

**LOUDON COUNTY COMMISSION**  
**REGULAR MEETING**  
**December 05, 2005**

- |      |   |                               |
|------|---|-------------------------------|
| (1)  | Public Hearing  |                               |
| (2)  | Opening Of Meeting  |                               |
| (3)  | Roll Call   |                               |
| (4)  | Agenda Adopted  |                               |
| (5)  | Minutes for November 07, 2005 Approved                      |                               |
| (6)  | Comments: Agenda Items                                      |                               |
| (7)  | Construction Board Resolution Adopted                       | <u>Resolution 120505-A</u>    |
| (8)  | Eaton Elementary School Resolution Adopted                  | <u>Resolution 120505-B</u>    |
| (9)  | Board Appointment Resolutions Adopted                       | <u>Resolutions 120505-C-I</u> |
| (10) | Meeting Dates 2006 Approved                                 | <u>Exhibit J</u>              |
| (11) | Holidays 2006 Approved                                      | <u>Exhibit K</u>              |
| (12) | Building Codes Affirmation Resolution Adopted               | <u>Resolution 120505-L</u>    |
| (13) | Library Proposal Approved                                   | <u>Exhibit M</u>              |
| (14) | Bonds and Notaries Approved                                 |                               |
| (15) | Hackney Chapel and Long Road Rezoning Approved              | <u>Resolution 120505-N</u>    |
| (16) | Northshore Rezoning No Action                               | <u>Exhibit O</u>              |
| (17) | Martel and Beals Chapel Roads Rezoning Approved             | <u>Resolution 120505-P</u>    |
| (18) | Allen Shore, Sandy Shore, Holston and Rodney Roads Approved | <u>Resolution 120505-Q</u>    |
| (19) | Highway 11 Rezoning Approved                                | <u>Resolution 120505-R</u>    |
| (20) | Highway 70 Rezoning Approved                                | <u>Resolution 120505-S</u>    |
| (21) | Highway 70/Old Stage Road Rezoning Approved                 | <u>Resolution 120505-T</u>    |
| (22) | Pine Grove and Estes Road Rezoning Deferred                 | <u>Exhibit U</u>              |
| (23) | Watkins Road Rezoning Approved                              | <u>Resolution 120505-V</u>    |
| (24) | Northshore Rezoning No Action                               | <u>Exhibit O</u>              |
| (25) | Rural Metro Contract Approved                               |                               |
| (26) | Board of Education Loan Agreement Resolutions Adopted       | <u>Resolutions 120505-W-Y</u> |
| (27) | General Fund 101 Budget Amendments Approved                 | <u>Exhibit Z</u>              |
| (28) | Federal Drug Control Fund 128 Budget Amendments Approved    | <u>Exhibit AA</u>             |
| (29) | Capital Projects Fund 171 Budget Amendments Approved        | <u>Exhibit BB</u>             |
| (30) | Attorney Report   |                               |
| (31) | Comments: Non-Agenda Items                                  |                               |
| (32) | Adjournment   |                               |



**LOUDON COUNTY COMMISSION  
STATE OF TENNESSEE  
COUNTY OF LOUDON**

**December 05, 2005**

**6:00 PM**

**PUBLIC HEARING**

**(1)  
Public  
Hearing**

1. Request consideration of rezoning property located at the intersection of Hackney Chapel Road and Long Road from A-1, Agriculture-Forestry District, to R-1, Suburban-Residential District, referenced by Tax Map 36, Parcel 94.00, 3<sup>rd</sup> Legislative District.  
**No one** came forward to speak.
2. Request consideration of rezoning approximately 20 acres of property located on Northshore Drive from A-2, Rural-Residential District, to R-1, Suburban-Residential District, referenced by Tax Map 17, Parcel 56.00, 6<sup>th</sup> Legislative District.  
**Wayne Tipton, Jim Bowling and Mark Geen** came forward to speak in favor of this request.  
**Robert Hyde, Mike Collins and Pat Hunter** came forward to speak in opposition of this request.
3. Request consideration of rezoning approximately 45 acres of property located on Martel and Beals Chapel Roads, from R-1, Suburban-Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at a density of 2.0 units per acre, referenced by Tax Map 16, part of Parcel 214.00, 6<sup>th</sup> Legislative District.  
**No one** came forward to speak.
4. Request consideration of rezoning approximately 84.34 acres of property located between Highway 321, Allen Shore Drive, Sandy Shore Drive, Holston Drive and Rodney Road, 3<sup>rd</sup> Legislative District, referenced by Tax Map 27, Parcels 17.00, 25.00, 26.00 and 27.00, 14.35 acres from R-1, Suburban-Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at 4 units per acre; 47.83 acres from R-1, Suburban-Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at 1.7 units per acre; and 22.16 acres from R-1, Suburban-Residential District, to C-2/PUD, General Commercial District with Planned Unit Development Overlay.  
**Joyce Williams Leo, Donald Leo and Michael Verse** came forward to speak in favor of this request.
5. Request consideration of rezoning approximately 14.97 acres of property located on Highway 11, from R-1, Suburban-Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at 3.0 units per acre, referenced by Tax Map 11, Parcel 38.00, 5<sup>th</sup> Legislative District.  
**No one** came forward to speak.
6. Request consideration of rezoning approximately 24.30 acres of property located on Highway 70 West from R-1, Suburban-Residential District, to R-1/PUD Suburban-Residential District with Planned Unit Development Overlay at 3.08 units per acre, referenced by Tax Map 9, Parcel 111.00, 5<sup>th</sup> Legislative District.  
**No one** came forward to speak.
7. Request consideration of rezoning approximately 29.11 acres of property located between Highway 70 West and Old Stage Road, from R-1, Suburban-Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at 2.0 units per acre, referenced by Tax Map 7, Parcel 85.00, 5<sup>th</sup> Legislative District.  
**Jennifer Hamilton, Gary Hudson and Pat Hunter** came forward to speak in opposition of this request.  
**Ed Loy** came forward to speak in favor of this request.



8. Request consideration of rezoning approximately 85 acres of property located at Pine Grove Providence Road and Estes Road, from A-1, Agriculture-Forestry District, to R-1, Suburban-Residential District, referenced by Tax Map 18, part of Parcel 52.01, 5<sup>th</sup> Legislative District.

**Steve Smith** came forward to speak in opposition of this request.

9. Consideration of rezoning approximately 1.2 acres of property located at 17277 Watkins Road, from A-1, Agriculture-Forestry District, to R-1, Suburban-Residential District, referenced by Tax Map 58, Parcel 133.00, 4<sup>th</sup> Legislative District.

**Elmer Garner** came forward to speak in favor of this request.

### REGULAR MEETING

(2)  
Opening  
Of Meeting

**BE IT REMEMBERED** that the Board of Commissioners of Loudon County convened in regular session in Loudon, Tennessee on the 5<sup>th</sup> day of December, 2005.

The **Honorable Roy Bledsoe** called the meeting to order.

**Sheriff Tim Guider** opened Court, led the Pledge of Allegiance to the Flag of the United States of America and gave the invocation.

(3)  
Roll Call

Present were the following Commissioners: **Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners were absent: **(0).**

Thereupon **Chairman Bledsoe** announced the presence of a quorum. Also present were the **Honorable George Miller, County Mayor** and **Loudon County Attorney Harvey Sproul.**

(4)  
Agenda  
Adopted

**Chairman Bledsoe** requested that the December 05, 2005 agenda be adopted.

**Commissioner Duff** requested that Item 611, "*Consideration of adopting a resolution opposing Senate Joint Resolution 1 relative to property tax relief*" be deferred to the next Workshop. A **motion** was made by **Commissioner Miller** with a second by **Commissioner Meers** to adopt agenda with requested deletion.

Upon voice vote the motion **Passed** unanimously.

(5)  
Minutes for  
November  
07, 2005  
Approved

**Chairman Bledsoe** requested that the November 07, 2005 County Commission Meeting minutes be approved and accepted.

**Commissioner Shaver** noted that Item 22 of minutes showed wrong figure. Actual number should be \$76,000.

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Maples** to adopt minutes with correction of Item 22.

Upon voice vote the motion **Passed** unanimously.

(6)  
Comments:  
Agenda  
Items

**Chairman Bledsoe** asked for any visitor wishing to address the Commission regarding items on the planned agenda to come forward.

**No one** came forward to speak.

(7)  
Construction  
Board  
Resolution  
Adopted

**Bill Cox, Loudon County Building Commissioner,** requested consideration of adopting a resolution establishing the creation of a Loudon County Construction Board of Adjustment and Appeals.

A **motion** was made by **Commissioner Miller** with a second by **Commissioner Franke** to adopt this resolution.

Upon voice vote the motion **Passed** unanimously.

#### **Resolution 120505-A**

**George Miller, Loudon County Mayor,** requested discussion and possible action on the following items:

1. Consideration of adopting a resolution congratulating Eaton Elementary School for receiving the Blue Ribbon Award.

A **motion** was made by **Commissioner Duff** with a second by **Commissioner Marcus** to adopt this resolution.

Upon voice vote the motion **Passed** unanimously.

#### **Resolution 120505-B**

(8)  
Eaton  
Elementary  
School  
Resolution  
Adopted

(Recess 7:12 pm – 7:20 pm)



(9)  
**Board  
Appointment  
Resolutions  
Adopted**

2. Consideration of adopting resolutions re/appointing members to the Animal Control Advisory Committee, Board of Zoning Appeals, Cable TV Authority, Construction Board of Adjustment and Appeals, Planning Commission, Tourism and Chamber Boards.

A **motion** was made by **Commissioner Duff** with a second by **Commissioner Miller** to adopt these resolutions.

Upon voice vote the motion **Passed** unanimously.

**Resolutions 120505-C-I**

(10)  
**Meeting  
Dates 2006  
Approved**

3. Consideration of approving 2006 meeting dates.

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Franke** to approve this request.

Upon voice vote the motion **Passed** unanimously.

**Exhibit J**

(11)  
**Holidays  
2006  
Approved**

4. Consideration of approving 2006 holidays.

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Marcus** to approve this request.

Upon voice vote the motion **Passed** unanimously.

**Exhibit K**

(12)  
**Building  
Codes  
Affirmation  
Resolution  
Adopted**

A **motion** was made by **Commissioner Miller** with a second by **Commissioner Harold** to adopt a resolution reaffirming the implementation of building codes and inspections throughout Loudon County pursuant to Tennessee Code Annotated, Sections 5-20-101 through 5-20-106.

A **motion** was made by **Commissioner Franke** with a second by **Commissioner Jenkins** to amend Section 4, Line 5, to read as follows: "...agency is currently inspecting buildings. However..."

Upon voice vote the amendment **Passed** unanimously.

Upon voice vote the motion as amended **Passed** unanimously.

**Resolution 120505-L**

(13)  
**Library  
Proposal  
Approved**

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Shaver** to accept proposal from the City of Loudon regarding relocating the library to the old Health Department facility.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners voted **Nay: (0).**

Thereupon the Chairman announced the motion **Passed: (10-0).**

**Exhibit M**

(14)  
**Bonds and  
Notaries  
Approved**

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Shaver** to approve the following bonds and notaries: CE White, Robert McBride, William Rage Blankenship, Lesia G. Wallace, Jinni B. Redmond, Deborah V. Christian, Staci Antoinette Monroe, Crystal Leann Ward, James R. Thomason, Robin N. Presley, Kimberly P. Roberts, Sandra Lee Brigdon, Sandra Williamson Scott and Dorothy E. Craig.

Upon voice vote the motion **Passed** unanimously.

**Russ Newman, Loudon County Planning & Community Development**, requested discussion and possible action on the following items:

1. Consideration of adopting a resolution rezoning property located at Hackney Chapel Road and Long Road (Public Hearing Item 1).

A **motion** was made by **Commissioner Franke** with a second by **Commissioner Miller** to adopt this resolution.

Upon voice vote the motion **Passed** unanimously.

**Resolution 120505-N**

(15)  
**Hackney  
Chapel and  
Long Road  
Rezoning  
Approved**

2. Consideration of adopting a resolution rezoning property located on Northshore Drive (Public Hearing Item 2).

A **motion** was made by **Commissioner Harold** to adopt this resolution. Motion died due to lack of second.

**Exhibit O**

(16)  
**Northshore  
Rezoning No  
Action**



(17)  
**Martel and  
Beals Chapel  
Roads  
Rezoning  
Approved**

3. Consideration of adopting a resolution rezoning property located on Martel and Beals Chapel Roads (Public Hearing Item 3).  
A **motion** was made by **Commissioner Harold** with a second by **Commissioner Meers** to adopt this resolution.  
Upon voice vote the motion **Passed** unanimously.  
**Resolution 120505-P**

(18)  
**Allen Shore,  
Sandy Shore,  
Holston and  
Rodney  
Roads  
Rezoning  
Approved**

4. Consideration of adopting a resolution rezoning property located between Highway 321, Allen Shore Drive, Sandy Shore Drive, Holston Drive and Rodney Road (Public Hearing Item 4).  
A **motion** was made by **Commissioner Franke** with a second by **Commissioner Miller** to adopt this resolution.  
Upon voice vote the motion **Passed** unanimously.  
**Resolution 120505-Q**

(19)  
**Highway 11  
Rezoning  
Approved**

5. Consideration of adopting a resolution rezoning property located on Highway 11 (Public Hearing Item 5).  
A **motion** was made by **Commissioner Duff** with a second by **Commissioner Shaver** to adopt this resolution.  
**Resolution 120505-R**

(20)  
**Highway 70  
Rezoning  
Approved**

6. Consideration of adopting a resolution rezoning property located on Highway 70 West (Public Hearing Item 6).  
A **motion** was made by **Commissioner Duff** with a second by **Commissioner Shaver** to adopt this resolution.  
Upon voice vote the motion **Passed** unanimously.  
**Resolution 120505-S**

(21)  
**Highway  
70/Old Stage  
Road  
Rezoning  
Approved**

7. Consideration of adopting a resolution rezoning property located between Highway 70 West and Old Stage Road (Public Hearing Item 7).  
A **motion** was made by **Commissioner Shaver** to deny this request. Motion failed due to lack of second.  
A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Duff** to adopt this resolution contingent upon there being no access road onto Old Stage Road.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**  
The following Commissioners voted **Nay: (0).**  
Thereupon the Chairman announced the motion **Passed: (10-0).**  
**Resolution 120505-T**

(22)  
**Pine Grove  
and Estes  
Road  
Rezoning  
Deferred**

8. Consideration of adopting a resolution rezoning property located at Pine Grove Providence Road and Estes Road (Public Hearing Item 8).  
A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Duff** to defer this item to the next workshop.  
Upon voice vote the motion **Passed** unanimously.  
**Exhibit U**

(23)  
**Watkins  
Road  
Rezoning  
Approved**

9. Consideration of adopting a resolution rezoning property located at 17277 Watkins Road (Public Hearing Item 9).  
**Chairman Bledsoe** gave chair to **Chair Pro Tempore Maples**.  
A **motion** was made by **Commissioner Bledsoe** with a second by **Commissioner Miller** to adopt this resolution.  
Upon voice vote the motion **Passed** unanimously.  
**Resolution 120505-V**  
**Chairman Maples** returned chair to **Chairman Bledsoe**.



(24)  
**Northshore  
Rezoning No  
Action**

After much discussion a **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Marcus** to deny the request to rezone property located at Northshore Drive (Public Hearing Item 2).

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples and Franke: (5).**

The following Commissioners voted **Nay: Bledsoe, Duff, Shaver, Harold and Miller (5).**

Thereupon the Chairman announced the motion **Failed: (5-5).**

(25)  
**Rural Metro  
Contract  
Approved**

A **motion** was made by **Commissioner Miller** with a second by **Commissioner Shaver** to accept the multi-year ambulance service contract with Rural Metro.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners voted **Nay: (0).**

Thereupon the Chairman announced the motion **Passed: (10-0).**

*(Recess 8:30 pm – 8:35 pm)*

(26)  
**Board of  
Education  
Loan  
Agreement  
Resolutions  
Adopted**

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Meers** to adopt a resolution authorizing a loan agreement between Loudon County, Tennessee and the Tennessee State School Bond Authority in an aggregate principal amount of not to exceed Four Million Two Hundred Fifteen Thousand Dollars (\$4,215,000) and to execute and deliver the loan agreement and other documents relating to said borrowing providing for the application of the proceeds of said borrowing and the payment of the County's obligations under the loan agreement and a resolution for the seven year energy efficiency (ECD) capital outlay notes private sale with signed agreement between Loudon County Board of Education and Loudon County Government regarding repayment of these loans.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners voted **Nay: (0).**

Thereupon the Chairman announced the motion **Passed: (10-0).**

**Resolutions 120505-W-X**

A **motion** was made by **Commissioner Miller** with a second by **Commissioner Franke** to enter the letter of agreement into the minutes.

Upon voice vote the motion **Passed** unanimously.

**Exhibit Y**

**Tracy Blair, Loudon County Director of Accounts and Budgets**, requested consideration and possible action on the following items:

1. Consideration of approving budget amendments to County General Fund 101 (Election Commission 51500; County Clerk 52500; Circuit Court Clerk 53100; General Sessions Court 53300; Animal Control 55120).

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Meers** to approve budget amendments.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners voted **Nay: (0).**

Thereupon the Chairman announced the motion **Passed: (10-0).**

**Exhibit Z**

2. Consideration of approving budget amendments to Federal Drug Control Fund 128.

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Franke** to approve budget amendments.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**

The following Commissioners voted **Nay: (0).**

Thereupon the Chairman announced the motion **Passed: (10-0).**

**Exhibit AA**

(27)  
**General  
Fund 101  
Budget  
Amendments  
Approved**

(28)  
**Federal Drug  
Control  
Fund 128  
Budget  
Amendments  
Approved**



(29)  
Capital  
Projects  
Fund 171  
Budget  
Amendments  
Approved

3. Consideration of approving budget amendments to General Capital Projects Fund 171. A **motion** was made by **Commissioner Miller** with a second by **Commissioner Meers** to approve budget amendments.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (10).**  
The following Commissioners voted **Nay: (0).**  
Thereupon the Chairman announced the motion **Passed: (10-0).**  
**Exhibit BB**

(30)  
Attorney  
Report

**Harvey Sproul, Loudon County Attorney**, had no report.

(31)  
Comments:  
Non-Agenda  
Items

**Chairman Bledsoe** asked for any visitor wishing to address the Commission regarding items not on the agenda to come forward.  
**Commissioner Franke** announced that the Senior Citizens Center would hold a groundbreaking ceremony on December 06, 9:00 am.  
**Commissioner Duff** announced that the Juvenile Center would hold an open house on December 13.  
**Stuart Shunk, Ameresco**, came forward to thank the Commission for assistance in completing contracts for Loudon County Board of Education and Ameresco.

