing Disclosure Certificate at closing. A description of these undertakings is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(i) The Series \_\_\_\_\_ Borrower will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series \_\_\_\_\_ Bonds to be applied or result in such proceeds being applied in a manner other than as provided in the Resolution.

5. Conditions of Closing. The obligations of the Underwriter hereunder shall be subject to the performance by the Series \_\_\_\_\_ Borrower and the Authority of their obligations to be performed hereunder at or prior to the Closing, to the accuracy of and compliance with the representations, warranties and covenants of the Series \_\_\_\_\_ Borrower and the Authority herein, in each case as of the time of delivery of the Purchase Agreement, as supplemented, and as of the Closing, and, in the discretion of the Underwriter, to the following:

(a) at the Closing, (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the Authority and the Series \_\_\_\_\_ Borrower shall have executed and there shall be in full force and effect such additional agreements, and there shall have been taken in connection therewith and in connection with the issuance of the Series \_\_\_\_\_ Bonds all such action as shall, in the opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (ii) the Series \_\_\_\_\_ Bonds shall have been duly authorized, executed and delivered as provided herein, (iii) the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and (iv) the Authority and the Series \_\_\_\_\_ Borrower shall perform or have performed all of their obligations under or specified in this Purchase Agreement to be performed at or prior to the Closing;

(b) At or prior to the Closing Date, the Underwriter shall have received the following in addition to those items specified in Section 3.03 of the Master Bond Purchase Agreement:

(i) A certificate, dated the Closing Date, signed by the County Mayor, in which such officer, to the best of his knowledge, information and belief, shall state that

(A) There is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to our knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series \_\_\_\_\_ Loan Agreement, application of the proceeds thereof, or the payment, collection or application of income of the Series \_\_\_\_\_ Borrower or the pledge thereof to the payment of the Series \_\_\_\_\_ Loan Agreement pursuant to the Resolution; in any manner questioning the proceedings or authority pursuant to which the Series \_\_\_\_\_ Loan Agreement is authorized or issued; in any manner questioning or relating to the validity of the Series \_\_\_\_\_ Bonds or the Resolution; contesting in any way the completeness or accuracy of the Official Statement; in any way contesting the corporate existence or boundaries of the Series \_\_\_\_\_ Borrower or the title of its present officers to their respective offices; or contesting the powers of the Series \_\_\_\_\_ Borrower or its authority with respect to the Series \_\_\_\_\_ Loan Agreement, or the source of payment thereof, the Resolution or the Official Statement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them or materially adversely affecting the financial condition of the County.

(B) The Resolution is as of the Closing Date in full force and effect and has not been amended, modified or supplemented, except as provided herein.

(C) The execution and delivery of the Series \_\_\_\_\_ Loan Agreement, the Escrow Agreement and this Series \_\_\_\_\_ Supplemental Purchase Agreement, the adoption of the Resolution, and the compliance by the Series \_\_\_\_\_ Borrower with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the order of incorporation of the Borrower or similar incorporating or governing documents of the Series \_\_\_\_\_ Borrower or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which the Series \_\_\_\_\_ Borrower is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the Series \_\_\_\_\_ Borrower or its properties are subject.

(D) The Series \_\_\_\_\_ Borrower has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the delivery of the Series \_\_\_\_\_ Loan Agreement.

(E) The descriptions and statements contained in the Official Statement were at the time of its publication and distribution, and are on the Closing Date, true and correct in all material respects, and the Official Statement did not at the time of its publication and distribution, and does not on the Closing Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated where necessary to make the statements made, in light of the circumstances under which they are made, not misleading.

(F) Subsequent to June 30, 2008, there has been no material adverse change in the financial position or results of operations of the Series \_\_\_\_\_ Borrower except as set forth in or contemplated by the Official Statement or as described in such certificate;

(ii) Evidence satisfactory in form and substance to the Underwriter that the credit ratings assigned to the Series \_\_\_\_\_ Bonds by Moody's Investor Service, Standard & Poor's Corporation and Fitch Ratings are as set forth on the cover page of the Official Statement;

(iii) Evidence satisfactory to the Underwriter that Assured Guaranty Corp. has issued its financial guaranty insurance policy insuring the timely payment of principal of and interest on the Series \_\_\_\_\_ Bonds and an opinion of its counsel in form and substance acceptable to Bond Counsel.

The opinions and certificates and other evidence referred to above shall be in form and substance satisfactory to the Underwriter.

If the Authority and the Series \_\_\_\_\_ Borrower shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter, the Authority nor the Series \_\_\_\_\_ Borrower shall be under any further obligation hereunder, except as provided in Section 2 hereof.

(c) Termination of Agreement. The Purchase Agreement may be terminated in accordance with the provisions of Article IV of the Master Bond Purchase Agreement. In addition, the Underwriter may terminate this Purchase Agreement, without liability therefor, by notification to the Authority and the Series \_\_\_\_\_ Borrower, if at any time subsequent to the date of this Purchase Agreement and at or prior to the Closing if the ratings of the Series \_\_\_\_\_ Bonds shall have been downgraded from the ratings set forth on the cover page of the Official Statement by Moody's Investors Service, Standard & Poor's Corporation or Fitch Ratings or withdrawn by such rating services, which, in the Underwriter's reasonable opinion, materially adversely affects the market for the Series \_\_\_\_\_ Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series \_\_\_\_\_ Bonds to be purchased by them; or trading in any securities of the Series \_\_\_\_\_ Borrower or the Authority shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Authority.

6. Miscellaneous.

(a) All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Authority:

The Public Building Authority of Blount County, Tennessee  
381 Court Street  
Maryville, Tennessee 37804  
Attention: Executive Director

with a copy to the Authority's Counsel:

Norman H. Newton, Esq.  
Crawford, Crawford & Newton  
First Tennessee Bank Building  
P.O. Box 4338  
Maryville, Tennessee 37802-4338

The Underwriter:

Morgan Keegan & Company, Inc.  
530 South Gay Street, Suite 800  
Knoxville, Tennessee 37902  
Attn: Managing Director

The Series \_\_\_\_\_ Borrower:  
\_\_\_\_\_, Tennessee

\_\_\_\_\_

\_\_\_\_\_, Tennessee \_\_\_\_\_

Attn: County Mayor

with a copy to its Counsel:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Tennessee \_\_\_\_\_

(b) Section headings have been inserted in this Series \_\_\_\_\_ Supplemental Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Series \_\_\_\_\_ Supplemental Purchase Agreement and will not be used in the interpretation of any provisions of this Series \_\_\_\_\_ Supplemental Purchase Agreement.

(c) If any provision of this Series \_\_\_\_\_ Supplemental Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative

or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, in operative or unenforceable to any extent whatever.

(d) This Series \_\_\_\_\_ Supplemental Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(e) This Series \_\_\_\_\_ Supplemental Purchase Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee.

(f) The Purchase Agreement, as supplemented, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(g) The Underwriter may waive compliance by the Authority or the Series \_\_\_\_\_ Borrower with any of the conditions, requirements, covenants, warranties or representations set forth herein, but waiver by the Underwriter of any such compliance shall not be deemed a waiver of compliance with any other of the conditions, requirements, covenants, warranties or representations set forth herein.

*(signature page follows)*

MORGAN KEEGAN & COMPANY, INC.

By: \_\_\_\_\_  
Managing Director

Approved as of the date first  
above written:

\_\_\_\_\_, TENNESSEE

By: \_\_\_\_\_  
County Mayor

Attest:

By: \_\_\_\_\_  
County Clerk

Accepted as of the date first  
above written:

THE PUBLIC BUILDING AUTHORITY  
OF BLOUNT COUNTY, TENNESSEE

By: \_\_\_\_\_  
Chairman

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

**\$ \_\_\_\_\_ LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS  
(BLOUNT COUNTY)  
SERIES \_\_\_\_\_  
OF THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE**

The Series \_\_\_\_\_ Bonds shall be dated their date of issuance, shall mature on June 1 in the years, in the aggregate principal amounts and shall bear interest payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 200\_, as follows:

<u>Year</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>(per annum)</u>	<u>Price</u>
2009	\$	%	%
2010			
2011			
2012			
2013			
2014			
2015			
2015			
2016			
2017			
2024			
2025			
2026			
2027			
2037*			

\*Term Bond

Optional Redemption

The Series \_\_\_\_\_ Bonds maturing June 1, 20\_\_ and thereafter shall be subject to redemption prior to maturity at the option of the Authority, on the direction of the Series \_\_\_\_\_ Borrower, on or after June 1, 20\_\_ and anytime thereafter at the redemption price of par plus accrued interest to the date of redemption.

Mandatory Redemption

The Series \_\_\_\_\_ Bonds maturing June 1, 20\_\_ are subject to mandatory sinking fund redemption on June 1 of each of the dates set forth below, opposite the respective maturity date, at a redemption price equal to 100% of the principal amount of the Series \_\_\_\_\_ Bonds maturing June 1, 20\_\_ to be redeemed plus accrued interest to the dates of redemption in the years and in the principal amounts indicated below:

<u>Maturity Date</u>	<u>Redemption Date</u>	<u>Amount to be Redeemed</u>
June 1, 20__	June 1, 20__	\$
	June 1, 20__	
	June 1, 20__*	

\*Final Maturity

Graham – aye                      Kirby – aye                      Proffitt – aye  
Hargis – aye                      Lail – aye                      Ramsey – aye

There were 21 voting aye. Chairman Ramsey declared the motion to have passed.

**IN RE: RESOLUTION SEPARATING FUNCTIONS RELATING TO THE BLOUNT COUNTY PUBLIC BUILDING AUTHORITY.**

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

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

**IN RE: REPORTS.**

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

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

**IN RE: ANIMAL CONTROL.**

Commissioner Walker made a motion to place animal control on the agenda for next month and to appoint a committee composed of Monika Murrell, Wendy Pitts Reeves, David Ballard, Jerry Cunningham, Steve Samples, and Tonya Burchfield to study the issue. Commissioner Melton seconded the motion.

Commissioner Farmer made a motion to refer the remaining six months of the budget for animal control to the Financial Management Committee. Commissioner Hasty seconded the motion.

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

A roll call vote was taken on the original motion:

Ballard – aye	Harrison – aye	Lewis – aye	Reeves – aye
Burchfield – aye	Hasty – nay	McCulley – aye	Samples – aye
Farmer – nay	Helton – aye	Melton – aye	Walker – aye
French – aye	Keeble – aye	Murrell – aye	
Graham – aye	Kirby – aye	Proffitt – nay	
Hargis – aye	Lail – aye	Ramsey – aye	

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

**IN RE: RESOLUTION REGARDING THE ENVIRONMENTAL IMPACT STATEMENT BEING PREPARED FOR THE PROPOSED PELLISSIPPI PARKWAY EXTENSION.**

Commissioner Murrell made a motion to approve the resolution. Commissioner French seconded the motion.

A roll call vote was taken:

Ballard – aye	Harrison – nay	Lewis – nay	Reeves – aye
Burchfield – nay	Hasty – nay	McCulley – aye	Samples – aye
Farmer – nay	Helton – nay	Melton – nay	Walker – nay
French – aye	Keeble – nay	Murrell – aye	
Graham – nay	Kirby – nay	Proffitt – aye	
Hargis – nay	Lail – nay	Ramsey – aye	

There were 8 voting aye, and 13 voting nay. Chairman Ramsey declared the motion to have failed.

**IN RE: RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS PIN NO. 107238.00 IN THE COUNTY OF BLOUNT, TENNESSEE.**

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

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

**5-1-120. Power to regulate stray animals. —**

Counties, by resolution of their respective legislative bodies, may license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals.

[Acts 1995, ch. 264, § 1.]



# BLOUNT COUNTY GOVERNMENT

## STORMWATER DEPARTMENT

1006 E. Lamar Alexander Pkwy.  
Maryville, TN 37804  
Phone: 865-681-9301 Fax: 865-681-9502

# MEMO

**TO:** Blount County Commission  
**FROM:** Justin Teague, Stormwater Program Director  
**DATE:** February 4, 2009  
**RE:** Agenda Item: Revised Sediment and Erosion Control Resolution

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The County Commission is asked to review and consider approval of the *revised* resolution necessary for the County's compliance with the EPA Phase II Stormwater regulations.

Recall that this and other regulatory requirements promulgated under the Phase II regulations were discussed at a 2008 work session by TDEC representatives. This resolution was initially adopted by the commission in December of 2004 and was reviewed by TDEC in an audit of the county's stormwater program in February 2008. During the audit, it was observed that the adopted resolution did not meet all the requirements for regulations on construction sites within the unincorporated areas of the county. The county attorney has reviewed the revised resolution for any potential legal issues prior to this meeting.

The amended/added sections to the previously adopted resolution are in italics in the attached document and listed below in a summary. The existing resolution adopted in 2004 can be viewed at:  
<http://www.blounttn.org/Stormwater/FINAL%20APPROVED%20EROSION%20CONTROL%20RESOLUTION.pdf>

As supplement to the full-text resolution, a summary is provided below.

### **Soil Erosion & Sediment Control Resolution**

- Create a County Grading Permit system for construction sites that have land disturbing activities equal to or greater than one tenth (0.1 or 4,356 ft<sup>2</sup>) acre.
- Exemptions are included for work that is being performed under the requirements of the Natural Resources Conservation Service of the United States Department of Agriculture (formerly the Soil Conservation Service) and all agriculture practices.
- Includes provisions for inspection and enforcement.
- Provided authority for the County Commission to establish fees for permits, etc. related to this resolution.
- Lists minimum requirements for grading operations (crushed stone access drives, silt fence, etc.).
- Utilizes the Board of Zoning Appeals to hear matters related to this resolution and other stormwater issues.

**Proposed Sediment and Erosion Control Resolution Changes:**

Page 1, paragraph 5: WHEREAS, on December 16, 2004, the Board of County Commissioners of Blount County, Tennessee, adopted Resolution No. 04-12-016 authorizing Blount County to exercise said powers granted within the unincorporated areas of Blount County; and

Page 1, paragraph 6: revise the previously

Page 2, Sec. 2, definition A: "Applicant." Person submitting the application for a grading permit. Typically, this is the owner or developer of the land-disturbing activity.

Page 2, Sec. 2, definition C: "Construction related waste." Waste that is generated through construction, land development and land-disturbing activities that may cause adverse impacts to water quality. Construction related waste includes, but is not limited to, discarded building materials, concrete truck washout, chemicals, litter, hazardous materials, oil and sanitary waste at the construction site.

Page 3, Sec. 2, definition J: building codes and safety

Page 3, Sec. 2, definition U: Land disturbing activities include, but are not limited to, development, re-development, construction, re-construction

Page 4, Sec. 2, definition W: "NPDES." National Pollutant Discharge Elimination System

Page 4, Sec. 2, definition Z: "Priority construction activity." Any land-disturbing activity that is one (1) acre or greater that discharges into, or upstream of, waters the State of Tennessee recognizes as impaired for siltation or high quality waters. Also, priority construction activities can include land-disturbing activities of any size that, in the judgment of the Inspector, require coordination with adjacent construction activities or have conditions that indicate a higher than normal risk for discharge of sediment or other construction related wastes.

Page 4 Sec. 2, definition BB: "Redevelopment." The improvement of a lot or lots that have been previously developed.

Page 4 Sec. 2, definition DD: Solid material, both inorganic (mineral) and organic, that is in suspension, is being transported, or has been moved from the site of origin by wind, water, gravity, or ice as a product of erosion.

Page 5 Sec. 2, definition KK: Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

Page 6, Sec. 4, A,B: Any development or redevelopment that will result in a

Page 6, Sec. 4, B, 6: (monthly at a minimum)

Page 6, Sec. 4, B, 7: and permit compliance

Page 7, Sec. 4, 1<sup>st</sup> paragraph: The person engaging in land-disturbing activities not exempted in Section 5 of this resolution must obtain from the Tennessee Department of Environment and Conservation (TDEC) a Notice of Coverage (NOC) under the State of Tennessee General NPDES Permit for Discharge of

Stormwater Associated with Construction Activities, or documentation that the land-disturbing activity does not require coverage under the State permit, prior to obtaining a grading permit. A copy of the NOC and the associated Stormwater Pollution Prevention Plan (SWPPP) or documentation that the site does not require coverage under the State permit must be submitted with the formal or site plan.

Page 7 Sec. 5, A: has a land-disturbance less than one (1) acre

Page 7 Sec. 5, C: involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pasture land, farm ponds, dairy operations, livestock and poultry management practices, and forestry land management practices including harvesting.

Page 8 Sec. 6, A & B: (4,356 ft<sup>2</sup>) & (43, 560 ft<sup>2</sup>)

Page 9 Sec. 6, B, 17: Recognition of priority construction activity if applicable

Page 9 Sec. 6, B, 18: TDEC Level 1 certification - Fundamentals of Erosion Prevention and Sediment Control Workshop as of June 17, 2007.

Page 9 Sec. 6: Additionally, any legally protected state or federally listed threatened or endangered species and/or critical habitat located in the area of the land-disturbing activities (if any) shall be identified in the formal plan. If such species are identified in the formal plan or by the county, then the formal plan shall also include written documentation from the United State Fish and Wildlife Service that indicates:

- (a) approval of the best management practices (BMPs) that will be utilized to eliminate potential impacts to legally protected state or federally listed threatened or endangered species and/or critical habitat. Said BMPs shall also be included on the formal plan; or,
- (b) a finding of no potential impact as a result of the proposed land-disturbing activity.

Formal plans should be prepared to meet the Tennessee Construction General Permit, latest edition, requirements. These requirements include, but are not limited to the following:

- (a) Necessity of an erosion prevention and sediment control/pollution prevention plan.
- (b) Erosion and sediment control measures shall be designed to control the rainfall and runoff from a 2 year, 24 hour storm, as a minimum.
- (c) For common drainage locations that serve an area with 10 or more acres disturbed at one time, a temporary (or permanent) sediment basin that provides storage for a calculated volume of runoff from a 2 year, 24 hour storm and runoff coefficient from each disturbed acre drained, or equivalent control measures, shall be provided until final stabilization of the site. Where no such calculation has been performed, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided until final stabilization of the site.

Page 10 Sec. 6, paragraph 1: After one (1) year, the grading permit will become null and void and the plan must be resubmitted for approval.

Page 10 Sec. 6, paragraph 2 & 3: The inspector may request that additional information be submitted as necessary to allow a thorough review of the site conditions and proposed erosion prevention and sediment control measures.

Attendance at a pre-construction meeting with the inspector and other associated county departments prior to issuance of a grading permit is required for owners and developers of developments and redevelopments that will be engaging in land-disturbing activity equal to or greater than one (1) acre in size and/or a priority construction activity, as defined in this resolution.

Page 10, Sec. 6, paragraph 5: The issuance of a grading permit does not authorize the discharge of hazardous substances or oil resulting from a spill that occurs on the site of the land-disturbing activity.

Page 11, Sec. 7, C,2: suspension of all building until violation corrected

Page 12, Sec. 7, F: grading permit along with the approved plan at a central location on-site at all times for the use of the inspector and all of those identified as having responsibilities under the plan whenever they are on the site of the land-disturbing activity.

Page 14, Sec. 9, B: Requirements for best management practices. Owners and developers of land-disturbing activities shall implement appropriate erosion prevention and sediment control best management practices (BMPs). BMPs shall be maintained and repaired by the permittee or his/her designee as often as necessary to maintain compliance with the approved plan and this resolution.

Page 14, Sec. 9, C: Technical design criteria. The design of erosion prevention, sediment, and pollution management controls, including BMPs, stabilization practices and structural practices, shall be performed in accordance with criteria and requirements stated in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities, except where more stringent criteria are set forth in this resolution or are required by the Inspector. All controls must be properly selected, installed, and maintained in accordance with the manufacturer's specifications (where applicable) and good engineering practices. Measures selected for erosion prevention and sediment control must be able to slow runoff so that rill and gully formation is prevented. When steep slopes and/or fine particle soils are present at the site, additional physical or chemical treatment of stormwater runoff may be required, and must be fully described on the formal or site plan if required.

Page 14, Sec. 9, D: Priority construction activities. Additional design, installation, inspection, inspection certification, and buffer zone requirements for discharges into impaired or high quality waters that are included in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities shall be implemented for all priority construction activities, as defined in this resolution.

Page 15, Sec. 9, I: Vegetative measures must be installed from the permanent pool elevation to the top of the berm.

Page 16, Sec. 9, J: Stabilization methods other than sod may be approved by the Inspector and/or County Engineer.

Page 16, Sec. 9, K, 6: Slopes 2:1 or greater shall be stabilized with erosion control matting or other method(s) approved by the Inspector. The owner or developer shall maintain matted areas until permanent vegetation is established.

Page 16, Sec. 9, M: and the State of Tennessee, where appropriate.

Page 17, Sec. 9, O: TDOT #1 or #2 (1.5” to 3.5” diameter)

Page 17, Sec. 9, O: The stone layer shall be replaced or overlain with new stone when necessary to ensure that sediment is not transported off the site.

Page 17, Sec. 9, O: The installation and maintenance of erosion prevention and sediment control practices, stabilization practices and structural practices shall be performed in accordance with the standards provided in the Tennessee Sediment and Erosion Control Handbook, latest edition, except where more stringent standards are set forth in this resolution or are required by the Inspector. If periodic inspections or other information indicate that a control measure has been used inappropriately, or incorrectly, the owner or developer must replace or modify the control for relevant site situations.

Page 17, Sec. 9, R: and measures for the control of other construction related wastes

Page 18, Sec. 9, V: Control of other construction related wastes. Owners and developers of land-disturbing activities shall control other construction related wastes, as defined in this resolution, in accordance with the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities, except where more stringent criteria are set forth in this resolution or are required by the Inspector. The discharge of such wastes in stormwater discharges from a land-disturbing activity shall be prevented or minimized in accordance with the formal or site plan for the site of the activity.

Page 18, Sec. 9, W: during construction

Page 19, Sec. 11: Right of Entry. The Inspector may enter upon any property which discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system; stream; natural drainage way; or other stormwater system during reasonable hours to monitor, remove foreign objects or blockages, and to inspect for compliance with the provisions of this resolution.

RESOLUTION SPONSORS: Wendy Pitts Reeves and Monika Murrell

RESOLUTION NO. \_\_\_\_\_

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

\*\*\*\*\*

**WHEREAS**, Tenn. Code Ann. § 5-1-118© authorizes counties, by adoption of a resolution by two-thirds (2/3) vote of their respective legislative bodies, to exercise those powers granted to all or certain municipalities by Tenn. Code Ann. § 6-2-201(22) and (23), with specified exceptions; and

**WHEREAS**, on September 21, 2000, the Board of County Commissioners of Blount County, Tennessee, by a vote of 20 in favor, 0 opposed, and 1 absent adopted Resolution No. 00-09-01 authorizing Blount County to exercise said powers granted to all or certain municipalities; and

**WHEREAS**, upon the adoption of said Resolution No. 00-09-01 and pursuant to Tenn. Code Ann. § 6-2-201(22), Blount County became authorized to define, prohibit, abate, suppress, prevent, and regulate all acts, practices, conduct, businesses, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to unincorporated areas of the county and to exercise general police powers; and

**WHEREAS**, Tenn. Code Ann. § 68-221-1101-1106 authorizes counties to adopt regulations for storm water discharges and contaminates in order to protect water quality in their respective unincorporated areas; and

**WHEREAS**, on December 16, 2004, the Board of County Commissioners of Blount County, Tennessee, adopted Resolution No. 04-12-016 authorizing Blount County to exercise said powers granted within the unincorporated areas of Blount County; and

**WHEREAS**, pursuant to the authority of Tenn. Code Ann. § 5-1-118(c), 6-2-201(22) and 68-221-1101-1106 and Resolution No. 00-09-01, Blount County desires to *revise the previously* adopted regulations hereinafter set forth to protect water quality in the unincorporated areas of Blount County by prohibiting, suppressing, and preventing the contamination of storm water by grading, erosion, and sedimentation.

**NOW, THEREFORE, BE IT RESOLVED** the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 19<sup>th</sup> day of February, 2009, that the following regulations to protect water quality in the unincorporated areas of Blount County by prohibiting, suppressing, and preventing the contamination of storm water by grading, erosion, and sedimentation are hereby adopted to wit:

**Section 1. Rules applying to resolution.** For the purpose of this resolution, certain rules of construction shall apply as follows:

- A. Words used in the present tense shall include the future tense, and the singular includes the plural, unless otherwise indicated in the text.
- B. The terms "shall" and "must" are always mandatory and not discretionary; the words "may" and "should" are permissive.
- C. Except as herein provided, all words used in this resolution shall have their common dictionary definition.

**Section 2. Definitions.**

- A. *"Applicant." Person submitting the application for a grading permit. Typically, this is the owner or developer of the land-disturbing activity.*
- B. *"Blount County Board of Zoning Appeals." The body which has the authority to hear appeals by any person (see *infra* definition Y) or permit holder who has been assessed a civil penalty under the provisions of this resolution, or by any person who has been denied a grading permit under the provisions of this resolution, or by any person who has been aggrieved by any decision or interpretation of the provisions of this resolution by the Inspector.*
- C. *"Construction related waste." Waste that is generated through construction, land development and land-disturbing activities that may cause adverse impacts to water quality. Construction related waste includes, but is not limited to, discarded building materials, concrete truck washout, chemicals, litter, hazardous materials, oil and sanitary waste at the construction site.*
- D. *"County." Blount County, Tennessee.*
- E. *"Cut." Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.*
- F. *"Developer." The person (see *infra* definition Y) authorized to carry out the development of land.*
- G. *"Development." The process of grading, clearing, filling, quarrying, construction, or reconstruction to improved or unimproved land or other similar activities when not excluded by exemptions from this resolution.*
- H. *"Drainage structure." A device composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point of storm water management drainage control or flood control purposes.*
- I. *"Erosion." The wearing away of land by action of wind, water, ice, or gravity.*

J. "Erosion and sediment control plan." A plan for the control of erosion and sediment resulting from land-disturbing activity (*see infra* definition U) which may be a site plan or a formal plan. The plan shall be reviewed and approved before a grading permit may be issued. *See* "final plan," *infra* definition O. The plan may be included as part of a preliminary plan required by any Blount County resolution or regulation, including zoning, *building codes and safety*, subdivision regulations, or a separate plan following the specifications set out in this resolution.

K. "Excavation." *See* "cut," *supra* definition E.

L. "Existing grade." The slope or elevation of existing land surface prior to cutting or filling.

M. "Fill." Portion of surface or area of land to which soil, rock or other materials have been or will be added; height above original land surface after the material has been or will be added.

N. "Final grade." The final slope or elevation of land surface after cutting or filling and conforming to the final plan (*see infra* definition O).

O. "Final plan." The approved erosion and sediment control plan which may be a site plan or a formal plan. The final plan may differ from the submitted erosion and sediment control plan if adjustments or amendments are required by the Inspector.

P. "Finished grade." *See* "final grade," *supra* definition N.

Q. "Formal plan." An erosion and sediment control plan required for land-disturbing activity equal to or greater than one (1) acre in size.

R. "Grading." Any operation or occurrence by which the existing elevations of land are changed by cutting, filling, borrowing, stock piling, or where any ground cover, natural or man-made, is removed, or any buildings or other structures are removed or any water course or body of water, either natural or man-made, is relocated thereby creating an unprotected area. "Grading" shall be synonymous with "land-disturbing activity" (*see infra* definition U).

S. "Grading permit." A permit issued by the Inspector to authorize grading (*see supra* definition R) to be performed under the provisions of this resolution.

T. "Inspector." The person designated by the County Mayor as the Storm Water Administrator, or his/her designee, who shall issue grading permits and carry out inspections and enforcement as provided hereunder.

U. "Land-disturbing activity." Any activity on land that may result in soil erosion and/or movement of sediment. *Land disturbing activities include, but are not limited to, development, re-development, construction, re-construction, clearing, grading, excavating, demolition of structures, landscaping, transporting and filling.*

- V. "Mulching." The application of plant or other suitable materials on the soil surface to conserve moisture, reduce erosion, and aid in establishing plant cover.
- W. "NPDES." *National Pollutant Discharge Elimination System.*
- X. "Owner." The legal owner of land at the time of application for a grading permit. The person ultimately responsible for adhering to the provisions of this resolution.
- Y. "Person." Any and all persons, natural or artificial, including any individual, firm, partnership, entity, or association, and any municipal or private corporation organized or existing under the laws of this or any other state.
- Z. "Priority construction activity." *Any land-disturbing activity that is one (1) acre or greater that discharges into, or upstream of, waters the State of Tennessee recognizes as impaired for siltation or high quality waters. Also, priority construction activities can include land-disturbing activities of any size that, in the judgment of the Inspector, require coordination with adjacent construction activities or have conditions that indicate a higher than normal risk for discharge of sediment or other construction related wastes.*
- AA. "Project." The entire proposed development regardless of the size of the area of land to be disturbed.
- BB. "Redevelopment." *The improvement of a lot or lots that have been previously developed.*
- CC. "Responsible person." A specific individual designated to be responsible for erosion and sediment control practices and maintenance of same on each site where land-disturbing activity takes place.
- DD. "Sediment." *Solid material, both inorganic (mineral) and organic, that is in suspension, is being transported, or has been moved from the site of origin by wind, water, gravity, or ice as a product of erosion.*
- EE. "Sedimentation." The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
- FF. "Sediment basin, trap, barrier or perimeter dike." A barrier or dam built across a waterway or water course, or at other locations, to retain sediment.
- GG. "Site plan." An erosion and sediment control plan required for land-disturbing activity equal to or greater than one-tenth (0.1) acre and less than one (1) acre in size.
- HH. "Slope." The degree of deviation of a surface from the horizontal, usually expressed in percent or degrees.
- II. "Soil stabilization." Measures which protect soil from erosion.

JJ. "Stabilizing slopes." The utilization of adequate structural and/or vegetative erosion and sediment control practices (see *infra* definitions MM and QQ) for preventing erosion from occurring on an incline.

KK. "Waters of the state." *Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.* These waters include, but are not limited to the following: rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, and wells.

LL. "Stripping." Any activity which removes or significantly disturbs the vegetative surface cover including clearing and grubbing operations.

MM. "Structural erosion and sediment control practices." Measures for the stabilization of erodible or sediment producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of land or storing, regulating, or disposing of runoff to prevent excess sediment loss. Examples are silt fence, structural diversions, grade stabilization structures, sediments traps and land grading, etc. Such measures can be found in the publication Tennessee Erosion and Sediment Control Handbook, latest edition.

NN. "Unstable." The tendency for land surface to change due to lack of structural and/or vegetative erosion and sediment control (see *infra* definitions MM and QQ) support.

OO. "Variance." A grant of relief from the requirements of this resolution that permits construction or activity in a manner otherwise prohibited by this resolution where strict enforcement would result in unnecessary hardship.

PP. "Vegetative buffer." The area of land adjacent to waters of the state in a condition of vegetation which facilitates the protection of water quality and aquatic habitat.

QQ. "Vegetative erosion and sediment control practices." Measures for the stabilization of erodible or sediment producing areas by covering the soil with:

1. Permanent seeding, sprigging or planting, producing long-term vegetative cover;
2. Temporary seeding, producing short-term vegetative cover; or
3. Sodding, covering areas with turf or perennial sod-forming grass.

RR. "Watercourse." Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine or wash in which water flows either continuously or intermittently and which has a defined channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

**Section 3. Existing eroding areas.** Upon written notification from the Inspector, the owner of land which exhibits unstable or eroding soil conditions shall correct such conditions within thirty (30) calendar days. The Inspector may extend this period upon request if conditions warrant. Minimum correction measures shall include stabilizing slopes and vegetating all exposed soil surfaces. Before commencing corrective measures, the owner shall consult with the Inspector to determine an acceptable method of correction.

**Section 4. Grading permit required.** Except as provided in Section 5, no person shall engage in any land-disturbing activity within the unincorporated areas of Blount County without obtaining a grading permit issued by the Inspector in accordance with the requirements set forth below:

A. *Any development or redevelopment that will result in a land-disturbing activity equal to or greater than one-tenth (0.1) acre and less than one (1) acre in size* requires:

1. Application with one copy of a site plan
2. Appropriate fee
3. Review of plan to check for basic compliance
4. Site inspection
5. Grading permit
6. Ongoing and final inspection

B. *Any development or redevelopment that will result in a land-disturbing activity equal to or greater than one (1) acre in size* requires:

1. Application with two (2) copies of legible engineering drawings of a formal plan
2. Appropriate fee
3. Engineering review by the Inspector and/or County Engineer
4. Site inspection
5. Grading permit
6. Ongoing (*monthly at a minimum*) and final inspection
7. After final inspection *and permit compliance*, certificate of completion from the Stormwater Department.

All development activities which require right-of-way cuts or excavation within the development site and shown on a site or a formal plan shall be subject to all applicable fees. Grading activities which involve no construction or right-of-way cuts shall be subject to the grading permit fee schedule only.

All exceptions to this resolution which are outlined in Section 5 will be required to use, maintain and follow the minimum requirements for controlling erosion and sediment set forth in Section 9. If unstable or eroding soil conditions exist during land-disturbing activities exempted in Section 5, then Section 3 shall prevail.

*The person engaging in land-disturbing activities not exempted in Section 5 of this resolution must obtain from the Tennessee Department of Environment and Conservation (TDEC) a Notice of Coverage (NOC) under the State of Tennessee General NPDES Permit for Discharge of Stormwater Associated with Construction Activities, or documentation that the land-disturbing activity does not require coverage under the State permit, prior to obtaining a grading permit. A copy of the NOC and the associated Stormwater Pollution Prevention Plan (SWPPP) or documentation that the site does not require coverage under the State permit must be submitted with the formal or site plan.*

**Section 5. Exemptions.** Grading permits shall not be required for the following types of land-disturbing activity:

A. Installation, maintenance and repair of any underground public utility line when such activity *has a land-disturbance less than one (1) acre*, occurs on an existing right-of-way, and a cut or excavation permit has been obtained from the Blount County Road Superintendent, unless the activity is within fifty (50) feet of any waters of the state, in which event a grading permit is required.

B. Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture.

C. Agricultural practices *involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pasture land, farm ponds, dairy operations, livestock and poultry management practices, and forestry land management practices including harvesting.*

D. Emergency work to protect life or property. Upon completion of emergency work, the disturbed area shall be shaped and stabilized in accordance with this resolution. The Inspector must be notified of the incident within seventy-two (72) hours thereof.

The owner or developer whose land-disturbing activity has been exempted from the requirements for a grading permit shall nevertheless be responsible for otherwise conducting such activity in accordance with the provisions of this resolution and other applicable laws including responsibility for controlling erosion, sedimentation, and runoff.

**Section 6. Application and plan review.** No grading permit shall be issued until either a site or a formal plan has been approved by the Inspector. Such plan shall comply, at a minimum, with the requirements set forth in Section 9 of this resolution.

All applications for grading permits shall be filed with the Inspector at least ten (10) days prior to the commencement of the proposed land-disturbing activity. All applications shall include either a site plan or a formal plan.

**A. Site plan.** No person shall initiate land-disturbing activity equal to or greater than one-tenth (0.1) acre (*4,356 ft<sup>2</sup>*) and less than one (1) acre (*43,560 ft<sup>2</sup>*) in size unless a site erosion and sediment control plan for such activity is filed with and approved by the Inspector.

The site plan shall include, but not be limited to, the following:

1. Property boundaries
2. Existing and proposed buildings
3. Streets and drives
4. General slope of the land
5. Location of existing trees
6. Trees to be removed
7. All structural and/or vegetative erosion and sediment control practices proposed to be installed
8. Scale and/or property dimensions
9. Existing and proposed watercourses
10. Name, address, and telephone number of the owner or developer of the land
11. Brief project description
12. Location of the land

**B. Formal plan.** No person shall initiate land-disturbing activity equal to or greater than one (1) acre (*43,560 ft<sup>2</sup>*) in size unless a formal erosion and sediment control plan for such activity is filed with and approved by the Inspector. Any formal plan shall require a pre-construction conference. The formal plan shall include, but not be limited to, the following:

1. Property boundaries
2. Two (2) ft. topographic contours – existing and proposed for slopes greater than fifteen percent (15%) or five (5) ft. intervals may be allowed
3. Site conditions prior to development and as they will be upon completion of the development
4. Proposed final groundcover within disturbed areas
5. All structural and/or vegetative erosion and sediment control practices proposed to be installed
6. Finished elevations of buildings, streets, roads, drives, stormwater utilities, sanitary sewer utilities and other related appurtenances within the proposed development
7. Volumetric and velocity rates of stormwater runoff
8. Watercourses, sinkholes, bodies of water and other similar features affecting runoff on or adjacent to the proposed development
9. Stream designated as impaired by the state's most current 303(d) report
10. Indication of fill material used or deposited and where it is located
11. Name, address and telephone number of the owner or developer of the land
12. Brief project description

13. Clearing and grading limits
14. Location of existing trees
15. Trees to be removed
16. Location of site relevant to highways, municipalities, or other prominent landmarks
17. *Recognition of priority construction activity if applicable*
18. *TDEC Level 1 certification - Fundamentals of Erosion Prevention and Sediment Control Workshop as of June 17, 2007*

All formal plans shall be prepared by a licensed, qualified professional engineer and shall include a time schedule for completion and periodic maintenance after completion, details of structural and/or vegetative erosion and sediment control practices, daily clean-up and site control practices and any other information needed to accurately depict erosion and sediment control practices unique to the development. *Additionally, any legally protected state or federally listed threatened or endangered species and/or critical habitat located in the area of the land-disturbing activities (if any) shall be identified in the formal plan. If such species are identified in the formal plan or by the county, then the formal plan shall also include written documentation from the United State Fish and Wildlife Service that indicates:*

- (a) *approval of the best management practices (BMPs) that will be utilized to eliminate potential impacts to legally protected state or federally listed threatened or endangered species and/or critical habitat. Said BMPs shall also be included on the formal plan; or,*
- (b) *a finding of no potential impact as a result of the proposed land-disturbing activity.*

*Formal plans should be prepared to meet the Tennessee Construction General Permit, latest edition, requirements. These requirements include, but are not limited to the following:*

- (a) *Necessity of an erosion prevention and sediment control/pollution prevention plan.*
- (b) *Erosion and sediment control measures shall be designed to control the rainfall and runoff from a 2 year, 24 hour storm, as a minimum.*
- (c) *For common drainage locations that serve an area with 10 or more acres disturbed at one time, a temporary (or permanent) sediment basin that provides storage for a calculated volume of runoff from a 2 year, 24 hour storm and runoff coefficient from each disturbed acre drained, or equivalent control measures, shall be provided until final stabilization of the site. Where no such calculation has been performed, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided until final stabilization of the site.*

The Inspector shall review all site and formal plans with necessary staff and make a determination with respect to the sufficiency thereof within ten (10) working days from submittal of the plan. If a plan is determined insufficient, the Inspector shall inform the owner or developer of the plan's deficiencies by written notification. The applicant shall then revise the plan to comply with this resolution

and submit a revised plan to the Inspector, or the applicant may submit documentation to substantiate the validity of the original plan. If the Inspector finds corrections and additions to the plan acceptable, the Inspector will then notify the applicant of approval and a grading permit shall be issued. Grading permits shall expire one (1) year from the date of issuance unless extended by the Inspector. *After one (1) year, the grading permit will become null and void and the plan must be resubmitted for approval.*

*The inspector may request that additional information be submitted as necessary to allow a thorough review of the site conditions and proposed erosion prevention and sediment control measures.*

*Attendance at a pre-construction meeting with the inspector and other associated county departments prior to issuance of a grading permit is required for owners and developers of developments and redevelopments that will be engaging in land-disturbing activity equal to or greater than one (1) acre in size and/or a priority construction activity, as defined in this resolution.*

If the land is to be developed in phases, then a separate grading permit shall be required for each phase.

A grading permit issued by the Inspector may specify any condition under which the land-disturbing activity shall be undertaken. *The issuance of a grading permit does not authorize the discharge of hazardous substances or oil resulting from a spill that occurs on the site of the land-disturbing activity.* The issuance of a grading permit does not relieve the permit holder of any obligation or responsibility of complying with the provisions of any other law or rules and regulations of any federal, state or additional local authority.

## **Section 7. Inspection and enforcement.**

A. After the grading permit is issued, the Inspector shall inspect the site to determine whether structural and/or vegetative erosion and sediment control practices have been installed according to the site or formal plan submitted, and whether the practices are adequate for erosion and sediment control and are otherwise in compliance with this resolution.

1. For applications submitted with a site plan, if the site inspection indicates the structural and/or vegetative erosion and sediment control practices have been installed according to the plan submitted and are in compliance with this resolution, the Inspector shall allow work to commence.

2. For applications submitted with a formal plan, if the site inspection indicates the structural and/or vegetative erosion and sediment control practices have been installed according to the plan submitted and if the technical review of the plan by the Inspector indicates compliance with this resolution, the Inspector shall allow work to commence.

B. The requirements of this resolution shall be enforced by the Inspector, who shall inspect the work, grading or construction involved. If the Inspector finds any person has engaged in land disturbing activity without having obtained a required grading permit, the following shall occur:

1. First offense - A stop work order and a notice of violation shall be issued by the Inspector.
2. If work continues - Assessment of a civil penalty by the Inspector for each day work continues without a permit.

C. If the Inspector finds that the grading permit holder has failed to properly install, maintain or use proper structural and/or vegetative erosion and sediment control practices as specified in the final plan, the following shall occur:

1. First offense – Written warning issued by the Inspector (maximum of two (2) days for compliance); if conditions warrant, a stop work order shall be issued immediately by the Inspector.
2. Second offense – Notice of violation issued, issuance of stop work order by the Inspector, *suspension of all building until violation corrected*, and notification to TDEC of violation.
3. Third offense – Assessment of a civil penalty by the Inspector for each day work continues.
4. Each additional offense – Assessment of a civil penalty by the Inspector for each day work continues and suspension of the issuance of subsequent grading permits.
5. Failure to clean up site – Permit holder liable for three (3) times the cost of clean-up starting with the first offense (see *infra* subsection G).

D. If the Inspector determines that significant erosion and/or sedimentation is occurring on a graded site despite approved structural and/or vegetative erosion and sediment control practices, he shall require the permit holder to take additional corrective action to protect the adversely affected area. The additional corrective action required shall be part of an amended erosion and sediment control plan.

E. All stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Notice of a stop work order shall be in writing and shall be given by the Inspector to the owner or developer of the land, an agent of the owner or developer or the responsible person or shall be conspicuously posted by the Inspector at the project and shall state the necessary corrective action with a completion date before other activity can resume. Notice given to the owner or developer, an agent of the owner or developer or the responsible person may be given by first class U. S. Mail mailed to the address shown on the application for the grading permit, or if there is no application, to any address known by the Inspector for such owner or developer, agent of the owner or developer or responsible person, and it will be presumed that the notice is received by the addressee if it is not returned to the Inspector by the U. S. Postal Service.

F. All persons conducting land-disturbing activities which requires a grading permit shall keep a copy of the *grading permit along with the approved plan at a central location on-site at all times for the use of the inspector and all of those identified as having responsibilities under the plan whenever they are on the site of the land-disturbing activity.*

G. If, upon inspection, the Inspector finds that a person engaged in land-disturbing activity has failed to comply with a final plan and/or this resolution, the Inspector shall serve a written notice to comply upon that person in the same manner as provided in subsection E of this section. The notice shall identify the violation, set forth the corrective action necessary to achieve compliance, and shall state the time within which such corrective action must be complete. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this resolution and in addition to other penalties, shall forfeit any security provided under the provisions of Section 8 of this resolution. The County may use the proceeds of the security to employ a contractor to stabilize the site of the land-disturbing activity, including clean-up of the site, and bring the site into compliance with this resolution.

H. Any responsible person who receives three (3) related written notices under subsection G of this section will be required to retake the Level I - Fundamentals of Erosion Prevention and Sediment Control Workshop sponsored by TDEC or an approved equivalent course. If after completing the course, the same person receives another written notice under subsection G of this section within three (3) years of completing the course, subsequent requests for grading permits shall be denied to that person. Such person may appeal the denial of a grading permit to the Blount County Board of Zoning Appeals by requesting a hearing within thirty (30) days of the denial.

I. Any uncovered area existing on the effective date of this resolution which resulted from land-disturbing activity and which is subject to continued accelerated erosion and which is causing off-site damage from sedimentation, shall be provided with structural and/or vegetative erosion and sediment control practices to prevent erosion and control off-site sedimentation.

1. The Inspector shall give a written notice to comply to the owner or developer of land where any such uncovered area existed on the effective date of this resolution in the same manner as provided in subsection E of this section. The notice will set forth the corrective action necessary to achieve compliance with this resolution and shall state the time within which such corrective action must be completed. In determining the structural and/or vegetative erosion and sediment control practices required and the time allowed for compliance, the Inspector shall take into consideration the economic feasibility, technology and quantity of work required and shall set reasonable and attainable time limits for compliance.

2. An erosion and sediment control plan may be required by the Inspector where extensive structural and/or vegetative erosion and sediment control practices are necessary.

**Section 8. Security requirements and fees.**

A. Prior to the issuance of a grading permit, the owner or developer may be required to provide security in the form of a cash deposit, letter of credit or other acceptable form of security for the work to be completed or any portion thereof pursuant to the final plan. When reviewing any application for a grading permit, the Inspector shall consider the past record of the applicant in complying with any previous permits and/or this resolution. The Inspector may require the applicant to provide acceptable security in a minimum amount of three thousand dollars (\$3,000.00) per acre or fraction thereof for the proposed land-disturbing activity prior to issuing the permit. If an applicant has had three (3) or more violations of previous permits or this resolution within three (3) years prior to the date of filing the application under consideration, the Inspector shall require security. If the owner or developer does not comply with this resolution or with the conditions of the permit after issuance, the security shall be forfeited, and the County may use the proceeds of the security to employ a contractor to stabilize the site of the land-disturbing activity and bring the site into compliance with this resolution.

B. Security in the form of a cash deposit, letter of credit or other acceptable form of security must be provided for the following conditions:

1. Rough grading, site development, large residential development or commercial development when there is land-disturbing activity of an area equal to or greater than five (5) acres.
2. A potential for runoff, erosion and/or sedimentation to adversely impact public right-of-ways, other property or waters of the state.
3. When a site drains into sinkholes or when the site is used for a borrow pit or waste area.

C. With regard to potential runoff, erosion and/or sedimentation which would adversely impact public right-of-ways, the actual amount of the security shall be based on a remediation and completion estimate for the disturbed area as determined by the Blount County Road Superintendent, with a minimum amount of three thousand dollars (\$3,000.00) per acre or fraction thereof of land-disturbing activity. The Road Superintendent may refuse any proffered security based upon past performance, ratings of the permit holder and/or surety of the security or other appropriate sources of reference information.

D. Within sixty (60) days of the completion and acceptance of all requirements of the final plan, the security shall be refunded or terminated.

E. The Board of County Commissioners of Blount County, Tennessee, shall set fees for obtaining grading permits by resolution.

**Section 9. General criteria.** The following general criteria are minimum requirements for controlling pollutants, erosion, and sedimentation from land-disturbing activity and shall be incorporated into all erosion and sediment control plans as determined by the Inspector and/or County Engineer. All soil

erosion and sediment control measures and practices shall conform to the requirements of this resolution. The measures and practices shall apply to all features of the site including street and utility installations, drainage facilities and other temporary and permanent improvements. Practices shall be implemented to prevent or control erosion and sedimentation during all stages of any land-disturbing activity. No grading permit issued using the following General Criteria is intended to restrict the use of other innovative practices or modifications to the specified practices if such practices are thoroughly described and detailed and approved as part of or a supplement to the final plan prior to installation.

A. Minimum requirements for land disturbing activity. The minimum requirements for controlling erosion and sedimentation from land disturbing activity shall be as set forth in the Tennessee Erosion and Sediment Control Handbook, latest edition.

B. Requirements for best management practices. Owners and developers of land-disturbing activities shall implement appropriate erosion prevention and sediment control best management practices (BMPs). BMPs shall be maintained and repaired by the permittee or his/her designee as often as necessary to maintain compliance with the approved plan and this resolution.

C. Technical design criteria. The design of erosion prevention, sediment, and pollution management controls, including BMPs, stabilization practices and structural practices, shall be performed in accordance with criteria and requirements stated in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities, except where more stringent criteria are set forth in this resolution or are required by the Inspector. All controls must be properly selected, installed, and maintained in accordance with the manufacturer's specifications (where applicable) and good engineering practices. Measures selected for erosion prevention and sediment control must be able to slow runoff so that rill and gully formation is prevented. When steep slopes and/or fine particle soils are present at the site, additional physical or chemical treatment of stormwater runoff may be required, and must be fully described on the formal or site plan if required.

D. Priority construction activities. Additional design, installation, inspection, inspection certification, and buffer zone requirements for discharges into impaired or high quality waters that are included in the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities shall be implemented for all priority construction activities, as defined in this resolution.

E. Stabilization of disturbed areas and soil stockpiles. Temporary or permanent soil stabilization measures must be applied to areas subject to land-disturbing activity when and where deemed necessary by the Inspector for the purpose of good soil stabilization practices. Soil stabilization refers to measures which protect soil from the erosive forces of wind, raindrop impact and flowing water, and include, but are not necessarily limited to, the growing of vegetative cover, sod, application of straw, mulching, fabric mats and early application of gravel base on areas to be

paved. Soil stabilization measures should be selected to be appropriate for the time of year, site conditions, and estimated duration of use.

Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased, except in the following two situations:

1. where the initiation of stabilization measures by the fourteenth day is precluded by snow cover or frozen ground conditions, stabilization measures shall be initiated as soon as practicable; or

2. where construction activity on a portion of the site has temporarily ceased and land-disturbing activity will be resumed within fifteen (15) days, temporary stabilization measures do not have to be initiated on that portion of the site. Soil stockpiles not stabilized by vegetation must be stabilized or protected with sediment trapping measures to prevent soil loss.

F. Establishment of permanent vegetation. A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until a ground cover is achieved which, in the opinion of the Inspector, is mature enough to control soil erosion satisfactorily and to survive seasonal weather conditions.

G. Protection of adjacent properties. Properties adjacent to the site of land-disturbing activity shall be protected from sedimentation. This may be accomplished by preserving a well-vegetated buffer strip around the lower perimeter of the land-disturbing activity, by installing perimeter controls such as sediment barriers, filters, dikes, sediment basins, or by a combination of such measures.

H. Timing and stabilization of sediment trapping measures. Sediment basins and traps, perimeter dikes, sediment barriers, and other measures intended to trap sediment on site must be constructed as a first step in grading and be made functional before upslope land-disturbing activity takes place. Earthen structures such as dams, dikes, and diversions must be seeded and mulched within seven (7) days of installation. These measures must be maintained in good working order and must remain in place until such time as the Inspector finds that the area is stabilized.

I. Sediment basins. Stormwater runoff from drainage areas with five (5) acres or greater of area subject to land-disturbing activity must pass through a sediment basin or other suitable sediment trapping facility with equivalent or greater storage capacity as specified in the Tennessee Erosion and Sediment Control Handbook, latest edition. Sediment basins or traps for smaller areas subject to land-disturbing activity may be required where deemed necessary. The sediment basin requirement may also be waived by the Inspector if site conditions do not warrant its construction. *Vegetative measures must be installed from the permanent pool elevation to the top of the berm.*

J. Sodding detention ponds, ditches and drainage swales. Sod shall be used on detention ponds, ditches and drainage swales or if velocities warrant stabilization.

*Stabilization methods other than sod may be approved by the Inspector and/or County Engineer. The owner or developer shall maintain sodded areas until they become established.*

K. *Cut and fill slopes.* Cut and fill slopes must be designed and constructed in a manner which will minimize erosion. Consideration must be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions and other applicable factors. Slopes which are found to be eroding excessively within one (1) year of project completion must be provided with additional slope stabilizing measures until the erosion is corrected. The following guidelines are provided to aid in developing an adequate design for slopes:

1. Topsoil for the area should be stockpiled and then used for replacement on the graded area.
2. Roughened soil surfaces are generally preferred to smooth surfaces on slopes.
3. Diversions should be constructed at the top of long steep slopes which have significant drainage areas above the slope. Diversions or terraces may also be used to reduce slope length.
4. Concentrated storm water should not be allowed to flow down cut or fill slopes unless contained within an adequate temporary or permanent channel, flume or slope drain structure.
5. Wherever a slope face crosses a water seepage plane which endangers the stability of the slope, adequate drainage or other protection should be provided.
6. *Slopes 2:1 or greater shall be stabilized with erosion control matting or other method(s) approved by the Inspector. The owner or developer shall maintain matted areas until permanent vegetation is established.*

L. *Protection of storm sewer inlets.* All existing storm sewer inlets and/or inlets which are made operable during construction shall be protected so that sediment-laden water will not enter the conveyance system without first being filtered or otherwise treated to remove sediment. All new storm sewer inlets should be properly manufactured with precast warnings as to not allow any draining of chemicals, toxic, or hazardous substances due to draining to waters of the state.

M. *Working in or crossing watercourses.* Construction vehicles shall be kept out of watercourses. The channel (including bed and banks) must always be stabilized immediately after in-channel work is completed. Where a live (wet) watercourse must be crossed by construction vehicles regularly during construction, a temporary stream crossing must be provided, the design of which must be approved by the Inspector *and the State of Tennessee, where appropriate.*

N *Underground utility construction.* The construction of underground utility lines shall be subject to the following criteria:

1. Where consistent with safety and space considerations, excavated material shall be placed on the uphill side of trenches.
2. Trench dewatering devices shall discharge in a manner which

will not adversely affect flowing streams, drainage systems or off-site property.

O. Temporary stone construction entrance. Wherever construction access routes intersect paved public roads, provisions must be made to minimize the transport of sediment (e.g., mud) by runoff or vehicle tracking onto the paved surface by clearing the area at the entrance of all vegetation, roots and other objectionable material and placing a *TDOT #1 or #2 (1.5" to 3.5" diameter)* aggregate stone layer at least six (6) inches thick underlain with filter fabric for a minimum of fifty (50) feet from the edge of the hard surface public road. This entrance shall be a minimum of twenty (20) feet in width and shall be maintained for the duration of the project or until a permanent access drive is constructed. *The stone layer shall be replaced or overlain with new stone when necessary to ensure that sediment is not transported off the site.* If sediment is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day or more often if deemed necessary. Sediment shall be removed from roads by shoveling or sweeping and be transported to a sediment-controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

P. Disposition of temporary practices. All temporary erosion and sediment control practices shall be disposed of within 30 days after final site stabilization is achieved or after the temporary practices are no longer needed, unless otherwise directed by the Inspector. Trapped sediment and other disturbed soft areas resulting from the disposition of temporary practices shall be properly disposed of and/or permanently stabilized to prevent further erosion and sedimentation.

Q. Control measure construction and maintenance standards. *The installation and maintenance of erosion prevention and sediment control practices, stabilization practices and structural practices shall be performed in accordance with the standards provided in the Tennessee Sediment and Erosion Control Handbook, latest edition, except where more stringent standards are set forth in this resolution or are required by the Inspector. If periodic inspections or other information indicate that a control measure has been used inappropriately, or incorrectly, the owner or developer must replace or modify the control for relevant site situations.* All temporary and permanent erosion and sediment control practices shall be maintained and repaired as needed to insure continued performance of their intended function.

R. Erosion control before grading begins. Erosion and sediment control practices and measures for the control of other construction related wastes shall be in place and functional before land-disturbing activity begins and shall be constructed and maintained during the entire construction period. Temporary measures may be removed at the beginning of the work day, but must be replaced at the end of the work day.

S. Responsible person. A specific individual shall be designated to be responsible for erosion and sediment control on each site. This individual shall have a minimum training of the Level I - Fundamentals of Erosion Prevention and Sediment Control Workshop sponsored by TDEC or an approved equivalent course. The responsible person must possess a valid certificate of completion.

T. Inspections. The permit holder shall perform inspections of erosion and sediment control practices weekly in dry periods, before anticipated storm events (or a series of storm events as intermittent showers over one (1) or more days) and within twenty-four (24) hours after any rainfall of one-half (1/2) inch or greater within a twenty-four (24) hour period. During prolonged rainfall, daily inspections shall be performed. Erosion and sediment control shall be repaired as necessary. The permit-holder shall maintain on-site a record of such inspections and repairs.

U. Storm water discharge. There shall be no distinctly visible floating scum, oil, or other matter contained in the storm water discharge. The storm water discharge must not cause the receiving stream to change color.

V. Control of other construction related wastes. *Owners and developers of land-disturbing activities shall control other construction related wastes, as defined in this resolution, in accordance with the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities, except where more stringent criteria are set forth in this resolution or are required by the Inspector. The discharge of such wastes in stormwater discharges from a land-disturbing activity shall be prevented or minimized in accordance with the formal or site plan for the site of the activity.*

W. Vegetative buffers during construction. An undisturbed vegetative buffer of a minimum of twenty-five (25) feet (as measured from the top-of-bank) shall be maintained adjacent to all free-flowing waters of the state *during construction*. For bodies of water such as ponds, lakes, etc., an undisturbed vegetative barrier of at least twenty-five (25) feet shall be maintained during construction. The Inspector may allow a variance with mitigation that is at least as protective of natural resources and the environment or where drainage structures and road crossings must be constructed, provided that adequate erosion control measures are incorporated in the submitted plans. The following requirements shall apply to any such buffer:

1. No land-disturbing activity shall be conducted within the buffer, and the buffer shall remain in its undisturbed state of vegetation until all land-disturbing activity on the site is complete and all disturbed areas on the site are stabilized.
2. Nothing contained in this section shall prevent the County from adopting rules and regulations or resolutions that contain requirements that exceed the minimum requirements in this section.

X. Stripping, cleaning and grading to be minimized. Stripping of vegetation, grading, and other development activities shall be conducted so as to minimize erosion. Clearing and grubbing must be held to a minimum necessary for grading and equipment operation. Preconstruction vegetative cover shall not be destroyed, removed or disturbed more than ten (10) calendar days prior to grading or earth moving. Construction must be sequenced to minimize the exposure time of cleared surface areas.

**Section 10. Variances.** The Inspector may waive or modify any of the General Criteria which are deemed inappropriate or too restrictive for site conditions by granting a variance. Variances may be granted in writing under the following conditions:

A. At the time of plan submission, an applicant may request a variance(s) to become part of the final plan. The applicant must set forth the reasons for requesting a variance(s) in writing. Specific variance(s) must be documented on the final plan.

B. During construction, the permit holder may request amendments to the final plan. The amended plan shall be reviewed pursuant to the procedures set forth in Section 6. Until such time as the amended plan is approved by the Inspector, the land-disturbing activity shall not proceed except in accordance with the original final plan. A response in writing for plan review approving or disapproving such request shall be given within ten (10) working days. Without written approval, no amendment shall be considered valid.

**Section 11. Right of Entry.** *The Inspector may enter upon any property which discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system; stream; natural drainage way; or other stormwater system during reasonable hours to monitor, remove foreign objects or blockages, and to inspect for compliance with the provisions of this resolution.*

**Section 12. Final inspection and certification of completion.** Upon completion of the work specified in the final plan, the permit holder shall request a final inspection. Final inspection shall occur within five (5) working days of the request. If upon final inspection, the Inspector finds that the permit holder has complied with the requirements of the final plan and that the project has been completed, the Inspector shall issue a certificate of completion and close the grading permit. Should the Inspector find that there has not been compliance; the Inspector shall notify the permit holder of the reason(s) therefore. The permit holder shall then correct any deficiency(ies) and request a final inspection and issuance of a certificate of completion, or the permit holder shall submit security in the form of a cash deposit, letter of credit or other acceptable form of security guaranteeing completion of the work by a certain date. If the permit holder does not comply with the requirements of the final plan and complete the project, such security shall be forfeited, and the County may use the proceeds of the security to employ a contractor to bring the site into compliance with the requirements of the final plan. Should the Inspector conduct three (3) requested final inspections for the same permit without a certificate of completion being issued, the permit holder shall pay to the county a fee of fifty dollars (\$50.00) for each additional inspection conducted by the Inspector thereafter.

**Section 13. Appeals.** Any applicant or permit holder may appeal any decision or interpretation of the provisions of this resolution by the Inspector to the Blount County Board of Zoning Appeals by filing a petition for review with the board within thirty (30) days of such decision or interpretation. Any person aggrieved by a final decision of the board may seek review by a court of competent jurisdiction.

**Section 14. Civil penalty.**

A. Any person or permit holder who violates any provision of this resolution or any permit condition or limitation or who fails to comply with any order issued by the Inspector shall be liable for a civil penalty of not less than fifty dollars (\$50.00) or more than five thousand dollars (\$5,000.00) per violation and/or failure to comply. Each day during which the violation and/or failure to comply continues shall constitute a separate offense. *See* Tenn. Code Ann. § 68-221-1106(a).

B. The following minimum penalties shall apply to land-disturbing activity which violates any provision of this resolution or any permit condition or limitation:

1. There shall be a minimum penalty of fifty dollars (\$50.00) per day for each violation involving residential construction; and
2. There shall be a minimum penalty of two hundred and fifty dollars (\$250.00) per day for each violation involving land-disturbing activity other than provided in sub-subsection 1. of this subsection B.

C. The Inspector is authorized and empowered to assess a civil penalty against any person or permit holder who violates any provision of this resolution or any permit condition or limitation or who fails to comply with any order issued by the Inspector. Notice of such assessment shall be served upon the person or permit holder incurring the civil penalty in any manner authorized by law.

D. Any person or permit holder incurring a civil penalty may seek review thereof by filing a petition for review with the Blount County Board of Zoning Appeals. If a petition for review of a civil penalty is not filed within thirty (30) days after notice of the civil penalty is served upon the person or permit holder incurring the civil penalty in any manner authorized by law, such person or permit holder shall be deemed to have consented to the civil penalty, and it shall become final. A decision of the Blount County Board of Zoning Appeals may be appealed pursuant to the provisions of title 27, chapter 8 of the Tennessee Code Annotated. *See* Tenn. Code Ann. § 68-221-1106(d).

E. Whenever any civil penalty has become final, the county may apply to the chancery court for the county for a judgment and seek execution on such judgment. Failure to seek review of and/or to appeal a civil penalty shall be treated as a confession of judgment. *See* Tenn. Code Ann. § 68-221-1106(e).

F. In assessing a civil penalty, the Inspector may consider the following factors:

1. The harm done to the public health or the environment;
2. Whether the civil penalty imposed will be a substantial economic deterrent to the prohibited activity;
3. The amount of effort put forth by the person or permit holder incurring the civil penalty to remedy the violation;
4. Any unusual or extraordinary enforcement costs incurred by the County;
5. The amount of penalty established by resolution for specific categories of violations;



**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-1-RURAL DISTRICT 1 TO RAC-RURAL ARTERIAL COMMERCIAL FOR PART OF PROPERTY AT 5140 HIGHWAY 411 SOUTH, TAX MAP 100, PART OF PARCEL 010.00.**

Commissioner Helton made a motion to approve the resolution. Commissioner Harrison seconded the motion.

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

**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-1-RURAL DISTRICT 1 TO RAC-RURAL ARTERIAL COMMERCIAL FOR PART OF PROPERTY AT 5030 HIGHWAY 411 SOUTH FOR A DEPTH OF 500 FEET FROM THE ROAD-RIGHT-OF-WAY, TAX MAP 100, PART OF PARCEL 023.00.**

Commissioner Helton made a motion to approve the resolution. Commissioner Proffitt seconded the motion.

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

**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-2-RURAL DISTRICT 2 TO R-1 RURAL DISTRICT 1 FOR PART OF PROPERTY LOCATED AT 250 ELSIE GROW LANE, TAX MAP 50, PART OF PARCEL 111.07.**

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

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

**IN RE: RESOLUTION ESTABLISHING A WATER QUALITY BUFFER AND RELATED REGULATION OF STREAMS, RIVERS, WETLANDS, PONDS AND LAKES IN BLOUNT COUNTY.**

Commissioner Reeves made a motion to approve the resolution and create an ad hoc committee composed of Justin Teague, Don Headrick, a representative of the Little River Watershed Association, Mark Hasty, Wendy Pitts Reeves and Mike Walker to study the buffer zone regulations. Commissioner Ballard seconded the motion.

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

**IN RE: RESOLUTION TO ADOPT THE STRATEGIC ECONOMIC DEVELOPMENT PLAN and RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS.**

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

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

**IN RE: GROWTH MANAGEMENT PROGRAM.**

Commissioner Samples made a motion to work with the Foothills Land Conservancy on a growth management program and work with the Budget Committee on funding for the program. Commissioner Reeves seconded the motion.

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

**IN RE: BLOUNT COUNTY GASOLINE TAXES.**

Commissioner Samples made a motion to table the item for one month. Commissioner Walker seconded the motion.

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

**IN RE: RESOLUTION OF SUPPORT FOR SCHOOL RESOURCE OFFICERS IN BLOUNT COUNTY SCHOOLS.**

Commissioner Samples made a motion to approve the resolution and to request that the Purchasing Agent send out a non-binding Request for Proposals for security in our schools with one security person in each school. Commissioner Melton seconded the motion.

Commissioner Ballard made a motion to amend to have a separate cost center (54120 special patrols, 54710 public safety grants program, or 54900 other public safety) for 21 School Resource Officers. Commissioner Murrell seconded the motion.

## Discussion/Possible Action

### Local Option Sales Tax

The motion was made by John Keeble and seconded by Mike Lewis to forward to the full Commission a resolution that would send out for referendum the issue of levying an additional sales and use tax in Blount County. The motion passed.

### Travel Process

The motion was made by Steve Samples and seconded by Mike Lewis to have the Budget Director and I.T. prepare a proposal to revamp the process of authorizing travel expense and reimbursement and report back to the committee at the September meeting. The motion passed.

### Travel Policy

The motion was made by John Keeble and seconded by Mike Lewis to have the budget office contact CTAS to see what other Tennessee counties are paying for mileage and bring back to the September budget meeting. The motion passed.

### Growth Management

It was decided that Mayor Cunningham will discuss the growth management issue with Bill Clabough of the Foothills and Conservancy group and ask him to report on options for the next budget year.

Meeting adjourned 6:02 P.M.



**BUDGET COMMITTEE/PURCHASING COMMISSION MEETING**

**Monday, September 8, 2008 – 5:00 p.m.**

**Room 430, Blount County Courthouse**

**Minutes**

**Members Present:** Kenneth Melton, Steve Samples, Mike Lewis, John Keeble, Dave Bennett (ex-officio)

**Members Absent:** Mayor Jerry Cunningham



**Purchasing Commission Items**

**Information Only**

A copy of awarded bids was submitted for information only.

**Approval of Minutes**

The motion was made by Mike Lewis and seconded by John Keeble to approve the minutes from the August 11, 2008 Budget Committee/Purchasing Commission Meeting. The motion passed.

**Transfers**

**Soil Conservation**

The motion was made by John Keeble and seconded by Kenneth Melton to approve a budget transfer for the Soil Conservation Department in the amount of \$8,637.28 to bring the department head salary up to what other department heads are receiving. The motion passed.

**Increases/Decreases**

(all budget increases and decreases are forwarded to the full Commission for approval)

The motion was made by Mike Lewis and seconded by Kenneth Melton to approve a budget increase for the Tourism Department in the amount of \$10,075 to take advantage of a sponsorship opportunity during the 75<sup>th</sup> Anniversary of the Smoky Mountain Park Service. The motion passed.

The motion was first made by John Keeble and seconded by Kenneth Melton to approve a budget increase for the School Department in the amount of \$24,000 in order to make funds available for public school choice at Union Grove Middle School and in accordance with NCLB legislation. The motion was then revised to a reduced amount of \$8,000 by a motion from Mike Lewis and a second by Kenneth Melton. The motion passed with the increase amount at \$8,000.

**Unfinished Business**

**Mileage Reimbursement Rate**

The motion was made by Kenneth Melton and seconded by Mike Lewis to remain at the state allowed rate for travel reimbursement. The motion passed with 3 yes, 1 absent, and 1 opposed.

**Growth Management**

The issue of growth management will be addressed at the October Budget Committee meeting with Mr. Bill Clabough of the Foothills Land Conservancy to speak.

**Fuel Tax Revenue**

At the August meeting, Superintendent Bill Dunlap and the Budget Committee were to obtain information from the state regarding total amount of fuel tax revenue collected in Blount County and how the State disperses it. The State has been contacted and information requested. To date, the information has not been received.

**Meeting adjourned 5:41 P.M.**

## **Mission Statement of the Foothills Land Conservancy**

**To work with public agencies, preservation and conservation-oriented organizations, property owners, and the interested public to encourage the preservation of natural and productive lands which contribute to the unique character and heritage of the foothills of the Great Smoky Mountains. The corporation will work to protect, preserve or enhance the land, water, geological, biological, historical, architectural, archeological, cultural or scenic resources of the foothills area and productive values of such lands.**

## **What Is a Conservation Easement?**

(Extracted and edited from Chapter 2, The Conservation Easement Handbook, pp15-25)

A conservation easement is a legal contract between a landowner and an eligible organization (government agency or non-profit organization) that restricts activities that may take place on a property in order to protect the land's conservation values. The specific rights a landowner gives up and retains are spelled out in detail in the document. The owner and the prospective easement holder identify the conservation values of the property, and then decide which uses and activities need to be restricted to protect those values. When an easement is signed and recorded, the owner (grantor) conveys the right to enforce these restrictions to a qualified recipient (holder or donee).

Why do landowners donate or sell conservation easements? Love of the land, protection of resources, keep the land in the family, tax benefits, etc.

Why do conservation organizations acquire easements? To protect land without having to own it; protecting land from real estate development; preserving ecological, open space, recreational, and other values; avoiding up-front fee simple costs (though long term stewardship costs of managing and enforcing an easement must be considered).

What kind of property can be protected by an easement? Properties with significant conservation or historic preservation values, provided there is a qualified recipient and steward.

Who can grant an easement? Any owner(s) of properties with significant conservation or historic preservation values. If there is a mortgage on the property, the owner(s) must obtain a consent from the lender so that the lender cannot extinguish the easement in the event of foreclosure. Mortgage subordination is required to qualify for a federal income tax deduction.

How restrictive is an easement? To the degree necessary to protect the conservation values of the property—or, as strict as you want it beyond that.

How long does an easement last? In perpetuity; that is, forever. It runs with the land, meaning that the original owner and all subsequent owners are bound by its restrictions. Since the easement is filed with county government, it is attached to the deed to the property and each new owner receives a copy of it.

Must an easement allow public access? That is up to the donor, but if the purpose of the easement is one of public recreation or education, the IRS requires that the public have access if income tax benefits are to be taken.

What are the easement holder's responsibilities? To enforce restrictions; to visit the property regularly to monitor its conditions and to ensure that the easement's terms and conditions are being met; to review activities called for in the easement document.

Can donating an easement reduce a landowner's taxes? Under the right conditions, it can reduce income taxes, estate taxes, and property taxes. Seek the counsel of a tax attorney.

What happens to the easement if Foothills Land Conservancy goes out of business? A backup holder that agrees to take the easement may be named in the easement document. If not, the attorney general of the state of Tennessee finds a qualified non-profit organization (usually another land trust) as recipient. There are other such groups in Tennessee.

CHARTER OF INCORPORATION OF  
FOOTHILLS LAND CONSERVANCY

The undersigned hereby apply to the State of Tennessee for a Charter of Incorporation and submit the following information as required by the Public Acts of 1968, Chapter 523, Section 1 (2.02), Tennessee Code Annotated, Section 48-202.

ARTICLE I.

The name of the corporation is to be FOOTHILLS LAND CONSERVANCY.

ARTICLE II.

The duration of the corporation is to be perpetual.

ARTICLE III.

The business address of the corporation shall be Harris Road, Rockford, Tennessee 37853, and the mailing address of the corporation shall be P. O. Box 1134, Maryville, Tennessee 37802.

ARTICLE IV.

The corporation is not for profit.

ARTICLE V.

The objectives and purposes for which the corporation was organized shall be as follows:

1. To work with public agencies, preservation and conservation-oriented organizations, property owners, and the interested public to encourage the preservation of natural and productive lands which contribute to the unique character and heritage of the foothills of the Great Smoky Mountains. The corporation will work to protect, preserve or enhance the land, water, geological, biological, historical, architectural, archeological, cultural or scenic resources of the foothills area and productive values of such lands in a manner consistent with its purpose and the purposes reflected in Tennessee Code Annotated, Section 64-9-301, et seq. and in conformance with Section 501(c)(3) of the Internal Revenue Code.
2. To identify such areas and their significant characteristics based upon adopted public policies and information from recognized authorities and to investigate alternative measures for protection and managing their important characteristics.
3. To acquire, through gift, sale or other lawful means, interests in real property as necessary and convenient to protect such characteristics, which may include but are not limited to agricultural productivity, ecological integrity, historic character, or managed public access.
4. To monitor, and where appropriate to manage directly, the real property interests acquired by the corporation in a manner consistent with its purposes, and with the protection of private property rights, and with applicable laws and regulations of all governing jurisdictions.
5. To exercise all the power enumerated in Tennessee Code Annotated, Section 48-101, et seq. to achieve the objectives of the corporation.

ARTICLE VI.

The corporation shall have members.

ARTICLE VII.

Notwithstanding any other provision of these Articles, the purposes for which the Foothills Land Conservancy is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 and with the corresponding provision of any future United States Internal Revenue Law.

ARTICLE VIII.

Notwithstanding any other provision of these Articles, this organization shall not carry on other activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or with the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these Articles, no substantial part the activities of this corporation shall consist on carrying on propaganda, or otherwise attempting to influence legislation and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE IX.

The properties and assets of this non-profit corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall enure to the benefit of any private person or individual, or any member, office, or director of this corporation. On liquidation or dissolution, all assets, properties and obligations shall be distributed and paid over to an organization dedicated to similar charitable purposes, provided that organization continues to be dedicated to the exempt purposes as specified in Section 501(c)(3) of the Internal Revenue Code.

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GAIL HARRIS, INCORPORATOR

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GARLAND DELOZIER, INCORPORATOR

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FRANK WEIR, INCORPORATOR

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MARTHA BLACK, INCORPORATOR

## Summary of Conservation Options

### **Conservation Easement**

Legal agreement between a landowner and a land trust that restricts the amount and type of development that can occur on the land and permanently protects the property's conservation values. Landowner continues to own, use and live on the land. Potential income and estate tax benefits.

### **Fee Simple Ownership**

The landowner grants all his right, title and interest in the property to the land trust. Land trust owns and manages land. Potential income and estate tax benefits.

### **Undivided Partial Interests**

The landowner grants a shared, percentage ownership in the property to the land trust over several years until the land trust has full ownership. Land trust eventually will own land, but joint ownership in interim. Potential income tax deductions spread over several years. Estate tax benefits.

### **Devise**

Land is conveyed to land trust at death of the landowner through the landowner's will. No income tax benefits, but estate tax benefits remain.

### **Remainder Interest/Reserved Life Estate**

The landowner conveys the land to the land trust, but continues to live on or use the property until his or her death. "Remainder interest" in property then reverts to land trust. Limited income tax benefits; full estate tax benefits.

### **Bargain Sale**

Land or conservation easement is sold to land trust for less than fair market value. Potential income and estate tax benefits.

### **Right of First Refusal**

The landowner agrees to grant the land trust the right to meet any bona fide offer to purchase the property.

### **Lease**

Land is leased to a land trust or an individual for a specified period of years. Restrictions are placed on its use during that time period, effectively postponing development. No income or estate tax benefits.

### **Deed Restrictions**

Terms are placed in the deed to the property that restrict certain uses of the real estate by subsequent owners. No income tax benefits; possible estate tax benefits.

**Mutual Covenants**

Several landowners mutually agree to restrict their land. May not involve a land trust. Not necessarily permanent or binding on future owners. No income or estate tax benefits.

**Management Agreement**

The landowner and the land trust enter into a generally informal contract concerning how the property's natural resources are to be managed.

