

**LOUDON COUNTY COMMISSION**  
**REGULAR MEETING**  
**October 03, 2005**

- |      |  |   |
|------|--|---|
| (1)  | Public Hearing   |   |
| (2)  | Opening Of Meeting   |   |
| (3)  | Roll Call  |   |
| (4)  | Agenda Adopted   |   |
| (5)  | Minutes for September 12 & 26, 2005 Approved                 |   |
| (6)  | Comments: Agenda Items                                       |   |
| (7)  | Smallen Road Request Denied                                  |   |
| (8)  | Unitia Bridge Signing Approved                               |   |
| (9)  | Zoning Regulations Study Committee Amendment Adopted         |   |
| (10) | Zoning Regulations Study Committee Resolution Adopted        | <u>Resolution 100305-A</u>                    |
| (11) | Malibu Lease Agreements Approved                             | <u>Exhibit B</u>                              |
| (12) | Archaeological Survey Resolution Adopted                     | <u>Resolution 100305-C</u>                    |
| (13) | Building Codes Resolution Adopted                            | <u>Resolution 100305-D</u>                    |
| (14) | Steekee Road Rezoning Resolution Adopted                     | <u>Resolution 100305-E</u>                    |
| (15) | Highway 70 East Rezoning Resolution Adopted                  | <u>Resolution 100305-F</u>                    |
| (16) | Watt Cemetery Road Rezoning Resolution Adopted               | <u>Resolution 100305-G</u>                    |
| (17) | Steekee Road Rezoning Resolution Adopted                     | <u>Resolution 100305-H</u>                    |
| (18) | Highway 70 West Rezoning Resolution Adopted                  | <u>Resolution 100305-I</u>                    |
| (19) | County Clerk Wampler Request                                 |   |
| (20) | Budget Amendments For County General Fund 101 Approved       | <u>Exhibits J – P</u>                         |
| (21) | Budget Amendments For Recycling Center Fund Approved         | <u>Exhibit Q</u>                              |
| (22) | Budget Amendments For General Purpose School Fund Approved   | <u>Exhibit R</u>                              |
| (23) | Budget Amendments For Federal Drug Seizures Fund Approved    | <u>Exhibit S</u>                              |
| (24) | Law Enforcement Grant Approved                               | <u>Exhibit T</u>                              |
| (25) | Board of Education Bond and Loan Program Resolutions Adopted | <u>Resolutions</u><br><u>100305-U &amp; V</u> |
| (26) | Metro Narcotics Fund Activity Ceased                         |   |
| (27) | Cable TV Budget Reduced To \$1 Per Subscriber                |   |
| (28) | E-911 Salary Agreement Approved                              | <u>Exhibit W</u>                              |
| (29) | KLCB Approved To Receive Education Portion of Litter Grant   |   |
| (30) | Gasoline/Fuel Contracts Approved                             |   |
| (31) | Air Quality Task Force Extended                              |   |
| (32) | Tellico Village TDOT Application Approved                    |   |
| (33) | Bonds & Notaries Approved                                    |   |
| (34) | Attorney Report  |   |
| (35) | Comments: Non-Agenda Items                                   |   |
| (36) | Adjournment  |   |