(32)  
Adjournment

There being no further business, a **motion** being duly made and seconded, the December 05, 2005 meeting stood adjourned at 8:46 p.m.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY MAYOR



**Resolution 120505-A**

**Resolution Establishing The Creation Of A Loudon County  
Construction Board Of Adjustment And Appeals**

*Whereas*, Loudon County has recently adopted the 1999 Standard Building Code;  
and

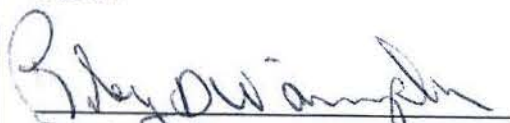
*Whereas*, Section 108 of the 1999 Standard Building Code requires the establishment of the Construction Board of Adjustment and Appeals.

*Now Therefore, Be It Resolved*, that the Loudon County Commission, meeting in regular session, assembled this 5<sup>th</sup> day of December, 2005, hereby establishes the Loudon County Construction Board of Adjustment and Appeals as required and described by Section 108 of the 1999 Standard Building Code.


*Be It Further Resolved* that the terms of office for the board members shall be as follows:

1. Initial terms shall be staggered as follows:  
*Panel A*  
Two (2) members for one (1) year.  
  
*Panel B*  
Two (2) members for two (2) years.  
  
*Panel C*  
Two (2) members for three (3) years.  
  
*Panel D*  
One (1) member for four (4) years.
2. Thereafter, each member shall serve four (4) year terms.
3. Two (2) alternates shall serve one (1) year terms.

Attest:

  
County Clerk

  
County Chairman

  
County Mayor



**Resolution 120505-B**

**Resolution Commending Eaton Elementary School For Receiving The  
Blue Ribbon Lighthouse School Award**

*Whereas*, thirty (30) schools from across the United States were recently named as Blue Ribbon Lighthouse School Award winners; and

*Whereas*, only three (3) schools in the State of Tennessee received this prestigious award; and

*Whereas*, as a result of going above and beyond to meet the diverse needs of their students and incorporating innovative techniques to overcome obstacles in educating all children, Loudon County's Eaton Elementary School has deservingly received this award; and

*Whereas*, theses schools were selected based on nominations for outstanding public and private schools to identify and recognize successful, comprehensive schools exhibiting a strong commitment to educational excellence for all students; and

*Whereas*, Blue Ribbon Lighthouse Schools serve as a beacon of exemplary achievements and contributions to ensure successful educational experiences for all children by shining a positive light on America's best schools and programs that work; and

*Whereas*, working together, education, business and government leaders have the ability to create an infrastructure that will provide a blueprint for excellence in education for all children, all schools and all states; and

*Whereas*, Blue Ribbon Lighthouse Schools focus on locating successful best practices and programs that work in education to serve as a marker for schools that desire to be high performing beacons for our educational culture; and

*Whereas*, Blue Ribbon Lighthouse Schools will shape the future of education by facilitating alliances and creating an environment of positive change for all schools.


*Now Therefore, Be It Resolved*, by the Loudon County Commission, meeting in regular session, assembled this 5<sup>th</sup> day of December, 2005, that Eaton Elementary School's staff and students are hereby commended for receiving this extraordinary award.

*Be It Further Resolved* that Tuesday, December 06, 2005, will be recognized at Eaton Elementary School Day in Loudon County, Tennessee.

Attest:

  
County Clerk

  
County Chairman

  
County Mayor



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-C**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

**WHEREAS**, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

**WHEREAS**, an appointment is necessary and/or desirable at this time; and

**WHEREAS**, the County Mayor appoints the following as a member of the

**LOUDON COUNTY ANIMAL  
CONTROL ADVISORY COMMITTEE**

<u>Appointee</u>		<u>Term Expiration</u>
Betty Brown	(At-Large)	October 2006
James Webb	(At-Large)	October 2006
Dot Boruff	(At-Large)	October 2006
Dr. Barry Gordon	(Veterinarian Association)	October 2006
Ed Loy	(Humane Society)	October 2006
Bob Franke	(County Commission)	October 2006

**NOW, THEREFORE, BE IT RESOLVED**, that the Loudon County Commission, meeting in regular session assembled this 5<sup>th</sup> day of December, 2005, hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-D**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

*WHEREAS*, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

*WHEREAS*, an appointment is necessary and desirable at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of

**LOUDON COUNTY  
BOARD OF ZONING APPEALS**

Appointee

**Janice Terry (2<sup>nd</sup> District)**  
(replacing JC Ingram)

Term Expiration

**June 30, 2009**

*NOW, THEREFORE, BE IT RESOLVED* that the County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005 hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR

The remaining members and their continuing expiration terms for said board or committee are as follows:

Appointee

**Charles Harrison (4<sup>th</sup> District)**  
**Martin Brown (5<sup>th</sup> District)**  
**Roy Brooks (3<sup>rd</sup> District)**  
**Henry Mitchell (1<sup>st</sup> District)**

Term Expiration

**June 30, 2006**  
**June 30, 2007**  
**June 30, 2008**  
**June 30, 2009**



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-E**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

**WHEREAS**, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

**WHEREAS**, an appointment is necessary and/or desirable at this time; and

**WHEREAS**, the County Mayor appoints the following as a member of

**LOUDON COUNTY  
CABLE TELEVISION AUTHORITY**

Appointee  
Helen Cole

Term Expiration  
12-31-2006

**NOW, THEREFORE, BE IT RESOLVED** that the Loudon County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005 hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR

The remaining members and their continuing expiration terms for said board or committee are as follows:

<u>Appointee</u>	
Earl Lauderdale	(Lenoir City)
Lynn Mills	(Loudon City)



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-F**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

**WHEREAS**, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

**WHEREAS**, an appointment is necessary and desirable at this time; and

**WHEREAS**, the County Mayor appoints the following as a member of

**LOUDON COUNTY  
CONSTRUCTION BOARD OF  
ADJUSTMENT AND APPEALS**

<b><u>Appointee</u></b>	<b><u>Term Expiration</u></b>
<b><u>Panel A</u></b>	
Mark White	January 2007
Bob Wilson	January 2007
<b><u>Panel B</u></b>	
Eric Good	January 2008
Greg Reynolds	January 2008
<b><u>Panel C</u></b>	
Deanne Bogus	January 2009
Bob Maroney	January 2009
<b><u>Panel D</u></b>	
David Denton	January 2010
<b><u>Alternates</u></b>	
Buddy Hathcock	January 2007
Billy Stevens	January 2007

**NOW, THEREFORE, BE IT RESOLVED** that the County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005 hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-G**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

**WHEREAS**, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

**WHEREAS**, an appointments are necessary and desirable at this time; and

**WHEREAS**, the County Mayor appoints the following as members of

**LOUDON COUNTY  
REGIONAL PLANNING COMMISSION**

Appointee

**Janice Terry (2<sup>nd</sup> District – Slot A)  
(replacing JC Ingram)**

Term Expiration

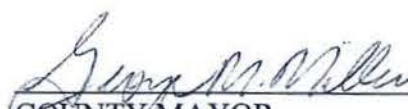
**June 15, 2006**

**NOW, THEREFORE, BE IT RESOLVED** that the County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005 hereby approves and acknowledges (as appropriate), the said appointments.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR

The remaining members and their continuing expiration terms for said board or committee are as follows:

Appointee

**Howard Luttrell (6<sup>th</sup> District)  
David Hemelright (2<sup>nd</sup> District – Slot B)  
Joe Henderson (1<sup>st</sup> District – Slot B)  
Charles Harrison (4<sup>th</sup> District)  
Pam McNew (1<sup>st</sup> District – Slot A)  
Ron Parr (5<sup>th</sup> District – Slot A)  
Roy Brooks (3<sup>rd</sup> District)  
Martin Brown (5<sup>th</sup> District – Slot B)  
Henry Mitchell (LRPC)  
John Harris (LPC)**

Term Expiration

**June 15, 2007  
June 15, 2007  
June 15, 2006  
June 15, 2006  
June 15, 2008  
June 15, 2008  
June 15, 2009  
June 15, 2009  
Co-term  
Co-term**



## LOUDON COUNTY COMMISSION

### RESOLUTION 120505-H

#### RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR COMMITTEE APPOINTMENT BY COUNTY MAYOR

*WHEREAS*, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

*WHEREAS*, an appointment is necessary and/or desirable at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of the

### LOUDON COUNTY VISITORS BUREAU BOARD

Appointee

Commissioner Chuck Jenkins

Term Expiration

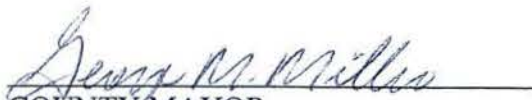
December 31, 2006

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005, hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR



**LOUDON COUNTY COMMISSION**

**RESOLUTION 120505-1**

**RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR  
COMMITTEE APPOINTMENT BY COUNTY MAYOR**

*WHEREAS*, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Mayor has authority to make certain committee and board appointments; and

*WHEREAS*, an appointment is necessary and/or desirable at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of the

**LOUDON COUNTY CHAMBER OF COMMERCE  
BOARD OF DIRECTORS**

Appointee

**Commissioner Harold Duff**

Term Expiration

**December 2006**

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission meeting in regular session assembled this 5<sup>th</sup> day of December, 2005 hereby approves and acknowledges (as appropriate), the said appointment.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR



## Exhibit J

### ***Loudon County Government***



### ***2006 Meeting Dates***

---

<b>January</b>	9 <sup>th</sup>	Purchasing, County Commission
	23 <sup>rd</sup>	Capital Projects, Budget, Workshop
<b>February</b>	6 <sup>th</sup>	Purchasing, County Commission
	27 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>March</b>	6 <sup>th</sup>	Purchasing, County Commission
	20 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>April</b>	3 <sup>rd</sup>	Purchasing, County Commission
	17 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>May</b>	8 <sup>th</sup>	Purchasing, County Commission
	15 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>June</b>	5 <sup>th</sup>	Purchasing, County Commission
	19 <sup>th</sup>	Capital Projects, Budget, Workshop
	26 <sup>th</sup>	Purchasing, County Commission
<b>July</b>	17 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>August</b>	7 <sup>th</sup>	Purchasing, County Commission
	21 <sup>st</sup>	Capital Projects, Budget, Workshop
<b>September</b>	11 <sup>th</sup>	Purchasing, County Commission
	18 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>October</b>	2 <sup>nd</sup>	Purchasing, County Commission
	16 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>November</b>	6 <sup>th</sup>	Purchasing, County Commission
	27 <sup>th</sup>	Capital Projects, Budget, Workshop
<b>December</b>	4 <sup>th</sup>	Purchasing, County Commission
	11 <sup>th</sup>	Capital Projects, Budget, Workshop

*Purchasing  
County Commission  
Capital Projects  
Budget  
Workshop*

*4:30 pm  
6:00 pm  
3:30 pm  
4:30 pm  
6:00 pm*

*Courthouse Annex  
Courthouse Annex  
County Office Building  
County Office Building  
County Office Building*

***Commission meeting agendas are posted at [www.loudoncounty.org](http://www.loudoncounty.org) the Friday prior to the Commission meeting. If you have trouble opening file or would like to be on the meeting distribution list, please contact Angie Chambers at 458-4664.***

## Exhibit K

### *Loudon County Government*



### *2006 Holidays*

---

#### **January**

Monday 2<sup>nd</sup>  
Monday 16<sup>th</sup>

New Year's Day  
Martin Luther King, Jr. Day

#### **February**

Monday 20<sup>th</sup>

President's Day

#### **April**

Friday 14<sup>th</sup>

Good Friday

#### **May**

Monday 29<sup>th</sup>

Memorial Day

#### **July**

Tuesday 4<sup>th</sup>

Independence Day

#### **September**

Monday 4<sup>th</sup>

Labor Day

#### **November**

Friday 10<sup>th</sup>  
Thursday 23<sup>rd</sup>  
Friday 24<sup>th</sup>

Veteran's Day  
Thanksgiving  
Thanksgiving

#### **December**

Monday 25<sup>th</sup>  
Tuesday 26<sup>th</sup>

Christmas  
Christmas



**Resolution 120505-L**

**Resolution Reaffirming The Implementation Of Building Codes  
And Inspections Throughout Loudon County Pursuant To  
Tennessee Code Annotated, Sections 5-20-101 Through 5-20-106**

*Whereas*, on October 03, 2005, the Loudon County Commission adopted by Resolution No. 100305-D (the "Enabling Resolution") the 1999 Standard Building Code together with other related building codes (collectively, the "Building Codes") and effective January 01, 2006 is implementing a building inspection program pursuant to the Building Codes (the "Building Inspection Program") in all areas of Loudon County, with the exception of Lenoir City and Loudon City; and

*Whereas*, Loudon County has adopted the Building Codes and Building Inspection Program for the purpose of protecting the public safety and welfare of the inhabitants of Loudon County; and

*Whereas*, said Building Codes and Building Inspection Program were implemented pursuant to Sections 5-20-101 through 106 of the Tennessee Code Annotated; and

*Whereas*, Tellico Reservoir Development Agency ("TRDA") is currently enforcing a building inspection program in Loudon County for its Foothills Pointe, Rarity Pointe and Rarity Bay developments, while the Tellico Village development has no current building inspections program; and

*Whereas*, management of the TRDA and its legal counsel have questioned Loudon County's authority to carry out building inspection in Tellico Village, Foothills Pointe, Rarity Pointe, Rarity Bay and on other current and former TRDA lands; and

*Whereas*, Loudon County desires to make clear that its Building Codes and Building Inspection Program are not intended to interfere with the land use planning and development functions and authority of the TRDA over the lands lawfully under the agency's jurisdiction and seeks to resolve any difference or potential dispute with the TRDA over this jurisdictional conflict in a responsible manner that best serves the citizens of Loudon County.

*Now Therefore, Be It Resolved*, by the Loudon County Commission, meeting in regular session, assembled this 5<sup>th</sup> day of December, 2005, at Loudon County, Tennessee, that:

**Section 1.** Loudon County Commission hereby confirms that the public purpose and intent of the Enabling Resolution is to adopt throughout Loudon County comprehensive Building Codes and a Building Inspection Program pursuant to authority granted to Loudon County by Sections 5-20-101 through 106 of the Tennessee Code Annotated for the purpose of protecting the public safety and welfare of the inhabitants of Loudon County.

**Section 2.** Loudon County Commission hereby acknowledges the TRDA's authority to formulate and implement a comprehensive development plan and to control land use planning and development functions for all lands lawfully under the agency's jurisdiction as authorized under Section 64-1-709 of the Tennessee Code Annotated and expressly affirms that Loudon County's Building Codes and Building Inspection Program shall not affect nor conflict with any land use planning or zoning matters for which the TRDA has primacy.



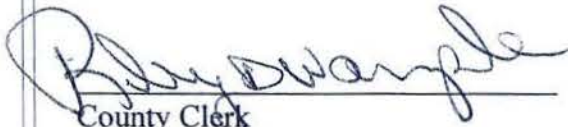
**Section 3.** Loudon County Commission hereby requests that TRDA's Board of Directors review its legal position relative to its claim of primacy over Loudon County's right to adopt and enforce its Building Codes and Building Inspection Program throughout Loudon County and that the TRDA Board of Directors convene a specially called meeting as soon as practical to hear and consider the Loudon County Commission's position on the matter and resolve the pending conflict by agreement or other satisfactory resolution in a responsible manner that best protects the inhabitants of Loudon County.

**Section 4.** Until such meeting with the TRDA Board of Directors can be held and the parties are afforded a reasonable opportunity to resolve this jurisdictional conflict, Loudon County shall not insist on the enforcement of its Building Codes and Building Inspection Program in Foothills Pointe, Rarity Pointe and Rarity Bay developments of the TRDA since that agency is currently inspecting buildings. However, this temporary waiver of Loudon County's enforcement right shall only continue so long as is necessary to facilitate a satisfactory resolution of this jurisdictional conflict and shall not be construed as a permanent waiver of Loudon County's enforcement rights or as an admission of TRDA's primacy in such area.


**Section 5.** The Loudon County Mayor is hereby requested to mail or deliver a certified copy of this Resolution to each member of the TRDA Board of Directors.

**Section 6.** This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

Attest:

  
County Clerk

  
County Chairman

  
County Mayor



**Exhibit M**

**Loudon Library**

Proposed plan for sharing the cost with Loudon City for renovating the Old Health Department Building and moving the Library into that building on a temporary basis.

1. Renovate building according to preliminary layout provided by Mr. Keith Moody. The cost of the renovation would be split 60% Loudon County and 40% Loudon City.
2. The City would fund their 40% spread over four (4) years beginning in the 2007 budget year. This renovation funding is in addition to their normal library funding.
3. By or before the end of the 4th year Loudon City will have plans in place for a permanent location for the Library. Funding from the City and County for the permanent library will be discussed at that time.

This is an informal letter of understanding, if the City and County agree on the above plan then any other details can be worked out and a formal document drawn up.