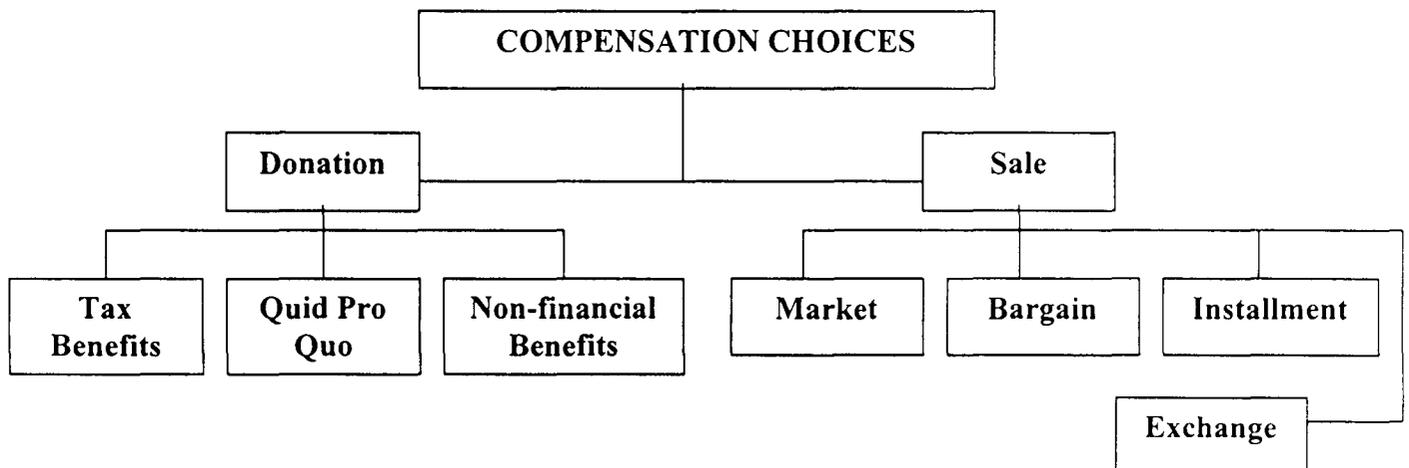
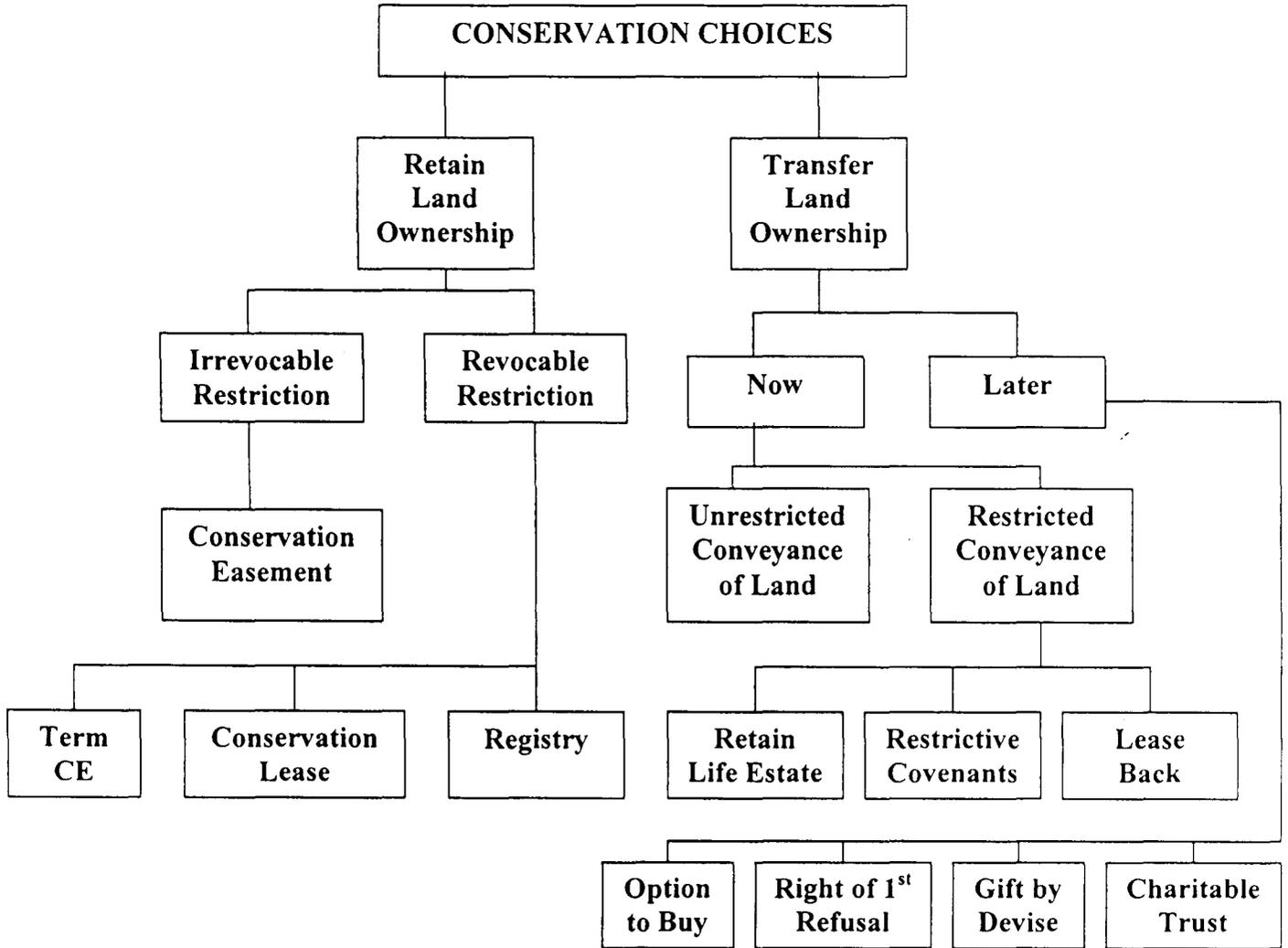
**Registry Programs**

The landowner enters into a legally non-binding agreement to protect the conservation values of his or her land, and the land trust recognizes the arrangement with a certificate, plaque, etc.

**Landowner Contact**

The land trust notifies the landowner of the unique conservation values of his or her property.

# LANDOWNER'S OPTIONS



## Conservation Values - Conservation Purposes

Preservation of the Property for outdoor recreation including hiking, camping, nature observation, fishing and other recreation, or for the education of the general public

Preservation of the Property as open space for the scenic enjoyment of the general public, which, if preserved, will advance a clearly delineated Federal, State, and local governmental conservation policy and yields a significant public benefit

Preservation of the Property as a relatively natural habitat of fish, wildlife, and plants or similar ecosystems subject to good conservation management practices

Preservation of an historically important land area or a certified historic structure

*The four Conservation Purposes set forth above are paraphrasing of those found in the Internal Revenue Code and Regulations. At least one of these must be satisfied in order that a Conservation Easement qualify for a tax deduction, and should be recited in the document. It is essential that at least one of these be the result of the Conservation Easement. Merely reciting these does not assure that the rest of the easement document actually accomplishes these goals, just as merely reciting these does not assure qualification for a tax deduction.*

*The further provision set forth below seems to find its way into lots of our Conservation Easements. It's noble, but it is not a basis for a tax deduction. That does not mean it shouldn't be used, but please remember that if a tax deduction is a goal, the easement must accomplish one of the four purposes set forth above.*

Preservation of the Property from Development Pressure which is rapidly taking place on surrounding lands

*The specific language from the Internal Revenue Code is:*

Conservation **purpose defined.--**

**(A) In general.--**For purposes of this subsection, the term "conservation purpose" means--

- (i) the preservation of land areas for outdoor recreation by, or the education of, the general public,
- (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,
- (iii) the preservation of open space (including farmland and forest land) where such preservation is--
  - (I) for the scenic enjoyment of the general public, or
  - (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or
- (iv) the preservation of an historically important land area or a certified historic structure.

## **CONSERVATION EASEMENTS** **HELPFUL INFORMATION FOR PROPERTY OWNERS**

**Step 1.** **Tour the property with the owners and Foothills Land Conservancy's representative.** This visit will give the property owner and Foothills Land Conservancy ("FLC") representative an opportunity to review the property and discuss conservation options. This visit gives the property owner ample time to ask questions to see if his or her interests in conserving the land can be met by FLC.

**Step 2.** **FLC will review the request with its Land Protection Committee.** The Land Protection Committee reviews all potential land protection projects with the staff to determine if it is appropriate for FLC to pursue the easement.

**Step 3.** **The property owners are strongly advised to consult with legal and tax advisors.** It is the property owner's responsibility to review the legal and financial implications of donating an easement on their land. FLC can provide the owner with a list of local advisors familiar with the process, but the landowner must pursue those advisors independent of FLC and obtain the best advice for his or her personal situation. **FLC DOES NOT PROVIDE TAX OR LEGAL ADVICE.**

**Step 4.** **Compile a baseline documentation report of the property.** Many of the easements that FLC accepts are conservation easement donations and may qualify as a charitable tax donation by the property owner to FLC, a non-profit organization. The Internal Revenue Service ("IRS") requires a record of the condition of the property at the time of the donation. This is the baseline documentation report. It will include photographs, surveys, and other important information to represent the property fully. An FLC representative will complete this study and compile a record of the property during site visits with the property owner. The services of outside experts in disciplines such as botany, zoology, archaeology, hazardous materials, or other pertinent environmental matters may be needed, in which case(s) the property owner will be asked to underwrite the costs of such services. This baseline documentation will be used by FLC to fulfill its stewardship responsibilities and ensure that the wishes of the property owner are maintained in the future.

**Step 5.** **Provide title information to FLC.** FLC will need title information to identify the owners of the property and the legal description of the land to be included in the conservation easement. It also identifies any liens or mortgages

that may exist on the property. The property owner must provide all the necessary ownership information to FLC.

**Step 6. Obtain a mortgage subordination.** If the property is subject to a mortgage, the property owner is responsible for obtaining a subordination agreement from the lender in order for FLC to accept the easement. FLC is not able to accept the donation of conservation easements without this agreement from the lender. FLC will assist the property owner in explaining to the lender the benefit of the easement to the community at large and the charitable purpose of the donation, but the ultimate responsibility for obtaining a subordination agreement lies with the property owner.

**Step 7. Negotiate the restrictions and draft the easement.** Throughout the steps listed above, the property owner and FLC will have developed a good idea of what type of activities will be restricted by the easement, and how the property owner has specified continued use of the land. At this time, a draft easement will be prepared. Legal advisors of the property owner and FLC will review the document to be sure both interests are served. As this is a legal document that will be attached to the deed of the property forever, careful discussion and scrutiny are critical to ensure the satisfaction of both parties with the long term effects of the conservation easement.

**Step 8. Obtain a qualified appraisal.** An accurate appraisal is key to understanding what the conservation easement is worth as a donation to FLC. Obtaining the appraisal is solely the responsibility of the property owner. The final appraisal will be based on the restrictions placed on the property in the conservation easement document. The property owner may want to consult with his or her qualified appraiser early in the process to get a general understanding of the value of the restrictions under discussion. An appraisal is not a requirement for the donation of a conservation easement; however, if a tax deduction is one of the intended consequences of the donation of the easement, a proper appraisal performed by a qualified appraiser in a timely manner is an absolute necessity, as is completion of the proper IRS documents.

**Step 9. Formal acceptance of the conservation easement by the Board of Directors of the Foothills Land Conservancy.** The Board of Directors is authorized and required to approve the receipt of the conservation easement donation. The Board meets regularly (monthly or bi-monthly) to review activities of FLC and to accept conservation easements. The Board is not required to accept all easements. Only those easements that meet FLC criteria are accepted by the Board. This is why working closely with FLC staff during the

development of the easement document is so important

**Step 10. Sign and record the easement.** When all the parties have agreed to all the terms and the wording of the easement, it is time for those parties to sign the document. The owners will sign the document, as will the authorized representative for FLC. The conservation easement is then recorded at the county courthouse in which the property lies and becomes a part of the deed to the land. The conservation easement forever and will be part of every sale or transfer of the property from the day of recording forward.

**Step 11. Stewardship of the conversation easement.** FLC is responsible for monitoring the specifics of the conservation easement from the date of recording on. This usually means an annual visit by an FLC representative to review the land with the property owner. A more complex conservation easement may require more frequent monitoring. Following any subsequent sale of the property, an FLC representative should be contacted by the new property owner to review the stewardship responsibilities as set out in the conservation easement.

**Step 12. Stewardship endowment.** The Board of Directors of FLC expects a stewardship contribution from each easement donor for each conservation easement accepted by FLC. The stewardship funds assist in the funding of the perpetual stewardship responsibilities of FLC to protect the land as specified in the conservation easement.

## Summary Outline

The Growth Management Advisory Committee was commissioned by the County Public Service Committee and approved by the Blount County Commission in June 2007. The charge of this committee was to recommend a program or process plus funding sources in order to procure development rights of farmland and open green space.

Blount County has 352,000 acres of which 153,000 acres are farmland. There are approximately 2900 parcels of which 15 acres or more are in the greenbelt classification. This committee feels that the commission's timing and direction is right on target in looking for ways to preserve the rural character of Blount County at the request of our citizens.

As we prepare this report, the committee has conducted sixteen meetings and has met with fourteen individuals who have the knowledge and experience to draw from. We have attended two seminars given by nationally recognized individuals plus have conducted a huge internet search of the counties and states in this United States for land procurement.

This report identifies the individuals we have met with and the information gathered. This report also includes facts & figures on tourism, growth and incentives for individuals who want to sell their development rights, funding options and a guideline to put the organizational structure in place. Informational maps are attached to this report.

This report provides a prioritized list of funding options that exceeds (conservatively) \$1.7 million dollars that the commission could utilize. These funding vehicles provide new and innovative means for funding a program of this nature. The commission can vote to task this committee with implementing the next step in the process or establish a new committee who can follow the guidelines in this report, if they choose to, in order to set up the proposed organizational structure. The committee recommends establishing a non profit foundation similar in nature to The Legacy Parks Foundation in Knoxville, Tennessee. With a conservative figure of \$1.7 million dollars in funding identified in this report and \$300 million annually that are available in Federal & State Grants, the committee feels there is every reason to believe this program should succeed if allowed to move forward.

This committee thanks the commission for showing faith in the GMAC and the perspectives of Blount County Citizens. This allowed the committee to formulate this report in order to preserve Blount County's local heritage, environment, open green space, local economy and rural character of Blount County for current and future generations.

## **Growth Management Committee Mission Statement**

The Blount County Growth Management Committee (GMAC) is a civilian organization that will facilitate information to the Blount County Public Service Committee and the Blount County Commission. The GMAC objective is to develop and recommend a program or process for the procurement of Development Rights for identified green space within Blount County.

### **Sources of Information**

1. Bill Clabough = Foothills Land Conservancy
2. Billy Minser = Foothills Land Conservancy
3. Ed McMahon = Conservation Funds “American Greenways Program” & Author
4. Terron Hillsman = USDA Department of Natural Resources Conservation Services
5. Cheri Cruze & Karen Bailey = Cruze Farm Easement
6. Gerry Cohn = American Farmland Trust
7. Liz Upchurch = TVA Watershed Operations
8. Keri Johnson = TVA Little Tennessee Watershed Team
9. Gregg Babbitt = Tennessee Stream Mitigation Program
10. Wally Adkins = Tennessee Wildlife Resources Agency
11. Pete Clausson = Heritage Conservation Trust Fund
12. Carol Evans = Legacy Parks Foundation
13. Joe Huff = Maryville & Alcoa Parks & Recreation
14. Herb Handley = Smokey Mountain Convention & Visitors Bureau
15. Internet Research

### **Tourism Facts & Figures**

- The Visitors Bureau was established in 1979.
- They use brochures, print ads, TV & radio spots, billboards and are moving towards the electronic future with an expanded web site.
- 50% of the business is generated around the airport motel/hotels and is mostly business people or travelers.
- The hotels/motels around Townsend generate the other 50% which is mostly tourists but they are now focusing on getting business people for meetings and conventions.
- Pigeon Forge & Gatlinburg were formerly Blount County’s main competition but Chattanooga & Myrtle Beach are now pulling people away because of the internet.
- There will be an estimated \$4,000,000.00 collected in sales tax from tourist related businesses in Blount County this year and an additional \$650,000.00 coming from the hotel/motel tax.
- A U.T. study shows that the tourist sector of Blount County employs more than 2800 individuals with an annual payroll of \$69, 000,000.00.
- Tourists spend more than \$250,000,000.00 annually at these businesses.

It is clear to the committee that a PDR program will enhance the Visitors Center and tourism in Blount County by maintaining the rural character that draws the people here.

## **Growth Figures**

- Population in 1970 = 63,744
- Population in 1980 = 77,700 = 22% Increase
- Population in 1990 = 85,969 = 10.5% Increase
- Population in 2000 = 105,823 = 23% Increase
- Estimated population in 2010 = 126,900
- Estimated population in 2020 = Between 130,000-148,000.
- Estimated population in 2050 = Between 145,000-203,000.
- Calculated growth rate from 2000-2010 = 20%

The population explosion over the past two decades reconfirms the need to put a PDR/TDR program in place rather than later in order to protect the reason most of us settled here, for the rural character and the natural unencumbered beauty of Blount County.

## **Gerry Cohn's Six Step Protection Program**

- Making the case to the public.
- Providing Tools (Information) to the landowners.
- Profitability, marketing and agricultural sector infrastructure.
- Planning/Legal/Regulatory framework.
- Protecting the land.
- Recourses, raising the money and linking to more expertise.

The steps above would protect wildlife, water quality, produce fresh food products, protect rural heritage, promote tourism and stabilize the economy.

## **Liz Upchurch's Overview**

- Develop a vision and specific goals for the green space infrastructure.
- Identify areas to conserve.
- Set priorities for land conservation based on goals set.
- Identify land conservation strategies and tools.
- Seek review and input.
- Adopt and implement plan.
- Develop regulations such as buffer, transfer or PDR rights.
- Establish incentives for tax benefits, density bonuses or reduced infrastructure.

This is very similar or we should say it coincides with Ed McMahon's six step approach. While moving forward with this plan, remember, the greener we get, the better the environment will be around us.

## **Incentives for PDR/TDR**

- You can sell a portion of the development rights or all of it.
- Your land is forever farmland, forest or open space but you'll receive a fair price for the development rights.
- You avoid legal battles with family members on what to do with the property.
- You can set aside an acre or so each for your loved ones in the agreement.
- You can restrict clear cutting of your forest land.
- You can protect the natural wildlife, fish, plants or similar ecosystem on your property.
- You can provide outdoor recreational or educational use for the general public.
- It preserves open space which yields a significant public benefit.
- It preserves properties of historical importance, land areas or certified historic structures.

Bottom-line, the landowner can draw up the PDR agreement that satisfies his or her specifications and needs upfront while receiving financial value to support them.

## **Funding Options**

The following are the GMAC's suggestions and innovative ideas in seeking funding for this program as set forth by our mission statement and the charge from the Commission.

### **1. Motel & Hotel Tax**

- The committee recommends a 1% increase on the tax rate from 4% to 5%.
- The committee estimates this would bring in an additional \$400,000.00.
- .5% of the recommended increase would go to the purchase or transfer of property development rights.
- .5% of the recommended increase would be divided up just as the present 4% rate is. 50% to advertising. 37.5% to the county general fund. 12.5% to the Smokey Mountain Convention & Visitor's Bureau.
- We're assuming the Smokey Mountain Convention & Visitor's Center will stand by this action since it would increase their business revenue.
- Presently Knoxville & Chattanooga are at 8%.
- Pigeon Forge & Gatlinburg are presently at 3% but the additional taxes they have in place would bring their rate to over 5%.

The committee believes that because this revenue is generated from tourism, this money is the perfect fit for preserving the rural character of Blount County.

### **2. Real Estate Transfer Fee,**

- The committee recommends implementing this fee at a \$100.00 per \$100,000.00 value sold.
- The recorder's office expenses for this program would be extracted from this fee.
- The remaining revenue would go for procurement of development rights.
- This would only impact individuals who have sold or are transferring property.
- A private act would have to be established and approved to implement this.
- There were 5630 property transfers in 2007.

This fee fits into the charge the committee was given since it the income would be generated from land sales.

### **3. Alternative or Option on Recording/Transfer Fee.**

- Amend Chapter 370 of Blount County, a private act established in 1972.
- The committee recommends raising all transfer fees to \$5.00 versus the existing \$1.00 fee per transfer which would generate approximately \$175,000.00.

### **4. Set Aside one Cent on the Tax Rate.**

- The committee suggests that the budget committee set aside one cent on the tax rate for procuring development rights.
- This would be about \$255,000.00.
- This would be enough to put a structure in place to oversee land procurement and move it forward. Structure will be discussed in another section.  
The committee believes once the proper structure is approved and put into place, the program would become self sufficient.

### **5. Greenbelt Roll Back Taxes**

- This is land that is presently placed in greenbelt for a tax break under Tennessee law.
- From 2002-2006, land sales out of the greenbelt generated an average revenue of \$116,110.00 per year.
- The committee is requesting a percentage of this revenue go for procuring development rights.
- According to data from the planning department, it is stated that it takes a property forty years to break even on the cost of a development because of the high cost of infrastructure and the services needed.
- Farm land maintains the rural character of the county and puts less strain on the services provided by the county.
- Presently there are 1302 farms in Blount County which total 105,148 acres.
- 2002 records show that there are 619 full time farmers in Blount County with the average age being fifty-seven.
- 2002 records show market value of crops produced is \$15,000,000.00. Value of livestock sold is \$9,352,000.00. Total value is over twenty-four million dollars.

The committee feels these taxes are related to the specific charge we were given and should be considered for maintaining green space in the county. This would also help keep the service cost for Blount County under control and preserve our farmland.

### **6. One Half Percent Increase on the Sales Tax.**

- The committee recommends that the county take the sales tax from 9.25% to the limit of 9.75% because it's the committees understanding that the state may consider taking this revenue unless the county acts first to secure it. We feel the funds need to stay in Blount County.
- We suggest that 50% of the half cent increase go for our PDR/TDR program and the other half to the schools.

### **7. Donation Box on Property Tax Bill.**

- Administered by the Trustee's office.
- Every individual property owner would be given the opportunity to check the box if they so desire and add any amount they choose to go towards the PDR/TDR program.
- This would be voluntary only.
- Would require marketing and promotion once organizational structure is in place.
- Funds collected would only be used for the PDR/TDR program.

The committee feels this provides an avenue for all the property owners of Blount County who want to be involved, to step up and protect the rural character of the county.

### **8. State License Plate.**

- Seek approval from the state to develop a plate for this program.
- We must have a minimum of 1000 individuals who are willing to purchase this plate.
- There are roughly 130,000 vehicles in Blount County to draw from.
- This program opens the availability of grant money through the agricultural license tag that is already in place.
- This program could generate in upwards of \$31,000.00 per year.

The committee feels this is just another way for the citizens to show their true feelings on preserving the green space and can be extended to visitors throughout the state.

### **9. Wheel Tax**

- If the county chooses to institute a wheel tax, the committee recommends 15% go for the PDR/TDR program.
- This allows all non-property owners that live and drive in Blount County (An estimated 29%) to share in the cost of the PDR/TDR program.

### **10. Wind-Fall Revenue**

- The county passes a balanced budget each year that goes into effect July 1 of each year.
- The committee is suggesting that the PDR/TDR program receive 10% of any revenue that exceeds the estimated revenue for each fiscal year.

## **Federal and State Grant Opportunities**

1. USDA-NRCS: American Farmland Trust "Farm & Ranch Land Protection Program" \$72 Million Annually
2. State of Tennessee: Heritage Conservation Fund, \$10 Million State Set Aside Annually
3. State Department of Agriculture: Agriculture Tag Grants
4. TWRA & NRCS: Wetland Reserve Program, \$227 Million Annually

## **Organizational Structure**

It is the recommendation of this committee that a nonprofit organization be established similar in nature to the Legacy Parks Foundation in Knoxville, Tennessee. The organizational structure and implementation of such an organization could be established through a volunteer committee similar to the present GMAC committee or a subset of the commission. The success of a preservation entity that can produce PDR agreements, obtain grant funding (Federal & State grants equal \$300 million annually), work with inter-government groups, market, promote an ultimately manage a PDR/TDR program of this magnitude would require a full time individual.

In addition, it is the belief of this committee that this individual should not be a government employee. This recommendation also encompasses establishing a collective pool of funding for the start up of this organization. This funding would consist of \$100,000.00 annually for twenty-four months and would be subsidized by the Blount County Commission, City of Maryville and the City of Alcoa.

The nonprofit organization would then use a compilation of the aforementioned funding mediums provided by this committee in order to grow the program and achieve sustainability.

- The committee feels that once funding is approved, the above suggestions can be implemented in a reasonable timeframe. Any or all funding that is approved would go into a separate fund and could not be drawn from until the structure is in place and approved.
- If the program fails to move forward, the procurement fund would go back in the general fund. The committee feels this program could be self sufficient within 24 months.

## **Closing Summary**

The committee encourages our public officials and citizens to read this carefully and please don't be afraid to ask questions for complete clarification and understanding.

The committee thanks the commission for this opportunity to serve you and the citizens of Blount County in an effort to preserve our rural character and natural beauty which is the foundation of this county.

The committee encourages the citizens & commission to continue to support this and move it forward to preserve the present and have it available for future generations to see and enjoy.

Respectfully Submitted,  
Growth Management Advisory Committee

### **Committee Members:**

Bill Newby  
J.C. Franklin  
Doug Gamble  
Glenda Eastridge  
Ken Voorhis  
Bruce Guillaume  
C. Johnathan Sitzlar- Chair

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners Gary Farmer and Scott Helton

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, SECTION 9.10 A to add office of a physician, dentist, or other similar medical professional to the list of permitted use in the RAC zone.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19<sup>th</sup> day of February, 2009:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

That Section 9.10 A be amended to read as follows:

**9.10 A.** Permitted Uses: General retail sales and rental of goods and merchandise; Restaurants; bed and breakfast, *office of a physician, dentist, or other similar medical professional*; campgrounds; Golf driving ranges, miniature golf courses, and similar uses; Kennels and veterinarian services; Miscellaneous public and semi-public facilities including post offices; Commercial greenhouses; Churches, temples and similar places of worship with accessory structures, uses and cemeteries; Golf courses; Commercial cemeteries not associated with any on site place of worship; any use permitted or listed as permissible as a special exception in Sections 9.2.A and 9.2.B.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

# Memo

To: Blount County Planning Commission  
From: Roger D. Fields  
CC: Other commission members  
Date: January 6, 2009  
Re: Zoning Amendment for the RAC.

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## Back Ground:

1. Last month I brought up discussion about medical offices being permitted in the RAC zone. A property owner along 411 South had discussed the possibility with me and at this time it would be a use that can not be permitted. At last months meeting I was ask to bring a possible amendment to allow such uses in the RAC zone, for review and possible action. Below you will find a possible amendment that came from last month's discussion.

## **Possible amendment to section 9.10 A.**

A. Permitted Uses: General retail sales and rental of goods and merchandise; Restaurants; bed and breakfast, *office of a physician, dentist, or other similar medical professional*; campgrounds; Golf driving ranges, miniature golf courses, and similar uses; Kennels and veterinarian services; Miscellaneous public and semi-public facilities including post offices; Commercial greenhouses; Churches, temples and similar places of worship with accessory structures, uses and cemeteries; Golf courses; Commercial cemeteries not associated with any on site place of worship; any use permitted or listed as permissible as a special exception in Sections 9.2.A and 9.2.B.

# Think Quality - Think Future

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## Blount County Planning Department

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e-mail - [planning@blounttn.org](mailto:planning@blounttn.org)

on-line - [www.blounttn.org/planning/](http://www.blounttn.org/planning/)

**TO:** Blount County Commission

**FROM:** John Lamb

**DATE:** December 2, 2008

**SUBJECT:** Recommendations for zoning regulation amendments from the Blount County Planning Commission.

The Blount County Planning Commission recommended the following two amendments to the zoning regulations. To proceed, the two amendments will need to be published for public hearing at least 15 days in advance of vote. The notice and public hearing can be accommodated at the January 6 workshop meeting, with vote at the January 15 regular meeting. Upon setting of public hearing, staff will put the recommendations into resolution form.

Recommendation 1. That Section 9.10.A Uses Permitted in the RAC-Rural Arterial Commercial zone be amended by addition of the following wording to present text: office of a physician, dentist, or other similar medical professional.

Recommendation 2. That Section 7.3 D of the zoning regulations concerning Planned Unit Developments be amended to read as follows:

D. Density, lot size and setback requirements.

(1) For other than R-2 zone provisions for development at .33 dwelling units per acre, the density, lot size and setback requirements of the district shall apply to any planned unit development, provided that such requirements may be varied under the following conditions and limitations: the overall required density of development by use is maintained; no subdivided lot is less than one-half the

minimum applicable lot size by use within the district; setbacks on the perimeter of the planned unit development are maintained at district minimum or greater with no variation; and no principal structure is located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

(2) For R-2 zone developments allowed at .33 dwelling units per acre and not served by public utility water and/or public utility sewer, or served by private gravel roads, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 1.5 acres, a minimum of 35 percent of gross land area for open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

(3) For R-2 zone developments allowed at .33 dwelling units per acre and served by public utility water and public utility sewer and roads paved to design standards of the Subdivision Regulations, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 30,000 square feet (0.69 acre), a minimum of 35 percent of open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

**RESOLUTION No. \_\_\_\_\_**

**Sponsored by Commissioners Gary Farmer and Scott Helton**

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, SECTION 7.3 DENSITY AND LOT SIZE REQUIREMENTS.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19<sup>th</sup> day of February, 2009:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

That Section 7.3 be amended to read as follows:

**7.3 D. Density, lot size and setback requirements.**

- (1) For other than R-2 zone provisions for development at .33 dwelling units per acre, the density, lot size and setback requirements of the district shall apply to any planned unit development, provided that such requirements may be varied under the following conditions and limitations: the overall required density of development by use is maintained; no subdivided lot is less than one-half the minimum applicable lot size by use within the district; setbacks on the perimeter of the planned unit development are maintained at district minimum or greater with no variation; and no principal structure is located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.
- (2) For R-2 zone developments allowed at .33 dwelling units per acre and not served by public utility water and/or public utility sewer, or served by private gravel roads, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 1.5 acres, a minimum of 35 percent of gross land area for open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.
- (3) For R-2 zone developments allowed at .33 dwelling units per acre and served by public utility water and public utility sewer and roads paved to design standards of the Subdivision Regulations, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 30,000 square feet (0.69 acre), a minimum of 35 percent of open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

# Think Quality - Think Future

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## Blount County Planning Department

Blount County Courthouse - 327 Court Street  
Maryville, TN 37804-5906

Tel (865) 273-5750 - FAX (865) 273-5759

e-mail - [planning@blounttn.org](mailto:planning@blounttn.org)

on-line - [www.blounttn.org/planning/](http://www.blounttn.org/planning/)

**TO:** Blount County Commission

**FROM:** John Lamb

**DATE:** December 2, 2008

**SUBJECT:** Recommendations for zoning regulation amendments from the Blount County Planning Commission.

The Blount County Planning Commission recommended the following two amendments to the zoning regulations. To proceed, the two amendments will need to be published for public hearing at least 15 days in advance of vote. The notice and public hearing can be accommodated at the January 6 workshop meeting, with vote at the January 15 regular meeting. Upon setting of public hearing, staff will put the recommendations into resolution form.

Recommendation 1. That Section 9.10.A Uses Permitted in the RAC-Rural Arterial Commercial zone be amended by addition of the following wording to present text: office of a physician, dentist, or other similar medical professional.

Recommendation 2. That Section 7.3 D of the zoning regulations concerning Planned Unit Developments be amended to read as follows:

D. Density, lot size and setback requirements.

(1) For other than R-2 zone provisions for development at .33 dwelling units per acre, the density, lot size and setback requirements of the district shall apply to any planned unit development, provided that such requirements may be varied under the following conditions and limitations: the overall required density of development by use is maintained; no subdivided lot is less than one-half the

minimum applicable lot size by use within the district; setbacks on the perimeter of the planned unit development are maintained at district minimum or greater with no variation; and no principal structure is located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

(2) For R-2 zone developments allowed at .33 dwelling units per acre and not served by public utility water and/or public utility sewer, or served by private gravel roads, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 1.5 acres, a minimum of 35 percent of gross land area for open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

(3) For R-2 zone developments allowed at .33 dwelling units per acre and served by public utility water and public utility sewer and roads paved to design standards of the Subdivision Regulations, overall density of development shall be no greater than one dwelling unit per three acres, the minimum subdivided lot size shall be 30,000 square feet (0.69 acre), a minimum of 35 percent of open space shall be provided exclusive of road right-of-way, setbacks on the perimeter of the planned unit development shall be maintained at district minimum or greater with no variation, and no principal structure shall be located nearer than ten feet to any other principal structure if such structures are detached on an undivided parcel.

*As the regulations read at this time.*

***Section 12.3. Time limit on reapplication for a denied request to amend the Zoning Map.***

*If an application to amend the Zoning Map (rezoning) for a property is denied by the County Commission, then no other application for rezoning of the same property shall be considered for a period of two (2) years, provided that a new application may be considered if there is a substantial change in the application constituting a different zone requested or different dimensions (area or depth) requested.*

*The regulations with proposed change.*

***Section 12.3. Time limit on reapplication for a denied request to amend the Zoning Map.***

*If an application to amend the Zoning Map (rezoning) for a property is denied by the County Commission, then no other application for rezoning of the same property shall be considered for a period of one (1) year, provided that a new application may be considered if there is a substantial change in the application constituting a different zone requested or different dimensions (area or depth) requested.*



**RESOLUTION No. \_\_\_\_\_**  
**Sponsored by Commissioners Mike Walker and Steve Samples**

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

**WHEREAS**, the Board of County Commissioners of Blount County, Tennessee has implemented an electronic voting system; and

**WHEREAS**, the addition of the electronic voting system has necessitated changes to certain rules concerning the conduct of Board business.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee in session assembled that the following changes to Resolution 09-01-004 be adopted:

**RULE 5**

**MOTIONS**

5C. ROLL CALL VOTES: Delete in its entirety and substitute the following:

Motions shall be put to the Board for a vote by the Chairman using the electronic voting system. At the discretion of the Chairman, voice votes may be allowed on items that are not elections, appointments, or the expenditure of public funds. If the Chairman allows a voice vote, any member of the Board may request an electronic vote. If the electronic voting system is malfunctioning, the Chairman may allow roll call or voice votes.

**RULE 6**

**RESOLUTIONS**

6C. ROLL CALL VOTE: Deleted in its entirety.

**RULE 7**

**ELECTIONS AND APPOINTMENTS**

7C. ELECTION OR CONFIRMATION: Delete in its entirety and substitute the following:

All ballots for election or confirmation shall be cast by the electronic voting system. If the vote is on confirmation of an appointee each member will vote either "yes" or "no" on the confirmation. A majority of the membership of the full Board is required for election or confirmation. If there is more than one nominee for a position, the vote shall be cast by roll call. Each member shall vote for a nominee when the Clerk calls the roll. If the electronic voting system is malfunctioning, the Chairman shall allow a roll call vote.

**RULE 14**

**THE CLERK**

14D. ROLL CALL: Deleted in its entirety.

14E. CHANGE OF VOTE: Deleted in its entirety.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, AND THAT ANY PART OF ANY PRIOR RESOLUTION TO THE CONTRARY IS HEREBY DECLARED NULL AND VOID, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date



RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners Steve Samples and Bob Proffitt

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

*(Rule changes of January 15, 2009 in bold italics)*

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

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

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

**RULE 1**

**CONVENING THE BOARD**

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

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

**RULE 2**

**QUORUM**

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

**RULE 3**

**ORDER OF BUSINESS**

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

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

## **RULE 4**

### **GENERAL**

- 4A. WHO MAY ADDRESS THE BOARD: It is a commissioner's right to address the Chairman and the Board at any appropriate time during the meeting after proper recognition by the Chairman. The Chairman may ask for public comment before each item is debated by the Board. Comments by non-commission members shall be limited to three minutes, however the limit may be extended at the discretion of the Chairman. A podium for use by non-commission members shall be provided at each meeting. The Chairman shall ask non-commission members to identify themselves and stand before the podium when addressing the Board.
- 4B. GAINING THE FLOOR: In all cases, the Chairman shall name the member who shall speak first.
- 4C. SPEAKING: When any member is about to speak in debate, discussion, or deliver any address on any matter whatsoever to the Board, after being recognized by the Chairman, the member shall proceed with the intended remarks, confining such remarks strictly to the question under debate and avoiding all personalities.
- 4D. CONSENT TO YIELD: While a member is speaking "they shall" not be interrupted, but shall yield the floor to questions at the end of the presentation.
- 4E. POINTS OF ORDER: If any member, speaking or otherwise, transgresses the Rules of the Board, the Chairman shall, or any member may, call to order, in which case the member so called to order shall immediately sit down. When the point of order has been decided by the Chairman, the member having the floor can proceed, subject to the decision made.
- 4F. APPEAL ON RULING: Any member of the Board may appeal to the Board from the ruling of the Chairman and a majority vote of the members present shall decide the appeal.

## **RULE 5**

### **MOTIONS**

- 5A. INTRODUCTION AND DEBATE: Motions may only be made by members. No motion shall be debated until the same is seconded and stated by the Chairman.
- 5B. MOTIONS IN WRITING: When a motion is made and seconded, it shall be reduced to writing by the Clerk, and read by the Clerk prior to any debate or vote.
- 5C. REQUIRING ROLL CALL: Motions not requiring the expenditure of public funds or elections shall be put to the Board for a voice vote, by the Chairman; provided however, any member of the Board may require a roll call vote. Motions requiring the expenditure of public funds shall be put to the Board for a roll call vote.
- 5D. STATEMENTS FOR THE MINUTES: a request to add written or oral statements to official commission minutes shall require a majority vote by the members. Oral statements must be reduced to writing before a vote to include the statement may be taken.

## **RULE 6**

### **RESOLUTIONS**

- 6A. INTRODUCTION: Any proposed resolution may be introduced only by a member of the Board, and the Clerk or Chairman shall not receive or file any resolution that is not reduced to writing and signed by at least two members of the Board. All resolutions shall be typed. The resolution shall have lines for the signatures of two resolution sponsors, a line for the Commission Chairman to certify the action, a line for the County Clerk to attest, and a line for the County Mayor to approve or veto the resolution. All resolutions must have all necessary supporting documentation attached prior to inclusion in the agenda for the meeting in which the proposed resolution is to be considered. Resolutions conforming to the above form shall be submitted to the Clerk at least (5) working days prior to the date of the meeting. If there is a legitimate reason that a resolution cannot be submitted to the Clerk by the specified deadline, the Chairman by written notice may allow the introduction of the resolution. After receipt of the written resolution, the Clerk shall assign a number to the resolution for identification purposes.

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

6C. ROLL CALL VOTE: Resolutions involving the expenditure of public funds or elections and appointments shall be put to the Board for a roll call vote by the Clerk. Each member shall vote "yes" or "no" on its passage when the Clerk calls the member's name. On other resolutions, any commissioner may request a roll-call vote.

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

## **RULE 7**

### **ELECTIONS AND APPOINTMENTS**

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

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

7C. ELECTION OR CONFIRMATION: All ballots for election or confirmation shall be cast by roll call vote. If the vote is on confirmation of an appointee each member will vote either "yes" or "no" on the confirmation. A majority of the membership of the full Board is required for election or confirmation.

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

## **RULE 8**

8 A. SETTING OF AGENDA: After a motion is made to set the agenda, any item that is not addressed shall fail for a lack of a motion.

## **RULE 9**

### **APPROPRIATION REQUESTS**

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

9A. The request shall be submitted in writing to the Budget & Finance Committee of the Board and shall reflect the estimated cost which shall be attached to the proposed resolution. "All requests for appropriations shall be accompanied by corresponding sources of revenue."

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

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

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

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

## **RULE 10**

### **“SUSPENDING OR CHANGING THE RULES”**

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

## **RULE 11**

### **ROBERT'S RULES OF ORDER**

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

## **RULE 12**

### **WORK SESSIONS/AGENDA MEETINGS**

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

## **RULE 13**

### **THE CHAIRMAN**

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

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

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

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

13E. PRESERVE ORDER: The Chairman shall preserve order and decorum. The Chairman may speak to points of order in preference to other members, rising from his seat for that purpose. The Chairman shall decide questions of order, with the advice of the Parliamentarian, subject to appeal to the Board of any member. Any and all signs/handouts must be removed from the Commission Room prior to the beginning of the meeting and to eliminate all poles for sign display.

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

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

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

13I. FACILITATION OF COMMISSION ACTIONS: A committee composed of the County Commission Chairman, the County Mayor, the Budget Director, the Chairman of the Public Services Committee, and the Chairman of the Intergovernmental Committee (the Implementation Committee) will meet as necessary, on the call of the Chairman of the Commission, to facilitate the implementation of actions of the commission.

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

## **RULE 14**

### **THE CLERK**

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

14B. MINUTES: The Clerk shall reduce the minutes of each Board meeting to writing and attach a copy of each resolution considered and the vote thereon. The minutes shall only reflect the official actions of the body. The minutes shall be prepared within five days after said meeting and placed in a well bound book for public inspection. A copy of the minutes of the last meeting shall be forwarded to each commission member with the prepared agenda or meeting notice.

14C. RESOLUTIONS: A copy of all resolutions approved by the Board shall be submitted to the County Mayor, within five working days after such approval, for his consideration and signature.

14D. ROLL CALL: In all instances involving authorization to expend public funds, the Clerk shall call the roll for "yes" or "no" votes. In all instances where the roll is called for any vote, the Clerk shall make such roll call and the vote of the member a part of the record of the meeting and include it in the official minutes. The Clerk shall call the roll in ascending alphabetical order of the last name of the member.

14E. CHANGE OF VOTE: It shall be the duty of the Clerk, at the end of each roll call, to inquire of those who passed or were absent when the roll was called if they desire to vote. Subsequently, the Clerk shall announce the results.

## **RULE 15**

### **SHERIFF**

The Sheriff or a designated deputy shall attend each session of the Board. The Sheriff or a designated deputy shall open each session, preserve order, and carry out orders of the presiding officer of the Board.

## **RULE 16**

### **COMMITTEES**

16A. All committees, standing and temporary, shall meet and elect from its membership a Chairman and Vice Chairman. The election of a Secretary shall be optional in the absence of a specific mandate of the Board.

16B. All minutes of committee meetings shall be submitted to the Clerk within 5 working days after the meeting. Along with the minutes, notice shall be given by the committee chairman or secretary to the Chairman or Clerk of any matter that will require action at the next Board meeting. Upon request of a Board member, the Clerk shall distribute to the requesting Board member minutes of any committee meetings.

16C. The following procedure shall be followed pertinent to committee reports and related action:

1. The committee Chairman or a member designated by him shall make the presentation in an open meeting of the Board.
2. Upon completion of a report the speaker shall yield to questions.
3. There shall be a vote on the proposition when discussion is complete and when there is a call for the question by the Board.
4. All Committee Chairmen shall operate with the same rules and regulations as the Commission Chairman.

16D. If for any reason the chairman of a committee fails or refuses to call a meeting, the Chairman of the Board, or a majority of the committee membership may do so.

**RULE 17**

**CONFLICT WITH LAW**

In the event any of the foregoing rules are determined to be in conflict with statutory provisions, that part in conflict shall be null and void.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, AND THAT ANY PART OF ANY PRIOR RESOLUTION TO THE CONTRARY IS HEREBY DECLARED NULL AND VOID, THE PUBLIC WELFARE REQUIRING IT.**

**RESOLUTION SPONSORS**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**BLOUNT COUNTY PLANNING COMMISSION  
REGULAR SESSION  
TUESDAY, DECEMBER 23, 2008  
5:30 P.M.**

The Blount County Planning Commission met in regular session on Tuesday, December 23, 2008, at the Courthouse. Staff was represented by: John Lamb, Director of Planning; Roger Fields, Building Commissioner; and Administrative Assistant, Marlene Hodge.

Commissioners Present: Ernest Blankenship, Tonya Burchfield, Charles Cameron, Lamar Dunn, Gary Farmer, Scott Helton, Tom Hodge, Bruce McClellan, Robert Ramsey, Ed Stucky, and Clifford Walker. Commissioners Absent: Brad Harrison.

The minutes of the November 25, 2008 regular monthly meeting were approved, prior to the meeting these were mailed to members for review.

**Additions to Agenda:**

The County Commission requested that the re-zoning request from R-1, Rural District 1, to a RAC, Rural Arterial Commercial, at 4437 Highway 411 South be re-presented to the Planning Commission for recommendation to the County Commission at their January meeting.

Recommendation was made to add 1-lot subdivision plat for E-911 System off Honeysuckle Road.

Motion was made and received unanimous approval to add these items to the agenda.

**PUBLIC HEARINGS:**

**Proposed Amendment to the Subdivision Regulations concerning common driveways:**

Due an error in reference to the appropriate section of the Subdivision Regulations in the legal notice ran on November 19 in the Daily Times the public hearing has been rescheduled for the January 22 regular meeting.

The public was asked to comment and any member of the public was invited to return for the January 22 regular meeting. No one spoke regarding this issue.

**Review of re-zoning request for R-1 Rural District 1 to RAC Arterial Commercial at 4437 Highway 411 South, Tax Map 89, Parcel 111.00:**

The property is currently zoned R-1 and contains a total of 4.77 acres outside the urban growth boundary for the City of Maryville. The owner requested that the entire parcel be re-zoned to RAC at the May 2007 meeting.

This is a re-zoning issue that had been recommended for denial from the Planning Commission at the May 2007 regular meeting and failed to be approved at the July 19, 2007 County Commission meeting. A restriction in the regulations prevents this request from being presented again for two years. Mr. Jesus Yanez stated he feels that he has been treated unfairly. At the December 2008 County Commission meeting it was requested that this issue be presented again to the Planning Commission.

It was stated that at the May 2007 Planning Commission Meeting and at the July 2007 County Commission meeting the representatives for the owner were unable to give the proposed use of the property. Since there are only certain permitted uses in the RAC zoning and not knowing the intent of the owner for the property, the re-zoning recommendation was recommended for denial at the Planning Commission meeting and approval failed at the County Commission due to the lack of a second.

The owner is not able to re-apply for the zoning request due to the restriction in the zoning regulations that requires a 24 month period before re-applying nor has there been any significant change.

Mr. Yanez spoke regarding his concerns as to why his property was denied re-zoning and other properties around him were approved.

Commissioner Ramsey made a motion to send the item back to the County Commission recognizing the Planning Commissions inability to act on the re-zoning due to the time limit constraints and asks the County Commission to reconsider the re-zoning request, seconded by Commissioner Farmer. The motion received unanimous approval.

**SITE PLANS: None**

**HEARINGS:**

**Preliminary and Final Plats – Minor Subdivision:**

**Archer and Keyees Property by Jerry and Linda Archer off Cedar Church Lane: 3 lots with country road frontage.**

The proposed Archer and Keyees property contains a total of 3.7 acres and all three of the lots have direct road frontage along the county road. Site distance is satisfactory.

The proposed preliminary plat and final plat was reviewed inclusive of subdivision regulations for small lots along the existing county road with public water, existing electric and individual septic systems.

Planning Department staff noted the following outstanding items to be completed:

- All certifications on the final plats.
- \$20.00 per lot platting fee.

Commissioner Farmer made a motion to grant preliminary and final plat approval subject to meeting all requirements, applying identified conditions, and addressing deficiencies, seconded by Commissioner Helton. The motion received unanimous approval.

**Re-plat of the Buchanan and Hearon Property by Hubert Hearon off Martin Road: 3 lots, 2 lots with road frontage and 1 served exclusively off a 25 foot common driveway easement:**

The preliminary and final plat is a proposed 3 lot subdivision containing 9.4 acres total with a 25 foot driveway easement. Lots 1 and 2 will have access only off the proposed common driveway. This is a previously platted 3-lot subdivision. Lots 1 and 3 are both being made larger from portions of Lot 2.

The proposed preliminary plat and final plat was reviewed inclusive of subdivision regulations for small lots along the existing county road with public water, existing electric and individual septic systems.

Planning Department staff noted the following outstanding items to be completed:

- All certifications on the final plats.
- No platting fee since no net new lots created.

Commissioner Helton made a motion to grant preliminary and final plat approval subject to meeting all requirements, applying identified conditions, and addressing deficiencies, seconded by Commissioner Walker. The motion received unanimous approval.

**Re-plat of Lot 117 and 118 off Christy Lane in Laurel Valley by John Sparks, Rosemary Sparks, John Jones, Marilyn Jones, Shane Jones, and Pamela Jones:**

Lot 117 was approved by the Planning Commission at the November 2008 special called meeting. Approval was conditional on the construction of a common driveway and driveway entrance to meet the standards of the subdivision regulations. The driveway has been constructed and the entrance off of Christy Lane is paved. Laurel Valley Property Owners Association (LVPOA) had provided a list of items and a representative of the LVPOA stated that all of the conditions had been met at the November meeting including a permanent barrier to restrict cross-through traffic along the constructed common driveway easement.

Mr. Sparks intends to establish a private road easement off of Christy Lane and to divide large tracts of five acres or more beyond parcel 117. The LVPOA representative also stated that an additional five acre tract would be accepted (Lot 118) provided the lot become a part of the LVPOA for maintenance of the private roadways.

Staff has not seen a previous plat for Lot 118 which was created by deed for a 5 acre tract. Lot 117 has been previously evaluated by the Environmental Health

Department and approved. The proposed division involves three parcels (Lot 117, Lot 118, and remainder of Sparks' property) and transfers of less than five acres between the parcels. The proposed Lots 117R and 118R are simply shifting the lot line between the lots and adding a small section to both lots. Lot 117 will be larger than Lot 118 which is still greater than five acres. Lot 118 would be exempt under state statute definition of a subdivision.

Staff has reviewed the plat and had no reservations about the re-plat. The proposed lot combination for Lot 117(R) makes for a more buildable situation. Lot 118(R) is still exempt but appears on the plat as a portion of the lot is being added to Lot 117, and a portion of Sparks is being added to 118. Any private covenants for maintenance responsibility of the private roadways in Laurel Valley for lot 118R are the responsibility of the lot owners.

Commissioner Farmer made a motion to grant preliminary and final plat approval subject to meeting all requirements, applying identified conditions, and addressing deficiencies, second by Commissioner Blankenship. The motion received unanimous approval.

**E-911 System off Honeysuckle Road located on Map 67, Parcel 011.00, 1-Lot:**

This property is zoned S, suburbanizing, and is a one lot subdivision off Honeysuckle Road. Honeysuckle Road is a private road that is used by the County; all properties that access the road are Government properties including Alcoa and Maryville. This is a dead end road leading back to the Sheriff's facility.

This facility will be on Alcoa City sewer.

Commissioner McClellan made a motion to approve the plat as presented subject to indicating the new corner iron rod and the calls to be appropriately adjusted, seconded by Commissioner Blankenship. The motion received unanimous approval.

**Miscellaneous Items:**

**Variance requests for the Clayton Davis and Roberts properties:**

The plat involves re-division of two existing lots each with an existing house, one (original Lot 1) which is presently conforming for lot size and the other (Lot 2) which is presently not conforming. The proposal is to enlarge present Lot 2 to accommodate a fence area, a pool area, and septic reserve. This will result in a diminished Lot 1 to area less than required by the Subdivision Regulations. Staff noted that the Planning Commission has in the past allowed re-division with variances to reasonably accommodate existing houses. The proposed re-division seems to accommodate the two houses and the existing accessory fence and pool area on Lot 2. In the past, the Planning Commission as generally approved such variances with condition of Environmental Health approval of the septic situation.

Staff noted that granting variances under the Subdivision Regulations does not automatically address minimum lot sizes under zoning, and refers the owners to the Building Commissioner for determination of any variances that may need to be secured for zoning.

Commissioner Ramsey made a motion to approve the plat with variance to improve the existing situation, seconded by Commissioner McClellan. The motion received unanimous approval.

### **Long Range Planning:**

#### **Discussion on possible campground regulations:**

The Planning Commission expressed interest in developing specific design regulations for campgrounds at past meetings. This item was on the agenda at the July 24, 2008 meeting but was deferred to a later date.

Discussed the suggested amendment for the zoning regulations, adding a new Section 7.15 based on regulations from Townsend. This amendment is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park must meet the regulations.

Commissioner Ramsey made a motion to send the recommendation for approval to the County Commission, seconded by Commissioner Blankenship. After discussion, Commissioner Ramsey withdrew his motion and Commissioner Blankenship removed his second to allow more time for consideration.

There were concerns regarding the duration of time that a recreational vehicle could remain in a recreational vehicle park and road access. Request was made to look at these concerns and then bring a revised proposal back to the next regular meeting.

#### **Proposed amendment to zoning regulations regarding time limit on reapplication for rezoning:**

Item was deferred until next month.

#### **Discussion of possibility to allow administrative approval of minor plats involving combination of lots:**

The Planning Commission requested at the last regular meeting that the staff explore the possibility of allowing administrative approval in situations where there is a combination of previously approved lots, where the result is four lots or less (minor plat), and where each previously approved lot is being enlarged.

Presently the only allowed administrative approval of a plat is for a “one lot subdivision” where an existing parcel is divided into two, thus resulting in a net increase of one lot. This is codified in Section 4.03.3 of the Subdivision Regulations and is based on provisions in TCA 13-3-402(a)(1). The two provisions seem to limit approval of plats, with more than two lots requiring approval by the Planning Commission.

Staff finds that there is no basis for extending administrative approval to plats with more than two lots.

**Green Infrastructure Planning Process update and prospective dates for future activities:**

The first draft report on citizen comments and results from workshop mapping activities held in October are completed. A final report is expected to be available by January after review by other municipal partners in the process and editing of maps into final form.

A total of 84 citizens participated at 18 workshop tables in eight workshop sites. The workshop tables resulted in 18 maps on which citizens identified priority sites for green infrastructure and 18 table reports of top three priorities. Sixteen sets of comments from individual citizens were received.

A public presentation is scheduled for January 12 at the Public Library. Notification will be sent out once the time has been verified.

The combined County and City Planning Commissions agreed to hold two workshops, one in January and one in February. The first workshop will be held on Monday, January 26, to review the citizen workshops results and conduct a similar map based workshop with Planning Commissioners as participants. The February workshop will be held Monday, February 23, and will focus on priorities and implementation strategies.

**Discussion of Comprehensive Planning schedule for 2009:**

The Planning Commission adopted the revised Policies Plan in September 2008. Part of that plan was a commitment to expand the Policies Plan into a Comprehensive Plan, particularly integrating data analysis on population and economy, public infrastructure and services, and specific transportation and land use components. Green infrastructure will also be a component.

The goal is to have an adopted Comprehensive Plan by end of August 2009.

Starting in January preliminary information, particularly population projections and trends will be presented.

Special meetings will be needed from March until July specifically for comprehensive planning, similar to what was done for the policy plan. A comprehensive plan needs to be in place by August in order to get points for the Three Star Program.

**Continued discussion on possible ridge-top and hillside development standards:**

The Planning Commission held a workshop at 5:00 p.m. prior to the December 23 regular meeting to continue discussion.

Discussion was deferred to a similar workshop prior to the next regular meeting.

**Staff Reports:**

Education hours for 2008 should be submitted as soon as possible. New members are excluded for 2008.

**Adjournment.**

There being no further business to conduct, the Chairman declared the meeting adjourned.

---

Secretary

# Facility Inspection Report

## Blount County Correctional Facility

Date: February 9, 2009

Time: 4:00 p.m

Members present:

Members absent:

Others present:

Sharon Hannum, Rev. Larry Shearer

Mayor Jerry Cunningham, Dan Neubert, Sr.

Captain Dan Neubert

---

Population: total: 434

Male: 366

Female: 68

Public Lobby: Clean

Hallways: Clean

---

Intake: Most of the holding cells were occupied. Structural crack in the wall of cell number 9 has been repaired by the maintenance crew.

Medical: Area generally clean, but the floors needed cleaning. 10 inmates are in Medical during this visit.

---

Kitchen: Dinner preparation was in progress. Kitchen clean and orderly and no needs were expressed during this visit.

---

Laundry: Clean

---

C-Pod: West wall in C-5 is spalding and is separated from the ceiling. C-6 has the same type of damage as C-5. Water stain ceiling tile has been replaced. Mold / Mildew continues to be a problem in the showers. Have not been able to find a way to successfully kill the mold and mildew.

---

C-1 Very Clean

C-2 Clean

C-3 Clean – over crowded

C-4 Satisfactory

C-5 Clean

C-6 Clean

C-7 Trash on floor

D-Pod: \_\_\_\_\_

---

D-1 Trash in all four corners

D-2 Trash under tables, area not swept

D-3 Trash swept into the corners

D-4 Trash in corners & on some tables

D-5 Clean

D-6 Satisfactory, but crowded

D-8 (Multi-purpose room) Carpet is very worn, completely threadbare at the door. Potential trip hazard.

NOTES: No inmate complaints were registered during this visit.

---

---



JERRY G. CUNNINGHAM

Blount County Mayor

341 Court Street, Maryville, TN 37804-5906

jcunningham@blounttn.org

Phone: (865) 273-5700

Fax: (865) 273-5705



JERRY G. CUNNINGHAM  
*Blount County Mayor*

DAVID R. BENNETT, CPA, CGFM  
*Assistant County Mayor*

TO: Blount County Board of Commissioners

FROM: Jerry G. Cunningham, County Mayor 

RE: Recommendation for South Blount Utility District

DATE: January 9, 2009

For your information, I have re-appointed Ms. Virginia C. Morton to the Board of the South Blount County Utility District for a four year term from March 2009 to March 2013.



desc	fund	cc_desc	date	EXP
ANDREWS A& BURGIN	101	OTHER GENERAL ADMINISTRATION	11/12/2008	120.00
ANDREWS A& BURGIN	101	OTHER GENERAL ADMINISTRATION	11/12/2008	250.00
ANDREWS A& BURGIN	Fund Total			370.00
Vendor Total				370.00
BAKER,DONELSON,BEARMAN,CALDWELL	101	SHERIFFS DEPARTMENT	9/25/2008	63.00
BAKER,DONELSON,BEARMAN,CALDWELL	Fund Total			63.00
Vendor Total				63.00
BASS, BERRY, & SIMS PLC	101	OTHER GENERAL ADMINISTRATION	11/3/2008	2175.00
BASS, BERRY, & SIMS PLC	101	OTHER GENERAL ADMINISTRATION	12/11/2008	6591.50
BASS, BERRY, & SIMS PLC	101	OTHER GENERAL ADMINISTRATION	1/6/2009	3714.50
BASS, BERRY, & SIMS PLC	Fund Total			12481.00
Vendor Total				12481.00
CRUM & BLAZER INSURANCE INC	101	CHANCERY COURT	8/8/2008	50.00
CRUM & BLAZER INSURANCE INC	Fund Total			50.00
Vendor Total				50.00
GODDARD & GAMBLE, ATT.	101	COUNTY TRUSTEES OFFICE	10/2/2008	843.75
GODDARD & GAMBLE, ATT.	101	COUNTY TRUSTEES OFFICE	1/21/2009	1368.75
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	7/25/2008	3917.50
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	8/12/2008	2740.50
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	9/9/2008	1881.25
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	10/7/2008	1743.75
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	11/6/2008	2712.50
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	12/11/2008	2091.25
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	1/6/2009	1064.00
GODDARD & GAMBLE, ATT.	101	OTHER GENERAL ADMINISTRATION	1/21/2009	100.00
GODDARD & GAMBLE, ATT.	Fund Total			18463.25
GODDARD & GAMBLE, ATT.	141	BOARD OF EDUCATION	10/8/2008	1326.25
GODDARD & GAMBLE, ATT.	141	BOARD OF EDUCATION	1/7/2009	1837.50
GODDARD & GAMBLE, ATT.	Fund Total			3163.75
Vendor Total				21627.00
KIZER AND BLACK	101	OTHER GENERAL ADMINISTRATION	8/7/2008	1200.00
KIZER AND BLACK	101	OTHER GENERAL ADMINISTRATION	9/17/2008	531.00
KIZER AND BLACK	101	OTHER GENERAL ADMINISTRATION	9/25/2008	1620.50
KIZER AND BLACK	Fund Total			3351.50
Vendor Total				3351.50
LEGAL CONSULT S.KIRKHAM	141	BOARD OF EDUCATION	11/6/2008	75.00
LEGAL CONSULT S.KIRKHAM	Fund Total			75.00
Vendor Total				75.00
LEWIS,KING,KRIEG,WALDROP,& CATRON,	141	BOARD OF EDUCATION	10/1/2008	148.50
LEWIS,KING,KRIEG,WALDROP,& CATRON,	Fund Total			148.50

desc	fund	cc_desc	date	EXP
Vendor Total				148.50
MELINDA BAIRD, ESQUIRE	141	BOARD OF EDUCATION	10/22/2008	350.00
MELINDA BAIRD, ESQUIRE	Fund Total			350.00
Vendor Total				350.00
ROBIN P THOMPSON	101	SHERIFFS DEPARTMENT	8/7/2008	96.25
ROBIN P THOMPSON	101	SHERIFFS DEPARTMENT	8/7/2008	344.50
ROBIN P THOMPSON	Fund Total			440.75
Vendor Total				440.75
WIMBERLY LAWSON & SEALE, PLLC	0	PERSONNEL	8/27/2008	358.70
WIMBERLY LAWSON & SEALE, PLLC	0	PERSONNEL	10/1/2008	274.30
WIMBERLY LAWSON & SEALE, PLLC	0	PERSONNEL	10/30/2008	63.30
WIMBERLY LAWSON & SEALE, PLLC	0	PERSONNEL	12/11/2008	316.50
WIMBERLY LAWSON & SEALE, PLLC	Fund Total			1012.80
Vendor Total				1012.80
Summary				39969.55

# KIZER & BLACK, PLLC

ATTORNEYS AT LAW

329 CATES STREET

MARYVILLE, TENNESSEE 37801

TELEPHONE: (865) 982-7650

FACSIMILE: (865) 982-5776

Blount County  
%Jerry Cunningham, Mayor  
341 Court Street  
Maryville, TN 37804

## TOTAL INVOICES DUE TO DATE

Feb 2, 2009

(Please see invoice for details)

FOR PROFESSIONAL SERVICES RENDERED:

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Aging
Feb -02-09	10109-005	30340	550.00	0.00	0.00	550.00	<=30 days
	Blount County/Blount Excavating						
Feb -02-09	10109-004	30341	2,316.20	0.00	0.00	2,316.20	<=30 days
	Blount County/Penny Whaley						

**TOTAL BALANCE DUE**                      \$2,866.20              \$0.00              \$0.00              **\$2,866.20**

*To Insure Proper Credit Please Include Matter Number With Your Remittance .*

Please call Cheryl McClanahan direct line 865 980-1615  
if you have a question.



***We have appreciated this opportunity to serve you.***

TO AVOID FINANCE CHARGES, BALANCE MUST BE RECEIVED WITHIN 30 DAYS. FINANCE CHARGE IS 1% PER MONTH ON UNPAID BALANCE WHICH IS  
**AN ANNUAL PERCENTAGE RATE (APR) OF 12% PER YEAR.**

GODDARD & GAMBLE  
ATTORNEYS

101 WEST BROADWAY

SUITE 208

MARYVILLE, TENNESSEE 37801

M. H. GAMBLE, 1871-1934  
HOMER A. GODDARD, 1891-1960  
J. C. GAMBLE, 1904-1987  
M. H. GAMBLE, JR., 1914-1990

TELEPHONE  
AREA 865  
MARYVILLE 982-6731  
FACSIMILE 982-6733

ARTHUR B. GODDARD  
CARL P. McDONALD  
ROBERT N. GODDARD

DIANE M. HICKS

February 3, 2009

Blount County Government  
Mr. David R. Bennett  
Finance Director  
341 Court Street  
Maryville, TN 37804-5906

Reference:	Blount County Mayor	\$656.25
	Children's Home Property	\$131.25
	County Commission	\$437.50
	Finance Director	\$87.50
	Highway Department	\$350.00
	Sheriff's Department	<u>\$700.00</u>
	<b>GRAND TOTAL</b>	<b>\$2362.50</b>

# INVOICE

**Andrews & Burgin**

*Attorneys At Law*

675 Morganton Square Drive

Maryville, TN 37801

Telephone: (865) 982-0135

Facsimile: (865) 982-0163

Date	Invoice #
------	-----------

1/5/2009

1356

Payment Terms:

Invoice submitted to:
Roger Fields 1006 East Lamar Alexander Pkwy Maryville, Tennessee 37804

Date	Description	Hours	Amount
12/29/2008	HB Legal services rendered	2	400.00
12/29/2008	KA Legal services rendered	1.5	300.00
12/30/2008	HB Legal services rendered	0.1	20.00
12/30/2008	HB Legal services rendered	0.1	20.00
12/30/2008	HB Legal services rendered	0.15	30.00

<b>New Charges:</b>	<b>\$770.00</b>
<b>Total Balance Due:</b>	<b>\$880.00</b>

**Andrews & Burgin**  
**Attorneys At Law**  
 675 Morganton Square Drive  
 Maryville, TN 37801  
 Telephone: (865) 982-0135  
 Facsimile: (865) 982-0163

# INVOICE

Date	Invoice #
------	-----------

12/4/2008

1266

Payment Terms:

Invoice submitted to:
Roger Fields 1006 East Larnar Alexander Pkwy Maryville, Tennessee 37804

Date	Description	Hours	Amount
11/17/2008	KA Legal services rendered	0.25	50.00
11/17/2008	KA Legal services rendered	0.1	20.00
11/17/2008	KA Legal services rendered	0.1	20.00
11/19/2008	HB Legal services rendered	0.1	20.00

<b>Total Balance Due:      \$110.00</b>
---

# **Blount County Trustee Scott Graves**



**Trustee's Monthly Report  
January 2009**

# Contents

- Section I**      Property Tax Collections Report
- Section II**     Report of Property Tax Paid Under Protest
- Section III**    Trustee's Investment Portfolio
- Section IV**     Trustee's Interest Earned Report
- Section V**      Trustee's Commission Report

DATE 2/04/09

SCOTT GRAVES; TRUSTEE

PAGE 1

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

TAX COLLECTIONS FOR MONTH OF JANUARY, 2009

PROPERTY TAXES, (2008 YEAR), REAL & PERSONAL PROPERTY.....	+\$	1,352,996.15
PROPERTY TAXES, (2007 YEAR), REAL & PERSONAL PROPERTY.....	+\$	66,320.28
PROPERTY TAXES, (2006 YEAR), REAL & PERSONAL PROPERTY.....	+\$	193.00
PROPERTY TAXES, (2003 YEAR), REAL & PERSONAL PROPERTY.....	+\$	1.44
2007-RTAX            2006-RTAX	-	-
10,796.56            67.00	-	-
-	-	-
-	-	-
INTEREST AND PENALTIES.....	+\$	10,863.56
2008-YEAR            2007-YEAR	-	-
1,054.00            340.00	-	-
PICK-UP TAXES.....	+\$	1,394.00
2008-YEAR            2007-YEAR            2006-YEAR            2005-YEAR	-	-
181.00            207.00            496.00            9.00	-	-
ROLLBACKS.....	+\$	893.00
2008-YEAR            2007-YEAR	-	-
2,980.00            1,217.00	-	-
REFUNDS.....	-\$	4,197.00
2008-YEAR            2007-YEAR            2006-YEAR	-	-
7.00            1.00            7.00	-	-
DISCOUNTS.....	-\$	15.00
2008-YEAR	-	-
84,063.00	-	-
PUBLIC UTILITY TAXES.....	+\$	84,063.00
TOTAL COLLECTION FOR THE MONTH OF	+\$	1,512,512.43
JANUARY		

DATE 2/04/09

SCOTT GRAVES, TRUSTEE

PAGE 2

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

TAX COLLECTIONS FOR MONTH OF JANUARY, 2009

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2008 .....\$ 61,753,051.00

MTD

LESS DISCOUNTS.....-\$	7.00	ALL		
LESS STATE APPEALS AND				
LESS REFUNDS.....-\$	2,980.00	ALL.....-\$		3,316.00
LESS RELEASES.....-\$	2,847.00	ALL.....-\$		71,998.09
PLUS ROLLBACKS.....+\$	13,288.00	ALL.....+\$		104,271.00
PLUS PICK-UPS.....+\$	19,366.00	ALL.....+\$		88,021.00

NET AMOUNT TO COLLECT, 2008 TAXES.....\$ 61,870,028.91

COLLECTED (YEAR TO DATE) THROUGH JANUARY 31, 2009

LESS STATE APPEALS AND				
LESS REFUNDS.....-\$	3,316.00			

REGULAR TAXES.....+\$	44,280,211.78			
PICK-UPS.....+\$	26,705.00	DISCOUNTS.....-\$		797,373.59
ROLLBACKS.....+\$	41,937.00	TOTAL.....-\$		44,345,537.78

BALANCE TO COLLECT .....\$ 16,727,117.54

PERCENT COLLECTED TO DATE.... 72.96

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

## TAX COLLECTIONS FOR MONTH OF JANUARY, 2009

ORIGINAL AMOUNT OF TAXES (REAL &amp; PERSONAL), 2007 .....\$ 59,203,343.00

## MTD

LESS DISCOUNTS.....-\$	1.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	1,217.00 ALL.....-\$		43,863.00
LESS RELEASES.....-\$	0.00 ALL.....-\$		148,171.67
PLUS ROLLBACKS.....+\$	15,148.00 ALL.....+\$		181,771.00
PLUS PICK-UPS.....+\$	0.00 ALL.....+\$		386,060.00

NET AMOUNT TO COLLECT, 2007 TAXES.....\$ 59,579,139.33

## COLLECTED (YEAR TO DATE) THROUGH JANUARY 31, 2009

LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	43,863.00		

REGULAR TAXES.....+\$	57,075,358.44		
PICK-UPS.....+\$	139,590.00	DISCOUNTS.....-\$	770,598.61
ROLLBACKS.....+\$	82,082.00	TOTAL.....-\$	57,253,167.44

BALANCE TO COLLECT .....\$ 1,555,373.28

PERCENT COLLECTED TO DATE.... 97.38

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

## TAX COLLECTIONS FOR MONTH OF JANUARY, 2009

## PUBLIC UTILITIES 2008 YEAR

AMOUNT ON ROLL AS OF 01-31-09.....	\$	2,070,704.00
AMOUNT COLLECTED..MTD       84,063.00.....	-\$	84,063.00
RELEASES.....	-\$	0.00
BALANCE TO COLLECT.....	\$	1,986,641.00
PERCENT COLLECTED.....		4.05

## PUBLIC UTILITIES 2007 YEAR

AMOUNT ON ROLL AS OF 01-31-09.....	\$	2,432,469.00
AMOUNT COLLECTED..MTD       0.00.....	-\$	2,425,415.00
RELEASES.....	-\$	0.00
BALANCE TO COLLECT.....	\$	7,054.00
PERCENT COLLECTED.....		99.71

## PUBLIC UTILITIES 2006 YEAR

AMOUNT ON ROLL AS OF 01-31-09.....	\$	2,394,905.00
AMOUNT COLLECTED..MTD       0.00.....	-\$	2,391,315.00
RELEASES.....	-\$	746.00
BALANCE TO COLLECT.....	\$	2,844.00
PERCENT COLLECTED.....		99.85

Blount County Trustee  
Scott Graves

**Property Tax Paid Under Protest**  
**FY 2008-2009**

<u>Date Received</u>	<u>Name</u>	<u>Receipt #</u>	<u>Parcel ID</u>	<u>Property Description</u>	
July	2008	None to report			
August	2008	None to report			
September	2008	None to report			
October	2008	<b>Abbott, Bob J &amp; Dorothy Ann</b>	08000114	067-249.17	William Blount Dr. 10.90 acres
		<b>Little, Hugh H &amp; Carlton G</b>	08038048	004-092.02	Hinkle Rd 2.66 acres
		<b>Medical Data Specialists Inc</b>	07041740	058D-C-00800-P004	2726 E Lamar Alex Pkwy
		Paid by: Furrow Auction Co/Regions Bank		Personal Property Taxes	
November	2008	None to report			
December	2008	None to report			
January	2009	None to report			

Blount County Trustee  
 Scott Graves  
**Trustee's Investment Portfolio**  
 January 31, 2009

BANK	MAIN ACCOUNT	Rate	TAX PAY ACCOUNTS	Rate	CERTIFICATES OF DEPOSIT	Rate	Maturity	OTHER INVESTMENTS	
American Patriot *			\$23,893.09	0.25%				<b>Local Government Investment Pool (State)</b>	
BankEast			\$61,333.15	0.50%	\$1,000,000.00	3.44%	4-22-09		
					\$1,000,000.00	2.50%	10-25-09		\$119,368.25 1.84%
BB & T			\$69,389.12	0.12%	\$1,000,000.00	3.45%	6-27-09		
					\$1,000,000.00	2.60%	3-14-09		<u>LGIP-DOT (Hwy Dept.)</u>
CBBC			\$49,868.44	0.50%					\$535,737.11 1.84%
First National			\$9,632.42	0.50%					<u>LGIP TOTAL</u>
First Tennessee			\$85,643.79	0.05%					\$655,105.36
Foothills *			\$31,812.34	1.75%					
GreenBank	\$3,063,092.59	1.10%	\$33,050.66	0.46%					
Home Federal			\$37,702.31	1.00%				<b>U.S. Bonds</b>	
Mountain National	\$33,179,676.95	1.14%	\$76,499.70	1.24%	\$485,402.97	5.45%	7-24-09		
				**	\$550,000.00	5.45%	7-24-09		<u>TYPE/BANK    AMOUNT    YTM    Date</u>
Regions			\$47,254.74	0.30%					
SunTrust			\$20,309.96	0.20%					
TnBank			\$22,449.44	1.00%					<b>BOND TOTAL    \$0.00</b>
United Community			\$23,357.87	0.63%					<u>LGIP+BONDS</u>
Account Totals	<u>\$36,242,769.54</u>		<u>\$592,197.03</u>		<u>\$5,035,402.97</u>				<u>\$655,105.36</u>

**GRAND TOTAL**

**\$42,525,474.90**

\* FDIC only - all other banks are members of the State Collateral Pool

\*\*Cd held jointly with State Commissioner of Commerce & Insurance (W.C.)