**LOUDON COUNTY COMMISSION  
STATE OF TENNESSEE  
COUNTY OF LOUDON  
October 03, 2005  
6:00 PM**

**PUBLIC HEARING**

**(1)  
Public  
Hearing**

1. Request consideration of rezoning approximately 7.5 acres of property located on Highway 70 East, from O-1, Office-Professional District, to C-2, General Commercial District, referenced by Tax Map 7, part of Parcel 81.00, 5<sup>th</sup> Legislative District.  
**No one** came forward to speak.
2. Request consideration of rezoning approximately 23 acres of property located on Watt Cemetery Road, from A-2, Rural Residential District, to R-1, Suburban Residential District, referenced by Tax Map 50, Parcel 235.00, 7<sup>th</sup> Legislative District.  
**No one** came forward to speak.
3. Request consideration of rezoning approximately .50 (½) acre of property located on Steekee Road, from R-1, Suburban Residential District, to C-1, Rural Center District, referenced by Tax Map 57, Parcel 289.00, 4<sup>th</sup> Legislative District.  
**No one** came forward to speak.
4. Request consideration of rezoning approximately 19.79 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 for 2.0 units per acre, referenced by Tax Map 9, Parcel 150.00 and Tax Map 9-0, Parcels 1.00, 2.00, 3.00, 7.00, 39.00, 40.00, 41.00, 42.00 and 43.00, 5<sup>th</sup> Legislative District.  
**Richard Eisenbach**, applicant, came forward to speak in favor of this rezoning 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 3<sup>rd</sup> day of October, 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 **Edward Headlee** 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 October 03, 2005 agenda be adopted.  
**Mayor Miller** requested that "Acceptance of Meth Grant and corresponding budget amendments" be added to the agenda.  
**Attorney Sproul** noted that executive session will be held upon arrival of Attorney Bud Gilbert.  
A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Meers** to adopt agenda with requested additions.  
Upon voice vote the motion **Passed** unanimously.

(5)  
Minutes for  
September  
12 & 26, 2005  
Approved

**Chairman Bledsoe** requested that the September 12 & 26, 2005 County Commission Meeting minutes be approved and accepted.

**Commissioner Shaver** requested that a more definitive explanation be given for Item 13, "Hickory Creek Rezoning" of the September 12 minutes and that committee members' names be listed in minutes of September 26 minutes for Item 3, "Sheriff's Merit Services Board Approved".

A motion was made by **Commissioner Shaver** with a second by **Commissioner Maples** to adopt minutes with requested changes.

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.

**Barbara Rothrock, Loudon County resident; John Marius, Loudon County resident; Greg Reynolds, President Loudon County Home Builders Association; Karen Shell, local realtor; Jim Farley, local insurance agent; Teresa Ward-Keenan, Loudon County Chamber of Commerce; and Winston Blazer, Tellico Village Property Owner's Association,** came forward to speak in favor of Item 6C1, "Consideration of adopting a resolution to adopt the 1999 Standard Building Code, 1997 Standard Plumbing Code, 1997 Standard Mechanical Code and 2002 North Carolina Accessibility Code with 2004 amendments for Loudon County, Tennessee, pursuant To Tennessee Code Annotated, Sections 5-20-101 through 5-20-103".

**Pat Hunter, Clean Air Friends Clean Air Kids,** came forward to state concerns regarding Item 6G1, "Consideration of extending term of the Loudon County Air Quality Task Force".

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

(7)  
Smallen  
Road  
Request  
Denied

1. Consideration of request from Loudon County Board of Education to make Smallen Road a one-way road.

A motion was made by **Commissioner Marcus** with a second by **Commissioner Meers** to deny this request.

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

(8)  
Unitia Bridge  
Signing  
Approved

2. Consideration of authorizing County Mayor, Purchasing Director and/or Road Superintendent to sign documents for new bridge on Unitia Road.

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

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).**

(9)  
Zoning  
Regulations  
Study  
Committee  
Amendment  
Adopted

3. Consideration of adopting a resolution appointing members (*Commissioners Marcus, Jenkins, Bledsoe, Franke, two (2) Planning Commission members and Russ Newman as ex-officio*) to the Loudon County Ad-hoc Zoning Regulations Study Committee.

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

A motion was made by **Commissioner Jenkins** with a second by **Commissioner Meers** to amend the motion by adding the following: "Be It Further Resolved that to guide the committee in its deliberations, the committee shall select an independent facilitator/technical advisor from the State of Tennessee Planning Office or from the UT County Technical Assistance Service, whose services may be provided to the county free of charge".

Upon roll call vote the following Commissioners voted **Aye** to the amendment: **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).**

Upon roll call vote the following Commissioners voted **Aye** to the motion as amended: **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 100305-A**

(10)  
Zoning  
Regulations  
Study  
Committee  
Resolution  
Adopted

(11)  
Malibu Lease  
Agreements  
Approved

**Pat Phillips, Loudon County Economic Development Agency**, requested discussion and possible action on the following items:

1. Consideration of authorizing County Mayor to sign lease agreement and access easement in Sugarlimb Industrial Park with Malibu Boats West, Incorporated.

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Harold** to accept this request.

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 B**

(12)  
Archaeo-  
logical  
Survey  
Resolution  
Adopted

2. Consideration of adopting a resolution authorizing the use of Blair Bend/Sugarlimb funds for a Phase I Archaeological Survey in Sugarlimb Industrial Park.