**City of Loudon**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Loudon County**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resolution 120505-N**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY CONTAINING APPROXIMATELY 2 ACRES, LOCATED AT THE INTERSECTION OF HACKNEY CHAPEL AND LONG ROADS, SITUATED IN THE THIRD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 36, PARCEL 94.00, FROM A-1, AGRICULTURE-FORESTRY DISTRICT, TO R-1, SUBURBAN RESIDENTIAL DISTRICT.**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Four, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on January 26-27th, 2004, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

1. That property containing approximately 2 acres, located at the intersection of Hackney Chapel and Long Roads, situated in the Third Legislative District, referenced by Tax Map 36, Parcel 94.00, be rezoned from A-1, Agriculture-Forestry District, to R-1, Suburban Residential District, as represented on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

  
ATTEST

  
APPROVED: LOUDON COUNTY EXECUTIVE

  
LOUDON COUNTY CHAIRMAN  
DATE: 12/05/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 11

DISAPPROVED: 0

ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

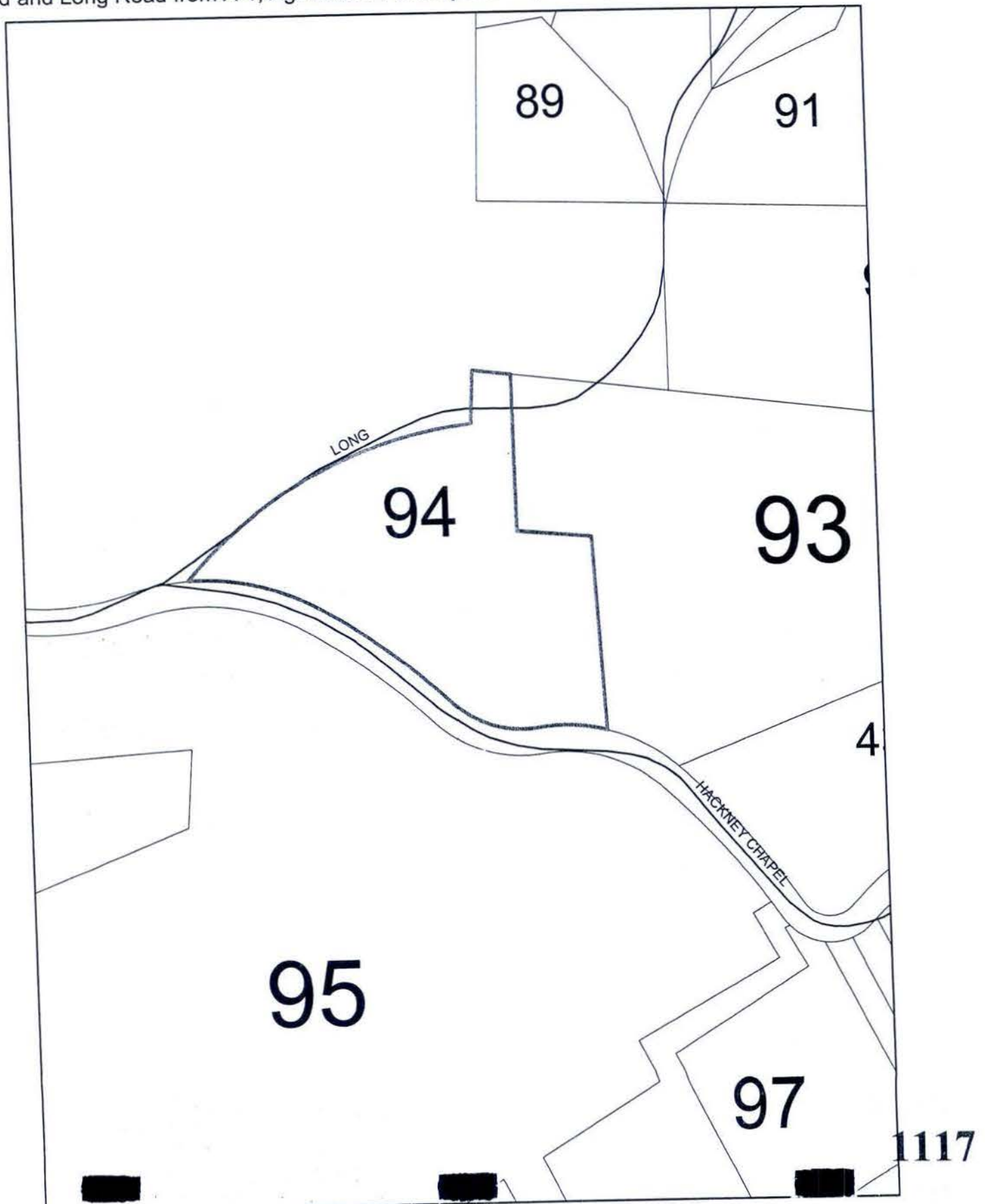
Dated: February 15, 2005

FILE #05-01-16-RZ-CO



Loudon County Commission  
12/5/05  
Agenda Item A

Request consideration of rezoning property located at the intersection of Hackney Chapel Road and Long Road from A-1, Agriculture-Forestry District, to R-1, Suburban Residential District.



**Exhibit O**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED ON NORTSHORE DRIVE, CONTAINING APPROXIMATELY 20 ACRES, SITUATED IN THE SIXTH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 17, PARCEL 56.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO R-1, SUBURBAN RESIDENTIAL DISTRICT.**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 5/6, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located on Northshore Drive, approximately 20 acres, referenced by Tax Map 17, Parcel 56.00, be rezoned from A-2, Rural Residential District, to R-1, Suburban Residential District, as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

\_\_\_\_\_  
ATTEST

  
\_\_\_\_\_  
LOUDON COUNTY CHAIRMAN  
DATE: \_\_\_\_\_

\_\_\_\_\_  
APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: \_\_\_\_\_

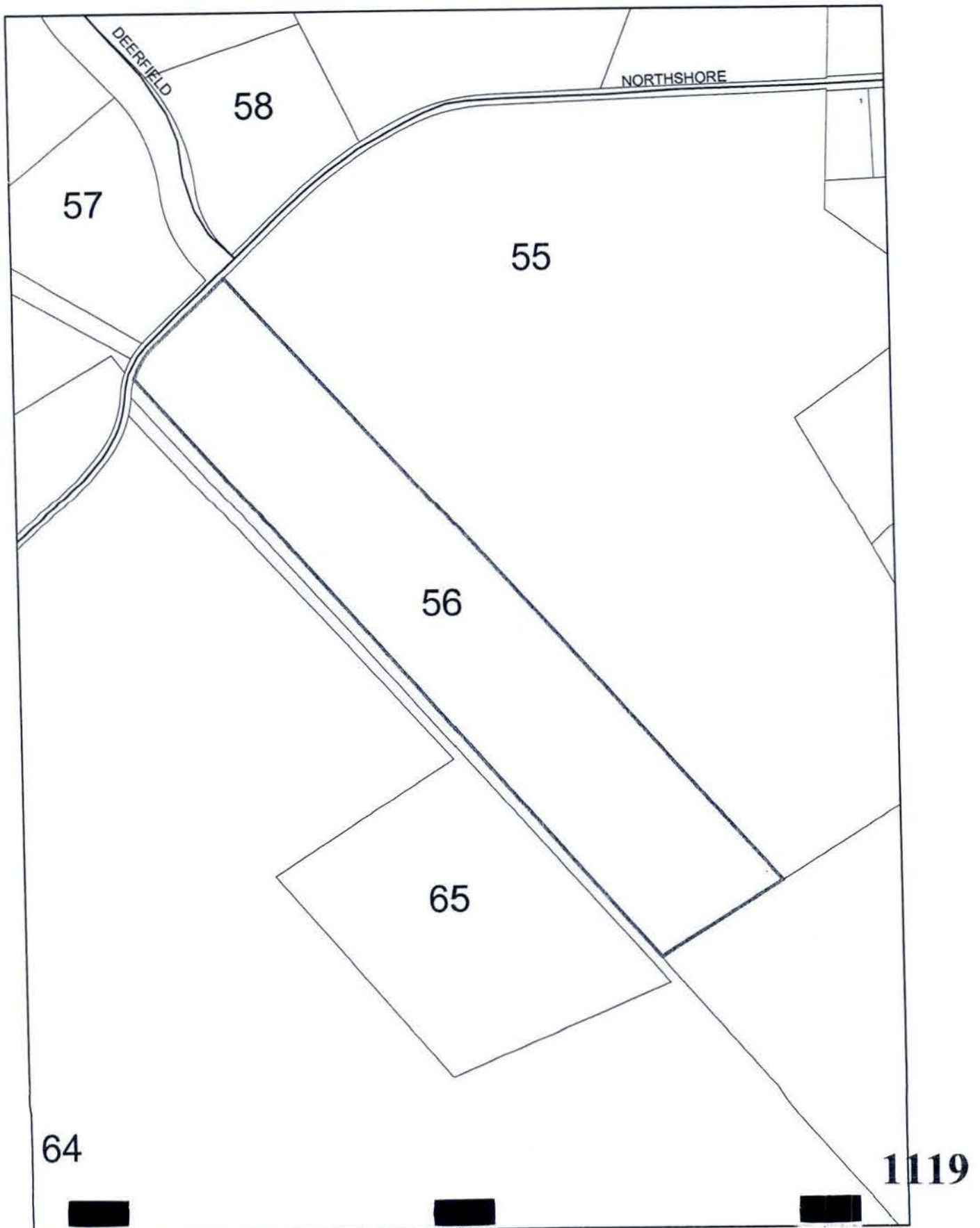
DISAPPROVED: \_\_\_\_\_

  
\_\_\_\_\_  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: July 19, 2005



Loudon County Commission  
12/5/05  
Agenda Item B

Request consideration of rezoning approximately 20 acres of property located on Northshore Drive from A-2, Rural Residential District, to R-1, Suburban Residential District.



**Resolution 120505-P**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED ON MARTEL AND BEALS CHAPEL ROADS, CONTAINING APPROX. 45 ACRES, SITUATED IN THE 6TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 16, PART OF PARCEL 214.00, FROM R-1, SUBURBAN RESIDENTIAL DISTRICT TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY AT A DENSITY OF 2.0 UNITS PER ACRE**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on July 24-25, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located on Martel and Beals Chapel Roads, containing approximately 45 acres, situated in the 6<sup>th</sup> Legislative District, referenced by Tax Map 16, part of Parcel 214.00, from R-1, Suburban Residential District to R-1/PUD, Suburban Residential District with Planned Unit Development Overlay at a density of 2.0 units per acre, as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

  
**APPROVED: LOUDON COUNTY MAYOR**

  
**LOUDON COUNTY CHAIRMAN**

DATE: 12/05/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 10

DISAPPROVED: 0

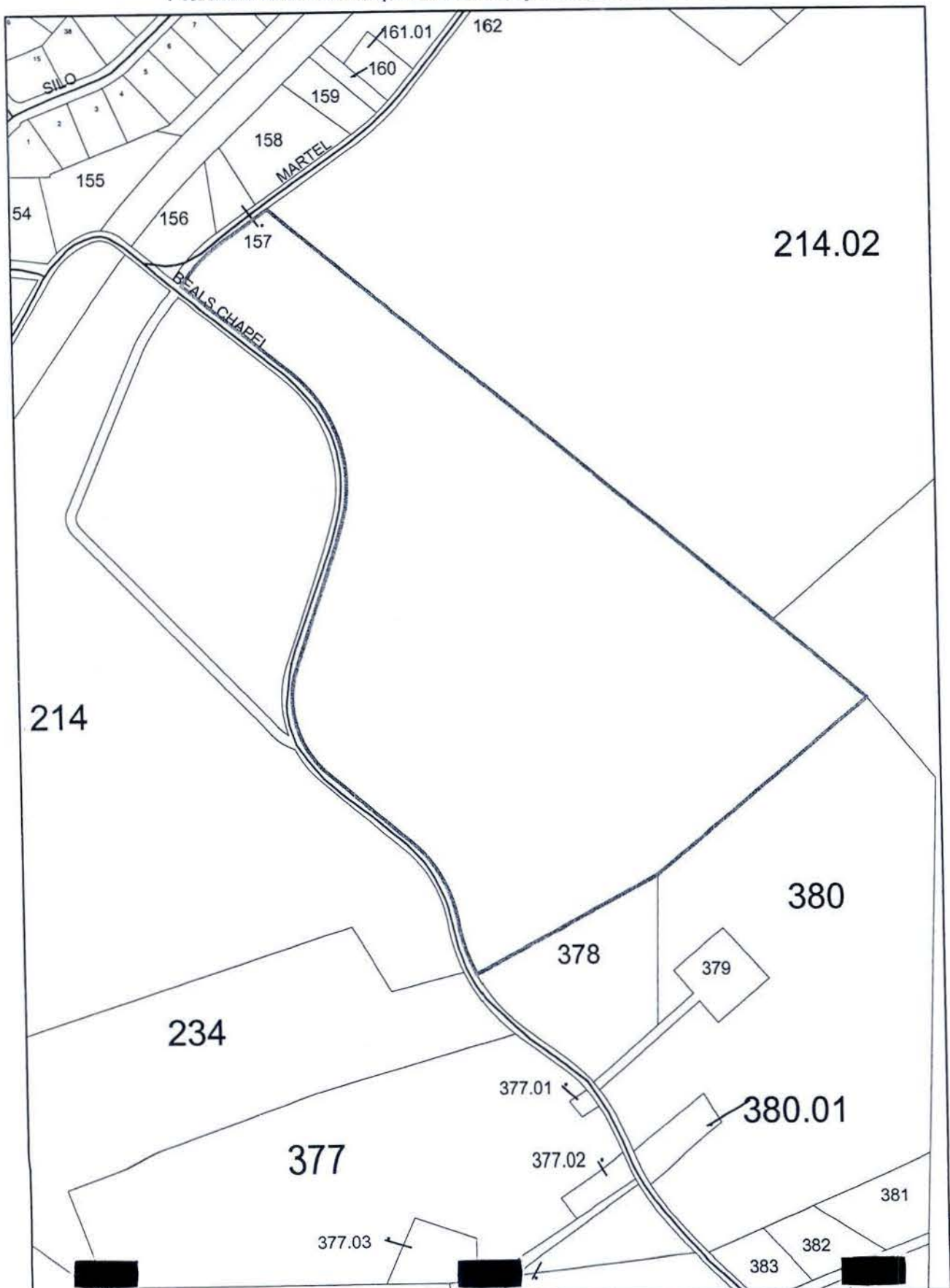
**ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION**  
Dated: October 18, 2005

FILE #05-07-161-RZ-CO



Loudon County Commission  
12/5/05  
Agenda Item C

Request consideration of rezoning approximately 45 acres of property located on Martel and Beals Chapel Roads from R-1, Suburban Residential District, to R-1/PUD, Suburban Residential District with Planned Unit Development Overlay at 2.0 units per acre.



**Resolution 120505-Q**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED BETWEEN HWY 321, ALLEN SHORE DRIVE, SANDY SHORE DRIVE, HOLSTON DRIVE AND RODNEY ROAD, CONTAINING APPROX. 84.34 ACRES, SITUATED IN THE 3RD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 27, PARCELS 17.00, 25.00, 26.00 AND 27.00, 14.35 ACRES FROM R-1, SUBURBAN RESIDENTIAL DISTRICT, TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY WITH 4 UNITS PER ACRE; 47.83 ACRES FROM R-1, SUBURBAN RESIDENTIAL DISTRICT, TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY WITH 1.7 UNITS PER ACRE; AND 22.16 ACRES FROM R-1, SUBURBAN RESIDENTIAL DISTRICT, TO C-2/PUD GENERAL COMMERCIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 5/6, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located between Hwy. 321, Allen Shore Drive, Sandy Shore Drive, Holston Drive and Rodney Road, containing approximately. 84.34 acres, situated in the 3<sup>rd</sup> Legislative District, referenced by Tax Map 27, Parcels 17.00, 25.00, 26.00 AND 27.00, 84.34 acres of property located between Hwy. 321, Allen Shore Drive, Sandy Shore Drive, Holston Drive and Rodney Road, 3<sup>rd</sup> Legislative District, referenced by Tax Map 27, Parcels 17.00, 25.00, 26.00 and 27.00, 14.35 acres from R-1, Suburban Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay with 4 units per acre; 47.83 acres from R-1, Suburban Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay with 1.7 units per acre; and 22.16 acres from R-1, Suburban Residential District, to C-2/PUD General Commercial District with Planned Unit Development Overlay.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

  
ATTEST

  
APPROVED: LOUDON COUNTY MAYOR

  
LOUDON COUNTY CHAIRMAN

DATE: 12/05/05


The votes on the question of approval of this Resolution by the Planning Commission is as follows:

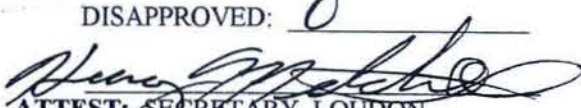
APPROVED: 6

APPROVED: 10

DISAPPROVED: 0

DISAPPROVED: 0

  
ATTEST: SECRETARY, LENOIR CITY  
REGIONAL PLANNING COMMISSION  
Dated: November 1, 2005

  
ATTEST: SECRETARY, LOUDON  
COUNTY REGIONAL PLANNING  
COMMISSION Dated: October 18, 2005

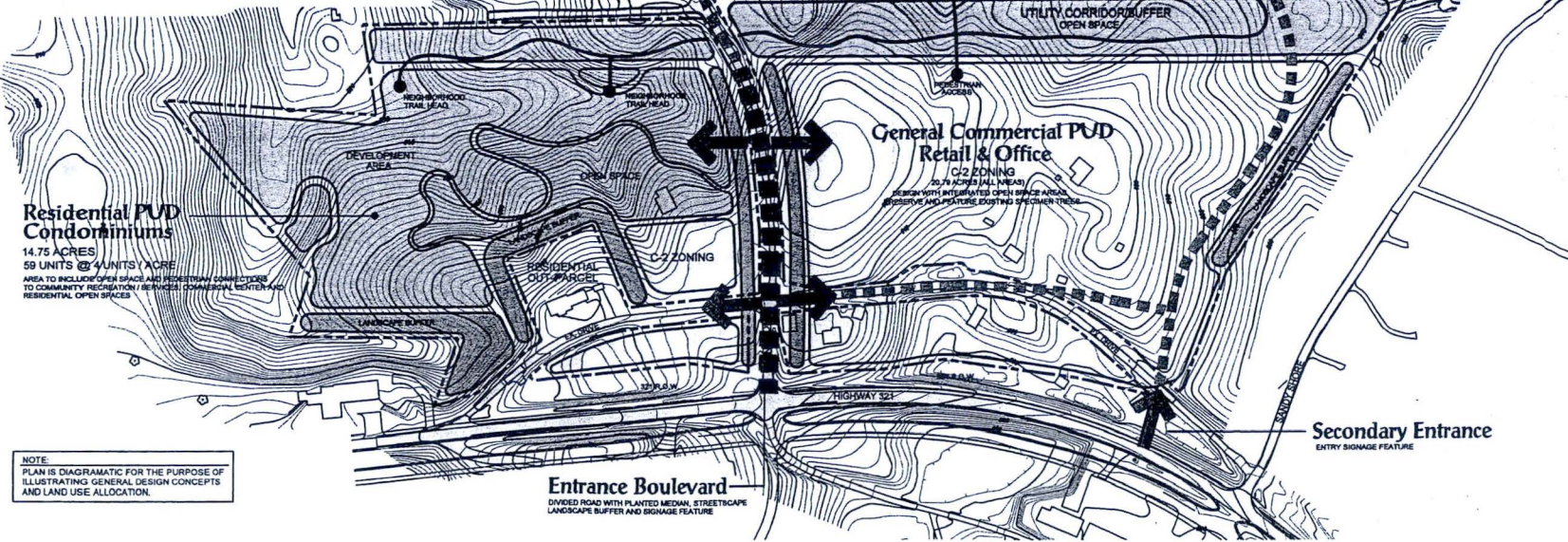
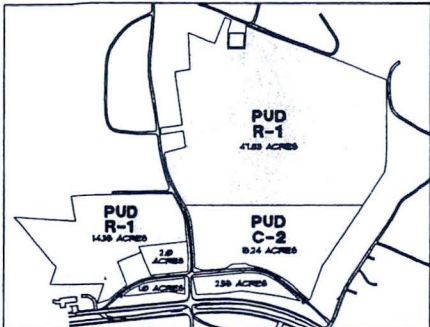
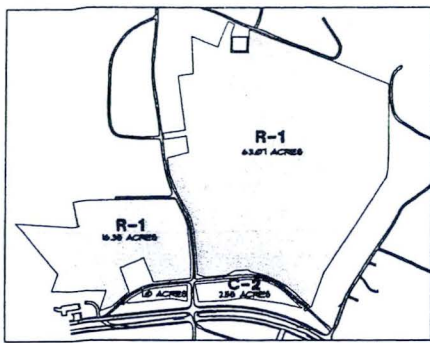


## Agenda Item D

### Planned Unit Development Overlay.







NOTE:  
PLAN IS DIAGRAMATIC FOR THE PURPOSE OF  
ILLUSTRATING GENERAL DESIGN CONCEPTS  
AND LAND USE ALLOCATION.