Blount County Trustee  
 Scott Graves  
**Interest Earned Report**  
 JANUARY 2009

<b>Date</b>	<b>Financial Institution</b>	<b>Account</b>	<b>Interest</b>
01/12/09	American Patriot	Money Market	\$8.29
01/12/09	BB&T	CD	\$2,835.61
01/12/09	BB&T	CD	\$2,136.99
01/12/09	BB&T	Money Market	\$7.42
01/12/09	BankEast	Money Market	\$18.69
01/12/09	BankEast	CD	\$2,827.95
01/12/09	BankEast	CD	\$2,054.79
01/12/09	CBBC	Money Market	\$13.82
01/12/09	First National	Money Market	\$4.00
01/12/09	First Tennessee	Money Market	\$12.69
01/12/09	Foothills Bank & Trust	Money Market	\$38.27
01/08/09	GreenBank	Regular Account	\$3,561.72
01/05/09	GreenBank	Clearing Account	\$17.70
01/12/09	GreenBank	Money Market	\$3.92
01/05/09	GreenBank	Medical/Dental	\$3.94
01/05/09	GreenBank	Med/Den.-Cariten	\$0.09
01/05/09	GreenBank	Payroll Account	\$2.56
01/05/09	GreenBank	Worker's Comp.	\$83.08
01/05/09	GreenBank	General Liability	\$78.17
01/22/09	Home Federal	Money Market	\$39.08
01/14/09	LGIP (State)	Investment Pool	\$993.78
01/00/00	Mountain National	Main Account	\$14,766.19
01/12/09	Mountain National	Money Market	\$73.64
01/12/09	Mountain National (Children's Home)	CD	\$2,174.34
01/12/09	Mountain National (Worker's Comp.)	CD	\$2,463.70
01/12/09	Regions	Money Market	\$7.46
01/12/09	SunTrust	Money Market	\$2.74
01/12/09	TnBank	Money Market	\$17.57
01/12/09	United Community	Money Market	\$12.83

**TOTAL INTEREST EARNED THIS MONTH      \$34,261.03**  
**FISCAL YEAR TO DATE INTEREST EARNED      \$520,752.63**

PROGRAM ID: TRT527  
 RUN DATE: 02/05/09  
 RUN TIME: 09:49:12

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR JANUARY 2009

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
ATMOS ENERGY CORP	41591	Other Permits-Atmos Energy Corp	86,402.20	864.02
BANK INTEREST	44110	Interest Earned	12,579.46	121.66
BLDGING COMMISSIONER	41520	Building Permits	13,081.00	130.81
BLOUNT CO PROBATION	43393	Blount Co Probation and Driving School	51,262.00	512.62
BLOUNT CO. PROPERTY TAX (COMBINED)	40110	Current Property Tax	1,516,709.43	30,334.03
CIRCUIT COURT	40250	Litigation Tax - General	948.97	9.49
	40260	Litigation Tax - Special Purpose	64.81	.65
	42140	Drug Control Fines	57.00	.57
	42160	District Attorney General Fees	202.82	2.03
	42210	Fines	75.04	.75
	42220	Officers Costs	3,559.49	35.59
	42320	Officers Costs	527.22	5.27
	42360	District Attorney General Fees	82.41	.82
	42391	Courtroom Security	18.05	.18
	42810	Fines	1,428.09	14.28
CLERK & MASTERS	40130	Clerk & Master Collections - Prior Year	7,932.44	79.32
	40250	Litigation Tax - General	1,710.26	17.09
	40260	Litigation Tax - Special Purpose	200.88	2.00
	42120	Officers Costs	670.94	6.71
	42320	Officers Costs	1,240.70	12.41
	42391	Courtroom Security	50.00	.50
	42520	Officers Costs	212.92	2.13
COUNTY CLERK	40220	Hotel/Motel Tax	126,785.92	1,267.86
	40250	Litigation Tax - General	1,036.64	10.37
	40260	Litigation Tax - Special Purpose	72.20	.72
	40270	Business Tax	44,674.68	446.74
	40330	Wholesale Beer Tax	17,021.20	170.21
	41110	Marriage Licenses	608.00	6.08
DAYCARE	43581	Community Service Fees - Children	69,095.00	690.95
ENVIRONMENTAL HEALTH	43190	Other General Service Charges	19,175.00	191.75
GENERAL SESSIONS	40250	Litigation Tax - General	39,675.45	396.76
	40260	Litigation Tax - Special Purpose	1,409.95	14.10
	42310	Fines	7,959.70	79.61
	42320	Officers Costs	33,049.48	330.49
	42340	Drug Control Fines	1,325.25	13.25
	42350	Jail Fees	3,333.29	33.33
	42360	District Attorney General Fees	7,327.87	73.27
	42380	DUI EXCESS	1,607.11	16.07
	42391	Courtroom Security	2,417.80	24.18
	42810	Fines	551.24	5.51
	43190	Other General Service Charges	180.50	1.81
GREEN BANK/INTEREST	44110	Interest Earned	3,747.26	37.40
GREEN BANK/SHERIFF	42910	Proceeds from Confiscated Property	18,032.52	180.33
GREENBANK/SHERIFF	42910	Proceeds from Confiscated Property	1,509.98	15.10
LIBRARY	43350	Copy Fees	1,805.80	18.05
	43360	Library Fees	6,604.51	66.06
MARYVILLE COLLECTIONS	43581	Community Service Fees - Children	607.50	6.08
MNB/INTEREST	44110	Interest Earned	14,766.19	147.41
MNB/TVA	40161	Lieu of Taxes - TVA	1,106.55	11.07
PLANNING DEPT	43990	Other Charges for Services	180.00	1.80

PROGRAM ID: TRT527  
 RUN DATE: 02/05/09  
 RUN TIME: 09:49:12

BLOUNT COUNTY TRUSTEE

COMMISSIONS REPORT FOR JANUARY 2009

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
PROBATION & DRIVING SCHOOL	43393	Blount Co Probation and Driving School	2,983.00	29.83
PROPERTY ASSESSORS	43350	Copy Fees	23.00	.23
PURE PLEASURE	41592	Adult Businesses Permits	30.00	.30
REGISTER OF DEEDS	43392	Data Processing Fee - Register	3,632.00	36.32
SCHOOL DEPT	44120	Lease/Rentals	2,091.33	20.91
SCHOOL DEPT/DAYCARE	43581	Community Service Fees - Children	20.00	.20
SHERIFF'S DEPT	42312	DUI Litter Pickup Monthly Fees	495.00	4.95
	43190	Other General Service Charges	3,515.00	35.15
	43350	Copy Fees	453.78	4.54
STATE OF TN	40210	Local Option Sales Tax	2,571,741.43	25,717.42
	40280	Mineral Severance Tax	22,000.57	220.01
	40290	Telecommunications Tax	1,400.89	14.01
	46820	Income Tax	624.48	6.24
	46850	Mixed Drink Tax	12,840.69	128.40
	46851	State Revenue Sharing - T V A	283,623.47	2,836.23
	46920	Gasoline and Motor Fuel Tax	188,856.38	1,888.56
	46930	Petroleum Special Tax	7,082.26	70.82
STATE OF TN/ELECTIONS	46990	Other State Revenues	18,900.00	189.00
STATE OF TN/LGIP	44110	Interest Earned	181.20	1.75
STORMWATER	41590	Other Permits	30.00	.30
TOTAL TELEPHONE CONCEPTS	43370	Telephone Commissions	3,296.32	32.96
5TH JDTF/TOM HATCHER	42810	Fines	300.00	3.00
5TH JUDICIAL/STATE OF TN	46990	Other State Revenues	393.75	3.94
			5,247,948.31	67,641.88
COMMISSION ADJUSTMENTS				
UNDISTRIBUTED TAXES				17.49-
UNDISTRIBUTED TAXES				3.09-
UNDISTRIBUTED TAXES				8.40-
UNDISTRIBUTED TAXES				11.59-
UNDISTRIBUTED TAXES				2.04-
UNDISTRIBUTED TAXES				5.57-
UNDISTRIBUTED TAXES				1.90-
UNDISTRIBUTED TAXES				.33-
UNDISTRIBUTED TAXES				.91-
UNDISTRIBUTED TAXES				5.95-
UNDISTRIBUTED TAXES				1.05-
UNDISTRIBUTED TAXES				2.86-
UNDISTRIBUTED TAXES				13.74-
UNDISTRIBUTED TAXES				2.42-
UNDISTRIBUTED TAXES				6.60-
SCHOOL COMMISSION				10,391.10
ALLEN OLA/RETURN CHECK FEE				20.00

PROGRAM ID: TRT527  
RUN DATE: 02/05/09  
RUN TIME: 09:49:12

BLOUNT COUNTY TRUSTEE  
COMMISSIONS REPORT FOR JANUARY 2009

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
TRUSTEE'S COMMISSION REMITTED TO THE GENERAL FUND				77,969.04
FISCAL YEAR TO DATE TRUSTEE'S COMMISSION				1,259,061.38

*Julie*

*Posted 1-12-09*

*0800 7576*

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 051500

Fund Name General County Cost Center Name Election Commission

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-51500-196-00000	In-Service Training	1950.00
101-51500-201-00000	Social Security	5,000.00
101-51500-210-00000	Unemployment Compensation	650.00
101-51500-212-00000	Employee Medicare Liability	1,550.00
<b>Total Transferred to:</b>		<b>9,150.00</b>

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-51500-399-00000	Other Contracted Services	9,150.00
<b>Total Transferred from:</b>		<b>9,150.00</b>

Transfer from:

Reason for Transfer Request:

In-service training is over budget because we had a special training session for the JBC operators prior to the November 2008 election. The remaining three accounts are all over budget because these figures were calculated on the regular Election Commission work force and did not include the extra hourly employees brought in to work early voting and following the election.

*Elizabeth J. Brady*  
Signature of Department Head 11/2/09  
Date

Note:

Total transferred to must agree with total transferred from.

*[Signature]*  
Signature of County Mayor 11/2/09  
Date

*Julie*

*Posted 1-15-09*  
*08007663*

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 51720

Fund Name General Government Cost Center Name Planning

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
422	Food Supplies	600
<b>Total Transferred to:</b>		<b>600.00</b>

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
308	Consultant	600.00
<b>Total Transferred from:</b>		<b>600.00</b>

Transfer from:

Reason for Transfer Request:

To pay for buffet dinner for Green Infrastructure Workshop for Planning Commissions

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

*[Signature]* 1/14/09  
Signature of Department Head Date

*[Signature]* 1/25/09  
Signature of County Mayor Date

Julie

Posted 1-22-09  
08007748

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 51730  
Fund Name General County Cost Center Name Bldg. Commissioner

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051730-500332-00000	Legal Notice-Rec-Court CST	1000.00
Total Transferred to:		1,000.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051730-500399	Other Contracted Services	1,000.00
Total Transferred from:		1,000.00

Reason for Transfer Request:

Money to cover Legal Notices in the Daily Times.

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

Roger D. Field 1-14-09  
Signature of Department Head Date

[Signature] 1/21/09  
Signature of County Mayor Date

Julie

Posted 1-22-09  
08007747

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 51740  
Fund Name General Cost Center Name Engineering

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-51740-500320	Dues and Memberships	2500.00
Total Transferred to:		2,500.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-51740-500355	Travel	2,500.00
Total Transferred from:		2,500.00

Reason for Transfer Request:  
TDEC small MS4 annual maintenance fee.  
County stormwater permit.

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

Justin M. Teague 1/22/09  
Signature of Department Head Date  
[Signature] 1/22/09  
Signature of County Mayor Date

Posted  
08007152

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2007-2008**

Fund Number 101 Cost Center Number 51750

Fund Name General Cost Center Name Building Safety (codes)

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101 51750 500307	communication	725. <del>00</del>
Total Transferred to:		725.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101 51750 500499	other supplies and materials	725.00
Total Transferred from:		725.00

Reason for Transfer Request:  
Need additional money in communication line item

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

Marty Yates 1-6-09  
Signature of Department Head Date

[Signature] 1-8-09  
Signature of County Mayor Date

Posted  
08007157

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 101 Cost Center Number 051920

Fund Name 101 Cost Center Name 051920

Transfer to:

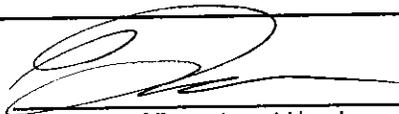
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101051920500711	furniture & fixtures	3500.00
Total Transferred to:		3,500.00

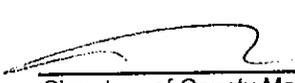
Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101051920500399	other contracted services	3,500.00
Total Transferred from:		3,500.00

Reason for Transfer Request:  
for vehicles in office / Dave edgerly, 12/1/09

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

  
Signature of Department Head 1-7-09  
Date

  
Signature of County Mayor 1-7-09  
Date

*Julie*

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Posted 1-13-09  
08007649

Fund Number 101

Cost Center Number 052500

Fund Name GENERAL COUNTY

Cost Center Name COUNTY CLERK

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500-320	MEMBERSHIP DUES	2.00
Total Transferred to:		2.00

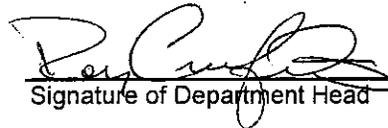
Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052500-500355	TRAVEL	2.00
Total Transferred from:		2.00

Reason for Transfer Request:

\$2.00 SHORT IN MEMBERSHIP DUES.

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

  
Signature of Department Head

JANUARY 12, 2009  
Date

  
Signature of County Mayor

1-13-09  
Date

*Julie*

1-12-09

*Posted*  
*08007574*

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2007-2008**

Fund Number 101 Cost Center Number 052600

Fund Name General County Cost Center Name Information Technology

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500709	DATA PROCESSING EQUIPMENT	1750.00
<b>Total Transferred to:</b>		1,750.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500349	PRINTING, STATIONERY & FORMS	1,750.00
<b>Total Transferred from:</b>		1,750.00

Reason for Transfer Request:  
For purchase of Notebook Computers for Commissioners

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

*Joseph Heuson*  
\_\_\_\_\_  
Signature of Department Head      1-12-08  
Date

*[Signature]*  
\_\_\_\_\_  
Signature of County Mayor      1-12-08  
Date

*Julie*

1-12-09  
Posted  
08007572

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009**

Fund Number 101 Cost Center Number 053310

Fund Name General Government Cost Center Name General Sessions Judges

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053310-500320	Dues & Memberships	750.00
<b>Total Transferred to:</b>		750.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-053310-500399	Other Contracted Services	750.00
<b>Total Transferred from:</b>		750.00

Reason for Transfer Request:  
Increases in dues and memberships fees

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

*William R. Sawyer* 1-7-09  
Signature of Department Head Date

*[Signature]* 1-9-09  
Signature of County Mayor Date

Julie

Posted 1-09-09  
0 8007571

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 101

Cost Center Number 55120

Fund Name General County

Cost Center Name Animal Control

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055120-500599	other charges	24,000.00
Total Transferred to:		24,000.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055120-500413	Medical Expenses	15,000.00
101-055120-500401	Animal Food	5,000.00
101-055120-500425	Gasoline	4,000.00
Total Transferred from:		24,000.00

Reason for Transfer Request:  
to cover Loudon County shelter contract services.

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

Ann M Conden 1/9/09  
Signature of Department Head Date

[Signature] 1/9/09  
Signature of County Mayor Date

Julie

Posted 1-22-09  
0800 7749

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 101

Cost Center Number 55900

Fund Name GENERAL

Cost Center Name ENVIRONMENTAL HEALTH

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500 307	COMMUNICATIONS	1937.00
Total Transferred to:		1937.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
500 708	COMMUNICATION EQUIPMENT	450.00
500 348	POSTAGE	300.00
500 719	OFFICE EQUIPMENT	490.00
500 437	PERIODICALS	97.00
<del>500 410</del> 500 315	TRAVEL	600.00
Total Transferred from:		1937.00

Reason for Transfer Request:

\_\_\_\_\_  
\_\_\_\_\_

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

Harry M. Ferguson 1-14-09  
Signature of Department Head Date

[Signature] 1/21/09  
Signature of County Mayor Date

08007069  
1-5-09

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 101 Cost Center Number 057100  
Fund Name General Fund Cost Center Name Ag Extension

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-057100-500307-0	Communications	900.00
Total Transferred to:		900.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-057100-500309-0	Contracted Services	900.00
Total Transferred from:		900.00

Reason for Transfer Request:  
Transfer funds to compensate for increase in rates with commincations provider.

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

John A. Wilson 12-29-08  
Signature of Department Head Date  
[Signature] 12/30/08  
Signature of County Mayor Date

\* see attached

*Julie*

*Posted*

1-09-09

*0800 7570*

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 128 Cost Center Number 053200  
Fund Name Drug Court Cost Center Name Drug Court

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
128-053200-500105	Supervisor/Director	15000
128-053200-500169	Part-time Personnel	6,000.00
Total Transferred to:		21,000.00

Transfer to:

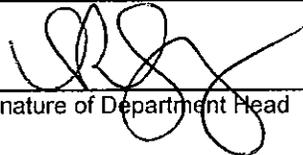
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
128-053200-500161	Secretarys	\$10,000
128-053200-500355	Travel	\$ 3,841
128-053200-500356	Tuition	\$1,870
128-053200-500201	Social Security	\$800
128-053200-500204	State Retirement	\$2000
128-053200-500205	Employee Insurance - Dep.	\$489
128-053200-500207	Employee Insurance - Health	\$2000
TOTAL TRANSFERRED FROM:		\$21,000

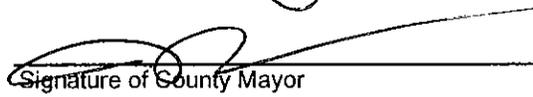
Transfer from:

Reason for Transfer Request:

To restore funding for Supervisor/Director and to pay part-time employee

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

  
Signature of Department Head Date 11-3-08

  
Signature of County Mayor Date 1/9/09

Budget Committee  
Date 12-9-08 vote  
 Approved  yes  nay  pass  
 Recommended for commission consideration  yes  nay  pass  
 Declined  yes  nay  pass  
 Tabled  yes  nay  pass  
 Deferred  yes  nay  pass

Posted  
08006917

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008-2009

Fund Number 128 Cost Center Number 053200  
Fund Name Drug Court Cost Center Name Drug Court

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
128-053200-500429	Instructional Supplies	480.00
Total Transferred to:		480.00

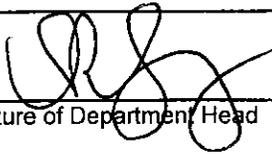
Transfer from:

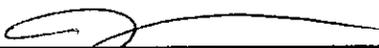
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
128-053200-500349	Printing, Stationary & Forms	480.00
Total Transferred from:		480.00

Reason for Transfer Request:

To cover shortage in Line 499 for instructional material

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

  
Signature of Department Head      12-11-08  
Date

  
Signature of County Mayor      12-18-08  
Date

*Julie*

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
200809

*Posted 2-4-09  
08008172*

Fund Number: 131

Cost Center Number: 61000

Fund Name: Highway / Public Works

Cost Center Name: Administration

TRANSFER TO :

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
131 - 61000 - 500454 - 00000	Water & Sewer	\$1,000.00
		\$1,000.00

TRANSFER FROM :

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
131 - 61000 - 500599 - 00000	Other Claims	\$1,000.00
		\$1,000.00

Reason for Transfer Request :

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

*Bill Winkler*  
Signature of Department Head

*[Signature]*  
Signature of County Executive

1/29/2009

Date

JK 08008057  
posted

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2008 - 2009**

Fund Number 142 Cost Center Number 071100 / 072130

Fund Name School Federal Projects Fund Cost Center Name Regular Instruction / Other Student Support

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
142-072130-500524-10911	Professional Development	5,000.00
<b>Total Transferred to:</b>		<b>5,000.00</b>

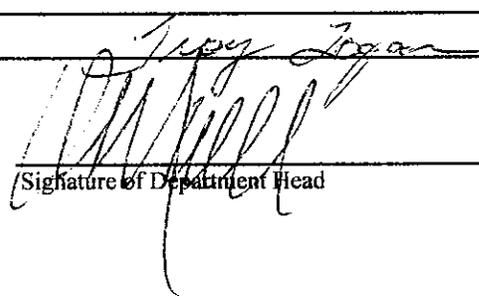
Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
142-071100-500599-10911	Other Charges	5,000.00
<b>Total Transferred from:</b>		<b>5,000.00</b>

Reason for Transfer Request:

To agree with the state department on the final approved budget for the School Improvement Grant.

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

  
\_\_\_\_\_  
Signature of Department Head

1/23/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Executive

\_\_\_\_\_  
Date

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
101			PYMT TO TBI FOR SEX OFFENDER LEGISLA		08004468
		054160	ADMIN OF SEXUAL OFFENDER REGISTRY	5,000.00+	
		431909	SEX OFFENDER REGISTRY FEE	5,000.00+	
101			APP FUNDS TO TAKE ADVANTAGE OF SPONS		08004469
		058110	TOURISM	10,075.00+	
		498005	RESERVE - VISITOR'S BUREAU	10,075.00+	
101			FUNDS TO CONVERT DEMO ELECTION MACH		08004470
		051500	ELECTION COMMISSION	17,500.00+	
		469900	OTHER STATE REVENUES	17,500.00+	
101			FUNDS FOR 3 SCHOOL RESOURCE OFFICERS		08004471
		054110	SHERIFFS DEPARTMENT	125,570.00+	
		499998	FUND BALANCE	125,570.00+	
101			CLEAN & STAIN VISITORS CENTER		08007642
		058190	OTHER ECONOMIC & COMMUNITY DEVELOPME	31,000.00+	
		498005	RESERVE - VISITOR'S BUREAU	31,000.00+	
101	54410		RECIEPT OF 2008 PERFORMANCE GRANT		08006551
		054410	CIVIL DEFENSE	25,000.00+	
		475912	EMERGENCY MGMT PERFORMANCE GRANT	25,000.00+	
101	54443		APP FUNDS DOE TO CIVIL DEFENSE GRANT		08002822
		054410	CIVIL DEFENSE	9,295.23+	
		475912	OTHER FED THRU STATE	9,295.23+	
101	54445		APP FUNDS DUE TO CIVIL DEFENSE GRANT		08002821
		054410	CIVIL DEFENSE	84,360.98+	
		475912	OTHER FED THRU STATE	84,360.98+	
101			FUND TOTALS		
101			EXPENDITURE TOTAL	307,801.21+	
101			REVENUE TOTAL	307,801.21+	
115			FUNDS DUE TO RECEIPT OF TECH GRANT		08004472
		056500	LIBRARIES	12,000.00+	
		469800	TECHNOLOGY THAT WORKS GRANT	12,000.00+	
115			FUND TOTALS		
115			EXPENDITURE TOTAL	12,000.00+	
115			REVENUE TOTAL	12,000.00+	
141			BAL BDGT BETWEEN REQUESTED & ADOPTED		08000986
		071100	REGULAR INSTRUCTION PROGRAM	1,650,000.00+	
		401100	CURRENT PROPERTY TAX	40,000.00+	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		402700	BUSINESS TAX	10,000.00+	
		445600	DAMAGES RECOVER-INDIVIDUALS	891.00+	
		449907	SALARY RMBSMTS FOR ACTIVITIES WORKER	5,000.00+	
		465150	PRESCHOOL LOTTERY GRANT	415,015.00+	
		465500	DRIVER EDUCATION	1,000.00+	
		468500	MIXED DRINK TAX	10,000.00+	
		468510	STATE REVENUE SHARING-TVA	84,000.00+	
		469800	EARLY CHILDHOOD EDUCATION	402,000.00-	
		469802	ADMINISTRATIVE RETREAT	10,000.00+	
		469811	OTHER ST GRANTS-LIVESTOCK FACILITY H	72,985.00+	
		471430	EDUCATION OF THE HANDICAPPED ACT 84.	24,000.00+	
		476400	ROTC REIMBURSEMENT	20,000.00+	
		498001	FUND BALANCE	362,109.00+	
		499501	RESERVE FOR CAPITAL OUTLAY	134,000.00+	
		499998	FUND BALANCE	863,000.00+	
141			FUNDS FOR COOLING TOWER REPLACEMENT		08004473
		076100	REGULAR CAPITAL OUTLAY	28,000.00+	
		499501	RESERVE FOR CAPITAL OUTLAY	28,000.00+	
141			FUNDS FOR PUBLIC SCHOOL CHOICE		08004474
		072710	TRANSPORTATION	8,000.00+	
		499998	FUND BALANCE	8,000.00+	
141			APP FNDS FOR FLAT RATE BONUS FRM STA		08006552
		071100	REGULAR INSTRUCTION PROGRAM	279,745.00+	
		465900	OTHER STATE EDUCATION FUNDS	279,745.00+	
141			AMEND REV & APP BASED ON FINAL GRANT		08006553
		071600	ADULT EDUCATION PROGRAM	12,000.00+	
		072260	ADULT PROGRAMS	3,000.00+	
		441100	INTEREST EARNED	34,100.00-	
		445703	CONTR TO ADULT EDUC PROGRAM	21,522.00+	
		465909	OTHER STATE FUNDS-ABE	25,147.00+	
		469806	ABE GRANT	4,000.00+	
		471200	ADULT BASIC EDUCATION 84.002	1,569.00-	
141			EMS FIRE ALARM SYSTEM		08008679
		076100	REGULAR CAPITAL OUTLAY	35,000.00+	
		499998	FUND BALANCE	35,000.00+	
141			FUND TOTALS		
141			EXPENDITURE TOTAL	2,015,745.00+	
141			REVENUE TOTAL	2,015,745.00+	
142	10801		DECREASE APP SET UP FOR 08/09 10801		08002737
		071100	REGULAR INSTRUCTION PROGRAM	1,445,700.00-	
		072130	OTHER STUDENT SUPPORT	53,500.00-	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		072210	REGULAR INSTRUCTION PROGRAM	100,800.00-	
		471410	TITLE 1	1,600,000.00-	
142	10801		SET UP 07/08 CARRY OVER BDGT		08003243
		071100	REGULAR INSTRUCTION PROGRAM	37,409.13+	
		471410	TITLE 1	37,409.13+	
142	10901		SET UP BUDGET FOR TITLE I 08 09		08000035
		071100	REGULAR INSTRUCTION PROGRAM	1,445,700.00+	
		072130	OTHER STUDENT SUPPORT	53,500.00+	
		072210	REGULAR INSTRUCTION PROGRAM	100,800.00+	
		471410	TITLE I	1,600,000.00+	
142	10901		ADJ BEGINNING BAL W/08-09 ALLOCATION		08000499
		071100	REGULAR INSTRUCTION PROGRAM	609,721.00+	
		072130	OTHER STUDENT SUPPORT	26,225.00+	
		072210	REGULAR INSTRUCTION PROGRAM	23,739.00+	
		471410	TITLE I	659,685.00+	
142	10901		ADJ BEG. BAL WITH STATE BDGT MONITO		08005859
		071100	REGULAR INSTRUCTION PROGRAM	64,519.00-	
		072130	OTHER STUDENT SUPPORT	48,275.00+	
		072210	REGULAR INSTRUCTION PROGRAM	23,809.00+	
		471410	TITLE I	7,565.00+	
142	10911		08 09 FED THRU STATE AYP GRANT		08003933
		071100	REGULAR INSTRUCTION PROGRAM	35,000.00+	
		072130	OTHER STUDENT SUPPORT	80,000.00+	
		471410	ECIA-CHAPTER I	115,000.00+	
142	30901		EST IDEA PART B BUDGET FOR FY 08-09		08000500
		071200	SPECIAL EDUCATION PROGRAM	1,602,530.00+	
		072220	SPECIAL EDUCATION PROGRAM	344,100.00+	
		072710	TRANSPORTATION	105,324.00+	
		099100	TRANSFERS OUT	362,109.00+	
		471430	IDEA PART B	2,414,063.00+	
142	30911		08 09 FED THRU STATE AYP GRANT		08003932
		071200	SPECIAL EDUCATION PROGRAM	25,000.00+	
		475900	OTHER FEDERAL-STATE	25,000.00+	
142	40901		EST IDEA GRANT BDGT FOR FY 08-09		08000494
		071200	SPECIAL EDUCATION PROGRAM	98,860.00+	
		471430	IDEA-PRESCHOOL	98,860.00+	
142	40901		FINAL BUDGT PRESCHOOL IDEA GRANT		08007643
		071100	REGULAR INSTRUCTION PROGRAM	1,208.00+	
		471430	IDEA-PRESCHOOL	1,208.00+	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
142	50901		EST TITLE IV GRANT BDGT FOR 08-09		08000495
		072130	OTHER STUDENT SUPPORT	35,075.00+	
		475900	DRUG FREE SCHOOLS	35,075.00+	
142	60901		ADJ CARL PERKING 08-09 GRANT		08000498
		071300	VOCATIONAL EDUCATION PROGRAM	150,561.00+	
		072130	OTHER STUDENT SUPPORT	35,000.00+	
		072230	VOCATIONAL EDUCATION PROGRAM	5,500.00+	
		471310	CARL PERKINS	191,061.00+	
142	70811		TO CLEAR TITLE II PART D FRANT TO 0		08003246
		072130	OTHER STUDENT SUPPORT	17,000.00-	
		471421	TITLE II PART D	17,000.00-	
142	70901		EST TITLE II PART A BDGT FOR 08-09		08000497
		071100	REGULAR INSTRUCTION PROGRAM	427,200.00+	
		072210	REGULAR INSTRUCTION PROGRAM	72,775.00+	
		471890	TITLE II PART A	499,975.00+	
142	70901		ESTABLISH TITLE II PART A GRANT		08005386
		071100	REGULAR INSTRUCTION PROGRAM	1,062.00+	
		471890	TITLE II PART A	1,062.00+	
142	70911		EST TITLE II PART D BDGT FOR 08-09		08000496
		072130	OTHER STUDENT SUPPORT	16,934.00+	
		471421	TITLE II PART D	16,934.00+	
142	70911		EST AMENDED TITLE II PART D GRANT		08003247
		072130	OTHER STUDENT SUPPORT	100.00-	
		471421	TITLE II PART D	100.00-	
142	80901		EST FY 08 09 BUDGET		08000034
		071300	VOCATIONAL EDUCATION PROGRAM	29,795.00+	
		475906	VOC TRAN TO WORK GRANT 08 09	29,795.00+	
142	90901		EST BDGT FY 07-08 TITLE 111 FED GRNT		08000493
		071100	REGULAR INSTRUCTION PROGRAM	20,277.00+	
		475900	OTHER FEDERAL-STATE	20,277.00+	
142	90901		ESTABLISH FINAL ALLOCATION BDGT 08/9		08004894
		071100	REGULAR INSTRUCTION PROGRAM	4,193.00-	
		475900	OTHER FEDERAL-STATE	4,193.00-	
142	90901		REVISED FINAL ALLOCATION BDGT		08005512
		071100	REGULAR INSTRUCTION PROGRAM	75.00+	
		475900	OTHER FEDERAL-STATE	75.00+	
142	90901		EST FINAL BUDGT FOR ELL FED GRANT		08007066
		071100	REGULAR INSTRUCTION PROGRAM	0.88+	

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, 2009

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		475900	OTHER FEDERAL-STATE	0.88+	
142			FUND TOTALS		
142			EXPENDITURE TOTAL	4,131,752.01+	
142			REVENUE TOTAL	4,131,752.01+	
143			AMEND THE CAFETERIA BUDGET		08004475
		073100	FOOD SERVICE	64,000.00+	
		471110	USDA SCHOOL LUNCH PROGRAM	7,000.00+	
		471130	BREAKFAST PROGRAM	26,000.00+	
		498001	FUND BALANCE	31,000.00+	
143	73101		FRESH FRUIT/VEG GRANT FOR LANIER		08006887
		073100	FOOD SERVICE	25,650.00+	
		475900	OTHER FED THRU STATE	25,650.00+	
143			FUND TOTALS		
143			EXPENDITURE TOTAL	89,650.00+	
143			REVENUE TOTAL	89,650.00+	
146			AMEND EXTENDED SCHOOL BUDGET		08004476
		073300	COMMUNITY SERVICES	18,000.00-	
		498001	FUND BALANCE	18,000.00-	
146			FUND TOTALS		
146			EXPENDITURE TOTAL	18,000.00-	
146			REVENUE TOTAL	18,000.00-	
189	02039		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000490
		091110	GENERAL ADMINISTRATION PROJECTS	0.50-	
		469800	OTHER STATE GRANT	0.50-	
189	02039		PO 53915 CANCELLED-PUT \$ BACK IN BUD		08003361
		091110	GENERAL ADMINISTRATION PROJECTS	5,548.00+	
		469800	OTHER STATE GRANT	5,548.00+	
189	03045		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000490
		091110	GENERAL ADMINISTRATION PROJECTS	0.46-	
		495000	BOND PROCEEDS	0.46-	
189	03046		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000490
		091150	SOCIAL, CULTURAL AND RECREATION PROJ	1,288.28+	
		469800	OTHER STATE GRANTS	1,288.28+	
189	03046		FOR CONTRACTED SERVICES AT SMHC		08004530
		091150	SOCIAL, CULTURAL AND RECREATION PROJ	210,686.00+	
		469800	OTHER STATE GRANTS	210,686.00+	
189	04051		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000490
		091200	HIGHWAY & STREET CAPITAL PROJECTS	142,214.52-	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		445400	SALE OF PROPERTY	142,214.52-	
189	05061		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000490
		091140	PUBLIC HEALTH AND WELFARE PROJECTS	858.77-	
		495000	BOND PROCEEDS	858.77-	
189	05061		APP OF FUNDS FOR REROOFING HEALTH DE		08000609
		091140	PUBLIC HEALTH AND WELFARE PROJECTS	31,081.06+	
		495000	BOND PROCEEDS	31,081.06+	
189	05063		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000491
		091300	EDUCATION CAPITAL PROJECTS	0.61-	
		495000	BOND PROCEEDS	0.61-	
189	05063		TRANSFER BTW UNION MIDD/ELEM SCHOOLS		08007666
		495000	BOND PROCEEDS	206,000.00-	
189	05064		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000491
		091300	EDUCATION CAPITAL PROJECTS	0.19-	
		495000	BOND PROCEEDS	0.19-	
189	05064		TRANSFER BTW UNION MIDD/ELEM SCHOOLS		08007666
		495000	BOND PROCEEDS	206,000.00+	
189	05065		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000491
		091300	EDUCATION CAPITAL PROJECTS	0.27-	
		495000	BOND PROCEEDS	0.27-	
189	05066		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000491
		091300	EDUCATION CAPITAL PROJECTS	5,067.59-	
		495000	BOND PROCEEDS	5,067.59-	
189	06071		MOVE FUNDS BACK TO COURTHOUSE PROJ		08002823
		091110	GENERAL ADMINISTRATION PROJECTS	1,429.76+	
		449900	OTHER LOCAL REVENUES	1,429.76+	
189	06073		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000491
		091300	EDUCATION CAPITAL PROJECTS	980.80-	
		495000	BOND REVENUE	980.80-	
189	06073		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000492
		091300	EDUCATION CAPITAL PROJECTS	19,139.87+	
		495000	BOND REVENUE	19,139.87+	
189	06076		EXP THAT TRANSPIRED AFTER BDGT INPUT		08000492
		091110	GENERAL ADMINISTRATION PROJECTS	0.09-	
		495000	BOND PROCEEDS	0.09-	
189	08091		SET UP BDGTS FOR ROOF AT CH & REC CT		08001988
		091150	SOCIAL, CULTURAL AND RECREATION PROJ	120,000.00+	

FUND	PROJ	CC/OBJ	DESCRIPTION	AMOUNT	JE NUMBER
		495000	RES CTY CORRECTIONAL INCENT	120,000.00+	
189	08092		SET UP BDGTS FOR ROOF AT CH & REC CT		08001988
		091110	GENERAL ADMINISTRATION PROJECTS	100,000.00+	
		495000	RES CTY CORRECTIONAL INCENT	100,000.00+	
189			FUND TOTALS		
189			EXPENDITURE TOTAL	340,049.17+	
189			REVENUE TOTAL	340,049.17+	
263	00266		TRANSFER AS NEEDED		08000026
		058900	MISCELLANEOUS	50,000.00+	
		431011	WORKERS COMP GEN CO	50,000.00+	
263			FUND TOTALS		
263			EXPENDITURE TOTAL	50,000.00+	
263			REVENUE TOTAL	50,000.00+	

# **Memo**

**To: Blount County Legislative Body**  
**From: David R. Bennett, CPA, CGFM**  
**Re: Monthly Financial Report**

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I have enclosed the monthly financial report for your review. In my opinion, there are no adjustments that need to be made at this time.

REPORT 280-105

FUND 101: GENERAL GOVERNMENT

REVENUE COMPARISON REPORT

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE
THRU THE MONTH OF JANUARY 2009

Table with columns: FND OBJECT PROJ, ACCOUNT TITLE, ESTIMATED REVENUE, COLLECTIONS TO DATE THIS MONTH, COLLECTIONS TO DATE THIS YEAR, UNREALIZED BALANCE, LAST YEAR. Rows include various tax and fee categories like CURRENT PROPERTY TAX, DISCOUNT ON PROPERTY TAXES, TRUSTEE'S COLLECTIONS-PRIOR YEAR, etc.

REPORT 280-105

FUND 101: GENERAL GOVERNMENT

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND	OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
101	43392		DATA PROCESSING FEES- REGISTER	58,000.00	3,632.00	23,548.00	34,452.00	28,334.00
101	43393		PROBATION FEES	550,000.00	54,245.00	334,847.55	215,152.45	344,691.30
101	43396		DATA PROCESSING FEES - CLERK AND MAS	2,400.00	171.00	1,185.00	1,215.00	1,210.00
101	43990		OTHER CHARGES FOR SERVICES	8,300.00	180.00	4,760.00	3,540.00	4,628.00
			*****CHARGES FOR CURRENT SERVICES*	911,750.00	85,786.60	478,374.86	433,375.14	508,773.73
101	44110		INTEREST EARNED	200,000.00	9,969.87	97,570.15	102,429.85	115,206.09
101	44120		LEASE/RENTALS	0.00	0.00	1.00	1.00-	1.00
101	44130		SALE OF MATERIALS & SUPPLIES	200,600.00	38.13	1,289.34	199,310.66	622.62
101	44140		SALE OF MAPS	1,250.00	0.00	18.00	1,232.00	106.00
101	44141		GIS MAPPING	500.00	0.00	0.00	500.00	81.50
101	44145		SALE OF RECYCLED MATERIALS	0.00	0.00	270.20	270.20-	0.00
101	44170		MISCELLANEOUS REFUNDS	0.00	24.41	510.18	510.18-	39.49
101	44530		SALE OF EQUIPMENT	2,000.00	2,228.59-	13,066.18	11,066.18-	10,004.41
101	44570		CONTRIBUTIONS & GIFTS	0.00	820.97	7,189.97	7,189.97-	2,840.00
101	44990		OTHER LOCAL REVENUES	2,000.00	131.32	3,078.78	1,078.78-	5,378.92
101	44991		OTHER GOVERNMENTS FEES-JUV.CENTER	168,000.00	7,502.58	30,158.86	137,841.14	22,791.37
			*****OTHER LOCAL REVENUES*****	574,350.00	16,258.69	153,152.66	421,197.34	157,071.40
101	45510		COUNTY CLERK	1,408,524.00	107,948.92	685,757.82	722,766.18	579,448.09
101	45520		CIRCUIT COURT CLERK	310,000.00	37,705.52	199,760.23	110,239.77	183,298.55
101	45540		GENERAL SESSIONS CLERK FEES	1,837,078.00	161,100.54	931,616.66	905,461.34	982,803.66
101	45550		CLERK & MASTER	415,525.00	26,349.60	176,837.09	238,687.91	195,883.76
101	45580		REGISTER	892,000.00	49,224.84	311,945.56	580,054.44	420,269.81
101	45590		SHERIFF	40,000.00	8,945.82	33,514.52	6,485.48	32,117.78
101	45610		TRUSTEE	1,720,000.00	106,201.13	1,181,092.34	538,907.66	1,155,387.77
			***FEES RECEIVED FROM COUNTY OFFICIA	6,623,127.00	497,476.37	3,520,524.22	3,102,602.78	3,549,209.42
101	46110		JUVENILE SERVICES PROGRAM	0.00	0.00	2,250.00	2,250.00-	2,250.00
101	46160		STATE REAPPRAISAL GRANT	41,100.00	0.00	19,959.00	21,141.00	19,702.50
101	46210		LAW ENFORCEMENT TRAINING	90,000.00	0.00	0.00	90,000.00	88,200.00
101	46290		BYRNE GRANT	30,000.00	57,140.10	190,597.45	160,597.45-	171,537.96
101	46310		HEALTH DEPT PROGRAMS	866,810.00	0.00	224,235.28	642,574.72	278,820.37
101	46430		LITTER PROGRAM	73,849.00	0.00	18,288.31	55,560.69	1,109.25
101	46590		FEDERAL THRU STATE/DOJ WMD GRANT	25,000.00	0.00	243,199.23	218,199.23-	342,599.65
101	46820		INCOME TAX	350,000.00	624.48-	624.48-	350,624.48	0.00
101	46830		BEER TAX	17,500.00	0.00	9,979.77	7,520.23	10,466.40
101	46840		ALCOHOLIC BEVERAGE TAX	100,000.00	0.00	40,581.28	59,418.72	58,758.38
101	46850		MIXED DRINK TAX	55,000.00	6,420.34	47,966.32	7,033.68	37,200.50
101	46915		CONTRACTED PRISONER BOARD	800,000.00	72,120.00	243,404.78	556,595.22	394,088.13
101	46960		REGISTRAR'S SALARY SUPPLEMENT	18,000.00	2,627.00	6,722.00	11,278.00	8,190.00

REPORT 280-105

FUND 101: GENERAL GOVERNMENT

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
101 46980		OTHER STATE GRANTS	131,557.00	38,953.36	82,995.29	48,561.71	19,653.00
101 46990		OTHER STATE REVENUES	77,500.00	18,900.00	18,900.00	58,600.00	0.00
		*****STATE OF TENNESSEE*****	2,676,316.00	195,536.32	1,148,454.23	1,527,861.77	1,432,576.14
101 47235		HOMELAND SECURITY GRANT	0.00	0.00	243,199.00-	243,199.00	0.00
101 47591		FED GRANT - COMMUNITY POLICING 97-98	130,656.21	800.00	100,684.34	29,971.87	13,920.00
101 47710		COPS GRANT	0.00	0.00	0.00	0.00	246,660.10
101 47915		CONTRACTED PRISONER BOARD - FEDERAL	2,650,000.00	298,010.37	1,885,332.75	764,667.25	955,619.63
		*****FEDERAL GOVERNMENT*****	2,780,656.21	298,810.37	1,742,818.09	1,037,838.12	1,216,199.73
101 48100		PROPERTY TAX-IND DEV BOARD	168,500.00	0.00	0.00	168,500.00	0.00
101 48140		CONTRACTED SERVICES	7,250.00	0.00	7,250.00	0.00	0.00
		**OTHER GOVERNMENTS AND CITIZENS GRO	175,750.00	0.00	7,250.00	168,500.00	0.00
101 49200		NOTE PROCEEDS	550,000.00	0.00	1,074,555.00	524,555.00-	0.00
101 49500		OTHER LOANS ISSUED	0.00	0.00	1,074,555.00-	1,074,555.00	0.00
101 49800		OPERATING TRANSFERS	56,075.00	0.00	0.00	56,075.00	0.00
101 49801		OPERATING TRANSFERS	332,300.00	0.00	0.00	332,300.00	0.00
101 49802		OPERATING TRANSFERS-EMPLOYEE BENEFIT	10,000.00	0.00	100.00	9,900.00	0.00
101 49999		FUND BALANCE	185,570.00	0.00	0.00	185,570.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	1,133,945.00	0.00	100.00	1,133,845.00	0.00
FUND TOTAL			41,453,407.21	1,366,414.19	24,375,271.39	17,078,135.82	24,400,834.50

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 111: FEDERAL REVENUE SHARING FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 112: COURTHOUSE & JAIL MAINT FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
112 40260		LITIGATON TAX-SPECIAL PURPOSE	7,500.00	874.62	5,352.51	2,147.49	5,120.30
		*****LOCAL TAXES*****	7,500.00	874.62	5,352.51	2,147.49	5,120.30
112 49999		FUND BALANCE	14,399.00	0.00	0.00	14,399.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	14,399.00	0.00	0.00	14,399.00	0.00
		FUND TOTAL	21,899.00	874.62	5,352.51	16,546.49	5,120.30

REPORT 280-105

FUND 114: LAW LIBRARY

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
114	40260	LITIGATION TAX	6,750.00	873.22	5,353.78	1,396.22	5,110.43
		*****LOCAL TAXES*****	6,750.00	873.22	5,353.78	1,396.22	5,110.43
		FUND TOTAL	6,750.00	873.22	5,353.78	1,396.22	5,110.43

REPORT 280-105

FUND 115: PUBLIC LIBRARY

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
115 43190		OTHER GENERAL SERVICE CHARGES	2,500.00	0.00	0.00	2,500.00	0.00
115 43350		COPY FEES	18,000.00	1,805.80	13,426.42	4,573.58	11,981.95
115 43360		LIBRARY FEES	80,000.00	6,576.00	47,837.93	32,162.07	49,966.95
		*****CHARGES FOR CURRENT SERVICES*	100,500.00	8,381.80	61,264.35	39,235.65	61,948.90
115 44110		INTEREST EARNED	32,000.00	310.75	9,276.97	22,723.03	19,659.84
115 44570		CONTRIBUTIONS & GIFTS	5,500.00	1,865.00	9,756.00	4,256.00-	3,526.23
115 44990		OTHER LOCAL REVENUES	27,500.00	2,331.65	13,147.49	14,352.51	16,465.96
115 44991		CAFE REVENUE	108,000.00	6,582.08	49,937.73	58,062.27	56,442.21
		*****OTHER LOCAL REVENUES*****	173,000.00	11,089.48	82,118.19	90,881.81	96,094.24
115 46980		TECHNOLOGY THAT WORKS GRANT	12,000.00	0.00	0.00	12,000.00	0.00
		*****STATE OF TENNESSEE*****	12,000.00	0.00	0.00	12,000.00	0.00
115 48100		OTHER GOVERNMENTS	899,521.00	449,760.50	674,640.75	224,880.25	657,553.50
		**OTHER GOVERNMENTS AND CITIZENS GRO	899,521.00	449,760.50	674,640.75	224,880.25	657,553.50
115 49800		OPERATING TRANSFERS	899,520.00	449,760.00	674,640.00	224,880.00	657,551.25
115 49999		FUND BALANCE	26,500.00	0.00	0.00	26,500.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	926,020.00	449,760.00	674,640.00	251,380.00	657,551.25
		FUND TOTAL	2,111,041.00	918,991.78	1,492,663.29	618,377.71	1,473,147.89

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 120: LOCAL PURPOSE TAX

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 121: SPECIAL PURPOSE SPECIAL REVENUE FUND  
R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO DATE----- THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 122: DRUG CONTROL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
122 42140		DRUG CONTROL FINES - CIRCUIT COURT	700.00	57.00	342.71	357.29	199.50
122 42340		DRUG CONTROL FINES - SESSIONS COURT	10,000.00	1,325.25	10,623.20	623.20-	9,781.90
122 42910		PROCEEDS FR CONFISCATED PROPERTY	200,000.00	19,542.50	155,352.42	44,647.58	114,931.22
		*****FINES, FORFEITURES AND PENALTIE	210,700.00	20,924.75	166,318.33	44,381.67	124,912.62
122 44110		INTEREST EARNED	55,000.00	824.02	13,182.50	41,817.50	30,134.82
122 44530		SALE OF EQUIPMENT/VEHICLES	4,000.00	0.00	12,233.56	8,233.56-	4,000.00
122 44540		SALE OF PROPERTY	0.00	0.00	0.00	0.00	12,837.50
		*****OTHER LOCAL REVENUES*****	59,000.00	824.02	25,416.06	33,583.94	46,972.32
122 49999		FUND BALANCE	167,300.00	0.00	0.00	167,300.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	167,300.00	0.00	0.00	167,300.00	0.00
		FUND TOTAL	437,000.00	21,748.77	191,734.39	245,265.61	171,884.94

REPORT 280-105

FUND 128: DRUG COURT

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
128 40250		LITIGATION TAX-SESSIONS COURT	53,000.00	5,610.74	31,971.26	21,028.74	32,715.72
		*****LOCAL TAXES*****	53,000.00	5,610.74	31,971.26	21,028.74	32,715.72
128 42180		DUI EXCESS - CIRCUIT COURT FINES	600.00	0.00	1,458.25-	2,058.25	237.50
128 42380		DUI EXCESS - SESSIONS FINES	20,000.00	1,607.11	11,984.67	8,015.33	10,940.68
		*****FINES, FORFEITURES AND PENALTIE	20,600.00	1,607.11	10,526.42	10,073.58	11,178.18
128 43990		PARTICIPANT CONTRIBUTIONS	800.00	0.00	505.39	294.61	1,008.66
		*****CHARGES FOR CURRENT SERVICES*	800.00	0.00	505.39	294.61	1,008.66
128 44110		INTEREST EARNED	1,243.00	82.70	1,326.84	83.84-	1,454.19
128 44570		CONTRIBUTIONS & GIFTS	1,500.00	100.00	100.00	1,400.00	0.00
		*****OTHER LOCAL REVENUES*****	2,743.00	182.70	1,426.84	1,316.16	1,454.19
128 45520		CIR COURT CLERK-DRUG CT TREATMENT PR	17,000.00	1,906.49	11,929.55	5,070.45	10,418.04
		***FEES RECEIVED FROM COUNTY OFFICIA	17,000.00	1,906.49	11,929.55	5,070.45	10,418.04
128 46220		COMMUNITY ENHANCEMENT GRANT-DRUG COU	0.00	0.00	0.00	0.00	20,000.00
		*****STATE OF TENNESSEE*****	0.00	0.00	0.00	0.00	20,000.00
128 47590		OTHER FEDERAL THROUGH STATE - BYRNE	50,000.00	3,525.05	23,587.57	26,412.43	5,142.58
		*****FEDERAL GOVERNMENT*****	50,000.00	3,525.05	23,587.57	26,412.43	5,142.58
128 49999		FUND BALANCE	25,000.00-	0.00	0.00	25,000.00-	0.00
		*****OTHER SOURCES (NON-REVENUE)**	25,000.00-	0.00	0.00	25,000.00-	0.00
		FUND TOTAL	119,143.00	12,832.09	79,947.03	39,195.97	81,917.37

FEBRUARY 04, 2009

REPORT 280-105

B L O U N T   C O U N T Y ,   T E N N E S S E E

FUND    129: CONSTITUTIONAL OFFICERS FUND

R E V E N U E   C O M P A R I S O N   R E P O R T

CURRENT YEAR-TO-DATE TO    PRIOR YEAR-TO-DATE  
THRU THE MONTH OF        JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 131: HIGHWAY/PUBLIC WORKS FUND

REVENUE COMPARISON REPORT

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
131 40210		LOCAL OPTION SALES TAX	2,205,000.00	144,432.95	928,614.03	1,276,385.97	1,207,877.12
131 40280		MINERAL SEVERANCE TAX	200,000.00	22,000.57	47,519.33	152,480.67	80,015.30
		*****LOCAL TAXES*****	2,405,000.00	166,433.52	976,133.36	1,428,866.64	1,287,892.42
131 41591		NATURAL GAS FRANCHISE FEES	420,000.00	86,402.20	120,198.70	299,801.30	74,184.67
		*****LICENSES AND PERMITS*****	420,000.00	86,402.20	120,198.70	299,801.30	74,184.67
131 44110		INTEREST EARNED	9,000.00	0.00	1,063.58	7,936.42	1,253.05
131 44130		SALE-MATERIALS & SUPPLIES	3,000.00	0.00	0.00	3,000.00	0.00
131 44135		SALE OF GASOLINE & RELATED ITEMS	500,000.00	0.00	226,721.36	273,278.64	310,088.67
131 44990		OTHER LOCAL REVENUES	41,645.00	0.00	5,226.55	36,418.45	13,539.19
		*****OTHER LOCAL REVENUES*****	553,645.00	0.00	233,011.49	320,633.51	324,880.91
131 46420		STATE AID PROGRAM	470,000.00	0.00	69,768.58	400,231.42	175,031.73
131 46920		GASOLINE & MOTOR FUEL TAX	2,858,586.00	188,856.38	1,015,503.55	1,843,082.45	1,293,716.87
131 46930		GASOLINE INSPECTION FEE	0.00	7,082.26	35,411.30	35,411.30	42,493.56
		*****STATE OF TENNESSEE*****	3,328,586.00	195,938.64	1,120,683.43	2,207,902.57	1,511,242.16
131 48120		PAVING AND MAINTENANCE	50,000.00	0.00	0.00	50,000.00	0.00
		**OTHER GOVERNMENTS AND CITIZENS GRO	50,000.00	0.00	0.00	50,000.00	0.00
		FUND TOTAL	6,757,231.00	448,774.36	2,450,026.98	4,307,204.02	3,198,200.16

REPORT 280-105

FUND 141: GENERAL PURPOSE SCHOOL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
141 40110		CURRENT PROPERTY TAX	16,140,000.00	0.00	11,477,131.98	4,662,868.02	11,474,306.11
141 40115		DISCOUNT ON PROPERTY TAXES	205,000.00-	0.00	0.00	205,000.00-	0.00
141 40120		TRUSTEE'S COLLECTIONS-PRIOR YEAR	750,000.00	0.00	424,418.87	325,581.13	486,016.27
141 40130		CIRCUIT COURT/CLERK & MASTER COLLECT	70,000.00	2,151.40	24,374.41	45,625.59	25,645.01
141 40140		INTEREST & PENALTY	90,000.00	0.00	46,130.92	43,869.08	34,026.82
141 40150		PICK-UP TAXES	80,000.00	0.00	90,674.77	10,674.77-	46,102.65
141 40161		PAYMENTS IN LIEU OF TAXES-TVA	12,000.00	1,106.55	6,358.20	5,641.80	7,089.99
141 40162		PAYMENTS IN LIEU OF TAXES-LOCAL UTIL	105,000.00	0.00	0.00	105,000.00	62,385.63
141 40210		LOCAL OPTION SALES TAX	11,254,000.00	818,641.88	4,254,178.36	6,999,821.64	5,446,773.75
141 40270		BUSINESS TAX	395,000.00	12,394.39	92,304.81	302,695.19	94,386.34
141 40290		OTHER CTY LOCAL OPT TAXES	11,000.00	534.22	4,204.82	6,795.18	4,361.51
		*****LOCAL TAXES*****	28,702,000.00	834,828.44	16,419,777.14	12,282,222.86	17,681,094.08
141 41110		MARRIAGE LICENSES	4,000.00	387.08	3,159.98	840.02	2,032.75
		*****LICENSES AND PERMITS*****	4,000.00	387.08	3,159.98	840.02	2,032.75
141 43542		INSTRUCTIONAL SERVICES CONTRACT	38,000.00	0.00	0.00	38,000.00	14,095.00
		*****CHARGES FOR CURRENT SERVICES*	38,000.00	0.00	0.00	38,000.00	14,095.00
141 44110		INTEREST EARNED	429,900.00	7,649.47	84,738.04	345,161.96	236,864.37
141 44120		LEASE/RENTALS	40,000.00	2,091.33	9,961.92	30,038.08	11,840.12
141 44170		MISCELLANEOUS REFUNDS	31,000.00	0.00	64,274.03	33,274.03-	66,203.98
141 44530		SALE OF EQUIPMENT	2,000.00	0.00	1,407.16	592.84	0.00
141 44560		DAMAGES RECOVER-INDIVIDUALS	10,891.00	0.00	6.30	10,884.70	417.48
141 44570		CONTRIBUTIONS & GIFTS	74,522.00	58.35	53,739.75	20,782.25	27,930.58
141 44990		OTHER LOCAL REVENUES	133,300.00	5,827.07	56,384.44	76,915.56	65,804.91
		*****OTHER LOCAL REVENUES*****	721,613.00	15,626.22	270,511.64	451,101.36	409,061.44
141 46511		BASIC EDUCATION	43,400,000.00	4,339,600.00	26,037,600.00	17,362,400.00	25,439,800.00
141 46515		PRESCHOOL LOTTERY GRANT	495,515.00	0.00	11,955.26	483,559.74	43,231.24
141 46550		DRIVER EDUCATION	15,000.00	6,649.00	6,649.00	8,351.00	0.00
141 46590		OTHER STATE EDUCATION FUNDS	395,092.00	4,414.42	329,670.22	65,421.78	29,192.24
141 46591		INCENTIVE AWARD	0.00	0.00	1,957.45	1,957.45-	1,000.00
141 46610		CAREER LADDER PROGRAM	600,000.00	0.00	249,150.23	350,849.77	292,543.59
141 46612		CAREER LADDER EXTENDED CONTRACT	260,000.00	0.00	54,925.00	205,075.00	126,268.50
141 46850		MIXED DRINK TAX	40,000.00	4,087.48	30,537.46	9,462.54	23,725.58
141 46851		STATE REVENUE SHARING-TVA	1,084,000.00	283,623.47	567,246.94	516,753.06	541,759.78
141 46980		EARLY CHILDHOOD EDUCATION	232,000.00	6,190.23	65,488.15	166,511.85	99,524.08
141 46981		SPECIAL ED NCLB STATE GRANT	72,985.00	0.00	0.00	72,985.00	0.00
		*****STATE OF TENNESSEE*****	46,594,592.00	4,644,564.60	27,355,179.71	19,239,412.29	26,597,045.01

REPORT 280-105

FUND 141: GENERAL PURPOSE SCHOOL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
141 47120		ADULT BASIC EDUCATION 84.002	158,431.00	13,243.27	66,301.95	92,129.05	69,576.71
141 47143		EDUCATION OF THE HANDICAPPED ACT 84.	50,000.00	0.00	83,028.95	33,028.95-	41,375.28
141 47640		ROTC REIMBURSEMENT	110,000.00	10,227.45	51,155.25	58,844.75	48,506.81
		*****FEDERAL GOVERNMENT*****	318,431.00	23,470.72	200,486.15	117,944.85	159,458.80
141 49800		OPERATING TRANSFERS	362,109.00	0.00	0.00	362,109.00	0.00
141 49950		RESERVE FOR CAPITAL OUTLAY	162,000.00	0.00	0.00	162,000.00	0.00
141 49999		FUND BALANCE	2,078,000.00	0.00	0.00	2,078,000.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	2,602,109.00	0.00	0.00	2,602,109.00	0.00
FUND TOTAL			78,980,745.00	5,518,877.06	44,249,114.62	34,731,630.38	44,862,787.08

REPORT 280-105

FUND 142: SCHOOL FEDERAL PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
142	47131	BASIC VOCATIONAL	382,122.00	22,468.24	145,610.52	236,511.48	58,787.96
142	47141	ECIA CHAPTER I	2,419,659.13	162,300.00	1,085,038.50	1,334,620.63	809,464.02
142	47142	ECIA CHAPTER II	16,834.00	356.48	5,680.30	11,153.70	12,496.22
142	47143	EDUCATION-HANDICAPPED ACCT	5,028,131.00	0.00	501,196.10	4,526,934.90	567,837.27
142	47189	TITLE II PROJECT	1,001,012.00	0.00	197,046.49	803,965.51	289,593.81
142	47590	OTHER FEDERAL THROUGH STATE	201,381.88	3,501.88	35,937.33	165,444.55	17,753.30
		*****FEDERAL GOVERNMENT*****	9,049,140.01	188,626.60	1,970,509.24	7,078,630.77	1,755,932.58
		FUND TOTAL	9,049,140.01	188,626.60	1,970,509.24	7,078,630.77	1,755,932.58

REPORT 280-105

FUND 143: CENTRAL CAFETERIA

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
143 43570		RECEIPTS FROM INDIVIDUAL SCHOOLS	2,930,000.00	267,955.52	1,505,158.75	1,424,841.25	1,642,089.49
		*****CHARGES FOR CURRENT SERVICES*	2,930,000.00	267,955.52	1,505,158.75	1,424,841.25	1,642,089.49
143 44110		INTEREST EARNED	25,000.00	133.23	5,194.42	19,805.58	17,181.53
143 44530		SALE OF EQUIPMENT	0.00	0.00	1,802.76	1,802.76-	0.00
		*****OTHER LOCAL REVENUES*****	25,000.00	133.23	6,997.18	18,002.82	17,181.53
143 46520		SCHOOL FOOD SERVICE	57,000.00	56,504.00	56,504.00	496.00	57,657.00
		*****STATE OF TENNESSEE*****	57,000.00	56,504.00	56,504.00	496.00	57,657.00
143 47111		USDA SCHOOL LUNCH PROGRAM	1,791,000.00	0.00	639,624.81	1,151,375.19	769,161.81
143 47113		BREAKFAST PROGRAM	630,000.00	0.00	208,726.39	421,273.61	262,725.86
143 47590		OTHER FED THRU STATE	25,650.00	0.00	0.00	25,650.00	0.00
		*****FEDERAL GOVERNMENT*****	2,446,650.00	0.00	848,351.20	1,598,298.80	1,031,887.67
143 49800		FUND BALANCE	331,000.00	0.00	0.00	331,000.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	331,000.00	0.00	0.00	331,000.00	0.00
		FUND TOTAL	5,789,650.00	324,592.75	2,417,011.13	3,372,638.87	2,748,815.69

REPORT 280-105

FUND 146: EXT. DAY CARE PROGRAM

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
146 43581		COMMUNITY SERVICE FEES-CHILDREN	1,733,000.00	69,722.50	718,332.58	1,014,667.42	810,973.41
		*****CHARGES FOR CURRENT SERVICES*	1,733,000.00	69,722.50	718,332.58	1,014,667.42	810,973.41
146 44110		INTEREST EARNED	15,000.00	153.99	3,765.18	11,234.82	8,652.15
146 44990		MISCELLANEOUS REVENUE	5,000.00	0.00	3,260.00	1,740.00	3,140.00
		*****OTHER LOCAL REVENUES*****	20,000.00	153.99	7,025.18	12,974.82	11,792.15
146 46590		CHILD CARE ASSISTANCE-DHS	125,000.00	10,335.20	59,738.30	65,261.70	65,558.30
146 46591		ESP FOOD PROGRAM	0.00	4,376.44	16,151.08	16,151.08-	0.00
		*****STATE OF TENNESSEE*****	125,000.00	14,711.64	75,889.38	49,110.62	65,558.30
146 49800		FUND BALANCE	152,000.00	0.00	0.00	152,000.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	152,000.00	0.00	0.00	152,000.00	0.00
FUND TOTAL			2,030,000.00	84,588.13	801,247.14	1,228,752.86	888,323.86

REPORT 280-105

FUND 151: GENERAL DEBT SERVICE FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
151 40110		CURRENT PROPERTY TAX	13,525,200.00	0.00	9,677,969.18	3,847,230.82	9,707,871.03
151 40115		DISCOUNT ON PROPERTY TAXES	110,000.00-	0.00	0.00	110,000.00-	0.00
151 40120		TRUSTEE'S COLLECTIONS - PRIOR YEARS	225,000.00	0.00	357,744.98	132,744.98-	357,984.66
151 40130		CIR.CLRK/CLK&MASTER COLLECTIONS PR.Y	36,000.00	1,814.15	20,553.46	15,446.54	21,586.46
151 40140		INTEREST & PENALTY	33,000.00	0.00	33,772.44	772.44-	28,000.84
151 40150		PICK UP TAXES	35,000.00	0.00	70,074.17	35,074.17-	35,973.89
151 40162		PAYMENTS IN LIEU OF TAXES-LOCAL UTIL	77,000.00	0.00	0.00	77,000.00	52,512.53
151 40270		BUSINESS TAX	237,247.00	10,451.42	77,834.87	159,412.13	79,448.84
		*****LOCAL TAXES*****	14,058,447.00	12,265.57	10,237,949.10	3,820,497.90	10,283,378.25
151 44110		INTEREST EARNED	500,000.00	10,985.07	152,540.01	347,459.99	296,766.95
151 44120		LEASE/RENTALS	18,000.00	0.00	28,000.00	10,000.00-	25,500.00
151 44170		MISCELLANEOUS REFUNDS	0.00	0.00	56,032.34	56,032.34-	0.00
		*****OTHER LOCAL REVENUES*****	518,000.00	10,985.07	236,572.35	281,427.65	322,266.95
151 46915		CONTRACTED PRISONER BOARD	200,000.00	0.00	0.00	200,000.00	0.00
		*****STATE OF TENNESSEE*****	200,000.00	0.00	0.00	200,000.00	0.00
151 48140		CONTRACTED SERVICES	215,000.00	0.00	0.00	215,000.00	0.00
		**OTHER GOVERNMENTS AND CITIZENS GRO	215,000.00	0.00	0.00	215,000.00	0.00
151 49999		FUND BALANCE	1,667,619.00	0.00	0.00	1,667,619.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	1,667,619.00	0.00	0.00	1,667,619.00	0.00
		FUND TOTAL	16,659,066.00	23,250.64	10,474,521.45	6,184,544.55	10,605,645.20

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 171: GENERAL CAPITAL PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 172: COMMUNITY DEV/INDUSTRIAL PK

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 173: SANITATION PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 176: HIGHWAY CAPITAL PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 177: EDUCATION CAPITAL PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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B L O U N T C O U N T Y , T E N N E S S E E

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FUND 179: ASBESTOS ABATEMENT FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 180: OFFICE EQUIPMENT FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 181: CAPITAL OUTLAY SHERIFF CRUISERS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 182: CAPITAL OUTLAY COMPUTER FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 183: BL.OCCUPATIONAL EDUC. CENTER MAINT. FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 184: SCHOOL BUILDING FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

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FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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B L O U N T C O U N T Y , T E N N E S S E E

FUND 185: COMMUNITY DEVELOPMENT/INDUSTRIAL PARK FU

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO DATE-----	THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 189: GENERAL CONSTRUCTION PROJECTS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
189 44170		MISCELLANEOUS REFUNDS	0.00	427.10	484.54	484.54-	59,212.00
189 44540		SALE OF PROPERTY	2,190,287.48	0.00	2,700,000.00	509,712.52-	0.00
189 44990		OTHER LOCAL REVENUES	1,429.76	2,662.54	2,662.54	1,232.78-	0.00
		*****OTHER LOCAL REVENUES*****	2,191,717.24	3,089.64	2,703,147.08	511,429.84-	59,212.00
189 46980		OTHER STATE GRANT	532,206.78	0.00	0.00	532,206.78	0.00
		*****STATE OF TENNESSEE*****	532,206.78	0.00	0.00	532,206.78	0.00
189 47990		OTHER DIRECT FED REVENUE-FIRING RANG	84,905.00	30,687.00	1,480,957.56	1,396,052.56-	0.00
		*****FEDERAL GOVERNMENT*****	84,905.00	30,687.00	1,480,957.56	1,396,052.56-	0.00
189 48130		CONTRIBUTIONS	0.00	10,000.00	50,000.00	50,000.00-	0.00
		**OTHER GOVERNMENTS AND CITIZENS GRO	0.00	10,000.00	50,000.00	50,000.00-	0.00
189 49500		BOND PROCEEDS	6,785,650.15	700,000.00	2,255,717.93	4,529,932.22	13,602,421.68
		*****OTHER SOURCES (NON-REVENUE)**	6,785,650.15	700,000.00	2,255,717.93	4,529,932.22	13,602,421.68
		FUND TOTAL	9,594,479.17	743,776.64	6,489,822.57	3,104,656.60	13,661,633.68

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 204: SPECIAL PURPOSE-SPECIAL REVENUE FUND  
R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO DATE----- THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 263: GENERAL LIABILITY

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
263 43101		SELF-INSURANCE PREMIUMS	12,862,320.00	1,432,858.86	8,471,448.06	4,390,871.94	7,347,714.30
263 43102		OTHER EMPLOYEE BENEFITS - GEN CO	2,158,000.00	62,992.00	784,980.00	1,373,020.00	630,380.59
		*****CHARGES FOR CURRENT SERVICES*	15,020,320.00	1,495,850.86	9,256,428.06	5,763,891.94	7,978,094.89
263 44110		INTEREST EARNED	65,000.00	317.81	14,134.57	50,865.43	64,356.44
263 44160		COUNTY RETIREES	2,100.00	154,103.39	184,281.13	182,181.13-	14,220.80
263 44170		MISCELLANEOUS REFUNDS	0.00	310.00	310.00	310.00-	0.00
263 44520		INSURANCE RECOVERY	0.00	33,882.77	106,307.25	106,307.25-	36,992.38
263 44990		COBRA GENERAL COUNTY	46,100.00	2,980.54	26,191.46	19,908.54	27,153.57
		*****OTHER LOCAL REVENUES*****	113,200.00	191,594.51	331,224.41	218,024.41-	142,723.19
263 48990		PHARMACY DISCOUNT CARD	0.00	0.00	0.00	0.00	10.40
		**OTHER GOVERNMENTS AND CITIZENS GRO	0.00	0.00	0.00	0.00	10.40
263 49999		FUND BALANCE	50,000.00	0.00	0.00	50,000.00	0.00
		*****OTHER SOURCES (NON-REVENUE)**	50,000.00	0.00	0.00	50,000.00	0.00
		FUND TOTAL	15,183,520.00	1,687,445.37	9,587,652.47	5,595,867.53	8,120,828.48

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 264: EMPLOYEE BENEFIT FUND - HEALTH & LIFE

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO DATE----- THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 265: EMPLOYEE BENEFIT FUND - DENTAL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 266: WORKER'S COMPENSATION FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 268: GENERAL LIABILITY FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 301: DRUG CONTROL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 303: EMPLOYEE HEALTH INSURANCE FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 304: DISTRICT ATTORNEY GENERAL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
304 42160		DIST ATTY GENERAL FEES	1,150.00	202.82	679.10	470.90	356.24
304 42360		DISTRICT ATTY GENERAL FEES	18,000.00	1,238.47	8,093.40	9,906.60	7,868.59
		*****FINES, FORFEITURES AND PENALTIE	19,150.00	1,441.29	8,772.50	10,377.50	8,224.83
304 44110		INTEREST EARNED	525.00	71.41	1,174.97	649.97-	2,271.75
		*****OTHER LOCAL REVENUES*****	525.00	71.41	1,174.97	649.97-	2,271.75
FUND TOTAL			19,675.00	1,512.70	9,947.47	9,727.53	10,496.58

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REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 305: WORKERS' COMPENSATION FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 306: PATIENT TRUST FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 307: JUDICIAL DISTRICT DRUG

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS THIS MONTH	TO DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
307 42810		FINES	55,000.00	2,279.33	30,586.51	24,413.49	31,492.56
307 42865		DRUG TAS FORCE FORFEITURES AND SEIZU	75,000.00	598.52	80,094.11	5,094.11-	77,048.13
		*****FINES, FORFEITURES AND PENALTIE	130,000.00	2,877.85	110,680.62	19,319.38	108,540.69
307 44110		INTEREST EARNED	40,000.00	775.79	11,741.91	28,258.09	30,376.27
307 44520		INSURANCE RECOVERY	0.00	0.00	0.00	0.00	8,600.00
307 44540		SALE OF PROPERTY	0.00	0.00	5,175.00	5,175.00-	0.00
307 44990		MISCELLANEOUS REVENUE	0.00	0.00	93.42	93.42-	46.01
		*****OTHER LOCAL REVENUES*****	40,000.00	775.79	17,010.33	22,989.67	39,022.28
307 46990		SUBSTANCE TAX REVENUE	12,000.00	393.75	2,262.74	9,737.26	4,146.41
		*****STATE OF TENNESSEE*****	12,000.00	393.75	2,262.74	9,737.26	4,146.41
307 48130		CONTRIBUTIONS	23,750.00	0.00	23,750.00	0.00	23,750.00
		**OTHER GOVERNMENTS AND CITIZENS GRO	23,750.00	0.00	23,750.00	0.00	23,750.00
		FUND TOTAL	205,750.00	4,047.39	153,703.69	52,046.31	175,459.38

REPORT 280-105

FUND 308: ENDOWMENT FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
308	44110	INTEREST EARNED	20,000.00	2,174.34	13,263.48	6,736.52	11,299.92
		*****OTHER LOCAL REVENUES*****	20,000.00	2,174.34	13,263.48	6,736.52	11,299.92
		FUND TOTAL	20,000.00	2,174.34	13,263.48	6,736.52	11,299.92

FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 333: ENDOWMENT PRINCIPAL

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 334: CHILDREN'S HOME TRUST FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FUND 336: TAX TRUST FUND

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
336 48990		TAX TRUST FUND	0.00	208.23	42,783.85-	42,783.85	37,710.56
		**OTHER GOVERNMENTS AND CITIZENS GRO	0.00	208.23	42,783.85-	42,783.85	37,710.56
		FUND TOTAL	0.00	208.23	42,783.85-	42,783.85	37,710.56

REPORT 280-105

FUND 351: CITIES-SALES TAX

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
351 40210		LOCAL OPTION SALES TAX	0.00	1,141,437.76	5,753,579.32	5,753,579.32-	7,332,384.04
		*****LOCAL TAXES*****	0.00	1,141,437.76	5,753,579.32	5,753,579.32-	7,332,384.04
		FUND TOTAL	0.00	1,141,437.76	5,753,579.32	5,753,579.32-	7,332,384.04

REPORT 280-105

FUND 355: CITY SCHOOL ADA-NO 1

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	COLLECTIONS THIS MONTH	TO DATE THIS YEAR	UNREALIZED BALANCE	LAST YEAR
355 40110		CURRENT PROPERTY TAX	2,000,000.00	0.00	1,583,556.11	416,443.89	1,607,423.09
355 40120		TRUSTEES COLLECT-PRIOR YR	25,000.00	0.00	58,566.35	33,566.35-	67,686.72
355 40130		CIRCUIT CLK/CLK & MSTR COLL PRIOR YR	3,700.00	296.84	4,924.11	1,224.11-	4,953.85
355 40140		INTEREST AND PENALTY	3,500.00	0.00	5,994.21	2,494.21-	4,713.99
355 40150		PICK-UP TAXES	15,000.00	0.00	12,079.55	2,920.45	6,313.99
355 40162		PMTS-LIEU-TAXES-LOC UTIL	8,200.00	0.00	0.00	8,200.00	8,881.01
355 40210		LOCAL OPTION SALES TAX	1,400,000.00	112,950.88	706,667.17	693,332.83	887,355.86
355 40270		BUSINESS TAX	40,000.00	1,710.10	16,247.66	23,752.34	19,357.72
355 40290		OTHER CTY LOCAL OPT TAXES	2,000.00	73.71	694.32	1,305.68	613.03
		*****LOCAL TAXES*****	3,497,400.00	115,031.53	2,388,729.48	1,108,670.52	2,607,299.26
355 41110		MARRIAGE LICENSES	400.00	53.41	435.99	35.99-	340.60
		*****LICENSES AND PERMITS*****	400.00	53.41	435.99	35.99-	340.60
355 44990		OTHER LOCAL REVENUES	0.00	5.45	70.86	70.86-	52.37
		*****OTHER LOCAL REVENUES*****	0.00	5.45	70.86	70.86-	52.37
355 46850		MIXED DRINK TAX	5,000.00	563.96	4,829.72	170.28	3,757.33
		*****STATE OF TENNESSEE*****	5,000.00	563.96	4,829.72	170.28	3,757.33
		FUND TOTAL	3,502,800.00	115,654.35	2,394,066.05	1,108,733.95	2,611,449.56

REPORT 280-105

FUND 356: CITY SCHOOL ADA-NO 2

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	ACCOUNT TITLE	ESTIMATED REVENUE	-----COLLECTIONS TO DATE----- THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
356 40110		CURRENT PROPERTY TAX	7,000,000.00	0.00	4,966,867.52	2,033,132.48	4,942,736.84
356 40120		TRUSTEES COLLECT-PRIOR YR	150,000.00	0.00	183,623.57	33,623.57-	208,245.42
356 40130		CIRCUIT CLK/CLK & MSTR COLL - PRIOR	20,000.00	931.05	15,444.60	4,555.40	15,232.76
356 40140		INTEREST AND PENALTY	20,000.00	0.00	19,685.01	314.99	14,552.73
356 40150		PICK-UP TAXES	75,000.00	0.00	38,857.41	36,142.59	19,644.59
356 40162		PMTS-LIEU-TAXES-LOC UTIL	50,000.00	0.00	0.00	50,000.00	27,308.35
356 40210		LOCAL OPTION SALES TAX	4,000,000.00	354,277.96	2,216,508.58	1,783,491.42	2,728,551.11
356 40270		BUSINESS TAX	125,000.00	5,363.84	50,961.83	74,038.17	61,424.30
356 40290		OTHER CTY LOCAL OPT TAXES	5,000.00	231.19	2,177.78	2,822.22	2,195.53
		*****LOCAL TAXES*****	11,445,000.00	360,804.04	7,494,126.30	3,950,873.70	8,019,891.63
356 41110		MARRIAGE LICENSES	1,400.00	167.51	1,367.53	32.47	1,004.90
		*****LICENSES AND PERMITS*****	1,400.00	167.51	1,367.53	32.47	1,004.90
356 44990		OTHER LOCAL REVENUES	400.00	17.08	222.20	177.80	203.36
		*****OTHER LOCAL REVENUES*****	400.00	17.08	222.20	177.80	203.36
356 46850		MIXED DRINK TAX	16,000.00	1,768.91	15,148.73	851.27	11,553.50
		*****STATE OF TENNESSEE*****	16,000.00	1,768.91	15,148.73	851.27	11,553.50
		FUND TOTAL	11,462,800.00	362,757.54	7,510,864.76	3,951,935.24	8,032,653.39

FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 358: DEFERRED COMPENSATION

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 359: COMMUNITY DEVELOPMENT

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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FEBRUARY 04, 2009

REPORT 280-105

B L O U N T C O U N T Y , T E N N E S S E E

FUND 362: OTHER AGENCY FUNDS

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	-----	ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO THIS MONTH	DATE----- THIS YEAR	UNREALIZED BALANCE	LAST YEAR
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REPORT 280-105

FUND 920: PAYROLL CLEARING ACCOUNT

R E V E N U E C O M P A R I S O N R E P O R T

CURRENT YEAR-TO-DATE TO PRIOR YEAR-TO-DATE  
THRU THE MONTH OF JANUARY 2009

FND OBJECT	PROJ	----- ACCOUNT TITLE-----	ESTIMATED REVENUE	-----COLLECTIONS TO DATE----- THIS MONTH	THIS YEAR	UNREALIZED BALANCE	LAST YEAR
TOTAL ALL FUNDS			203,404,096.39	12,969,458.53	120,382,868.91	83,021,227.48	30,191,635.59