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Harold** to adopt this resolution.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Bledsoe, Duff, Harold and Miller: (9)**.

The following Commissioners voted **Nay: Shaver: (1)**.

Thereupon the Chairman announced the motion **Passed: (9-1)**.

**Resolution 100305-C**

(13)  
Building  
Codes  
Resolution  
Adopted

**Bill Cox, Loudon County Building Commissioner**, requested consideration of adopting a resolution to adopt the 1999 Standard Building Code, 1997 Standard Plumbing Code, 1997 Standard Mechanical Code and 2002 North Carolina Accessibility Code with 2004 amendments for Loudon County, Tennessee, pursuant to Tennessee Code Annotated, Sections 5-20-101 through 5-20-103.

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

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Jenkins, Maples, Franke, Duff, Harold and Miller: (8)**.

The following Commissioners voted **Nay: Bledsoe and Shaver: (2)**.

Thereupon the Chairman announced the motion **Passed: (8-2)**.

**Resolution 100305-D**

(14)  
Steekee Road  
Rezoning  
Resolution  
Adopted

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

1. Request consideration of rezoning approximately 1 acre of property located on Steekee Road, from A-2, Rural Residential District, to C-1, Rural Center District, referenced by Tax Map 57, part of Parcel 279.00, 4<sup>th</sup> Legislative District.

**Chairman Bledsoe** gave chair to **Chair Pro Tempore Maples**.

A **motion** was made by **Commissioner Bledsoe** with a second by **Commissioner Shaver** to adopt this resolution.

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

**Resolution 100305-E**

(15)  
Highway 70  
East  
Rezoning  
Resolution  
Adopted

2. Request consideration of rezoning approximately 7.5 acres of property located on Highway 70 East, from O-1, Office-Professional District, to C-2, General Commercial District, referenced by Tax Map 7, part of Parcel 81.00, 5<sup>th</sup> Legislative District.

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 100305-F**

(16)  
Watt  
Cemetery  
Road  
Rezoning  
Resolution  
Adopted

3. Request consideration of rezoning approximately 23 acres of property located on Watt Cemetery Road, from A-2, Rural Residential District, to R-1, Suburban Residential District, referenced by Tax Map 50, Parcel 235.00, 7<sup>th</sup> Legislative District

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

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

**Resolution 100305-G**

(17)  
Steekee Road  
Rezoning  
Resolution  
Adopted

4. Request consideration of rezoning approximately .50 (1/2) acre of property located on Steekee Road, from R-1, Suburban Residential District, to C-1, Rural Center District, referenced by Tax Map 57, Parcel 289.00, 4<sup>th</sup> Legislative District.

**Chairman Bledsoe** gave chair to **Chair Pro Tempore Maples**.

A **motion** was made by **Commissioner Bledsoe** with a second by **Commissioner Shaver** to adopt this resolution.

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

**Resolution 100305-H**

(18)  
Highway 70  
West  
Rezoning  
Resolution  
Adopted

5. Request consideration of rezoning approximately 19.79 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 for 2.0 units per acre, referenced by Tax Map 9, Parcel 150.00 and Tax Map 9-O, Parcels 1.00, 2.00, 3.00, 7.00, 39.00, 40.00, 41.00, 42.00 and 43.00, 5<sup>th</sup> Legislative District.

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Duff** to adopt this resolution, at 2.2 units per acre, contingent upon Mr. Eisenbach purchasing the property.

**Resolution 100305-I**

(19)  
County  
Clerk  
Wampler  
Request

**Riley Wampler, Loudon County Clerk**, came forward to request that the Letter of Agreement (Salary Agreement) he submitted be reconsidered by the entire commission. (*Letter of Agreement was not recommended by the Budget Committee.*)

**Chairman Bledsoe** called for Executive Session at 7:30 pm.

Commission returned from Executive Session at 8:20 pm.

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

(20)  
Budget  
Amendments  
For County  
General  
Fund 101  
Approved

1. Consideration of budget amendments to County General Fund 101.

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Franke** to accept budget amendments to account numbers 43100-43190 and 4410-44520 (Revenues).