Preliminary Concept Plan

**DONALD & JOYCE LEO**  
Lenoir City, Tennessee

MICHAEL VERSEN & ASSOCIATES  
LANDSCAPE ARCHITECTURE - LAND PLANNING  
3000 APPLING ROAD, SUITE 200  
TAMPA, FL 33613

DATE: 10/20/2011

SCALE: 1" = 100'

**L-1**



**Resolution 120505-R**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED ON HIGHWAY 11, CONTAINING APPROX 14.97 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 11, PARCEL 38.00, FROM R-1, SUBURBAN RESIDENTIAL DISTRICT, TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY WITH 3 UNITS PER ACRE**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on October 30/31, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located on Highway 11, containing approximately 14.97 acres, situated in the 5th Legislative District, referenced by Tax Map 11, Parcel 38.00, from R-1, Suburban Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay with 3.0 units per acre; as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST


  
APPROVED: LOUDON COUNTY MAYOR

  
LOUDON COUNTY CHAIRMAN  
DATE: 12/05/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

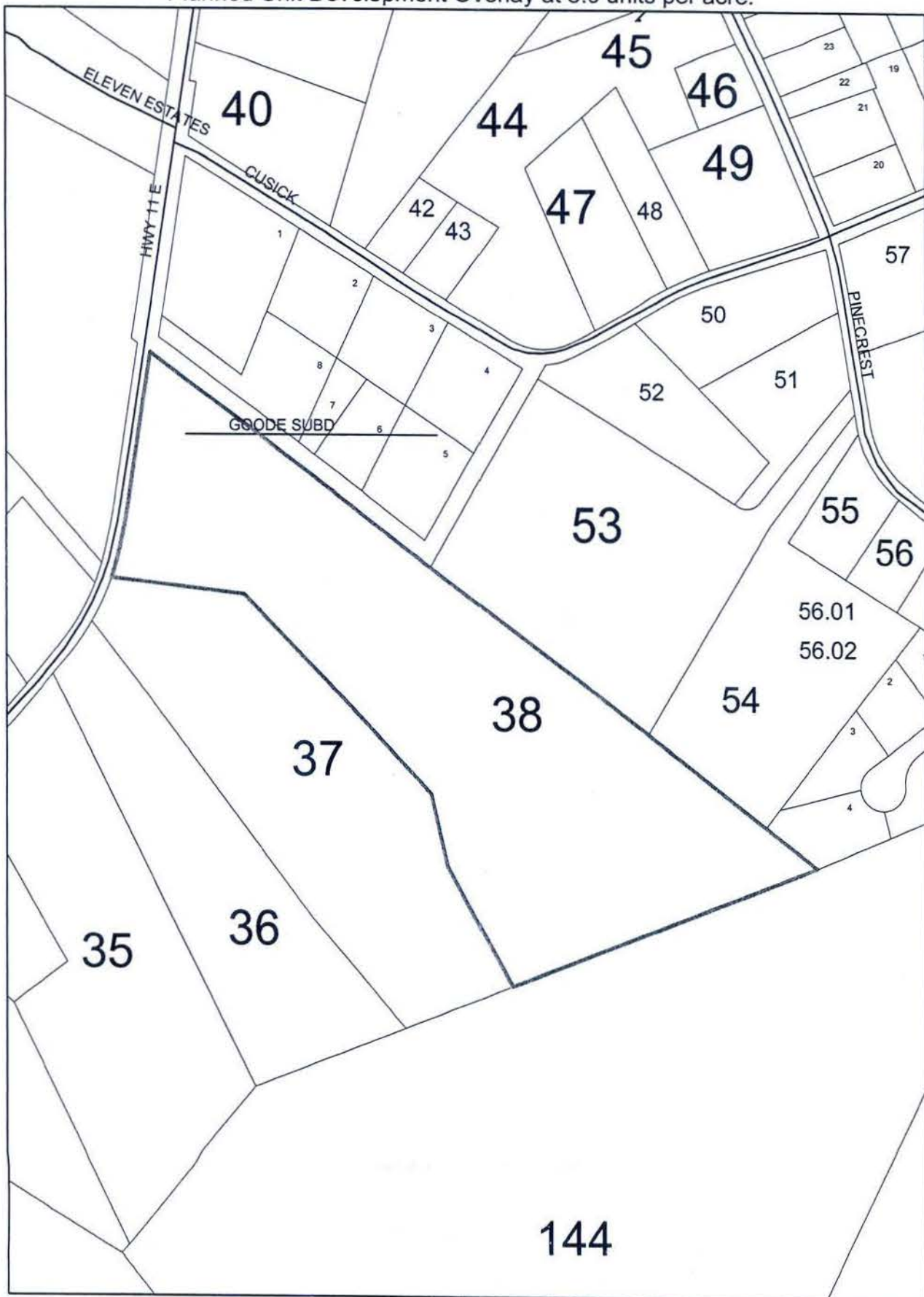
APPROVED: 10

DISAPPROVED: 0

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: October 18 2005

Loudon County Commission  
12/5/05  
Agenda Item E

Request consideration of rezoning approximately 14.97 acres of property located on Hwy 11, from R-1, Suburban Residential District, to R-1/PUD, Suburban Residential District with Planned Unit Development Overlay at 3.0 units per acre.





**Resolution 120505-S**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED ON HIGHWAY 70 W, CONTAINING APPROX 24.30 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 9, PARCEL 111.00, FROM R-1, SUBURBAN RESIDENTIAL DISTRICT, TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY WITH ~~8~~ <sup>3.08</sup> UNITS PER ACRE**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee.

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 3/4, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located on Highway 70 W, containing approximately 24.30 acres, situated in the 5th Legislative District, referenced by Tax Map 9, Parcel 111.00, from R-1, Suburban Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay with ~~5.0~~ <sup>3.08</sup> units per acre; as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

  
APPROVED: LOUDON COUNTY MAYOR

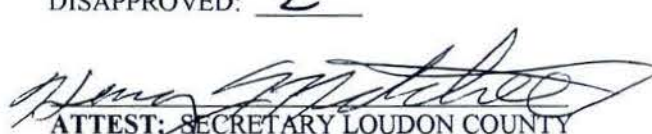
  
LOUDON COUNTY CHAIRMAN

DATE: 12/05/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 7

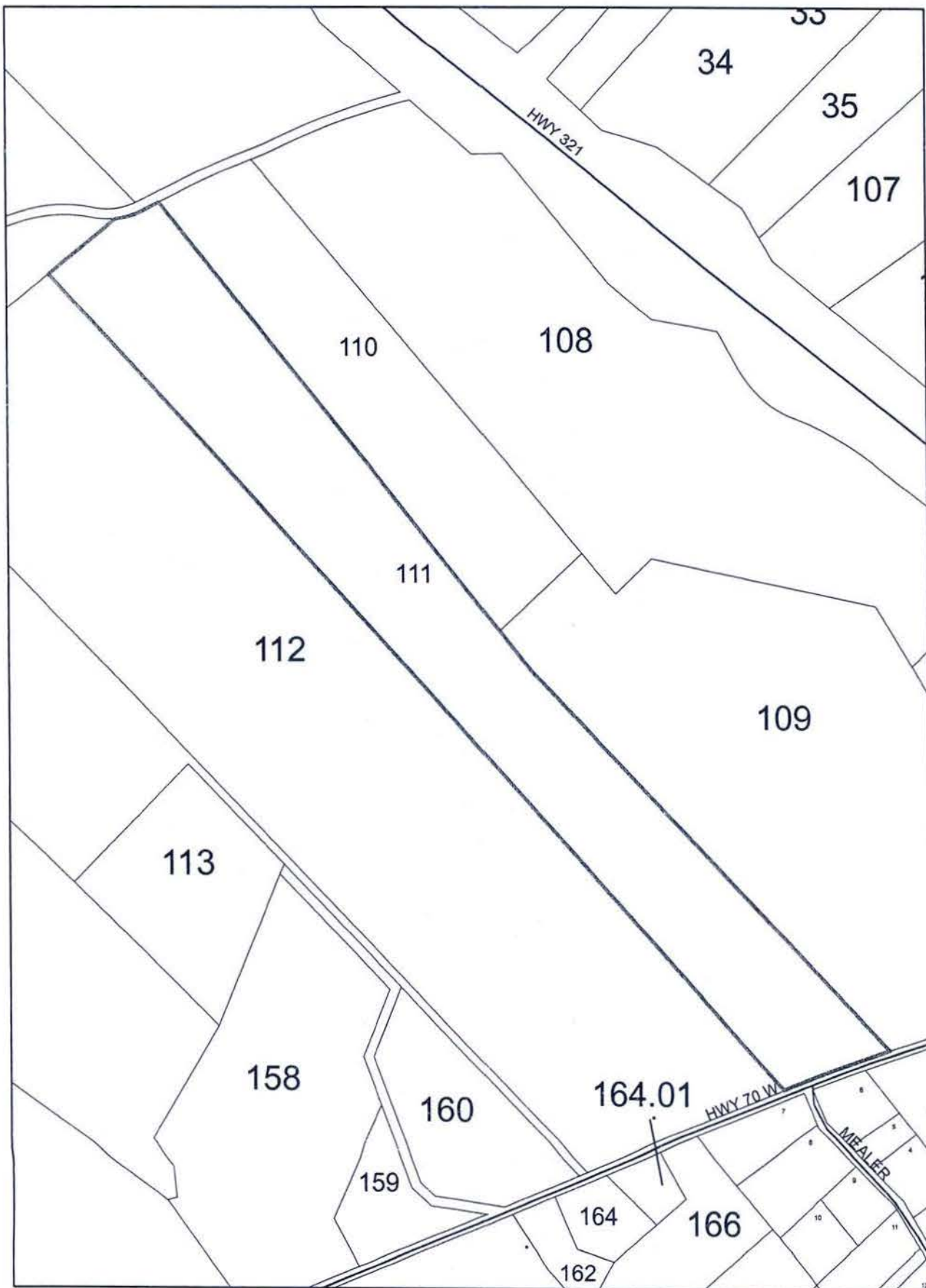
DISAPPROVED: 2

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

Dated: November 22, 2005

Loudon County Commission  
12/5/05  
Agenda Item F

Request consideration of rezoning approximately 24.30 acres of property located on Hwy 70 W.  
from R-1, Suburban Residential District, to R-1/PUD, Suburban Residential District with Planned  
Unit Development Overlay at 3.08 units per acre.





**Resolution 120505-T**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED ON HIGHWAY 70 and OLD STAGE ROAD, CONTAINING APPROX. 29.11 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 7, PARCEL 85.00, FROM R-1, SUBURBAN RESIDENTIAL DISTRICT TO R-1/PUD, SUBURBAN-RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT OVERLAY AT A DENSITY OF 2.0 UNITS PER ACRE**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 16/17, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located on Highway 70 and Old Stage Road, approximately 29.11 acres, referenced by Tax Map 7, Parcel 85.00, be rezoned from R-1, Suburban Residential District, to R-1/PUD, Suburban-Residential District with Planned Unit Development Overlay at a density of 2.0 units per acre, as shown on the attached map; said map being part of this Resolution.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

  
APPROVED: LOUDON COUNTY MAYOR

  
LOUDON COUNTY CHAIRMAN

DATE: 12/15/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 6

DISAPPROVED: 3

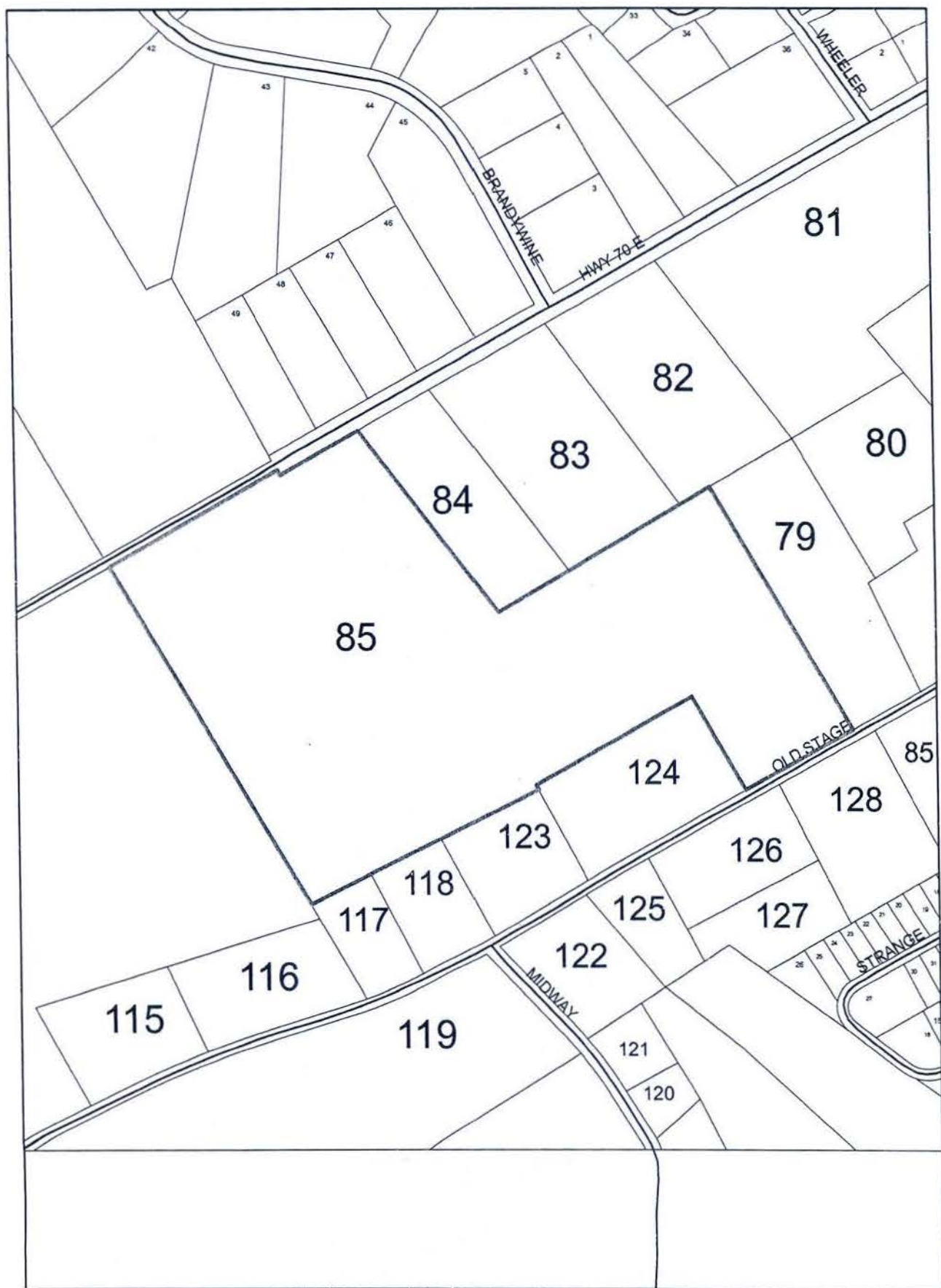
  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

Dated: November 22, 2005

FILE #05-08-206-RZ-CO

Loudon County Commission  
12/5/05  
Agenda Item G

Request consideration of rezoning approximately 29.11 acres of property located between Hwy 70 W. and Old Stage Road, from R-1, Suburban Residential District, to R-1/PUD, Suburban Residential District with Planned Unit Development Overlay at 2.0 units per acre.





**Exhibit U**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED AT THE INTERSECTION OF PINE GROVE PROVIDENCE ROAD AND ESTES ROAD, CONTAINING APPROX 85 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 18, PART OF PARCEL 52.01, FROM A-1, AGRICULTURE FORESTRY DISTRICT, TO R-1, SUBURBAN-RESIDENTIAL DISTRICT**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 3/4, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located at Pine Grove Providence Road and Estes Road, containing approximately 85 acres, situated in the 5th Legislative District, referenced by Tax Map 18, part of Parcel 52.01, from A-1, Agriculture-Forestry District, to R-1, Suburban-Residential District; as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
LOUDON COUNTY CHAIRMAN  
DATE: \_\_\_\_\_

\_\_\_\_\_  
APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 0 *dh*

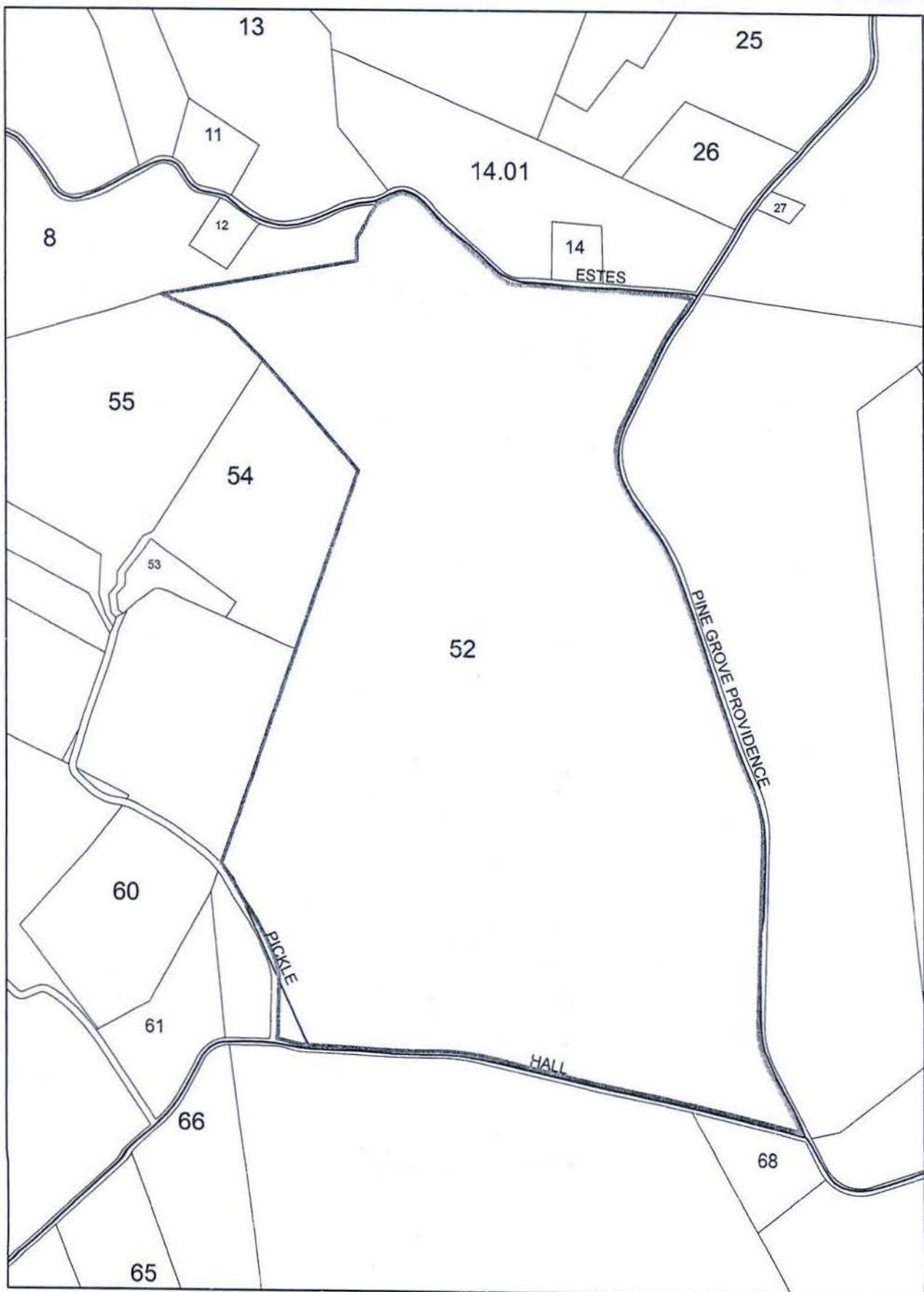
DISAPPROVED: 9 *dh*

*[Signature]*  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: November 22, 2005

FILE #05-09-259-RZ-CO

Loudon County Commission  
12/5/05  
Agenda Item H

Request consideration of rezoning approximately 85 acres of property located at Pine Grove Providence Road and Estes Road, from A-1, Agriculture-Forestry District, to R-1, Suburban Residential District.