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51100: COUNTY COMMISSION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
162	CLERICAL PERSONNEL	41,277.00	0.00	23,963.52	3,423.36	17,313.48	22,822.37
168	TEMPORARY	2,032.00	0.00	1,362.00	90.00	670.00	1,896.00
191	BOARD & COMMITTEE MEMBERS FEES	113,400.00	0.00	66,150.00	9,450.00	47,250.00	66,150.00
OJ TOT	*****PERSONAL SERVICES*	156,709.00	0.00	91,475.52	12,963.36	65,233.48	90,868.37
201	SOCIAL SECURITY	9,716.00	0.00	5,536.10	788.74	4,179.90	5,572.96
204	STATE RETIREMENT	4,235.00	0.00	2,458.68	351.24	1,776.32	2,330.16
205	EMPLOYEE INSURANCE	6,324.00	0.00	4,314.01	578.81	2,009.99	3,713.82
206	EMPLOYEE INSURANCE-LIFE	216.00	0.00	108.24	17.22	107.76	86.72
207	EMPLOYEE INSURANCE-HEALTH	4,128.00	0.00	2,407.85	344.00	1,720.15	2,407.65
208	EMPLOYEE INSURANCE-DENTAL	276.00	0.00	156.84	23.00	119.16	146.44
210	UNEMPLOYMENT COMPENSATION	56.00	0.00	41.89	31.71	14.11	44.85
212	EMPLOYER MEDICARE LIABILITY	2,273.00	0.00	1,313.78	185.67	959.22	1,305.38
OJ TOT	*****EMPLOYEE BENEFITS*	27,224.00	0.00	16,337.39	2,320.39	10,886.61	15,607.98
302	ADVERTISING	828.00	0.00	0.00	0.00	828.00	0.00
320	DUES & MEMBERSHIPS	6,153.00	0.00	6,075.00	0.00	78.00	6,075.00
330	LEASE PAYMENTS	1,910.00	1,326.00	930.00	155.00	0.00	1,085.00
332	LEGAL NOTICES - REC & COURT CO	1,528.00	1,346.61	1,077.58	450.78	528.00	670.71
349	PRINTING-STATIONERY & FORMS	819.00	250.00	581.00	160.00	479.00	72.00
355	TRAVEL	4,758.00	4,316.57	510.63	0.00	1,634.80	0.00
356	TUITION	1,960.00	365.00	200.00	0.00	1,925.00	300.00
399	OTHER CONTRACTED SERVICES	4,971.00	2,070.90	2,899.26	828.36	0.84	2,899.26
OJ TOT	*****CONTRACTED SERVICES	22,927.00	9,675.08	12,273.47	1,594.14	5,473.64	11,101.97
411	DATA PROCESSING SUP	296.00	0.00	147.89	0.00	148.11	107.22
414	DUPLICATING SUPPLIES	526.00	0.00	231.48	0.00	294.52	213.90
435	OFFICE SUPPLIES	365.00	0.00	63.06	0.00	301.94	181.76
437	PERIODICALS	180.00	43.50	27.30	0.00	109.20	18.00
499	OTHER SUPPLIES & MATERIALS	1,139.00	114.12	397.63	171.40	824.64	162.72
OJ TOT	*****SUPPLIES & MATERIAL	2,506.00	157.62	867.36	171.40	1,678.41	683.60
513	WORKERS' COMPENSATION	235.00	0.00	235.00	235.00	0.00	232.00
OJ TOT	*****OTHER CHARGES***	235.00	0.00	235.00	235.00	0.00	232.00
CC TOT	COUNTY COMMISSION	209,601.00	9,832.70	121,188.74	17,284.29	83,272.14	118,493.92

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51210: BOARD OF EQUALIZATION

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
191	BOARD & COMMITTEE MEMBERS FEES	2,000.00	0.00	330.00	0.00	1,670.00	0.00
OJ TOT	*****PERSONAL SERVICES*	2,000.00	0.00	330.00	0.00	1,670.00	0.00
201	SOCIAL SECURITY	124.00	0.00	20.46	0.00	103.54	0.00
210	UNEMPLOYMENT COMPENSATION	0.00	0.00	2.64	0.00	2.64-	0.00
212	EMPLOYER MEDICARE LIABILITY	29.00	0.00	4.79	0.00	24.21	0.00
OJ TOT	*****EMPLOYEE BENEFITS*	153.00	0.00	27.89	0.00	125.11	0.00
499	OTHER SUPPLIES & MATERIALS	300.00	275.00	0.00	0.00	300.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	300.00	275.00	0.00	0.00	300.00	0.00
513	WORKERS' COMPENSATION	3.00	0.00	3.00	3.00	0.00	4.00
OJ TOT	*****OTHER CHARGES***	3.00	0.00	3.00	3.00	0.00	4.00
CC TOT	BOARD OF EQUALIZATION	2,456.00	275.00	360.89	3.00	2,095.11	4.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51220: BEER BOARD

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
332 LEGAL NOTICES-REC & COURT COST	200.00	153.00	151.29	0.00	0.00	122.02
OJ TOT *****CONTRACTED SERVICES	200.00	153.00	151.29	0.00	0.00	122.02
CC TOT BEER BOARD	200.00	153.00	151.29	0.00	0.00	122.02

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51230: BUDGET & FINANCE COMMITTEE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
330	LEASE PAYMENTS	700.00	0.00	0.00	0.00	700.00	700.00
332	LEGAL NOTICES	600.00	0.00	0.00	0.00	600.00	600.00
349	PRINTING-STATIONERY & FORMS	500.00	0.00	0.00	0.00	500.00	500.00
399	OTHER CONTRACTED SERVICES	250.00	0.00	0.00	0.00	250.00	250.00
OJ TOT	*****CONTRACTED SERVICES	2,050.00	0.00	0.00	0.00	2,050.00	2,050.00
414	DUPLICATING SUPPLIES	550.00	0.00	0.00	0.00	550.00	550.00
OJ TOT	*****SUPPLIES & MATERIAL	550.00	0.00	0.00	0.00	550.00	550.00
599	OTHER CHARGES	500.00	0.00	0.00	0.00	500.00	500.00
OJ TOT	*****OTHER CHARGES***	500.00	0.00	0.00	0.00	500.00	500.00
CC TOT	BUDGET & FINANCE COMMITTEE	3,100.00	0.00	0.00	0.00	3,100.00	3,100.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51300: COUNTY MAYOR/EXECUTIVE OFFICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICAL/ADMINISTRATIVE	118,492.00	0.00	69,120.38	9,874.34	49,371.62	65,828.56
103	ASSISTANT	13,216.00	0.00	13,213.92	0.00	2.08	12,586.00
162	CLERICAL	77,644.00	0.00	42,739.46	6,981.16	34,904.54	40,702.40
OJ TOT	*****PERSONAL SERVICES*	209,352.00	0.00	125,073.76	16,855.50	84,278.24	119,116.96
201	SOCIAL SECURITY	11,679.00	0.00	6,384.89	1,022.56	5,294.11	6,916.22
204	STATE RETIREMENT	21,480.00	0.00	12,155.64	1,729.38	9,324.36	12,020.53
205	EMPLOYEE INSURANCE	12,648.00	0.00	7,411.00	1,054.00	5,237.00	7,419.40
206	EMPLOYEE INSURANCE-LIFE	648.00	0.00	334.84	51.28	313.16	292.96
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	7,246.36	1,032.00	5,137.64	7,260.15
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	472.00	69.00	356.00	441.56
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	55.84	55.84	56.16	53.82
212	EMPLOYER MEDICARE LIABILITY	3,036.00	0.00	1,666.32	239.14	1,369.68	1,532.24
OJ TOT	*****EMPLOYEE BENEFITS*	62,815.00	0.00	35,726.89	5,253.20	27,088.11	35,936.88
302	ADVERTISING	1,800.00	0.00	200.63	0.00	1,599.37	510.00
320	DUES & MEMBERSHIPS	2,894.00	0.00	2,766.00	0.00	128.00	2,266.00
330	LEASE PAYMENTS	720.00	0.00	0.00	0.00	720.00	0.00
332	LEGAL NOTICES, RECORDING & COU	225.00	0.00	0.00	0.00	225.00	0.00
337	MAINT. & REPAIR SERVICES-OFFIC	450.00	0.00	283.00	0.00	167.00	283.00
349	PRINTING, STATIONERY & FORMS	2,250.00	0.00	0.00	0.00	2,250.00	0.00
355	TRAVEL	1,706.00	0.00	30.00-	0.00	1,736.00	8.00
356	TUITION	1,184.00	0.00	70.00	0.00	1,114.00	140.00
OJ TOT	*****CONTRACTED SERVICES	11,229.00	0.00	3,289.63	0.00	7,939.37	3,207.00
411	DATA PROCESSING SUP	296.00	0.00	0.00	0.00	296.00	0.00
414	DUPLICATING SUPPLIES	445.00	0.00	0.00	0.00	445.00	0.00
425	GASOLINE	500.00	235.75	196.98	64.25	67.27	0.00
435	OFFICE SUPPLIES	450.00	43.20	150.91	0.00	300.14	559.28
437	PERIODICALS	230.00	0.00	0.00	0.00	230.00	0.00
499	OTHER SUPPLIES & MATERIALS	1,350.00	0.00	282.57	99.90	1,067.43	231.29
OJ TOT	*****SUPPLIES & MATERIAL	3,271.00	278.95	630.46	164.15	2,405.84	790.57
513	WORKERS COMPENSATION INSURANCE	315.00	0.00	315.00	315.00	0.00	300.00
599	OTHER CHARGES	868.00	49.55	658.54	0.00	433.20	633.30
OJ TOT	*****OTHER CHARGES***	1,183.00	49.55	973.54	315.00	433.20	933.30
CC TOT	COUNTY MAYOR/EXECUTIVE OFFICE	287,850.00	328.50	165,694.28	22,587.85	122,144.76	159,984.71

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51310: PERSONNEL

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	71,910.00	0.00	41,393.93	5,992.44	30,516.07	39,949.70
162	CLERICAL	42,433.00	0.00	24,752.56	3,536.08	17,680.44	23,573.90
OJ TOT	*****PERSONAL SERVICES*	114,343.00	0.00	66,146.49	9,528.52	48,196.51	63,523.60
201	SOCIAL SECURITY	7,090.00	0.00	3,880.23	564.52	3,209.77	3,724.02
204	STATE RETIREMENT	11,732.00	0.00	6,786.59	977.62	4,945.41	6,485.78
205	EMPLOYEE INSURANCE - DEPENDENT	12,648.00	0.00	7,376.20	1,054.00	5,271.80	7,373.80
206	EMPLOYEE INSURANCE-LIFE	468.00	0.00	222.88	33.64	245.12	201.60
207	EMPLOYEE INSURANCE-HEALTH	8,256.00	0.00	4,815.70	688.00	3,440.30	4,815.30
208	EMPLOYEE INSURANCE-DENTAL	552.00	0.00	313.68	46.00	238.32	292.88
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	76.22	76.22	35.78	72.60
212	FICA-MEDICARE	1,658.00	0.00	907.48	132.02	750.52	870.88
OJ TOT	*****EMPLOYEE BENEFITS*	42,516.00	0.00	24,378.98	3,572.02	18,137.02	23,836.86
302	ADVERTISING	1,000.00	0.00	157.50	0.00	1,000.00	875.00
320	DUES & MEMBERSHIPS	425.00	0.00	160.00	0.00	265.00	389.00
330	LEASE PAYMENTS	1,800.00	1,500.00	0.00	0.00	300.00	1,546.54
331	LEGAL SERVICES	1,900.00	904.70	1,012.80	0.00	703.70	41.00
355	TRAVEL	1,100.00	872.91	310.59	35.00	921.29	102.26
356	TUITION	1,000.00	421.00	699.00	0.00	301.00	990.00
OJ TOT	*****CONTRACTED SERVICES	7,225.00	3,698.61	2,339.89	35.00	3,490.99	3,943.80
435	OFFICE SUPPLIES	1,200.00	323.04	651.82	168.96	823.55	129.56
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	3.00
OJ TOT	*****SUPPLIES & MATERIAL	1,200.00	323.04	651.82	168.96	823.55	132.56
513	WORKER'S COMPENSATION	172.00	0.00	172.00	172.00	0.00	164.00
599	OTHER CHARGES	3,500.00	1,884.38	1,374.27	0.00	1,523.30	5,142.67
OJ TOT	*****OTHER CHARGES***	3,672.00	1,884.38	1,546.27	172.00	1,523.30	5,306.67
CC TOT	PERSONNEL	168,956.00	5,906.03	95,063.45	13,476.50	72,171.37	96,743.49

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51500: ELECTION COMMISSION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	66,550.00	0.00	38,820.88	5,545.84	27,729.12	36,971.62
162	CLERICAL PERSONNEL	79,335.00	0.00	45,751.86	6,052.60	33,583.14	35,575.38
166	CUSTODIAL PERSONNEL	2,000.00	0.00	1,175.00	0.00	825.00	0.00
168	TEMPORARY PERSONNEL	80,000.00	0.00	74,512.14	335.50	5,487.86	940.50
189	OTHER SALARIES & WAGES	16,000.00	0.00	16,000.00	0.00	0.00	0.00
192	ELECTION COMMISSION	30,700.00	0.00	18,700.00	1,600.00	12,000.00	11,200.00
193	ELECTION WORKERS	104,000.00	0.00	75,685.00	100.00	28,315.00	0.00
196	IN-SERVICE TRAINING	6,950.00	0.00	6,950.00	0.00	0.00	0.00
OJ TOT	*****PERSONAL SERVICES*	385,535.00	0.00	277,594.88	13,633.94	107,940.12	84,687.50
201	SOCIAL SECURITY	14,355.00	0.00	10,860.97	809.02	3,494.03	5,200.74
204	STATE RETIREMENT	14,968.00	0.00	8,677.14	1,190.00	6,290.86	6,118.98
206	EMPLOYEE INSURANCE-LIFE	768.00	0.00	304.72	46.66	463.28	247.36
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	7,223.55	1,032.00	5,160.45	6,535.05
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	470.52	69.00	357.48	397.48
210	UNEMPLOYMENT COMPENSATION	818.00	0.00	713.86	95.46	104.14	168.83
212	EMPLOYER MEDICARE LIABILITY	3,738.00	0.00	2,894.48	194.10	843.52	1,216.60
OJ TOT	*****EMPLOYEE BENEFITS*	47,859.00	0.00	31,145.24	3,436.24	16,713.76	19,885.04
300	CONTRACTED SERVICES	0.00	30,370.72-	26,800.72	7,900.72	3,570.00	10,000.00
320	DUES & MEMBERSHIPS	500.00	250.00	250.00	0.00	500.00	0.00
330	LEASE PAYMENTS	1,000.00	768.00	1,037.63	287.68	0.00	402.50
332	LEGAL NOTICES, RECORDING & COU	25,000.00	5,201.95	8,125.00	0.00	21,872.50	325.00
349	PRINTING, STATIONERY & FORMS	9,643.00	0.00	2,445.03	0.00	7,197.97	2,852.00
351	RENTALS	1,150.00	0.00	1,000.00	0.00	150.00	0.00
355	TRAVEL	6,500.00	1,059.67	2,568.61	118.55	4,018.42	1,763.10
356	TUITION	3,500.00	0.00	1,000.00	0.00	2,500.00	950.00
399	OTHER CONTRACTED SERVICES	103,903.74	43,606.81	23,859.00	6,034.37	61,053.74	5,839.50
OJ TOT	*****CONTRACTED SERVICES	151,196.74	20,515.71	67,085.99	14,341.32	100,862.63	22,132.10
435	OFFICE SUPPLIES	10,000.00	719.37	2,129.95	831.48	8,587.56	782.92
OJ TOT	*****SUPPLIES & MATERIAL	10,000.00	719.37	2,129.95	831.48	8,587.56	782.92
513	WORKERS COMPENSATION INSURANCE	227.00	0.00	227.00	227.00	0.00	404.00
OJ TOT	*****OTHER CHARGES***	227.00	0.00	227.00	227.00	0.00	404.00
709	DATA PROCESSING EQUIPMENT	0.00	0.00	959.91	959.91	0.00	0.00
711	FURNITURE & FIXTURES	2,646.26	0.00	2,728.26	2,728.26	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,646.26	0.00	3,688.17	3,688.17	0.00	0.00
CC TOT	ELECTION COMMISSION	597,464.00	21,235.08	381,871.23	36,158.15	234,104.07	127,891.56

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51600: REGISTER OF DEEDS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,079.50
162	CLERICAL PERSONNEL	283,135.00	0.00	158,710.38	23,149.14	124,424.62	148,297.28
169	PART TIME PERSONNEL	13,899.00	0.00	0.00	0.00	13,899.00	425.00
OJ TOT	*****PERSONAL SERVICES*	370,978.00	0.00	201,844.38	29,311.14	169,133.62	189,801.78
201	SOCIAL SECURITY	23,001.00	0.00	12,204.22	1,762.10	10,796.78	11,465.20
204	STATE RETIREMENT	36,637.00	0.00	20,709.28	3,007.34	15,927.72	19,335.38
205	EMPLOYEE INSURANCE	18,972.00	0.00	11,327.80	1,844.50	7,644.20	11,060.70
206	EMPLOYEE INSURANCE-LIFE	1,692.00	0.00	834.16	133.18	857.84	682.56
207	EMPLOYEE INSURANCE-HEALTH	37,152.00	0.00	21,670.65	3,096.00	15,481.35	21,668.85
208	EMPLOYEE INSURANCE-DENTAL	2,484.00	0.00	1,411.56	207.00	1,072.44	1,317.96
210	UNEMPLOYMENT COMPENSATION	560.00	0.00	185.18	185.18	374.82	174.90
212	EMPLOYER MEDICARE LIABILITY	5,380.00	0.00	2,854.17	412.15	2,525.83	2,681.40
OJ TOT	*****EMPLOYEE BENEFITS*	125,878.00	0.00	71,197.02	10,647.45	54,680.98	68,386.95
302	ADVERTISING	585.00	0.00	0.00	0.00	585.00	0.00
320	DUES & MEMBERSHIPS	1,350.00	0.00	155.00	0.00	1,195.00	180.00
330	LEASE PAYMENTS	8,307.00	2,705.00	3,787.00	1,082.00	1,815.00	3,787.00
337	MAINT & REPAIR SERVICES-OFFICE	810.00	100.02	199.98	0.00	510.00	0.00
349	PRINTING, STATITONERY & FORMS	5,872.00	0.00	115.00	0.00	5,757.00	667.44
355	TRAVEL	2,250.00	40.73	1,139.28	66.42	1,603.03	150.65
356	TUITION	1,350.00	0.00	175.00	0.00	1,350.00	240.00
399	OTHER CONTRACTED SERVICES	5,000.00	660.00	520.00	0.00	4,390.00	600.00
OJ TOT	*****CONTRACTED SERVICES	25,524.00	3,505.75	6,091.26	1,148.42	17,205.03	5,625.09
411	DATA PROCESSING SUPPLIES	1,800.00	386.94	633.48	233.10	779.58	959.88
414	DUPLICATING SUPPLIES	3,050.00	0.00	0.00	0.00	3,050.00	451.20
435	OFFICE SUPPLIES	1,800.00	0.00	395.98	239.97	1,404.02	285.82
499	OTHER SUPPLIES & MATERIALS	6,995.00	384.00	4,995.00	0.00	1,916.00	512.54
OJ TOT	*****SUPPLIES & MATERIAL	13,645.00	770.94	6,024.46	473.07	7,149.60	2,209.44
513	WORKERS COMPENSATION INSURANCE	557.00	0.00	557.00	557.00	0.00	506.00
599	OTHER CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	302.87
OJ TOT	*****OTHER CHARGES***	1,557.00	0.00	557.00	557.00	1,000.00	808.87
709	DATA PROCESSING EQUIPMENT	60,000.00	727.26	24,044.72	79.99	35,535.21	56,746.36
OJ TOT	*****CAPITAL OUTLAY**	60,000.00	727.26	24,044.72	79.99	35,535.21	56,746.36
CC TOT	REGISTER OF DEEDS	597,582.00	5,003.95	309,758.84	42,217.07	284,704.44	323,578.49

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51720: PLANNING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANT	80,208.00	0.00	45,993.62	6,540.52	34,214.38	44,347.80
105	SUPERVISOR/DIRECTOR	70,086.00	0.00	40,883.36	5,840.48	29,202.64	38,936.52
187	OVERTIME	328.00	0.00	0.00	0.00	328.00	0.00
OJ TOT	*****PERSONAL SERVICES*	150,622.00	0.00	86,876.98	12,381.00	63,745.02	83,284.32
201	SOCIAL SECURITY	9,339.00	0.00	5,269.56	752.82	4,069.44	5,015.63
204	STATE RETIREMENT	15,454.00	0.00	8,913.52	1,270.29	6,540.48	8,503.31
205	EMPLOYEE INSURANCE	6,324.00	0.00	3,688.10	527.00	2,635.90	7,373.80
206	EMPLOYEE INSURANCE-LIFE	660.00	0.00	296.27	45.47	363.73	263.81
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	6,819.75	965.95	5,564.25	6,738.94
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	443.93	64.58	384.07	409.90
210	UNEMPLOYMENT COMPENSATION	168.00	0.00	113.69	99.02	54.31	95.19
212	EMPLOYER MEDICARE LIABILITY	2,184.00	0.00	1,232.46	176.06	951.54	1,172.97
OJ TOT	*****EMPLOYEE BENEFITS*	47,341.00	0.00	26,777.28	3,901.19	20,563.72	29,573.55
308	CONSULTANT	1,290.00	0.00	0.00	0.00	1,290.00	0.00
320	DUES & MEMBERSHIPS	2,339.00	802.00	1,233.00	1,158.00	304.00	500.00
330	LEASE PAYMENTS	2,070.00	952.00	1,106.00	316.00	170.00	1,106.00
332	LEGAL NOTICES	1,620.00	596.86	1,043.58	243.92	420.00	1,390.74
338	MAINT & REPAIR SERV-VEHICLE	0.00	72.03	77.97	0.00	0.00	0.00
349	PRINTING, STATIONERY & FORMS	897.00	0.00	78.00	40.00	819.00	0.00
355	TRAVEL	1,668.00	241.12	58.88	0.00	1,668.00	549.89
356	TUITION	540.00	0.00	0.00	0.00	540.00	0.00
OJ TOT	*****CONTRACTED SERVICES	10,424.00	2,664.01	3,597.43	1,757.92	5,211.00	3,546.63
414	DUPLICATING SUPPLIES	150.00	0.00	66.68	0.00	83.32	0.00
422	FOOD SUPPLIES	680.00	0.00	600.00	600.00	80.00	0.00
425	GASOLINE	400.00	200.00	175.54	0.00	24.46	57.80
432	LIBRARY BOOKS	270.00	0.00	0.00	0.00	270.00	0.00
435	OFFICE SUPPLIES	720.00	0.00	542.41	16.79	177.59	275.46
OJ TOT	*****SUPPLIES & MATERIAL	2,220.00	200.00	1,384.63	616.79	635.37	333.26
513	WORKERS COMPENSATION INSURANCE	226.00	0.00	226.00	226.00	0.00	215.00
OJ TOT	*****OTHER CHARGES***	226.00	0.00	226.00	226.00	0.00	215.00
CC TOT	PLANNING	210,833.00	2,864.01	118,862.32	18,882.90	90,155.11	116,952.76

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51730: BUILDING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	46,705.00	0.00	27,243.86	3,891.98	19,461.14	25,946.62
162	CERICAL PERSONNEL	11,466.00	0.00	6,822.92	957.01	4,643.08	1,820.00
OJ TOT	*****PERSONAL SERVICES*	58,171.00	0.00	34,066.78	4,848.99	24,104.22	27,766.62
201	SOCIAL SECURITY	3,607.00	0.00	2,069.43	296.09	1,537.57	1,670.73
204	STATE RETIREMENT	5,969.00	0.00	3,495.31	497.52	2,473.69	2,834.90
205	EMPLOYEE INSURANCE	3,162.00	0.00	1,666.37	233.41	1,495.63	526.70
206	EMPLOYEE INSURANCE-LIFE	300.00	0.00	154.57	24.58	145.43	105.60
207	EMPLOYEE INSURANCE-HEALTH	6,192.00	0.00	3,497.60	496.32	2,694.40	2,751.60
208	EMPLOYEE INSURANCE-DENTAL	414.00	0.00	227.72	33.19	186.28	167.36
210	UNEMPLOYMENT COMPENSATION	84.00	0.00	38.79	38.79	45.21	36.94
212	FICA-MEDICARE	844.00	0.00	483.99	69.25	360.01	385.96
OJ TOT	*****EMPLOYEE BENEFITS*	20,572.00	0.00	11,633.78	1,689.15	8,938.22	8,479.79
320	DUES & MEMBERSHIPS	720.00	0.00	0.00	0.00	720.00	0.00
332	LEGAL NOTICE-REC-COURT CST	2,840.00	1,108.54	1,892.66	392.12	0.00	416.57
355	TRAVEL	1,440.00	412.42	414.50	95.58	1,440.00	597.54
356	TUITION	410.00	0.00	255.00	0.00	155.00	0.00
399	OTHER CONTRACTED SERVICES	2,076.00	350.00	0.00	0.00	2,076.00	2,050.00
OJ TOT	*****CONTRACTED SERVICES	7,486.00	1,870.96	2,562.16	487.70	4,391.00	3,064.11
414	DUPLICATING SUPPLIES	540.00	0.00	0.00	0.00	540.00	0.00
435	OFFICE SUPPLIES	540.00	232.13	89.77	0.00	226.10	212.79
OJ TOT	*****SUPPLIES & MATERIAL	1,080.00	232.13	89.77	0.00	766.10	212.79
513	WORKERS' COMPENSATION INS	88.00	0.00	88.00	88.00	0.00	84.00
599	OTHER CHARGES	4,000.00	1,500.00	160.00	0.00	3,840.00	34.99
OJ TOT	*****OTHER CHARGES***	4,088.00	1,500.00	248.00	88.00	3,840.00	118.99
CC TOT	BUILDING	91,397.00	3,603.09	48,600.49	7,113.84	42,039.54	39,642.30

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51731: BUILDING CODES COMPLIANCE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	0.00	0.00	0.00	0.00	0.00	26,290.38
189	BUILDING INSPECTORS	0.00	0.00	0.00	0.00	0.00	42,021.40
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	0.00	0.00	0.00	68,311.78
201	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	4,132.43
204	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.00	5,391.82
205	EMPLOYEE DEP INSURANCE	0.00	0.00	0.00	0.00	0.00	3,423.55
206	EMPLOYEE INSURANCE- LIFE	0.00	0.00	0.00	0.00	0.00	268.16
207	EMPLOYEE INSURANCE- HEALTH	0.00	0.00	0.00	0.00	0.00	7,222.95
208	EMPLOYEE INSURANCE- DENTAL	0.00	0.00	0.00	0.00	0.00	439.32
210	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	124.48
212	FICA- MEDICARE	0.00	0.00	0.00	0.00	0.00	966.49
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	0.00	0.00	0.00	21,969.20
307	COMMUNICATION	0.00	0.00	0.00	0.00	0.00	2,187.38
320	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	45.00
349	PRINTING STATIONARY & FORMS	0.00	176.60-	176.60	0.00	0.00	394.56
355	TRAVEL	0.00	0.00	0.00	0.00	0.00	3,734.41
356	TUITION	0.00	180.00-	180.00	0.00	0.00	880.00
399	OTHER CONTRACTED SERVICES	0.00	78.30-	78.30	0.00	0.00	499.09
OJ TOT	*****CONTRACTED SERVICES	0.00	434.90-	434.90	0.00	0.00	7,740.44
425	GASOLINE	0.00	0.00	0.00	0.00	0.00	1,318.51
429	INSTRUCTIONAL SUPPLIES & MATER	0.00	0.00	0.00	0.00	0.00	706.13
435	OFFICE SUPPLIES	0.00	0.00	9.45	0.00	9.45-	903.89
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	3,556.33
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	9.45	0.00	9.45-	6,484.86
513	WORKERS COMP INSURANCE	0.00	0.00	0.00	0.00	0.00	183.00
599	OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	346.48
OJ TOT	*****OTHER CHARGES***	0.00	0.00	0.00	0.00	0.00	529.48
711	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	2,718.10
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	0.00	0.00	0.00	2,718.10
CC TOT	BUILDING CODES COMPLIANCE	0.00	434.90-	444.35	0.00	9.45-	107,753.86

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51740: ENGINEERING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	61,938.00	0.00	36,130.37	5,161.48	25,807.63	0.00
106	INSPECTOR	32,000.00	0.00	18,499.96	2,666.66	13,500.04	0.00
162	CLERICAL PERSONNEL	11,466.00	0.00	6,812.10	955.36	4,653.90	0.00
OJ TOT	*****PERSONAL SERVICES*	105,404.00	0.00	61,442.43	8,783.50	43,961.57	0.00
201	SOCIAL SECURITY	6,535.00	0.00	3,714.58	531.12	2,820.42	0.00
204	RETIREMENT	10,816.00	0.00	4,953.07	901.20	5,862.93	0.00
205	EMPLOYEE INSURANCE	15,810.00	0.00	5,351.95	760.02	10,458.05	0.00
206	EMPLOYEE INSURANCE-LIFE	480.00	0.00	226.29	34.27	253.71	0.00
207	EMPLOYEE INSURANCE-HEALTH	10,320.00	0.00	5,903.78	840.08	4,416.22	0.00
208	EMPLOYEE INSURANCE-DENTAL	690.00	0.00	384.46	56.17	305.54	0.00
210	UNEMPLOYMENT COMPENSATION	140.00	0.00	111.66	70.27	28.34	0.00
212	EMPLOYER MEDICARE LIABILITY	1,529.00	0.00	868.69	124.21	660.31	0.00
OJ TOT	*****EMPLOYEE BENEFITS*	46,320.00	0.00	21,514.48	3,317.34	24,805.52	0.00
302	ADVERTISING	900.00	0.00	0.00	0.00	900.00	0.00
320	DUES AND MEMBERSHIPS	2,950.00	0.00	2,500.00	2,500.00	450.00	0.00
332	LEGAL NOTICES	450.00	0.00	0.00	0.00	450.00	0.00
338	MAINT & REPAIR SERV-VEHICLE	1,800.00	1,976.12	78.93	0.00	0.00	0.00
349	PRINTING, STATIONERY AND FORMS	3,600.00	312.00	117.65	0.00	3,220.35	0.00
355	TRAVEL	1,100.00	149.02	100.98	0.00	850.00	0.00
356	TUITION	900.00	0.00	0.00	0.00	900.00	0.00
OJ TOT	*****CONTRACTED SERVICES	11,700.00	2,437.14	2,797.56	2,500.00	6,770.35	0.00
414	DUPLICATING SUPPLIES	900.00	0.00	0.00	0.00	900.00	0.00
425	GASOLINE	900.00	4,846.05	956.05	0.00	0.00	0.00
435	OFFICE SUPPLIES	450.00	0.00	206.38	0.00	243.62	0.00
OJ TOT	*****SUPPLIES & MATERIAL	2,250.00	4,846.05	1,162.43	0.00	1,143.62	0.00
513	WORKERS' COMPENSATION	159.00	0.00	159.00	159.00	0.00	0.00
599	OTHER CHARGES	7,200.00	1,700.00	412.50	13.97	5,087.50	0.00
OJ TOT	*****OTHER CHARGES***	7,359.00	1,700.00	571.50	172.97	5,087.50	0.00
709	DATA PROCESSING EQUIPMENT	2,318.00	14.76	560.24	0.00	1,743.00	0.00
711	FURNITURE & FIXTURES	0.00	3,052.66	447.34	0.00	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,318.00	3,067.42	1,007.58	0.00	1,743.00	0.00
CC TOT	ENGINEERING	175,351.00	12,050.61	88,495.98	14,773.81	83,511.56	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51750: CODES COMPLIANCE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	50,400.00	0.00	29,405.60	4,200.80	20,994.40	34,409.90
162	CLERICAL PERSONNEL	0.00	0.00	0.00	0.00	0.00	10,920.00
189	BUILDING INSPECTORS	77,489.00	0.00	40,508.94	5,748.63	36,980.06	0.00
OJ TOT	*****PERSONAL SERVICES*	127,889.00	0.00	69,914.54	9,949.43	57,974.46	45,329.90
201	SOCIAL SECURITY	7,930.00	0.00	4,137.84	588.35	3,792.16	2,686.38
204	RETIREMENT	13,122.00	0.00	5,568.37	1,020.80	7,553.63	4,070.76
205	EMPLOYEE INSURANCE	18,972.00	0.00	7,734.08	1,114.57	11,237.92	6,847.10
206	EMPLOYEE INSURANCE-LIFE	648.00	0.00	292.98	44.97	355.02	153.92
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	7,453.57	1,071.60	4,930.43	4,471.35
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	485.70	71.64	342.30	271.96
210	UNEMPLOYMENT COMPENSATION	168.00	0.00	138.72	79.60	29.28	61.00
212	EMPLOYER MEDICARE LIABILITY	1,855.00	0.00	967.72	137.58	887.28	632.99
OJ TOT	*****EMPLOYEE BENEFITS*	55,907.00	0.00	26,778.98	4,129.11	29,128.02	19,195.46
307	COMMUNICATIONS	925.00	0.00	0.00	0.00	925.00	0.00
320	DUES AND MEMBERSHIPS	900.00	0.00	515.00	245.00	385.00	2,500.00
332	LEGAL NOTICES	500.00	0.00	0.00	0.00	500.00	0.00
338	MAINT & REPAIR SERV-VEHICLE	0.00	0.00	0.00	0.00	0.00	51.87
349	PRINTING, STATIONERY AND FORMS	1,000.00	289.41	172.59	0.00	750.00	49.52
355	TRAVEL	2,500.00	924.54	1,501.75	31.32	73.71	0.00
356	TUITION	2,000.00	188.00	735.00	45.00	1,697.00	425.00
399	OTHER CONTRACTED SERVICES	1,000.00	350.00	162.98	30.74	600.00	0.00
OJ TOT	*****CONTRACTED SERVICES	8,825.00	1,751.95	3,087.32	352.06	4,930.71	3,026.39
414	DUPLICATING SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
425	GASOLINE	4,000.00	1,149.23	2,534.23	132.88	394.02	781.81
429	INSTRUCTIONAL SUPPLIES & MATER	500.00	0.00	0.00	0.00	500.00	0.00
435	OFFICE SUPPLIES	800.00	546.49	188.47	82.51	65.04	171.79
446	SMALL TOOLS	500.00	0.00	0.00	0.00	500.00	0.00
449	TEXTBOOKS	500.00	110.15	271.10	0.00	118.75	0.00
499	OTHER SUPPLIES & MATERIAL	775.00	0.00	269.98	0.00	505.02	0.00
OJ TOT	*****SUPPLIES & MATERIAL	7,575.00	1,805.87	3,263.78	215.39	2,582.83	953.60
513	WORKERS' COMPENSATION	192.00	0.00	192.00	192.00	0.00	105.00
599	OTHER CHARGES	1,950.00	0.71	1,725.07	63.93	224.22	5,082.01
OJ TOT	*****OTHER CHARGES***	2,142.00	0.71	1,917.07	255.93	224.22	5,187.01
709	DATA PROCESSING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	325.00
711	FURNITURE & FIXTURES	1,048.00	0.00	0.00	0.00	1,048.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	1,048.00	0.00	0.00	0.00	1,048.00	325.00
CC TOT	CODES COMPLIANCE	203,386.00	3,558.53	104,961.69	14,901.92	95,888.24	74,017.36

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51800: COUNTY BUILDINGS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	58,821.00	0.00	34,312.18	4,901.74	24,508.82	32,678.38
162	CLERICAL PERSONNEL	27,057.00	0.00	14,376.46	2,053.78	12,680.54	13,613.76
166	CUSTODIAL PERSONNEL	193,048.00	0.00	100,951.82	14,975.42	92,096.18	95,333.74
167	MAINTENANCE PERSONNEL	117,071.00	0.00	66,539.06	9,505.58	50,531.94	63,370.45
169	PART-TIME PERSONNEL	12,397.00	0.00	4,413.75	1,192.50	7,983.25	9,635.47
188	BONUS PAYMENTS	28,000.00	0.00	13,950.00	0.00	14,050.00	13,950.00
OJ TOT	*****PERSONAL SERVICES*	436,394.00	0.00	234,543.27	32,629.02	201,850.73	228,581.80
201	SOCIAL SECURITY	27,057.00	0.00	14,129.80	1,948.76	12,927.20	13,743.64
204	STATE RETIREMENT	43,502.00	0.00	23,118.94	3,092.02	20,383.06	21,898.67
205	EMPLOYEE INSURANCE	44,268.00	0.00	18,402.05	2,635.00	25,865.95	20,704.03
206	EMPLOYEE INSURANCE-LIFE	2,100.00	0.00	937.55	150.40	1,162.45	794.04
207	EMPLOYEE INSURANCE-HEALTH	61,920.00	0.00	32,627.86	4,816.00	29,292.14	33,175.90
208	EMPLOYEE INSURANCE-DENTAL	4,140.00	0.00	2,127.57	322.00	2,012.43	2,017.85
210	UNEMPLOYMENT COMPENSATION	896.00	0.00	323.75	261.02	572.25	342.49
212	EMPLOYER MEDICARE LIABILITY	6,328.00	0.00	3,304.77	455.81	3,023.23	3,214.07
OJ TOT	*****EMPLOYEE BENEFITS*	190,211.00	0.00	94,972.29	13,681.01	95,238.71	95,890.69
320	DUES & MEMBERSHIPS	324.00	226.00	0.00	0.00	324.00	0.00
321	ENGINEERING SERVICES	464.00	0.00	0.00	0.00	464.00	0.00
334	MAINTENANCE AGREEMENTS	38,474.00	13,790.85	21,860.49	2,488.89	5,391.64	28,079.84
335	MAINT. & REPAIR SERVICES-BUILD	27,775.00	8,354.46	14,463.35	2,099.63	8,830.10	16,550.01
336	MAINT. & REPAIR SERVICES-EQUIP	29,952.00	7,246.54	16,613.95	3,617.09	10,763.66	21,222.01
337	REPAIRS & MAINT. - OFFICE EQUI	667.00	0.00	560.75	0.00	106.25	665.00
338	MAINT & REPAIR SERV-VEHICLE	939.00	62.09	1,026.30	0.00	219.59	0.00
347	PEST CONTROL	6,393.00	2,061.00	1,740.00	0.00	4,073.00	2,030.00
355	TRAVEL	572.00	0.00	0.00	0.00	572.00	0.00
359	DISPOSAL FEES	3,000.00	3,000.00	0.00	0.00	0.00	0.00
361	PERMITS	2,500.00	1,000.00	850.00	350.00	2,500.00	310.00
399	OTHER CONTRACTED SERVICES	924.00	2,358.52	550.00	0.00	0.00	1,014.99
OJ TOT	*****CONTRACTED SERVICES	111,984.00	38,099.46	57,664.84	8,555.61	33,244.24	69,871.85
410	CUSTODIAL SUPPLIES	41,795.00	3,974.04	26,838.64	3,534.41	11,776.29	23,234.76
418	EQUIPMENT & MACHINERY PARTS	667.00	0.00	0.00	0.00	667.00	0.00
425	GASOLINE	4,146.00	2,093.78	2,051.94	247.77	0.28	1,993.03
434	NATURAL GAS	77,501.00	48,347.36	41,174.43	10,355.81	27,501.00	20,385.85
435	OFFICE SUPPLIES	585.00	54.47	153.11	0.00	377.42	463.15
437	PERIODICALS	180.00	29.03	108.97	0.00	180.00	108.97
450	TIRES & TUBES	624.00	0.00	0.00	0.00	624.00	624.00
451	UNIFORMS	3,101.00	1,816.78	1,117.69	643.47	1,973.21	381.31
452	UTILITIES	449,394.00	119,614.33	279,132.87	45,073.55	50,646.80	210,962.26
453	VEHICLE PARTS	135.00	0.00	37.44	0.00	135.00	181.61
499	OTHER SUPPLIES & MATERIALS	7,818.00	2,757.94	4,377.28	368.36	4,054.29	6,039.82
OJ TOT	*****SUPPLIES & MATERIAL	585,946.00	178,687.73	354,992.37	60,223.37	97,935.29	264,374.76
513	WORKERS COMPENSATION INSURANCE	655.00	0.00	655.00	655.00	0.00	626.00
OJ TOT	*****OTHER CHARGES***	655.00	0.00	655.00	655.00	0.00	626.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51800: COUNTY BUILDINGS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
	717 MAINTENANCE EQUIPMENT	1,134.00	0.00	0.00	0.00	1,134.00	3,847.66
OJ TOT	*****CAPITAL OUTLAY**	1,134.00	0.00	0.00	0.00	1,134.00	3,847.66
CC TOT	COUNTY BUILDINGS	1,326,324.00	216,787.19	742,827.77	115,744.01	429,402.97	663,192.76

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51900: OTHER GENERAL ADMINISTRATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
305	AUDIT SERVICES	25,000.00	0.00	0.00	0.00	25,000.00	0.00
307	COMMUNICATION	170,000.00	0.00	92,664.99	20,882.51	77,335.01	99,690.67
331	LEGAL SERVICES	80,000.00	0.00	32,453.25	4,878.50	47,546.75	14,283.25
332	LEGAL NOTICES	250,000.00	0.00	723.00	0.00	249,277.00	123,354.04
348	POSTAL CHARGES	133,000.00	1,215.70	110,760.54	7,363.10	21,023.76	103,468.12
399	OTHER CONTRACTED SERVICES	189,362.72	2,555.00	23,619.67	0.00	166,996.96	84,635.63
OJ TOT	*****CONTRACTED SERVICES	847,362.72	3,770.70	260,221.45	33,124.11	587,179.48	425,431.71
415	ELECTRICITY	2,500.00	0.00	1,487.35	236.75	1,012.65	1,391.80
452	UTILITIES	6,000.00	0.00	1,423.44	435.03	4,576.56	2,041.94
OJ TOT	*****SUPPLIES & MATERIAL	8,500.00	0.00	2,910.79	671.78	5,589.21	3,433.74
501	BOILER INSURANCE	1,857.00	0.00	1,857.00	0.00	0.00	1,857.00
502	BUILDING AND CONTENTS INSURANC	12,030.00	0.00	12,030.00	0.00	0.00	12,030.00
511	VEHICLE AND EQUIPMENT INSURANC	62,302.00	0.00	62,302.00	0.00	0.00	62,302.00
599	OTHER CHARGES	20,000.00	4,800.00	37,758.58	24,296.56	19,758.58-	14,420.53
OJ TOT	*****OTHER CHARGES***	96,189.00	4,800.00	113,947.58	24,296.56	19,758.58-	90,609.53
712	HEATING AND COOLING	0.00	5,350.00	0.00	0.00	5,350.00-	0.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	5,350.00	0.00	0.00	5,350.00-	0.00
CC TOT	OTHER GENERAL ADMINISTRATION	952,051.72	13,920.70	377,079.82	58,092.45	567,660.11	519,474.98

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51901: MAYORS OFFICE (DONATIONS)

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
799 OTHER CAPITAL OUTLAY	0.00	0.00	108.00	0.00	0.00	112.78-
OJ TOT *****CAPITAL OUTLAY**	0.00	0.00	108.00	0.00	0.00	112.78-
CC TOT MAYORS OFFICE (DONATIONS)	0.00	0.00	108.00	0.00	0.00	112.78-

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51910: PRESERVATION OF RECORDS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	64,496.00	0.00	36,177.61	5,374.71	28,318.39	35,831.32
OJ TOT	*****PERSONAL SERVICES*	64,496.00	0.00	36,177.61	5,374.71	28,318.39	35,831.32
201	SOCIAL SECURITY	3,999.00	0.00	2,210.38	322.94	1,788.62	2,149.56
204	RETIREMENT	6,618.00	0.00	2,519.52	448.32	4,098.48	3,658.34
205	EMPLOYEE INSURANCE - DEPENDENT	6,324.00	0.00	1,844.50	527.00	4,479.50	3,686.90
206	EMPLOYEE INSURANCE - LIFE	336.00	0.00	159.38	26.88	176.62	136.64
207	EMPLOYEE INSURANCE - HEALTH	8,256.00	0.00	4,471.75	688.00	3,784.25	4,815.30
208	EMPLOYEE INSURANCE - DENTAL	552.00	0.00	292.76	46.00	259.24	292.88
210	UNEMPLOYMENT	112.00	0.00	104.54	43.00	7.46	40.96
212	MEDICARE	936.00	0.00	516.92	75.52	419.08	502.74
OJ TOT	*****EMPLOYEE BENEFITS*	27,133.00	0.00	12,119.75	2,177.66	15,013.25	15,283.32
307	COMMUNICATIONS	2,820.00	300.00	850.69	115.67	1,969.31	654.61
308	CONSULTANTS	300.00	500.00	0.00	0.00	300.00	0.00
320	DUES & MEMBERSHIPS	220.00	0.00	175.00	175.00	45.00	190.00
330	LEASE PAYMENTS	800.00	681.60	296.00	59.20	89.60	355.20
349	PRINTING, STATIONARY, & FORMS	250.00	50.00	0.00	0.00	250.00	0.00
355	TRAVEL	900.00	300.00	354.97	0.00	245.03	682.00
356	TUITION	345.00	0.00	35.00	0.00	310.00	35.00
399	OTHER CONTRACTED SERVICES	4,595.00	7,716.00	1,945.00	0.00	3,236.00	3,527.50
OJ TOT	*****CONTRACTED SERVICES	10,230.00	9,547.60	3,656.66	349.87	6,444.94	5,444.31
411	DATA PROCESSING	1,466.00	0.00	73.18	0.00	1,392.82	0.00
414	DUPLICATING	400.00	0.00	0.00	0.00	400.00	0.00
435	OFFICE SUPPLIES	3,000.00	70.00	428.53	0.00	2,501.47	431.98
452	UTILITIES	5,400.00	0.00	1,500.00	0.00	4,500.00	0.00
499	OTHER SUPPLIES & MATERIALS	7,159.00	1,372.37	1,079.92	0.00	6,983.72	5,755.76
OJ TOT	*****SUPPLIES & MATERIAL	17,425.00	1,442.37	3,081.63	0.00	15,778.01	6,187.74
513	WORKERS' COMPENSATION	97.00	0.00	97.00	97.00	0.00	92.00
OJ TOT	*****OTHER CHARGES***	97.00	0.00	97.00	97.00	0.00	92.00
CC TOT	PRESERVATION OF RECORDS	119,381.00	10,989.97	55,132.65	7,999.24	65,554.59	62,838.69

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51920: RISK MANAGEMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	163,517.00	0.00	92,748.74	13,249.82	70,768.26	89,119.67
OJ TOT	*****PERSONAL SERVICES*	163,517.00	0.00	92,748.74	13,249.82	70,768.26	89,119.67
201	SOCIAL SECURITY	10,138.00	0.00	5,533.89	792.16	4,604.11	5,300.87
204	STATE RETIREMENT	16,777.00	0.00	9,594.94	1,370.54	7,182.06	8,125.54
205	EMPLOYEE INSURANCE	12,648.00	0.00	7,376.20	1,054.00	5,271.80	7,373.80
206	EMPLOYEE INSURANCE-LIFE	828.00	0.00	383.92	59.26	444.08	331.84
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	7,223.55	1,032.00	5,160.45	7,222.95
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	627.36	92.00	200.64	585.76
210	UNEMPLOYMENT COMPENSATION	280.00	0.00	106.86	106.86	173.14	107.26
212	FICA-MEDICARE	2,371.00	0.00	1,294.19	185.26	1,076.81	1,239.77
OJ TOT	*****EMPLOYEE BENEFITS*	56,254.00	0.00	32,140.91	4,692.08	24,113.09	30,287.79
307	COMMUNICATION	11,429.00	0.00	0.00	0.00	11,429.00	0.00
308	CONSULTANTS	11,777.00	0.00	1,413.75	0.00	10,363.25	4,475.00
320	DUES & MEMBERSHIPS	501.00	0.00	0.00	0.00	501.00	185.00
330	LEASE PAYMENTS	1,857.00	393.18	1,577.25	0.00	0.00	1,419.90
331	LEGAL SERVICES	12,911.00	0.00	0.00	0.00	12,911.00	0.00
332	LEGAL NOTICES, RECORDING, COUR	752.00	0.00	0.00	0.00	752.00	0.00
337	MAINT & REPAIR - OFFICE EQUIPM	633.00	0.00	0.00	0.00	633.00	0.00
338	MAINT & REPAIR SERV-VEHICLE	7,966.00	560.36	8,236.26	80.13	37.59	0.00
348	POSTAL CHARGES	10,527.00	0.00	0.00	0.00	10,527.00	0.00
349	PRINTING, STATIONARY & FORMS	3,906.00	0.00	0.00	0.00	3,906.00	152.12
355	TRAVEL	5,000.00	1,833.05	3,394.65	18.25	4,707.01	3,663.92
356	TUITION	3,000.00	1,455.00	3,310.00	0.00	2,660.00	2,257.00
399	OTHER CONTRACTED SERVICES	6,525.00	28.22	571.78	0.00	6,525.00	0.00
OJ TOT	*****CONTRACTED SERVICES	76,784.00	4,269.81	18,503.69	98.38	64,951.85	12,152.94
411	DATA PROCESSING SUPPLIES	151.00	0.00	0.00	0.00	151.00	13.41
414	DUPLICATING SUPPLIES	795.00	0.00	437.46	0.00	395.98	648.65
425	GASOLINE	7,500.00	4,878.35	1,803.52	178.31	5,328.46	1,102.93
432	LIBRARY BOOKS	251.00	0.00	0.00	0.00	251.00	0.00
435	OFFICE SUPPLIES	1,013.00	506.41	855.93	0.00	0.00	1,296.32
437	PERIODICALS	123.00	0.00	0.00	0.00	123.00	0.00
499	OTHER SUPPLIES & MATERIALS	401.00	3,999.53	204.43	0.00	334.27	814.27
OJ TOT	*****SUPPLIES & MATERIAL	10,234.00	9,384.29	3,301.34	178.31	6,583.71	3,875.58
513	WORKER'S COMPENSATION	246.00	0.00	246.00	246.00	0.00	234.00
599	OTHER CHARGES	799.00	2,158.21	400.54	0.00	719.98	1,857.07
OJ TOT	*****OTHER CHARGES***	1,045.00	2,158.21	646.54	246.00	719.98	2,091.07
709	DATA PROCESSING EQUIPMENT	3,242.00	706.72	3,486.94	0.00	0.00	2,999.65
711	FURNITURE & FIXTURES	4,210.00	3,101.35	387.97	387.97	720.68	237.37
OJ TOT	*****CAPITAL OUTLAY**	7,452.00	3,808.07	3,874.91	387.97	720.68	3,237.02
CC TOT	RISK MANAGEMENT	315,286.00	19,620.38	151,216.13	18,852.56	167,857.57	140,764.07

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52100: ACCOUNTING & BUDGETING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	37,628.21	7,263.16	36,315.79	35,854.54
119	ACCOUNTANTS/BOOKKEEPERS	426,129.00	0.00	251,482.96	34,946.18	174,646.04	235,557.42
OJ TOT	*****PERSONAL SERVICES*	500,073.00	0.00	289,111.17	42,209.34	210,961.83	271,411.96
201	SOCIAL SECURITY	31,005.00	0.00	17,830.87	2,533.04	13,174.13	15,495.09
204	STATE RETIREMENT	51,308.00	0.00	29,105.68	4,156.28	22,202.32	26,858.06
205	EMPLOYEE INSURANCE	31,620.00	0.00	14,190.60	1,581.00	17,429.40	14,702.00
206	EMPLOYEE INSURANCE-LIFE	2,520.00	0.00	1,071.48	165.18	1,448.52	912.48
207	EMPLOYEE INSURANCE-HEALTH	45,408.00	0.00	26,463.54	3,784.00	18,944.46	26,446.95
208	EMPLOYEE INSURANCE-DENTAL	3,036.00	0.00	1,723.76	253.00	1,312.24	1,608.60
210	UNEMPLOYMENT COMPENSATION	672.00	0.00	422.91	335.58	249.09	336.32
212	EMPLOYER MEDICARE LIABILITY	7,251.00	0.00	4,170.20	592.39	3,080.80	3,873.93
OJ TOT	*****EMPLOYEE BENEFITS*	172,820.00	0.00	94,979.04	13,400.47	77,840.96	90,233.43
320	DUES & MEMBERSHIPS	1,738.75	1,158.75	580.00	75.00	0.00	1,548.44
330	LEASE PAYMENTS	6,469.00	3,402.82	3,231.83	458.00	7.00	269.00-
332	LEGAL NOTICE-REC-COURT CST	500.00	500.00	0.00	0.00	500.00	600.00-
337	MAINT. & REPAIR SERVICES-OFFIC	250.00	0.00	0.00	0.00	250.00	0.00
349	PRINTING, STATIONERY & FORMS	5,640.00	1,816.96	1,131.50	0.00	4,890.50	1,232.30
355	TRAVEL	3,200.00	201.94-	2,134.35	23.63	1,296.65	1,302.82
356	TUITION	3,000.00	690.00	1,695.00	0.00	1,115.00	3,332.59
399	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	250.00-
OJ TOT	*****CONTRACTED SERVICES	20,797.75	7,366.59	8,772.68	556.63	8,059.15	6,297.15
411	DATA PROCESSING SUP	500.00	0.00	0.00	0.00	500.00	298.00
414	DUPLICATING SUPPLIES	500.00	0.00	216.76	0.00	283.24	459.00-
435	OFFICE SUPPLIES	1,000.00	0.98	909.77	0.00	197.49	306.54
OJ TOT	*****SUPPLIES & MATERIAL	2,000.00	0.98	1,126.53	0.00	980.73	145.54
513	WORKERS COMPENSATION INSURANCE	751.00	0.00	751.00	751.00	0.00	715.00
599	OTHER CHARGES	1,865.25	46.30	1,364.48	0.00	500.77	461.98
OJ TOT	*****OTHER CHARGES***	2,616.25	46.30	2,115.48	751.00	500.77	1,176.98
CC TOT	ACCOUNTING & BUDGETING	698,307.00	7,413.87	396,104.90	56,917.44	298,343.44	369,265.06

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52200: PURCHASING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	59,948.00	0.00	34,969.48	4,995.64	24,978.52	33,304.32
122	PERSONNEL	167,094.00	0.00	93,630.04	13,375.72	73,463.96	89,171.33
OJ TOT	*****PERSONAL SERVICES*	227,042.00	0.00	128,599.52	18,371.36	98,442.48	122,475.65
201	SOCIAL SECURITY	14,077.00	0.00	7,462.72	1,061.08	6,614.28	7,100.44
204	STATE RETIREMENT	23,295.00	0.00	13,194.30	1,884.90	10,100.70	12,504.55
205	EMPLOYEE INSURANCE	31,620.00	0.00	18,440.50	2,635.00	13,179.50	18,434.50
206	EMPLOYEE INSURANCE-LIFE	1,104.00	0.00	537.04	83.62	566.96	452.48
207	EMPLOYEE INSURANCE-HEALTH	24,768.00	0.00	14,447.10	2,064.00	10,320.90	14,445.90
208	EMPLOYEE INSURANCE-DENTAL	1,656.00	0.00	941.04	138.00	714.96	878.64
210	UNEMPLOYMENT COMPENSATION	336.00	0.00	146.98	146.98	189.02	139.98
212	EMPLOYER MEDICARE LIABILITY	3,293.00	0.00	1,745.26	248.14	1,547.74	1,660.78
OJ TOT	*****EMPLOYEE BENEFITS*	100,149.00	0.00	56,914.94	8,261.72	43,234.06	55,617.27
320	DUES & MEMBERSHIPS	600.00	0.00	583.00	253.00	17.00	583.00
330	LEASE PAYMENTS	1,932.00	805.00	1,127.00	322.00	0.00	1,121.80
332	LEGAL NOTICES	3,000.00	647.62	1,931.96	305.67	741.53	1,025.04
337	MAINT. & REPAIR SERVICES-OFFIC	200.00	198.00	0.00	0.00	2.00	0.00
349	PRINTING, STATIONERY & FORMS	1,600.00	5.16	1,347.48	0.00	274.96	1,655.40
355	TRAVEL	1,390.00	175.87	492.09	37.26	811.28	761.91
356	TUITION	1,000.00	205.00	485.00	0.00	1,000.00	695.00
OJ TOT	*****CONTRACTED SERVICES	9,722.00	2,036.65	5,966.53	917.93	2,846.77	5,842.15
411	DATA PROCESSING SUPPLIES	200.00	0.00	134.68	0.00	200.00	61.33
414	DUPLICATING SUPPLIES	200.00	0.00	156.14	144.95	55.05	0.00
435	OFFICE SUPPLIES	600.00	2.17	437.31	0.00	423.86	225.13
499	OTHER SUPPLIES & MATERIALS	200.00	13.98	280.61	0.00	0.24	657.74
OJ TOT	*****SUPPLIES & MATERIAL	1,200.00	16.15	1,008.74	144.95	679.15	944.20
513	WORKERS COMPENSATION INSURANCE	341.00	0.00	341.00	341.00	0.00	324.00
OJ TOT	*****OTHER CHARGES***	341.00	0.00	341.00	341.00	0.00	324.00
CC TOT	PURCHASING	338,454.00	2,052.80	192,830.73	28,036.96	145,202.46	185,203.27

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52300: PROPERTY ASSESSORS OFFICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,080.62
103	ASSISTANTS	292,483.00	0.00	144,531.74	21,026.58	147,951.26	153,266.62
162	CLERICAL PERSONNEL	180,600.00	0.00	103,927.94	15,049.96	76,672.06	99,699.52
199	PERSONAL VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	6,300.00
OJ TOT	*****PERSONAL SERVICES*	547,027.00	0.00	291,593.68	42,238.54	255,433.32	300,346.76
201	SOCIAL SECURITY	33,916.00	0.00	17,452.75	2,519.76	16,463.25	18,067.26
204	STATE RETIREMENT	56,126.00	0.00	29,917.57	4,333.70	26,208.43	29,951.53
205	EMPLOYEE INSURANCE	44,268.00	0.00	25,289.70	3,162.00	18,978.30	22,121.40
206	EMPLOYEE INSURANCE-LIFE	2,640.00	0.00	1,216.62	190.76	1,423.38	1,085.12
207	EMPLOYEE INSURANCE-HEALTH	49,536.00	0.00	26,486.35	3,784.00	23,049.65	28,891.80
208	EMPLOYEE INSURANCE-DENTAL	3,588.00	0.00	1,882.08	276.00	1,705.92	1,903.72
210	UNEMPLOYMENT COMPENSATION	672.00	0.00	288.60	288.60	383.40	297.24
212	EMPLOYER MEDICARE LIABILITY	7,932.00	0.00	4,081.72	589.32	3,850.28	4,225.41
OJ TOT	*****EMPLOYEE BENEFITS*	198,678.00	0.00	106,615.39	15,144.14	92,062.61	106,543.48
302	ADVERTISING	0.00	1,053.00	0.00	0.00	0.00	0.00
317	DATA PROCESSING SERVICES	32,000.00	55,182.79	0.00	0.00	32,000.00	0.00
320	DUES & MEMBERSHIPS	2,000.00	0.00	1,597.00	20.00	403.00	2,170.00
330	LEASE PAYMENTS	3,600.00	3,210.80	3,059.77	0.00	3,600.00	2,269.16
331	LEGAL FEES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
337	MAINT & REPAIR SERVICES-OFFICE	500.00	0.00	0.00	0.00	500.00	0.00
338	MAINTENANCE & REPAIR - VEHICLE	2,500.00	620.61	844.59	0.00	1,872.48	79.48
349	PRINTING, STATIONERY & FORMS	2,250.00	515.00	542.00	417.00	1,708.00	1,914.00
355	TRAVEL	10,000.00	2,147.51	4,569.53	93.42	9,082.00	8,023.87
356	TUITION	2,000.00	135.00	455.00	0.00	1,425.00	215.00
399	OTHER CONTRACTED SERVICES	12,000.00	1,526.00	5,534.24	2,534.24	9,465.76	5,095.05
OJ TOT	*****CONTRACTED SERVICES	71,850.00	64,390.71	16,602.13	3,064.66	65,056.24	19,766.56
411	DATA PROCESSING SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
414	DUPLICATING SUPPLIES	1,500.00	0.00	1,372.30	1,372.30	127.70	0.00
425	GASOLINE	2,500.00	2,181.89	1,141.38	25.22	936.73	1,139.45
435	OFFICE SUPPLIES	2,500.00	95.00	2,140.46	91.52	681.92	142.93
499	OTHER SUPPLIES & MATERIALS	1,000.00	743.20	1,149.54	512.88	147.46	2,100.41
OJ TOT	*****SUPPLIES & MATERIAL	8,000.00	3,020.09	5,803.68	2,001.92	2,393.81	3,382.79
508	PREMIUMS ON CORPORATE SURETY B	275.00	0.00	266.00	0.00	9.00	0.00
513	WORKERS COMPENSATION INSURANCE	821.00	0.00	821.00	821.00	0.00	766.00
599	OTHER CHARGES	95,225.00	49,465.00	55,841.90	17,485.00	88,333.10	20,574.98
OJ TOT	*****OTHER CHARGES***	96,321.00	49,465.00	56,928.90	18,306.00	88,342.10	21,340.98
707	BUILDING IMPROVEMENTS	1,000.00	0.00	4,078.62	0.00	1,000.00	0.00
709	DATA PROCESSING EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
711	FURNITURE & FIXTURES	800.00	0.00	0.00	0.00	800.00	0.00
718	MOTOR VEHICLES	3,000.00	0.00	46,708.00	0.00	100.00	0.00
719	OFFICE EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	5,800.00	0.00	50,786.62	0.00	2,900.00	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52300: PROPERTY ASSESSORS OFFICE

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
CC TOT PROPERTY ASSESSORS OFFICE	927,676.00	116,875.80	528,330.40	80,755.26	506,188.08	451,380.57

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52310: REAPPRAISAL PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANTS	189,231.00	0.00	90,795.23	12,706.52	98,435.77	74,476.82
162	CLERICAL PERSONNEL	62,843.00	0.00	36,032.78	5,147.54	26,810.22	28,595.62
199	PERSONAL VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	3,825.00
OJ TOT	*****PERSONAL SERVICES*	252,074.00	0.00	126,828.01	17,854.06	125,245.99	106,897.44
201	SOCIAL SECURITY	15,629.00	0.00	7,608.68	1,070.13	8,020.32	6,373.38
204	STATE RETIREMENT	25,863.00	0.00	11,620.84	1,776.58	14,242.16	9,023.69
205	EMPLOYEE INSURANCE	37,944.00	0.00	14,752.40	2,108.00	23,191.60	15,537.65
206	EMPLOYEE INSURANCE-LIFE	1,284.00	0.00	585.78	102.06	698.22	365.44
207	EMPLOYEE INSURANCE-HEALTH	28,896.00	0.00	15,479.10	2,408.00	13,416.90	12,038.25
208	EMPLOYEE INSURANCE-DENTAL	1,932.00	0.00	1,010.04	161.00	921.96	732.20
210	UNEMPLOYMENT COMPENSATION	392.00	0.00	197.05	142.83	194.95	164.69
212	EMPLOYER MEDICARE LIABILITY	3,656.00	0.00	1,779.43	250.27	1,876.57	1,490.61
OJ TOT	*****EMPLOYEE BENEFITS*	115,596.00	0.00	53,033.32	8,018.87	62,562.68	45,725.91
317	DATA PROCESSING SERVICES	12,500.00	27,246.32	0.00	0.00	12,500.00	0.00
320	DUES & MEMBERSHIPS	200.00	0.00	0.00	0.00	200.00	24.00
337	MAINT & REPAIR SERV-OFC EQU	300.00	0.00	0.00	0.00	300.00	0.00
355	TRAVEL	2,500.00	708.16	93.78	0.00	2,500.00	416.98
356	TUITION	150.00	0.00	0.00	0.00	150.00	0.00
399	OTHER CONTRACTED SERVICES	10,000.00	2,940.57	0.00	0.00	10,000.00	4,382.43
OJ TOT	*****CONTRACTED SERVICES	25,650.00	30,895.05	93.78	0.00	25,650.00	4,823.41
425	GASOLINE	500.00	0.00	0.00	0.00	500.00	407.97
435	OFFICE SUPPLIES	500.00	0.00	299.76	0.00	500.00	91.84
499	OTHER SUPPLIES & MATERIALS	300.00	0.00	0.00	0.00	300.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	1,300.00	0.00	299.76	0.00	1,300.00	499.81
513	WORKERS COMPENSATION INSURANCE	379.00	0.00	379.00	379.00	0.00	299.00
599	OTHER CHARGES	200.00	0.00	0.00	0.00	200.00	0.00
OJ TOT	*****OTHER CHARGES***	579.00	0.00	379.00	379.00	200.00	299.00
709	DATA PROCESSING EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
711	FURNITURE & FIXTURES	500.00	0.00	0.00	0.00	500.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CC TOT	REAPPRAISAL PROGRAM	396,199.00	30,895.05	180,633.87	26,251.93	215,958.67	158,245.57

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52400: COUNTY TRUSTEES OFFICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,079.50
162	CLERICAL PERSONNEL	237,406.00	7,999.15	135,984.45	19,688.62	95,511.64	114,607.73
168	TEMPORARY PERSONNEL	7,405.00	0.00	3,875.39	188.00	3,529.61	9,383.77
OJ TOT	*****PERSONAL SERVICES*	318,755.00	7,999.15	182,993.84	26,038.62	129,851.25	165,071.00
201	SOCIAL SECURITY	19,762.00	0.00	10,318.76	1,436.16	9,443.24	9,868.68
204	STATE RETIREMENT	29,482.00	0.00	17,197.88	2,456.84	12,284.12	15,869.42
205	EMPLOYEE INSURANCE	18,972.00	0.00	11,064.30	1,581.00	7,907.70	11,060.70
206	EMPLOYEE INSURANCE-LIFE	1,389.00	0.00	649.44	100.04	739.56	551.04
207	EMPLOYEE INSURANCE-HEALTH	26,832.00	0.00	14,447.10	2,064.00	12,384.90	14,445.90
208	EMPLOYEE INSURANCE-DENTAL	1,794.00	0.00	941.04	138.00	852.96	878.64
210	UNEMPLOYMENT COMPENSATION	476.00	0.00	173.27	143.78	302.73	205.75
212	EMPLOYER MEDICARE LIABILITY	4,622.00	0.00	2,424.54	338.61	2,197.46	2,307.86
OJ TOT	*****EMPLOYEE BENEFITS*	103,329.00	0.00	57,216.33	8,258.43	46,112.67	55,187.99
320	DUES & MEMBERSHIPS	1,215.00	0.00	1,070.00	165.00	145.00	1,036.00
330	LEASE PAYMENTS	1,765.00	735.00	1,029.00	294.00	1.00	1,029.00
331	LEGAL SERVICES	3,212.00	0.00	2,212.50	1,368.75	999.50	3,212.00
332	LEGAL NOTICES RECORDING& COURT	380.00	172.80	0.00	0.00	207.20	0.00
337	MAINT. & REPAIR SERVICES-OFFIC	110.00	0.00	74.00	0.00	36.00	0.00
349	PRINTING, STATIONERY & FORMS	1,400.00	0.00	814.55	0.00	585.45	1,073.95
355	TRAVEL	1,070.00	250.00	173.29	20.08	646.71	101.99
356	TUITION	1,350.00	1,350.00	0.00	0.00	0.00	165.00
399	OTHER CONTRACTED SERVICES	760.00	561.80	198.20	13.20	0.00	273.40
OJ TOT	*****CONTRACTED SERVICES	11,262.00	3,069.60	5,571.54	1,861.03	2,620.86	6,891.34
414	DUPLICATING SUPPLIES	414.00	0.00	414.00	0.00	0.00	414.00
435	OFFICE SUPPLIES	1,700.00	0.00	1,722.56	0.00	122.81	1,333.37
499	OTHER SUPPLIES & MATERIALS	451.00	0.00	70.00	0.00	381.00	184.51
OJ TOT	*****SUPPLIES & MATERIAL	2,565.00	0.00	2,206.56	0.00	503.81	1,931.88
513	WORKERS COMPENSATION INSURANCE	477.00	0.00	477.00	477.00	0.00	422.00
OJ TOT	*****OTHER CHARGES***	477.00	0.00	477.00	477.00	0.00	422.00
711	FURNITURE & FIXTURES	0.00	0.00	900.00	0.00	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	900.00	0.00	0.00	0.00
CC TOT	COUNTY TRUSTEES OFFICE	436,388.00	11,068.75	249,365.27	36,635.08	179,088.59	229,504.21

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52500: COUNTY CLERKS OFFICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,079.50
162	CLERICAL PERSONNEL	664,074.00	0.00	381,966.06	54,615.58	282,107.94	365,159.79
169	PART TIME PERSONNEL	22,265.00	0.00	8,107.01	1,042.58	14,157.99	8,642.71
OJ TOT	*****PERSONAL SERVICES*	760,283.00	0.00	433,207.07	61,820.16	327,075.93	414,882.00
201	SOCIAL SECURITY	47,138.00	0.00	25,512.14	3,633.32	21,625.86	24,547.22
204	STATE RETIREMENT	75,721.00	0.00	43,429.72	6,235.80	32,291.28	41,131.14
205	EMPLOYEE INSURANCE	69,564.00	0.00	41,096.10	6,324.00	28,467.90	36,869.00
206	EMPLOYEE INSURANCE-LIFE	3,600.00	0.00	1,784.24	280.22	1,815.76	1,463.68
207	EMPLOYEE INSURANCE-HEALTH	94,944.00	0.00	55,380.55	7,912.00	39,563.45	54,344.10
208	EMPLOYEE INSURANCE-DENTAL	6,348.00	0.00	3,607.32	529.00	2,740.68	3,305.36
210	UNEMPLOYMENT COMPENSATION	1,400.00	0.00	498.87	445.28	901.13	458.40
212	EMPLOYER MEDICARE LIABILITY	11,025.00	0.00	5,966.43	849.73	5,058.57	5,740.92
OJ TOT	*****EMPLOYEE BENEFITS*	309,740.00	0.00	177,275.37	26,209.35	132,464.63	167,859.82
300	CONTRACTED SERVICES	200.00	0.00	0.00	0.00	200.00	0.00
307	COMMUNICATION	0.00	0.00	0.00	0.00	0.00	812.00
320	DUES & MEMBERSHIPS	902.00	0.00	902.00	200.00	0.00	863.00
330	LEASE PAYMENTS	5,200.00	2,415.36	2,817.92	805.12	4,059.28	2,817.92
332	LEGAL NOTICES,RECORDING & COUR	452.00	0.00	0.00	0.00	452.00	0.00
334	MAINTENANCE AGREEMENT	13,970.00	0.00	0.00	0.00	13,970.00	0.00
336	MAINT & REPAIR SERV-EQUIPMENT	100.00	0.00	0.00	0.00	100.00	0.00
349	PRINTING, STATIONERY & FORMS	8,000.00	0.00	5,459.52	0.00	7,682.85	8,409.35
355	TRAVEL	1,998.00	144.60	0.00	0.00	1,998.00	6.10-
356	TUITION	200.00	0.00	0.00	0.00	200.00	0.00
399	OTHER CONTRACTED SERVICES	630.00	331.40	389.00	19.80	630.00	347.60
OJ TOT	*****CONTRACTED SERVICES	31,652.00	2,891.36	9,568.44	1,024.92	29,292.13	13,243.77
411	DATA PROCESSING SUP	1,600.00	0.00	1,203.67	0.00	396.33	1,040.64
414	DUPLICATING SUPPLIES	5,992.00	0.00	0.00	0.00	5,992.00	1,608.00
425	GASOLINE	1,100.00	0.00	510.06	60.79	589.94	513.85
435	OFFICE SUPPLIES	4,400.00	409.23	2,885.28	826.22	1,955.99	6,596.72
437	PERIODICALS	250.00	0.00	63.33	51.80	186.67	72.53
499	OTHER SUPPLIES & MATERIALS	1,600.00	811.85	0.00	0.00	788.15	417.42
OJ TOT	*****SUPPLIES & MATERIAL	14,942.00	1,221.08	4,662.34	938.81	9,909.08	10,249.16
508	PREMIUMS ON CORPORATE SURETY B	150.00	0.00	62.00	62.00	88.00	0.00
513	WORKERS COMPENSATION INSURANCE	1,141.00	0.00	1,141.00	1,141.00	0.00	1,084.00
599	OTHER CHARGES	86.00	0.00	0.00	0.00	86.00	0.00
OJ TOT	*****OTHER CHARGES***	1,377.00	0.00	1,203.00	1,203.00	174.00	1,084.00
CC TOT	COUNTY CLERKS OFFICE	1,117,994.00	4,112.44	625,916.22	91,196.24	498,915.77	607,318.75

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 52600: DATA PROCESSING

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	86,058.00	0.00	50,200.50	7,171.50	35,857.50	47,810.01
121	DATA PROCESSING PERSONNEL	345,012.00	0.00	195,203.17	27,801.76	149,808.83	180,389.66
OJ TOT	*****PERSONAL SERVICES*	431,070.00	0.00	245,403.67	34,973.26	185,666.33	228,199.67
201	SOCIAL SECURITY	26,727.00	0.00	14,978.28	2,127.93	11,748.72	13,906.03
204	STATE RETIREMENT	44,228.00	0.00	25,178.57	3,588.28	19,049.43	23,299.29
205	EMPLOYEE INSURANCE	18,972.00	0.00	7,639.70	1,317.50	11,332.30	7,373.80
206	EMPLOYEE INSURANCE-LIFE	2,172.00	0.00	940.56	144.18	1,231.44	822.72
207	EMPLOYEE INSURANCE-HEALTH	37,152.00	0.00	21,670.65	3,096.00	15,481.35	21,668.85
208	EMPLOYEE INSURANCE-DENTAL	2,324.00	0.00	1,411.56	207.00	912.44	1,317.96
210	UNEMPLOYMENT COMPENSATION	504.00	0.00	278.43	278.43	225.57	266.87
212	EMPLOYER MEDICARE LIABILITY	6,251.00	0.00	3,503.12	497.69	2,747.88	3,252.14
OJ TOT	*****EMPLOYEE BENEFITS*	138,330.00	0.00	75,600.87	11,257.01	62,729.13	71,907.66
317	DATA PROCESSING SERVICES	4,104.00	4,090.78	1,483.79	211.97	104.00	2,015.48
330	LEASE PAYMENTS	11,250.00	0.00	0.00	0.00	11,250.00	0.00
336	MAINT. & REPAIR SERVICES-EQUIP	14,040.00	0.00	5,634.51	0.00	14,040.00	13,630.51
348	POSTAL CHARGES	0.00	0.00	10.00	0.00	10.00-	0.00
349	PRINTING, STATIONERY & FORMS	17,997.00	0.00	9,695.12	452.98	15,298.02	8,794.17
355	TRAVEL	2,017.00	915.45	323.48	62.74	778.07	249.65
356	TUITION	4,200.00	930.85	1,069.15	1,069.15	4,200.00	0.00
399	OTHER CONTRACTED SERVICES	4,000.00	3,505.50	2,004.75	54.90	1,929.55	1,869.08
OJ TOT	*****CONTRACTED SERVICES	57,608.00	9,442.58	20,220.80	1,851.74	47,589.64	26,558.89
411	DATA PROCESSING SUP	12,150.00	0.00	1,143.57	139.32	11,328.68	457.23
414	DUPLICATING SUPPLIES	450.00	0.00	0.00	0.00	450.00	0.00
417	EQUIPMENT PARTS-LIGHT	9,000.00	1,297.76	4,108.92	783.95	4,505.88	5,337.62
435	OFFICE SUPPLIES	684.00	243.90	446.02	76.66	614.78	114.43
OJ TOT	*****SUPPLIES & MATERIAL	22,284.00	1,541.66	5,698.51	999.93	16,899.34	5,909.28
513	WORKERS COMPENSATION INSURANCE	647.00	0.00	647.00	647.00	0.00	616.00
OJ TOT	*****OTHER CHARGES***	647.00	0.00	647.00	647.00	0.00	616.00
709	DATA PROCESSING EQUIPMENT	3,050.00	40.51	9,026.21	1,744.95	36.37	4,258.53
OJ TOT	*****CAPITAL OUTLAY**	3,050.00	40.51	9,026.21	1,744.95	36.37	4,258.53
CC TOT	DATA PROCESSING	652,989.00	11,024.75	356,597.06	51,473.89	312,920.81	337,450.03

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53100: CIRCUIT COURT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
194	JURY & WITNESS FEES	0.00	0.00	130.00	0.00	130.00-	0.00
199	OTHER PER DIEM & FEES	0.00	0.00	100.00	0.00	100.00-	0.00
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	230.00	0.00	230.00-	0.00
330	LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	220.64
332	LEGAL NOTICES,RECORDING & COUR	0.00	0.00	0.00	0.00	0.00	88.12
349	PRINTING,STATIONERY & FORMS	0.00	0.00	0.00	0.00	0.00	775.00
399	OTHER CONTRACTED SERVICES	0.00	161.54	1,488.20	1,116.46	0.00	190.36
OJ TOT	*****CONTRACTED SERVICES	0.00	161.54	1,488.20	1,116.46	0.00	1,274.12
414	DUPLICATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	750.00
435	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	486.12
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	1,218.88
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	0.00	0.00	0.00	2,455.00
707	BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	4,384.29
719	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	28,430.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	0.00	0.00	0.00	32,814.29
CC TOT	CIRCUIT COURT	0.00	161.54	1,718.20	1,116.46	230.00-	36,543.41