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 J**

A **motion** was made by **Commissioner Franke** with a second by **Commissioner Marcus** to accept budget amendments to account number 51300-718 (County Mayor – Vehicles).

Upon roll call vote the following Commissioners voted **Aye: Marcus, Maples, Franke, Bledsoe, Duff, Harold and Miller: (7)**.

The following Commissioners voted **Nay: Meers, Jenkins and Shaver: (3)**.

Thereupon the Chairman announced the motion **Passed: (7-3)**.

**Exhibit K**

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Miller** to accept budget amendments to account numbers 51500-399 and 51800-399 (Election Commission and Plant Maintenance and Operations – Other Contracted Services).

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 L**

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Franke** to accept budget amendments to account numbers 51720-161 (Planning and Community Development – Staff Wages), 201 (Social Security), 204 (State Retirement), 212 (Employer Medicare); 56500-162 (Libraries – Wages), 169 (Part-time Personnel), 168 (Temp Personnel), 201 (Social Security), 204 (TCRS), 212 (Employee Medicare & Ins.), 316 (Contribution); and 57100-309 (Agriculture and Natural Resources – Contracts w/ Government Agencies).

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**

A **motion** was made by **Commissioner Miller** with a second by **Commissioner Meers** to accept budget amendments to account numbers 54900-148 (Communication/E-911 – Dispatchers), 169 (Part-time Personnel), 201 (Social Security), 204 (State Retirement), 212 (Employer Medicare), 399 (Other Contracted Services).

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 N**

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Meers** to accept budget amendments to account numbers 55120-338 (Animal Control – Maintenance).

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 O**

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Meers** to accept budget amendments to account numbers 52400-162 (Trustee’s Department – Clerical Personnel), 169 (Part-time Personnel), 201 (Social Security), 204 (State Retirement), 212 (Employer Medicare); 53100-162 (Circuit Court Clerk – Clerical Personnel), 201 (Social Security), 212 (Employer Medicare); and 53300-162 (General Sessions Court – Clerical Personnel), 201 (Social Security), 204 (State Retirement), 212 (Employer Medicare).

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 P**

(21)  
Budget  
Amendments  
For  
Recycling  
Center Fund  
Approved

2. Consideration of approving budget amendments to Recycling Center Fund 116.

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Franke** to accept 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 Q**

(22)  
Budget  
Amendments  
For General  
Purpose  
School Fund  
Approved

3. Consideration of approving budget amendments to General Purpose School Fund 141.

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Meers** to accept 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 R**

(23)  
Budget  
Amendments  
For Federal  
Drug  
Seizures  
Fund  
Approved

4. Consideration of approving budget amendments to the Federal Drug Seizures Fund 128.

A **motion** was made by **Commissioner Franke** with a second by **Commissioner Harold** to accept 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 S**

(24)  
Law  
Enforcement  
Grant  
Approved

5. Consideration of approving Law Enforcement Grant.

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Jenkins** to accept this grant.

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 T**

(25)  
Board of  
Education  
Bond and  
Loan  
Program  
Resolutions  
Adopted

6. Consideration of Board of Education request to recommend adopting a resolution regarding participation in the Qualified Zone Academy Bond and a resolution regarding participation in the Local Government Energy Efficiency Loan Program administered by the Tennessee Department of Economic and Community Development.

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Shaver** to adopt these resolutions.

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 100305-U & V**

(26)  
Metro  
Narcotics  
Fund  
Activity  
Ceased

7. Consideration of recommendation to cease all activity in Metro Narcotics Fund 363, effective July 01, 2005.

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Franke** to accept this recommendation.

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).**

(27)  
Cable TV  
Budget  
Reduced To  
\$1 Per  
Subscriber

8. Consideration of recommendation to reduce county's portion of funding in the Cable Television Authority budget to one dollar (\$1.00) per subscriber, with the portion of funding dedicated to the public access channel remaining unchanged. *Upon approval of recommendation, the Cable Television Authority will be asked to resubmit a budget for FY 2005 - 2006, and reductions will begin the date of Commission approval of the revised budget.*

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Jenkins** to accept this recommendation.

A **motion** was made by **Commissioner Jenkins** with a second by **Commissioner Franke** to amend the motion by citing the following provision, "*In the event that the two cities follow the county's lead and reduce funding for the Cable Television Authority to one dollar (\$1.00) per subscriber, the county will provide an additional five thousand dollars (\$5,000.00) this year to fund any expanded activities or services of the Community Cable Television Channel*".