**Resolution 120505-V**

**RESOLUTION**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED AT 17277 WATKINS ROAD, CONTAINING APPROX 1.2 ACRES, SITUATED IN THE 4TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 18, PART OF PARCEL 52.00, FROM A-1, AGRICULTURE FORESTRY DISTRICT, TO R-1, SUBURBAN-RESIDENTIAL DISTRICT**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on November 3/4, 2005, consistent with the provisions of Tennessee Code Annotated, §13-7-105,

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

That property located at 17277 Watkins Road, containing approximately 1.2 acres, situated in the 4th Legislative District, referenced by Tax Map 58, Parcel 133.00, from A-1, Agriculture-Forestry District, to R-1, Suburban-Residential District; as shown on the attached map; said map being part of this Resolution.

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

APPROVED: LOUDON COUNTY MAYOR

LOUDON COUNTY CHAIRMAN

DATE: 12/15/05

The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 9

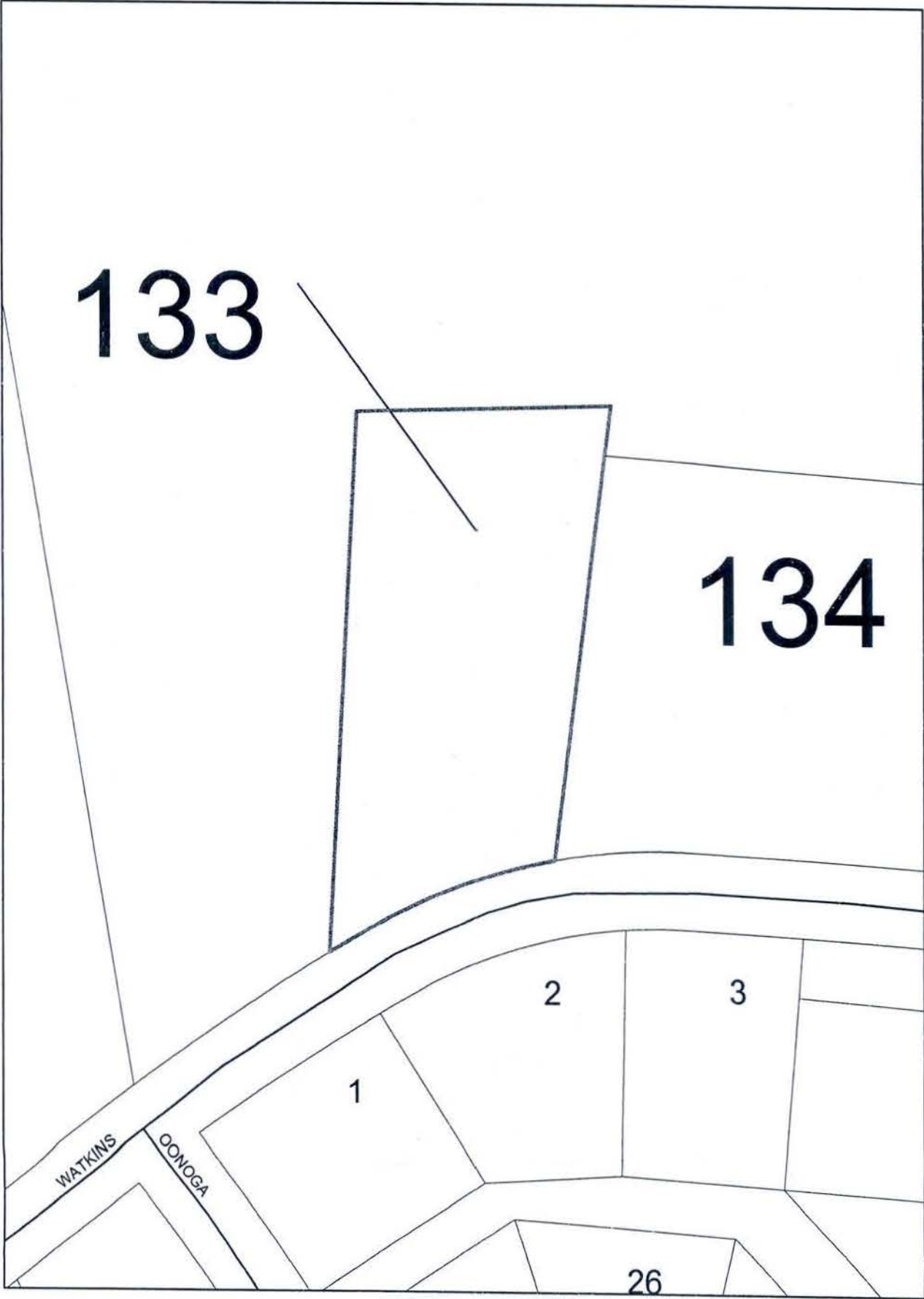
DISAPPROVED: 0

ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

Dated: November 22, 2005

Loudon County Commission  
12/5/05  
Agenda Item I

Request consideration of rezoning approximately 1.2 acres of property located at 17277 Watkins Road,  
from A-1, Agriculture-Forestry District, to R-1, Suburban Residential District.





The Board of County Commissioners of Loudon County, Tennessee, met in regular session on December 05, 2005, at 6:00 p.m. at Courthouse Annex, Loudon, Tennessee, with the Honorable Roy Bledsoe, County Commission Chairman, presiding.

The following Commissioners were present: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller.

The following Commissioners were absent:

There were also present George M. Miller, County Mayor, Harvey Sproul, County Attorney and Angie Chambers, Deputy Clerk.

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

AYE: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller

NAY:

**Resolution 120505-W**

A RESOLUTION AUTHORIZING A LOAN UNDER A LOAN AGREEMENT BETWEEN LOUDON COUNTY, TENNESSEE AND THE TENNESSEE STATE SCHOOL BOND AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,215,000) AND TO EXECUTE AND DELIVER THE LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID BORROWING; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT.

WHEREAS, pursuant to the Tennessee State School Bond Authority Act, Sections 49-3-1201, et seq., Tennessee Code Annotated, as amended (the "Act"), the Tennessee State School Bond Authority (the "Authority") is authorized to issue its bonds or notes to make loans to any county, metropolitan government, incorporated city or town, or special school district in the State to provide funds to rehabilitate, repair or equip schools for such local governments ("Qualified Zone Academy Projects"); and

WHEREAS, the Authority has determined that it will issue its Qualified Zone Academy Bonds, Series 2005 (the "Bonds"), for the purpose of making loans to cities and counties in the State, to fund Qualified Zone Academy Projects; and

WHEREAS, Loudon County, Tennessee (the "County") has applied for a loan from the Authority and the County's application has been approved by the Department of Education of the State and is expected to be approved by the Authority for the purpose of receiving funds to renovate, repair and equip schools in the County, including Eaton Elementary School, Fort Loudoun Middle School, Greenback School, Highland Park Elementary School, Loudon Elementary School, Loudon High School, North Middle School, Philadelphia Elementary School and Steekee Elementary School (collectively, the "Projects") which are each a Qualified Zone Academy Project; and



WHEREAS, the Projects are located at County schools which are established and operated by the local education agency of the County to provide education and training below the post-secondary level and are either in an empowerment zone or at least 35% of the students attending the schools at which the Projects will be installed or participating in the program are eligible for free or reduced cost lunch programs under the school lunch program established under the National School Lunch Act; and

WHEREAS, the County has received a written commitment from one or more private entities to make a qualified contribution consisting of equipment, technical assistance, training, services of employees as volunteer mentors, internships, field trips or other educational opportunities outside the schools for students having a present value of not less than 10% of the proceeds of the loan requested for the Projects; and

WHEREAS, under the Act, the County is authorized to enter into a loan agreement with the Authority to finance the Projects; and

WHEREAS, it is hereby determined to be in the best interests of the County to finance the Projects through a loan from the Authority to the County (the "Loan Agreement") whereby the County will pledge its full faith and credit and unlimited taxing power to the payment of its obligations thereunder, including payment of amounts sufficient to pay its allocable share of the principal on the Bonds, costs of issuance of the Bonds, and certain administrative expenses; and

WHEREAS, the Loan Agreement shall be additionally secured by a pledge by the County of taxes imposed and collected by the State pursuant to law and appropriated and allocated to the County as identified by resolution of the Tennessee Local Development Authority and as established by Section 4-31-102, Tennessee Code Annotated, as amended from time to time ("State-Shared Taxes"), which have not been pledged or applied to any other indebtedness

("Unobligated State-Shared Taxes") in an amount equal to the maximum annual principal payments to be made under the Loan Agreement; and

WHEREAS, the County has pledged its State-Shared Taxes to other indebtedness of the County; however, the County has Unobligated State-Shared Taxes remaining in an amount greater than 100% maximum annual principal payments to be made under the Loan Agreement; and

WHEREAS, there has been presented to this meeting the form of the Loan Agreement which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended; and

WHEREAS, for the purposes of authorizing the loan from the Authority, the execution and delivery of the Loan Agreement by the County, the pledging of the County's full faith and credit and a portion of its Unobligated State-Shared Taxes for the payment of its obligations under the Loan Agreement, approving the assignment of such pledge to secure the Bonds, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Bonds and of the Loan Agreement, the Board of County Commissioners (the "Governing Body") of the County adopts this Resolution.

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

Section 1. Approval of Loan. For the purpose of providing funds to finance the costs of the Projects, including the payment of legal and fiscal costs incident to the issuance and sale of the Bonds and the Loan Agreement and making and receiving the loan herein authorized, there is hereby authorized a loan ("Loan") from the Authority in a principal amount not to exceed \$4,215,000. The County shall make annual payments of principal in amounts equal to



approximately level debt service payable in the years 2006 through 2023; provided, however, the final dates and amortization of principal amounts of the Loan may be adjusted by the County as shall be determined by the County Mayor to be in the best interests of the County and as may be required by the Authority, taking into account the expected revenues available for debt service, in accordance with the terms of this resolution and the Loan Agreement upon consultation with the Director of Schools. The Loan shall not bear interest.

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

Section 3. Pledge of Taxes. (a) The County hereby covenants and agrees, through the 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 the Loan Agreement as and when they become due and payable 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 the Loan Agreement falling due at any time when there are insufficient funds from the tax levy shall be paid from current funds of the County out of the taxes hereby provided to be levied when the same shall have been collected.

(b) The County has pledged its State-Shared Taxes to other obligations; however, the County has Unobligated State-Shared Taxes remaining in an amount greater than 100% of the maximum annual principal payments to be made under the Loan Agreement. The County additionally pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal payments under the Loan Agreement. The County hereby authorizes the Authority, without further recourse, to direct that Unobligated State-Shared Taxes pledged hereunder and due to the County be withheld and paid over to the Authority for credit to the County's payments due under the Loan Agreement at any time that such payments become delinquent and in an amount necessary to liquidate the amount of the delinquent payment.

Section 4. Consent to Assignment. The County hereby consents to the assignment pursuant to the Resolution of all the Authority's right, title and interest under the Loan Agreement as security for the Bonds.



Section 5. Additional Authorizations. All acts and doings of the County Mayor, the County Clerk and the Director of Schools of the County and any other officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the execution and delivery of the Loan Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 6. 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 7. 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 7<sup>th</sup> day of November, 2005.

LOUDON COUNTY

By:

  
County Mayor

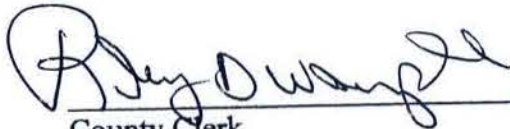
ATTEST:

  
County Clerk

CERTIFICATE OF LOUDON COUNTY

I, Riley D. Wampler, certify that I am the duly qualified and acting County Clerk of Loudon County, Tennessee (the "County"), 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 Loudon County, Tennessee held on November 7, 2005; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$4,215,000 indebtedness of the County.

WITNESS my official signature and seal of said Riley D. Wampler on this the 5<sup>th</sup> day of December, 2005.

  
County Clerk



FORM OF  
LOAN AGREEMENT  
(\$ \_\_\_\_\_ SERIES 2005)

DATED AS OF \_\_\_\_\_, 2005

BETWEEN

TENNESSEE STATE SCHOOL BOND AUTHORITY

AND

LOUDON, TENNESSEE

## TABLE OF CONTENTS

(This table of contents is not part of the Loan Agreement and is only for convenience of reference.)

### ARTICLE I Definitions

Section 1.01. Defined Terms .....	2
Section 1.02. Interpretation.....	9

### ARTICLE II The Series 2005 Bonds and the Loan

Section 2.01. Issuance of the Series 2005 Bonds.....	9
Section 2.02. Loan .....	10
Section 2.03. Use of Proceeds by the Borrower .....	10
Section 2.04. Disbursements of Loan Proceeds.....	10
Section 2.05. Completion of the Projects.....	10
Section 2.06. Investment of Funds; Application of Investment Earnings .....	11
Section 2.07. Tax Status of the Series 2005 Bonds .....	11

### ARTICLE III Payment Obligations of Borrower

Section 3.01. Loan Repayments.....	11
Section 3.02. Return of Excess Payments.....	11
Section 3.03. Time and Manner of Payment.....	11
Section 3.04. Amount, Allocation and Deposit of Loan Repayments .....	12
Section 3.05. Payments Assigned .....	15
Section 3.06. Payments; Obligation of Borrower Unconditional .....	15
Section 3.07. Pledge of Taxing Power.....	15
Section 3.08. Pledge of Unobligated State-Shared Taxes.....	16

### ARTICLE IV Representations and Covenants

Section 4.01. Representations and Covenants of the Authority.....	16
Section 4.02. Representations and Covenants of the Borrower.....	18



## ARTICLE V Events of Default

Section 5.01. Events of Default .....	19
Section 5.02. Remedies.....	20

## ARTICLE VI Prepayment

Section 6.01. Prepayment .....	22
Section 6.02. Mandatory Prepayment Price.....	22
Section 6.03. Optional Prepayment .....	22
Section 6.04. Partial Prepayment.....	22
Section 6.05. Deposit of Prepayment Amount.....	22
Section 6.06. Discharge of Other Obligations .....	22

## ARTICLE VII Indemnification

Section 7.01. Indemnification of Trustee and Authority .....	23
--	----

## ARTICLE VIII Miscellaneous

Section 8.01. Waiver of Statutory Rights .....	23
Section 8.02. Non-Waiver by Authority .....	23
Section 8.03. Remedies Cumulative .....	23
Section 8.04. Amendments, Changes and Modification.....	24
Section 8.05. Applicable Law - Entire Understanding .....	24
Section 8.06. Severability .....	24
Section 8.07. Notices and Demands .....	24
Section 8.08. Headings and References.....	24
Section 8.09. Successors and Assigns.....	24
Section 8.10. Multiple Counterparts .....	25
Section 8.11. Amendments, Changes and Modifications of Resolution.....	25
Section 8.12. No Liability of Authority's and Borrower's Officers .....	25
Section 8.13. Continuing Disclosure .....	25

Exhibit A	Requisition
Exhibit B	Completion Certificate
Exhibit C	Loan Repayment Schedule



## LOAN AGREEMENT

This Loan Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the TENNESSEE STATE SCHOOL BOND AUTHORITY (the "Authority"), and LOUDON COUNTY, TENNESSEE (the "Borrower").

### WITNESSETH:

WHEREAS, the Authority is a corporate governmental agency and an instrumentality of the State of Tennessee, organized and existing pursuant to the Tennessee State School Bond Authority Act, Sections 49-3-1201 et seq., Tennessee Code Annotated, as amended (the "Act"), and is authorized to issue its bonds or notes to make loans to any county, metropolitan government, incorporated city or town, or special school district in the State (each a "Local Government") for qualified zone academy projects as defined in the Act, including buildings, structures, improvements, and equipment for schools;

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 renovation, repair and equipping of Eaton Elementary School, Fort Loudoun Middle School, Greenback School, Highland Park Elementary School, Loudon Elementary School, Loudon High School, North Middle School, Philadelphia Elementary School and Steekee Elementary School (the "Projects"); and

WHEREAS, under Tennessee law, the Borrower is authorized to enter into a loan agreement with the Authority to finance the Projects; and

WHEREAS, the Borrower has obtained a written commitment from one or more private entities to provide a "qualified contribution" as such term is defined in Section 1397E of the Internal Revenue Code of 1986, as amended, with respect to each Qualified Zone Academy, having a present value of not less than ten percent (10%) of the proceeds of the loan authorized herein allocable to such Academy Project (as defined herein); and

WHEREAS, the Department of Education has recommended to the Authority that the Borrower be approved to obtain a loan from the Authority for 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 Qualified Zone Academy Bonds, Series 2005 (the "Series 2005 Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain resolution adopted by the Authority on September 9, 1999, as supplemented by the Fifth Supplemental Resolution adopted by the Authority on \_\_\_\_\_, 2005, as amended on \_\_\_\_\_, 2005 and the 2005 Series Certificate dated \_\_\_\_\_, 2005, and deposit the proceeds from the sale of the Series 2005



Bonds with the Authority to be disbursed in the manner and for the purposes set forth in the Resolution, 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 Loan Agreement or in the Resolution, the following words, terms and phrases as used in this Loan Agreement shall have the following respective meanings:

"Academy Project" means with respect to each Qualified Zone Academy, the portion of the Projects described herein identified to such Qualified Zone Academy.