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53110: CIRCUIT COURT JUDGE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
194	JURY & WITNESS FEES	62,576.00	0.00	8,060.00	1,720.00	54,516.00	15,180.00
199	OTHER PER DIEM & FEES	5,845.00	0.00	500.00	200.00	5,345.00	900.00
OJ TOT	*****PERSONAL SERVICES*	68,421.00	0.00	8,560.00	1,920.00	59,861.00	16,080.00
201	SOCIAL SECURITY	0.00	0.00	12.30	12.30	12.30-	0.00
204	STATE RETIREMENT	0.00	0.00	20.52	20.52	20.52-	0.00
210	UNEMPLOYMENT	0.00	0.00	1.60	1.60	1.60-	0.00
212	EMPLOYER MEDICARE LIABILITY	0.00	0.00	2.88	2.88	2.88-	0.00
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	37.30	37.30	37.30-	0.00
330	LEASE PAYMENTS	2,912.00	1,173.96	911.04	278.00	1,244.00	899.36
332	LEGAL NOTICES,RECORDING & COUR	0.00	1,000.00	0.00	0.00	0.00	0.00
337	MAINT. & REPAIR SERVICES-OFFIC	500.00	500.00	0.00	0.00	500.00	0.00
349	PRINTING, STATIONERY & FORMS	2,652.00	3,852.00	1,539.00	0.00	0.00	102.27
355	TRAVEL	1,000.00	406.60	88.36	0.00	505.04	0.00
399	OTHER CONTRACTED SERVICES	22,647.52	350.00	746.86	0.00	21,900.66	1,030.14
OJ TOT	*****CONTRACTED SERVICES	29,711.52	7,282.56	3,285.26	278.00	24,149.70	2,031.77
414	DUPLICATING SUPPLIES	500.00	149.46	163.98	84.36	500.00	0.00
435	OFFICE SUPPLIES	600.00	119.91	144.58	0.00	600.00	289.30
457	IN-SERVICE STAFF TRAINING	500.00	0.00	0.00	0.00	500.00	0.00
499	OTHER SUPPLIES & MATERIALS	2,120.00	2,637.35	1,892.66	387.95	2,000.40	0.00
OJ TOT	*****SUPPLIES & MATERIAL	3,720.00	2,906.72	2,201.22	472.31	3,600.40	289.30
707	BUILDING IMPROVEMENTS	7,142.48	200.00	6,822.88	0.00	119.60	0.00
OJ TOT	*****CAPITAL OUTLAY**	7,142.48	200.00	6,822.88	0.00	119.60	0.00
CC TOT	CIRCUIT COURT JUDGE	108,995.00	10,389.28	20,906.66	2,707.61	87,693.40	18,401.07

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53120: CIRCUIT COURT CLERK

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,079.50
162	CLERICAL PERSONNEL	1,207,487.00	0.00	684,918.94	98,551.09	522,568.06	626,733.93
187	OVERTIME/VACATION RELIEF	7,764.00	0.00	4,984.81	1,093.04	2,779.19	8,249.59
OJ TOT	*****PERSONAL SERVICES*	1,289,195.00	0.00	733,037.75	105,806.13	556,157.25	676,063.02
201	SOCIAL SECURITY	79,931.00	0.00	43,833.29	6,305.35	36,097.71	40,688.38
204	STATE RETIREMENT	127,523.00	0.00	67,012.52	9,574.39	60,510.48	64,442.11
205	EMPLOYEE INSURANCE	101,184.00	0.00	54,696.79	9,434.19	46,487.21	57,120.03
206	EMPLOYEE INSURANCE-LIFE	6,114.00	0.00	3,046.86	490.18	3,067.14	2,371.20
207	EMPLOYEE INSURANCE-HEALTH	169,248.00	0.00	94,250.25	13,760.00	74,997.75	92,178.60
208	EMPLOYEE INSURANCE-DENTAL	11,316.00	0.00	6,143.92	920.00	5,172.08	5,606.56
210	UNEMPLOYMENT COMPENSATION	2,739.00	0.00	1,132.38	797.11	1,606.62	919.95
212	EMPLOYER MEDICARE LIABILITY	18,695.00	0.00	10,348.77	1,486.90	8,346.23	9,516.02
OJ TOT	*****EMPLOYEE BENEFITS*	516,750.00	0.00	280,464.78	42,768.12	236,285.22	272,842.85
306	BANK CHARGES	200.00	36.52	158.77	0.00	199.71	0.00
307	COMMUNICATION	0.00	250.00	50.00	0.00	0.00	61.57
320	DUES & MEMBERSHIPS	2,000.00	0.00	75.00	0.00	1,925.00	495.00
330	LEASE PAYMENTS	3,250.00	2,785.61	2,395.39	552.00	0.00	1,899.52
331	LEGAL SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
334	MAINTENANCE AGREEMENTS	4,760.00	0.00	6,636.00	0.00	341.00	5,530.00
337	MAINT. & REPAIR SERVICES-OFFIC	1,500.00	818.15	1,190.00	0.00	420.00	767.85
338	MAINT & REPAIR SERV-VEHICLE	500.00	0.00	0.00	0.00	500.00	0.00
349	PRINTING, STATIONERY & FORMS	25,000.00	10,466.05	10,974.75	598.90	12,391.22	6,279.91
351	RENTALS	200.00	0.00	0.00	0.00	200.00	0.00
355	TRAVEL	7,550.00	2,419.53	3,250.95	91.54	2,686.05	4,244.63
356	TUITION	9,000.00	5,324.81	1,614.00	0.00	7,565.00	1,112.00
399	OTHER CONTRACTED SERVICES	18,109.00	6,918.13	996.64	15.00	17,509.36	919.17
OJ TOT	*****CONTRACTED SERVICES	72,569.00	29,018.80	27,341.50	1,257.44	44,237.34	21,309.65
411	DATA PROCESSING SUPPLIES	4,000.00	1,721.61	3,712.01	938.28	1,250.00	2,407.93
414	DUPLICATING SERVICES	3,250.00	1,369.12	2,587.76	168.72	2,039.30	1,433.36
432	LIBRARY BOOKS	0.00	1,941.40	58.60	58.60	0.00	0.00
435	OFFICE SUPPLIES	4,675.00	2,805.88	3,130.78	290.44	3,493.26	3,077.58
499	OTHER SUPPLIES & MATERIALS	8,000.00	3,221.98	13,272.32	321.99	3,033.06	2,588.05
OJ TOT	*****SUPPLIES & MATERIAL	19,925.00	11,059.99	22,761.47	1,778.03	9,815.62	9,506.92
513	WORKERS COMPENSATION INSURANCE	1,935.00	0.00	1,935.00	1,935.00	0.00	1,801.00
OJ TOT	*****OTHER CHARGES***	1,935.00	0.00	1,935.00	1,935.00	0.00	1,801.00
707	BUILDING IMPROVEMENTS	0.00	162.82	7,094.03	0.00	0.00	0.00
708	COMMUNICATION EQUIPMENT	300.00	200.00	0.00	0.00	100.00	0.00
709	DATA PROCESSING EQUIPMENT	10,000.00	13,225.83	1,062.92	0.00	10,000.00	6,111.39
719	OFFICE EQUIP	0.00	0.00	0.00	0.00	0.00	11,000.00
790	OTHER EQUIPMENT	0.00	22,901.00	0.00	0.00	22,901.00-	0.00
OJ TOT	*****CAPITAL OUTLAY**	10,300.00	36,489.65	8,156.95	0.00	12,801.00-	17,111.39

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53120: CIRCUIT COURT CLERK

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
CC TOT CIRCUIT COURT CLERK	1,910,674.00	76,568.44	1,073,697.45	153,544.72	833,694.43	998,634.83

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53300: GENERAL SESSIONS COURT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
330	LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	1,208.11
337	MAINT & REPAIR SERVICES-OFFICE	0.00	245.00	0.00	0.00	0.00	50.15
349	PRINTING, STATIONERY & FORMS	0.00	0.00	0.00	0.00	0.00	850.00
399	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	20.03
OJ TOT	*****CONTRACTED SERVICES	0.00	245.00	0.00	0.00	0.00	2,128.29
432	LIBRARY BOOKS	0.00	0.00	555.90	85.80	0.00	881.55
435	OFFICE SUPPLIES	0.00	0.00	4.80	0.00	4.80-	211.40
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	560.70	85.80	4.80-	1,092.95
CC TOT	GENERAL SESSIONS COURT	0.00	245.00	560.70	85.80	4.80-	3,221.24

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53310: GENERAL SESSIONS JUDGE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
102	JUDGES	562,596.00	0.00	324,394.02	46,882.96	238,201.98	321,942.00
161	SECRETARIES	112,292.00	0.00	62,792.49	8,867.74	49,499.51	62,388.33
189	OTHER SALARIES & WAGES	9,600.00	0.00	6,900.00	0.00	2,700.00	0.00
199	OTHER PER DIEM & FEES	2,907.00	0.00	1,463.53	0.00	1,443.47	2,354.00
OJ TOT	*****PERSONAL SERVICES*	687,395.00	0.00	395,550.04	55,750.70	291,844.96	386,684.33
201	SOCIAL SECURITY	31,918.00	0.00	16,985.40	3,354.00	14,932.60	14,593.36
204	STATE RETIREMENT	70,527.00	0.00	39,725.04	5,719.98	30,801.96	38,964.67
205	EMPLOYEE INSURANCE	18,972.00	0.00	10,537.60	1,581.00	8,434.40	11,060.70
206	EMPLOYEE INSURANCE-LIFE	1,584.00	0.00	706.72	108.52	877.28	779.52
207	EMPLOYEE INSURANCE-HEALTH	28,896.00	0.00	16,167.05	2,408.00	12,728.95	16,853.55
208	EMPLOYEE INSURANCE-DENTAL	1,932.00	0.00	1,051.88	161.00	880.12	1,025.08
210	UNEMPLOYMENT COMPENSATION	168.00	0.00	70.94	70.94	97.06	71.32
212	EMPLOYER MEDICARE LIABILITY	8,158.00	0.00	5,622.77	784.42	2,535.23	5,472.63
OJ TOT	*****EMPLOYEE BENEFITS*	162,155.00	0.00	90,867.40	14,187.86	71,287.60	88,820.83
307	COMMUNICATION	300.00	0.00	0.00	0.00	300.00	29.98
320	DUES & MEMBERSHIPS	1,815.00	900.00	660.00	510.00	255.00	765.00
330	LEASE PAYMENTS	2,000.00	1,128.59	2,113.63	86.48	1,448.00	2,463.78
337	MAINT & REPAIR SERVICES-OFFICE	1,500.00	530.00	386.66	0.00	918.09	254.25
349	PRINTING, STATIONERY & FORMS	5,000.00	225.00	1,089.01	0.00	3,885.99	0.00
355	TRAVEL	5,500.00	1,350.00	4,146.57	1,011.24	3.43	2,270.08
356	TUITION	1,070.00	0.00	645.00	0.00	425.00	645.00
399	OTHER CONTRACTED SERVICES	11,250.00	0.00	50.00	0.00	11,200.00	0.00
OJ TOT	*****CONTRACTED SERVICES	28,435.00	4,133.59	9,090.87	1,607.72	18,435.51	6,428.09
432	LIBRARY BOOKS	3,600.00	49.80	1,508.45	36.25	2,244.82	1,484.23
435	OFFICE SUPPLIES	2,200.00	311.56	444.51	44.99	1,756.44	658.35
499	OTHER SUPPLIES & MATERIALS	5,900.00	731.29	3,245.83	166.85	2,765.14	862.73
OJ TOT	*****SUPPLIES & MATERIAL	11,700.00	1,092.65	5,198.79	248.09	6,766.40	3,005.31
513	WORKERS COMPENSATION INSURANCE	1,032.00	0.00	1,032.00	1,032.00	0.00	990.00
599	OTHER CHARGES	600.00	68.66	41.54	0.00	550.00	39.80
OJ TOT	*****OTHER CHARGES***	1,632.00	68.66	1,073.54	1,032.00	550.00	1,029.80
711	FURNITURE & FIXTURES	9,900.00	9,419.50	0.00	0.00	480.50	0.00
OJ TOT	*****CAPITAL OUTLAY**	9,900.00	9,419.50	0.00	0.00	480.50	0.00
CC TOT	GENERAL SESSIONS JUDGE	901,217.00	14,714.40	501,780.64	72,826.37	389,364.97	485,968.36

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53400: CHANCERY COURT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	73,944.00	0.00	43,134.00	6,162.00	30,810.00	41,079.50
162	CLERICAL PERSONNEL	278,808.00	0.00	155,784.17	22,650.82	123,023.83	149,716.64
OJ TOT	*****PERSONAL SERVICES*	352,752.00	0.00	198,918.17	28,812.82	153,833.83	190,796.14
201	SOCIAL SECURITY	21,871.00	0.00	12,017.11	1,737.23	9,853.89	11,487.89
204	STATE RETIREMENT	36,194.00	0.00	20,409.02	2,956.20	15,784.98	18,089.08
205	EMPLOYEE INSURANCE	17,391.00	0.00	8,429.90	1,581.00	8,961.10	10,007.30
206	EMPLOYEE INSURANCE-LIFE	1,668.00	0.00	770.80	124.18	897.20	657.28
207	EMPLOYEE INSURANCE-HEALTH	37,152.00	0.00	20,982.65	3,096.00	16,169.35	21,324.90
208	EMPLOYEE INSURANCE-DENTAL	2,484.00	0.00	1,365.56	207.00	1,118.44	1,297.04
210	UNEMPLOYMENT COMPENSATION	560.00	0.00	267.78	230.46	292.22	276.89
212	EMPLOYER MEDICARE LIABILITY	5,115.00	0.00	2,810.71	406.34	2,304.29	2,686.63
OJ TOT	*****EMPLOYEE BENEFITS*	122,435.00	0.00	67,053.53	10,338.41	55,381.47	65,827.01
320	DUES & MEMBERSHIPS	862.00	0.00	145.00	0.00	717.00	803.00
330	LEASE PAYMENTS	5,100.00	3,228.07	2,631.98	591.50	220.00	1,154.14
331	LEGAL SERVICES	200.00	0.00	50.00	0.00	200.00	0.00
332	LEGAL NOTICE-REC-COURT CST	1,424.00	0.00	0.00	0.00	1,424.00	115.20
337	MAINTENANCE & REPAIR - OFFICE	581.00	100.00	0.00	0.00	581.00	0.00
349	PRINTING, STATIONERY & FORMS	8,357.00	2,490.55	5,026.78	428.70	1,996.20	3,186.90
355	TRAVEL	350.00	0.00	182.42	0.00	167.58	68.08
OJ TOT	*****CONTRACTED SERVICES	16,874.00	5,818.62	8,036.18	1,020.20	5,305.78	5,327.32
414	DUPLICATING SUPPLIES	1,299.00	100.02	646.18	100.02	552.80	347.66
435	OFFICE SUPPLIES	4,361.00	247.07	1,373.50	410.99	3,289.75	1,694.67
499	OTHER SUPPLIES & MATERIALS	807.00	0.00	414.40	9.60	392.60	0.00
OJ TOT	*****SUPPLIES & MATERIAL	6,467.00	347.09	2,434.08	520.61	4,235.15	2,042.33
508	PREMIUMS ON CORPORATE SURETY B	383.00	0.00	0.00	0.00	383.00	0.00
513	WORKERS COMPENSATION INSURANCE	530.00	0.00	530.00	530.00	0.00	507.00
OJ TOT	*****OTHER CHARGES***	913.00	0.00	530.00	530.00	383.00	507.00
709	DATA PROCESSING EQUIPMENT	2,400.00	0.00	0.00	0.00	2,400.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,400.00	0.00	0.00	0.00	2,400.00	0.00
CC TOT	CHANCERY COURT	501,841.00	6,165.71	276,971.96	41,222.04	221,539.23	264,499.80





REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53500: JUVENILE COURT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
112	YOUTH SERVICE OFFICERS	192,028.00	0.00	109,879.19	15,662.52	82,148.81	97,481.95
161	SECRETARY	28,550.00	0.00	14,604.66	2,086.38	13,945.34	14,042.98
189	PROBATION OFFICERS	63,206.00	0.00	38,707.76	5,529.68	24,498.24	35,114.52
OJ TOT	*****PERSONAL SERVICES*	283,784.00	0.00	163,191.61	23,278.58	120,592.39	146,639.45
201	SOCIAL SECURITY	17,595.00	0.00	9,988.97	1,418.00	7,606.03	8,999.85
204	STATE RETIREMENT	29,117.00	0.00	16,743.30	2,388.36	12,373.70	13,904.49
205	EMPLOYEE INSURANCE	6,324.00	0.00	790.50	790.50	5,533.50	0.00
206	EMPLOYEE INSURANCE-LIFE	1,368.00	0.00	651.68	100.04	716.32	529.60
207	EMPLOYEE INSURANCE-HEALTH	28,896.00	0.00	16,854.95	2,408.00	12,041.05	14,789.85
208	EMPLOYEE INSURANCE-DENTAL	1,932.00	0.00	1,097.88	161.00	834.12	941.40
210	UNEMPLOYMENT COMPENSATION	392.00	0.00	198.08	186.24	193.92	213.82
212	EMPLOYER MEDICARE LIABILITY	4,115.00	0.00	2,336.26	331.64	1,778.74	2,104.80
OJ TOT	*****EMPLOYEE BENEFITS*	89,739.00	0.00	48,661.62	7,783.78	41,077.38	41,483.81
320	DUES & MEMBERSHIPS	500.00	0.00	415.00	0.00	85.00	315.00
322	DRUG TESTING	2,000.00	2,307.50	530.00	127.50	2,000.00	377.50
330	LEASE PAYMENTS	5,750.00	3,661.84	3,454.69	866.52	0.00	2,395.76
340	MEDICAL & DENTAL	5,150.00	2,653.43	1,744.05	444.05	5,150.00	1,389.05
349	PRINTING-STATIONERY & FORMS	6,860.00	696.51	2,989.89	0.00	4,860.00	2,896.00
355	TRAVEL	6,500.00	1,920.58	2,968.08	1,592.72	3,820.78	2,150.28
356	TUITION	3,000.00	0.00	935.00	0.00	2,125.00	40.00
399	OTHER CONTRACTED SERVICES	4,761.00	998.26	1,477.49	301.49	3,205.25	922.03
OJ TOT	*****CONTRACTED SERVICES	34,521.00	12,238.12	14,514.20	3,332.28	21,246.03	10,485.62
432	LIBRARY BOOKS	0.00	94.45	405.55	405.55	0.00	0.00
435	OFFICE SUPPLIES	1,200.00	378.87	388.99	51.13	862.14	240.46
457	IN-SERVICE STAFF TRAINING	150.00	0.00	0.00	0.00	150.00	0.00
499	OTHER SUPPLIES & MATERIALS	500.00	3,243.15	1,073.35	55.88	183.50	0.00
OJ TOT	*****SUPPLIES & MATERIAL	1,850.00	3,716.47	1,867.89	512.56	1,195.64	240.46
513	WORKERS COMPENSATION INSURANCE	426.00	0.00	426.00	426.00	0.00	405.00
599	OTHER CHARGES	5,400.00	3,580.62	1,142.73	420.00	5,400.00	1,555.99
OJ TOT	*****OTHER CHARGES***	5,826.00	3,580.62	1,568.73	846.00	5,400.00	1,960.99
707	BUILDING IMPROVEMENTS	750.00	0.00	717.12	717.12	32.88	0.00
711	FURNITURE & FIXTURES	8,050.00	3,165.00	6,811.00	4,746.00	139.00	3,579.53
719	OFFICE EQUIPMENT	1,350.00	0.00	1,118.00	0.00	232.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	10,150.00	3,165.00	8,646.12	5,463.12	403.88	3,579.53
CC TOT	JUVENILE COURT	425,870.00	22,700.21	238,450.17	41,216.32	189,915.32	204,389.86

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53610: OFFICE OF PUBLIC DEFENDER

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
162	CLERICAL PERSONNEL	34,800.00	0.00	20,300.00	2,900.00	14,500.00	20,300.00
OJ TOT	*****PERSONAL SERVICES*	34,800.00	0.00	20,300.00	2,900.00	14,500.00	20,300.00
201	SOCIAL SECURITY	2,158.00	0.00	1,258.60	179.80	899.40	1,258.60
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	26.40	23.20	85.60	26.40
212	FICA-MEDICARE	505.00	0.00	294.42	42.06	210.58	294.42
OJ TOT	*****EMPLOYEE BENEFITS*	2,775.00	0.00	1,579.42	245.06	1,195.58	1,579.42
307	COMMUNICATION	1,400.00	606.85	284.76	0.00	1,400.00	223.80
330	LEASE PAYMENTS	15,600.00	6,500.00	10,400.00	2,600.00	20.00-	8,000.00
355	TRAVEL	2,400.00	0.00	736.22	736.22	1,663.78	0.00
356	TUITION	2,000.00	0.00	75.00	75.00	1,925.00	0.00
399	OTHER CONTRACTED SERVICES	12,120.00	0.00	12,120.00	0.00	0.00	12,120.00
OJ TOT	*****CONTRACTED SERVICES	33,520.00	7,106.85	23,615.98	3,411.22	4,968.78	20,343.80
513	WORKERS' COMPENSATION INS	53.00	0.00	53.00	53.00	0.00	50.00
599	OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	36.11
OJ TOT	*****OTHER CHARGES***	53.00	0.00	53.00	53.00	0.00	86.11
711	FURNITURE & FIXTURES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,000.00	0.00	0.00	0.00	2,000.00	0.00
CC TOT	OFFICE OF PUBLIC DEFENDER	73,148.00	7,106.85	45,548.40	6,609.28	22,664.36	42,309.33

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53900: OTHER ADMINISTRATION OF JUSTICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
109	CAPTAINS	57,062.00	0.00	33,285.84	4,755.12	23,776.16	31,700.76
110	LIEUTENANTS	46,939.00	0.00	27,376.44	3,910.92	19,562.56	20,489.04
164	ATTENDANTS	217,533.00	0.00	106,733.64	18,440.76	110,799.36	112,268.43
186	LONGEVITY PAY	5,903.00	0.00	5,902.75	0.00	0.25	5,902.75
OJ TOT	*****PERSONAL SERVICES*	327,437.00	0.00	173,298.67	27,106.80	154,138.33	170,360.98
201	SOCIAL SECURITY	20,301.00	0.00	10,598.45	1,644.55	9,702.55	10,336.25
204	STATE RETIREMENT	33,595.00	0.00	17,780.62	2,781.19	15,814.38	17,393.72
205	EMPLOYEE INSURANCE - DEPENDENT	31,620.00	0.00	7,439.23	1,558.10	24,180.77	11,241.89
206	EMPLOYEE INS LIFE	1,620.00	0.00	711.99	127.70	908.01	547.26
207	EMPLOYEE INS HEALTH	37,152.00	0.00	16,902.50	2,722.11	20,249.50	18,516.30
208	EMPLOYEE INS- DENTAL	2,484.00	0.00	1,101.42	182.00	1,382.58	1,126.21
210	UNEMPLOYMENT	504.00	0.00	216.86	216.86	287.14	162.52
212	EMPLOYER MEDICARE	4,748.00	0.00	2,478.66	384.62	2,269.34	2,417.33
OJ TOT	*****EMPLOYEE BENEFITS*	132,024.00	0.00	57,229.73	9,617.13	74,794.27	61,741.48
399	OTHER CONTRACTED SERVICES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
513	WORKER'S COMPENSATION INSURANC	8,155.00	0.00	8,155.00	8,155.00	0.00	7,778.00
OJ TOT	*****OTHER CHARGES***	8,155.00	0.00	8,155.00	8,155.00	0.00	7,778.00
716	LAW ENFORCEMENT EQUIPMENT	0.00	0.00	29,900.00	29,900.00	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	29,900.00	29,900.00	0.00	0.00
CC TOT	OTHER ADMINISTRATION OF JUSTIC	468,616.00	0.00	268,583.40	74,778.93	229,932.60	239,880.46

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53910: PROBATION SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	ADMINISTRATOR	55,125.00	0.00	32,156.18	4,593.74	22,968.82	30,624.86
111	PROBATION OFFICER	107,688.00	0.00	58,786.42	8,685.58	48,901.58	45,937.92
119	BOOKKEEPER	26,460.00	0.00	15,435.00	2,205.00	11,025.00	14,699.86
161	RECEPTIONIST	22,050.00	0.00	12,862.50	1,837.50	9,187.50	12,250.00
189	OTHER SALARIES & WAGES	14,700.00	0.00	3,864.00	552.00	10,836.00	3,450.00
OJ TOT	*****PERSONAL SERVICES*	226,023.00	0.00	123,104.10	17,873.82	102,918.90	106,962.64
201	SOCIAL SECURITY	14,014.00	0.00	7,307.25	1,069.01	6,706.75	6,313.59
204	STATE RETIREMENT	23,190.00	0.00	10,895.30	1,414.05	12,294.70	10,920.66
205	EMPLOYEE INSURANCE-DEPENDENT	31,620.00	0.00	13,814.53	1,639.23	17,805.47	14,906.08
206	EMPLOYEE INSURANCE-LIFE	1,122.00	0.00	537.78	86.40	584.22	310.95
207	EMPLOYEE INSURANCE-HEALTH	28,896.00	0.00	16,680.22	2,484.02	12,215.78	14,836.13
208	EMPLOYEE INSURANCE-DENTAL	1,932.00	0.00	1,043.61	143.09	888.39	902.38
210	UNEMPLOYMENT	392.00	0.00	209.27	128.30	182.73	108.72
212	EMPLOYER MEDICARE LIABILITY	3,278.00	0.00	1,708.82	250.00	1,569.18	1,476.49
OJ TOT	*****EMPLOYEE BENEFITS*	104,444.00	0.00	52,196.78	7,214.10	52,247.22	49,775.00
307	COMMUNICATIONS	2,500.00	0.00	200.88	0.00	2,299.12	0.00
330	LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	19,474.00
349	PRINTING, STATIONER, & FORMS	3,750.00	0.00	686.00	0.00	3,129.00	470.00
355	TRAVEL	1,000.00	0.00	466.20	0.00	533.80	497.36
356	TUITION	500.00	0.00	275.00	0.00	225.00	250.00
399	OTHER CONTRACTED SERVICES	25,000.00	14,994.04	10,005.96	2,805.96	0.00	8,325.00
OJ TOT	*****CONTRACTED SERVICES	32,750.00	14,994.04	11,634.04	2,805.96	6,186.92	29,016.36
411	DATA PROCESSING SUPPLIES	0.00	0.00	0.00	0.00	0.00	394.14
414	DUPLICATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	148.00
435	OFFICE SUPPLIES	2,500.00	344.84	1,519.08	155.16	636.08	634.88
499	OTHER SUPPLIES AND MATERIALS	2,000.00	0.00	1,356.87	0.00	643.13	0.00
OJ TOT	*****SUPPLIES & MATERIAL	5,000.00	844.84	2,875.95	155.16	1,279.21	1,177.02
513	WORKERS COMP INSURANCE	340.00	0.00	340.00	340.00	0.00	300.00
OJ TOT	*****OTHER CHARGES***	340.00	0.00	340.00	340.00	0.00	300.00
707	COMMUNICATION EQUIPMENT	36,000.00	0.00	0.00	0.00	36,000.00	0.00
711	FURNITURE	3,000.00	0.00	1,037.63	0.00	1,962.37	1,049.97
OJ TOT	*****CAPITAL OUTLAY**	39,000.00	0.00	1,037.63	0.00	37,962.37	1,049.97
CC TOT	PROBATION SERVICES	407,557.00	15,838.88	191,188.50	28,389.04	200,594.62	188,280.99

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54110: SHERIFFS DEPARTMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	81,496.00	0.00	45,637.76	6,519.68	35,858.24	45,319.73
103	ASSISTANT	109,425.00	0.00	63,866.60	9,123.80	45,558.40	60,677.48
105	SUPERVISOR/DIRECTOR	328,963.00	0.00	192,252.48	27,464.64	136,710.52	182,832.44
106	DEPUTIES	3,401,453.00	0.00	1,895,129.47	270,046.78	1,506,323.53	1,716,416.99
107	DETECTIVES	333,694.00	0.00	173,414.48	24,824.88	160,279.52	178,887.11
108	INVESTIGATORS	35,027.00	0.00	16,806.30	2,400.90	18,220.70	16,679.52
109	CAPTAINS	161,182.00	0.00	97,027.22	13,432.46	64,154.78	92,545.68
110	LIEUTENANT	261,543.00	0.00	148,940.22	21,797.88	112,602.78	145,301.52
115	SERGEANTS	429,663.00	0.00	240,913.78	31,777.44	188,749.22	225,820.71
140	SALARY SUPPLEMENTS	11,410.00	0.00	0.00	0.00	11,410.00	6,750.00-
142	MECHANICS	36,777.00	0.00	21,457.80	3,065.40	15,319.20	20,431.32
162	CLERICAL PERSONNEL	189,175.00	0.00	110,583.68	15,764.69	78,591.32	105,802.48
164	ATTENDENTS	184,884.00	0.00	107,271.84	15,543.84	77,612.16	85,732.92
169	PART-TIME PERSONNEL	10,730.00	0.00	0.00	0.00	10,730.00	0.00
186	LONGEVITY PAY	67,913.00	0.00	64,693.76	338.00	3,219.24	68,083.99
187	OVERTIME	405,460.00	0.00	229,875.08	22,648.63	175,584.92	244,035.38
188	BONUS PAYMENTS	0.00	0.00	1,000.00	0.00	1,000.00-	0.00
189	OTHER SALARIES & WAGES	17,115.00	0.00	7,243.46	1,034.78	9,871.54	6,896.40
196	IN-SERVICE TRAINING	0.00	0.00	0.00	0.00	0.00	1,800.00
OJ TOT	*****PERSONAL SERVICES*	6,065,910.00	0.00	3,416,113.93	465,783.80	2,649,796.07	3,190,513.67
201	SOCIAL SECURITY	376,087.00	0.00	206,054.99	28,008.21	170,032.01	193,071.17
204	STATE RETIREMENT	621,262.00	0.00	337,824.09	45,791.59	283,437.91	317,031.45
205	EMPLOYEE INSURANCE	442,680.00	0.00	274,687.69	40,320.35	167,992.31	235,362.06
206	EMPLOYEE INSURANCE-LIFE	30,067.00	0.00	13,394.97	2,057.10	16,672.03	10,699.66
207	EMPLOYEE INSURANCE-HEALTH	586,176.00	0.00	330,433.48	46,150.45	255,742.52	309,890.92
208	EMPLOYEE INSURANCE-DENTAL	39,192.00	0.00	21,439.99	3,085.64	17,752.01	18,890.23
210	UNEMPLOYMENT COMPENSATION	7,952.00	0.00	4,008.30	3,672.97	3,943.70	3,781.55
212	EMPLOYER MEDICARE LIABILITY	87,956.00	0.00	48,189.98	6,550.32	39,766.02	45,152.96
OJ TOT	*****EMPLOYEE BENEFITS*	2,191,372.00	0.00	1,236,033.49	175,636.63	955,338.51	1,133,880.00
307	COMMUNICATION	19,800.00	5,832.87	9,335.32	980.17	6,829.61	8,156.66
312	CONTRACTED TRAVEL SERVICES	1,000.00	0.00	0.00	0.00	1,000.00	750.55
320	DUES & MEMBERSHIPS	4,600.00	2,925.00	1,930.00	670.00	55.00	1,085.00
322	EVALUATION & TESTING	13,000.00	5,200.00	6,692.50	1,003.00	1,390.50	14,153.50
330	LEASE PAYMENTS	10,000.00	2,615.38	7,169.62	1,992.50	215.00	10,000.00
331	LEGAL SERVICES	9,611.00	359.25	503.75	0.00	8,748.00	40.82
333	LICENSES	7,390.00	4,670.00	1,535.00	600.00	1,535.00	2,420.00
334	MAINTENANCE AGREEMENTS	72,535.00	41,542.18	30,595.82	11,123.08	397.00	15,254.12
336	MAINT & REPAIR SERVICES-EQUIPM	49,169.00	26,680.00	25,392.03	986.64	7,903.31	26,597.62
337	MAINT. & REPAIR SERVICES-OFFIC	1,000.00	1,000.00	105.20	0.00	0.00	73.00
338	MAINT. & REPAIR SERVICES-VEHIC	57,782.00	7,953.59	36,435.83	13,507.30	20,432.16	15,145.98
339	MATCHING SHARE-JUDICIAL TASK F	24,000.00	0.00	23,750.00	0.00	250.00	23,750.00
349	PRINTING, STATIONERY & FORMS	15,000.00	553.92	5,336.08	691.00	10,739.00	10,463.70
354	TRANS-OTHER THAN STUDENTS	3,500.00	850.00	2,876.78	0.00	623.22	0.00
355	TRAVEL	61,089.00	23,430.21	31,597.60	3,113.40	17,902.04	24,667.36
356	TUITION	78,473.00	3,542.00	20,147.93	5,724.31	55,703.07	12,729.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54110: SHERIFFS DEPARTMENT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OTHER CONTRACTED SERVICES	9,100.00	4,975.47	4,994.93	368.18	104.35	4,120.40
OJ TOT	*****CONTRACTED SERVICES	437,049.00	132,129.87	208,398.39	40,759.58	133,827.26	169,407.71
406	AMMUNITION	33,300.00	37,051.60	2,149.16	0.00	198.04	2,970.36
411	DATA PROCESSING SUP	17,250.00	3,209.12	12,317.25	1,239.66	5,579.56	9,188.54
414	DUPLICATING SUPPLIES	2,000.00	133.13	1,266.87	533.46	1,000.00	2,366.43
415	ELECTRICITY	2,376.00	0.00	2,199.22	469.98	176.78	1,524.89
418	EQUIPMENT & MACHINERY PARTS	3,800.00	375.48	865.82	0.00	2,600.00	582.46
424	GARAGE SUPPLIES	1,000.00	261.08	338.92	0.00	1,000.00	445.00
425	GASOLINE	388,000.00	126,988.47	260,492.50	19,063.18	1,465.21	239,274.85
431	LAW ENFORCEMENT SUPPLIES	19,000.00	8,799.58	13,836.42	2,221.80	668.96	13,102.04
433	LUBRICANTS	4,500.00	1,555.30	4,040.85	1,420.94	0.00	2,682.60
435	OFFICE SUPPLIES	11,400.00	1,900.00	8,788.23	775.29	711.77	17,026.21
446	SMALL TOOLS	1,000.00	23.12	976.88	0.00	1,000.00	0.00
450	TIRES & TUBES	27,000.00	4,114.84	13,427.95	3,669.80	19,000.00	12,959.48
451	UNIFORMS	104,250.00	40,200.89	58,286.66	8,756.14	38,820.72	47,501.84
453	VEHICLE PARTS	40,000.00	10,356.25	29,664.40	5,089.85	1,592.41	22,118.94
457	IN-SERVICE/STAFF DEVELOPMENT	17,828.00	7,200.00	0.00	0.00	17,828.00	0.00
499	OTHER SUPPLIES & MATERIALS	32,300.00	2,320.27	14,316.86	526.03	21,908.22	12,020.75
OJ TOT	*****SUPPLIES & MATERIAL	705,004.00	244,489.13	422,967.99	43,766.13	113,549.67	383,764.39
513	WORKERS COMPENSATION INSURANCE	151,042.00	0.00	151,042.00	146,822.00	0.00	118,309.00
515	LIABILITY CLAIMS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
599	OTHER CHARGES	7,675.00	2,974.08	3,496.64	353.29	3,093.13	0.00
OJ TOT	*****OTHER CHARGES***	168,717.00	2,974.08	164,538.64	147,175.29	3,093.13	118,309.00
708	COMMUNICATION EQUIPMENT	109,260.00	0.00	12,665.10	0.00	103,045.00	115,051.00
709	DATA PROCESSING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	610.00
716	LAW ENFORCEMENT EQUIPMENT	20,000.00	6,977.00	14,347.10	2,280.00	1,824.90	3,911.66
718	MOTOR VEHICLES	0.00	0.00	0.00	0.00	0.00	162,264.32
OJ TOT	*****CAPITAL OUTLAY**	129,260.00	6,977.00	27,012.20	2,280.00	104,869.90	281,836.98
CC TOT	SHERIFFS DEPARTMENT	9,697,312.00	386,570.08	5,475,064.64	875,401.43	3,960,474.54	5,277,711.75







REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54160: ADMIN OF SEXUAL OFFENDER REGISTRY

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
599 OTHER CHARGES	5,000.00	4,000.00	1,000.00	0.00	0.00	0.00
OJ TOT *****OTHER CHARGES***	5,000.00	4,000.00	1,000.00	0.00	0.00	0.00
CC TOT ADMIN OF SEXUAL OFFENDER REGIS	5,000.00	4,000.00	1,000.00	0.00	0.00	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54210: JAIL

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANT - PURCHASING/PROPERT	46,932.00	0.00	27,383.86	3,911.98	19,548.14	25,740.01
105	SUPERVISOR	49,278.00	0.00	28,741.44	4,105.92	20,536.56	27,376.44
109	CAPTAIN	59,914.00	0.00	34,950.02	4,992.86	24,963.98	33,285.84
110	LIEUTENANTS	143,587.00	0.00	59,803.38	9,002.76	83,783.62	69,142.03
115	SERGEANTS	128,000.00	0.00	48,584.64	8,490.30	79,415.36	48,594.00
120	COMPUTER PROGRAMMERS	215,815.00	0.00	80,005.13	12,205.68	135,809.87	109,616.60
131	MEDICAL PERSONNEL	190,370.00	0.00	96,386.72	12,215.14	93,983.28	96,530.75
160	GUARDS	134,938.00	0.00	76,420.59	11,018.28	58,517.41	58,192.68
162	CLERICAL PERSONNEL	180,874.00	0.00	104,788.32	14,969.76	76,085.68	96,683.04
164	ATTENDANTS	2,470,936.00	0.00	1,358,342.54	203,770.62	1,112,593.46	1,292,295.20
165	CAFETERIA PERSONNEL	75,891.00	0.00	43,210.44	6,172.92	32,680.56	39,297.95
169	PART-TIME PERSONNEL	170,019.00	0.00	93,440.72	8,995.22	76,578.28	98,126.60
186	LONGEVITY PAY	34,900.00	0.00	30,477.47	0.00	4,422.53	34,895.15
187	OVERTIME PAY	154,353.00	0.00	47,921.73	7,620.29	106,431.27	49,726.42
196	IN-SERVICE TRAINING	38,318.00	0.00	0.00	0.00	38,318.00	0.00
OJ TOT	*****PERSONAL SERVICES*	4,094,125.00	0.00	2,130,457.00	307,471.73	1,963,668.00	2,079,502.71
201	SOCIAL SECURITY	253,836.00	0.00	129,538.32	18,560.84	124,297.68	125,827.72
204	STATE RETIREMENT	402,614.00	0.00	196,409.15	27,751.75	206,204.85	181,104.41
205	EMPLOYEE INSURANCE	252,960.00	0.00	160,489.38	23,333.84	92,470.62	143,375.54
206	EMPLOYEE INSURANCE-LIFE	19,788.00	0.00	8,322.54	1,334.52	11,465.46	7,003.91
207	EMPLOYEE INSURANCE-HEALTH	462,336.00	0.00	235,997.53	34,487.37	226,338.47	235,410.95
208	EMPLOYEE INSURANCE-DENTAL	30,912.00	0.00	15,395.30	2,305.84	15,516.70	14,318.37
210	UNEMPLOYMENT COMPENSATION	7,112.00	0.00	3,105.57	2,459.91	4,006.43	3,560.05
212	EMPLOYER MEDICARE LIABILITY	59,365.00	0.00	30,294.90	4,340.87	29,070.10	29,427.86
OJ TOT	*****EMPLOYEE BENEFITS*	1,488,923.00	0.00	779,552.69	114,574.94	709,370.31	740,028.81
312	CONTRACTS W/PRIVATE AGCY	10,800.00	8,000.00	8,350.03	800.00	79.34	661.87
320	DUES & MEMBERSHIPS	1,000.00	545.00	805.00	50.00	90.00	300.00
322	EVALUATION & TESTING	3,000.00	2,739.00	4,537.50	494.00	802.50	3,000.00
335	MAINT & REPAIR SERVICES-BUILDING	1,000.00	650.00	315.13	0.00	34.87	0.00
336	MAINT & REPAIR SERV-EQUIPMENT	2,000.00	595.88	1,304.12	0.00	100.00	1,401.22
340	MEDICAL & DENTAL SERVICES	500,000.00	39,142.64	78,967.31	32,569.14	386,053.31	461,662.21
349	PRINTING-STATIONERY & FORMS	5,000.00	452.50	4,605.50	0.00	2,825.00	2,070.00
355	TRAVEL	39,700.00	8,963.92	22,509.98	3,894.29	18,446.18	11,281.59
356	TUITION	15,400.00	0.00	270.00	0.00	15,130.00	1,355.00
399	OTHER CONTRACTED SERVICES	5,840.00	2,479.80	2,779.98	0.00	907.20	4,089.77
OJ TOT	*****CONTRACTED SERVICES	583,740.00	63,568.74	124,444.55	37,807.43	424,468.40	485,821.66
410	CUSTODIAL SUPPLIES	67,920.00	19,424.70	28,403.30	5,386.13	22,958.73	26,601.69
411	DATA PROCESSING SUPPLIES	11,200.00	2,880.09	1,305.36	258.16	8,400.00	4,091.67
421	FOOD PREPARATION SUPPLIES	28,806.00	1,354.29	11,656.79	1,810.96	15,927.39	7,979.23
422	FOOD SUPPLIES	319,265.00	23,919.49	232,217.19	39,069.67	89,540.43	201,826.15
441	PRISONERS CLOTHING	9,800.00	220.60	5,719.16	0.00	7,300.00	9,908.98
451	UNIFORMS	26,500.00	6,633.76	11,453.99	4,614.48	15,749.75	11,457.70
499	OTHER SUPPLIES & MATERIALS	89,000.00	14,382.39	63,360.40	5,103.80	23,109.97	55,599.11
OJ TOT	*****SUPPLIES & MATERIAL	552,491.00	68,815.32	354,116.19	56,243.20	182,986.27	317,464.53

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54210: JAIL

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
513 WORKERS COMPENSATION INSURANCE	101,946.00	0.00	101,946.00	101,946.00	0.00	77,750.00
599 OTHER CHARGES	179,910.00	615.00	208,457.05	25,885.45	28,757.05-	230,508.49
OJ TOT *****OTHER CHARGES***	281,856.00	615.00	310,403.05	127,831.45	28,757.05-	308,258.49
CC TOT JAIL	7,001,135.00	132,999.06	3,698,973.48	643,928.75	3,251,735.93	3,931,076.20

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54220: WORKHOUSE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	OFFICIAL	8,277.00	0.00	5,704.72	814.96	2,572.28	4,624.07
OJ TOT	*****PERSONAL SERVICES*	8,277.00	0.00	5,704.72	814.96	2,572.28	4,624.07
201	SOCIAL SECURITY	514.00	0.00	346.64	49.52	167.36	280.72
204	RETIREMENT	850.00	0.00	585.20	83.60	264.80	472.11
206		0.00	0.00	8.00	1.60	8.00-	9.52
207		350.00	0.00	206.38	34.40	143.62	204.61
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	11.50	2.30	11.50-	12.40
212	EMPLOYER MEDICARE	120.00	0.00	81.06	11.58	38.94	65.67
OJ TOT	*****EMPLOYEE BENEFITS*	1,834.00	0.00	1,238.78	183.00	595.22	1,045.03
513	WORKERS' COMPENSATION	207.00	0.00	207.00	207.00	0.00	197.00
OJ TOT	*****OTHER CHARGES***	207.00	0.00	207.00	207.00	0.00	197.00
CC TOT	WORKHOUSE	10,318.00	0.00	7,150.50	1,204.96	3,167.50	5,866.10

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54240: JUVENILE SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
109	CAPTAIN	62,910.00	0.00	31,455.12	0.00	31,454.88	34,950.16
110	LIEUTENANT	57,062.00	0.00	33,285.84	4,755.12	23,776.16	31,700.76
115	SERGEANTS	100,384.00	0.00	58,563.96	8,366.28	41,820.04	55,768.44
131	MEDICAL PERSONNEL	23,057.00	0.00	13,130.85	1,637.34	9,926.15	12,653.52
160	TRANSPORT GUARDS	86,447.00	0.00	48,026.16	6,860.88	38,420.84	24,792.97
164	ATTENDANTS	527,075.00	0.00	295,051.81	40,978.19	232,023.19	290,072.72
169	PART TIME PERSONNEL	12,539.00	0.00	3,461.86	478.60	9,077.14	6,809.70
187	OVERTIME PAY	11,410.00	0.00	8,539.25	642.00	2,870.75	7,546.57
189	SALARY SUPPLEMENTS	34,232.00	0.00	20,735.40	2,962.20	13,496.60	18,835.25
OJ TOT	*****PERSONAL SERVICES*	915,116.00	0.00	512,250.25	66,680.61	402,865.75	483,130.09
201	SOCIAL SECURITY	56,738.00	0.00	30,661.34	3,988.74	26,076.66	29,091.81
204	STATE RETIREMENT	92,605.00	0.00	50,040.22	6,542.29	42,564.78	42,928.88
205	EMPLOYEE INSURANCE	63,240.00	0.00	55,273.31	7,191.98	7,966.69	40,281.24
206	EMPLOYEE INSURANCE-LIFE	4,452.00	0.00	2,077.72	309.53	2,374.28	1,709.21
207	EMPLOYEE INSURANCE-HEALTH	107,328.00	0.00	62,588.19	8,443.70	44,739.81	61,165.70
208	EMPLOYEE INSURANCE-DENTAL	7,176.00	0.00	4,077.77	564.55	3,098.23	3,720.32
210	UNEMPLOYMENT COMPENSATION	1,624.00	0.00	587.44	536.02	1,036.56	744.95
212	EMPLOYER MEDICARE LIABILITY	13,270.00	0.00	7,170.94	932.86	6,099.06	6,803.68
OJ TOT	*****EMPLOYEE BENEFITS*	346,433.00	0.00	212,476.93	28,509.67	133,956.07	186,445.79
334	MAINTENANCE AGREEMENTS	3,000.00	0.00	0.00	0.00	3,000.00	0.00
335	MAINT & REPAIR SERVICES-BUILDING	1,000.00	0.00	0.00	0.00	1,000.00	670.52
337	MAINT & REPAIR SERVICES-OFFICE	1,000.00	0.00	0.00	0.00	1,000.00	0.00
340	MEDICAL & DENTAL SERVICE	5,000.00	225.30	1,975.72	94.80	2,923.48	1,879.93
349	PRINTING, STATIONERY & FORMS	2,000.00	0.00	0.00	0.00	2,000.00	175.00
355	TRAVEL	10,000.00	509.00	82.00	52.00	9,468.00	2,986.51
356	TUITION	5,000.00	3,600.00	800.00	400.00	600.00	1,200.00
399	OTHER CONTRACTED SERVICES	5,000.00	1,623.00	0.00	0.00	3,500.00	693.13
OJ TOT	*****CONTRACTED SERVICES	32,000.00	5,957.30	2,857.72	546.80	23,491.48	7,605.09
414	DUPLICATING SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
429	EDUCATIONAL SUPPLIES	3,000.00	841.79	0.00	0.00	3,000.00	750.05
435	OFFICE SUPPLIES	3,000.00	313.77	806.70	30.63	3,000.00	2,445.62
437	PERIODICALS	300.00	0.00	0.00	0.00	300.00	0.00
441	CLOTHING-RESIDENTS	5,000.00	7,918.32	170.47	0.00	2,000.00	264.09
451	UNIFORMS	8,000.00	0.00	0.00	0.00	8,000.00	0.00
499	OTHER SUPPLIES & MATERIALS	14,000.00	3,690.61	5,468.14	765.42	9,200.00	5,797.91
OJ TOT	*****SUPPLIES & MATERIAL	33,800.00	12,764.49	6,445.31	796.05	26,000.00	9,257.67
513	WORKERS COMPENSATION INSURANCE	22,789.00	0.00	22,789.00	22,789.00	0.00	20,162.00
OJ TOT	*****OTHER CHARGES***	22,789.00	0.00	22,789.00	22,789.00	0.00	20,162.00
CC TOT	JUVENILE SERVICES	1,350,138.00	18,721.79	756,819.21	119,322.13	586,313.30	706,600.64

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54310: FIRE PREVENTION & CONTROL

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
312 CONTRACTS WITH PRIVATE AGENCIE	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
OJ TOT *****CONTRACTED SERVICES	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
CC TOT FIRE PREVENTION & CONTROL	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54410: CIVIL DEFENSE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	57,330.00	0.00	33,552.75	4,777.50	23,777.25	31,308.35
162	CLERICAL PERSONNEL	42,774.00	0.00	24,951.22	3,564.46	17,822.78	23,763.04
199	OTHER PER DIEM & FEES	4,300.00	0.00	0.00	0.00	4,300.00	0.00
OJ TOT	*****PERSONAL SERVICES*	104,404.00	0.00	58,503.97	8,341.96	45,900.03	55,071.39
201	SOCIAL SECURITY	6,473.00	0.00	3,586.32	508.42	2,886.68	3,362.90
204	STATE RETIREMENT	10,712.00	0.00	6,043.49	861.44	4,668.51	5,622.82
205	EMPLOYEE INSURANCE	6,324.00	0.00	3,688.10	527.00	2,635.90	3,686.90
206	EMPLOYEE INSURANCE-LIFE	492.00	0.00	195.76	34.06	296.24	203.84
207	EMPLOYEE INSURANCE-HEALTH	8,256.00	0.00	4,815.70	688.00	3,440.30	4,815.30
208	EMPLOYEE INSURANCE-DENTAL	552.00	0.00	313.68	46.00	238.32	292.88
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	28.52	28.52	83.48	27.16
212	EMPLOYER MEDICARE LIABILITY	1,514.00	0.00	838.69	118.90	675.31	786.42
OJ TOT	*****EMPLOYEE BENEFITS*	34,435.00	0.00	19,510.26	2,812.34	14,924.74	18,798.22
320	DUES & MEMBERSHIPS	300.00	0.00	300.00	96.00	0.00	0.00
330	LEASE PAYMENTS	900.00	550.00	770.00	220.00	900.00	640.26
338	MAINT & REPAIR SERV-VEHICLE	982.03	0.00	0.00	0.00	982.03	0.00
348	POSTAL CHARGES	250.00	0.00	0.00	0.00	250.00	0.00
349	PRINTING-STATIONERY & FORMS	450.00	135.21	0.00	0.00	450.00	243.71
355	TRAVEL	600.00	108.50	484.00	0.00	7.50	0.00
356	TUITION	215.00	0.00	0.00	0.00	215.00	70.00
399	OTHER CONTRACTED SERVICES	43,921.00	15,507.96	2,324.34	0.00	42,488.70	592.18
OJ TOT	*****CONTRACTED SERVICES	47,618.03	16,301.67	3,878.34	316.00	45,293.23	1,546.15
411	DATA PROCESSING SUP	270.00	0.00	20.00	0.00	250.00	0.00
414	DUPLICATING SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
425	GASOLINE	1,717.97	779.93	938.04	72.54	0.00	796.00
435	OFFICE SUPPLIES	500.00	233.93	41.50	0.00	458.50	69.87
451	UNIFORMS	300.00	132.00	0.00	0.00	300.00	168.00
457	IN-SERVICE/STAFF DEVELOPMENT	90.00	0.00	0.00	0.00	90.00	0.00
499	OTHER SUPPLIES & MATERIALS	130.00	59.98	6.47	6.47	63.55	0.00
OJ TOT	*****SUPPLIES & MATERIAL	3,507.97	1,205.84	1,006.01	79.01	1,662.05	1,033.87
513	WORKMANS COMPENSATION INS	157.00	0.00	157.00	157.00	0.00	150.00
599	OTHER CHARGES	0.00	3.95	53.83	0.00	0.00	258.59
OJ TOT	*****OTHER CHARGES***	157.00	3.95	210.83	157.00	0.00	408.59
716	LAW ENFORCEMENT EQUIPMENT	93,656.21	16,128.20	12,235.33	11,013.00	65,292.68	0.00
719	OFFICE EQUIPMENT	135.00	0.00	0.00	0.00	135.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	93,791.21	16,128.20	12,235.33	11,013.00	65,427.68	0.00
CC TOT	CIVIL DEFENSE	283,913.21	33,639.66	95,344.74	22,719.31	173,207.73	76,858.22

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54437: HAZARD MITIGATION GRANT 04-10712

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399 OTHER CONTRACTED SERVICES	0.00	0.00	17,913.00-	0.00	17,913.00	0.00
OJ TOT *****CONTRACTED SERVICES	0.00	0.00	17,913.00-	0.00	17,913.00	0.00
CC TOT HAZARD MITIGATION GRANT 04-107	0.00	0.00	17,913.00-	0.00	17,913.00	0.00







REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54443: HOMELAND SECURITY PASS THROUGH GRANT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
716 LAW ENFORCEMENT EQUIPMENT	0.00	529.09	1,154.12	998.23-	947.45	29,305.00
OJ TOT *****CAPITAL OUTLAY**	0.00	529.09	1,154.12	998.23-	947.45	29,305.00
CC TOT HOMELAND SECURITY PASS THROUGH	0.00	529.09	1,154.12	998.23-	947.45	29,305.00



REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54445: HOMELAND SECURITY GRANT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
716 LAW ENFORCEMENT EQUIPMENT	0.00	0.00	5,420.98	0.00	0.00	0.00
OJ TOT *****CAPITAL OUTLAY**	0.00	0.00	5,420.98	0.00	0.00	0.00
CC TOT HOMELAND SECURITY GRANT	0.00	0.00	5,420.98	0.00	0.00	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54490: OTHER EMERGENCY MANAGEMENT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
309 CONTRACTS WITH GOVT AGENCIES	302,135.00	0.00	226,600.00	75,533.00	75,535.00	215,811.00
OJ TOT *****CONTRACTED SERVICES	302,135.00	0.00	226,600.00	75,533.00	75,535.00	215,811.00
CC TOT OTHER EMERGENCY MANAGEMENT	302,135.00	0.00	226,600.00	75,533.00	75,535.00	215,811.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54610: COUNTY CORONER/MEDICAL EXAMINER

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
199 OTHER PER DIEM & FEES	65,000.00	0.00	30,325.00	2,950.00	34,750.00	33,100.00
OJ TOT *****PERSONAL SERVICES*	65,000.00	0.00	30,325.00	2,950.00	34,750.00	33,100.00
CC TOT COUNTY CORONER/MEDICAL EXAMINE	65,000.00	0.00	30,325.00	2,950.00	34,750.00	33,100.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55110: LOCAL HEALTH CENTER

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
123	COUNSELOR	21,752.00	0.00	13,010.77	1,858.69	8,741.23	12,391.12
131	MEDICAL PERSONNEL	597,887.00	0.00	285,052.87	41,427.48	312,834.13	0.00
162	CLERICAL PERSONNEL	98,009.00	0.00	51,428.36	7,341.58	46,580.64	43,737.52
166	CUSTODIAN	44,320.00	0.00	18,103.05	2,589.30	26,216.95	19,684.54
169	PART TIME PERSONNEL	31,500.00	0.00	23,744.95	3,188.24	7,755.05	10,334.71
187	OVERTIME PAY	2,643.00	0.00	0.00	0.00	2,643.00	0.00
OJ TOT	*****PERSONAL SERVICES*	796,111.00	0.00	391,340.00	56,405.29	404,771.00	86,147.89
201	SOCIAL SECURITY	49,395.00	0.00	23,229.72	3,345.04	26,165.28	5,165.44
204	STATE RETIREMENT	78,508.00	0.00	32,948.83	4,598.27	45,559.17	6,165.42
205	EMPLOYEE INSURANCE	61,472.00	0.00	30,558.65	5,006.50	30,913.35	8,647.80
206	EMPLOYEE INSURANCE-LIFE	4,076.00	0.00	1,474.00	231.46	2,602.00	266.24
207	EMPLOYEE INSURANCE-HEALTH	119,712.00	0.00	50,908.80	7,224.00	68,803.20	13,070.10
208	EMPLOYEE INSURANCE-DENTAL	8,004.00	0.00	3,316.64	483.00	4,687.36	794.96
210	UNEMPLOYMENT COMPENSATION	1,935.00	0.00	705.38	442.87	1,229.62	213.24
212	FICA-MEDICARE	11,553.00	0.00	5,522.07	793.32	6,030.93	1,207.98
OJ TOT	*****EMPLOYEE BENEFITS*	334,655.00	0.00	148,664.09	22,124.46	185,990.91	35,531.18
307	COMMUNICATION	16,262.00	0.00	14,172.21	2,122.37	2,089.79	11,282.46
309	CONTRACTS W/GOVT AGENCIES	96,810.00	776.30	2,597.96	0.00	96,810.00	64,068.58
329	LAUNDRY SERVICE	491.00	0.00	0.00	0.00	491.00	0.00
330	LEASE PAYMENTS	4,190.00	851.07	3,148.93	893.91	190.00	3,139.67
335	MAINTENANCE & REPAIR - BLDG	3,532.00	1,764.00	1,356.00	0.00	412.00	610.10
336	MAINTENANCE & REPAIR - EQUIPME	1,865.00	214.38	157.84	0.00	1,851.00	370.00
340	MEDICAL AND DENTAL SERVICES	2,232.00	0.00	0.00	0.00	2,232.00	0.00
347	PEST CONTROL	652.00	183.00	217.00	31.00	252.00	216.00
348	POSTAL CHARGES	4,410.00	8.30	3,642.06	459.76	816.31	3,579.59
349	PRINTING STATIONERY & FORMS	1,722.00	114.75	385.25	0.00	1,222.00	528.65
355	TRAVEL	12,374.00	2,114.38	2,876.90	633.42	7,382.72	1,678.20
359	DISPOSAL FEES	1,310.00	0.00	0.00	0.00	1,310.00	0.00
399	OTHER CONTRACTED SERVICES	6,677.00	3,116.93	3,114.15	364.55	979.00	4,349.97
OJ TOT	*****CONTRACTED SERVICES	152,527.00	9,143.11	31,668.30	4,505.01	116,037.82	89,823.22
410	CUSTODIAL SUPPLIES	7,875.00	0.00	3,250.08	408.41	4,624.92	3,695.40
413	DRUGS AND MEDICAL SUPPLIES	1,475.00	74.05	0.00	0.00	1,475.00	438.36
414	DUPLICATING SUPPLIES	1,013.00	0.00	0.00	0.00	1,013.00	0.00
415	ELECTRICITY	32,400.00	0.00	23,395.57	4,510.27	9,004.43	18,868.36
435	OFFICE SUPPLIES	4,493.00	1,560.73	2,989.03	310.42	229.54	4,379.82
437	PERIODICALS	922.00	135.16	0.00	0.00	922.00	474.02
499	OTHER SUPPLIES & MATERIALS	2,583.00	5,976.64-	6,378.48	0.00	2,233.90	2,274.20
OJ TOT	*****SUPPLIES & MATERIAL	50,761.00	4,206.70-	36,013.16	5,229.10	19,502.79	30,130.16
513	WORKERS' COMPENSATION INS	1,252.00	0.00	1,252.00	1,252.00	0.00	230.00
599	OTHER CHARGES	5,740.00	1,925.00	1,900.00	0.00	1,915.00	2,318.52
OJ TOT	*****OTHER CHARGES***	6,992.00	1,925.00	3,152.00	1,252.00	1,915.00	2,548.52
708	COMMUNICATION EQUIPMENT	239.00	0.00	0.00	0.00	239.00	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55110: LOCAL HEALTH CENTER

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
711 FURNITURE & FIXTURES	639.00	0.00	0.00	0.00	639.00	0.00
719 OFFICE EQUIPMENT	369.00	0.00	0.00	0.00	369.00	0.00
OJ TOT *****CAPITAL OUTLAY**	1,247.00	0.00	0.00	0.00	1,247.00	0.00
CC TOT LOCAL HEALTH CENTER	1,342,293.00	6,861.41	610,837.55	89,515.86	729,464.52	244,180.97

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55111: MEDICAL PERSONNEL

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
131	MEDICAL PERSONNEL	0.00	0.00	2,742.99	551.10	2,742.99-	267,075.22
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	2,742.99	551.10	2,742.99-	267,075.22
201	SOCIAL SECURITY	0.00	0.00	170.05	34.17	170.05-	16,104.49
204	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.00	21,046.77
205	EMPLOYEE INSURANCE	0.00	0.00	0.00	0.00	0.00	22,648.10
206	EMPLOYEE INSURANCE-LIFE	0.00	0.00	0.00	0.00	0.00	878.40
207	EMPLOYEE INSURANCE-HEALTH	0.00	0.00	0.00	0.00	0.00	34,738.95
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	0.00	0.00	0.00	2,112.92
210	UNEMPLOYMENT COMPENSATION	0.00	0.00	21.93	4.40	21.93-	630.84
212	FICA-MEDICARE	0.00	0.00	39.76	7.99	39.76-	3,766.50
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	231.74	46.56	231.74-	101,926.97
355	TRAVEL	0.00	1,583.86	503.76	58.85	0.00	2,488.25
OJ TOT	*****CONTRACTED SERVICES	0.00	1,583.86	503.76	58.85	0.00	2,488.25
513	WORKERS' COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	884.00
599	OTHER CHARGES	0.00	0.00	40.00-	0.00	138.00	1,044.00
OJ TOT	*****OTHER CHARGES***	0.00	0.00	40.00-	0.00	138.00	1,928.00
CC TOT	MEDICAL PERSONNEL	0.00	1,583.86	3,438.49	656.51	2,836.73-	373,418.44

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55113: HEALTH DEPARTMENT GRANT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
599 OTHER CHARGES	0.00	568.24	0.00	0.00	0.00	0.00
OJ TOT *****OTHER CHARGES***	0.00	568.24	0.00	0.00	0.00	0.00
CC TOT HEALTH DEPARTMENT GRANT	0.00	568.24	0.00	0.00	0.00	0.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55120: RABIES/ANIMAL CONTROL

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
169	PART TIME PERSONNEL	18,690.00	0.00	0.00	0.00	18,690.00	0.00
189	OTHER SALARIES & WAGES	26,874.00	0.00	27,250.50	4,651.00	376.50-	17,535.68
OJ TOT	*****PERSONAL SERVICES*	45,564.00	0.00	27,250.50	4,651.00	18,313.50	17,535.68
201	SOCIAL SECURITY	2,825.00	0.00	1,689.56	288.36	1,135.44	1,085.36
204	STATE RETIREMENT	4,675.00	0.00	1,597.79	257.63	3,077.21	534.76
205	EMPLOYEE INSURANCE	9,486.00	0.00	0.00	0.00	9,486.00	0.00
206	EMPLOYEE INSURANCE-LIFE	240.00	0.00	94.32	18.06	145.68	52.80
207	EMPLOYEE INSURANCE-HEALTH	6,192.00	0.00	3,783.85	688.00	2,408.15	2,407.65
208	EMPLOYEE INSURANCE-DENTAL	414.00	0.00	248.84	46.00	165.16	146.44
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	37.21	37.21	74.79	71.17
212	SOCIAL SECURITY-MEDICARE	661.00	0.00	395.14	67.44	265.86	253.85
OJ TOT	*****EMPLOYEE BENEFITS*	24,605.00	0.00	7,846.71	1,402.70	16,758.29	4,552.03
338	MAINT & REPAIR SERV-VEHICLE	3,500.00	0.00	0.00	0.00	3,500.00	0.00
OJ TOT	*****CONTRACTED SERVICES	3,500.00	0.00	0.00	0.00	3,500.00	0.00
425	GASOLINE	6,000.00	443.63	1,251.81	23.93	4,304.56	10.00
450	TIRES & TUBES	1,000.00	0.00	404.20	0.00	595.80	0.00
451	UNIFORMS	1,000.00	0.00	0.00	0.00	1,000.00	249.47
452	VEHICLE PARTS	2,500.00	52.67	204.09	119.20	2,380.80	0.00
499	OTHER SUPPLIES & MATERIALS	1,000.00	25.00	380.75	0.00	844.25	956.90
OJ TOT	*****SUPPLIES & MATERIAL	11,500.00	521.30	2,240.85	143.13	9,125.41	1,216.37
513	WORKERS COMPENSATION	69.00	0.00	69.00	69.00	0.00	39.00
599	OTHER CHARGES	52,111.00	20,930.89	29,600.91	4,173.00	2,579.20	24,252.70
OJ TOT	*****OTHER CHARGES***	52,180.00	20,930.89	29,669.91	4,242.00	2,579.20	24,291.70
718	MOTOR VEHICLES	0.00	0.00	0.00	0.00	0.00	6,171.00
790	OTHER EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	795.00
OJ TOT	*****CAPITAL OUTLAY**	1,000.00	0.00	0.00	0.00	1,000.00	6,966.00
CC TOT	RABIES/ANIMAL CONTROL	138,349.00	21,452.19	67,007.97	10,438.83	51,276.40	54,561.78

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55130: AMBULANCE/EMERGENCY MEDICAL SERVICES

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
303 AMBULANCE SERVICES	60,000.00	25,000.00	35,000.00	5,000.00	0.00	35,000.00
OJ TOT *****CONTRACTED SERVICES	60,000.00	25,000.00	35,000.00	5,000.00	0.00	35,000.00
CC TOT AMBULANCE/EMERGENCY MEDICAL SE	60,000.00	25,000.00	35,000.00	5,000.00	0.00	35,000.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55510: GENERAL WELFARE ASSISTANCE

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
316 CONTRIBUTIONS	163,029.00	0.00	163,029.00	5,000.00	0.00	182,529.00
341 PAUPER BURIALS	6,000.00	900.00	3,100.00	0.00	2,000.00	450.00
OJ TOT *****CONTRACTED SERVICES	169,029.00	900.00	166,129.00	5,000.00	2,000.00	182,979.00
CC TOT GENERAL WELFARE ASSISTANCE	169,029.00	900.00	166,129.00	5,000.00	2,000.00	182,979.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55590: OTHER LOCAL WELFARE SERVICE

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
312 CONTRACTS W/PRIVATE AGCY	131,557.00	0.00	36,011.72	31,082.16	95,545.28	19,107.00
OJ TOT *****CONTRACTED SERVICES	131,557.00	0.00	36,011.72	31,082.16	95,545.28	19,107.00
CC TOT OTHER LOCAL WELFARE SERVICE	131,557.00	0.00	36,011.72	31,082.16	95,545.28	19,107.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55710: SANITATION MANAGEMENT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
309	CONTRACTS W/GOVT AGENCIES	10,000.00	0.00	4,967.92	2,778.08	5,032.08	5,786.83
312	CONTRACTS W/PRIVATE AGCY	13,000.00	0.00	0.00	0.00	13,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	23,000.00	0.00	4,967.92	2,778.08	18,032.08	5,786.83
CC TOT	SANITATION MANAGEMENT	23,000.00	0.00	4,967.92	2,778.08	18,032.08	5,786.83

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55900: OTHER PUBLIC HEALTH & WELFARE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANTS	142,746.00	0.00	62,685.42	8,955.06	80,060.58	80,649.78
105	SUPERVISOR	63,100.00	0.00	36,807.68	5,258.24	26,292.32	35,054.88
161	SECRETARY	27,373.00	0.00	15,967.14	2,281.02	11,405.86	14,622.16
169	PART TIME PERSONNEL	1,249.00	0.00	396.06	0.00	852.94	0.00
199	PERSONAL VEHICLE ALLOWANCE	9,225.00	0.00	4,200.00	600.00	5,025.00	5,100.00
OJ TOT	*****PERSONAL SERVICES*	243,693.00	0.00	120,056.30	17,094.32	123,636.70	135,426.82
201	SOCIAL SECURITY	15,109.00	0.00	7,235.19	1,030.22	7,873.81	8,157.82
204	STATE RETIREMENT	24,875.00	0.00	12,317.81	1,753.88	12,557.19	12,893.61
205	EMPLOYEE INSURANCE	18,972.00	0.00	11,102.75	1,581.00	7,869.25	11,204.07
206	EMPLOYEE INSURANCE - LIFE	1,164.00	0.00	470.05	72.70	693.95	460.04
207	EMPLOYEE INSURANCE - HEALTH	24,768.00	0.00	10,025.59	1,720.00	14,742.41	11,881.55
208	EMPLOYEE INSURANCE - DENTAL	1,656.00	0.00	630.71	92.00	1,025.29	722.67
210	UNEMPLOYMENT COMPENSATION	336.00	0.00	136.74	136.74	199.26	130.58
212	EMPLOYER MEDICARE LIABILITY	3,534.00	0.00	1,692.11	240.94	1,841.89	1,907.84
OJ TOT	*****EMPLOYEE BENEFITS*	90,414.00	0.00	43,610.95	6,627.48	46,803.05	47,358.18
302	ADVERTISING	160.00	0.00	0.00	0.00	160.00	0.00
307	COMMUNICATION	5,836.00	0.00	3,399.57	486.53	2,436.43	1,767.28
320	DUES & MEMBERSHIPS	270.00	0.00	30.00	30.00	240.00	145.00
330	OPERATING LEASE PAYMENTS	2,068.00	700.00	952.00	272.00	436.00	784.74
337	MAINT & REPAIR SERV-OFC EQU	167.00	0.00	0.00	0.00	167.00	0.00
348	POSTAGE	909.00	500.00	386.98	44.10	522.02	565.90
349	PRINTING-STATIONERY & FORMS	1,440.00	0.00	0.00	0.00	1,440.00	0.00
355	TRAVEL	20,349.00	17,759.21	11,214.82	1,309.50	7,149.00	11,844.10
356	TUITION	360.00	0.00	360.00	0.00	0.00	0.00
399	OTHER CONTRACTED SERVICES	720.00	0.00	104.95	0.00	720.00	590.89
OJ TOT	*****CONTRACTED SERVICES	32,279.00	18,959.21	16,448.32	2,142.13	13,270.45	15,697.91
410	CUSTODIAL SUPPLIES	1,200.00	312.48	433.96	0.00	616.11	273.64
414	DUPLICATING SUPPLIES	18.00	0.00	0.00	0.00	18.00	0.00
435	OFFICE SUPPLIES	1,890.00	1,594.22	1,582.10	161.78	364.49	1,617.58
451	UNIFORMS	450.00	0.00	50.00	0.00	400.00	0.00
499	OTHER SUPPLIES & MATERIALS	180.00	39.14	66.91	0.00	113.09	0.00
OJ TOT	*****SUPPLIES & MATERIAL	3,738.00	1,945.84	2,132.97	161.78	1,511.69	1,891.22
513	WORKERS' COMPENSATION INSURANC	366.00	0.00	366.00	366.00	0.00	333.00
599	OTHER CHARGES	410.00	23.76	148.99	0.00	261.01	363.36
OJ TOT	*****OTHER CHARGES***	776.00	23.76	514.99	366.00	261.01	696.36
709	DATA PROCESSING EQUIPMENT	900.00	0.00	0.00	0.00	900.00	0.00
711	FURNITURE & FIXTURES	900.00	0.00	0.00	0.00	900.00	0.00
719	OFFICE EQUIPMENT	50.00	0.00	49.95	0.00	0.05	0.00
735	FIELD EQUIPMENT	1,500.00	846.07	0.00	0.00	1,500.00	653.93
OJ TOT	*****CAPITAL OUTLAY**	3,350.00	846.07	49.95	0.00	3,300.05	653.93
CC TOT	OTHER PUBLIC HEALTH & WELFARE	374,250.00	21,774.88	182,813.48	26,391.71	188,782.95	201,724.42

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55900: OTHER PUBLIC HEALTH & WELFARE

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
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REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 56700: PARKS & FAIR BOARDS

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
309 CONTRACTS W/GOVT AGENCIES	670,053.00	0.00	502,539.75	167,513.25	167,513.25	476,340.75
OJ TOT *****CONTRACTED SERVICES	670,053.00	0.00	502,539.75	167,513.25	167,513.25	476,340.75
CC TOT PARKS & FAIR BOARDS	670,053.00	0.00	502,539.75	167,513.25	167,513.25	476,340.75

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 57100: AGRICULTURAL EXTENSION SERVICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
307	COMMUNICATION	5,500.00	0.00	3,001.70	377.09	2,498.30	2,478.92
309	CONTRACTS W/GOVT AGENCIES	170,240.00	0.00	80,341.62	40,170.24	89,898.38	71,082.60
330	LEASE PAYMENTS	1,500.00	646.74	853.26	118.00	0.00	988.27
337	MAINT & REPAIR SERV-OFC EQU	250.00	0.00	0.00	0.00	250.00	0.00
355	TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	178,490.00	646.74	84,196.58	40,665.33	93,646.68	74,549.79
452	UTILITIES	250.00	0.00	0.00	0.00	250.00	130.73
OJ TOT	*****SUPPLIES & MATERIAL	250.00	0.00	0.00	0.00	250.00	130.73
719	OFFICE EQUIPMENT	1,500.00	0.00	0.00	0.00	1,500.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	1,500.00	0.00	0.00	0.00	1,500.00	0.00
CC TOT	AGRICULTURAL EXTENSION SERVICE	180,240.00	646.74	84,196.58	40,665.33	95,396.68	74,680.52

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 57500: SOIL CONSERVATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANT	46,705.28	0.00	22,885.80	3,269.40	23,819.48	21,900.34
133	PARAPROFESSIONAL	39,422.00	0.00	27,243.86	3,891.98	12,178.14	21,900.34
OJ TOT	*****PERSONAL SERVICES*	86,127.28	0.00	50,129.66	7,161.38	35,997.62	43,800.68
201	SOCIAL SECURITY	5,341.00	0.00	3,104.81	443.54	2,236.19	2,712.50
204	STATE RETIREMENT	8,838.00	0.00	5,143.30	734.76	3,694.70	4,472.16
206	EMPLOYEE INSURANCE-LIFE	445.00	0.00	219.36	36.12	225.64	170.24
207	EMPLOYEE INSURANCE-HEALTH	8,256.00	0.00	4,815.70	688.00	3,440.30	4,815.30
208	EMPLOYEE INSURANCE-DENTAL	552.00	0.00	313.68	46.00	238.32	292.88
210	UNEMPLOYMENT COMPENSATION	112.00	0.00	57.30	57.30	54.70	50.04
212	EMPLOYER MEDICARE LIABILITY	1,250.00	0.00	726.04	103.72	523.96	634.34
OJ TOT	*****EMPLOYEE BENEFITS*	24,794.00	0.00	14,380.19	2,109.44	10,413.81	13,147.46
307	COMMUNICATION	1,800.00	0.00	958.63	0.00	841.37	989.53
320	DUES & MEMBERSHIPS	900.00	0.00	410.00	0.00	490.00	410.00
334	MAINTENANCE AGREEMENTS	740.00	0.00	300.00	50.00	440.00	226.70
348	POSTAL	800.00	0.00	0.00	0.00	800.00	0.00
349	PRINTING & STATIONARY	360.00	0.00	0.00	0.00	360.00	0.00
355	TRAVEL	1,000.00	0.00	51.68	0.00	948.32	404.28
OJ TOT	*****CONTRACTED SERVICES	5,600.00	0.00	1,720.31	50.00	3,879.69	2,030.51
429	INSTRUCTIONAL	300.00	0.00	0.00	0.00	300.00	0.00
435	OFFICE SUPPLIES	432.00	97.53	267.07	0.00	91.55	525.55
OJ TOT	*****SUPPLIES & MATERIAL	732.00	97.53	267.07	0.00	391.55	525.55
513	WORKERS COMPENSATION INSURANCE	130.00	0.00	130.00	130.00	0.00	113.00
OJ TOT	*****OTHER CHARGES***	130.00	0.00	130.00	130.00	0.00	113.00
CC TOT	SOIL CONSERVATION	117,383.28	97.53	66,627.23	9,450.82	50,682.67	59,617.20