"Act" means the Tennessee State School Bond Authority Act, Sections 49-3-1201 et seq, Tennessee Code Annotated, as amended from time to time.

"Additional Payment" means the amount described in Section 3.04(b)(ii).

"Administrative Expenses" means the Authority's expenses of carrying out and administering its powers, duties and functions in connection with the Loan Agreement, the Projects and the Resolution, and shall include without limiting the generality of the foregoing: administrative expenses, legal, accounting and consultant's services and expenses, the fees and expenses of the Trustee, Paying Agent and Registrar, and any other expenses required or permitted to be paid by the Authority under the provisions of the Act, the Loan Agreement and the Resolution or otherwise required to be made by the Borrower pursuant to Section 3.02 hereof.

"Administrative Expenses Account" means the Administrative Expenses Account of the Series 2005 Bond Account of the Bond Fund.

"Authority" means the Tennessee State School Bond Authority, the corporate governmental agency and instrumentality created by the Act, or any body, agency or instrumentality of the State which shall hereafter succeed to the powers, duties and functions of the Authority.

"Authorized Authority Representative" means any member of the Authority and any other officers or employee of the Authority authorized by law, by resolution of the Authority or by a certificate of a Secretary of the Authority to perform the act or sign the document in question.

"Authorized Borrower Representative" means the County Mayor, the Director of Schools of the Borrower or his designee as evidenced by a certificate of the Director of Schools, 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 Secretary of the Authority, 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.

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

"Bonds" means the Authority's Qualified Zone Academy Bonds issued pursuant to the Resolution, as supplemented by any Supplemental Resolution.

"Borrower" means Loudon County, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 6.03 of the Resolution in which the proceeds of the Loan to the Borrower are deposited.

"Borrower Loan Repayment Sub-Account" means that portion of the Loan Repayment Account created within the 2005 Series Bond Account for the Borrower in accordance with the Resolution as described in Section 3.04(b) hereof.

"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 Authority.

"Borrower Reserve Sub-Account" means that portion of the Loan Repayment Account created within the 2005 Series Bond Account for the Borrower in accordance with Section 3.04(a) hereof.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State or in any of the cities where the principal United States office of the Trustee, the Paying Agent or the Registrar are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Closing Date" means the date of issuance and delivery of the Series 2005 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, 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 Loan Agreement, but include any successor provisions thereof to the extent applicable to the Series 2005 Bonds.

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

(a) The cost of improving, equipping, repairing or refinancing the Projects, 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, sale, execution, delivery and administration of the Series 2005 Bonds and this Loan Agreement, including but not limited to, fees and expenses of the Authority and its counsel, Bond Counsel, the Trustee, if any, Paying Agent or Registrar and its counsel, the Borrower's counsel, printing costs, rating fees and discount; and

(g) Any other cost of the Projects permitted to be financed pursuant to the Act and the Code.

"Default Share" means, for purposes hereof, a fraction, the numerator of which shall be the original principal amount of the Loan, less the aggregate amount from the Borrower Loan Repayment Sub-Account applied to payment or redemption of the Series 2005 Bonds, and the denominator of which shall be the outstanding principal amount of the Series 2005 Bonds on the date of determination.

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

"Forward Delivery Agreement" initially means that agreement between the Authority and \_\_\_\_\_, and its successors or assigns, pursuant to which the Authority will invest certain funds held in the Loan Repayment Account of the Series 2005 Bond Account, and upon termination of the initial Forward Delivery Agreement, means any other investment agreement for investment of funds in the Borrower Loan Repayment Sub-Account entered into by the Authority.

"Forward Delivery Agreement Payments" means any and all payments due from the Authority under the Forward Delivery Agreement, including payments required to be made as a result of any event of default thereunder; provided, however, it shall not include any amounts



required to be paid by the Authority to purchase Qualified Securities (as defined in the Forward Delivery Agreement).

"Forward Delivery Agreement Receipts" means any and all payments due to the Authority under the Forward Delivery Agreement required to be made as a result of any event of default thereunder.

"Investment Credit" means the amount so designated as set forth on Exhibit C as such amount may be adjusted from time to time.

"Investment Income" means, with respect to the applicable period of determination, all amounts received by the Authority during such period in connection with the Authority's investment of amounts in the applicable Fund or Account subject to such determination, established under the Resolution in connection with the Series 2005 Bonds, excluding the principal portion of any such investments and any Forward Delivery Agreement Receipts.

"Investment Losses" means, with respect to the applicable period of determination, all losses of principal incurred during such period in connection with the Authority's investment of amounts in the applicable Fund or Account subject to such determination, established under the Resolution in connection with the Series 2005 Bonds, excluding Forward Delivery Agreement Payments.

"Investment Obligations" means and includes any instruments, securities, certificates, obligations and the like if and to the extent the same are at the time permitted and legal for investment of the Authority's funds pursuant to the Act or in accordance with any other law, regulation, guideline or policy, in effect from time to time, applicable to the Authority with respect to investments.

"Loan" means the loan made by the Authority to the Borrower pursuant to this Loan Agreement as described in Section 2.02 hereof.

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

"Loan Fund" means the fund established under Section 6.03 of the Resolution.

"Loan Repayments" means the payments of principal of the Loan, Administrative Expenses and any and all other amounts payable by the Borrower hereunder, including Additional Payments, Investment Losses, Forward Delivery Agreement Payments, and Redemption Premium or such Borrower's Proportionate Share of the foregoing, when applicable.

"Loan Repayment Date" means: (i) with respect to that portion of Loan Repayments attributable to principal on the Series 2005 Bonds, the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ through 20\_\_, inclusive, or if such day is not a Business Day, then on the next preceding Business Day, any date on which payment is demanded by the Authority, and to the extent not paid, then at Maturity; (ii) with respect to that portion of Loan Repayments consisting of Administrative



Expenses, the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ through 20\_\_, inclusive, or if such day is not a Business Day, then on the next preceding Business Day, at any time on demand of the Authority, and at Maturity; and with respect to all other Loan Repayments, at any time on demand by the Authority.

"Local Government" means any county, metropolitan government, incorporated city or town, or special school district in the State.

"Mandatory Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof required to be paid by the Borrower in partial prepayment of its Loan pursuant to Sections 2.05 and 3.04 hereof.

"Maturity" means \_\_\_\_\_, 20\_\_, the Maturity Date of the Series 2005 Bonds.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 6.03 hereof payable by the Borrower in order to prepay any portion of its Loan Repayments.

"Outstanding", when used with respect to the Series 2005 Bonds or any Series of Bonds issued pursuant to the Resolution, means as of any date, all Series 2005 Bonds or other Series of Bonds, respectively, theretofore authenticated and delivered under the Resolution, except:

- (a) any Bonds cancelled at or prior to such date;
- (b) any Bonds (or portions of Bonds) the principal or Redemption Price, if any, which shall have been paid in accordance with the terms hereof;
- (c) any Bonds in lieu or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Resolution; and
- (d) Bonds deemed to have been paid as provided in the Resolution.

"Outstanding Loan Principal Amount" means that amount necessary to repay the original principal amount of the Loan at the time of determination.

"Paying Agent" means any Paying Agent for the Series 2005 Bonds, its successors and any other Person which may at the time be substituted in its place, pursuant to the Resolution.

"Person" means any individual, corporation, partnership, limited partnership joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

"Pledged Revenues" means with respect to the Series 2005 Bonds (i) all payments made or required to be made by the Borrower pursuant to this Loan Agreement; (ii) funds held under the Resolution with respect to the Series 2005 Bonds and the earnings thereon (subject to the



application thereof to the purposes and on the conditions set forth in the Resolution); and (iii) Unobligated State-Shared Taxes at such time as such taxes have been withheld pursuant to law and the Loan Agreement and which have become property of the Authority.

"Prepayment Date" means the date on which the Borrower is required to deposit the Optional Prepayment Price with the Paying Agent or Trustee pursuant to Section 6.01 hereof, which day may be any Business Day.

"Prior Lien Obligations" means the following: \_\_\_\_\_

\_\_\_\_\_ between the Tennessee State School Bond Authority and the Borrower.

"Projects" means the renovation, repair and equipping of Eaton Elementary School, Fort Loudoun Middle School, Greenback School, Highland Park Elementary School, Loudon Elementary School, Loudon High School, North Middle School, Philadelphia Elementary School and Steekee Elementary School.

"Proportionate Share" means, (x) with respect to Forward Delivery Agreement Payments and Forward Delivery Agreement Receipts, at the time of determination (1) if such payment or receipt is directly attributable to the actions of the Borrower (including the Borrower's failure to act when otherwise required to act hereunder) 100% of such expense or payment, and (2) in all other instances, a fraction, the numerator of which is the aggregate of all amounts invested in the Forward Delivery Agreement from the Borrower's Loan Repayment Sub-Account and the denominator of which is the aggregate of all amounts invested from all Series 2005 Borrowers' Loan Repayment Sub-Accounts in the Forward Delivery Agreement; (y) with respect to Investment Income and Investment Losses in the Loan Repayment Account of the Series 2005 Bond Account for such period of determination, a fraction, the numerator of which is the aggregate of all amounts in the Borrower's Loan Repayment Sub-Account and the denominator of which is all amounts invested from the Series 2005 Borrowers' Loan Repayment Sub-Accounts; (z) with respect to Investment Income and Investment Losses in the Borrower's Reserve Sub-Account for such period of determination, a fraction, the numerator of which is the amount on deposit in the Borrower's Reserve Sub-Account and the denominator of which is the amount on deposit in all Series 2005 Borrowers' Reserve Sub-Accounts; and (xx) with respect to the allocation of Administrative Expenses and/or any Redemption Premium, (1) if such payment is directly attributable to the actions of the Borrower (including the Borrower's action or failure to act when otherwise required to act hereunder), one hundred percent (100%) of such expense, and (2) if such payment is attributable to the general administration of the Series 2005 Bonds and the Authority's obligations in connection therewith, a fraction the numerator of which is the principal amount of the Loan made under this Agreement and the denominator of which is the principal amount of the Series 2005 Bonds, and (3) if such payment is attributable to the general administration of all Series of Bonds and the Authority's obligations in connection therewith, a fraction the numerator of which is the Outstanding Loan Principal Amount and the denominator of which is an amount equal to all Series of Bonds which are Outstanding.

"Qualified Zone Academy" has the meaning set forth in Section 1397E of the Code, as amended, and shall include any public school or academic program within a public school which



is established by and operated under the supervision of an eligible local education agency to provide education or training below the post-secondary level and such public school is located in an empowerment zone or enterprise community or there is a reasonable expectation as of the date of execution of the Loan Agreement that at least 35% of the students attending such school or participating in such program will be eligible for free or reduced cost lunches under the school lunch program established under the National School Lunch Act which shall include the Projects.

"Redeemed Amount" means the principal portion of Series 2005 Bonds redeemed from the Mandatory Prepayment Price.

"Redemption Date" means that date any portion of the Series 2005 Bonds are required to be redeemed.

"Redemption Premium" means the amount required to be paid to the holders of the Series 2005 Bonds upon early redemption of the Series 2005 Bonds as described in the Resolution, as supplemented by the 2005 Series Certificate.

"Registrar" means the registrar for the Series 2005 Bonds and its successor or successors and any other Person which may at any time be substituted in its place pursuant to the Resolution.

"Reserve Amount" means an amount equal to the 2005 Investment Credit, as set forth on Exhibit C, and all earnings thereon.

"Resolution" means the Qualified Zone Academy First Program Bond Resolution adopted by the Authority on September 9, 1999, as supplemented by the Fifth Supplemental Resolution adopted by the Authority on \_\_\_\_\_, 2005, as amended on \_\_\_\_\_, including the 2005 Series Certificate, dated as of \_\_\_\_\_, 2005 and as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions thereof.

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

"Series 2005 Bonds" means the Qualified Zone Academy Bonds, Series 2005, of the Authority from time to time Outstanding under the Resolution.

"Series 2005 Borrowers' Loan Repayment Sub-Account" means all Loan Repayment Sub-Accounts in the Loan Repayment Account of the Series 2005 Bond Account of the Bond Fund relating to the Series 2005 Bonds.



"Series 2005 Borrowers' Reserve Sub-Account" means all Reserve Sub-Accounts in the Loan Repayment Account of the Series 2005 Bond Account of the Bond Fund relating to the Series 2005 Bonds.

"State" means the State of Tennessee.

"State-Shared Taxes" means taxes imposed and collected by the State pursuant to law and appropriated and allocated by law to a Local Government, whether appropriated or allocated for a particular purpose or for the general use of such Local Government, as identified by resolution of the Tennessee Local Development Authority and as established by Section 4-31-102, Tennessee Code Annotated, as amended from time to time.

"Trustee" means the bank, trust company or national banking association appointed pursuant to Section 8.01 of the Resolution to act as trustee under the Resolution, and its successor or successors and any other bank, trust company or national banking association at any time substituted in its place pursuant to the Resolution.

"Unobligated State-Shared Taxes" means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

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 2005 Bonds and the Loan

Section 2.01. Issuance of the Series 2005 Bonds. 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 2005 Bonds and the Loan Agreement as provided in Section 2.02 hereof, the Authority



agrees to issue and deliver its Series 2005 Bonds. The Series 2005 Bonds shall not bear interest. The proceeds received from the sale of the Series 2005 Bonds shall be deposited with the Authority in an amount equal to the costs of issuance of the Series 2005 Bonds in the Administrative Expenses Account of the Series Bond Account and the portion of the proceeds of the Series 2005 Bonds allocable to the Borrower shall be deposited in the Borrower Account of the Loan Fund pursuant to Section 6.03 of the Resolution.

Section 2.02. Loan. The Authority hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Authority, the Loan in the principal amount of \$ \_\_\_\_\_. The Authority shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Borrower Account of the Loan Fund derived from proceeds of the Series 2005 Bonds, upon receipt of a requisition as set forth in Section 2.04 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 Costs of the Projects.

Section 2.04. Disbursements of Loan Proceeds. Pursuant to Section 6.03 of the Resolution, the Authority shall use the moneys in the Borrower Account of the Loan Fund solely to pay the Costs 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 disburse funds from the Borrower Account of the Loan Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as Exhibit A.

Section 2.05. Completion of the Projects. When requesting final payment from the Borrower Account of the Loan Fund, the Borrower shall cause to be submitted to the Department of Education, 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 shall be expended from the Borrower Account of the Loan Fund within two and one-half (2½) years of the date of this Loan Agreement unless otherwise approved by the Authority. All moneys remaining in the Borrower Account of the Loan Fund, including investment earnings thereon, may be used for other projects of the Borrower approved by the State Board of Education and the Authority upon receipt of an opinion of nationally recognized bond counsel that the additional projects do not adversely affect the qualification of the Series 2005 Bonds as "qualified zone academy bonds" within the meaning of Section 1397E of the Code or shall be deposited in the Borrower's Reserve Sub-Account and credited by the Authority to the Borrower's required deposit to the Borrower's Loan Repayment Sub-Account, in inverse order, and used to redeem Series 2005 Bonds on the Redemption Date as set forth in the Resolution. 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 Loan Agreement, will be available for payment of the Costs of the Projects, will be sufficient to pay all of the Costs of the Projects.



Section 2.06. Investment of Funds; Application of Investment Earnings. Any moneys held by the Authority in the Borrower Account of the Loan Fund shall be invested or reinvested by the Authority in Investment Obligations and shall be retained in the Loan Fund to be used for Costs of the Projects or for partial redemption of the Series 2005 Bonds as set forth in the Resolution.

Section 2.07. Tax Status of the Series 2005 Bonds. It is the intention of the parties hereto that the Series 2005 Bonds be and remain "qualified zone academy bonds" within the meaning of Section 1397E of the Code, and to that end the Borrower hereby represents, warrants and agrees as follows:

(a) 95% or more of the proceeds of the Loan allocable to each Academy Project shall be used to rehabilitate, repair or equip the Qualified Zone Academy;

(b) the Qualified Zone Academy is a public school or academic program within a public school which is established and operated by the local education agency of the Borrower to provide education and training below the post secondary level and is located in an empowerment or enterprise community or at least 35% of the students attending the school or participating in the program are eligible for free or reduced cost lunch programs under the school lunch program established under the National School Lunch Act; and

(c) the Borrower has received written commitments from private entities to make qualified contributions (as defined in Section 1397E of the Code), with respect to each Academy Project having a present value of not less than 10% of the proceeds of the Loan with respect to each Academy Project.

### ARTICLE III

#### Payment Obligations of Borrower

Section 3.01. Loan Repayments. The Borrower agrees to pay to the Authority all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided, to be deposited by the Authority to the Series 2005 Bond Account in the Bond Fund to be applied to the payment of principal of the Series 2005 Bonds, whether at Maturity or upon redemption, Administrative Expenses, Additional Payments, Investment Losses and Forward Delivery Agreement Payments.

Section 3.02. Return of Excess Payments. Upon payment in full of all Loan Repayments due under the Loan Agreement, any funds remaining in the Borrower's Reserve Sub-Account or the Borrower's Loan Repayment Sub-Account shall be returned to the Borrower.

Section 3.03. Time and Manner of Payment. The Borrower agrees to make each Loan Repayment directly to 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. The Authority



shall send a statement to the Borrower setting forth the amount of the Borrower's Loan Repayment with respect to each Loan Repayment Date.