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58110: TOURISM

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	330,700.00	0.00	149,530.92	24,022.15	181,169.08	150,493.35
OJ TOT	*****PERSONAL SERVICES*	330,700.00	0.00	149,530.92	24,022.15	181,169.08	150,493.35
302	ADVERTISING	377,075.00	120,990.71	235,307.29	74,117.10	36,275.69	159,199.27
320	DUES & MEMBERSHIPS	5,000.00	258.00	2,255.00	0.00	2,487.00	2,065.00
330	LEASE PAYMENTS	4,300.00	2,142.00	2,142.00	357.00	16.00	2,142.00
332	LEGAL NOTICES, RECORDING & COU	300.00	259.86	120.42	0.00	0.00	92.57
348	POSTAL CHARGES	7,500.00	0.00	0.00	0.00	7,500.00	0.00
349	PRINTING-STATIONERY & FORMS	25,590.00	500.00	3,911.00	1,991.00	21,179.00	13,100.14
355	TRAVEL	4,000.00	1,449.07	823.13	453.13	3,422.24	966.46
356	TUITION/REGISTRATION	3,500.00	657.00	1,034.00	0.00	2,755.00	249.00
399	OTHER CONTRACTED SERVICES	48,800.00	15,148.94	14,080.95	4,303.09	25,256.68	6,899.91
OJ TOT	*****CONTRACTED SERVICES	476,065.00	141,405.58	259,673.79	81,221.32	98,891.61	184,714.35
435	OFFICE SUPPLIES	3,500.00	0.00	74.99	0.00	3,425.01	81.50
499	OTHER SUPPLIES & MATERIALS	3,600.00	0.00	0.00	0.00	3,600.00	532.50
OJ TOT	*****SUPPLIES & MATERIAL	7,100.00	0.00	74.99	0.00	7,025.01	614.00
599	OTHER CHARGES	12,500.00	318.80	799.70	75.00	11,881.50	9,786.40
OJ TOT	*****OTHER CHARGES***	12,500.00	318.80	799.70	75.00	11,881.50	9,786.40
709	DATA PROCESSING EQUIPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0.00
719	OFFICE EQUIPMENT	0.00	109.99	0.00	0.00	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,500.00	109.99	0.00	0.00	2,500.00	0.00
CC TOT	TOURISM	828,865.00	141,834.37	410,079.40	105,318.47	301,467.20	345,608.10

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58120: INDUSTRIAL DEVELOPMENT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
364 CONTRACTS FOR DEVELOPMENT	926,627.00	0.00	799,171.25	127,455.75	127,455.75	818,155.13
399 OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	68.60
OJ TOT *****CONTRACTED SERVICES	926,627.00	0.00	799,171.25	127,455.75	127,455.75	818,223.73
CC TOT INDUSTRIAL DEVELOPMENT	926,627.00	0.00	799,171.25	127,455.75	127,455.75	818,223.73

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58190: OTHER ECONOMIC & COMMUNITY DEVELOPMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	80,000.00	0.00	49,843.62	8,007.38	30,156.38	50,164.44
OJ TOT	*****PERSONAL SERVICES*	80,000.00	0.00	49,843.62	8,007.38	30,156.38	50,164.44
307	COMMUNICATION	13,000.00	0.00	7,269.86	1,270.42	5,730.14	5,612.68
335	MAINTENANCE & REPAIR - BUILDIN	39,000.00	3,054.53	41,029.31	30,588.13	4,488.86	5,496.67
351	RENT	60,000.00	27,144.04	35,000.00	5,000.00	0.00	20,314.31
399	CONTRACTED SERVICES	16,297.00	9,981.34	6,217.52	285.60	12,021.00	9,388.92
OJ TOT	*****CONTRACTED SERVICES	128,297.00	40,179.91	89,516.69	37,144.15	22,240.00	40,812.58
410	CUSTODIAL SUPPLIES	7,000.00	1,965.99	3,713.57	423.71	4,000.00	2,788.38
435	OFFICE SUPPLIES	3,500.00	378.13	300.48	0.00	3,021.39	436.35
452	UTILITIES	12,500.00	0.00	6,103.92	2,011.15	6,396.08	4,927.71
499	OTHER SUPPLIES & MATERIALS	2,400.00	1,151.70	1,617.72	58.80	46.20	526.68
OJ TOT	*****SUPPLIES & MATERIAL	25,400.00	3,495.82	11,735.69	2,493.66	13,463.67	8,679.12
599	OTHER CHARGES	2,000.00	354.56	625.48	293.98	1,440.02	1,861.34
OJ TOT	*****OTHER CHARGES***	2,000.00	354.56	625.48	293.98	1,440.02	1,861.34
CC TOT	OTHER ECONOMIC & COMMUNITY DEV	235,697.00	44,030.29	151,721.48	47,939.17	67,300.07	101,517.48

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58300: VETERANS SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	64,288.00	0.00	37,501.38	5,357.34	26,786.62	35,723.22
105	SUPERVISOR	35,586.00	0.00	20,758.08	2,965.44	14,827.92	19,769.54
162	CLERICAL PERSONNEL	26,389.00	0.00	12,856.00	1,691.58	13,533.00	14,660.38
OJ TOT	*****PERSONAL SERVICES*	126,263.00	0.00	71,115.46	10,014.36	55,147.54	70,153.14
201	SOCIAL SECURITY	7,829.00	0.00	4,295.53	602.39	3,533.47	4,231.90
204	STATE RETIREMENT	12,955.00	0.00	7,322.88	1,027.48	5,632.12	7,182.12
205	EMPLOYEE INSURANCE	6,324.00	0.00	3,688.10	527.00	2,635.90	3,686.90
206	EMPLOYEE INSURANCE-LIFE	564.00	0.00	261.68	39.10	302.32	244.16
207	EMPLOYEE INSURANCE-HEALTH	12,384.00	0.00	7,223.55	1,032.00	5,160.45	7,222.95
208	EMPLOYEE INSURANCE-DENTAL	828.00	0.00	470.52	69.00	357.48	439.32
210	UNEMPLOYMENT COMPENSATION	168.00	0.00	80.12	80.12	87.88	80.52
212	EMPLOYER MEDICARE LIABILITY	1,831.00	0.00	1,004.60	140.88	826.40	989.70
OJ TOT	*****EMPLOYEE BENEFITS*	42,883.00	0.00	24,346.98	3,517.97	18,536.02	24,077.57
320	DUES & MEMBERSHIPS	75.00	0.00	55.00	0.00	20.00	0.00
330	OPERATING & LEASE PAYMENTS	2,169.00	687.50	962.50	275.00	519.00	962.50
332	LEGAL NOTICE-REC-COURT CST	69.00	0.00	0.00	0.00	69.00	0.00
334	MAINT. AGREEMENT	700.00	0.00	700.00	0.00	0.00	700.00
349	PRINTING-STATIONERY & FORMS	250.00	0.00	238.00	110.00	12.00	229.00
355	TRAVEL	1,314.00	0.00	1,163.60	221.48	363.78	798.56
356	TUITION	300.00	0.00	0.00	0.00	300.00	0.00
OJ TOT	*****CONTRACTED SERVICES	4,877.00	687.50	3,119.10	606.48	1,283.78	2,690.06
414	DUPLICATING SUPPLIES	231.00	0.00	114.68	0.00	116.32	120.95
425	GASOLINE	734.00	0.00	654.41	56.02	79.59	640.68
435	OFFICE SUPPLIES	608.00	10.46	499.08	0.00	98.46	439.94
OJ TOT	*****SUPPLIES & MATERIAL	1,573.00	10.46	1,268.17	56.02	294.37	1,201.57
508	PREMIUM ON CORPORATE SURETY BO	37.00	0.00	0.00	0.00	37.00	0.00
513	WORKERS COMPENSATION INSURANCE	190.00	0.00	190.00	190.00	0.00	179.00
599	OTHER CHARGES	60.00	0.00	30.00	0.00	30.00	14.99
OJ TOT	*****OTHER CHARGES***	287.00	0.00	220.00	190.00	67.00	193.99
CC TOT	VETERANS SERVICES	175,883.00	697.96	100,069.71	14,384.83	75,328.71	98,316.33

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58400: OTHER CHARGES

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
205	EMPLOYEE INSURANCE	257.00	0.00	0.00	0.00	257.00	0.00
211	RETIREE INSURANCE	40,000.00	0.00	25,909.82	5,157.60	14,090.18	20,266.25
OJ TOT	*****EMPLOYEE BENEFITS*	40,257.00	0.00	25,909.82	5,157.60	14,347.18	20,266.25
435	OFFICE SUPPLIES	2,500.00	837.25	1,350.59	952.18	312.16	2,613.90
OJ TOT	*****SUPPLIES & MATERIAL	2,500.00	837.25	1,350.59	952.18	312.16	2,613.90
CC TOT	OTHER CHARGES	42,757.00	837.25	27,260.41	6,109.78	14,659.34	22,880.15

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58500: CONTRIBUTIONS TO OTHER AGENCIES

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
316 CONTRIBUTIONS	45,000.00	0.00	33,750.00	11,250.00	11,250.00	33,750.00
OJ TOT *****CONTRACTED SERVICES	45,000.00	0.00	33,750.00	11,250.00	11,250.00	33,750.00
CC TOT CONTRIBUTIONS TO OTHER AGENCIE	45,000.00	0.00	33,750.00	11,250.00	11,250.00	33,750.00

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58900: MISCELLANEOUS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
307	COMMUNICATION	0.00	0.00	84.65	0.00	84.65-	0.00
399	OTHER CONTRACTED SERVICES	0.00	0.00	120.00-	0.00	120.00	0.00
OJ TOT	*****CONTRACTED SERVICES	0.00	0.00	35.35-	0.00	35.35	0.00
503	EXCESS RISK INSURANCE	10,025.00	0.00	10,025.00	0.00	0.00	10,025.00
506	LIABILITY INSURANCE	146,131.00	0.00	146,131.00	0.00	0.00	146,131.00
510	TRUSTEES COMMISSION	450,000.00	0.00	345,732.67	0.00	104,267.33	348,121.89
599	OTHER CHARGES	0.00	1,234.62	0.00	0.00	0.00	2,107.38
OJ TOT	*****OTHER CHARGES***	606,156.00	1,234.62	501,888.67	0.00	104,267.33	506,385.27
CC TOT	MISCELLANEOUS	606,156.00	1,234.62	501,853.32	0.00	104,302.68	506,385.27



REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 64000: LITTER AND TRASH COLLECT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
164	ATTENDANTS	31,764.00	0.00	18,531.24	2,647.32	13,232.76	17,646.72
186	LONGEVITY PAY	250.00	0.00	250.00	0.00	0.00	250.00
OJ TOT	*****PERSONAL SERVICES*	32,014.00	0.00	18,781.24	2,647.32	13,232.76	17,896.72
201	SOCIAL SECURITY	1,985.00	0.00	1,097.05	155.20	887.95	1,041.05
204	STATE RETIREMENT	3,285.00	0.00	1,926.97	271.62	1,358.03	1,827.31
205	EMPLOYEE INSURANCE	6,324.00	0.00	3,577.51	527.00	2,746.49	3,581.59
206	EMPLOYEE INSURANCE-LIFE	168.00	0.00	79.21	13.44	88.79	63.36
207	EMPLOYEE INSURANCE-HEALTH	4,128.00	0.00	2,252.96	344.00	1,875.04	2,270.10
208	EMPLOYEE INSURANCE-DENTAL	276.00	0.00	146.48	23.00	129.52	138.07
210	UNEMPLOYMENT COMPENSATION	56.00	0.00	21.18	21.18	34.82	20.16
212	EMPLOYER MEDICARE LIABILITY	465.00	0.00	256.54	36.30	208.46	243.49
OJ TOT	*****EMPLOYEE BENEFITS*	16,687.00	0.00	9,357.90	1,391.74	7,329.10	9,185.13
309	CONTRACTS W/GOVT AGENCIES	2,558.00	1,959.92	598.08	286.08	0.00	910.65
333	LICENSES	50.00	0.00	0.00	0.00	50.00	0.00
338	MAINT & REPAIR SERV-VEHICLE	2,500.00	0.00	0.00	0.00	2,500.00	0.00
399	OTHER CONTRACTED SERVICES	22,830.00	9,890.96	12,619.60	1,689.00	2,562.00	10,745.48
OJ TOT	*****CONTRACTED SERVICES	27,938.00	11,850.88	13,217.68	1,975.08	5,112.00	11,656.13
450	TIRES & TUBES	550.00	0.00	550.00	0.00	0.00	0.00
499	OTHER SUPPLIES & MATERIALS	2,500.00	1,580.00	840.00	0.00	500.00	1,602.48
OJ TOT	*****SUPPLIES & MATERIAL	3,050.00	1,580.00	1,390.00	0.00	500.00	1,602.48
513	WORKMANS COMPENSATION INS	800.00	0.00	800.00	800.00	0.00	759.00
OJ TOT	*****OTHER CHARGES***	800.00	0.00	800.00	800.00	0.00	759.00
CC TOT	LITTER AND TRASH COLLECT	80,489.00	13,430.88	43,546.82	6,814.14	26,173.86	41,099.46

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91190: OTHER GENERAL GOVERNMENT PROJECTS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
000	DATA PROCESSING	168,882.00	21,607.97	70,350.84	0.00	162,144.22	137,734.66
100	SHERIFFS DEPARTMENT	855,782.00	527,813.30	553,380.29	4,051.95	281,563.92	314,892.52
110	JAIL CAPITAL	35,000.00	0.00	0.00	0.00	35,000.00	0.00
OJ TOT	*****	1,059,664.00	549,421.27	623,731.13	4,051.95	478,708.14	452,627.18
CC TOT	OTHER GENERAL GOVERNMENT PROJE	1,059,664.00	549,421.27	623,731.13	4,051.95	478,708.14	452,627.18

REPORT 240-100

FUND 101: GENERAL GOVERNMENT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 99100: TRANSFERS OUT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
590 TRANSFERS TO OTHER FUNDS	899,520.00	0.00	674,640.00	449,760.00	224,880.00	0.00
OJ TOT *****OTHER CHARGES***	899,520.00	0.00	674,640.00	449,760.00	224,880.00	0.00
CC TOT TRANSFERS OUT	899,520.00	0.00	674,640.00	449,760.00	224,880.00	0.00
FD TOT GENERAL GOVERNMENT	41,453,407.21	2,069,858.78	23,320,835.33	4,083,488.95	17,606,861.38	22,628,508.59

REPORT 240-100

FUND 112: COURTHOUSE & JAIL MAINT FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51800: COUNTY BUILDINGS

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
707 BUILDING IMPROVEMENTS	21,799.00	3,351.75	18,447.03	0.00	0.22	22,123.95
OJ TOT *****CAPITAL OUTLAY**	21,799.00	3,351.75	18,447.03	0.00	0.22	22,123.95
CC TOT COUNTY BUILDINGS	21,799.00	3,351.75	18,447.03	0.00	0.22	22,123.95

REPORT 240-100

FUND 112: COURTHOUSE & JAIL MAINT FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58400: OTHER CHARGES

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510 TRUSTEES COMMISSION	100.00	0.00	52.42	0.00	47.58	59.52
OJ TOT *****OTHER CHARGES***	100.00	0.00	52.42	0.00	47.58	59.52
CC TOT OTHER CHARGES	100.00	0.00	52.42	0.00	47.58	59.52
FD TOT COURTHOUSE & JAIL MAINT FUND	21,899.00	3,351.75	18,499.45	0.00	47.80	22,183.47

REPORT 240-100

FUND 114: LAW LIBRARY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58400: OTHER CHARGES

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OTHER CONTRACTED SERVICES	6,600.00	3,946.62	6,876.00	0.00	0.00	6,552.00
OJ TOT	*****CONTRACTED SERVICES	6,600.00	3,946.62	6,876.00	0.00	0.00	6,552.00
510	TRUSTEE'S COMMISSION	150.00	0.00	52.42	0.00	97.58	59.40
OJ TOT	*****OTHER CHARGES***	150.00	0.00	52.42	0.00	97.58	59.40
CC TOT	OTHER CHARGES	6,750.00	3,946.62	6,928.42	0.00	97.58	6,611.40
FD TOT	LAW LIBRARY	6,750.00	3,946.62	6,928.42	0.00	97.58	6,611.40

REPORT 240-100

FUND 115: PUBLIC LIBRARY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 51800: COUNTY BUILDINGS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	3,633.00	0.00	2,002.61	278.14	1,630.39	1,920.53
166	CUSTODIAL PERSONNEL	63,027.00	0.00	34,113.65	4,816.34	28,913.35	33,464.27
167	MAINTENANCE PERSONNEL	25,673.00	0.00	14,709.12	1,964.60	10,963.88	13,630.00
169	PART TIME PERSONNEL	10,500.00	0.00	4,857.31	556.24	5,642.69	3,909.67
OJ TOT	*****PERSONAL SERVICES*	102,833.00	0.00	55,682.69	7,615.32	47,150.31	52,924.47
201	SOCIAL SECURITY	6,376.00	0.00	3,329.70	453.80	3,046.30	3,155.42
204	STATE RETIREMENT	10,978.00	0.00	6,289.17	873.92	4,688.83	5,455.33
205	EMPLOYEE INSURANCE	12,648.00	0.00	7,376.20	1,054.00	5,271.80	7,373.80
206	EMPLOYEE INSURANCE - LIFE	468.00	0.00	245.76	38.88	222.24	201.60
207	EMPLOYEE INSURANCE - MEDICAL	16,512.00	0.00	9,631.40	1,376.00	6,880.60	9,630.60
208	EMPLOYEE INSURANCE - DENTAL	1,104.00	0.00	619.04	92.00	484.96	585.76
210	UNEMPLOYMENT COMPENSATION	336.00	0.00	80.25	58.69	255.75	71.95
212	EMPLOYER MEDICARE	1,491.00	0.00	778.78	106.15	712.22	738.00
OJ TOT	*****EMPLOYEE BENEFITS*	49,913.00	0.00	28,350.30	4,053.44	21,562.70	27,212.46
335	MAINT & REP SERV-BLDGS	25,000.00	18,630.78	14,936.14	3,897.02	10,647.97	5,243.06
336	MAINT. & REPAIR SVCS.-EQUIPMEN	5,000.00	3,935.03	1,309.36	0.00	1,501.00	4,589.79
OJ TOT	*****CONTRACTED SERVICES	30,000.00	22,565.81	16,245.50	3,897.02	12,148.97	9,832.85
499	OTHER SUPPLIES & MATERIALS	1,000.00	1,293.56	433.71	25.12	759.62	119.70
OJ TOT	*****SUPPLIES & MATERIAL	1,000.00	1,293.56	433.71	25.12	759.62	119.70
513	WORKERS' COMPENSATION INS	155.00	0.00	155.00	155.00	0.00	144.00
OJ TOT	*****OTHER CHARGES***	155.00	0.00	155.00	155.00	0.00	144.00
717	MAINTENANCE EQUIPMENT	2,500.00	0.00	1,183.81	0.00	1,316.19	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,500.00	0.00	1,183.81	0.00	1,316.19	0.00
CC TOT	COUNTY BUILDINGS	186,401.00	23,859.37	102,051.01	15,745.90	82,937.79	90,233.48

REPORT 240-100

FUND 115: PUBLIC LIBRARY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 56500: LIBRARIES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	165,752.00	0.00	91,113.84	12,654.70	74,638.16	89,574.62
103	ASSISTANTS	69,388.00	0.00	38,428.28	5,337.26	30,959.72	36,852.62
105	SUPERVISOR/DIRECTOR	171,807.00	0.00	95,028.05	13,198.34	76,778.95	91,081.57
133	PARAPROFESSIONALS	211,901.00	0.00	116,770.10	16,240.16	95,130.90	107,389.87
169	PART-TIME PERSONNEL	254,306.00	0.00	132,563.46	17,135.69	121,742.54	125,838.76
188	BONUS PAYMENTS	2,874.00	0.00	0.00	0.00	2,874.00	0.00
OJ TOT	*****PERSONAL SERVICES*	876,028.00	0.00	473,903.73	64,566.15	402,124.27	450,737.44
201	SOCIAL SECURITY	54,314.00	0.00	28,646.57	3,891.93	25,667.43	27,191.52
204	STATE RETIREMENT	74,449.00	0.00	42,257.77	5,871.86	32,191.23	35,070.28
205	EMPLOYEE INSURANCE - DEPENDENT	37,944.00	0.00	29,504.80	4,216.00	8,439.20	26,861.70
206	EMPLOYEE INSURANCE - LIFE	3,144.00	0.00	1,514.96	237.38	1,629.04	1,290.24
207	EMPLOYEE INSURANCE - HEALTH	78,432.00	0.00	45,749.15	6,536.00	32,682.85	46,433.25
208	EMPLOYEE INSURANCE - DENTAL	5,244.00	0.00	2,940.44	437.00	2,303.56	2,824.20
210	UNEMPLOYMENT COMPENSATION	2,464.00	0.00	945.41	508.66	1,518.59	954.44
211	RETIREE BENEFITS	4,404.00	0.00	4,509.66	633.70	105.66-	1,840.35
212	EMPLOYER MEDICARE	12,703.00	0.00	6,699.89	910.21	6,003.11	6,358.94
OJ TOT	*****EMPLOYEE BENEFITS*	273,098.00	0.00	162,768.65	23,242.74	110,329.35	148,824.92
302	ADVERTISING	1,000.00	0.00	1,000.00	0.00	1,000.00	1,125.00
307	COMMUNICATION	10,000.00	0.00	5,096.01	833.59	5,041.75	4,693.82
317	DATA PROCESSING SERVICES	27,000.00	8,165.38	20,518.35	2,845.31	1,653.98	17,025.93
320	DUES AND MEMBERSHIPS	500.00	0.00	0.00	0.00	500.00	0.00
330	LEASE PAYMENTS	14,000.00	5,432.62	8,648.62	2,942.51	5,000.00	8,683.34
334	MAINTENANCE AGREEMENTS	8,000.00	1,394.50	7,043.50	1,765.50	4.00	6,075.93
337	MAINTENANCE AND REPAIR - OFFIC	0.00	500.00	0.00	0.00	0.00	0.00
347	PEST CONTROL	1,500.00	730.00	348.00	58.00	680.00	404.00
348	POSTAL CHARGES	10,000.00	0.00	8,000.00	0.00	10,000.00	0.00
349	PRINTING, STATIONARY & FORMS	2,000.00	192.60	0.00	0.00	2,000.00	832.62
355	TRAVEL	5,000.00	973.03	1,524.83	272.44	3,041.84	808.92
356	TUITION	2,000.00	0.00	135.00	75.00	1,865.00	497.95
361	PERMITS	500.00	0.00	310.00	50.00	190.00	190.00
399	OTHER CONTRACTED SERVICES	38,000.00	27,629.18	10,726.75	1,002.85	6,413.00	9,941.18
OJ TOT	*****CONTRACTED SERVICES	119,500.00	45,017.31	63,351.06	9,845.20	37,389.57	50,278.69
410	CUSTODIAL SUPPLIES	18,000.00	3,896.42	11,968.14	1,965.88	10,006.60	7,796.98
411	DATA PROCESSING SUPPLIES	4,000.00	407.05	4,025.85	59.00	3,008.50	139.00
432	LIBRARY BOOKS	250,000.00	20,168.96	133,060.45	27,407.64	101,457.25	154,737.96
435	OFFICE SUPPLIES	40,000.00	14,648.77	16,513.49	2,079.18	29,767.05	17,407.93
437	PERIODICALS	30,000.00	19,910.33	17,756.24	381.45	28,601.12	23,471.67
452	UTILITIES	180,000.00	0.00	101,405.88	21,178.27	78,594.12	86,158.63
499	OTHER SUPPLIES & MATERIALS	9,000.00	5,086.51	8,823.77	161.51	1,333.84	4,680.55
OJ TOT	*****SUPPLIES & MATERIAL	531,000.00	64,118.04	293,553.82	53,232.93	252,768.48	294,392.72
502	BUILDING AND CONTENTS INSURANC	20,000.00	0.00	20,000.00	0.00	0.00	0.00
510	TRUSTEE'S COMMISSION	1,200.00	0.00	649.62	0.00	550.38	866.83
513	WORKER'S COMPENSATION INSURANC	1,315.00	0.00	1,315.00	1,315.00	0.00	939.00

REPORT 240-100

FUND 115: PUBLIC LIBRARY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 56500: LIBRARIES

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
OJ TOT *****OTHER CHARGES***	22,515.00	0.00	21,964.62	1,315.00	550.38	1,805.83
709 DATA PROCESSING EQUIPMENT	15,000.00	2,401.34	15,088.66	0.00	510.00	29,963.58
790 OTHER EQUIPMENT	0.00	270.00	0.00	0.00	0.00	0.00
OJ TOT *****CAPITAL OUTLAY**	15,000.00	2,671.34	15,088.66	0.00	510.00	29,963.58
CC TOT LIBRARIES	1,837,141.00	111,806.69	1,030,630.54	152,202.02	803,672.05	976,003.18

REPORT 240-100

FUND 115: PUBLIC LIBRARY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 56900: OTHER SOCIAL CULTURAL & RECREATIONAL

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
133	PARAPROFESSIONALS	21,000.00	0.00	11,035.88	1,615.40	9,964.12	11,187.25
169	PART TIME PERSONNEL	14,685.00	0.00	6,158.54	1,113.85	8,526.46	5,393.80
OJ TOT	*****PERSONAL SERVICES*	35,685.00	0.00	17,194.42	2,729.25	18,490.58	16,581.05
201	SOCIAL SECURITY	2,211.00	0.00	1,071.20	168.76	1,139.80	1,027.84
204	STATE RETIREMENT	2,352.00	0.00	1,439.86	199.98	912.14	527.86
206	EMPLOYEE INSURANCE-LIFE	108.00	0.00	55.44	8.82	52.56	42.88
207	EMPLOYEE INSURANCE-HEALTH	4,128.00	0.00	2,407.85	344.00	1,720.15	2,407.65
208	EMPLOYEE INSURANCE-DENTAL	276.00	0.00	154.76	23.00	121.24	146.44
210	UNEMPLOYMENT COMPENSATION	168.00	0.00	58.51	21.83	109.49	91.94
212	FICA-MEDICARE	517.00	0.00	250.53	39.48	266.47	240.41
OJ TOT	*****EMPLOYEE BENEFITS*	9,760.00	0.00	5,438.15	805.87	4,321.85	4,485.02
499	OTHER SUPPLIES & MATERIALS	42,000.00	15,929.12	19,416.81	3,434.85	16,173.79	19,371.12
OJ TOT	*****SUPPLIES & MATERIAL	42,000.00	15,929.12	19,416.81	3,434.85	16,173.79	19,371.12
513	WORKERS' COMPENSATION INS	54.00	0.00	54.00	54.00	0.00	55.00
OJ TOT	*****OTHER CHARGES***	54.00	0.00	54.00	54.00	0.00	55.00
CC TOT	OTHER SOCIAL CULTURAL & RECREA	87,499.00	15,929.12	42,103.38	7,023.97	38,986.22	40,492.19
FD TOT	PUBLIC LIBRARY	2,111,041.00	151,595.18	1,174,784.93	174,971.89	925,596.06	1,106,728.85

REPORT 240-100

FUND 122: DRUG CONTROL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54110: SHERIFFS DEPARTMENT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OTHER CONTRACTED SERVICES	19,000.00	1,921.92	4,740.93	354.00	13,275.15	15,564.48
OJ TOT	*****CONTRACTED SERVICES	19,000.00	1,921.92	4,740.93	354.00	13,275.15	15,564.48
401	ANIMAL FOOD & SUPPLIES	15,000.00	977.81	7,146.08	812.47	9,017.50	5,844.62
499	OTHER SUPPLIES & MATERIALS	400,000.00	38,331.35	22,853.12	3,443.57	380,670.59	52,434.08
OJ TOT	*****SUPPLIES & MATERIAL	415,000.00	39,309.16	29,999.20	4,256.04	389,688.09	58,278.70
510	TRUSTEE'S COMMISSION	3,000.00	0.00	1,923.33	0.00	1,076.67	1,628.94
OJ TOT	*****OTHER CHARGES***	3,000.00	0.00	1,923.33	0.00	1,076.67	1,628.94
CC TOT	SHERIFFS DEPARTMENT	437,000.00	41,231.08	36,663.46	4,610.04	404,039.91	75,472.12
FD TOT	DRUG CONTROL	437,000.00	41,231.08	36,663.46	4,610.04	404,039.91	75,472.12

REPORT 240-100

FUND 128: DRUG COURT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53200: CRIMINAL COURT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	15,000.00	0.00	1,968.96	1,968.96	13,031.04	0.00
111	PROBATION OFFICER	27,703.00	0.00	16,157.12	2,308.16	11,545.88	18,249.27
161	SECRETARYS	27,860.00	0.00	22,078.42	3,154.06	5,781.58	15,387.69
169	PART-TIME PERSONNEL	6,000.00	0.00	0.00	0.00	6,000.00	0.00
OJ TOT	*****PERSONAL SERVICES*	76,563.00	0.00	40,204.50	7,431.18	36,358.50	33,636.96
201	SOCIAL SECURITY	3,265.00	0.00	2,415.44	448.64	849.56	2,012.44
204	STATE RETIREMENT	4,238.00	0.00	3,922.94	560.42	315.06	3,434.34
205	EMPLOYEE INSURANCE	6,324.00	0.00	3,688.10	527.00	2,635.90	3,686.90
206	EMPLOYEE INSURANCE - LIFE	336.00	0.00	174.24	27.72	161.76	127.04
207	EMPLOYEE INSURANCE - HEALTH	6,256.00	0.00	4,815.70	688.00	1,440.30	4,815.30
208	EMPLOYEE INSURANCE - DENTAL	552.00	0.00	313.68	46.00	238.32	292.88
210	UNEMPLOYMENT	112.00	0.00	59.46	59.46	52.54	38.44
212	EMPLOYER MEDICARE	951.00	0.00	564.88	104.92	386.12	470.59
OJ TOT	*****EMPLOYEE BENEFITS*	22,034.00	0.00	15,954.44	2,462.16	6,079.56	14,877.93
307	COMMUNICATION	2,280.00	0.00	896.18	177.58	1,383.82	1,137.27
320	DUES & MEMBERSHIPS	620.00	0.00	200.00	200.00	420.00	700.00
330	LEASE PAYMENTS	0.00	0.00	1,014.00	0.00	0.00	338.00
348	POSTAL CHARGES	240.00	0.00	0.00	0.00	240.00	52.17
349	PRINTING, STATIONARY, & FORMS	520.00	160.00	191.08	0.00	168.92	139.98
355	TRAVEL	3,299.00	33.94	1,753.94	0.00	1,511.12	2,417.64
356	TUITION	130.00	10.00	205.00	0.00	0.00	485.00
399	OTHER CONTRACTED SERVICES	4,130.00	1,689.86	1,310.14	122.07	1,130.00	460.20
OJ TOT	*****CONTRACTED SERVICES	11,219.00	1,893.80	5,570.34	499.65	4,853.86	5,730.26
411	DATA PROCESSING SUP	200.00	338.46	661.54	132.00	200.00	0.00
429	INSTRUCTIONAL SUPPLIES	2,080.00	655.00	1,419.00	0.00	6.00	1,281.13
435	OFFICE SUPPLIES	1,000.00	422.83	759.56	478.92	1,000.00	49.34
499	OTHER SUPPLIES & MATERIALS	5,446.00	722.19	2,534.19	0.00	5,378.00	537.05
OJ TOT	*****SUPPLIES & MATERIAL	8,726.00	2,138.48	5,374.29	610.92	6,584.00	1,867.52
510	TRUSTEES COMMISSION	500.00	0.00	438.06	0.00	61.94	540.03
513	WORKERS' COMPENSATION	101.00	0.00	0.00	0.00	101.00	143.00
OJ TOT	*****OTHER CHARGES***	601.00	0.00	438.06	0.00	162.94	683.03
709	DATA PROCESSING EQUIPMENT	0.00	0.00	1,043.45	0.00	0.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	1,043.45	0.00	0.00	0.00
CC TOT	CRIMINAL COURT	119,143.00	4,032.28	68,585.08	11,003.91	54,038.86	56,795.70

REPORT 240-100

FUND 128: DRUG COURT

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53206: DRUG COURT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
330	LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	169.00
348	POSTAL CHARGES	0.00	0.00	0.00	0.00	0.00	16.68
OJ TOT	*****CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	185.68
435	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	7.60
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	137.27
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	0.00	0.00	0.00	144.87
CC TOT	DRUG COURT	0.00	0.00	0.00	0.00	0.00	330.55
FD TOT	DRUG COURT	119,143.00	4,032.28	68,585.08	11,003.91	54,038.86	57,126.25

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 61000: ADMINISTRATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMINISTRATIVE	81,496.00	0.00	45,136.22	6,268.92	36,359.78	44,652.18
103	ASSISTANT	71,899.00	0.00	38,972.63	5,422.28	32,926.37	37,439.44
105	SUPERVISOR/DIRECTOR	63,019.00	0.00	36,448.96	6,983.29	26,570.04	32,815.10
119	ACCT/BOOKKEEPER	44,787.00	0.00	24,514.05	3,615.40	20,272.95	23,321.23
148	DISPATCHERS/RADIO OPER	37,930.00	0.00	20,594.88	2,860.40	17,335.12	19,750.45
162	CLERICAL PERSONNEL	35,083.00	0.00	19,156.81	2,831.64	15,926.19	18,162.75
187	OVERTIME PAY	2,500.00	0.00	0.00	0.00	2,500.00	1,608.36
189	OTHER SALARIES & WAGES	87,556.00	0.00	39,951.27	5,590.44	47,604.73	39,736.25
OJ TOT	*****PERSONAL SERVICES*	424,270.00	0.00	224,774.82	33,572.37	199,495.18	217,485.76
201	SOCIAL SECURITY	26,305.00	0.00	13,599.17	2,031.49	12,705.83	13,161.82
204	STATE RETIREMENT	43,531.00	0.00	21,803.98	3,445.52	21,727.02	20,005.91
205	EMPLOYEE INSURANCE	25,296.00	0.00	18,152.92	2,635.00	7,143.08	13,684.97
206	EMPLOYEE INSURANCE - LIFE	1,812.00	0.00	834.84	129.48	977.16	738.56
207	EMPLOYEE INSURANCE - HEALTH	33,024.00	0.00	18,607.95	2,752.00	14,416.05	19,261.20
208	EMPLOYEE INSURANCE - DENTAL	2,208.00	0.00	1,198.27	184.00	1,009.73	1,171.52
210	UNEMPLOYMENT COMPENSATION	147.00	0.00	84.50	82.14	62.50	71.16
212	SOCIAL SECURITY - MEDICARE	6,152.00	0.00	3,180.43	475.11	2,971.57	3,079.65
OJ TOT	*****EMPLOYEE BENEFITS*	138,475.00	0.00	77,462.06	11,734.74	61,012.94	71,174.79
302	ADVERTISING	500.00	0.00	0.00	0.00	500.00	0.00
307	COMMUNICATION	17,000.00	0.00	8,310.31	1,303.60	8,689.69	8,502.16
320	DUES & MEMBERSHIPS	4,050.00	0.00	3,950.00	0.00	100.00	4,850.00
331	LEGAL SERVICES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
332	LEGAL NOTICE-REC-COURT CST	400.00	0.00	0.00	0.00	400.00	0.00
334	MAINT. AGREEMENT	6,500.00	2,506.84	2,293.16	226.00	1,700.00	2,142.32
335	MAINT & REPAIR SERVICES - BUIL	1,000.00	0.00	0.00	0.00	1,000.00	0.00
348	POSTAL CHARGES	500.00	0.00	210.00	0.00	290.00	205.00
349	PRINTING, STATIONARY, & FORMS	500.00	0.00	0.00	0.00	500.00	0.00
355	TRAVEL	1,200.00	0.00	627.17	0.00	572.83	676.31
356	TUITION	750.00	0.00	165.00	0.00	585.00	515.00
399	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	534.91
OJ TOT	*****CONTRACTED SERVICES	33,400.00	2,506.84	15,555.64	1,529.60	15,337.52	17,425.70
411	DATA PROCESSING SUP	15,000.00	0.00	0.00	0.00	15,000.00	0.00
413	DRUGS AND MEDICAL SUPPLIES	1,000.00	0.00	509.80	84.25	490.20	593.15
415	ELECTRICITY	21,000.00	0.00	15,162.73	6,388.80	5,837.27	8,640.84
427	ICE	100.00	0.00	0.00	0.00	100.00	0.00
434	NATURAL GAS	20,000.00	1,147.46	6,876.01	4,175.51	13,026.86	5,652.07
435	OFFICE SUPPLIES	3,500.00	143.51	432.89	0.00	2,923.60	2,452.93
454	WATER & SEWER	3,500.00	0.00	2,676.82	603.55	823.18	1,076.46
OJ TOT	*****SUPPLIES & MATERIAL	64,100.00	1,290.97	25,658.25	11,252.11	38,201.11	18,415.45
501	BOILER INSURANCE	100.00	0.00	0.00	0.00	100.00	45.00
502	BLDGS & CONTENTS INSURANCE	1,939.00	0.00	1,939.00	0.00	0.00	0.00
506	LIABILITY INSURANCE	38,041.00	0.00	38,041.00	0.00	0.00	0.00
508	PREMIUMS ON CORPORATE SURETY B	750.00	0.00	0.00	0.00	750.00	0.00

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 61000: ADMINISTRATION

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEE'S COMMISSION	41,234.00	0.00	25,595.07	0.00	15,638.93	31,732.34
511	VEHICLE & EQUIPMENT INSURANCE	38,669.00	0.00	38,669.00	0.00	0.00	0.00
513	WORKERS COMPENSATION INSURANCE	5,134.00	0.00	0.00	0.00	5,134.00	4,891.00
515	LIABILITY CLAIMS	10,000.00	0.00	1,252.74	0.00	8,747.26	0.00
599	OTHER CHARGES	4,700.00	519.88	1,801.49	56.00	2,378.63	2,482.58
OJ TOT	*****OTHER CHARGES***	140,567.00	519.88	107,298.30	56.00	32,748.82	39,150.92
CC TOT	ADMINISTRATION	800,812.00	4,317.69	450,749.07	58,144.82	346,795.57	363,652.62

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 62000: HIGHWAY & BRIDGE MAINTENANCE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	126,038.00	0.00	68,372.68	9,505.04	57,665.32	65,630.20
141	FOREMEN	154,644.00	0.00	79,445.12	10,786.50	75,198.88	78,644.83
143	EQUIPMENT OPERATORS	239,201.00	0.00	124,511.29	17,260.79	114,689.71	119,132.78
144	EQUIP OPERATORS-HEAVY	118,762.00	0.00	64,309.36	8,812.10	54,452.64	61,841.65
145	EQUIP OPERATORS-LIGHT	815,767.00	0.00	430,854.43	59,936.03	384,912.57	411,583.44
147	TRUCK DRIVERS	138,699.00	0.00	74,730.97	10,397.94	63,968.03	71,840.51
149	LABORERS	136,036.00	0.00	80,673.07	11,091.60	55,362.93	69,589.44
187	OVERTIME	20,000.00	0.00	20,731.10	3,508.64	731.10-	10,749.04
189	OTHER SALARIES & WAGES	309,442.00	0.00	159,316.30	21,553.52	150,125.70	160,402.67
OJ TOT	*****PERSONAL SERVICES*	2,058,589.00	0.00	1,102,944.32	152,852.16	955,644.68	1,049,414.56
201	SOCIAL SECURITY	127,633.00	0.00	67,255.34	9,100.62	60,377.66	63,943.61
204	STATE RETIREMENT	211,212.00	0.00	111,197.10	14,882.84	100,014.90	102,059.24
205	EMPLOYEE INSURANCE	202,368.00	0.00	114,013.60	16,073.50	88,354.40	113,653.79
206	EMPLOYEE INSURANCE - LIFE	10,248.00	0.00	4,858.68	762.12	5,389.32	4,055.68
207	EMPLOYEE INSURANCE - HEALTH	222,912.00	0.00	129,300.97	18,232.00	93,611.03	128,640.50
208	EMPLOYEE INSURANCE - DENTAL	14,904.00	0.00	8,304.73	1,219.00	6,599.27	7,824.27
210	UNEMPLOYMENT COMPENSATION	1,134.00	0.00	541.37	459.47	592.63	551.85
211	EMPLOYEE BENEFITS RETIREES	6,638.00	0.00	6,358.53	1,003.90	279.47	2,576.49
212	SOCIAL SECURITY - MEDICARE	29,850.00	0.00	15,802.42	2,137.32	14,047.58	14,966.43
OJ TOT	*****EMPLOYEE BENEFITS*	826,899.00	0.00	457,632.74	63,870.77	369,266.26	438,271.86
322	EVALUATION - TESTING	2,000.00	1,097.00	1,251.00	180.00	2.00	724.00
329	LAUNDRY SERVICE (UNIFORMS)	27,000.00	4,062.46	17,174.91	0.00	9,168.90	18,535.89
361	PERMITS	1,500.00	0.00	900.00	0.00	600.00	0.00
399	OTHER CONTRACTED SERVICES	207,261.00	27,007.28	175,270.80	375.00	5,112.70	539,884.81
OJ TOT	*****CONTRACTED SERVICES	237,761.00	32,166.74	194,596.71	555.00	14,883.60	559,144.70
404	ASPHALT-HOT MIX	155,000.00	19,881.09	100,646.61	0.00	34,472.30	244,790.18
405	ASPHALT-LIQUID	40,000.00	3,477.11	10,805.86	2,527.20	25,717.03	27,794.75
408	CONCRETE	6,500.00	0.00	0.00	0.00	6,500.00	1,003.75
409	CRUSHED STONE	45,000.00	10,549.53	9,950.47	226.20	24,500.00	38,644.66
440	PIPE-METAL	30,000.00	10,065.00	4,935.00	0.00	15,000.00	16,473.96
443	ROAD SIGNS	20,000.00	2,978.20	11,349.90	0.00	5,671.90	4,451.92
444	SALT	10,000.00	0.00	0.00	0.00	10,000.00	0.00
447	STRUCTURAL STEEL	5,000.00	0.00	4,462.13	0.00	537.87	1,557.15
451	UNIFORMS	4,200.00	0.00	4,200.00	0.00	0.00	4,200.00
455	WOOD PRODUCTS	1,200.00	0.00	0.00	0.00	1,200.00	0.00
499	OTHER SUPPLIES & MATERIALS	14,000.00	2,758.76	408.00	336.00	12,000.00	3,848.93
OJ TOT	*****SUPPLIES & MATERIAL	330,900.00	49,709.69	146,757.97	3,089.40	135,599.10	342,765.30
513	WORKERS' COMPENSATION	24,909.00	0.00	0.00	0.00	24,909.00	23,734.00
OJ TOT	*****OTHER CHARGES***	24,909.00	0.00	0.00	0.00	24,909.00	23,734.00
726	STATE AID PROJECTS	560,000.00	280,000.00	280,000.00	0.00	0.00	287,505.50
OJ TOT	*****CAPITAL OUTLAY**	560,000.00	280,000.00	280,000.00	0.00	0.00	287,505.50

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 62000: HIGHWAY & BRIDGE MAINTENANCE

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
CC TOT HIGHWAY & BRIDGE MAINTENANCE	4,039,058.00	361,876.43	2,181,931.74	220,367.33	1,500,302.64	2,700,835.92

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 63100: OPERATION & MAINTENANCE OF EQUIPMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPEVISOR/DIRECTOR	63,019.00	0.00	32,932.55	4,581.92	30,086.45	27,942.68
141	FOREMEN	99,230.00	0.00	50,790.50	7,066.52	48,439.50	51,145.50
142	MECHANICS	329,443.00	0.00	177,542.03	24,727.68	151,900.97	169,613.22
150	NIGHTWATCHMEN	101,115.00	0.00	56,909.43	7,592.23	44,205.57	53,894.41
187	OVERTIME	8,017.16	0.00	4,149.38	1,349.67	3,867.78	4,077.24
188	BONUS PAYMENTS	1,982.84	0.00	1,982.79	0.00	0.05	0.00
OJ TOT	*****PERSONAL SERVICES*	602,807.00	0.00	324,306.68	45,318.02	278,500.32	306,673.05
201	SOCIAL SECURITY	37,374.00	0.00	19,149.26	2,711.71	18,224.74	18,430.24
204	STATE RETIREMENT	61,848.00	0.00	32,227.66	4,577.36	29,620.34	31,311.29
205	EMPLOYEE INSURANCE	50,592.00	0.00	30,636.88	4,743.00	19,955.12	29,354.49
206	EMPLOYEE INSURANCE - LIFE	2,976.00	0.00	1,445.20	228.10	1,530.80	1,182.40
207	EMPLOYEE INSURANCE - HEALTH	57,792.00	0.00	33,367.73	4,816.00	24,424.27	33,016.00
208	EMPLOYEE INSURANCE - DENTAL	3,864.00	0.00	2,145.84	322.00	1,718.16	2,008.13
210	UNEMPLOYMENT COMPENSATION	294.00	0.00	149.17	135.91	144.83	130.52
212	SOCIAL SECURITY - MEDICARE	8,741.00	0.00	4,478.46	634.20	4,262.54	4,310.23
OJ TOT	*****EMPLOYEE BENEFITS*	223,481.00	0.00	123,600.20	18,168.28	99,880.80	119,743.30
335	MAINT.-REPAIR SERVICE BLDG.	1,500.00	0.00	0.00	0.00	1,500.00	515.00
336	MAINT & REPAIR SERV-EQUIP	7,500.00	0.00	0.00	0.00	7,500.00	420.38
338	MAINTENANCE & REPAIR SERVICES	7,500.00	0.00	0.00	0.00	7,500.00	3,492.23
351	RENTALS	2,500.00	0.00	0.00	0.00	2,500.00	169.79
399	OTHER CONTRACTED SERVICES	2,500.00	0.00	0.00	0.00	2,500.00	52.00
OJ TOT	*****CONTRACTED SERVICES	21,500.00	0.00	0.00	0.00	21,500.00	4,649.40
410	CUSTODIAL SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
412	DIESEL FUEL	100,000.00	7,723.00	89,090.43	1,506.08	3,186.57	72,689.89
418	EQUIPT. & MACHINERY PARTS	65,000.00	559.19	56,563.85	2,953.83	8,237.46	42,547.36
424	GARAGE SUPPLIES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
425	GASOLINE	650,000.00	4,456.24	279,730.20	2,878.13	367,269.80	385,700.17
433	LUBRICANTS	6,000.00	300.00	4,541.61	749.22	1,158.39	4,533.10
442	PROPANE GAS	1,500.00	0.00	0.00	0.00	1,500.00	0.00
446	SMALL TOOLS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
450	TIRES & TUBES	27,000.00	2,448.05	19,384.36	0.00	5,167.59	11,394.47
499	OTHER SUPPLIES & MATERIALS	54,779.00	716.41	34,022.97	0.00	20,140.22	53,586.54
OJ TOT	*****SUPPLIES & MATERIAL	908,779.00	16,202.89	483,333.42	8,087.26	411,160.03	570,451.53
513	WORKERS' COMPENSATION	7,294.00	0.00	0.00	0.00	7,294.00	6,952.00
OJ TOT	*****OTHER CHARGES***	7,294.00	0.00	0.00	0.00	7,294.00	6,952.00
CC TOT	OPERATION & MAINTENANCE OF EQU	1,763,861.00	16,202.89	931,240.30	71,573.56	818,335.15	1,008,469.28

REPORT 240-100

FUND 131: HIGHWAY/PUBLIC WORKS FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 68000: CAPITAL OUTLAY

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
709	DATA PROCESSING EQUIPMENT	3,500.00	0.00	0.00	0.00	3,500.00	910.63
714	HIGHWAY EQUIPMENT	0.00	15,202.20	0.00	0.00	0.00	413,173.60
717	MAINTENANCE EQUIPMENT	50,000.00	0.00	0.00	0.00	50,000.00	0.00
718	MOTOR VEHICLES	0.00	0.00	0.00	0.00	0.00	122,893.50
726	STATE-AID PROJECTS	100,000.00	39,064.26	74,624.36	3,366.22	4,854.43	73,965.73
OJ TOT	*****CAPITAL OUTLAY**	153,500.00	54,266.46	74,624.36	3,366.22	58,354.43	610,943.46
CC TOT	CAPITAL OUTLAY	153,500.00	54,266.46	74,624.36	3,366.22	58,354.43	610,943.46
FD TOT	HIGHWAY/PUBLIC WORKS FUND	6,757,231.00	436,663.47	3,638,545.47	353,451.93	2,723,787.79	4,683,901.28

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71100: REGULAR INSTRUCTION PROGRAM

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	25,541,500.00	0.00	12,689,808.16	1,996,846.93	12,851,691.84	12,346,411.70
117	CAREER LADDER PROGRAM	431,000.00	0.00	190,772.50	0.00	240,227.50	195,210.00
127	CAREER LADDER EXTENDED CONTRAC	205,000.00	0.00	4,500.00	4,500.00	200,500.00	14,500.00
140	SALARY SUPPLEMENTS	432,000.00	0.00	200,690.98	37,128.82	231,309.02	207,048.29
163	AIDES	1,324,000.00	0.00	651,304.74	117,621.52	672,695.26	552,640.23
187	OVERTIME	12,000.00	0.00	0.00	0.00	12,000.00	0.00
188	BONUS PAYMENTS	793,225.00	0.00	383,797.70	7,665.47-	409,427.30	13,876.95
189	OTHER SALARIES & WAGES	15,000.00	0.00	0.00	0.00	15,000.00	0.00
195	SUBSTITUTE TEACHERS	420,000.00	0.00	187,552.71	35,848.74	232,447.29	202,986.94
198	JANITORS ELECTIONS	220,000.00	0.00	139,298.56	20,793.80	80,701.44	96,251.31
OJ TOT	*****PERSONAL SERVICES*	29,393,725.00	0.00	14,447,725.35	2,205,074.34	14,945,999.65	13,628,925.42
201	SOCIAL SECURITY	1,771,010.00	0.00	867,162.81	131,802.17	903,847.19	822,369.74
204	STATE RETIREMENT	1,767,750.00	0.00	856,698.86	134,705.44	911,051.14	788,947.48
205	EMPLOYEE INSURANCE	1,895,000.00	0.00	928,311.47	151,568.79	966,688.53	868,517.60
206	EMPLOYEE INSURANCE-LIFE	103,000.00	0.00	52,445.86	9,209.84	50,554.14	46,277.76
207	EMPLOYEE INSURANCE-HEALTH	2,374,000.00	0.00	1,175,675.37	184,446.76	1,198,324.63	1,144,932.42
208	EMPLOYEE INSURANCE-DENTAL	165,000.00	0.00	77,937.11	12,367.11	87,062.89	70,357.53
212	EMPLOYER MEDICARE LIABILITY	417,560.00	0.00	204,189.09	31,021.60	213,370.91	192,350.12
OJ TOT	*****EMPLOYEE BENEFITS*	8,493,320.00	0.00	4,162,420.57	655,121.71	4,330,899.43	3,933,752.65
311	CONTRACTS WITH OTHER SCHOOLS	300,000.00	171,345.40	138,918.32	30,137.82	16,159.88	152,115.00
336	MAINT & REPAIR - EQUIPMENT	17,000.00	0.00	11,043.00	0.00	5,957.00	11,655.00
349	PRINTING	9,000.00	67.50	3,529.06	140.00	6,111.30	2,725.80
399	OTHER CONTRACTED SERVICES	30,000.00	11,739.50	17,870.50	1,215.00	964.00	17,473.00
OJ TOT	*****CONTRACTED SERVICES	356,000.00	183,152.40	171,360.88	31,492.82	29,192.18	183,968.80
429	INSTRUCTIONAL SUPPLIES	392,000.00	9,271.17	360,716.70	10,564.83	28,539.73	331,151.02
449	TEXTBOOKS	220,000.00	5,802.36	327,503.25	15,682.56	5,980.46	1,736,153.65
OJ TOT	*****SUPPLIES & MATERIAL	612,000.00	15,073.53	688,219.95	26,247.39	34,520.19	2,067,304.67
711	FURNITURE & FIXTURES	0.00	512.60	0.00	0.00	0.00	14,487.40
722	REGULAR INSTRUCTION EQUIP	24,000.00	0.00	0.00	0.00	24,000.00	8,959.95
OJ TOT	*****CAPITAL OUTLAY**	24,000.00	512.60	0.00	0.00	24,000.00	23,447.35
CC TOT	REGULAR INSTRUCTION PROGRAM	38,879,045.00	198,738.53	19,469,726.75	2,917,936.26	19,364,611.45	19,837,398.89

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71150: ALTERNATIVE EDUCATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	133,400.00	0.00	119,958.08	119,958.08	13,441.92	0.00
163	AIDES	164,809.00	0.00	0.00	0.00	164,809.00	0.00
OJ TOT	*****PERSONAL SERVICES*	298,209.00	0.00	119,958.08	119,958.08	178,250.92	0.00
201	SOCIAL SECURITY	18,800.00	0.00	7,437.40	7,437.40	11,362.60	0.00
204	SOCIAL SECURITY	10,300.00	0.00	7,485.38	7,485.38	2,814.62	0.00
205	EMPLOYEE INSURANCE	12,900.00	0.00	6,324.00	6,324.00	6,576.00	0.00
206	EMPLOYEE INSURANCE-LIFE	800.00	0.00	433.92	433.92	366.08	0.00
207	EMPLOYEE INSURANCE-HEALTH	14,700.00	0.00	10,320.00	10,320.00	4,380.00	0.00
208	EMPLOYEE INSURANCE-DENTAL	1,000.00	0.00	690.00	690.00	310.00	0.00
212	FICA-MEDICARE	4,400.00	0.00	1,739.39	1,739.39	2,660.61	0.00
OJ TOT	*****EMPLOYEE BENEFITS*	62,900.00	0.00	34,430.09	34,430.09	28,469.91	0.00
513	WORKERS' COMPENSATION INS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
OJ TOT	*****OTHER CHARGES***	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CC TOT	ALTERNATIVE EDUCATION	362,109.00	0.00	154,388.17	154,388.17	207,720.83	0.00

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71200: SPECIAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	4,664,600.00	0.00	2,206,738.98	391,350.99	2,457,861.02	2,216,971.18
117	CAREER LADDER PROGRAM	63,000.00	0.00	29,900.00	0.00	33,100.00	33,155.00
127	CAREER LADDER EXTENDED CONTRAC	18,000.00	0.00	0.00	0.00	18,000.00	0.00
163	AIDES	955,500.00	0.00	420,170.90	79,913.36	535,329.10	476,360.30
OJ TOT	*****PERSONAL SERVICES*	5,701,100.00	0.00	2,656,809.88	471,264.35	3,044,290.12	2,726,486.48
201	SOCIAL SECURITY	360,000.00	0.00	159,701.52	28,175.27	200,298.48	164,697.51
204	STATE RETIREMENT	355,000.00	0.00	163,095.24	29,016.67	191,904.76	157,119.75
205	EMPLOYEE INSURANCE	405,500.00	0.00	179,919.75	34,437.52	225,580.25	184,656.52
206	EMPLOYEE INSURANCE-LIFE	24,000.00	0.00	9,975.85	1,900.72	14,024.15	8,902.24
207	EMPLOYEE INSURANCE-HEALTH	538,000.00	0.00	247,607.83	44,846.46	290,392.17	253,426.40
208	EMPLOYEE INSURANCE-DENTAL	38,000.00	0.00	16,228.91	2,975.46	21,771.09	15,298.62
212	EMPLOYER MEDICARE LIABILITY	85,000.00	0.00	37,671.82	6,635.18	47,328.18	38,532.10
OJ TOT	*****EMPLOYEE BENEFITS*	1,805,500.00	0.00	814,200.92	147,987.28	991,299.08	822,633.14
310	CONTRACTS W/OTHER PUBLIC AG	61,000.00	19,609.80	41,793.88	13,851.25	5,595.00	40,556.68
312	CONTRACTS W/PRIVATE AGCY	33,000.00	3,420.00	20,065.92	0.00	26,870.08	8,546.20
336	MAINT & REPAIR - EQUIPMENT	2,000.00	760.00	726.11	0.00	2,000.00	240.00
399	OTHER CONTRACTED SERVICES	228,000.00	151,178.24	76,821.76	21,800.51	0.00	0.00
OJ TOT	*****CONTRACTED SERVICES	324,000.00	174,968.04	139,407.67	35,651.76	34,465.08	49,342.88
429	INSTRUCTIONAL SUPPLIES	58,000.00	2,776.85	31,866.97	2,303.53	23,737.23	22,777.53
499	OTHER SUPPLIES AND MATERIALS	1,000.00	0.00	0.00	0.00	1,000.00	443.29
OJ TOT	*****SUPPLIES & MATERIAL	59,000.00	2,776.85	31,866.97	2,303.53	24,737.23	23,220.82
725	SPECIAL EDUCATION EQUIP	8,000.00	689.95	2,891.93	0.00	4,418.12	6,166.90
OJ TOT	*****CAPITAL OUTLAY**	8,000.00	689.95	2,891.93	0.00	4,418.12	6,166.90
CC TOT	SPECIAL EDUCATION PROGRAM	7,897,600.00	178,434.84	3,645,177.37	657,206.92	4,099,209.63	3,627,850.22



REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71300: VOCATIONAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	2,372,500.00	0.00	1,144,105.43	191,207.12	1,228,394.57	1,112,050.58
117	CAREER LADDER PROGRAM	32,000.00	0.00	9,500.00	0.00	22,500.00	11,500.00
127	CAREER LADDER EXTENDED CONTRAC	5,000.00	0.00	0.00	0.00	5,000.00	0.00
OJ TOT	*****PERSONAL SERVICES*	2,409,500.00	0.00	1,153,605.43	191,207.12	1,255,894.57	1,123,550.58
201	SOCIAL SECURITY	146,000.00	0.00	69,064.77	11,440.68	76,935.23	67,336.94
204	STATE RETIREMENT	152,000.00	0.00	73,480.70	12,179.38	78,519.30	70,109.86
205	EMPLOYEE INSURANCE	197,000.00	0.00	92,626.40	16,125.88	104,373.60	82,386.37
206	EMPLOYEE INSURANCE-LIFE	10,000.00	0.00	4,879.91	881.10	5,120.09	4,093.12
207	EMPLOYEE INSURANCE-HEALTH	215,000.00	0.00	99,260.67	16,274.93	115,739.33	97,155.65
208	EMPLOYEE INSURANCE-DENTAL	14,500.00	0.00	6,635.94	1,110.18	7,864.06	6,026.73
212	EMPLOYER MEDICARE LIABILITY	35,000.00	0.00	16,152.21	2,675.66	18,847.79	15,748.35
OJ TOT	*****EMPLOYEE BENEFITS*	769,500.00	0.00	362,100.60	60,687.81	407,399.40	342,857.02
336	MAINT & REPAIR - EQUIPMENT	3,000.00	1,387.25	3,982.66	518.18	387.84	0.00
399	OTHER CONTRACTED SERVICES	3,000.00	390.01	3,000.00	0.00	0.00	3,000.00
OJ TOT	*****CONTRACTED SERVICES	6,000.00	1,777.26	6,982.66	518.18	387.84	3,000.00
429	INSTRUCTIONAL SUPPLIES	70,000.00	15,957.00	34,028.02	3,314.90	28,512.87	20,947.95
499	OTHER SUPPLIES & MATERIALS	3,000.00	394.32	2,282.67	0.00	2,873.01	400.00
OJ TOT	*****SUPPLIES & MATERIAL	73,000.00	16,351.32	36,310.69	3,314.90	31,385.88	21,347.95
506	LIABILITY INS	1,000.00	0.00	544.00	0.00	456.00	680.00
OJ TOT	*****OTHER CHARGES***	1,000.00	0.00	544.00	0.00	456.00	680.00
CC TOT	VOCATIONAL EDUCATION PROGRAM	3,259,000.00	18,128.58	1,559,543.38	255,728.01	1,695,523.69	1,491,435.55

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71600: ADULT EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	140,000.00	0.00	81,331.80	14,258.59	58,668.20	83,220.62
133	PARAPROFESSIONALS	10,000.00	0.00	3,693.00	505.00	6,307.00	6,035.50
138	INSTRUCTIONAL COMPUTER PERSONN	31,000.00	0.00	0.00	0.00	31,000.00	0.00
OJ TOT	*****PERSONAL SERVICES*	181,000.00	0.00	85,024.80	14,763.59	95,975.20	89,256.12
201	FICA-REGULAR	10,000.00	0.00	4,442.16	752.66	5,557.84	5,399.71
204	STATE RETIREMENT	6,000.00	0.00	2,722.68	453.78	3,277.32	2,111.55
206	EMPLOYEE INSURANCE-LIFE	300.00	0.00	155.44	28.14	144.56	128.00
207	EMPLOYEE INSURANCE-HEALTH	4,400.00	0.00	2,063.85	344.00	2,336.15	3,095.55
208	EMPLOYEE INSURANCE-DENTAL	300.00	0.00	135.92	23.00	164.08	188.28
212	FICA-MEDICARE	0.00	0.00	1,232.91	214.09	1,232.91-	1,291.63
OJ TOT	*****EMPLOYEE BENEFITS*	21,000.00	0.00	10,752.96	1,815.67	10,247.04	12,214.72
429	INSTR. SUPPLIES AND MATERIALS	15,500.00	1,606.61	3,464.78	0.00	10,428.61	4,837.60
OJ TOT	*****SUPPLIES & MATERIAL	15,500.00	1,606.61	3,464.78	0.00	10,428.61	4,837.60
513	WORKERS' COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	500.00
OJ TOT	*****OTHER CHARGES***	0.00	0.00	0.00	0.00	0.00	500.00
709	DATA PROCESSING EQUIPMENT	1,900.00	0.00	0.00	0.00	1,900.00	0.00
790	OTHER EQUIPMENT	1,600.00	0.00	0.00	0.00	1,600.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	3,500.00	0.00	0.00	0.00	3,500.00	0.00
CC TOT	ADULT EDUCATION PROGRAM	221,000.00	1,606.61	99,242.54	16,579.26	120,150.85	106,808.44

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71900: OTHER

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
211	RETIREE BENEFITS	960,000.00	0.00	465,952.71	187,457.40	494,047.29	305,761.57
OJ TOT	*****EMPLOYEE BENEFITS*	960,000.00	0.00	465,952.71	187,457.40	494,047.29	305,761.57
599	OTHER CHARGES	15,000.00	226.25	9,905.86	0.00	5,875.50	10,823.74
OJ TOT	*****OTHER CHARGES***	15,000.00	226.25	9,905.86	0.00	5,875.50	10,823.74
CC TOT	OTHER	975,000.00	226.25	475,858.57	187,457.40	499,922.79	316,585.31

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72110: ATTENDANCE

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	85,600.00	0.00	49,906.78	7,129.54	35,693.22	49,097.44
162	CLERICAL PERSONNEL	37,500.00	0.00	13,351.62	3,154.84	24,148.38	26,780.82
OJ TOT	*****PERSONAL SERVICES*	123,100.00	0.00	63,258.40	10,284.38	59,841.60	75,878.26
201	SOCIAL SECURITY	7,700.00	0.00	3,754.90	609.70	3,945.10	4,570.96
204	STATE RETIREMENT	9,500.00	0.00	3,828.13	706.49	5,671.87	5,111.07
205	EMPLOYEE INSURANCE	13,000.00	0.00	8,774.98	1,458.71	4,225.02	6,308.93
206	EMPLOYEE INSURANCE-LIFE	450.00	0.00	174.03	31.96	275.97	211.32
207	EMPLOYEE INSURANCE-HEALTH	12,500.00	0.00	6,191.55	1,032.00	6,308.45	8,367.36
208	EMPLOYEE INSURANCE-DENTAL	850.00	0.00	379.58	63.36	470.42	482.62
212	EMPLOYER MEDICARE LIABILITY	1,900.00	0.00	878.12	142.58	1,021.88	1,069.08
OJ TOT	*****EMPLOYEE BENEFITS*	45,900.00	0.00	23,981.29	4,044.80	21,918.71	26,121.34
CC TOT	ATTENDANCE	169,000.00	0.00	87,239.69	14,329.18	81,760.31	101,999.60

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72120: HEALTH SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
131	MEDICAL PERSONNEL	437,000.00	0.00	224,313.97	41,888.08	212,686.03	181,649.65
161	SECRETARYS	13,600.00	0.00	6,232.71	1,133.22	7,367.29	0.00
189	OTHER SALARIES & WAGES	56,200.00	0.00	27,706.68	4,617.78	28,493.32	0.00
OJ TOT	*****PERSONAL SERVICES*	506,800.00	0.00	258,253.36	47,639.08	248,546.64	181,649.65
201	SOCIAL SECURITY	31,350.00	0.00	15,504.50	2,879.85	15,845.50	10,821.68
204	STATE RETIREMENT	36,700.00	0.00	16,228.16	2,981.31	20,471.84	10,065.33
205	EMPLOYEE INSURANCE	36,000.00	0.00	12,644.40	2,108.00	23,355.60	10,534.00
206	EMPLOYEE INSURANCE-LIFE	1,750.00	0.00	662.08	132.80	1,087.92	405.76
207	EMPLOYEE INSURANCE-HEALTH	42,109.00	0.00	19,951.10	3,440.00	22,157.90	13,414.05
208	EMPLOYEE INSURANCE-DENTAL	2,776.00	0.00	1,256.38	214.63	1,519.62	815.88
212	FICA-MEDICARE	7,315.00	0.00	3,626.40	673.55	3,688.60	2,530.99
OJ TOT	*****EMPLOYEE BENEFITS*	158,000.00	0.00	69,873.02	12,430.14	88,126.98	48,587.69
348	POSTAL CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
349	PRINTING-STATIONERY & FORMS	2,000.00	0.00	238.00	0.00	1,762.00	0.00
355	TRAVEL	7,000.00	1,517.18	3,889.57	178.06	2,526.41	518.42
399	OTHER CONTRACTED SERVICES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	13,000.00	1,517.18	4,127.57	178.06	8,288.41	518.42
413	DRUGS & MEDICAL SUPPLIES	25,000.00	1,150.22	11,656.61	140.39	12,242.58	15,978.90
429	INSTRUCTIONAL SUPPLIES	36,200.00	769.77	32,013.01	0.00	3,417.22	0.00
499	OTHER SUPPLIES	1,000.00	0.00	754.50	0.00	245.50	0.00
OJ TOT	*****SUPPLIES & MATERIAL	62,200.00	1,919.99	44,424.12	140.39	15,905.30	15,978.90
524	IN SERVICE/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	541.47
OJ TOT	*****OTHER CHARGES***	0.00	0.00	0.00	0.00	0.00	541.47
790	OTHER EQUIPMENT	0.00	0.00	695.99	0.00	695.99-	0.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	695.99	0.00	695.99-	0.00
CC TOT	HEALTH SERVICES	740,000.00	3,437.17	377,374.06	60,387.67	360,171.34	247,276.13

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72121: REGULAR INSTRUCTION-CHAPTERII 87-01

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	21,476.61
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	0.00	0.00	0.00	21,476.61
201	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	1,331.51
204	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.00	2,192.77
206	EMPLOYEE INSURANCE-LIFE	0.00	0.00	0.00	0.00	0.00	64.00
207	EMPLOYEE INSURANCE-HEALTH	0.00	0.00	0.00	0.00	0.00	343.95
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	0.00	0.00	0.00	20.92
212	FICA-MEDICARE	0.00	0.00	0.00	0.00	0.00	311.38
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	0.00	0.00	0.00	4,264.53
348	POSTAL CHARGES	0.00	0.00	2,494.80	0.00	0.00	0.00
349	PRINTING-STATIONERY & FORMS	0.00	0.00	70.23	0.00	0.00	413.04
355	TRAVEL	0.00	0.00	0.00	0.00	0.00	1,692.51
OJ TOT	*****CONTRACTED SERVICES	0.00	0.00	2,565.03	0.00	0.00	2,105.55
429	INSTRUCTIONAL SUPPLIES	0.00	0.00	10,140.96	0.00	494.00	172.78
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	10,140.96	0.00	494.00	172.78
790	OTHER EQUIPMENT	0.00	0.00	7,326.15	0.00	0.00	1,170.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	7,326.15	0.00	0.00	1,170.00
CC TOT	REGULAR INSTRUCTION-CHAPTERII	0.00	0.00	20,032.14	0.00	494.00	29,189.47

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72130: OTHER STUDENT SUPPORT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
123	GUIDANCE PERSONNEL	1,360,000.00	0.00	658,680.67	109,780.12	701,319.33	647,758.29
130	SOCIAL WORKERS	19,200.00	0.00	12,550.04	3,145.34	6,649.96	0.00
161	SECRETARY	54,000.00	0.00	20,552.57	4,001.54	33,447.43	22,427.20
OJ TOT	*****PERSONAL SERVICES*	1,433,200.00	0.00	691,783.28	116,927.00	741,416.72	670,185.49
201	SOCIAL SECURITY	90,400.00	0.00	42,348.77	7,084.31	48,051.23	40,734.12
204	STATE RETIREMENT	96,900.00	0.00	45,609.34	7,660.36	51,290.66	42,709.67
205	EMPLOYEE INSURANCE - DEPENDENT	81,950.00	0.00	39,776.80	6,587.50	42,173.20	34,762.20
206	EMPLOYEE INSURANCE-LIFE	7,600.00	0.00	2,666.80	468.78	4,933.20	2,343.56
207	EMPLOYEE INSURANCE-HEALTH	124,200.00	0.00	57,951.23	9,938.85	66,248.77	56,224.80
208	EMPLOYEE INSURANCE-DENTAL	8,380.00	0.00	3,805.84	664.52	4,574.16	3,407.47
212	FICA-MEDICARE	21,050.00	0.00	9,914.06	1,656.81	11,135.94	9,526.74
OJ TOT	*****EMPLOYEE BENEFITS*	430,480.00	0.00	202,072.84	34,061.13	228,407.16	189,708.56
307	COMMUNICATION	400.00	0.00	0.00	0.00	400.00	0.00
322	EVALUATION & TESTING	97,200.00	36,684.43	24,596.41	12,432.43	45,183.50	13,480.45
355	TRAVEL	1,200.00	992.70	107.30	0.00	100.00	0.00
399	OTHER CONTRACTED SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
OJ TOT	*****CONTRACTED SERVICES	99,300.00	37,677.13	24,703.71	12,432.43	46,183.50	13,480.45
429	INSTRUCTIONAL SUPPLIES	500.00	18.54	267.46	0.00	214.00	0.00
435	OFFICE SUPPLIES	200.00	0.00	55.00	0.00	145.00	0.00
457	IN SERVICE - STAFF DEVELOPMENT	400.00	0.00	18.19	0.00	381.81	0.00
499	OTHER SUPPLIES & MATERIALS	4,000.00	20.30	5,004.98	0.00	1,004.98-	5,000.00
OJ TOT	*****SUPPLIES & MATERIAL	5,100.00	38.84	5,345.63	0.00	264.17-	5,000.00
CC TOT	OTHER STUDENT SUPPORT	1,968,080.00	37,715.97	923,905.46	163,420.56	1,015,743.21	878,374.50

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72131: STATE GRANT - FAMILY RESOURCE CENTER

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
130	SOCIAL WORKERS	0.00	0.00	0.00	0.00	0.00	13,024.75
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	0.00	0.00	0.00	13,024.75
201	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	800.15
204	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.00	812.75
205	EMPLOYEE INSURANCE - DEPENDENT	0.00	0.00	0.00	0.00	0.00	263.35
206	EMPLOYEE INSURANCE-LIFE	0.00	0.00	0.00	0.00	0.00	32.00
207	EMPLOYEE INSURANCE-HEALTH	0.00	0.00	0.00	0.00	0.00	687.90
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	0.00	0.00	0.00	41.84
212	FICA-MEDICARE	0.00	0.00	0.00	0.00	0.00	187.14
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	0.00	0.00	0.00	2,825.13
355	TRAVEL	0.00	851.96	674.54	19.14	0.00	385.94
399	OTHER CONTRACTED SERVICES	0.00	75.00	0.00	0.00	0.00	198.80
OJ TOT	*****CONTRACTED SERVICES	0.00	926.96	674.54	19.14	0.00	584.74
429	INSTRUCTIONAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	500.00
435	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	223.39
457	IN SERVICE - STAFF DEVELOPMENT	0.00	150.00	0.00	0.00	0.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	0.00	150.00	0.00	0.00	0.00	723.39
CC TOT	STATE GRANT - FAMILY RESOURCE	0.00	1,076.96	674.54	19.14	0.00	17,158.01



REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72210: REGULAR INSTRUCTION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	122,500.00	0.00	57,434.50	7,437.84	65,065.50	51,255.54
129	LIBRARIANS	1,065,000.00	0.00	532,467.84	88,744.64	532,532.16	491,839.68
161	SECRETARYS	147,000.00	0.00	84,543.82	11,273.02	62,456.18	84,087.08
163	LIBRARY ASSISTANTS	197,000.00	0.00	88,879.99	16,252.58	108,120.01	78,863.50
OJ TOT	*****PERSONAL SERVICES*	1,531,500.00	0.00	763,326.15	123,708.08	768,173.85	706,045.80
201	SOCIAL SECURITY	95,000.00	0.00	45,465.23	7,315.86	49,534.77	42,080.88
204	STATE RETIREMENT	99,000.00	0.00	48,990.21	7,775.61	50,009.79	44,853.34
205	EMPLOYEE INSURANCE	109,000.00	0.00	43,598.94	6,744.86	65,401.06	46,320.01
206	EMPLOYEE INSURANCE-LIFE	7,100.00	0.00	2,509.04	439.12	4,590.96	2,207.23
207	EMPLOYEE INSURANCE-HEALTH	131,000.00	0.00	61,085.07	9,768.56	69,914.93	58,935.59
208	EMPLOYEE INSURANCE-DENTAL	8,900.00	0.00	4,131.25	676.13	4,768.75	3,710.16
212	EMPLOYER MEDICARE LIABILITY	22,500.00	0.00	10,632.85	1,710.93	11,867.15	9,841.38
OJ TOT	*****EMPLOYEE BENEFITS*	472,500.00	0.00	216,412.59	34,431.07	256,087.41	207,948.59
355	TRAVEL	11,000.00	6,092.31	7,114.92	1,036.58	282.42	3,328.22
356	TUITION	1,000.00	0.00	800.00	0.00	1,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	12,000.00	6,092.31	7,914.92	1,036.58	1,282.42	3,328.22
432	LIBRARY BOOKS	24,000.00	3,146.34	23,168.57	14,997.63	646.66	90,249.39
457	IN SERVICE - STAFF DEVELOPMENT	0.00	866.82	7,841.80	0.00	0.00	7,413.17
499	OTHER SUPPLIES & MATERIALS	3,000.00	840.00	1,893.00	0.00	1,992.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	27,000.00	4,853.16	32,903.37	14,997.63	2,638.66	97,662.56
CC TOT	REGULAR INSTRUCTION PROGRAM	2,043,000.00	10,945.47	1,020,557.03	174,173.36	1,028,182.34	1,014,985.17

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72220: SPECIAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	62,000.00	0.00	35,997.64	5,157.66	26,002.36	30,310.08
124	PSYCHOLOGICAL PERSONNEL	285,000.00	0.00	130,907.76	21,817.96	154,092.24	143,576.51
161	SECRETARYS	36,700.00	0.00	21,355.46	3,050.78	15,344.54	21,088.48
OJ TOT	*****PERSONAL SERVICES*	383,700.00	0.00	188,260.86	30,026.40	195,439.14	194,975.07
201	SOCIAL SECURITY	24,000.00	0.00	10,313.32	1,662.47	13,686.68	11,681.41
204	STATE RETIREMENT	26,500.00	0.00	11,819.75	1,883.34	14,680.25	11,482.09
205	EMPLOYEE INSURANCE	13,000.00	0.00	6,322.20	1,054.00	6,677.80	6,847.10
206	EMPLOYEE INSURANCE-LIFE	1,700.00	0.00	572.48	100.08	1,127.52	467.89
207	EMPLOYEE INSURANCE-HEALTH	25,000.00	0.00	12,383.10	2,064.00	12,616.90	11,350.35
208	EMPLOYEE INSURANCE-DENTAL	1,700.00	0.00	815.52	138.00	884.48	690.36
212	EMPLOYER MEDICARE LIABILITY	5,600.00	0.00	2,665.44	425.10	2,934.56	2,767.68
OJ TOT	*****EMPLOYEE BENEFITS*	97,500.00	0.00	44,891.81	7,326.99	52,608.19	45,286.88
355	TRAVEL	14,500.00	4,214.44	9,982.32	949.31	1,294.36	5,095.16
399	OTHER CONTRACTED SERVICES	1,500.00	0.00	2,708.00	0.00	262.00	2,508.00
OJ TOT	*****CONTRACTED SERVICES	16,000.00	4,214.44	12,690.32	949.31	1,556.36	7,603.16
524	IN SERVICE/STAFF DEVELOPMENT	5,000.00	0.00	2,909.83	0.00	2,090.17	1,781.32
OJ TOT	*****OTHER CHARGES***	5,000.00	0.00	2,909.83	0.00	2,090.17	1,781.32
CC TOT	SPECIAL EDUCATION PROGRAM	502,200.00	4,214.44	248,752.82	38,302.70	251,693.86	249,646.43

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72230: VOCATIONAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
161	SECRETARYS	48,800.00	0.00	22,323.73	4,058.86	26,476.27	21,847.10
OJ TOT	*****PERSONAL SERVICES*	48,800.00	0.00	22,323.73	4,058.86	26,476.27	21,847.10
201	SOCIAL SECURITY	3,000.00	0.00	1,358.36	249.09	1,641.64	1,327.07
204	STATE RETIREMENT	5,100.00	0.00	2,293.39	416.45	2,806.61	2,230.60
206	EMPLOYEE INSURANCE-LIFE	250.00	0.00	96.69	20.16	153.31	77.09
207	EMPLOYEE INSURANCE-HEALTH	8,500.00	0.00	4,016.02	665.65	4,483.98	4,035.29
208	EMPLOYEE INSURANCE-DENTAL	600.00	0.00	259.81	44.50	340.19	239.79
212	EMPLOYER MEDICARE LIABILITY	750.00	0.00	317.72	58.27	432.28	310.37
OJ TOT	*****EMPLOYEE BENEFITS*	18,200.00	0.00	8,341.99	1,454.12	9,858.01	8,220.21
348	POSTAL CHARGES	400.00	0.00	399.92	0.00	0.08	257.00
355	TRAVEL	1,000.00	672.80	1,072.25	0.00	903.76	55.20
356	TUITION	500.00	0.00	25.00	0.00	500.00	0.00
OJ TOT	*****CONTRACTED SERVICES	1,900.00	672.80	1,497.17	0.00	1,403.84	312.20
435	OFFICE SUPPLIES	2,500.00	1,346.44	1,137.47	0.00	48.72	888.37
499	OTHER SUPPLIES & MATERIALS	1,000.00	170.49	572.43	0.00	1,000.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	3,500.00	1,516.93	1,709.90	0.00	1,048.72	888.37
790	OTHER EQUIPMENT	1,000.00	0.00	1,935.00	0.00	1,000.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	1,000.00	0.00	1,935.00	0.00	1,000.00	0.00
CC TOT	VOCATIONAL EDUCATION PROGRAM	73,400.00	2,189.73	35,807.79	5,512.98	39,786.84	31,267.88

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72260: ADULT PROGRAMS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	52,700.00	0.00	26,318.04	4,386.34	26,381.96	25,789.42
162	CLERICAL PERSONNEL	22,500.00	0.00	10,200.30	1,854.60	12,299.70	11,943.70
OJ TOT	*****PERSONAL SERVICES*	75,200.00	0.00	36,518.34	6,240.94	38,681.66	37,733.12
201	SOCIAL SECURITY	4,500.00	0.00	2,136.25	368.44	2,363.75	2,210.42
204	STATE RETIREMENT	5,700.00	0.00	2,736.65	471.88	2,963.35	2,828.75
205	EMPLOYEE INSURANCE	6,500.00	0.00	3,161.10	527.00	3,338.90	3,160.20
206	EMPLOYEE INSURANCE-LIFE	300.00	0.00	142.63	25.24	157.37	141.12
207	EMPLOYEE INSURANCE-HEALTH	8,300.00	0.00	4,127.70	688.00	4,172.30	4,127.40
208	EMPLOYEE INSURANCE-DENTAL	600.00	0.00	271.84	46.00	328.16	251.04
212	FICA-MEDICARE	1,100.00	0.00	499.60	86.18	600.40	516.95
OJ TOT	*****EMPLOYEE BENEFITS*	27,000.00	0.00	13,075.77	2,212.74	13,924.23	13,235.88
302	ADVERTISING	500.00	0.00	0.00	0.00	500.00	0.00
399	OTHER CONTRACTED SERVICES	2,500.00	0.00	388.00	0.00	2,500.00	1,424.00
OJ TOT	*****CONTRACTED SERVICES	3,000.00	0.00	388.00	0.00	3,000.00	1,424.00
524	LONGEVITY PAY	7,000.00	378.68	2,738.48	0.00	3,882.84	1,902.63
599	OTHER CHARGES	800.00	0.00	0.00	0.00	800.00	388.00
OJ TOT	*****OTHER CHARGES***	7,800.00	378.68	2,738.48	0.00	4,682.84	2,290.63
CC TOT	ADULT PROGRAMS	113,000.00	378.68	52,720.59	8,453.68	60,288.73	54,683.63

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72290: OTHER PROGRAMS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
130	SOCIAL WORKERS	27,500.00	0.00	10,568.52	1,761.42	16,931.48	15,943.80
163	AIDES	40,000.00	0.00	18,019.49	3,386.32	21,980.51	17,272.52
OJ TOT	*****PERSONAL SERVICES*	67,500.00	0.00	28,588.01	5,147.74	38,911.99	33,216.32
201	SOCIAL SECURITY	4,200.00	0.00	1,665.72	301.60	2,534.28	1,890.29
204	STATE RETIREMENT	7,000.00	0.00	1,898.38	403.96	5,101.62	2,692.38
205	EMPLOYEE INSURANCE	13,000.00	0.00	3,161.10	527.00	9,838.90	6,320.40
206	EMPLOYEE INSURANCE-LIFE	350.00	0.00	124.70	26.04	225.30	114.16
207	EMPLOYEE INSURANCE-HEALTH	17,000.00	0.00	5,847.75	1,032.00	11,152.25	7,910.85
208	EMPLOYEE INSURANCE-DENTAL	1,150.00	0.00	384.61	69.00	765.39	481.16
212	FICA-MEDICARE	1,000.00	0.00	389.54	70.52	610.46	442.11
OJ TOT	*****EMPLOYEE BENEFITS*	43,700.00	0.00	13,471.80	2,430.12	30,228.20	19,851.35
CC TOT	OTHER PROGRAMS	111,200.00	0.00	42,059.81	7,577.86	69,140.19	53,067.67

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72310: BOARD OF EDUCATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	90,000.00	0.00	35,863.16	6,778.54	54,136.84	46,347.89
191	BOARD-COMMITTEE MEMBERS FEE	37,800.00	0.00	22,050.00	3,150.00	15,750.00	18,375.00
OJ TOT	*****PERSONAL SERVICES*	127,800.00	0.00	57,913.16	9,928.54	69,886.84	64,722.89
201	SOCIAL SECURITY	8,000.00	0.00	3,518.05	601.16	4,481.95	3,937.35
204	STATE RETIREMENT	7,000.00	0.00	2,673.80	515.61	4,326.20	3,315.49
205	EMPLOYEE INSURANCE - DEPENDENT	5,000.00	0.00	2,604.93	560.95	2,395.07	2,357.18
206	EMPLOYEE INSURANCE - LIFE	500.00	0.00	29.23-	0.00	529.23	29.23-
207	EMPLOYEE INSURANCE - HEALTH	5,000.00	0.00	1,586.16	247.38	3,413.84	1,276.44
208	EMPLOYEE INSURANCE - DENTAL	800.00	0.00	327.08	63.24	472.92	305.74
210	UNEMPLOYMENT COMPENSATION	30,000.00	0.00	6,097.00	1,530.50	23,903.00	16,436.42
212	FICA-MEDICARE	1,800.00	0.00	824.56	140.68	975.44	922.43
OJ TOT	*****EMPLOYEE BENEFITS*	58,100.00	0.00	17,602.35	3,659.52	40,497.65	28,521.82
305	AUDIT SERVICES	31,000.00	0.00	31,000.00	0.00	0.00	29,000.00
320	DUES & MEMBERSHIPS	9,000.00	0.00	8,145.00	0.00	855.00	8,477.00
331	LEGAL FEES	15,000.00	0.00	3,737.25	1,837.50	11,262.75	8,667.00
349	PRINTING	3,000.00	720.00	2,402.50	0.00	105.00	1,294.00
355	TRAVEL	2,000.00	906.92	1,083.30	248.20	374.90	1,443.50
356	TUITION	1,000.00	0.00	415.00	0.00	585.00	960.00
399	OTHER CONTRACTED SERVICES	22,000.00	8,211.95	13,488.60-	0.00	35,675.05	22,313.00-
OJ TOT	*****CONTRACTED SERVICES	83,000.00	9,838.87	33,294.45	2,085.70	48,857.70	27,528.50
499	OTHER SUPPLIES & MATERIALS	5,000.00	912.45	2,924.78	136.00	4,173.00	2,608.32
OJ TOT	*****SUPPLIES & MATERIAL	5,000.00	912.45	2,924.78	136.00	4,173.00	2,608.32
506	LIABILITY INSURANCE	86,000.00	0.00	85,490.00	0.00	510.00	490.00
510	TRUSTEES COMMISSION	593,000.00	0.00	351,375.02	0.00	241,624.98	379,372.93
513	WORKMANS COMPENSATION INS	161,555.00	0.00	161,555.00	161,555.00	0.00	153,000.00
599	OTHER CHARGES	10,000.00	503.71	8,672.56	263.57	1,749.87	10,933.26
OJ TOT	*****OTHER CHARGES***	850,555.00	503.71	607,092.58	161,818.57	243,884.85	543,796.19
CC TOT	BOARD OF EDUCATION	1,124,455.00	11,255.03	718,827.32	177,628.33	407,300.04	667,177.72

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72320: DIRECTOR OF SCHOOLS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
101	COUNTY OFFICIAL/ADMIN OFFIC	111,500.00	0.00	64,223.31	9,151.98	47,276.69	62,357.39
105	SUPERVISOR	88,600.00	0.00	51,629.34	7,375.62	36,970.66	50,767.78
117	CAREER LADDER PROGRAM	1,000.00	0.00	0.00	0.00	1,000.00	0.00
161	SECRETARYS	44,200.00	0.00	25,723.60	3,674.80	18,476.40	26,101.90
162	CLERICAL PERSONNEL	38,500.00	0.00	22,399.02	3,199.86	16,100.98	22,132.04
189	OTHER SALARIES & WAGES	20,000.00	0.00	5,562.87	874.46	14,437.13	5,883.74
OJ TOT	*****PERSONAL SERVICES*	303,800.00	0.00	169,538.14	24,276.72	134,261.86	167,242.85
201	SOCIAL SECURITY	19,000.00	0.00	9,648.83	1,471.44	9,351.17	9,567.29
204	STATE RETIREMENT	25,000.00	0.00	14,780.53	2,152.98	10,219.47	14,648.26
205	EMPLOYEE INSURANCE	13,000.00	0.00	9,682.13	1,712.74	3,317.87	7,373.80
206	EMPLOYEE INSURANCE-LIFE	2,500.00	0.00	954.99	161.98	1,545.01	1,076.35
207	EMPLOYEE INSURANCE-HEALTH	17,500.00	0.00	8,654.90	1,462.00	8,845.10	10,211.25
208	EMPLOYEE INSURANCE-DENTAL	1,200.00	0.00	569.90	97.75	630.10	621.08
209	DISABILITY INSURANCE	1,500.00	0.00	819.00	117.00	681.00	819.00
212	EMPLOYER MEDICARE LIABILITY	4,500.00	0.00	2,409.60	344.13	2,090.40	2,395.79
OJ TOT	*****EMPLOYEE BENEFITS*	84,200.00	0.00	47,519.88	7,520.02	36,680.12	46,712.82
307	COMMUNICATION	20,000.00	0.00	0.00	0.00	20,000.00	19,814.67
320	DUES & MEMBERSHIPS	5,000.00	3,341.00	615.00	0.00	1,244.00	420.00
348	POSTAL CHARGES	11,000.00	0.00	4,588.62	425.34	6,411.38	3,723.56
349	PRINTING	5,000.00	3.86	6,001.45	2,741.44	1,723.26	100.00
355	TRAVEL	1,000.00	97.20	626.26	0.00	851.54	425.00
399	OTHER CONTRACTED SERVICES	17,000.00	7,845.40	10,359.29	3,578.53	483.05	6,236.52
OJ TOT	*****CONTRACTED SERVICES	59,000.00	11,287.46	22,190.62	6,745.31	30,713.23	30,719.75
435	OFFICE SUPPLIES	16,000.00	3,851.34	11,541.02	770.71	2,871.91	11,134.50
499	OTHER SUPPLIES	5,000.00	857.89	2,416.59	140.30	2,833.57	2,535.86
OJ TOT	*****SUPPLIES & MATERIAL	21,000.00	4,709.23	13,957.61	911.01	5,705.48	13,670.36
599	OTHER CHARGES	10,000.00	1,491.43	9,245.76	0.00	131.66	13,146.39
OJ TOT	*****OTHER CHARGES***	10,000.00	1,491.43	9,245.76	0.00	131.66	13,146.39
709	DATA PROCESSING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	1,799.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	0.00	0.00	0.00	1,799.00
CC TOT	DIRECTOR OF SCHOOLS	478,000.00	17,488.12	262,452.01	39,453.06	207,492.35	273,291.17

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72410: OFFICE OF THE PRINCIPAL

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
104	PRINCIPALS	1,479,500.00	0.00	736,371.64	122,728.00	743,128.36	677,024.64
119	ACCOUNTANTS/BOOKKEEPERS	56,000.00	0.00	25,716.41	4,652.06	30,283.59	11,691.02
139	ASSISTANT PRINCIPAL	1,122,500.00	0.00	561,061.32	93,510.22	561,438.68	480,902.74
161	SECRETARYS	1,000,500.00	0.00	468,354.42	86,365.90	532,145.58	440,807.01
162	CLERICAL PERSONNEL	0.00	0.00	0.00	0.00	0.00	1,861.98
OJ TOT	*****PERSONAL SERVICES*	3,658,500.00	0.00	1,791,503.79	307,256.18	1,866,996.21	1,612,287.39
201	SOCIAL SECURITY	220,200.00	0.00	107,591.37	18,463.92	112,608.63	96,473.31
204	STATE RETIREMENT	265,000.00	0.00	128,140.86	22,209.10	136,859.14	115,957.89
205	EMPLOYEE INSURANCE	272,500.00	0.00	128,135.46	21,549.50	144,364.54	125,220.12
206	EMPLOYEE INSURANCE-LIFE	12,500.00	0.00	5,693.09	1,023.76	6,806.91	4,839.82
207	EMPLOYEE INSURANCE-HEALTH	318,000.00	0.00	151,658.29	25,404.44	166,341.71	145,403.22
208	EMPLOYEE INSURANCE-DENTAL	21,500.00	0.00	10,270.03	1,753.28	11,229.97	8,921.70
212	EMPLOYER MEDICARE LIABILITY	52,000.00	0.00	25,174.35	4,318.20	26,825.65	22,562.47
OJ TOT	*****EMPLOYEE BENEFITS*	1,161,700.00	0.00	556,663.45	94,722.20	605,036.55	519,378.53
307	COMMUNICATION	282,000.00	78,403.63	176,230.63	20,872.48	27,424.33	148,616.17
320	DUES & MEMBERSHIPS	5,000.00	0.00	3,750.00	0.00	1,250.00	8,850.00
355	TRAVEL	2,000.00	0.00	1,306.58	0.00	872.62	0.00
356	TUITION	1,000.00	0.00	140.00	0.00	860.00	0.00
399	OTHER CONTRACTED SERVICES	45,000.00	42,164.79	219.20	0.00	3,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	335,000.00	120,568.42	181,646.41	20,872.48	33,406.95	157,466.17
499	OTHER SUPPLIES	5,000.00	172.50	2,295.80	0.00	5,000.00	432.00
OJ TOT	*****SUPPLIES & MATERIAL	5,000.00	172.50	2,295.80	0.00	5,000.00	432.00
599	OTHER CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
OJ TOT	*****OTHER CHARGES***	1,000.00	0.00	0.00	0.00	1,000.00	0.00
790	OTHER EQUIPMENT	0.00	1,290.00	0.00	0.00	0.00	983.98
OJ TOT	*****CAPITAL OUTLAY**	0.00	1,290.00	0.00	0.00	0.00	983.98
CC TOT	OFFICE OF THE PRINCIPAL	5,161,200.00	122,030.92	2,532,109.45	422,850.86	2,511,439.71	2,290,548.07

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72510: FISCAL SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
119	ACCOUNTANTS/BOOKKEEPERS	128,500.00	0.00	71,990.72	10,003.46	56,509.28	67,575.57
OJ TOT	*****PERSONAL SERVICES*	128,500.00	0.00	71,990.72	10,003.46	56,509.28	67,575.57
201	SOCIAL SECURITY	8,000.00	0.00	4,136.49	565.20	3,863.51	3,888.04
204	STATE RETIREMENT	13,500.00	0.00	7,386.27	1,026.36	6,113.73	6,899.53
205	EMPLOYEE INSURANCE - DEPENDENT	14,000.00	0.00	7,375.60	1,054.00	6,624.40	7,110.45
206	EMPLOYEE INSURANCE-LIFE	700.00	0.00	314.16	49.98	385.84	265.28
207	EMPLOYEE INSURANCE-HEALTH	13,500.00	0.00	7,223.55	1,032.00	6,276.45	7,222.95
208	EMPLOYEE INSURANCE-DENTAL	900.00	0.00	470.52	69.00	429.48	439.32
212	EMPLOYER MEDICARE LIABILITY	1,900.00	0.00	967.33	132.16	932.67	909.25
OJ TOT	*****EMPLOYEE BENEFITS*	52,500.00	0.00	27,873.92	3,928.70	24,626.08	26,734.82
CC TOT	FISCAL SERVICES	181,000.00	0.00	99,864.64	13,932.16	81,135.36	94,310.39

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72610: OPERATION OF PLANT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
166	CUSTODIAL PERSONNEL	2,450,000.00	0.00	1,445,390.18	208,128.79	1,004,609.82	1,317,184.96
189	OTHER SALARIES & WAGES	2,000.00	0.00	418.22	0.00	1,581.78	1,366.44
OJ TOT	*****PERSONAL SERVICES*	2,452,000.00	0.00	1,445,808.40	208,128.79	1,006,191.60	1,318,551.40
201	SOCIAL SECURITY	148,000.00	0.00	86,599.81	12,459.79	61,400.19	79,101.78
204	STATE RETIREMENT	235,000.00	0.00	128,351.54	18,528.53	106,648.46	120,276.88
205	EMPLOYEE INSURANCE - DEPENDENT	278,500.00	0.00	152,947.67	21,788.57	125,552.33	128,495.89
206	EMPLOYEE INSURANCE-LIFE	9,500.00	0.00	6,043.86	966.00	3,456.14	4,684.16
207	EMPLOYEE INSURANCE-HEALTH	388,500.00	0.00	206,705.29	29,764.65	181,794.71	191,113.30
208	EMPLOYEE INSURANCE-DENTAL	26,000.00	0.00	13,566.20	1,997.87	12,433.80	11,734.31
212	EMPLOYER MEDICARE LIABILITY	36,000.00	0.00	20,252.99	2,913.96	15,747.01	18,499.61
OJ TOT	*****EMPLOYEE BENEFITS*	1,121,500.00	0.00	614,467.36	88,419.37	507,032.64	553,905.93
322	EVALUATION & TESTING	1,000.00	975.00	1,425.00	225.00	0.00	1,050.00
399	OTHER CONTRACTED SERVICES	156,000.00	47,320.48	92,198.63	6,608.86	17,983.28	117,057.39
OJ TOT	*****CONTRACTED SERVICES	157,000.00	48,295.48	93,623.63	6,833.86	17,983.28	118,107.39
410	CUSTODIAL SUPPLIES	200,000.00	5,415.22	159,701.63	13,513.42	34,883.15	111,720.20
415	ELECTRICITY	2,611,700.00	0.00	1,465,087.07	189,379.84	1,146,612.93	1,243,254.19
423	FUEL OIL	35,000.00	1,812.20	17,774.31	0.00	20,512.00	28,877.08
434	NATURAL GAS	247,000.00	0.00	132,485.42	51,263.44	114,514.58	84,238.25
454	WATER & SEWER	314,000.00	0.00	152,653.08	16,218.90	161,346.92	165,680.56
OJ TOT	*****SUPPLIES & MATERIAL	3,407,700.00	7,227.42	1,927,701.51	270,375.60	1,477,869.58	1,633,770.28
502	BUILDING AND CONTENTS INS	91,250.00	0.00	91,250.00	0.00	0.00	0.00
OJ TOT	*****OTHER CHARGES***	91,250.00	0.00	91,250.00	0.00	0.00	0.00
720	PLANT OPERATION EQUIP	47,000.00	0.00	42,643.22	0.00	4,356.78	4,988.00
OJ TOT	*****CAPITAL OUTLAY**	47,000.00	0.00	42,643.22	0.00	4,356.78	4,988.00
CC TOT	OPERATION OF PLANT	7,276,450.00	55,522.90	4,215,494.12	573,757.62	3,013,433.88	3,629,323.00

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72620: MAINTENANCE OF PLANT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	44,700.00	0.00	7,437.84	7,437.84	37,262.16	44,271.84
161	SECRETARY	38,500.00	0.00	18,514.90	2,593.16	19,985.10	22,132.04
167	MAINTENANCE PERSONNEL	607,500.00	0.00	350,233.79	49,377.60	257,266.21	348,318.76
189	OTHER SALARIES & WAGES	5,000.00	0.00	0.00	0.00	5,000.00	2,050.58
OJ TOT	*****PERSONAL SERVICES*	695,700.00	0.00	376,186.53	59,408.60	319,513.47	416,773.22
201	SOCIAL SECURITY	42,000.00	0.00	22,530.94	3,559.64	19,469.06	25,114.98
204	STATE RETIREMENT	70,000.00	0.00	38,304.33	5,802.98	31,695.67	40,829.67
205	EMPLOYEE INSURANCE	41,100.00	0.00	29,863.00	4,742.85	11,237.00	25,323.71
206	EMPLOYEE INSURANCE-LIFE	3,000.00	0.00	1,646.00	273.50	1,354.00	1,504.64
207	EMPLOYEE INSURANCE-HEALTH	73,000.00	0.00	38,868.75	5,847.95	34,131.25	41,950.38
208	EMPLOYEE INSURANCE-DENTAL	5,000.00	0.00	2,362.39	368.00	2,637.61	2,405.10
212	EMPLOYER MEDICARE LIABILITY	10,000.00	0.00	5,269.11	832.45	4,730.89	5,873.75
OJ TOT	*****EMPLOYEE BENEFITS*	244,100.00	0.00	138,844.52	21,427.37	105,255.48	143,002.23
307	COMMUNICATION	900.00	0.00	530.67	154.19	369.33	469.79
335	MAINT & REP SERV-BLDGS	37,000.00	1,850.10	34,166.17	4,586.90	1,151.73	29,486.49
336	MAINT & REPAIR SERV-EQUIP	70,000.00	8,515.32	44,598.16	2,131.62	26,481.05	54,156.26
338	MAINTENANCE - VEHICLES	15,000.00	3,848.94	11,200.06	3,185.22	1,394.71	10,812.96
355	TRAVEL	0.00	0.00	0.00	0.00	0.00	835.00-
399	OTHER CONTRACTED SERVICES	178,000.00	85,508.96	104,251.63	8,018.84	2,310.95	81,866.86
OJ TOT	*****CONTRACTED SERVICES	300,900.00	99,723.32	194,746.69	18,076.77	31,707.77	175,957.36
418	EQUIPMENT & MACHINERY PARTS	100,000.00	9,976.63	83,275.57	6,030.43	12,090.52	59,894.43
425	GASOLINE	71,000.00	33,580.27	35,980.89	2,358.25	1,438.84	30,564.15
451	UNIFORMS	22,000.00	22,000.00	15,968.39	0.00	0.00	17,316.15
499	OTHER SUPPLIES & MATERIALS	203,000.00	17,405.21	143,195.74	21,224.85	44,132.09	143,566.93
OJ TOT	*****SUPPLIES & MATERIAL	396,000.00	82,962.11	278,420.59	29,613.53	57,661.45	251,341.66
599	OTHER CHARGES	22,800.00	11,742.00	11,742.00	1,957.00	684.00-	11,400.00
OJ TOT	*****OTHER CHARGES***	22,800.00	11,742.00	11,742.00	1,957.00	684.00-	11,400.00
717	MAINTENANCE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	955.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	0.00	0.00	0.00	955.00
CC TOT	MAINTENANCE OF PLANT	1,659,500.00	194,427.43	999,940.33	130,483.27	513,454.17	999,429.47

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72710: TRANSPORTATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR/DIRECTOR	60,700.00	0.00	30,309.96	5,051.66	30,390.04	29,714.19
162	CLERICAL PERSONNEL	37,100.00	0.00	21,610.26	3,087.18	15,489.74	21,343.42
OJ TOT	*****PERSONAL SERVICES*	97,800.00	0.00	51,920.22	8,138.84	45,879.78	51,057.61
201	SOCIAL SECURITY	6,100.00	0.00	3,180.73	497.58	2,919.27	3,124.28
204	STATE RETIREMENT	7,800.00	0.00	4,182.80	641.06	3,617.20	4,041.16
206	EMPLOYEE INSURANCE-LIFE	500.00	0.00	184.75	31.54	315.25	171.03
207	EMPLOYEE INSURANCE-HEALTH	8,500.00	0.00	4,471.65	688.00	4,028.35	4,471.35
208	EMPLOYEE INSURANCE-DENTAL	600.00	0.00	292.76	46.00	307.24	271.96
212	EMPLOYER MEDICARE LIABILITY	1,500.00	0.00	743.95	116.38	756.05	730.65
OJ TOT	*****EMPLOYEE BENEFITS*	25,000.00	0.00	13,056.64	2,020.56	11,943.36	12,810.43
313	CONTRACTS W/PARENTS	11,500.00	4,143.46	2,860.87	2,531.57	4,495.67	312.66
315	CONTRACTS W/VEHICLE OWNERS	3,070,200.00	2,760.00	1,809,408.44	273,634.05	1,258,031.56	1,723,681.55
338	MAINT & REPAIR SERV-VEHICLE	6,000.00	1,610.77	1,486.60	0.00	2,902.63	2,387.20
340	MEDICAL SERVICES	3,000.00	1,626.00	1,998.00	278.00	166.00	1,397.00
399	OTHER CONTRACTED SERVICES	550,000.00	30.00	343,824.84	55,124.00	206,932.15	268,788.01
OJ TOT	*****CONTRACTED SERVICES	3,640,700.00	10,170.23	2,159,578.75	331,567.62	1,472,528.01	1,996,566.42
450	TIRES & TUBES	1,500.00	0.00	0.00	0.00	1,500.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	1,500.00	0.00	0.00	0.00	1,500.00	0.00
511	VEHICLE & EQUIPMENT INS	265,000.00	2,457.00	262,543.00	419.00	0.00	147,913.00
OJ TOT	*****OTHER CHARGES***	265,000.00	2,457.00	262,543.00	419.00	0.00	147,913.00
CC TOT	TRANSPORTATION	4,030,000.00	12,627.23	2,487,098.61	342,146.02	1,531,851.15	2,208,347.46

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72810: CENTRAL AND OTHER

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR	44,700.00	0.00	44,627.04	0.00	72.96	7,322.22
116	TEACHERS	69,800.00	0.00	40,593.52	5,812.84	29,206.48	39,848.92
120	COMPUTER PROGRAMMERS	170,500.00	0.00	95,127.08	13,780.56	75,372.92	91,767.08
162	CLERICAL PERSONNEL	75,100.00	0.00	43,754.48	6,250.64	31,345.52	43,220.52
OJ TOT	*****PERSONAL SERVICES*	360,100.00	0.00	224,102.12	25,844.04	135,997.88	182,158.74
201	SOCIAL SECURITY	22,500.00	0.00	13,354.66	1,520.06	9,145.34	10,814.09
204	STATE RETIREMENT	33,000.00	0.00	19,743.31	2,435.07	13,256.69	15,076.94
205	EMPLOYEE INSURANCE - DEPENDENT	35,000.00	0.00	21,591.00	2,635.15	13,409.00	18,961.20
206	EMPLOYEE INSURANCE-LIFE	1,900.00	0.00	844.24	117.22	1,055.76	637.76
207	EMPLOYEE INSURANCE-HEALTH	31,000.00	0.00	18,906.76	2,408.05	12,093.24	16,509.60
208	EMPLOYEE INSURANCE-DENTAL	2,100.00	0.00	1,231.01	161.00	868.99	1,004.16
212	FICA-MEDICARE	5,400.00	0.00	3,123.36	355.51	2,276.64	2,529.03
OJ TOT	*****EMPLOYEE BENEFITS*	130,900.00	0.00	78,794.34	9,632.06	52,105.66	65,532.78
399	OTHER CONTRACTED SERVICES	129,000.00	16,069.85	57,937.14	0.00	54,993.01	81,176.70
OJ TOT	*****CONTRACTED SERVICES	129,000.00	16,069.85	57,937.14	0.00	54,993.01	81,176.70
411	DATA PROCESSING SUPPLIES	23,000.00	1,802.96	4,723.61	0.00	17,189.92	9,841.77
OJ TOT	*****SUPPLIES & MATERIAL	23,000.00	1,802.96	4,723.61	0.00	17,189.92	9,841.77
709	DATA PROCESSING EQUIPMENT	41,000.00	5,699.73	14,334.96	1,603.78	26,272.89	11,950.20
722	REGULAR INSTRUCTION EQUIPMENT	18,000.00	0.00	1,987.54	0.00	18,000.00	4,778.28
OJ TOT	*****CAPITAL OUTLAY**	59,000.00	5,699.73	16,322.50	1,603.78	44,272.89	16,728.48
CC TOT	CENTRAL AND OTHER	702,000.00	23,572.54	381,879.71	37,079.88	304,559.36	355,438.47

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 73400: EARLY CHILDHOOD EDUCATION

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	254,100.00	0.00	117,923.80	19,300.02	136,176.20	10,944.77
163	AIDES	75,900.00	0.00	31,890.36	5,906.89	44,009.64	5,994.56
OJ TOT	*****PERSONAL SERVICES*	330,000.00	0.00	149,814.16	25,206.91	180,185.84	16,939.33
201	SOCIAL SECURITY	21,015.00	0.00	9,066.81	1,521.71	11,948.19	1,010.15
204	STATE RETIREMENT	23,000.00	0.00	10,306.96	1,729.21	12,693.04	1,344.89
205	EMPLOYEE INSURANCE	23,000.00	0.00	6,244.54	1,054.00	16,755.46	2,370.15
206	EMPLOYEE INSURANCE-LIFE	1,200.00	0.00	697.96	125.58	502.04	57.92
207	EMPLOYEE INSURANCE-HEALTH	47,000.00	0.00	21,924.25	3,378.32	25,075.75	3,439.50
208	EMPLOYEE INSURANCE-DENTAL	3,500.00	0.00	1,429.57	224.20	2,070.43	209.20
212	FICA-MEDICARE	5,000.00	0.00	2,120.46	355.86	2,879.54	236.25
OJ TOT	*****EMPLOYEE BENEFITS*	123,715.00	0.00	51,790.55	8,388.88	71,924.45	8,668.06
429	INSTRUCTIONAL SUPPLIES	24,800.00	593.33	2,760.36	420.14	21,446.31	2,039.56
OJ TOT	*****SUPPLIES & MATERIAL	24,800.00	593.33	2,760.36	420.14	21,446.31	2,039.56
524	IN SERVICE/STAFF DEVELOPMENT	5,000.00	0.00	1,169.70	0.00	4,363.99	365.91
OJ TOT	*****OTHER CHARGES***	5,000.00	0.00	1,169.70	0.00	4,363.99	365.91
790	OTHER EQUIPMENT	12,000.00	0.00	0.00	0.00	12,000.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	12,000.00	0.00	0.00	0.00	12,000.00	0.00
CC TOT	EARLY CHILDHOOD EDUCATION	495,515.00	593.33	205,534.77	34,015.93	289,920.59	28,012.86

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 73401: EARLY CHILDHOOD PRESCHOOL GRANT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	0.00	0.00	0.00	0.00	0.00	104,587.84
163	EARLY CHILDHOOD PRESCHOOL GRAN	0.00	0.00	0.00	0.00	0.00	26,128.05
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	0.00	0.00	0.00	130,715.89
201	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	7,966.84
204	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.00	8,670.06
205	EMPLOYEE INSURANCE	0.00	0.00	0.00	0.00	0.00	3,686.90
206	EMPLOYEE INSURANCE-LIFE	0.00	0.00	0.00	0.00	0.00	485.08
207	EMPLOYEE INSURANCE-HEALTH	0.00	0.00	0.00	0.00	0.00	18,229.35
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	0.00	0.00	0.00	1,106.82
212	FICA-MEDICARE	0.00	0.00	0.00	0.00	0.00	1,863.11
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	0.00	0.00	0.00	42,008.16
429	INSTRUCTIONAL SUPPLIES	0.00	0.66	0.00	0.00	787.90	6,599.96
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.66	0.00	0.00	787.90	6,599.96
524	IN SERVICE/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	596.00	84.31
OJ TOT	*****OTHER CHARGES***	0.00	0.00	0.00	0.00	596.00	84.31
CC TOT	EARLY CHILDHOOD PRESCHOOL GRAN	0.00	0.66	0.00	0.00	1,383.90	179,408.32

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 76100: REGULAR CAPITAL OUTLAY

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OTHER CONTRACTED SERVICES	12,000.00	17,000.00	0.00	0.00	10,000.00	0.00
OJ TOT	*****CONTRACTED SERVICES	12,000.00	17,000.00	0.00	0.00	10,000.00	0.00
499	OTHER SUPPLIES & MATERIALS	15,591.00	0.00	14,822.48	8,060.40	768.52	0.00
OJ TOT	*****SUPPLIES & MATERIAL	15,591.00	0.00	14,822.48	8,060.40	768.52	0.00
706	BUILDING CONSTRUCTION	60,900.00	2,400.00	56,649.45	0.00	1,850.55	0.00
707	BUILDING IMPROVEMENTS	78,000.00	10,183.66	169,965.00	0.00	823.00	26,405.96
711	FURNITURE & FIXTURES	20,400.00	840.29	19,881.00	0.00	0.05	11,678.66
730	VOCATIONAL INSTRUCTION EQUI	0.00	0.00	100,000.00	0.00	0.00	0.00
790	OTHER EQUIPMENT	35,600.00	461.80	34,894.43	1,617.58	243.77	0.00
799	OTHER CAPITAL OUTLAY	80,500.00	900.00	67,724.00	0.00	19,226.00	93,027.04
OJ TOT	*****CAPITAL OUTLAY**	275,400.00	14,785.75	449,113.88	1,617.58	22,143.37	131,111.66
CC TOT	REGULAR CAPITAL OUTLAY	302,991.00	31,785.75	463,936.36	9,677.98	32,911.89	131,111.66

REPORT 240-100

FUND 141: GENERAL PURPOSE SCHOOL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 82130: DEBT SERVICE - EDUCATION

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
610	PRINCIPALS ON CAPITALIZED LEAS	118,200.00	0.00	118,111.14	0.00	88.86	126,584.03
611	INTREST ON CAPITALIZED LEASES	137,800.00	0.00	137,708.86	0.00	91.14	149,056.45
OJ TOT	*****DEBT SERVICES***	256,000.00	0.00	255,820.00	0.00	180.00	275,640.48
CC TOT	DEBT SERVICE - EDUCATION	256,000.00	0.00	255,820.00	0.00	180.00	275,640.48
FD TOT	GENERAL PURPOSE SCHOOL	78,980,745.00	926,397.14	40,836,018.03	6,442,498.26	37,789,462.46	39,200,206.75

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71100: REGULAR INSTRUCTION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	1,401,829.59	0.00	547,404.75	92,470.33	854,424.84	429,755.25
163	ED ASSISTANTS	811,667.80	0.00	350,663.50	64,835.76	461,004.30	341,849.70
OJ TOT	*****PERSONAL SERVICES*	2,213,497.39	0.00	898,068.25	157,306.09	1,315,429.14	771,604.95
201	SOCIAL SECURITY	129,001.74	0.00	49,272.72	8,587.56	79,729.02	46,641.49
204	STATE RETIREMENT	104,489.37	0.00	42,117.02	7,212.82	62,372.35	32,994.79
205	EMPLOYEE INSURANCE	76,222.00	0.00	34,512.05	5,797.00	41,709.95	17,139.35
206	EMPLOYEE INSURANCE-LIFE	7,466.73	0.00	2,524.72	460.64	4,942.01	1,896.95
207	EMPLOYEE INSURANCE-HEALTH	165,036.85	0.00	64,669.00	11,008.00	100,367.85	57,108.70
208	EMPLOYEE INSURANCE-DENTAL	10,886.06	0.00	4,353.60	759.00	6,532.46	3,761.94
212	FICA-MEDICARE	31,191.03	0.00	12,791.85	2,232.62	18,399.18	11,022.14
OJ TOT	*****EMPLOYEE BENEFITS*	524,293.78	0.00	210,240.96	36,057.64	314,052.82	170,565.36
336	MAINT & REPAIR - EQT	0.00	0.00	0.00	0.00	0.00	200.00
399	OTHER CONTRACTED SERVICES	36,436.88	0.00	16,159.88	0.00	20,277.00	12,757.00
OJ TOT	*****CONTRACTED SERVICES	36,436.88	0.00	16,159.88	0.00	20,277.00	12,957.00
429	INSTRUCTIONAL SUPPLIES	95,285.71	2,450.58	43,265.59	4,080.39	49,569.54	13,076.27
499	OTHER SUPPLIES & MATERIALS	30,000.00	0.00	0.00	0.00	30,000.00	0.00
OJ TOT	*****SUPPLIES & MATERIAL	125,285.71	2,450.58	43,265.59	4,080.39	79,569.54	13,076.27
513	WORKERS' COMPENSATION INS	6,961.91	0.00	0.00	0.00	6,961.91	351.31
524	IN SERVICE/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	41,219.94
599	OTHER CHARGES	37,928.16	2,810.21	14,134.12	2,443.30	21,039.42	6,592.61
OJ TOT	*****OTHER CHARGES***	44,890.07	2,810.21	14,134.12	2,443.30	28,001.33	48,163.86
722	REGULAR INSTRUCTION EQUIP	10,000.00	0.00	9,030.00	0.00	970.00	3,700.00
OJ TOT	*****CAPITAL OUTLAY**	10,000.00	0.00	9,030.00	0.00	970.00	3,700.00
CC TOT	REGULAR INSTRUCTION PROGRAM	2,954,403.83	5,260.79	1,190,898.80	199,887.42	1,758,299.83	1,020,067.44

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71200: SPECIAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
116	TEACHERS	125,000.00	0.00	22,160.04	3,693.34	102,839.96	21,677.64
162	CLERICAL	184,000.00	0.00	43,051.14	7,827.48	140,948.86	40,203.24
163	AIDES	2,170,120.00	0.00	408,700.11	75,766.97	1,761,419.89	421,419.58
OJ TOT	*****PERSONAL SERVICES*	2,479,120.00	0.00	473,911.29	87,287.79	2,005,208.71	483,300.46
201	SOCIAL SECURITY	154,764.00	0.00	27,934.36	5,140.73	126,829.64	28,871.51
204	STATE RETIREMENT	177,500.00	0.00	36,506.16	6,616.03	140,993.84	34,527.89
205	EMPLOYEE INSURANCE	231,900.00	0.00	48,738.95	9,486.00	183,161.05	45,296.20
206	EMPLOYEE INSURANCE-LIFE	11,450.00	0.00	1,670.76	344.40	9,779.24	1,369.92
207	EMPLOYEE INSURANCE-HEALTH	430,100.00	0.00	90,972.55	15,824.00	339,127.45	90,114.91
208	EMPLOYEE INSURANCE-DENTAL	30,750.00	0.00	6,591.08	1,150.00	24,158.92	6,276.00
212	FICA-MEDICARE	35,992.00	0.00	6,620.17	1,216.84	29,371.83	6,766.26
OJ TOT	*****EMPLOYEE BENEFITS*	1,072,456.00	0.00	219,034.03	39,778.00	853,421.97	213,222.69
399	OTHER CONTRACTED SERVICES	2,000.00	0.00	0.00	0.00	2,000.00	1,000.00
OJ TOT	*****CONTRACTED SERVICES	2,000.00	0.00	0.00	0.00	2,000.00	1,000.00
429	INSTRUCTIONAL SUPPLIES	21,360.00	18,481.84	2,167.70	0.00	1,673.16	17,587.43
OJ TOT	*****SUPPLIES & MATERIAL	21,360.00	18,481.84	2,167.70	0.00	1,673.16	17,587.43
513	WORKERS' COMPENSATION INS	8,454.00	0.00	0.00	0.00	8,454.00	0.00
524	IN SERVICE/STAFF DEVELOPMENT	6,000.00	1,500.00	4,500.00	0.00	0.00	0.00
OJ TOT	*****OTHER CHARGES***	14,454.00	1,500.00	4,500.00	0.00	8,454.00	0.00
CC TOT	SPECIAL EDUCATION PROGRAM	3,589,390.00	19,981.84	699,613.02	127,065.79	2,870,757.84	715,110.58

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71300: VOCATIONAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
161	SECRETARIES	47,215.00	0.00	13,650.56	1,950.08	33,564.44	11,696.88
OJ TOT	*****PERSONAL SERVICES*	47,215.00	0.00	13,650.56	1,950.08	33,564.44	11,696.88
201	SECRETARIES	2,940.00	0.00	846.30	120.90	2,093.70	725.25
204	STATE RETIREMENT	4,883.00	0.00	1,400.56	200.08	3,482.44	95.84
206	EMPLOYEE INSURANCE-LIFE	218.00	0.00	60.72	9.66	157.28	44.16
208	EMPLOYEE INSURANCE-DENTAL	276.00	0.00	0.00	0.00	276.00	0.00
212	FICA-MEDICARE	738.00	0.00	197.96	28.28	540.04	169.60
OJ TOT	*****EMPLOYEE BENEFITS*	9,055.00	0.00	2,505.54	358.92	6,549.46	1,034.85
348	POSTAL CHARGES	150.00	0.00	150.00	0.00	0.00	0.00
OJ TOT	*****CONTRACTED SERVICES	150.00	0.00	150.00	0.00	0.00	0.00
429	INSTRUCTIONAL SUPPLIES	88,519.64	10,787.79	26,021.01	0.00	59,868.73	28,624.51
435	OFFICE SUPPLIES	1,200.00	0.00	300.00	0.00	900.00	0.00
448	T & I CONSTR MATERIALS	0.00	0.00	0.00	0.00	0.00	205.82
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	898.30
OJ TOT	*****SUPPLIES & MATERIAL	89,719.64	10,787.79	26,321.01	0.00	60,768.73	29,728.63
513	WORKERS' COMPENSATION INS	175.00	0.00	0.00	0.00	175.00	0.00
524	IN SERVICE/STAFF DEVELOPMENT	2,000.00	749.40	50.60	0.00	1,200.00	552.00
599	OTHER CHARGES	7,000.00	915.00	0.00	0.00	6,085.00	2,692.64
OJ TOT	*****OTHER CHARGES***	9,175.00	1,664.40	50.60	0.00	7,460.00	3,244.64
730	VOCATIONAL INSTRUCTION EQUI	215,122.00	3,777.70	116,594.15	5,381.22	97,882.32	35,801.28
790	OTHER EQUIP	500.00	0.00	0.00	0.00	500.00	299.21
OJ TOT	*****CAPITAL OUTLAY**	215,622.00	3,777.70	116,594.15	5,381.22	98,382.32	36,100.49
CC TOT	VOCATIONAL EDUCATION PROGRAM	370,936.64	16,229.89	159,271.86	7,690.22	206,724.95	81,805.49

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72130: OTHER STUDENT SUPPORT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
130	SOCIAL WORKERS	37,680.00	0.00	6,322.00	0.00	31,358.00	20,038.08
163	OTHER STUDENT SUPPORT - DRUG F	0.00	0.00	0.00	0.00	0.00	1,886.04
189	OTHER SALARIES & WAGES	25,871.00	0.00	9,016.66	1,125.78	16,854.34	8,983.44
OJ TOT	*****PERSONAL SERVICES*	63,551.00	0.00	15,338.66	1,125.78	48,212.34	30,907.56
201	SOCIAL SECURITY	1,500.00	0.00	598.42	69.34	901.58	674.90
204	STATE RETIREMENT	2,412.00	0.00	796.52	103.50	1,615.48	900.96
206	EMPLOYEE INSURANCE-LIFE	95.00	0.00	26.08	4.20	68.92	20.16
207	EMPLOYEE INSURANCE-HEALTH	8,380.00	0.00	2,751.80	344.00	5,628.20	2,407.65
208	EMPLOYEE INSURANCE-DENTAL	580.00	0.00	179.84	23.00	400.16	146.44
212	FICA-MEDICARE	394.00	0.00	130.08	16.22	263.92	157.88
OJ TOT	*****EMPLOYEE BENEFITS*	13,361.00	0.00	4,482.74	560.26	8,878.26	4,307.99
322	EVALUATION & TESTING	20,000.00	0.00	6,250.00	0.00	13,750.00	103.90
355	TRAVEL	42,477.00	3,800.99	7,655.57	204.75	32,475.63	8,537.99
399	OTHER CONTRACTED SERVICES	2,508.00	2,582.00	418.00	418.00	492.00-	910.00
OJ TOT	*****CONTRACTED SERVICES	64,985.00	6,382.99	14,323.57	622.75	45,733.63	9,551.89
513	WORKERS' COMPENSATION INS	195.00	0.00	0.00	0.00	195.00	0.00
524	IN SERVICE/STAFF DEVELOPMENT	220,207.66	10,469.48	59,230.54	2,120.00	152,980.64	33,359.47
599	OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	828.11
OJ TOT	*****OTHER CHARGES***	220,402.66	10,469.48	59,230.54	2,120.00	153,175.64	34,187.58
709	DATA PROCESSING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	663.61
790	OTHER EQUIPMENT	5,200.00	0.00	3,271.90	799.90	1,928.10	0.00
OJ TOT	*****CAPITAL OUTLAY**	5,200.00	0.00	3,271.90	799.90	1,928.10	663.61
CC TOT	OTHER STUDENT SUPPORT	367,499.66	16,852.47	96,647.41	5,228.69	257,927.97	79,618.63

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72210: REGULAR INSTRUCTION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR	32,853.94	0.00	32,853.96	5,475.66	0.02-	29,924.23
161	SECRETARY	38,394.28	0.00	22,399.02	3,199.86	15,995.26	17,395.50
OJ TOT	*****PERSONAL SERVICES*	71,248.22	0.00	55,252.98	8,675.52	15,995.24	47,319.73
201	SOCIAL SECURITY	4,414.21	0.00	3,164.97	492.80	1,249.24	4,054.00
204	RETIREMENT	6,048.79	0.00	4,407.34	679.84	1,641.45	4,714.88
205	DEP INS	9,480.60	0.00	6,849.50	1,054.00	2,631.10	5,797.30
206	LIFE INS	275.50	0.00	196.32	31.96	79.18	188.80
207	EMP HEALTH INS	6,191.10	0.00	4,471.75	688.00	1,719.35	4,472.20
208	EMP DENTAL INS	413.38	0.00	292.76	46.00	120.62	283.45
212	MEDICARE	1,032.60	0.00	740.09	115.24	292.51	947.96
OJ TOT	*****EMPLOYEE BENEFITS*	27,856.18	0.00	20,122.73	3,107.84	7,733.45	20,458.59
355	TRAVEL	2,855.52	731.40	777.44	55.22	1,346.68	1,893.37
OJ TOT	*****CONTRACTED SERVICES	2,855.52	731.40	777.44	55.22	1,346.68	1,893.37
457	STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	13,874.46
499	OTHER SUPPLIES & MATERIALS	2,689.39	359.47	1,762.39	140.53	1,413.51	4,040.33
OJ TOT	*****SUPPLIES & MATERIAL	2,689.39	359.47	1,762.39	140.53	1,413.51	17,914.79
513	W/COMP	210.33	0.00	0.00	0.00	210.33	4.31
524	IN SERVICE/STAFF DEVELOPMENT	148,536.88	7,515.31	32,645.27	2,199.61	110,215.22	15,005.99
OJ TOT	*****OTHER CHARGES***	148,747.21	7,515.31	32,645.27	2,199.61	110,425.55	15,010.30
790	OTHER EQUIPMENT	40,000.00	0.00	1,607.00	0.00	38,393.00	1,918.00
OJ TOT	*****CAPITAL OUTLAY**	40,000.00	0.00	1,607.00	0.00	38,393.00	1,918.00
CC TOT	REGULAR INSTRUCTION PROGRAM	293,396.52	8,606.18	112,167.81	14,178.72	175,307.43	104,514.78

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72220: SPECIAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
124	PYSCHOLOGY PERSONNEL	256,400.00	0.00	62,303.04	10,383.84	194,096.96	61,340.04
162	CLERICAL	151,200.00	0.00	44,798.04	6,399.72	106,401.96	45,776.55
189	OTHER SALARIES & WAGES	103,500.00	0.00	13,927.95	3,082.55	89,572.05	15,885.80
OJ TOT	*****PERSONAL SERVICES*	511,100.00	0.00	121,029.03	19,866.11	390,070.97	123,002.39
201	SOCIAL SECURITY	32,500.00	0.00	7,018.04	1,139.14	25,481.96	7,451.76
204	STATE RETIREMENT	42,000.00	0.00	8,730.99	1,323.26	33,269.01	9,585.81
205	DEP INS	30,000.00	0.00	3,161.40	527.00	26,838.60	3,423.55
206	DEP INS	4,000.00	0.00	420.64	73.58	3,579.36	399.04
207	EMP HEALTH INS	48,000.00	0.00	8,943.50	1,376.00	39,056.50	11,006.40
208	EMP DENTAL INS	4,500.00	0.00	677.52	115.00	3,822.48	669.44
212	MEDICARE	8,000.00	0.00	1,719.03	283.51	6,280.97	1,758.32
OJ TOT	*****EMPLOYEE BENEFITS*	169,000.00	0.00	30,671.12	4,837.49	138,328.88	34,294.32
399	OTHER CONTRACTED SERVICES	200,000.00	0.00	49,340.77	0.00	178,609.32	138,829.84
OJ TOT	*****CONTRACTED SERVICES	200,000.00	0.00	49,340.77	0.00	178,609.32	138,829.84
513	W/COMP	2,000.00	0.00	0.00	0.00	2,000.00	0.00
524	IN SERVICE/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	1,000.30
OJ TOT	*****OTHER CHARGES***	2,000.00	0.00	0.00	0.00	2,000.00	1,000.30
790	OTHER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	7,500.00
OJ TOT	*****CAPITAL OUTLAY**	0.00	0.00	0.00	0.00	0.00	7,500.00
CC TOT	SPECIAL EDUCATION PROGRAM	882,100.00	0.00	201,040.92	24,703.60	709,009.17	304,626.85

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72230: VOCATIONAL EDUCATION PROGRAM

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
355	TRAVEL	8,000.00	1,083.95	810.93	85.55	6,470.18	861.45
OJ TOT	*****CONTRACTED SERVICES	8,000.00	1,083.95	810.93	85.55	6,470.18	861.45
499	OTHER SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	313.12
OJ TOT	*****SUPPLIES & MATERIAL	0.00	0.00	0.00	0.00	0.00	313.12
524	IN SERVICE/STAFF DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	227.21
OJ TOT	*****OTHER CHARGES***	0.00	0.00	0.00	0.00	0.00	227.21
790	OTHER EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00	213.32
OJ TOT	*****CAPITAL OUTLAY**	3,000.00	0.00	0.00	0.00	3,000.00	213.32
CC TOT	VOCATIONAL EDUCATION PROGRAM	11,000.00	1,083.95	810.93	85.55	9,470.18	1,615.10

REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 72710: TRANSPORTATION

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399 OTHER CONTRACTED SERVICES	218,324.00	0.00	56,106.00	9,351.00	162,218.00	67,080.00
OJ TOT *****CONTRACTED SERVICES	218,324.00	0.00	56,106.00	9,351.00	162,218.00	67,080.00
CC TOT TRANSPORTATION	218,324.00	0.00	56,106.00	9,351.00	162,218.00	67,080.00



REPORT 240-100

FUND 142: SCHOOL FEDERAL PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 99100: TRANSFERS OUT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
590 TRANSFERS TO OTHER FUNDS	362,109.00	0.00	0.00	0.00	362,109.00	0.00
OJ TOT *****OTHER CHARGES***	362,109.00	0.00	0.00	0.00	362,109.00	0.00
CC TOT TRANSFERS OUT	362,109.00	0.00	0.00	0.00	362,109.00	0.00
FD TOT SCHOOL FEDERAL PROJECTS	9,049,159.65	68,015.12	2,516,556.75	388,190.99	6,511,824.37	2,375,319.72

REPORT 240-100

FUND 143: CENTRAL CAFETERIA

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 73100: FOOD SERVICE

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
105	SUPERVISOR	89,300.00	0.00	40,049.94	5,721.42	49,250.06	51,255.54
119	ACCOUNTANTS	59,800.00	0.00	37,711.29	5,146.46	22,088.71	34,117.53
165	CAFETERIA PERSONNEL	2,099,825.00	0.00	1,037,084.49	193,651.10	1,062,740.51	1,021,798.12
188	BONUS PAYMENTS	37,000.00	0.00	28,177.50	0.00	8,822.50	0.00
OJ TOT	*****PERSONAL SERVICES*	2,285,925.00	0.00	1,143,023.22	204,518.98	1,142,901.78	1,107,171.19
201	SOCIAL SECURITY	140,000.00	0.00	67,973.89	12,157.42	72,026.11	66,342.57
204	STATE RETIREMENT	131,000.00	0.00	64,991.74	11,671.54	66,008.26	63,770.45
205	EMPLOYEE INSURANCE	203,000.00	0.00	89,048.00	15,283.00	113,952.00	86,642.15
206	LIFE INSURANCE	6,000.00	0.00	2,998.08	547.96	3,001.92	2,477.76
207	HEALTH INSURANCE	240,000.00	0.00	119,329.86	20,296.00	120,670.14	115,911.15
208	DENTAL INSURANCE	16,400.00	0.00	7,814.27	1,334.00	8,585.73	7,280.16
210	UNEMPLOYMENT COMPENSATION	4,000.00	0.00	1,233.42	597.78	2,766.58	1,313.92
211	RETIREE BENEFITS	18,000.00	0.00	8,876.08	1,480.80	9,123.92	4,416.84
212	MEDICARE	33,500.00	0.00	16,050.41	2,874.78	17,449.59	15,538.27
OJ TOT	*****EMPLOYEE BENEFITS*	791,900.00	0.00	378,315.75	66,243.28	413,584.25	363,693.27
320	DUES & MEMBERSHIPS	3,000.00	0.00	3,384.00	0.00	112.00-	1,906.00
336	MAINTENANCE OF EQUIPMENT	35,000.00	22,805.40	30,243.22	8,355.32	1,247.72	35,442.42
349	PRINTING	3,000.00	0.00	1,020.00	0.00	1,980.00	3,301.78
354	TRANSPORTATION OF COMMODITIES	32,000.00	7,644.08	19,506.64	2,476.48	9,006.83	16,313.65
355	TRAVEL	13,000.00	6,094.47	6,571.19	808.88	1,534.34	6,456.27
399	OTHER CONTRACTED SERVICES	85,000.00	22,818.33	58,589.67	6,507.42	4,322.00	59,015.80
OJ TOT	*****CONTRACTED SERVICES	171,000.00	59,362.28	119,314.72	18,148.10	17,978.89	122,435.92
410	CUSTODIAL SUPPLIES	35,000.00	33,066.05	16,098.64	0.00	0.00	18,182.75
422	FOOD SUPPLIES	2,296,305.00	1,071,745.62	1,202,350.01	149,008.59	46,289.13	1,332,481.34
435	OFFICE SUPPLIES	5,000.00	3,033.30	2,794.75	0.00	572.98-	4,083.60
451	UNIFORMS	9,000.00	2,383.76	5,871.58	0.00	900.00	8,216.76
499	OTHER SUPPLIES & MATERIALS	90,250.00	31,747.24	63,603.85	8,304.55	6,781.85	73,422.69
OJ TOT	*****SUPPLIES & MATERIAL	2,435,555.00	1,141,975.97	1,290,718.83	157,313.14	53,398.00	1,436,387.14
513	WORKERS' COMPENSATION	40,000.00	0.00	40,000.00	39,920.32	0.00	41,000.00
524	IN-SERVICE/STAFF DEVELOPMENT	10,000.00	3,091.00	5,285.61	346.15-	10,006.73	1,849.62
599	OTHER CHARGES	3,000.00	0.00	3,240.00	0.00	240.00-	1,620.00
OJ TOT	*****OTHER CHARGES***	53,000.00	3,091.00	48,525.61	39,574.17	9,766.73	44,469.62
709	DATA PROCESSING EQUIPMENT	21,400.00	1,975.00	21,396.80	0.00	3.20	15,603.62
710	FOOD SERVICE EQUIPMENT	30,870.00	1,112.97	37,599.51	10,740.00	917.18	94,720.00
OJ TOT	*****CAPITAL OUTLAY**	52,270.00	3,087.97	58,996.31	10,740.00	920.38	110,323.62
CC TOT	FOOD SERVICE	5,789,650.00	1,207,517.22	3,038,894.44	496,537.67	1,638,550.03	3,184,480.76
FD TOT	CENTRAL CAFETERIA	5,789,650.00	1,207,517.22	3,038,894.44	496,537.67	1,638,550.03	3,184,480.76

REPORT 240-100

FUND 146: EXT. DAY CARE PROGRAM

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 73300: COMMUNITY SERVICES

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
103	ASSISTANT	66,000.00	0.00	38,464.16	5,494.88	27,535.84	37,869.58
162	CLERICAL	38,500.00	0.00	22,399.02	3,199.86	16,100.98	22,132.04
166	CUSTODIAL PERSONNEL	99,000.00	0.00	0.00	0.00	99,000.00	0.00
169	PART-TIME PERSONNEL	1,246,000.00	0.00	621,808.35	83,905.09	624,191.65	610,474.06
188	BONUS PAYMENTS	25,000.00	0.00	14,883.50	0.00	10,116.50	0.00
OJ TOT	*****PERSONAL SERVICES*	1,474,500.00	0.00	697,555.03	92,599.83	776,944.97	670,475.68
201	SOCIAL SECURITY	91,500.00	0.00	39,472.30	5,405.85	52,027.70	38,538.51
204	STATE RETIREMENT	66,000.00	0.00	29,288.12	4,551.70	36,711.88	27,499.83
205	EMPLOYEE INSURANCE-DEPENDENT	35,000.00	0.00	17,192.01	3,072.08	17,807.99	15,037.75
206	EMPLOYEE INSURANCE-LIFE	900.00	0.00	393.25	68.08	506.75	368.79
207	EMPLOYEE INSURANCE-HEALTH	66,000.00	0.00	18,797.46	3,010.00	47,202.54	20,836.53
208	EMPLOYEE INSURANCE-DENTAL	4,800.00	0.00	1,450.87	241.77	3,349.13	1,367.02
212	EMPLOYER MEDICARE LIABILITY	22,000.00	0.00	9,311.41	1,271.37	12,688.59	9,012.97
OJ TOT	*****EMPLOYEE BENEFITS*	286,200.00	0.00	115,905.42	17,620.85	170,294.58	112,661.40
315	CONTRACTS WITH VEHICLE OWNERS	31,000.00	0.00	12,010.00	0.00	20,620.00	13,610.00
355	TRAVEL	1,000.00	340.40	732.54	0.00	47.12	397.53
399	OTHER CONTRACTED SERVICES	85,000.00	19,369.23	23,585.67	6,283.00	64,159.63	45,948.26
OJ TOT	*****CONTRACTED SERVICES	117,000.00	19,709.63	36,328.21	6,283.00	84,826.75	59,955.79
422	FOOD	72,000.00	17,985.45	49,150.84	6,447.84	6,009.75	38,557.33
429	INSTRUCTIONAL SUPPLIES	20,000.00	11,036.91	11,433.72	978.74	2,132.58	8,258.57
499	OTHER SUPPLIES	15,000.00	3,586.42	3,722.48	105.52	9,155.00	6,953.30
OJ TOT	*****SUPPLIES & MATERIAL	107,000.00	32,608.78	64,307.04	7,532.10	17,297.33	53,769.20
510	TRUSTEE'S COMMISSION	19,000.00	0.00	7,661.99	0.00	11,338.01	9,218.17
513	WORKERS' COMPENSATION	5,000.00	0.00	5,000.00	5,025.94	0.00	4,400.00
524	IN-SERVICE/STAFF DEVELOPMENT	1,300.00	0.00	0.00	0.00	1,300.00	216.00
OJ TOT	*****OTHER CHARGES***	25,300.00	0.00	12,661.99	5,025.94	12,638.01	13,834.17
707	BUILDING IMPROVEMENTS	10,000.00	6,660.00	2,303.15	702.21	1,036.85	13,390.44
790	OTHER EQUIPMENT	10,000.00	0.00	6,300.77	3,819.20	3,699.23	3,240.72
OJ TOT	*****CAPITAL OUTLAY**	20,000.00	6,660.00	8,603.92	4,521.41	4,736.08	16,631.16
CC TOT	COMMUNITY SERVICES	2,030,000.00	58,978.41	935,361.61	133,583.13	1,066,737.72	927,327.40
FD TOT	EXT. DAY CARE PROGRAM	2,030,000.00	58,978.41	935,361.61	133,583.13	1,066,737.72	927,327.40

REPORT 240-100

FUND 151: GENERAL DEBT SERVICE FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 81100: GENERAL GOVERNMENT DEBT SV

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510 TRUSTEE'S COMMISSION	0.00	0.00	206,155.13	0.00	206,155.13-	209,470.61
OJ TOT *****OTHER CHARGES***	0.00	0.00	206,155.13	0.00	206,155.13-	209,470.61
CC TOT GENERAL GOVERNMENT DEBT SV	0.00	0.00	206,155.13	0.00	206,155.13-	209,470.61

REPORT 240-100

FUND 151: GENERAL DEBT SERVICE FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 82110: GENERAL GOVERNMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
612	PRINCIPAL	5,631,500.00	0.00	303,122.00	5,800.00-	5,328,378.00	314,169.35
OJ TOT	*****DEBT SERVICES***	5,631,500.00	0.00	303,122.00	5,800.00-	5,328,378.00	314,169.35
CC TOT	GENERAL GOVERNMENT	5,631,500.00	0.00	303,122.00	5,800.00-	5,328,378.00	314,169.35

REPORT 240-100

FUND 151: GENERAL DEBT SERVICE FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 82210: GENERAL GOVERNMENT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
613	INTEREST	9,940,366.00	0.00	4,297,355.71	136,710.44	5,643,010.29	3,732,919.20
OJ TOT	*****DEBT SERVICES***	9,940,366.00	0.00	4,297,355.71	136,710.44	5,643,010.29	3,732,919.20
CC TOT	GENERAL GOVERNMENT	9,940,366.00	0.00	4,297,355.71	136,710.44	5,643,010.29	3,732,919.20

REPORT 240-100

FUND 151: GENERAL DEBT SERVICE FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 82310: GENERAL GOVERNMENT

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEE COMMISSIONS	312,000.00	0.00	0.00	0.00	312,000.00	0.00
OJ TOT	*****OTHER CHARGES***	312,000.00	0.00	0.00	0.00	312,000.00	0.00
699	OTHER DEBT SERVICE	775,200.00	0.00	423,450.89	3,883.00	351,749.11	200,000.00
OJ TOT	*****DEBT SERVICES***	775,200.00	0.00	423,450.89	3,883.00	351,749.11	200,000.00
CC TOT	GENERAL GOVERNMENT	1,087,200.00	0.00	423,450.89	3,883.00	663,749.11	200,000.00
FD TOT	GENERAL DEBT SERVICE FUND	16,659,066.00	0.00	5,230,083.73	134,793.44	11,428,982.27	4,456,559.16

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91110: GENERAL ADMINISTRATION PROJECTS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OTHER CONTRACTED SERVICES	972,268.04	4,060.00	27,596.44	515.63	944,083.74	5,587.28
OJ TOT	*****CONTRACTED SERVICES	972,268.04	4,060.00	27,596.44	515.63	944,083.74	5,587.28
599	OTHER CHARGES	1,429.76	201.67	1,228.09	47.57	0.00	2,389.91
OJ TOT	*****OTHER CHARGES***	1,429.76	201.67	1,228.09	47.57	0.00	2,389.91
707	BUILDING IMPROVEMENTS	101,791.91	16,822.60	25,813.09	6,569.30	64,411.53	15,736.38
OJ TOT	*****CAPITAL OUTLAY**	101,791.91	16,822.60	25,813.09	6,569.30	64,411.53	15,736.38
CC TOT	GENERAL ADMINISTRATION PROJECT	1,075,489.71	21,084.27	54,637.62	7,132.50	1,008,495.27	23,713.57

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91130: PUBLIC SAFETY PROJECTS

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
716 LAW ENFORCEMENT EQUIPMENT	85,690.00	15,982.08	83,416.84	78.29	2,023.08	0.00
OJ TOT *****CAPITAL OUTLAY**	85,690.00	15,982.08	83,416.84	78.29	2,023.08	0.00
CC TOT PUBLIC SAFETY PROJECTS	85,690.00	15,982.08	83,416.84	78.29	2,023.08	0.00

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91140: PUBLIC HEALTH AND WELFARE PROJECTS

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399 OTHER CONTRACTED SERVICES	85,772.29	219.89	77,108.75	0.00	10,018.94	0.00
OJ TOT *****CONTRACTED SERVICES	85,772.29	219.89	77,108.75	0.00	10,018.94	0.00
CC TOT PUBLIC HEALTH AND WELFARE PROJ	85,772.29	219.89	77,108.75	0.00	10,018.94	0.00

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91150: SOCIAL, CULTURAL AND RECREATION PROJECTS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
189	OTHER SALARIES & WAGES	0.00	0.00	69,335.09	6,905.95-	69,335.09-	67,046.71
OJ TOT	*****PERSONAL SERVICES*	0.00	0.00	69,335.09	6,905.95-	69,335.09-	67,046.71
201	SOCIAL SECURITY	0.00	0.00	4,188.14	818.00	4,188.14-	4,045.43
204	STATE RETIREMENT	0.00	0.00	6,759.59	891.48-	6,759.59-	5,985.28
205	EMPLOYEE INSURANCE	0.00	0.00	3,162.00	0.00	3,162.00-	3,423.55
206	EMPLOYEE INSURANCE-LIFE	0.00	0.00	216.84	0.42	216.84-	175.04
207	EMPLOYEE INSURANCE-HEALTH	0.00	0.00	5,848.00	0.00	5,848.00-	5,675.18
208	EMPLOYEE INSURANCE-DENTAL	0.00	0.00	414.00	0.00	414.00-	366.10
210	UNEMPLOYMENT COMPENSATION	0.00	0.00	514.13	490.75	514.13-	498.83
212	FICA-MEDICARE	0.00	0.00	979.48	141.45-	979.48-	946.13
OJ TOT	*****EMPLOYEE BENEFITS*	0.00	0.00	22,082.18	276.24	22,082.18-	21,115.54
304	ARCHITECTS	9,102.63	2,188.04	7,538.63	0.00	0.00	0.00
399	OTHER CONTRACTED SERVICES	350,000.00	66,803.38	283,196.62	111,561.85	0.00	0.00
OJ TOT	*****CONTRACTED SERVICES	359,102.63	68,991.42	290,735.25	111,561.85	0.00	0.00
599	OTHER CHARGES	525,195.28	0.00	435,557.06	0.00	89,638.22	4,560.24
OJ TOT	*****OTHER CHARGES***	525,195.28	0.00	435,557.06	0.00	89,638.22	4,560.24
707	BUILDING IMPROVEMENTS	119,514.37	110,106.00	0.00	0.00	9,408.37	0.00
715	LAND	0.00	0.00	0.00	0.00	0.00	602.00
OJ TOT	*****CAPITAL OUTLAY**	119,514.37	110,106.00	0.00	0.00	9,408.37	602.00
CC TOT	SOCIAL, CULTURAL AND RECREATIO	1,003,812.28	179,097.42	817,709.58	104,932.14	7,629.32	93,324.49

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91190: OTHER GENERAL GOVERNMENT PROJECTS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
399	OHTER CONTRACTED SERVICES	0.00	0.00	9,809.21	0.00	9,809.21-	0.00
OJ TOT	*****CONTRACTED SERVICES	0.00	0.00	9,809.21	0.00	9,809.21-	0.00
724	SITE DEVELOPMENT	1,690,000.00	0.00	0.00	0.00	1,690,000.00	560,000.00
OJ TOT	*****CAPITAL OUTLAY**	1,690,000.00	0.00	0.00	0.00	1,690,000.00	560,000.00
CC TOT	OTHER GENERAL GOVERNMENT PROJE	1,690,000.00	0.00	9,809.21	0.00	1,680,190.79	560,000.00

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91200: HIGHWAY & STREET CAPITAL PROJECTS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
321	ENGINEERING SERVICES	0.00	50,125.78	2,655,171.73	0.00	2,645,797.51-	90,969.93
399	OTHER CONTRACTED SERVICES	0.00	309,769.05	1,298,638.36	623,711.29	287,153.30	0.00
OJ TOT	*****CONTRACTED SERVICES	0.00	359,894.83	3,953,810.09	623,711.29	2,358,644.21-	90,969.93
724	SITE DEVELOPMENT	2,190,287.48	19,273.00	65,890.88	0.00	2,128,482.11	0.00
OJ TOT	*****CAPITAL OUTLAY**	2,190,287.48	19,273.00	65,890.88	0.00	2,128,482.11	0.00
CC TOT	HIGHWAY & STREET CAPITAL PROJE	2,190,287.48	379,167.83	4,019,700.97	623,711.29	230,162.10-	90,969.93

REPORT 240-100

FUND 189: GENERAL CONSTRUCTION PROJECTS

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 91300: EDUCATION CAPITAL PROJECTS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
304	ARCHITECT	0.00	0.00	0.00	0.00	0.00	8,225.23
399	OTHER CONTRACTED SERVICES	2,825,198.54	89,668.96	3,813,141.81	62,691.71	1,468,762.98	11,463,707.31
OJ TOT	*****CONTRACTED SERVICES	2,825,198.54	89,668.96	3,813,141.81	62,691.71	1,468,762.98	11,471,932.54
432	LIBRARY BOOKS	18,570.07	0.00	25,277.49	0.00	212.22	0.00
499	OTHER SUPPLIES & MATERIALS	12,366.64	0.00	9,222.53	4,115.04-	14,224.97	0.00
OJ TOT	*****SUPPLIES & MATERIAL	30,936.71	0.00	34,500.02	4,115.04-	14,437.19	0.00
706	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	1,291,833.54
707	BUILDING IMPROVEMENTS	134,844.00	0.00	131,151.78	20,725.00	5,142.22	346,643.50
709	DATA PROCESSING EQUIPMENT	35,920.16	3,064.92	20,231.91	0.00	50,107.33	0.00
OJ TOT	*****CAPITAL OUTLAY**	170,764.16	3,064.92	151,383.69	20,725.00	55,249.55	1,638,477.04
CC TOT	EDUCATION CAPITAL PROJECTS	3,026,899.41	92,733.88	3,999,025.52	79,301.67	1,538,449.72	13,110,409.58
FD TOT	GENERAL CONSTRUCTION PROJECTS	9,157,951.17	688,285.37	9,061,408.49	815,155.89	4,016,645.02	13,878,417.57

REPORT 240-100

FUND 263: GENERAL LIABILITY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 55190: OTHER LOCAL HEALTH SERVICES

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
307	COMMUNICATION	2,000.00	41.04	1,537.19	241.00	462.81	1,220.20
317	DATA PROCESSING SERVICES	2,400.00	0.00	1,125.00	0.00	1,275.00	1,400.00
330	LEASE PAYMENTS	1,200.00	504.63	695.37	102.45	0.00	393.88
340	MEDICAL & DENTAL SERVICES	6,000.00	450.83	3,783.92	0.00	1,765.25	3,586.80
355	TRAVEL	200.00	0.00	53.20	0.00	146.80	168.51
399	OTHER CONTRACTED SERVICES	250,000.00	0.00	122,167.06	0.00	127,832.94	140,359.16
OJ TOT	*****CONTRACTED SERVICES	261,800.00	996.50	129,361.74	343.45	131,482.80	147,128.55
413	DRUGS AND MEDICAL SUPPLIES	34,000.00	175.23	26,062.10	1,322.51	8,242.42	27,580.33
435	OFFICE SUPPLIES	4,500.00	838.03	2,244.03	151.47	1,417.94	2,289.35
499	OTHER SUPPLIES & MATERIALS	15,000.00	143.85	1,436.84	0.00	13,469.52	14,414.57
OJ TOT	*****SUPPLIES & MATERIAL	53,500.00	1,157.11	29,742.97	1,473.98	23,129.88	44,284.25
CC TOT	OTHER LOCAL HEALTH SERVICES	315,300.00	2,153.61	159,104.71	1,817.43	154,612.68	191,412.80

REPORT 240-100

FUND 263: GENERAL LIABILITY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58600: EMPLOYEE BENEFITS

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
202	HANDLING CHARGES - ADMINISTRAT	27,000.00	0.00	0.00	0.00	27,000.00	0.00
206	EMPLOYEE INSURANCE - LIFE	320,000.00	0.00	83,613.91	19,155.70	236,386.09	88,507.89
207	EMPLOYEE INSURANCE - HEALTH	400,000.00	0.00	205,210.49	0.00	194,789.51	263,573.48
OJ TOT	*****EMPLOYEE BENEFITS*	747,000.00	0.00	288,824.40	19,155.70	458,175.60	352,081.37
306	BANK CHARGES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
312	CONTRACTS W/PRIVATE AGCY	50,000.00	0.00	11,145.00	0.00	38,855.00	11,148.00
325	FISCAL AGENT CHARGES	750,000.00	0.00	378,340.75	0.00	374,159.25	314,364.34
340	MEDICAL SERVICES - INMATES	50,000.00	0.00	28,913.50-	4,422.78	78,913.50	38,991.56-
399	OTHER CONTRACTED SERVICES	40,000.00	0.00	3,000.00	3,000.00	37,000.00	3,718.00
OJ TOT	*****CONTRACTED SERVICES	892,000.00	0.00	363,572.25	7,422.78	530,927.75	290,238.78
506	LIABILITY INSURANCE	47,000.00	0.00	105.58	0.00	46,894.42	0.00
507	MEDICAL CLAIMS	13,600,000.00	0.00	8,928,662.23	1,591,282.85	4,671,337.77	8,265,603.95
516	OTHER SELF-INSURED CLAIMS	0.00	0.00	40,000.00	0.00	40,000.00-	0.00
590	TRANSFERS TO OTHER FUNDS	200,000.00	0.00	0.00	0.00	200,000.00	0.00
OJ TOT	*****OTHER CHARGES***	13,847,000.00	0.00	8,968,767.81	1,591,282.85	4,878,232.19	8,265,603.95
CC TOT	EMPLOYEE BENEFITS	15,486,000.00	0.00	9,621,164.46	1,617,861.33	5,867,335.54	8,907,924.10

REPORT 240-100

FUND 263: GENERAL LIABILITY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58900: MISCELLANEOUS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
325	FISCAL AGENT CHARGES	40,000.00	0.00	20,000.00	0.00	20,000.00	22,000.00
OJ TOT	*****CONTRACTED SERVICES	40,000.00	0.00	20,000.00	0.00	20,000.00	22,000.00
502	BUILDING AND CONTENTS INS	114,000.00	0.00	143,576.00	0.00	29,576.00-	103,980.00
506	LIABILITY INSURANCE	353,000.00	0.00	13,437.00	0.00	339,563.00	13,437.00
513	WORKERS' COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	61,440.00
516	SELF-INSURED CLAIMS	200,000.00	0.00	209,643.78	0.00	9,643.78-	106,866.02
599	OTHER CHARGES	100,000.00	5,606.00	54,877.69	6,547.56	41,500.03	17,184.26
OJ TOT	*****OTHER CHARGES***	767,000.00	5,606.00	421,534.47	6,547.56	341,843.25	302,907.28
CC TOT	MISCELLANEOUS	807,000.00	5,606.00	441,534.47	6,547.56	361,843.25	324,907.28

REPORT 240-100

FUND 263: GENERAL LIABILITY

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 99100: TRANSFERS OUT

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
590 TRANSFERS TO OTHER FUNDS	325,000.00	0.00	0.00	0.00	325,000.00	111,725.63
OJ TOT *****OTHER CHARGES***	325,000.00	0.00	0.00	0.00	325,000.00	111,725.63
CC TOT TRANSFERS OUT	325,000.00	0.00	0.00	0.00	325,000.00	111,725.63
FD TOT GENERAL LIABILITY	16,933,300.00	7,759.61	10,221,803.64	1,626,226.32	6,708,791.47	9,535,969.81