Section 3.04. Amount, Allocation and Deposit of Loan Repayments. The amount of each of the Loan Repayments to be made on each Loan Repayment Date shall be determined, allocated and deposited as set forth below:

(a) *Borrower Reserve Sub-Account.* There shall be established the Borrower Reserve Sub-Account within the Loan Repayment Account created within the Series 2005 Bond Account. The following amounts shall be deposited to or retained in the Borrower's Reserve Sub-Account for subsequent transfer to the Borrower's Loan Repayment Sub-Account when required hereunder:

(i) On each Loan Repayment Date set forth on Exhibit C, the Borrower shall pay to the Authority the related "Principal" amount set forth on Exhibit C, as such amount may be adjusted at the time of determination (the "Annual Principal Repayment"), as follows:

(A) decreased by an amount equal to the related Investment Credit set forth on Exhibit C, excluding the 2005 Investment Credit;

(B) decreased by an amount equal to the Borrower's Proportionate Share of any Investment Income in the Series 2005 Borrowers' Reserve Sub-Account (excluding Investment Income which is part of the Reserve Amount), applied as directed by an Authorized Authority Representative toward the particular Annual Principal Repayment;

(C) decreased by an amount equal to the Borrower's Proportionate Share of any Investment Income in the Administrative Expenses Account of the Series 2005 Bond Account applied as directed by an Authorized Authority Representative toward the particular Annual Principal Repayment;

(D) decreased by the Redeemed Amount in inverse order of the Loan Repayment Date;

(E) decreased by any portion of the Optional Prepayment Price as directed by the Borrower upon the consent of an Authorized Authority Representative;

(F) decreased by the Borrower's Proportionate Share of any Forward Delivery Agreement Receipt, if not reinvested or used to acquire another Forward Delivery Agreement or similar type agreement, as directed by an Authorized Authority Representative;



(G) decreased by the Reserve Amount, as directed by an Authorized Authority Representative;

(H) increased by an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2005 Borrowers' Loan Repayment Sub-Account; and

(I) increased by an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2005 Borrowers' Reserve Sub-Account.

(ii) earnings on the Annual Principal Repayment while on deposit in the Borrower's Reserve Sub-Account;

(iii) the Reserve Amount;

(iv) the Mandatory Prepayment Price, if any, and earnings thereon;

(v) the Optional Prepayment Price, if any, and earnings thereon;

(vi) the Borrower's Proportionate Share of any Forward Delivery Agreement Receipts;

(vii) the Borrower's Proportionate Share of Investment Income reduced by the Borrower's Proportionate Share of Investment Losses, if any, from amounts on deposit in the Borrower's Reserve Sub-Account; and

(viii) the Borrower's Proportionate Share of any Investment Income in the Administrative Expenses Account of the Series 2005 Bond Account.

(b) *Borrower Loan Repayment Sub-Account.* (i) On the \_\_\_\_ day of \_\_\_\_\_ in each year that the Series 2005 Bonds are Outstanding or if such day is not a Business Day, then on the next preceding Business Day, there shall be a transfer from the Borrower Reserve Sub-Account to the Borrower Loan Repayment Account an amount equal to: (A) if the initial Forward Delivery Agreement is in effect, the difference between the related "Principal" amount set forth on Exhibit C and the related Investment Credit set forth on Exhibit C for such year, plus an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2005 Borrowers' Loan Repayment Sub-Account occurring since the last transfer to the Borrower Loan Repayment Account in order to purchase Qualified Securities (as defined in the initial Forward Delivery Agreement); or (B) if the initial Forward Delivery Agreement is terminated and any subsequent Forward Delivery Agreement is in effect, the difference between the "Principal" amount set forth in Exhibit C and the Investment Credit set forth on Exhibit C, as such Investment Credit may be adjusted by an Authorized Authority Representative, plus an amount equal to the Borrower's Proportionate Share of Investment Losses in the Series 2005 Borrowers' Loan Repayment Sub-Account occurring since the last



transfer to the Borrower Loan Repayment Account in order to purchase Qualified Securities (as defined in any Forward Delivery Agreement in effect upon termination of the initial Forward Delivery Agreement; or (C) if there is no Forward Delivery Agreement, the principal amount set forth in Exhibit C.

(ii) In the event a principal amount of the Series 2005 Bonds equal to the Borrower's Default Share of the Series 2005 Bonds outstanding the day after the maturity date of the Series 2005 Bonds is not paid on such day from payments under this Loan Agreement by the Borrower or from the Borrower's Unobligated State-Shared Taxes, the Borrower shall pay to the Authority an Additional Payment with respect to such Default Share of the then outstanding Series 2005 Bonds, such Additional Payment to be in an amount sufficient for the Authority to pay to the holders of the Series 2005 Bonds such Default Share of the then Outstanding Series 2005 Bonds, together with an amount equal to such Default Share multiplied by the applicable credit rate on the Series 2005 Bonds divided by 360 multiplied by the number of days from the date of Maturity through the date of payment of the Borrower's Default Share of such Outstanding Series 2005 Bonds, which amount shall be deposited to the Borrower's Loan Repayment Sub-Account. The Authority shall pay to the holders of the Series 2005 Bonds such Additional Payment paid by the Borrower.

(iii) The Borrower shall also pay to the Authority upon demand by the Authority (but in all events prior to the Maturity of the Series 2005 Bonds) the Borrower's Proportionate Share of any Forward Delivery Agreement Payment when due, and any such payment by the Borrower shall be deposited by the Authority to the Borrower's Loan Repayment Sub-Account to be paid pursuant to the Forward Delivery Agreement.

(iv) The Borrower shall also pay to the Authority upon demand by the Authority (but in all events prior to the Maturity of the Series 2005 Bonds) the Borrower's Proportionate Share of any Investment Losses resulting in insufficient funds to pay the Series 2005 Bonds when due, and any such payment by the Borrower shall be deposited by the Authority to the Borrower's Loan Repayment Sub-Account to be applied to the payment of the Series 2005 Bonds, whether at Maturity or on the Redemption Date.

(v) Upon demand by the Authority (but in all events prior to the Redemption Date), the Borrower shall also pay to the Authority an amount equal to the Borrower's Proportionate Share of any Redemption Premium required to be paid to the holders of the Series 2005 Bonds upon partial redemption of the Series 2005 Bonds from funds on deposit in the Borrower Account of the Loan Fund which will not be used to pay Costs of the Projects, and any such payment by the Borrower shall be deposited by the Authority to the Borrower's Loan Repayment Sub-Account to be applied to the payment of any such Redemption Premium on the Series 2005 Bonds upon redemption.

(vi) Upon demand by the Authority, the Borrower shall pay to the Authority the Mandatory Prepayment Price and the Mandatory Prepayment Price shall be transferred to the Borrower Loan Repayment Sub-Account and shall be used to redeem a portion of the Series 2005 Bonds in accordance with the Resolution and to pay any redemption premium thereon.



(c) *Administrative Expense Account of the Series 2005 Bond Account.* The Administrative Expenses portion of each of the Loan Repayments shall be paid by the Borrower in an amount equal to the Borrower's Proportionate Share of Administrative Expenses for any period commencing on the Closing Date, or the Business Day on which Administrative Expenses were last paid to and ending on the day next preceding the Loan Repayment Date and shall be deposited to the Administrative Expenses Account.

Section 3.05. Payments Assigned. It is understood and agreed that the rights of the Authority under this Loan Agreement (except its rights to indemnification, payment of expenses and receive notices), are assigned to the Trustee, if any, pursuant to the Resolution. The Borrower consents to such assignment. The Borrower agrees to pay to the Trustee, or at the option of the Authority, unless there shall exist an Event of Default, to the Authority or at the direction of the Authority, the State Treasurer, or a separate custodian, all amounts payable by the Borrower that are so assigned. All such assigned payments shall be deposited as provided in the Resolution.

Section 3.06. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder 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 or the Trustee, if any. 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, or the Trustee, 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, however, shall be construed to release the Authority or the Trustee, if any, from the performance of any of their respective obligations hereunder or under any documents related hereto.

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 Loan Repayments payable under this Loan Agreement as and when they become due and payable. 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 the tax to be levied pursuant to this Section and the Act in a special fund an amount sufficient for the payment of the amounts under this Loan 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 made from other 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.

Section 3.08. Pledge of Unobligated State-Shared Taxes. The Borrower has pledged a portion of its State-Shared Taxes to the Prior Lien Obligations. The Borrower hereby pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal portions of the Loan Repayments under this Loan Agreement, which principal portion shall include an amount equal to the Borrower's Default Share of the Series 2005 Bonds outstanding the day after the maturity date of the Series 2005 Bonds.

The Borrower hereby authorizes the Authority without further recourse to direct that any Unobligated State-Shared Taxes due to the Borrower be withheld and paid over to the Authority for credit to the Borrower's Loan Repayments at any time a Loan Repayment becomes delinquent in an amount necessary to liquidate the amount of the delinquent payment and/or to pay an amount equal to the Borrower's Default Share of the Series 2005 Bonds outstanding the day after the maturity date of the Series 2005 Bonds.

So long as this Loan Agreement remains outstanding, the Borrower agrees that it will not create, assume or incur any pledge, encumbrance, lien or charge on a parity with or prior to the lien created under this Loan Agreement on the Borrower's Unobligated State-Shared Taxes without the written consent of the Authority and the Owner and a certificate of a certified public accountant stating that the Unobligated State-Shared Taxes are at least 100% of the maximum annual principal portion of the Loan Repayments under this Loan Agreement, together with the maximum annual debt service on the obligations proposed to be issued, for the fiscal year preceding the year in which the additional lien is proposed to be created.

#### 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 corporate governmental agency and instrumentality of the State of Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series 2005 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 Loan 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 Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of this Loan Agreement and the Series 2005 Bonds, the due performance of all obligations of the Authority hereunder, under the Resolution and under the Series 2005 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 Loan Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a valid contractual obligation of the Authority. The Series 2005 Bonds will constitute valid and binding limited special obligations of the Authority and will be payable solely from the Pledged Revenues and any amounts otherwise available under the Resolution, and will be entitled to the benefit of the Resolution. None of the Authority (except to the foregoing extent), 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 the Series 2005 Bonds. The Authority has no taxing power.

(f) The execution and delivery by the Authority of this Loan Agreement, the Series 2005 Bonds, and the Resolution and the consummation of the transactions contemplated in each of the foregoing will not violate any resolution, 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 2005 Bonds in accordance with the Resolution and this Loan 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 Resolution or the Series 2005 Bonds or which, in any way, would adversely affect the validity of this Loan Agreement, the Series 2005 Bonds, the Resolution 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 Loan Agreement other than to secure the Series 2005 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 Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan 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 Loan 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 Loan Agreement and the Resolution.

(d) This Loan 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.

(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 Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan 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.

(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 Loan 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) 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 2005 Bonds advanced to it to be applied in a manner contrary to that provided in the Resolution and this Loan Agreement.

(h) 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 adversely affect the credit allowance on the Series 2005 Bonds for federal income tax purposes.

(i) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(j) The Borrower approves the issuance of the Series 2005 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.

(k) The Borrower covenants and agrees to provide annual audited financial statements to the Authority as soon as reasonably practical upon their becoming available and if not made available within one year of the end of the fiscal year, then the Borrower shall provide unaudited annual financial statements for such fiscal year within one year of the end of the fiscal year and audited financial statements for such fiscal year when they become available and, upon request, such other financial information as shall be reasonably requested to the Authority.

(l) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Resolution.

(m) All information provided to the Authority in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan 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 sixty (60) 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 60-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 60 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 or enforceability of any provision of this Loan Agreement.

Section 5.02. Remedies. (a) In the event the Borrower shall fail to remit the Loan Repayments when and as required under this Loan Agreement, the Commissioner of Finance and Administration of the State, upon notification by the Authority, shall deliver notice of such failure to the Borrower within 3 days by telecopier or telephone (promptly confirmed in writing). If the Borrower fails to remit such amount within 10 days of the notice by telecopier or telephone, the Commissioner shall without further authorization, withhold the Loan Repayment due from the Borrower's Unobligated State-Shared Taxes.

(b) Upon the continuing occurrence of an Event of Default not cured pursuant to subsection (a) above, (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 Loan Agreement), the Authority, the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, and subject to the provisions of the Resolution, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower

under this Loan Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Resolution.



## ARTICLE VI

### Prepayment

Section 6.01. Prepayment. 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. The Borrower shall be required to prepay a portion of its Loan from excess amounts in the Borrower Account of the Loan Fund as set forth in Section 2.05 hereof.

Section 6.02. Mandatory Prepayment Price. The Mandatory Prepayment Price shall be that amount that the Borrower shall prepay as of the designated Prepayment Date, consisting of unspent amounts in the Borrower's Account of the Loan Fund (which shall be used, to the extent possible, to redeem Series 2005 Bonds), plus the Borrower's Proportionate Share of any Redemption Premium for the Series 2005 Bonds.

Section 6.03. Optional Prepayment. The Optional Prepayment Price shall be an amount designated by the Borrower to be used to prepay any portion of its Loan. The Borrower shall give notice of its intent to prepay any portion of its Loan to the Trustee, if any, and the Authority in the manner for giving notices hereunder pursuant to Section 8.07 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 amount of such prepayment, and the proposed Prepayment Date.

Section 6.04. Partial Prepayment. Any principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit C as Borrower shall elect by written notice to the Authority with the consent of the Authority.

Section 6.05. Deposit of Prepayment Amount. The prepayment amount shall be deposited with the Treasurer, its custodian or the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Prepayment Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Loan Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay or shall elect to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower's obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder (including all amounts due under Article III hereof) without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series 2005 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 Loan Agreement, which obligations have arisen on or after 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 and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, if any, and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee and the Authority (the Trustee, each successor trustee, the Authority, 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, willful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Resolution or the trusts thereunder and the duties of the Trustee and the Authority thereunder (but only to the extent the Resolution, its administration, required duties and trusts thereunder are applicable to Borrower, this Loan Agreement or the Series 2005 Bonds), including enforcement of this Loan 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 Loan Agreement.

## ARTICLE VIII

### Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Loan 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 Loan 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 Loan 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 Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan 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, if any, of any one or more of the rights, powers or remedies provided for in this Loan 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 Loan Agreement or in the Resolution, subsequent to the issuance of the Series 2005 Bonds and prior to the payment in full of the Series 2005 Bonds, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, if any, and the Holder of the Series 2005 Bonds.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan 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 Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan 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 Loan 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 Loudon County Courthouse Annex, Loudon, Tennessee 37774, Attention: County Mayor, (b) if to the Authority, addressed to the Authority, Attention: Director of Bond Finance, 1600 James K. Polk Office Building, Nashville, Tennessee 37243-0273, (c) if to the Trustee, addressed to the Trustee at Wachovia Bank, National Association, 230 Fourth Avenue North, 7<sup>th</sup> Floor, TN 1020, Nashville, Tennessee 37219, Attention: Corporate Trust 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 Resolution.

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

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



Section 8.10. Multiple Counterparts. This Loan 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 Resolution. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Resolution which would adversely affect the Borrower's rights under this Loan 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 Loan 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 Loan Agreement.

Section 8.13. Continuing Disclosure. In the event the Series 2005 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 2005 Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series 2005 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 2005 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.

*Signatures on Following Page*



IN WITNESS WHEREOF, THE TENNESSEE STATE SCHOOL BOND AUTHORITY has executed this Loan Agreement by causing its name to be hereunto subscribed by two of its Authorized Officers; and LOUDON COUNTY, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its County Mayor and County Clerk, all being done as of the day and year first above written.

TENNESSEE STATE SCHOOL BOND AUTHORITY

(SEAL)

By: \_\_\_\_\_  
Authorized Officer

ATTEST:

\_\_\_\_\_  
Authorized Officer

LOUDON COUNTY, TENNESSEE



By: George M. Miller  
COUNTY MAYOR

[Signature]  
COUNTY CLERK

EXHIBIT A  
REQUISITION  
Series 2005 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 \_\_\_\_\_, 2005, by and between the Tennessee State School Bond Authority and Loudon 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 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 Costs 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 5<sup>th</sup> day of December, 2005.

LOUDON COUNTY, TENNESSEE

Name:

George M. Miller  
Title: County Mayor

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

After execution, fax the Requisition as follows:

[Signature]

Attn: \_\_\_\_\_  
(615) \_\_\_\_\_ (Office-Confirm)  
(615) \_\_\_\_\_ (FAX)



EXHIBIT B

COMPLETION CERTIFICATE  
Series 2005 Bonds

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated \_\_\_\_\_, 2005, by and between the Tennessee State School Bond Authority and Loudon 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 Projects 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 5<sup>th</sup> day of December, 2005.

LOUDON COUNTY, TENNESSEE

Name: George M. Miller

Title: County Mayor

EXHIBIT C  
LOAN REPAYMENT SCHEDULE

<u>Loan Repayment Date</u>	<u>Principal</u>	<u>Investment Credit*</u>
----------------------------	------------------	---------------------------

\*Subject to adjustment in accordance with Section 3.04(b).



## Exhibit X

PAGE 02/04

### **SEVEN YEAR ENERGY EFFICIENCY (ECD) CAPITAL OUTLAY NOTES PRIVATE SALE**

**RESOLUTION OF THE GOVERNING BODY OF** Loudon County Board of Education,  
**TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF INTEREST-BEARING ENERGY  
EFFICIENCY (ECD) CAPITAL OUTLAY NOTES NOT TO EXCEED \$** \$499,981.00 **.**

WHEREAS, the Governing Body of Loudon County Board of Education, Tennessee, (the "Local Government") has determined that it is necessary and desirable to make Energy Efficiency Improvements (the "Project") for the benefit of the citizens of the Local Government; and,

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and,

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing Capital Outlay Notes upon the approval of the State Director of Local Finance; and,

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of Capital Outlay Notes to finance the cost of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Loudon County Board of Education, Tennessee, as follows;

Section 1. THAT, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor \_\_\_\_\_ of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing Capital Outlay Notes in a principal amount not to exceed Four hundred ninety nine thousand nine hundred eighty one Dollars ( \$499,981.00 ) (the "Notes") at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Energy Efficiency (ECD) Capital Outlay Notes", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; and shall bear interest at a rate or rates not to exceed 0 per cent ( 0 %) per annum, and in no event shall the rate exceed the legal limit provided by law.

-----

Year	Principal Amount
2006	\$71,425.86
2007	\$71,425.86
2008	\$71,425.86
2009	\$71,425.86
2010	\$71,425.86
2011	\$71,425.86
2012	\$71,425.84

The Notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least seven (7) years.

**Section 3.** THAT, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the Principal amount and accrued interest to the date of redemption.

**Section 4.** **THAT**, the Notes shall be direct general obligations of the Local Government and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. THAT, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Mayor with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Mayor of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Mayor of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.



Section 6. THAT, the Notes shall be in substantially the form attached hereto.

Section 7. THAT, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Note.