REPORT 240-100

FUND 304: DISTRICT ATTORNEY GENERAL

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 53600: DISTRICT ATTORNEY GENERAL

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
320	DUES & MEMBERSHIPS	2,500.00	0.00	0.00	0.00	2,500.00	0.00
355	TRAVEL	4,000.00	0.00	0.00	0.00	4,000.00	0.00
356	TUITION	3,000.00	0.00	0.00	0.00	3,000.00	0.00
399	OTHER CONTRACTED SERVICES	1,000.00	0.00	524.79	0.00	994.21	0.00
OJ TOT	*****CONTRACTED SERVICES	10,500.00	0.00	524.79	0.00	10,494.21	0.00
432	LIBRARY BOOKS	1,000.00	100.24	0.00	0.00	1,000.00	35.31
OJ TOT	*****SUPPLIES & MATERIAL	1,000.00	100.24	0.00	0.00	1,000.00	35.31
510	TRUSTEES COMMISSION	200.00	0.00	104.25	0.00	95.75	122.64
599	OTHER CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
OJ TOT	*****OTHER CHARGES***	1,200.00	0.00	104.25	0.00	1,095.75	122.64
709	DATA PROCESSING EQUIPMENT	4,000.00	0.00	0.00	0.00	4,000.00	0.00
711	FURNITURE & FIXTURES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	6,000.00	0.00	0.00	0.00	6,000.00	0.00
CC TOT	DISTRICT ATTORNEY GENERAL	18,700.00	100.24	629.04	0.00	18,589.96	157.95
FD TOT	DISTRICT ATTORNEY GENERAL	18,700.00	100.24	629.04	0.00	18,589.96	157.95

REPORT 240-100

FUND 307: JUDICIAL DISTRICT DRUG

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 54150: DRUG ENFORCEMENT

OBJECT	ACCOUNT TITLE	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
140	SALARY SUPPLEMENTS	35,000.00	0.00	0.00	0.00	35,000.00	6,750.00
OJ TOT	*****PERSONAL SERVICES*	35,000.00	0.00	0.00	0.00	35,000.00	6,750.00
305	AUDIT SERVICES	2,600.00	0.00	0.00	0.00	2,600.00	2,544.00
307	COMMUNICATION	15,000.00	560.00	6,242.29	1,706.34	8,197.71	6,173.24
319	DRUG CONTROL PAYMENTS	20,000.00	0.00	15,000.00	0.00	5,000.00	15,000.00
320	DUES & MEMBERSHIPS	1,000.00	0.00	400.00	0.00	600.00	0.00
328	JANITORIAL SERVICES	2,600.00	2,300.00	100.00	0.00	200.00	1,500.00
330	LEASE PAYMENTS	37,500.00	1,780.35	18,653.60	6,221.94	17,600.00	18,807.77
333	LICENSES	200.00	0.00	175.50	110.00	24.50	96.50
336	MAINT & REPAIR SERV-EQUIPMENT	1,719.80	0.00	1,583.71	0.00	136.09	0.00
338	AUTOMOBILE REPAIR	3,000.00	0.00	0.00	0.00	3,000.00	0.00
348	POSTAL CHARGES	100.00	0.00	0.00	0.00	100.00	0.00
349	PRINTING-STATIONERY & FORMS	1,500.00	0.00	1,398.00	0.00	870.00	0.00
355	TRAVEL	8,000.00	1,474.00	4,716.59	0.00	1,809.41	1,057.58
356	TUITION	2,000.00	0.00	1,935.00	0.00	65.00	210.00
399	OTHER CONTRACTED SERVICES	4,280.20	325.00	1,521.60	600.00	2,433.60	1,473.80
OJ TOT	*****CONTRACTED SERVICES	99,500.00	6,439.35	51,726.29	8,638.28	42,636.31	46,862.89
431	LAW ENFORCEMENT SUPPLIES	3,750.00	0.00	161.50	0.00	3,588.50	535.04
435	OFFICE SUPPLIES	5,000.00	500.00	867.10	104.65	3,632.90	882.01
450	TIRES & TUBES	2,000.00	0.00	785.40	0.00	1,214.60	2,122.72
452	UTILITIES	4,500.00	0.00	2,144.86	375.03	2,355.14	2,029.82
453	VEHICLE PARTS	3,000.00	0.00	0.00	0.00	3,000.00	352.70
OJ TOT	*****SUPPLIES & MATERIAL	18,250.00	500.00	3,958.86	479.68	13,791.14	5,922.29
506	LIABILITY INSURANCE	5,000.00	0.00	0.00	0.00	5,000.00	5,000.00
508	PREMIUMS-CORPORATE SURETY	500.00	0.00	262.50	0.00	237.50	262.50
510	TRUSTEES COMMISSION	1,500.00	0.00	472.22	0.00	1,027.78	747.87
599	OTHER CHARGES	5,000.00	476.33	1,391.98	56.99	3,131.69	2,014.06
OJ TOT	*****OTHER CHARGES***	12,000.00	476.33	2,126.70	56.99	9,396.97	8,024.43
709	DATA PROCESSING EQUIPMENT	1,000.00	0.00	3,905.00	0.00	1,000.00	775.00
711	OFFICE FURNITURE	0.00	43.22	3,014.07	0.00	0.00	0.00
716	LAW ENFORCEMENT EQUIPMENT	5,000.00	4,075.00	795.26	0.00	911.40	2,476.42
718	MOTOR VEHICLES	35,000.00	0.00	0.00	0.00	35,000.00	0.00
OJ TOT	*****CAPITAL OUTLAY**	41,000.00	4,118.22	7,714.33	0.00	36,911.40	3,251.42
CC TOT	DRUG ENFORCEMENT	205,750.00	11,533.90	65,526.18	9,174.95	137,735.82	70,811.03
FD TOT	JUDICIAL DISTRICT DRUG	205,750.00	11,533.90	65,526.18	9,174.95	137,735.82	70,811.03

REPORT 240-100

FUND 308: ENDOWMENT FUND

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58900: MISCELLANEOUS

OBJECT -----	ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
599	OTHER CHARGES	20,000.00	0.00	0.00	0.00	20,000.00	13,334.62
OJ TOT	*****OTHER CHARGES***	20,000.00	0.00	0.00	0.00	20,000.00	13,334.62
CC TOT	MISCELLANEOUS	20,000.00	0.00	0.00	0.00	20,000.00	13,334.62
FD TOT	ENDOWMENT FUND	20,000.00	0.00	0.00	0.00	20,000.00	13,334.62

REPORT 240-100

FUND 351: CITIES-SALES TAX

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 58700: PAYMENTS TO CITIES

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEES COMMISSION	60,000.00	0.00	71,325.91	0.00	11,325.91-	85,723.98
599	OTHER CHARGES	6,000,000.00	0.00	7,061,265.52	0.00	1,061,265.52-	8,486,674.50
OJ TOT	*****OTHER CHARGES***	6,060,000.00	0.00	7,132,591.43	0.00	1,072,591.43-	8,572,398.48
CC TOT	PAYMENTS TO CITIES	6,060,000.00	0.00	7,132,591.43	0.00	1,072,591.43-	8,572,398.48
FD TOT	CITIES-SALES TAX	6,060,000.00	0.00	7,132,591.43	0.00	1,072,591.43-	8,572,398.48

REPORT 240-100

FUND 355: CITY SCHOOL ADA-NO 1

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71900: OTHER

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEES COMMISSION	70,000.00	0.00	0.00	0.00	70,000.00	0.00
599	OTHER CHARGES	4,000,000.00	0.00	0.00	0.00	4,000,000.00	0.00
OJ TOT	*****OTHER CHARGES***	4,070,000.00	0.00	0.00	0.00	4,070,000.00	0.00
CC TOT	OTHER	4,070,000.00	0.00	0.00	0.00	4,070,000.00	0.00

REPORT 240-100

FUND 355: CITY SCHOOL ADA-NO 1

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 77200: PMTS TO OTHER SCH SYS

OBJECT -----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510 TRUSTEES COMMISSION	0.00	0.00	40,744.35	0.00	40,744.35-	42,998.24
599 OTHER CHARGES	0.00	0.00	2,371,277.43	0.00	2,371,277.43-	2,568,451.32
OJ TOT *****OTHER CHARGES***	0.00	0.00	2,412,021.78	0.00	2,412,021.78-	2,611,449.56
CC TOT PMTS TO OTHER SCH SYS	0.00	0.00	2,412,021.78	0.00	2,412,021.78-	2,611,449.56
FD TOT CITY SCHOOL ADA-NO 1	4,070,000.00	0.00	2,412,021.78	0.00	1,657,978.22	2,611,449.56

REPORT 240-100

FUND 356: CITY SCHOOL ADA-NO 2

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 71900: OTHER

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEES COMMISSION	200,000.00	0.00	0.00	0.00	200,000.00	0.00
599	OTHER CHARGES	11,500,000.00	0.00	0.00	0.00	11,500,000.00	0.00
OJ TOT	*****OTHER CHARGES***	11,700,000.00	0.00	0.00	0.00	11,700,000.00	0.00
CC TOT	OTHER	11,700,000.00	0.00	0.00	0.00	11,700,000.00	0.00

REPORT 240-100

FUND 356: CITY SCHOOL ADA-NO 2

STATEMENT OF ENCUMBRANCES AND EXPENDITURES COMPARED WITH AUTHORIZATIONS

FOR THE PERIOD JULY 01, 2008 TO JANUARY 31, 2009

COST CENTER 77200: PMTS TO OTHER SCH SYS

OBJECT	-----ACCOUNT TITLE-----	APPROPRIATION	OUTSTANDING ENCUMBRANCES	YEAR-TO-DATE EXPENDITURES	JANUARY 09 EXPENDITURES	UNENCUMBERED BALANCE	LAST YR-TO-DATE EXPENDITURES
510	TRUSTEES COMMISSION	0.00	0.00	127,829.93	0.00	127,829.93-	132,246.37
599	OTHER CHARGES	0.00	0.00	7,439,354.19	0.00	7,439,354.19-	7,900,407.02
OJ TOT	*****OTHER CHARGES***	0.00	0.00	7,567,184.12	0.00	7,567,184.12-	8,032,653.39
CC TOT	PMTS TO OTHER SCH SYS	0.00	0.00	7,567,184.12	0.00	7,567,184.12-	8,032,653.39
FD TOT	CITY SCHOOL ADA-NO 2	11,700,000.00	0.00	7,567,184.12	0.00	4,132,815.88	8,032,653.39

DETAILED DISTRIBUTION LISTING      JANUARY 01, 2009    THRU      JANUARY 31, 2009

ASSETS AND LIABILITIES

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	-----MEMO-----	ST	DATE	SOURCE	REF NO.	DEBITS	CREDITS	BALANCE
11140	00000				PRJ TOT: BEG.	42,374.25	0.00	0.00	42,374.25
111400	00000	CASH			OBJ TOT: BEG.	42,374.25	0.00	0.00	42,374.25
11300	00000				PRJ TOT: BEG.	50,447.41	0.00	0.00	50,447.41
113000	00000	INVESTMENTS			OBJ TOT: BEG.	50,447.41	0.00	0.00	50,447.41
14500	00000				PRJ TOT: BEG.	114,023,311.99	0.00	0.00	114,023,311.99
145000	00000	EXPENDITURE CONTROL CURRENT YEAR			OBJ TOT: BEG.	114,023,311.99	0.00	0.00	114,023,311.99
213401	00000				PRJ TOT: BEG.	263.35-	0.00	0.00	263.35-
213401	00000	DEPENDENT COVERAGE-EMPLOYER			OBJ TOT: BEG.	263.35-	0.00	0.00	263.35-
213905	00000				PRJ TOT: BEG.	20.00	0.00	0.00	20.00
213905	00000	VEHICLE DEDUCATION			OBJ TOT: BEG.	20.00	0.00	0.00	20.00
28500	00000				PRJ TOT: BEG.	114,115,890.30-	0.00	0.00	114,115,890.30-
285000	00000	REVENUE DETAIL			OBJ TOT: BEG.	114,115,890.30-	0.00	0.00	114,115,890.30-

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OF BLOUNT COUNTY TENNESSEE

DETAILED DISTRIBUTION LISTING JANUARY 01, 2009 THRU JANUARY 31, 2009

REVENUES SUB LEDGER

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	C.C.	-----MEMO-----	ST	DATE	SOURCE	REF NO.	EST REVN	REVN RCVD	BALANCE	
43990	00000					PRJ TOT: BEG.		70,670.82-	0.00	0.00	70,670.82
439900	00000		OTHER CHARGES			OBJ TOT: BEG.		70,670.82-	0.00	0.00	70,670.82
44110	00000					PRJ TOT: BEG.		0.60-	0.00	0.00	0.60
441100	00000		INTEREST INCOME			OBJ TOT: BEG.		0.60-	0.00	0.00	0.60
441101	00000					PRJ TOT: BEG.		250.05-	0.00	0.00	250.05
441101	00000		INTEREST INCOME			OBJ TOT: BEG.		250.05-	0.00	0.00	250.05
44990	00000					PRJ TOT: BEG.		14,048.45-	0.00	0.00	14,048.45
449900	00000		OTHER LOCAL REVENUES			OBJ TOT: BEG.		14,048.45-	0.00	0.00	14,048.45
						CC TOT: BEG.		84,969.92-	0.00	0.00	84,969.92
			PUBLIC BUILDING AUTHORITY (FUND 190)			FND TOT: BEG.		84,969.92-	0.00	0.00	84,969.92

REPORT 200-104

OF BLOUNT COUNTY TENNESSEE

DETAILED DISTRIBUTION LISTING JANUARY 01, 2009 THRU JANUARY 31, 2009

EXPENDITURES SUB LEDGER

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	C.C.	-----MEMO-----	ST	DATE	SOURCE	REF NO.	APP	REQ/ENC	EXP	BALANCE
591	00000	SALES TAX		OBJ	TOT: BEG.		7,679.00-	0.00		0.00	7,679.00-
		WEST SIDE MIDDLE SCHOOL		CC	TOT: BEG.		7,679.00-	0.00	0.00	0.00	7,679.00-

REPORT 200-104

OF BLOUNT COUNTY TENNESSEE

DETAILED DISTRIBUTION LISTING JANUARY 01, 2009 THRU JANUARY 31, 2009

EXPENDITURES SUB LEDGER

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	C.C.	-----MEMO-----	ST	DATE	SOURCE	REF NO.	APP	REQ/ENC	EXP	BALANCE
591	00000	SALES TAX		OBJ	TOT: BEG.		47,894.00-	0.00		0.00	47,894.00-
		WEST SIDE ELEMENTARY		CC	TOT: BEG.		47,894.00-	0.00	0.00	0.00	47,894.00-

REPORT 200-104

OF BLOUNT COUNTY TENNESSEE

DETAILED DISTRIBUTION LISTING JANUARY 01, 2009 THRU JANUARY 31, 2009

EXPENDITURES SUB LEDGER

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	C.C.	-----MEMO-----	ST	DATE	SOURCE	REF NO.	APP	REQ/ENC	EXP	BALANCE
105	00000		SUPERVISOR/DIRECTOR	OBJ	TOT: BEG.		6,296.21-	0.00	0.00	0.00	6,296.21-
201	00000		SOCIAL SECURITY	OBJ	TOT: BEG.		390.36-	0.00	0.00	0.00	390.36-
210	00000		UNEMPLOYMENT COMPENSATION	OBJ	TOT: BEG.		6.54-	0.00	0.00	0.00	6.54-
212	00000		EMPLOYER MEDICARE	OBJ	TOT: BEG.		91.29-	0.00	0.00	0.00	91.29-
330	00000		OPERATING LEASE PAYMENTS	OBJ	TOT: BEG.		1,489.30-	0.00	0.00	0.00	1,489.30-
425	00000		GASOLINE	OBJ	TOT: BEG.		514.72-	0.00	0.00	0.00	514.72-
452	00000		UTILITIES	OBJ	TOT: BEG.		1,100.38-	0.00	0.00	0.00	1,100.38-
599	00000		OTHER CHARGES	OBJ	TOT: BEG.		40.00-	0.00	0.00	0.00	40.00-
			ADMINISTRATION	CC	TOT: BEG.		9,928.80-	0.00	0.00	0.00	9,928.80-

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THE PUBLIC BUILDING AUTHORITY

OF BLOUNT COUNTY TENNESSEE

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DETAILED DISTRIBUTION LISTING      JANUARY 01, 2009      THRU      JANUARY 31, 2009

EXPENDITURES SUB LEDGER

FUND 190: PUBLIC BUILDING AUTHORITY (FUND 190)

OBJECT	PROJ	C.C.	-----MEMO-----	ST	DATE	SOURCE	REF NO.	APP	REQ/ENC	EXP	BALANCE
			PUBLIC BUILDING AUTHORITY (FUND 190)			FND TOT: BEG.	65,501.80-	0.00		0.00	65,501.80-
									0.00		

CC/Fund Name	Vendor Name	VCHR_N	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUND
Accounting & Budgeting	DANA WEST	7903	12/08-1/09	1/23/2009	12.96	1117052	101
Accounting & Budgeting	SUNTRUST BANK CARD	572778	SULLIVANS	1/28/2009	10.67	1117198	101
Agricultural Extension	AT&T	572660	8659826430	1/16/2009	324.36	1116751	101
Agricultural Extension	LUCENT TECHNOLOGIES INC.	572661	8659826430	1/16/2009	52.73	1116808	101
Agricultural Extension	UNIVERSITY OF TENNESSEE	572741	002	1/23/2009	40170.24	1117095	101
Building Codes	SUNTRUST BANK CARD	572776	GOLD.CORRAL	1/28/2009	9.98	1117198	101
Building Codes	SUNTRUST BANK CARD	572777	CARQST	1/28/2009	8.98	1117198	101
Central Cafeteria	DIANE EVERETT	572682	12'08	1/16/2009	17.98	43116956	143
Central Cafeteria	NANCY GIBSON	572680	12'08	1/16/2009	15.43	43116967	143
Central Cafeteria	DEBRA JANE HATCHER	572679	12'08	1/16/2009	30.74	43116954	143
Central Cafeteria	FREDDY ROBERTS	572681	12'08	1/16/2009	32.48	43116960	143
Central Cafeteria	JOHN ROGERS	572683	12'08	1/16/2009	46.98	43116963	143
Central Cafeteria	BLOUNT COUNTY TRUSTEE	572840	CHG WC	1/30/2009	39920.32	43117418	143
Chancery Court	CORA HANDLEY	572666	REIMB/POSTAGE	1/16/2009	9.60	1116772	101
Circuit Court Clerk	STATE OF TENNESSEE	572621	1223080065	1/9/2009	33.00	1116465	101
Circuit Court Clerk	DONNA MARTIN	572607	12/08	1/9/2009	46.88	1116393	101
Circuit Court Clerk	BURPEE LOCKSMITH	572663	1/5/09	1/16/2009	10.00	1116760	101
Circuit Court Clerk	EQUIFAX INFORMATION SERVICES LLC	572736	4225571	1/23/2009	5.00	1117055	101
Circuit Judges	TOM HATCHER	572622	JURY-12/18	1/9/2009	830.00	1116477	101
Circuit Judges	TOM HATCHER	572658	JURY-1/6	1/16/2009	160.00	1116843	101
Circuit Judges	TOM HATCHER	572735	JURY-1/13	1/23/2009	730.00	1117092	101
Communications Center	BLOUNT COUNTY EMERGENCY	572605	3RD CONTRIB	1/9/2009	75533.00	1116369	101
Contributions to Other Ag	GREAT SMOKY MOUNTAIN HERITAGE CENTER	2155	3RD QTR	1/9/2009	11250.00	1116405	101
County Clerk	CALLOWAY OIL CO	572646	83601	1/16/2009	13.04	1116762	101
County Clerk	CALLOWAY OIL CO	572647	83508	1/16/2009	16.29	1116762	101
County Clerk	CALLOWAY OIL CO	572648	83687	1/16/2009	12.38	1116762	101
County Clerk	BLOUNT COUNTY CLERK	572652	A.WHITE/NOTARY	1/16/2009	12.00	1116755	101
County Clerk	TN ASSOC OF COUNTY CLERKS	572667	DUES08/09	1/16/2009	200.00	1116842	101
County Clerk	GARRISON MFG	572734	17877/A.WHITE	1/23/2009	19.00	1117060	101
County Clerk	CALLOWAY OIL CO	4532	83817	1/30/2009	19.08	1117261	101
County Clerk	MATTHEW BENDER & CO INC	4531	99092714	1/30/2009	51.80	1117302	101
County Clerk	CATE RUSSELL INS	7939	42583	1/30/2009	50.00	1117262	101
County Clerk	GARRISON MFG	4536	17877	1/30/2009	19.00	1117281	101
County Trustee	ROBIN HICKS	572677	10-11-12/08	1/16/2009	6.04	1116823	101
County Trustee	SUE MAGARGLE	572676	10-11-12/08	1/16/2009	14.04	1116834	101
County Trustee	BLOUNT COUNTY CHAMBER OF COMMERCE	572739	SCOTT GRAVES/28059	1/23/2009	165.00	1117039	101
County Trustee	GODDARD & GAMBLE, ATT.	572740	4651	1/23/2009	1368.75	1117061	101

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Debt Service	MOUNTAIN NATIONAL BANK	7738	S2000-0109	1/13/2009	1925.46	51113908	151
Debt Service	MOUNTAIN NATIONAL BANK	7738	S2000-0109	1/13/2009	150.00	51113908	151
Debt Service	SUNTRUST BANK	7727	138791423905144	1/16/2009	3271.88	51116991	151
Debt Service	MOUNTAIN NATIONAL BANK	7898	SE1A,E3B,E5A	1/22/2009	61233.94	51117023	151
Debt Service	MOUNTAIN NATIONAL BANK	7898	SE1A,E3B,E5A	1/22/2009	561.12	51117023	151
Debt Service	MOUNTAIN NATIONAL BANK	8102	S2000-0109	1/30/2009	1282.32	51117424	151
Debt Service	MOUNTAIN NATIONAL BANK	8102	S2000-0109	1/30/2009	150.00	51117424	151
Debt Service	MOUNTAIN NATIONAL BANK	8104	SIVC1-0109	1/30/2009	107356.56	51117424	151
Drug Control	VILLAGE VETERINARY HOSPITAL	2127	3775	1/9/2009	354.00	22116515	122
Drug Control	BLOUNT COUNTY TRUSTEE	2184	REIMB P.O.81894	1/23/2009	219.50	22117109	122
Drug Court	U S CELLULAR	572617	8656594470	1/9/2009	85.28	28116517	128
Drug Court	U S CELLULAR	7936	8656594470	1/30/2009	92.30	28117359	128
Drug Enforcement	BLOUNT COUNTY TRUSTEE	2152	NOV LEASE	1/9/2009	2900.00	30116678	307
Drug Enforcement	BLOUNT COUNTY TRUSTEE	2153	DEC LEASE	1/9/2009	2900.00	30116678	307
Drug Enforcement	AT&T	2150	86597771902891861	1/9/2009	398.17	30116677	307
Drug Enforcement	CELLEO PARTNERSHIP	2148	1485580205	1/9/2009	307.57	30116679	307
Drug Enforcement	BLOUNT COUNTY TRUSTEE	2168	PURCH SUPPLIES	1/16/2009	38.13	30117000	307
Drug Enforcement	CITY OF MARYVILLE	2171	373963	1/16/2009	375.03	30117003	307
Drug Enforcement	AT&T	2169	86568119530781868	1/16/2009	54.83	30116999	307
Drug Enforcement	CHARTER COMMUNICATIONS	2172	8353200010326892	1/16/2009	56.99	30117002	307
Drug Enforcement	CELLEO PARTNERSHIP	2170	7860057260812	1/16/2009	36.93	30117001	307
Drug Enforcement	BLOUNT COUNTY CLERK	2192	10 TITLE WORK	1/30/2009	110.00	30117435	307
Drug Enforcement	AT&T	2191	86597771902891861	1/30/2009	387.93	30117434	307
Drug Enforcement	CELLEO PARTNERSHIP	2194	1496201011	1/30/2009	296.91	30117436	307
Education Capital	CITY OF MARYVILLE	7899	2430	1/23/2009	10030.50	89117153	189
Emergency Management	KATHY SHIELDS	7940	REIMBURSE	1/30/2009	6.47	1117292	101
Employee Benefits	MOUNTAIN NATIONAL BANK	7556	12/29 INMATES	1/9/2009	5236.67	26116675	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7646	12/31/08 M	1/9/2009	139873.06	26116675	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7647	1/7/09 RX	1/9/2009	218507.50	26116675	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7648	1/7/09 M	1/9/2009	184592.15	26116675	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7827	1/12/09 INMATES	1/16/2009	15600.65	26116998	263
Employee Benefits	BLUECROSS BLUESHIELD OF TN. INC.	7931	JAN.09	1/23/2009	44.14	26117156	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7933	1/14/09 M	1/23/2009	182220.84	26117157	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7934	1/21/09 RX	1/23/2009	82878.65	26117157	263
Employee Benefits	MOUNTAIN NATIONAL BANK	7935	1/21/09 M	1/23/2009	256993.90	26117157	263
Employee Benefits	PERSHING YOAKLEY & ASSOICATES	7932	980829704	1/23/2009	3000.00	26117158	263
Employee Benefits	CATE RUSSELL INS	8069	42574	1/30/2009	22714.00	26117431	263

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Employee Benefits	USABLE LIFE	8055	NOV.08	1/30/2009	19155.70	26117433	263
Employee Benefits	BLUECROSS BLUESHIELD OF TN. INC.	8056	JAN.09	1/30/2009	85749.09	26117430	263
Employee Benefits	BLUECROSS BLUESHIELD OF TN. INC.	8057	FEB.09	1/30/2009	85644.09	26117430	263
Employee Benefits	MOUNTAIN NATIONAL BANK	8100	1/28/09 M	1/30/2009	332065.43	26117432	263
Employee Benefits	MOUNTAIN NATIONAL BANK	8101	1/26 INMATES	1/30/2009	4422.78	26117432	263
Ext Day Care Program	OCE IMAGISTICS INTERNATIONAL INC	4496	409794317	1/9/2009	37.00	46116655	146
Ext Day Care Program	SUNTRUST BANK CARD	572775	BIG LOTS	1/28/2009	-12.92	46117207	146
Ext Day Care Program	BLOUNT COUNTY TRUSTEE	572841	CHG WC	1/30/2009	5025.94	46117423	146
Federal Projects	DANIELLE DOORNHAAG	4499	TRAVEL 092608	1/9/2009	48.28	42116637	142
Federal Projects	DANIELLE DOORNHAAG	4500	TRAVEL 092508	1/9/2009	48.28	42116637	142
Federal Projects	BLOUNT COUNTY TRUSTEE	4511	CAF/WKERS	1/16/2009	484.11	42116938	142
Federal Projects	CINDY SCHNEITMAN	572722	01'09	1/23/2009	32.77	42117133	142
Federal Projects	STAN PAINTER	572718	01'09	1/23/2009	33.06	42117137	142
Federal Projects	STAN PAINTER	572721	01'09	1/23/2009	33.64	42117137	142
Federal Projects	KRISTY BREWER	572720	01'09	1/23/2009	33.06	42117135	142
Federal Projects	SANDRA BELL	572716	01'09	1/23/2009	33.64	42117136	142
Federal Projects	SANDRA BELL	572717	01'09	1/23/2009	33.06	42117136	142
Federal Projects	JOHN E DALTON	572723	01'09	1/23/2009	24.94	42117134	142
Federal Projects	BROOKE JOHNSON	572719	01'09	1/23/2009	33.06	42117132	142
Federal Projects	LEANN M. LAMBERT	572765	PP6,1-30-09	1/26/2009	3117.00	42117189	142
Federal Projects	STAR LIMOUSINE SERVICE	572766	PP6,1-30-09	1/26/2009	3117.00	42117190	142
Federal Projects	BRENDA JONES	572764	PP 6,1-30-09	1/26/2009	3117.00	42117188	142
Field Line Inspection	MAIL PROCESSING CENTER INC	572626	12/08	1/9/2009	44.10	1116431	101
Field Line Inspection	AT&T	2161	86568193012051863	1/16/2009	486.53	1116751	101
General Welfare Assistanc	SEYMOUR VOLUNTEER FIRE DEPT.	572645	08/09 CONTRIB	1/16/2009	5000.00	1116826	101
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	7560	305-2530-2	1/9/2009	34.87	31116520	131
Highway	KNOXVILLE UTILITIES BOARD	7559	1245100000	1/9/2009	69.72	31116522	131
Highway	MOMENTUM BUSINESS SOLUTIONS	7586	7480165	1/9/2009	430.39	31116524	131
Highway	FLEETCOR TECHNOLOGIES	2123	2 INV INCLUDED	1/9/2009	151.75	31116519	131
Highway	MOUNTAIN NATIONAL BANK	7557	BRZE500(30)	1/9/2009	3366.22	31116525	131
Highway	CITY OF ALCOA	7895	710120002,710121002,	1/16/2009	3239.39	31116883	131
Highway	CITY OF ALCOA	7895	710120002,710121002,	1/16/2009	299.87	31116883	131
Highway	FORT LOUDOUN ELECTRIC COOPERATIVE	7892	370-3240-1	1/16/2009	37.15	31116884	131
Highway	ATMOS ENERGY	7891	000102413	1/16/2009	3984.28	31116880	131
Highway	ADVANTAGE FIRST AID SERVICE INC	7893	17605	1/16/2009	44.25	31116879	131
Highway	ADVANTAGE FIRST AID SERVICE INC	7894	17606	1/16/2009	40.00	31116879	131
Highway	CITY OF ALCOA	7902	460033601	1/23/2009	68.15	31117110	131

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Highway	CITY OF ALCOA	8103	710121002,710120002,	1/30/2009	2939.52	31117363	131
Highway	CITY OF ALCOA	8103	710121002,710120002,	1/30/2009	303.68	31117363	131
Highway	CELLEO PARTNERSHIP	2193	1496201011	1/30/2009	873.21	31117361	131
Homeland Security Grant	SUNTRUST BANK CARD	4516	441954255	1/28/2009	-949.90	1117198	101
Industrial Development	THE INDUSTRIAL DEVELOPMENT BOARD OF	572668	3RD/FY CONTRIB	1/16/2009	127455.75	1116839	101
Information Technology	SHARON BAKER	572606	11/08	1/9/2009	16.52	1116461	101
Information Technology	SHARON BAKER	572651	12/08	1/16/2009	18.79	1116827	101
Information Technology	STERLING STREVEL	572650	12/08	1/16/2009	23.54	1116833	101
Information Technology	STERLING STREVEL	572659	11/08	1/16/2009	3.89	1116833	101
Ins/Risk Management	LINDSEY MONDAY	7602	1/05/09	1/9/2009	18.25	1116429	101
Ins/Risk Management	FLEETCOR TECHNOLOGIES	2124	NP15495767	1/9/2009	27.28	1116399	101
Ins/Risk Management	FLEETCOR TECHNOLOGIES	2125	NP15495767	1/9/2009	26.49	1116399	101
Inspection & Regulation	ATMOS ENERGY	572615	50482733136947	1/9/2009	30.15	1116364	101
Inspection & Regulation	AT&T	572608	8659834582	1/9/2009	1510.67	1116363	101
Inspection & Regulation	AT&T	572618	8653792020	1/9/2009	161.49	1116363	101
Inspection & Regulation	U S CELLULAR	572620	823570989017	1/9/2009	111.31	1116480	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	572616	8655221333	1/9/2009	23.31	1116430	101
Inspection & Regulation	MAIL PROCESSING CENTER INC	7573	DEC.08	1/9/2009	459.76	1116431	101
Inspection & Regulation	AT&T	572670	8655221333	1/16/2009	164.72	1116751	101
Inspection & Regulation	AT&T	572742	8659832401	1/23/2009	125.79	1117037	101
Inspection & Regulation	CITY OF MARYVILLE	4525	371563	1/30/2009	4480.12	1117270	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	4538	0305087856001	1/30/2009	25.08	1117299	101
Jail	BLOUNT COUNTY TRUSTEE	2120	SEE ATTACHED	1/9/2009	5236.67	1116371	101
Jail	JAMES KELLY ROBERTS III	2121	1340	1/9/2009	6140.65	1116416	101
Jail	MMDS OF KNOXVILLE	2128	SEE ATTACHED	1/9/2009	1200.00	1116438	101
Jail	BLOUNT COUNTY TRUSTEE	2167	MEDICAL	1/16/2009	15600.65	1116758	101
Jail	DAVID WHEELER	2173	PRISONER TRSPRT	1/16/2009	16.00	1116774	101
Jail	JAMES KELLY ROBERTS III	2162	1341	1/16/2009	6874.06	1116795	101
Jail	STAFFING SOLUTIONS SOUTHEAST INC	2158	2200487731	1/16/2009	753.20	1116831	101
Jail	TN CHAPTER FBI NAA	2176	D BORING	1/23/2009	50.00	1117090	101
Jail	JAMES KELLY ROBERTS III	2175	1342	1/23/2009	7447.19	1117066	101
Jail	JOSH SULLIVAN	2178	PRISONER TRSPRT	1/23/2009	32.00	1117069	101
Jail	LUANNE HATCHER	2177	PRISONER TRSPRT	1/23/2009	16.00	1117074	101
Jail	ALVIN BREEDEN	2179	PRISONER TRSPRT	1/23/2009	16.00	1117033	101
Jail	LOWE'S DRUG INC	2187	ATTACHED	1/30/2009	230.38	1117298	101
Jail	DAVID WHEELER	2186	PRISONER TRSPRT	1/30/2009	48.00	1117273	101
Jail	JAMES KELLY ROBERTS III	2188	1343	1/30/2009	5318.55	1117288	101

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Jail	MARTIN THOMAS	2185	PRISONER TRSPRT	1/30/2009	32.00	1117301	101
Juvenile Court	KNOXVILLE AREA COMMUNITY CENTER	572711	C100803	1/16/2009	169.95	1116803	101
Juvenile Court	JAMES F HATCHER III	572665	12/08	1/16/2009	45.90	1116794	101
Juvenile Services	PARK MED URGENT CARE CENTER	2163	29536	1/16/2009	45.00	1116818	101
Juvenile Services	LONNIE GARNER	2182	PRISONER TRSPRT	1/23/2009	26.00	1117073	101
Juvenile Services	PHILIP BYRD	2183	PRISONER TRSPRT	1/23/2009	26.00	1117082	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	7564	13616	1/9/2009	250.00	1116365	101
Medical Examiner	UNIVERSITY PATHOLOGISTS PC	7651	1-2009	1/16/2009	2600.00	1116846	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	7726	13663	1/16/2009	100.00	1116753	101
MISCELLANEOUS	BLOUNT COUNTY TRUSTEE	2174	WORKERS COMP	1/23/2009	294928.00	1117040	101
Operating Transfers	BLOUNT COUNTY PUBLIC LIBRARY	572649	08/09 2&3 CONTRIB	1/16/2009	449760.00	1116757	101
Other Charges	BLOUNT COUNTY TRUSTEE	2154	SEE ATTACHED	1/9/2009	6324.00	1116371	101
Other General Admin	GODDARD & GAMBLE, ATT.	7571	4655	1/9/2009	1064.00	1116404	101
Other General Admin	CITY OF MARYVILLE	572614	351253,	1/9/2009	415.88	1116384	101
Other General Admin	AT&T	572610	8656818925	1/9/2009	41.58	1116363	101
Other General Admin	METROCALL INC	572612	S0045752A	1/9/2009	84.50	1116437	101
Other General Admin	BASS, BERRY, & SIMS PLC	7574	325252	1/9/2009	3714.50	1116366	101
Other General Admin	PAETEC COMMUNICATIONS, INC.	572623	100962	1/9/2009	3386.62	1116447	101
Other General Admin	MAIL PROCESSING CENTER INC	7566	DEC.08	1/9/2009	6968.69	1116431	101
Other General Admin	UNISHIPPERS	7567	1004586097	1/9/2009	11.53	1116481	101
Other General Admin	UNISHIPPERS	7568	1004573257	1/9/2009	30.62	1116481	101
Other General Admin	UNISHIPPERS	572629	1004600179	1/9/2009	10.65	1116481	101
Other General Admin	CELLEO PARTNERSHIP	2129	1485580205	1/9/2009	120.87	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2130	1485580205	1/9/2009	52.37	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2131	1485580205	1/9/2009	131.20	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2132	1485580205	1/9/2009	40.54	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2133	1485580205	1/9/2009	40.29	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2134	1485580205	1/9/2009	80.58	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2135	1485580205	1/9/2009	74.60	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2136	1485580205	1/9/2009	37.30	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2137	1485580205	1/9/2009	202.91	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2138	1485580205	1/9/2009	43.79	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2139	1485580205	1/9/2009	37.55	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2140	1485580205	1/9/2009	80.58	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2141	1485580205	1/9/2009	40.29	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2142	1485580205	1/9/2009	203.98	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2143	1485580205	1/9/2009	394.97	1116487	101

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Other General Admin	CELLEO PARTNERSHIP	2144	1485580205	1/9/2009	206.45	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2145	1485580205	1/9/2009	86.66	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2146	1485580205	1/9/2009	40.29	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2149	1485580205	1/9/2009	5542.31	1116487	101
Other General Admin	CELLEO PARTNERSHIP	2156	AC 920602757	1/9/2009	1443.52	1116487	101
Other General Admin	CELLEO PARTNERSHIP	572625	1496201011	1/9/2009	80.58	1116487	101
Other General Admin	CELLEO PARTNERSHIP	572628	1496201011	1/9/2009	131.20	1116487	101
Other General Admin	AT&T	572642	865M451607	1/14/2009	212.00	1116694	101
Other General Admin	LUCENT TECHNOLOGIES INC.	572641	8659825123	1/14/2009	32.63	1116697	101
Other General Admin	CITY OF ALCOA	572657	460032601	1/16/2009	18.54	1116768	101
Other General Admin	FEDERAL EXPRESS CORP	572662	904312945	1/16/2009	50.00	1116783	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	7897	713-1640-2	1/16/2009	51.06	1116786	101
Other General Admin	UNITED PARCEL SERVICE	2165	F63726019	1/16/2009	21.51	1116844	101
Other General Admin	AT&T	572653	8659837491	1/16/2009	53.83	1116751	101
Other General Admin	AT&T	572654	8659839749	1/16/2009	103.78	1116751	101
Other General Admin	AT&T	572658	865M456715	1/16/2009	564.04	1116751	101
Other General Admin	AT&T	572664	8659825123	1/16/2009	83.16	1116751	101
Other General Admin	AT&T	572655	615Q791552	1/16/2009	45.35	1116752	101
Other General Admin	GODDARD & GAMBLE, ATT.	572740	4651	1/23/2009	100.00	1117061	101
Other General Admin	CITY OF MARYVILLE	7900	346157,346158,346167	1/23/2009	85.15	1117048	101
Other General Admin	CITY OF MARYVILLE	7901	442953	1/23/2009	19.15	1117048	101
Other General Admin	UNITED PARCEL SERVICE	2181	F63726029	1/23/2009	20.74	1117094	101
Other General Admin	CELLEO PARTNERSHIP	572737	1505101954	1/23/2009	36.24	1117046	101
Other General Admin	FORT LOUDOUN ELECTRIC COOPERATIVE	7937	798-2638-1	1/29/2009	18.48	1117215	101
Other General Admin	CITY OF MARYVILLE	4533	GIS BILLING	1/30/2009	24296.56	1117268	101
Other General Admin	CITY OF MARYVILLE	4535	332119,332131	1/30/2009	63.52	1117270	101
Other General Admin	POSTMASTER	4523	PERMIT#165	1/30/2009	180.00	1117310	101
Other General Admin	AT&T	4529	CNTY EXEC	1/30/2009	41.30	1117256	101
Other General Admin	UNISHIPPERS	4524	1004625195	1/30/2009	24.51	1117331	101
Other General Admin	CELLEO PARTNERSHIP	2196	1496201011	1/30/2009	7182.78	1117264	101
Other Local Health	AT&T	7576	86598035710011863	1/9/2009	135.09	26116672	263
Other Local Health	ALLSCRIPTS, INC.	7575	1344163	1/9/2009	221.29	26116671	263
Other Local Health	AT&T	7861	615Q787456	1/16/2009	105.91	26116997	263
Other Local Health	ALLSCRIPTS, INC.	7860	1345554,1345809	1/16/2009	616.43	26116996	263
Other Local Welfare Servi	HELEN ROSS MCNABB CENTER INC	2122	JUN,JUL,AUG	1/9/2009	31082.16	1116407	101
Parks & Fairs Boards	RECREATION & PARKS COMMISSION	572669	3RD/FY CONTRIB	1/16/2009	167513.25	1116822	101
PBA	ATMOS ENERGY	7650	54666	1/9/2009	1000.00	89116661	189

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PBA	CITY OF ALCOA	7862	W.O.17004	1/16/2009	8685.00	89116993	189
Planning	JOHN LAMB	4528	OFFICE REIMB	1/30/2009	16.79	1117291	101
Property Assessors	SUNTRUST BANK CARD	572779	WALMT	1/28/2009	44.92	1117198	101
Property Assessors	SUNTRUST BANK CARD	572780	OFF.DEPOT	1/28/2009	46.60	1117198	101
Public Defend	EDGAR A WILDER	7649	10/28-31/8	1/9/2009	736.22	1116396	101
Public Defend	STATE OF TENNESSEE	7578	E.WILDER	1/9/2009	75.00	1116467	101
Public Library	MATTHEW BENDER & CO INC	7619	79861970	1/9/2009	602.60	15116499	115
Public Library	ATMOS ENERGY	7558	000102703	1/9/2009	3598.20	15116492	115
Public Library	KNOXVILLE NEWS-SENTINEL	7642	111900	1/9/2009	116.00	15116497	115
Public Library	MILNER DOCUMENT PRODUCTS INC	7640	722099	1/9/2009	1254.00	15116500	115
Public Library	RECORDED BOOKS INC	7639	SEE ATTACHED	1/9/2009	3320.60	15116505	115
Public Library	THE GALE GROUP INC	7643	SEE ATTACHED	1/9/2009	933.91	15116511	115
Public Library	PAETEC COMMUNICATIONS, INC.	7621	35377263	1/9/2009	833.59	15116503	115
Public Library	AT&T ADVERTISING &PUBLISHING	7620	431418	1/9/2009	119.22	15116491	115
Public Library	DEREK W HARRELL	7641	30843	1/9/2009	231.00	15116494	115
Public Library	BAKER & TAYLOR	7871	SEE ATTACHED	1/16/2009	5067.66	15116873	115
Public Library	BAKER & TAYLOR	7872	SEE ATTACHED	1/16/2009	325.12	15116873	115
Public Library	MATTHEW BENDER & CO INC	7699	8073555X	1/16/2009	30.80	15116862	115
Public Library	MCGRAW HILL COMPANIES	7698	44594428001	1/16/2009	193.93	15116863	115
Public Library	BAKER & TAYLOR INC	7873	SEE ATTACHED	1/16/2009	14.30	15116855	115
Public Library	CHIVERS NORTH AMERICA, INC.	7904	346553	1/23/2009	71.88	15117102	115
Public Library	BLOUNT COUNTY TRUSTEE	8052	CHARGE W/C	1/30/2009	155.00	15117339	115
Public Library	BLOUNT COUNTY TRUSTEE	8053	CHARGE W/C	1/30/2009	1315.00	15117339	115
Public Library	BLOUNT COUNTY TRUSTEE	8054	CHARGE W/C	1/30/2009	54.00	15117339	115
Public Library	CITY OF MARYVILLE	8068	341307,341312	1/30/2009	13161.48	15117341	115
Public Library	ATMOS ENERGY	8063	000102703	1/30/2009	4418.59	15117337	115
Public Library	COMMERCE CLEARING HOUSE	8067	9458483	1/30/2009	525.20	15117342	115
Public Library	OMNIGRAPHICS INC	8066	103471-8531	1/30/2009	231.12	15117348	115
Public Library	CHARTER COMMUNICATIONS	7938	8353200040065544	1/30/2009	179.00	15117340	115
Public Library	THE GALE GROUP INC	8062	SEE ATTACHED	1/30/2009	646.38	15117355	115
Public Library	STATE OF TENNESSEE	8064	411875	1/30/2009	50.00	15117352	115
Public Library	STATE OF TENNESSEE	8065	411397	1/30/2009	50.00	15117352	115
Purchasing	LAURI BELL	7565	DEC.08	1/9/2009	4.32	1116427	101
Purchasing	SUSAN BULLEN	7572	DEC.08	1/9/2009	32.94	1116469	101
Rabies & Animal Control	CITY OF MARYVILLE	4530	ANIMAL CTRL FEES	1/30/2009	173.00	1117269	101
Records Management	AT&T	4526	RECORDS MGMT	1/30/2009	115.67	1117256	101
Register of Deeds	JOANNA BELCHER	7825	NOV.08	1/16/2009	28.62	1116796	101

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Register of Deeds	JOANNA BELCHER	7826	DEC.08	1/16/2009	24.84	1116796	101
Register of Deeds	NIHLA MCCALL	572673	12/19-1/12/09	1/16/2009	12.96	1116812	101
Sanitation & Waste	ATMOS ENERGY	572619	5046120422472963	1/9/2009	2778.08	1116364	101
Schools	ATMOS ENERGY	4455	004806623	1/7/2009	5402.67	41116331	141
Schools	CITY OF ALCOA	4461	JANUARY 2009	1/9/2009	18877.59	41116547	141
Schools	CITY OF ALCOA	4502	DEC 08	1/9/2009	69256.77	41116547	141
Schools	CITY OF ALCOA	4502	DEC 08	1/9/2009	1254.55	41116547	141
Schools	BARBARA B GREGORY	4486	DECEMBER 2008	1/9/2009	617.91	41116538	141
Schools	BLOUNT COUNTY TRUSTEE	4460	PAYROLL 4	1/9/2009	134912.00	41116540	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	4462	JANUARY 2009	1/9/2009	1048.51	41116557	141
Schools	FRANK CONNATSER	4487	DECEMBER 2008	1/9/2009	226.10	41116558	141
Schools	FRANKLIN TEFFETELLER	4474	DECEMBER 2008	1/9/2009	133.03	41116559	141
Schools	GODDARD & GAMBLE, ATT.	4498	4652	1/9/2009	1837.50	41116562	141
Schools	JACK CLEMMER	4488	DECEMBER 2008	1/9/2009	445.54	41116565	141
Schools	JAMES O. HATCHER	4484	DECEMBER 2008	1/9/2009	246.05	41116568	141
Schools	SMITH BUS LINES	4468	DECEMBER 2008	1/9/2009	598.50	41116610	141
Schools	CITY OF MARYVILLE	4463	JANUARY 2009	1/9/2009	4284.46	41116549	141
Schools	CITY OF MARYVILLE	4463	JANUARY 2009	1/9/2009	613.01	41116549	141
Schools	OLLIE H BORING	4491	DECEMBER 2008	1/9/2009	2467.30	41116592	141
Schools	SAM H MCCALL	4480	DECEMBER 2008	1/9/2009	240.99	41116606	141
Schools	TN DEPT OF LABOR AND WORKFORCE	4497	650-222 650-221	1/9/2009	1530.50	41116625	141
Schools	TUCKALEECHEE UTILITY	4464	JANUARY 2009	1/9/2009	643.90	41116628	141
Schools	AT&T	4466	DEC 17 2008	1/9/2009	79.62	41116536	141
Schools	JIMMY RAY HATCHER	4483	DECEMBER 2008	1/9/2009	415.22	41116570	141
Schools	AACET	4501	120408	1/9/2009	25.00	41116529	141
Schools	REED BUS SERVICE, INC.	4476	DECEMBER 2008	1/9/2009	839.75	41116599	141
Schools	JUNIOR LELAND PICKENS	4477	DECEMBER 2008	1/9/2009	454.32	41116573	141
Schools	WILBUR CLINTON HUFFMAN	4482	DECEMBER 2008	1/9/2009	2641.39	41116633	141
Schools	SHARON S WALKER	4473	DECEMBER 2008	1/9/2009	285.95	41116609	141
Schools	LEANN M. LAMBERT	4481	DECEMBER 2008	1/9/2009	1439.06	41116579	141
Schools	LEANN M. LAMBERT	4495	MILEAGE DEC 08	1/9/2009	5120.33	41116579	141
Schools	RICHARD L BLAIR	4493	DECEMBER 2008	1/9/2009	1404.45	41116601	141
Schools	NANCY SCHLIESMAN	4494	MILEAGE DEC 08	1/9/2009	16.24	41116589	141
Schools	MURPHY TRUCKING, INC	4479	DECEMBER 2008	1/9/2009	304.03	41116587	141
Schools	TIMOTHY D BROWN	4490	DECEMBER 2008	1/9/2009	276.10	41116623	141
Schools	ISAAC EUGENE MCLEMORE	4469	DECEMBER 2008	1/9/2009	199.50	41116564	141
Schools	FINCHUM SERVICES, INC	4485	DECEMBER 2008	1/9/2009	582.67	41116556	141

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Schools	STAR LIMOUSINE SERVICE	4470	DECEMBER 2008	1/9/2009	399.00	41116612	141
Schools	JAMES MONTGOMERY SHOPE	4475	DECEMBER 2008	1/9/2009	1771.52	41116567	141
Schools	DOUGLAS WEST	4471	DECEMBER 2008	1/9/2009	472.74	41116553	141
Schools	NANCY J BORING	4492	DECEMBER 2008	1/9/2009	199.50	41116588	141
Schools	PASS BUS SERVICE	4478	DECEMBER 2008	1/9/2009	1025.68	41116594	141
Schools	BRENDA JONES	4467	DECEMBER 2008	1/9/2009	598.50	41116543	141
Schools	ROCKY TOP TOURS LLC	4489	DECEMBER 2008	1/9/2009	2141.43	41116603	141
Schools	JUDY A WATKINS	4472	DECEMBER 2008	1/9/2009	244.45	41116572	141
Schools	JOYCE M STUCKWISH	4465	MILEAGE 10-12/08	1/9/2009	23.49	41116571	141
Schools	CITY OF ALCOA	4515	143-3490-01,	1/16/2009	235.55	41116902	141
Schools	CITY OF ALCOA	572678	A/C 070-0765-01	1/16/2009	4053.71	41116902	141
Schools	FRIENDSVILLE CITY WATER WORKS	4510	0001-21750-001,	1/16/2009	372.96	41116907	141
Schools	SOUTH BLOUNT UTILITY DIST	4509	0020-00100-000,	1/16/2009	4836.75	41116923	141
Schools	ATMOS ENERGY	4513	2553842,	1/16/2009	16719.98	41116896	141
Schools	AT&T	572644	1-866-620-6000	1/16/2009	212.00	41116895	141
Schools	U S CELLULAR	572643	818705130-040	1/16/2009	44.88	41116930	141
Schools	STAPLES INC	572708	8226533001	1/16/2009	263.50	41116925	141
Schools	MAIL PROCESSING CENTER INC	4512	12'08	1/16/2009	383.36	41116918	141
Schools	AMANDA L CLAYBORNE-SMITH	4514	12'08	1/16/2009	15.08	41116893	141
Schools	CITY OF ALCOA	572729	041-0015-01,	1/23/2009	34404.33	41117118	141
Schools	CITY OF ALCOA	572729	041-0015-01,	1/23/2009	2197.80	41117118	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	572731	731-2000-1	1/23/2009	1053.43	41117120	141
Schools	CITY OF MARYVILLE	572733	317295,	1/23/2009	6409.17	41117119	141
Schools	CITY OF MARYVILLE	572733	317295,	1/23/2009	382.76	41117119	141
Schools	SOUTH BLOUNT UTILITY DIST	572730	0057-00500-001,	1/23/2009	3585.27	41117128	141
Schools	ATMOS ENERGY	572715	50-000131508-2472615-8	1/23/2009	5553.72	41117115	141
Schools	ATMOS ENERGY	572732	50-004896599-2551042-4	1/23/2009	8037.56	41117115	141
Schools	WILLIAM BLOUNT HIGH SCHOOL	572714	01/14/09 TRANSCRIPTS	1/23/2009	194.40	41117131	141
Schools	AMERIGAS	572713	19650-314698A	1/23/2009	131.56	41117114	141
Schools	CELLEO PARTNERSHIP	572712	1504763795	1/23/2009	9.28	41117117	141
Schools	BARBARA B GREGORY	572758	12/19/08	1/26/2009	7753.45	41117163	141
Schools	FRANK CONNATSER	572762	12/19/08	1/26/2009	3410.82	41117167	141
Schools	JACK CLEMMER	572752	12/19/08	1/26/2009	7063.11	41117169	141
Schools	JAMES O. HATCHER	572750	12/19/08	1/26/2009	3703.23	41117171	141
Schools	SMITH BUS LINES	572768	PP6,1-30-09	1/26/2009	8657.00	41117185	141
Schools	OLLIE H BORING	572755	12/19/08	1/26/2009	34119.40	41117178	141
Schools	OLLIE H BORING	572773	PP6,1-30-09	1/26/2009	3171.00	41117178	141

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Schools	SAM H MCCALL	572758	12/19/08	1/26/2009	3665.95	41117183	141
Schools	JIMMY RAY HATCHER	572749	12/19/08	1/26/2009	6766.81	41117172	141
Schools	REED BUS SERVICE, INC.	572763	12/19/08	1/26/2009	11423.39	41117180	141
Schools	JUNIOR LELAND PICKENS	572753	12/19/08	1/26/2009	7127.86	41117174	141
Schools	WILBUR CLINTON HUFFMAN	572757	12/19/08	1/26/2009	38352.28	41117187	141
Schools	SHARON S WALKER	572751	12/19/08	1/26/2009	3707.01	41117184	141
Schools	LEANN M. LAMBERT	572746	12/19/08	1/26/2009	3673.80	41117175	141
Schools	LEANN M. LAMBERT	572770	PP6,1-30-09	1/26/2009	15213.00	41117175	141
Schools	RICHARD L BLAIR	572748	12/19/08	1/26/2009	20527.56	41117181	141
Schools	MURPHY TRUCKING, INC	572747	12/19/08	1/26/2009	4276.21	41117176	141
Schools	TIMOTHY D BROWN	572743	12/19/08	1/26/2009	3779.68	41117186	141
Schools	ISAAC EUGENE MCLEMORE	572769	PP6,1-30-09	1/26/2009	3117.00	41117168	141
Schools	FINCHUM SERVICES, INC	572744	12/19/08	1/26/2009	9091.34	41117166	141
Schools	JAMES MONTGOMERY SHOPE	572745	12/19/08	1/26/2009	29108.93	41117170	141
Schools	DOUGLAS WEST	572760	12/19/08	1/26/2009	7122.88	41117165	141
Schools	NANCY J BORING	572772	PP6,1-30-09	1/26/2009	3117.00	41117177	141
Schools	PASS BUS SERVICE	572754	12/19/08	1/26/2009	12896.98	41117179	141
Schools	PASS BUS SERVICE	572767	PP6,1-30-09	1/26/2009	3117.00	41117179	141
Schools	BRENDA JONES	572774	PP6,1-30-09	1/26/2009	6557.00	41117164	141
Schools	ROCKY TOP TOURS LLC	572761	12/19/08	1/26/2009	26871.41	41117182	141
Schools	ROCKY TOP TOURS LLC	572771	PP6,1-30-09	1/26/2009	12175.00	41117182	141
Schools	JUDY A WATKINS	572756	12/19/08	1/26/2009	3400.94	41117173	141
Schools	CITY OF ALCOA	572834	080-6118-01,	1/30/2009	12566.83	41117380	141
Schools	CITY OF ALCOA	572834	080-6118-01,	1/30/2009	509.90	41117380	141
Schools	CITY OF ALCOA	572835	070-0770-01,	1/30/2009	31913.93	41117380	141
Schools	BLOUNT COUNTY TRUSTEE	572839	CHG WC	1/30/2009	161555.00	41117376	141
Schools	CITY OF MARYVILLE	572837	334781,	1/30/2009	1822.00	41117381	141
Schools	SEVIER COUNTY ELECTRIC SYSTEM	572797	3016201,	1/30/2009	5275.56	41117400	141
Schools	ATMOS ENERGY	572833	50-004810427-2528429-0	1/30/2009	9359.89	41117375	141
Schools	ATMOS ENERGY	572838	50-000134709-0035747-3	1/30/2009	2031.56	41117375	141
Schools	UNITED PARCEL SERVICE	572795	00004RW236039	1/30/2009	41.98	41117407	141
Schools	AT&T	572796	865 M42-2114 001 1861	1/30/2009	169.60	41117373	141
Schools	AT&T	572799	865 379-5314 811 1862,	1/30/2009	312.15	41117373	141
Schools	AT&T	572832	865-977-9011 192 1864,	1/30/2009	74.57	41117373	141
Schools	AT&T	572798	865 M42-1955 955	1/30/2009	9339.74	41117374	141
Schools	LUCENT TECHNOLOGIES INC.	572831	020 085 9507 001	1/30/2009	895.61	41117389	141
Schools	MR T'S RAPID FLOW FOOD MARKET	572829	489719,	1/30/2009	813.58	41117394	141

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Schools	AMERIGAS	572836	1650-315188A,	1/30/2009	3212.92	41117371	141
Schools	CELLEO PARTNERSHIP	572830	1509083798	1/30/2009	1389.89	41117379	141
Sheriffs Department	AT&T	2126	86598144660011862	1/9/2009	147.45	1116363	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	2159	036001250000	1/16/2009	30.87	1116829	101
Sheriffs Department	AT&T	2160	615Q795752752	1/16/2009	223.40	1116752	101
Sheriffs Department	RONALD DUNN SR.	2157	BSORT SUPPLIES	1/16/2009	37.89	1116824	101
Sheriffs Department	ALAN GRONSTROM	2166	FUEL	1/16/2009	20.01	1116746	101
Sheriffs Department	DOYLE WHITEHEAD	2164	MOWER FUEL	1/16/2009	16.50	1116779	101
Sheriffs Department	FORT LOUDOUN ELECTRIC COOPERATIVE	2180	ATTACHED	1/23/2009	420.57	1117059	101
Sheriffs Department	CITY OF ALCOA	2190	050358406	1/30/2009	18.54	1117267	101
Sheriffs Department	AT&T	2189	86537904330011862	1/30/2009	139.34	1117256	101
Soil Conservation	OCE IMAGISTICS INTERNATIONAL INC	572624	411250380	1/9/2009	50.00	1116444	101
Storm Water	TEMPORARY VENDOR	572738	REIMB	1/23/2009	13.97	1117098	101
Tourism	BLOUNT COUNTY INDUSTRIAL BOARD	572671	SMVB/ADM.COST	1/16/2009	24022.15	1116756	101
Veterans Services	CALLOWAY OIL CO	572609	83576	1/9/2009	17.04	1116378	101
Veterans Services	CALLOWAY OIL CO	572627	83686	1/9/2009	15.10	1116378	101
Veterans Services	SUNTRUST BANK CARD	572751	MARRIOTT	1/28/2009	208.52	1117198	101
Veterans Services	CALLOWAY OIL CO	4537	83861	1/30/2009	23.88	1117261	101
Veterans Services	DONNA HATCHER	4527	MILEAGE REIMB	1/30/2009	12.96	1117274	101
Vistors Center	HERITAGE PROPANE GAS	572613	14105	1/9/2009	465.61	1116408	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	572604	1191101,	1/9/2009	668.99	1116460	101
Vistors Center	TUCKALEECHIEE UTILITY	572611	4200300001	1/9/2009	88.00	1116479	101
Vistors Center	CELLEO PARTNERSHIP	2147	1485580205	1/9/2009	82.27	1116487	101
Vistors Center	BLOUNT COUNTY INDUSTRIAL BOARD	572672	VCT/ADM.COST	1/16/2009	8007.38	1116756	101
Vistors Center	PAETEC COMMUNICATIONS, INC.	572674	35454338	1/16/2009	1105.88	1116817	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	4522	92766247	1/30/2009	788.55	1117317	101
Vistors Center	CELLEO PARTNERSHIP	2195	1496201011	1/30/2009	82.27	1117264	101

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Accounting & Budgeting	DANA WEST	7903	12/08-1/09	1/23/2009	12.96	1117052	101
Accounting & Budgeting	SUNTRUST BANK CARD	572778	SULLIVANS	1/28/2009	10.67	1117198	101
Building Codes	MARTY L YATE	80900	DEC.08	1/9/2009	31.32	1116432	101
Building Commissioner	ROGER FIELDS	75446	DEC.08	1/9/2009	95.58	1116456	101
Central Cafeteria	DIANE EVERETT	572682	12'08	1/16/2009	17.98	43116956	143
Central Cafeteria	NANCY GIBSON	572680	12'08	1/16/2009	15.43	43116967	143
Central Cafeteria	TERESA A GENTRY	81728	12'08	1/16/2009	143.26	43116974	143
Central Cafeteria	DEBRA JANE HATCHER	572679	12'08	1/16/2009	30.74	43116954	143
Central Cafeteria	SHERRY THACKER	81737	12'08	1/16/2009	69.60	43116971	143
Central Cafeteria	FREDDY ROBERTS	572681	12'08	1/16/2009	32.48	43116960	143
Central Cafeteria	BEVERLY HACKNEY	80682	12'08	1/16/2009	23.90	43116951	143
Central Cafeteria	EDWARD NED CONNELL	81731	12'08	1/16/2009	61.48	43116958	143
Central Cafeteria	DONNA GREGORY	75607	12'08	1/16/2009	47.56	43116957	143
Central Cafeteria	JOHN ROGERS	572683	12'08	1/16/2009	46.98	43116963	143
Central Cafeteria	SHARON BREEDEN	81729	12'08	1/16/2009	105.56	43116970	143
Central Cafeteria	YVONNE BUCHANAN	73299	12'08	1/16/2009	51.97	43116977	143
Central Cafeteria	CAROLYN E HEMBREE	81424	12'08	1/16/2009	103.53	43116953	143
Central Cafeteria	KAREN M KOCH	80745	12'08	1/16/2009	34.80	43116964	143
Central Cafeteria	SANDRA K MORGAN	80747	12'08	1/16/2009	23.61	43116969	143
Circuit Court Clerk	DONNA MARTIN	572607	12/08	1/9/2009	46.88	1116393	101
Circuit Court Clerk	SUNTRUST BANK CARD	80767	EXXON	1/28/2009	42.65	1117198	101
Circuit Court Clerk	SUNTRUST BANK CARD	81109	CHILI'S	1/28/2009	2.01	1117198	101
County Trustee	ROBIN HICKS	572677	10-11-12/08	1/16/2009	6.04	1116823	101
County Trustee	SUE MAGARGLE	572676	10-11-12/08	1/16/2009	14.04	1116834	101
Election Commission	OMER O. DYER	75159	12/10-11/08	1/9/2009	35.64	1116446	101
Election Commission	DONALD G.WALKER	83080	12/11/08	1/9/2009	34.56	1116392	101
Election Commission	MAE OWENBY	83079	12/10-11/8	1/30/2009	48.35	1117300	101
Federal Projects	JUDY ALISA TEFFETELLER	82626	MILEAGE DEC08	1/9/2009	85.55	42116639	142
Federal Projects	MARK P DOWLEN	83402	1/21/09	1/30/2009	204.75	42117410	142
Federal Projects	DAVID C MURRELL	80179	12'08	1/30/2009	55.22	42117409	142
Field Line Inspection	GARY FERGUSON	75437	DEC.08	1/9/2009	367.20	1116403	101
Field Line Inspection	GREGORY A MOYERS	75438	DEC.08	1/9/2009	390.42	1116406	101
Field Line Inspection	J MICHAEL DOSSETT	75436	DEC.08	1/9/2009	197.10	1116414	101
Field Line Inspection	BRAD BOWERS	75439	DEC.08	1/9/2009	354.78	1116373	101
General Sessions Judges	SHERATON NASHVILLE DOWNTOWN	83234	2/10-11/09	1/9/2009	337.08	1116462	101
General Sessions Judges	SHERATON NASHVILLE DOWNTOWN	83234	HEADRICK	1/16/2009	337.08	1116828	101
General Sessions Judges	SHERATON NASHVILLE DOWNTOWN	83234	GALLEGOS	1/23/2009	337.08	1117085	101

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Human Resources	SUNTRUST BANK CARD	64552	UT MED CT	1/28/2009	35.00	1117198	101
Information Technology	SHARON BAKER	572606	11/08	1/9/2009	16.52	1116461	101
Information Technology	SHARON BAKER	572651	12/08	1/16/2009	18.79	1116827	101
Information Technology	STERLING STREVEL	572650	12/08	1/16/2009	23.54	1116833	101
Information Technology	STERLING STREVEL	572659	11/08	1/16/2009	3.89	1116833	101
Ins/Risk Management	LINDSEY MONDAY	7602	1/05/09	1/9/2009	18.25	1116429	101
Inspection & Regulation	ANITA BOLINGER	80191	DEC.08	1/9/2009	20.76	1116361	101
Inspection & Regulation	ANITA BOLINGER	82952	DEC.08	1/9/2009	183.90	1116361	101
Inspection & Regulation	NANCY JOHNSON	80192	12/08	1/9/2009	53.54	1116442	101
Inspection & Regulation	NANCY JOHNSON	82953	MILEAGE	1/9/2009	21.52	1116442	101
Inspection & Regulation	BETTY R MCKENZIE	80290	DEC.08	1/9/2009	41.50	1116367	101
Inspection & Regulation	BETTY R MCKENZIE	82950	DEC.08	1/9/2009	126.44	1116367	101
Inspection & Regulation	SUSAN NUCHOLS	81497	12/08	1/9/2009	71.28	1116470	101
Inspection & Regulation	DEJANEE R HILL	81498	12/08	1/16/2009	114.48	1116775	101
Jail	DAVID WHEELER	82258	PRISONER TRSPRT	1/9/2009	42.00	1116388	101
Jail	BRANDON GRAY	72498	PRISONER TRSPRT	1/9/2009	32.00	1116374	101
Jail	DAVID WHEELER	2173	PRISONER TRSPRT	1/16/2009	16.00	1116774	101
Jail	DAVID WHEELER	82258	PRISONER TRSPRT	1/16/2009	52.00	1116774	101
Jail	DAVID WHEELER	82258	PRISONER TRSPRT	1/16/2009	32.00	1116774	101
Jail	CHRISTOPHER MCCONKEY	73842	PRISONER TRSPRT	1/16/2009	32.00	1116767	101
Jail	DAVID WHEELER	83469	PRISONER TRSPRT	1/23/2009	48.00	1117053	101
Jail	JOSH SULLIVAN	2178	PRISONER TRSPRT	1/23/2009	32.00	1117069	101
Jail	LUANNE HATCHER	2177	PRISONER TRSPRT	1/23/2009	16.00	1117074	101
Jail	BREVARD EXTRADITIONS, INC.	83186	5591	1/23/2009	395.51	1117042	101
Jail	BREVARD EXTRADITIONS, INC.	83261	5572	1/23/2009	889.97	1117042	101
Jail	ALVIN BREEDEN	2179	PRISONER TRSPRT	1/23/2009	16.00	1117033	101
Jail	SUNTRUST BANK CARD	81306	KANGAROO EXPRESS	1/28/2009	27.50	1117198	101
Jail	DAVID WHEELER	2186	PRISONER TRSPRT	1/30/2009	48.00	1117273	101
Jail	MARTIN THOMAS	2185	PRISONER TRSPRT	1/30/2009	32.00	1117301	101
Jail	BREVARD EXTRADITIONS, INC.	75638	5619	1/30/2009	670.00	1117259	101
Jail	BREVARD EXTRADITIONS, INC.	82281	5658	1/30/2009	799.00	1117259	101
Jail	BREVARD EXTRADITIONS, INC.	83392	5658	1/30/2009	714.31	1117259	101
Juvenile Court	JILL CUSACK	75725	12/08	1/9/2009	98.82	1116418	101
Juvenile Court	JAMES F HATCHER III	572665	12/08	1/16/2009	45.90	1116794	101
Juvenile Court	TENNESSEE COUNCIL OF JUVENILE &	83528	REG FEES	1/30/2009	60.00	1117324	101
Juvenile Court	WILLIAM TERRY DENTON	83525	TRAVEL REIMB	1/30/2009	330.00	1117333	101
Juvenile Court	WILLIAM TERRY DENTON	83656	PARKING	1/30/2009	60.00	1117333	101

CC/Fund Name	Vendor Name	VCHR_N	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUND
Juvenile Court	TN GENERAL SESSIONS JUDGES CONF	83527	REG FEES	1/30/2009	80.00	1117327	101
Juvenile Court	SHERATON NASHVILLE DOWNTOWN	83524	TRAVEL	1/30/2009	804.00	1117318	101
Juvenile Court	SANDRA E. MYATT	83526	TRAVEL REIMB	1/30/2009	114.00	1117316	101
Juvenile Services	LONNIE GARNER	2182	PRISONER TRSPRT	1/23/2009	26.00	1117073	101
Juvenile Services	PHILIP BYRD	2183	PRISONER TRSPRT	1/23/2009	26.00	1117082	101
Medical Personnel	DEANNA FIELDS	73798	12/12/08	1/9/2009	17.28	1116389	101
Medical Personnel	KARRIN REINHEIMER	73397	DEC.08	1/9/2009	41.57	1116420	101
Property Assessors	PHIL WILLIAMS	75114	NOV.08	1/9/2009	15.12	1116448	101
Property Assessors	MATTHEW MILLER	81532	DEC.08	1/9/2009	28.68	1116435	101
Property Assessors	MATTHEW MILLER	83277	DEC.08	1/9/2009	49.62	1116435	101
Public Defend	EDGAR A WILDER	7649	10/28-31/8	1/9/2009	736.22	1116396	101
Public Library	RICHARD PHELPS	73748	DEC.08	1/9/2009	12.14	15116506	115
Public Library	RICHARD PHELPS	75166	DEC.08	1/9/2009	14.32	15116506	115
Public Library	KATHRYN PAGLES	82290	12/17/08	1/16/2009	65.08	15116861	115
Public Library	DEBORAH BARNETT	81872	NOV-DEC/08	1/16/2009	21.60	15116857	115
Public Library	TERESA P. VOGT	72831	NOV.08	1/16/2009	55.08	15116867	115
Public Library	JOAN VANSICKLE SLOAN	74201	1/16/09	1/23/2009	19.44	15117105	115
Public Library	TERESA P. VOGT	72831	JAN.09	1/30/2009	15.12	15117354	115
Purchasing	LAURI BELL	7565	DEC.08	1/9/2009	4.32	1116427	101
Purchasing	SUSAN BULLEN	7572	DEC.08	1/9/2009	32.94	1116469	101
Register of Deeds	JOANNA BELCHER	7825	NOV.08	1/16/2009	28.62	1116796	101
Register of Deeds	JOANNA BELCHER	7826	DEC.08	1/16/2009	24.84	1116796	101
Register of Deeds	NIHLA MCCALL	572673	12/19-1/12/09	1/16/2009	12.96	1116812	101
Schools	KEN WAHLERS	80118	MILEAGE DEC08	1/9/2009	29.00	41116576	141
Schools	LYNDA G LYDA	82539	MILEAGE DEC08	1/9/2009	191.13	41116581	141
Schools	JANE S MORTON	82409	MILEAGE 1119-121808	1/9/2009	100.92	41116569	141
Schools	WANDA TAYLOR	80668	MILEAGE DEC08	1/9/2009	44.66	41116630	141
Schools	KAREN MOFFATT	81491	MILEAGE DEC08	1/9/2009	40.89	41116574	141
Schools	MARCY HAMMONDS	74192	MILEAGE DEC08	1/9/2009	8.70	41116582	141
Schools	ROBIN CELESTE COOK	75574	MILEAGE DEC08	1/9/2009	8.50	41116602	141
Schools	ROBIN CELESTE COOK	82837	MILEAGE DEC08	1/9/2009	79.66	41116602	141
Schools	RHONDA LAIL	80675	MILEAGE DEC08	1/9/2009	44.08	41116600	141
Schools	GLENDA THOMAS	72445	MILEAGE DEC08	1/9/2009	10.44	41116561	141
Schools	REBA COMBS	80213	MILEAGE NOV08	1/9/2009	9.28	41116598	141
Schools	SUSAN LEE	82094	MILEAGE	1/9/2009	131.58	41113906	141
Schools	SUSAN LEE	83142	12'08	1/9/2009	7.45	41113906	141
Schools	TINA SIMMERLY	82100	MILEAGE DEC08	1/9/2009	91.06	41116624	141

CC/Fund Name	Vendor Name	VCHR_N	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUND
Schools	NANCY SCHLIESMAN	4494	MILEAGE DEC 08	1/9/2009	16.24	41116589	141
Schools	CRAIG HURST	80854	MILEAGE DEC08	1/9/2009	16.24	41116550	141
Schools	KENDRA PESTERFIELD	82649	MILEAGE DEC08	1/9/2009	41.18	41116577	141
Schools	CHAD LOVEDAY	81584	MILEAGE DEC08	1/9/2009	157.76	41116545	141
Schools	MARION MADORE	81986	MILEAGE DEC08	1/9/2009	40.62	41116583	141
Schools	PAULA JEAN HUGHES	80112	MILEAGE DEC08	1/9/2009	34.36	41116595	141
Schools	PAULA JEAN HUGHES	83143	MILEAGE DEC08	1/9/2009	16.68	41116595	141
Schools	MICHAEL HORTON	81054	MILEAGE DEC08	1/9/2009	254.04	41116586	141
Schools	THELMA P GARNER	80127	MILEAGE DEC 08	1/9/2009	48.72	41116622	141
Schools	LEAH NICOLE WEBB	80125	MILEAGE DEC08	1/9/2009	33.54	41116578	141
Schools	LEAH NICOLE WEBB	83013	MILEAGE DEC 08	1/9/2009	36.54	41116578	141
Schools	LEAH NICOLE WEBB	83013	MILEAGE DEC08	1/9/2009	3.00	41116578	141
Schools	WILMA A NOE	80119	MILEAGE DEC08	1/9/2009	47.56	41116634	141
Schools	JOYCE M STUCKWISH	4465	MILEAGE 10-12/08	1/9/2009	23.49	41116571	141
Schools	ADOPT-A-SCHOOL PARTNERSHIPS INC	83188	MARY BETH BLEVINS M M	1/9/2009	40.00	41116531	141
Schools	DIANE BAIN	82583	12'08	1/16/2009	85.26	41116903	141
Schools	FRANCINE L REYNOLDS	81541	12'08	1/16/2009	49.88	41116906	141
Schools	GLENN VITALE	82582	12'08	1/16/2009	107.30	41116908	141
Schools	TAMELA BURCHFIELD	81490	12'08	1/16/2009	22.18	41116926	141
Schools	TAMELA BURCHFIELD	83123	12'08	1/16/2009	61.92	41116926	141
Schools	LAWRENCE R MCCURDY	81601	12'08	1/16/2009	82.94	41116916	141
Schools	AMANDA L CLAYBORNE-SMITH	4514	12'08	1/16/2009	15.08	41116893	141
Schools	BRAD K LONG	83304	1/11-1/12/09	1/30/2009	248.20	41117377	141
Schools	MELODIE S WALKER	75702	12'08	1/30/2009	12.55	41117392	141
Schools	MELODIE S WALKER	82359	12'08	1/30/2009	40.23	41117392	141
Schools	LEESA TAYLOR	72455	12'08	1/30/2009	17.23	41117388	141
Schools	SHANEA G BORING	80859	12/08	1/30/2009	81.20	41117401	141
Sheriffs Department	HOWARD JOHNSON INN	83285	IND RIVER CO FIRE RESC	1/9/2009	1623.60	1116409	101
Sheriffs Department	OPRYLAND HOTEL	83419	323SG4LPO	1/23/2009	405.68	1117080	101
Sheriffs Department	ANDREW BRAKEBILL	83282	DIVE TRNG	1/23/2009	319.20	1117035	101
Sheriffs Department	SAM MCCROSKEY	83280	DIVE TRNG	1/23/2009	319.20	1117084	101
Sheriffs Department	JEREMIAH BABB	83281	DIVE TRNG	1/23/2009	319.20	1117068	101
Sheriffs Department	NASHVILLE AIRPORT MARRIOTT	83648	FBINAA 1ST QTR	1/30/2009	126.52	1117305	101
Tourism	SUNTRUST BANK CARD	75307	SHERATON	1/28/2009	230.65	1117198	101
Tourism	HERB HANDLY	81098	TRAVEL REIMB	1/30/2009	222.48	1117285	101
Veterans Services	SUNTRUST BANK CARD	572751	MARRIOTT	1/28/2009	208.52	1117198	101
Veterans Services	DONNA HATCHER	4527	MILEAGE REIMB	1/30/2009	12.96	1117274	101