Section 8. THAT, after the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

Section 9. THAT, all orders or resolution in conflict with this Resolution are hereby repealed as such conflict exist. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 5th day of December, 2005

X George M. Miller  
(Local Government Chief Executive)

ATTESTED:

X [Signature]  
(City Recorder/County Clerk)

**Exhibit Y**

**THE LOUDON COUNTY BOARD OF EDUCATION**

A. Edward Headlee, Director

Tim A. Berry, Deputy Director

100 River Road, Loudon, TN 37774-1042

Phone: 865-458-5411 Fax: 865-458-6138

**BOARD OF EDUCATION**

Larry Bass, Chairman

Bill Marcus, Vice-Chairman

Bobby Johnson, Jr. Larry Proaps

June Klinstiver Leroy Tate

Scott Newman Freddie Walker

Nancy Paule Alan Williams

**DISTRICT STAFF**

Dr. Ramona Best, Instructional Supervisor 6-12

Business Manager

Sissy Foster, Special Education Supervisor

Alison Millsaps-Garrison, Food Services Supervisor

Kathy Greene, PK-5 Instructional Supervisor

Gil Luttrell, School Services Coordinator

Kim McGimsey, Pupil Services Coordinator

Jill Pierce, Director of Technology


**MEMORANDUM OF UNDERSTANDING**

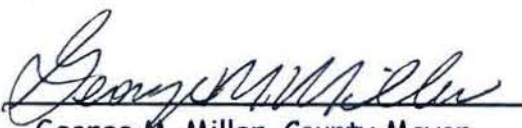
This Memorandum of Understanding will serve as an agreement between the Loudon County Commission and the Loudon County Board of Education concerning the repayment of approximately \$4,215,000.00 in Qualified Zone Academy Bonds (QZAB) and approximately \$500,000.00 in ECD (Economic and Community Development) capital outlay notes.

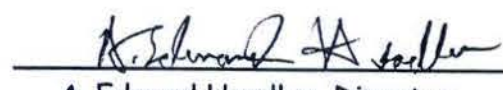
The Loudon County Board of Education agrees to make the annual repayment on these interest-free loans until they are fully repaid with the understanding that the Loudon County Commission will not reduce the local funding provided annually to the Loudon County Board of Education during the period of the repayment of these loans.

Agreed to this 5<sup>th</sup> day of December, 2005 by the parties whose signatures appear below:

  
Roy Bledsoe, Chairman  
Loudon County Commission

  
Larry D. Bass, Chairman  
Loudon County Board of Education

  
George M. Miller, County Mayor  
County of Loudon

  
A. Edward Headlee, Director  
Loudon County Schools



Loudon County  
General Fund 101  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
314	51500		Election Commission					
315	101		County Official/Administrative Officer	47,640		47,640		47,640
316	161		Administrative Assistant	30,310		30,310		30,310
317	168		Temporary Personnel	0		0	1,000	1,000
318	187		Overtime Pay	1,200		1,200		1,200
319	192		Election Commission	12,000		12,000		12,000
320	193		Election Workers	24,647		24,647		24,647
321	201		Social Security	5,651		5,651	65	5,716
322	204		State Retirement	7,055		7,055	80	7,135
323	212		Employer Medicare	1,322		1,322	15	1,337
324	302		Advertising	3,200		3,200		3,200
325	307		Communication	3,700		3,700		3,700
326	320		Dues and Memberships	250		250		250
327	336		Maintenance and Repair Services - Off	2,500	Agreement w/BOE for Tech Support	2,500		2,500
328	349		Printing, Stationery, and Forms	3,500		3,500		3,500
329	355		Travel	2,000		2,000	2,000	4,000
330	348		Postal Charges	2,500		2,500		2,500
331	399		Other Contracted Services	11,500	5,000	16,500		16,500
332	435		Office Supplies	1,700		1,700		1,700
333	719		Office Equipment	2,000		2,000		2,000
334								
335			Total Election Commission	162,675	5,000	167,675	3,160	170,835
336			(\$183,560 less Cities reimb. \$29,525=\$154,035)					
337								

Exhibit Z

1179

Loudon County  
General Fund 101  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
534								
535	52500		County Court Clerk					
536	101		County Official/Administrative Officer	56,048		56,048		56,048
537	162		Clerical Personnel	173,000		173,000	(8,180)	164,820
538	169		Part-time Personnel	0		0	9,650	9,650
539	201		Social Security	14,201		14,201	93	14,294
540	204		State Retirement	17,728		17,728	115	17,843
541	212		Employer Medicare	3,321		3,321	22	3,343
542	307		Communication	5,608		5,608		5,608
543	320		Dues and Memberships	686		686		686
544	355		Travel	1,050		1,050		1,050
545	399		Other Contracted Services	15,000		15,000		15,000
546	435		Office Supplies	12,000		12,000		12,000
547	508		Premiums on Corporate Surety Bonds	250		250		250
548	719		Office Equipment	1,000		1,000		1,000
549								
550			Total County Court Clerk	299,892	0	299,892	1,700	301,592
551								
552	<b>Total Finance</b>			<b>1,271,481</b>	<b>14,980</b>	<b>1,286,461</b>	<b>1,700</b>	<b>1,288,161</b>
553								

Total increase in  
salaries = \$1,470



Loudon County  
General Fund 101  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
554	53000		Administration of Justice					
555								
556	53100		Circuit Court Clerk					
557	101		County Official/Administrative Officer	56,048		56,048		56,048
558	162		Clerical Personnel	66,550	4,954	71,504		71,504
559	168		Temporary Personnel	5,000		5,000		5,000
560	187		Overtime Pay	2,000		2,000	1,556	3,556
561	201		Social Security	8,035	307	8,342	97	8,439
562	204		State Retirement	10,031		10,031	117	10,148
563	212		Employer Medicare	1,879	72	1,951	23	1,974
564	196		In-Service Training	0		0		0
565	307		Communication	4,340		4,340		4,340
566	320		Dues and Memberships	800		800		800
567	349		Printing, Stationery, and Forms	2,500		2,500		2,500
568	355		Travel	2,100		2,100		2,100
569	399		Other Contracted Services	8,000		8,000		8,000
570	435		Office Supplies	6,000		6,000		6,000
571	505		Judgments	29,000		29,000		29,000
572	508		Premiums on Corporate Surety Bonds	250		250		250
573	524		In Service/Staff Development	1,050		1,050		1,050
574	719		Office Equipment	7,000		7,000		7,000
575								
576			Total Circuit Court Clerk	210,583	5,333	215,916	1,793	217,709

Loudon County  
General Fund 101  
Ending June 30, 2006

1182

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
577								
578	53300		General Sessions Court					
579	162		Clerical Personnel	186,000	8,609	194,609		194,609
580	168		Temporary Personnel	10,000		10,000		10,000
581	169		Part-time Personnel	26,800		26,800	(4,400)	22,400
582	187		Overtime Pay	3,000		3,000	2,844	5,844
583	201		Social Security	14,000	533	14,533	(96)	14,437
584	204		State Retirement	17,477	(2,182)	15,295	220	15,515
585	212		Employer Medicare	3,274	125	3,399	(23)	3,376
586	196		In-Service Training	0		0		0
587	307		Communication	3,000		3,000		3,000
588	320		Dues and Memberships	300		300		300
589	349		Printing, Stationery, and Forms	7,000		7,000		7,000
590	355		Travel	1,500		1,500		1,500
591	399		Other Contracted Services (LGDP)	9,000		9,000		9,000
592	435		Office Supplies	9,000		9,000		9,000
593	524		In Service/Staff Development	1,860		1,860		1,860
594	719		Office Equipment	24,000		24,000		24,000
595								
596			Total General Sessions Court	316,211	7,085	323,296	(1,455)	321,841
597								



Loudon County  
General Fund 101  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
879								
880	55120		Animal Control					
881	167		Part-time Staff	13,300		13,300	(2,000)	11,300
882	187		Overtime Pay	2,000		2,000	2,000	4,000
883	189		Staff Wages	81,380		81,380		81,380
884	201		Social Security	5,994		5,994		5,994
885	204		State Retirement	7,483		7,483		7,483
886	212		Employer Medicare	1,402		1,402		1,402
887	307		Communication	3,300		3,300		3,300
888	335		Maintenance and Repair Services - Bui	0		0		0
889	338		Maintenance and Repair - Vehicles	1,000	4,900	5,900		5,900
890	351		Rentals	6,500		6,500		6,500
891	355		Travel	500		500		500
892	357		Veterinary Services	15,000		15,000		15,000
893	401		Animal Food & Supplies	500		500		500
894	410		Custodial Supplies	2,500		2,500		2,500
895	425		Gasoline	3,500		3,500		3,500
896	435		Office Supplies	1,000		1,000		1,000
897	450		Tires	0		0		0
898	451		Uniforms	1,000		1,000		1,000
899	452		Utilities	5,000		5,000		5,000
900	453		Vehicle Parts	0		0		0
901	499		Other Supplies & Materials	2,500		2,500		2,500
902	524		In Service/Staff Development	1,000		1,000		1,000
903	719		Office Equipment	500		500		500
904								
905			Total Animal Control	155,359	4,900	160,259	0	160,259

Loudon County  
General Fund 101  
Ending June 30, 2006

1184

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		12/1/2005 8:36	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1098								
1099	<b>Beginning Fund Balance (Unaudited)</b>			1,217,292		1,217,292		1,217,292
1100			Per FY 05 Year End Closing Report					
1101								
1102	35110	Designation from LE for Juvenile Program			10,000	10,000		0
1103								
1104								
1105	<b>Total Revenue</b>			12,604,550	605,739	13,210,289	0	13,210,289
1106	<b>Transfers In</b>			155,471	25,000	180,471	0	180,471
1107								
1108	<b>Total Revenue and Transfers In</b>			12,760,021	630,739	13,390,760	0	13,390,760
1109								
1110	<b>Total FY 2006 YE Entries for Designations</b>				10,000			
1111								
1112	<b>Total Available Funds</b>			13,977,313	640,739	14,618,052	0	14,618,052
1113								
1114	<b>Expenditure Budget</b>			12,075,462	823,971	12,899,433	5,198	12,904,631
1115	<b>Transfers Out</b>			0	0	0	0	0
1116								
1117	<b>Total Expenditures and Transfer Out</b>			12,075,462	823,971	12,899,433	5,198	12,904,631
1118								
1119	<b>Ending Fund Balance</b>			1,901,851	(183,232)	1,718,619	(5,198)	1,713,421



Loudon County  
Federal Drug Control Fund 128  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>Other Special Revenue Fund 128</b>					
2			<b>Federal Drug Control</b>					
3	<b>Account</b>		12/1/2005 8:42	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
5								
6	<b>Revenue</b>							
7								
8	<b>42000</b>		<b>Fines, Forfeitures and Penalties</b>					
9								
10	<i>42800</i>		<i>Judicial District Drug Program</i>					
11	42865		Drug Task Force Forfeitures & Seizures	20,000	80,000	100,000		100,000
12								
13			<b>Total Drug Task Force Forfeitures</b>	20,000	80,000	100,000	0	100,000
14								
15								
16								
17	<b>TOTAL FINES, FORFEITURES &amp; PENALT</b>			<b>20,000</b>	<b>80,000</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
18								
19								
20								
21								
22	<b>Total Revenues</b>			<b>20,000</b>	<b>80,000</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
23								
24								
25								
26								

Exhibit AA


1185

Loudon County  
Federal Drug Control Fund 128  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			<b>Other Special Revenue Fund 128</b>					
2			<b>Federal Drug Control</b>					
3	<b>Account</b>		12/1/2005 8:42	<b>2006</b>	<b>2006</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
5								
27								
28			<b>Total General Expenditures</b>					
29								
30	Account Number							
31								
32	<b>50000</b>		<b>General Government</b>					
33								
34	<b>54000</b>		<u>Public Safety</u>					
35								
36	<b>54110</b>		Sheriff's Depatment					
37								
38	<b>399</b>		Other Contracted Services	0	6,000	6,000		6,000
39	<b>499</b>		Other Supplies and Materials	10,000	0	10,000	20,000	30,000
40	<b>431</b>		Law Enforcement Supplies	10,000		10,000	20,000	30,000
41	<b>590</b>		Transfers to Other Funds (Meth Grant M	0	15,000	15,000		15,000
42	<b>718</b>		Vehicles	0	20,000	20,000		20,000
43								
44			<b>Total Correctional Incentive Program</b>	<b>20,000</b>	<b>41,000</b>	<b>61,000</b>	<b>40,000</b>	<b>101,000</b>
45								
46								
47								
48								
49								
50								
51	<b>Total Expenditures</b>			<b>20,000</b>	<b>41,000</b>	<b>61,000</b>	<b>40,000</b>	<b>101,000</b>
52								
53								
54								
55								
56								



Loudon County  
Federal Drug Control Fund 128  
Ending June 30, 2006

	A	B	C	D	E	F	G	H
1			Other Special Revenue Fund 128					
2			Federal Drug Control					
3	Account Number		12/1/2005 8:42	2006	2006	Approved	Proposed	Proposed
4				Org Bgt	Amds	Amded Bgt	Amds	Amded Budget
5								
57			<div>Per FY 05 Year End Closing Report</div> 					
58								
59								
60								
61	Beginning Fund Balance (Unaudited)			7,402		7,402		7,402
62								
63	Total Revenue			20,000	80,000	100,000	0	100,000
64								
65	Total Revenue and Transfers In			20,000	80,000	100,000	0	100,000
66								
67	Total Available Funds			27,402	80,000	107,402	0	107,402
68								
69	Expenditure Budget			20,000	41,000	61,000	40,000	101,000
70	Transfers Out			0	0	0	0	0
71								
72	Total Expenditures and Transfer Out			20,000	41,000	61,000	40,000	101,000
73								
74	Ending Fund Balance			7,402	39,000	46,402	(40,000)	6,402
75								

LOUDON COUNTY  
General Capital Projects Fund 171  
Ending June 30, 2006

Exhibit BB

	A	B	C	D	E	F	G	H	I	J	K
1											
2					12/01/05		2006	2006	2006		
3					12/1/05 8:56 AM		Original	Budget	Approved	Proposed	Proposed
4							Budget	Amendments	Amded Budget	Amendments	Amded Budget
5	REVENUE						2.50				
6		40000	Local Taxes				106,700				
7			40110		Current Property Taxes		266,750		266,750		266,750
8			40120		Trustee's Pr Yr		8,000		8,000		8,000
9			40125		Trustee's Collections-Bankruptcy		3,500		3,500		3,500
10			40130		Clerk and Master's Pr Yr						
11											
12					Total Local Revenue		278,250	0	278,250	0	278,250
13											
14											
15		43000	Charges for Services								
16			43190		Other General Ser Charges		0	0	0		
17					Total Charges for Services		0	0	0		
18											
19											
20		44000	Other Local Revenue								
21			44570		Contributions & Gifts		20,000		20,000		20,000
22			44990		Other Local Revenue						
23											
24					Total Other Local Revenue		20,000	0	20,000		20,000
25											
26		46000	State of Tennessee								
27			46290		Other Public Safety Grants (Irene Lane)		90,000		90,000		90,000
28											
29					Total State of Tennessee		90,000	0	90,000		90,000
30											



LOUDON COUNTY  
General Capital Projects Fund 171  
Ending June 30, 2006

	A	B	C	D	E	F	G	H	I	J	K
1											
2					12/01/05		2006	2006	2006		
3					12/1/05 8:56 AM		Original	Budget	Approved	Proposed	Proposed
4							Budget	Amendments	Amded Budget	Amendments	Amded Budget
31		47000	Federal Revenue				-----				
32			47180		CDBG Grant (Hwy 70 Sewer)		91,000	0	91,000		91,000
33											
34					<b>Total Direct Federal</b>		91,000	0	91,000		91,000
35											
36		48000	Other								
37			48990		Other (TV Irene Lane)		15,000		15,000		15,000
38											
39					<b>Total Other</b>		15,000		15,000		15,000
40											
41		49000	Other Sources								
42			49500		Other Loans Issued		1,000,000	0	1,000,000		1,000,000
43											
44											
45											
46					<b>TOTAL REVENUE</b>		<b>1,494,250</b>	<b>0</b>	<b>1,494,250</b>	<b>0</b>	<b>1,494,250</b>
47											

LOUDON COUNTY  
General Capital Projects Fund 171  
Ending June 30, 2006

1190

	A	B	C	D	E	F	G	H	I	J	K
1											
2					12/01/05		2006	2006	2006		
3					12/1/05 8:56 AM		Original	Budget	Approved	Proposed	Proposed
4							Budget	Amendments	Amded Budget	Amendments	Amded Budget
48					<b>EXPENDITURES</b>						
49					91120 Administration of Justice Projects						
50			706		Building Construction		58,000	14,300	72,300		72,300
51			321		Engineering		0	9,700	9,700		9,700
52											
53											
54					<b>Total Adm of Justice</b>		58,000	24,000	72,300	0	82,000
55											
56					91130 Public Safety Projects						
57			399		Other Contracted Services		113,300		113,300		113,300
58			791		Other Construction		0	0	0	48,000	48,000
59											
60											
61					<b>Total Public Safety</b>		113,300	0	113,300	48,000	161,300
62											
63					91140 Public Health and Welfare Projects						
64			706		Building Construction		100,000		100,000		100,000
65			706		Building Construction		200,000		200,000		200,000
66			399		Other Contracted Services		71,400		71,400		71,400
67			499		Other Supplies & Materials		49,900		49,900		49,900
68											
69					<b>Total Public Health &amp; Welfare</b>		421,300	0	421,300	0	421,300
70											
71					91190 Other General Government Projects						
72			791		Other Construction		0	0	0	3,000	3,000
73											
74					<b>Total Other Gen Gov't Projects</b>		0	0	0	3,000	3,000
75											
76											
77											
78					91150 Social Cultural and Recreation Projects						
79			321		Engineering Services			15,000	15,000		15,000
80			706		Building Construction		769,650	253,400	1,023,050		1,023,050
81			724		Site Development		110,000		110,000		110,000
82											
83					<b>Total Social, Cultural &amp; Recreation</b>		879,650	268,400	1,148,050	0	1,148,050
84											

Traffic Light  
@ Hwy 444

Luttrell Community  
Center roof repairs



LOUDON COUNTY  
General Capital Projects Fund 171  
Ending June 30, 2006

	A	B	C	D	E	F	G	H	I	J	K
1											
2					12/01/05		2006	2006	2006		
3					12/1/05 8:56 AM		Original	Budget	Approved	Proposed	Proposed
4							Budget	Amendments	Amded Budget	Amendments	Amded Budget
85							-----				
86											
87											
88											
89											
90		58000	Miscellaneiou								
91			510		Trustee's Commission		6,000		6,000		6,000
92											
93					Total Miscellaneous		6,000	0	6,000	0	6,000
94											
95											
96											
97					TOTAL EXPENDITURES		1,478,250	292,400	1,770,650	51,000	1,821,650
98											
99											
100											
101											
102											
103					BEGINNING FUND BALANCE (Unaudited)		1,449,384		1,449,384		1,449,384
104											
105					TOTAL REVENUE		1,494,250	0	1,494,250	0	1,494,250
106											
107					TOTAL AVAILABLE FUNDS		2,943,634	0	2,943,634	0	2,943,634
108											
109											
110					TOTAL EXPENDITURE/TRFS		1,478,250	292,400	1,770,650	51,000	1,821,650
111											
112											
113											
114											
115					ENDING FUND BALANCE		1,465,384	(292,400)	1,172,984	(51,000)	1,121,984

Per FY 05 Year End  
Closing Report