Upon roll call vote the following Commissioners voted **Aye** to the amendment: **Marcus, Jenkins, Maples, Franke, Bledsoe, Duff, Shaver, Harold and Miller: (9).**

The following Commissioners voted **Nay: Meers: (1).**

Thereupon the Chairman announced the motion **Passed: (9-1).**

Upon roll call vote the following Commissioners voted **Aye** to the motion as amended: **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).**

(28)  
E-911 Salary  
Agreement  
Approved

9. Consideration of recommendation to accept agreement with E-911 to fund salaries of new employees with grant funds.

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Franke** to approve this agreement.

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 W**

(29)  
KLCB  
Approved To  
Receive  
Education  
Portion of  
Litter Grant

10. Consideration of recommendation to enter into an agreement with Keep Loudon County Beautiful, Inc. to fulfill the education portion of the Litter Grant.

A **motion** was made by **Commissioner Shaver** with a second by **Commissioner Maples** to approve this agreement.

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).**

(30)  
Gasoline/  
Fuel  
Contracts  
Approved

Leo Bradshaw, Loudon County Director of Purchasing and Maintenance, requested consideration of authorizing signature for multi-year gasoline and fuel contract.

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

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).

(31)  
Air Quality  
Task Force  
Extended

Commissioner Miller requested discussion and possible action on the following items:

1. Consideration of extending term of the Loudon County Air Quality Task Force for twenty-four (24) months and replacing at-large member, Laird Willson, with Mike Crosby.

A motion was made by Commissioner Miller with a second by Commissioner Harold to accept these recommendations.

Upon voice vote the motion Passed unanimously.

(32)  
Tellico  
Village  
TDOT  
Application  
Approved

2. Consideration of applying for TDOT Safety Grant for signal light in Tellico Village.

A motion was made by Commissioner Miller with a second by Commissioner Marcus to accept this recommendation.

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).

(33)  
Bonds &  
Notaries  
Approved

A motion was made by Commissioner Meers with a second by Commissioner Shaver to approve notaries for Mark Stephen Gilstrap, Cindee Rene Watson, Karen P. Hawkins, Ellen Darlene Williford, Rebecca L. Hall, B. Kay Arp, Lisa Ann Jones, Marcia Sheppard, William Engle and Melissa G. Collins.

Upon voice vote the motion Passed unanimously.

(34)  
Attorney  
Report

Loudon County Attorney Harvey Sproul reported that the three (3) utility agencies met in regards to the Hotchkiss Valley water system, and they have agreed on service areas and are applying for loans.

(35)  
Comments:  
Non-Agenda  
Items

Chairman Bledsoe asked for any visitor wishing to address the Commission regarding items not on the agenda.

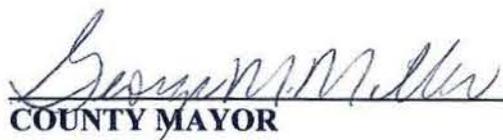
No one came forward to speak.

(36)  
Adjournment

There being no further business, a motion being duly made and seconded, the October 03, 2005 meeting stood adjourned at 9:54 p.m.

  
CHAIRMAN

ATTEST:  
  
COUNTY CLERK

  
COUNTY MAYOR

**LOUDON COUNTY COMMISSION**

**RESOLUTION 100305-A**

**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*, appointments are necessary and/or desirable at this time; and

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

**LOUDON COUNTY AD-HOC  
ZONING REGULATIONS STUDY COMMITTEE**

**Appointee**

**Nancy Marcus, Commissioner**

**Chuck Jenkins, Commissioner**

**Roy Bledsoe, Commissioner**

**Bob Franke, Commissioner**

**Member, Loudon County Planning Commission**

**Member, Loudon County Planning Commission**

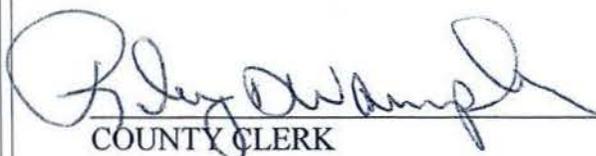
**Russ Newman, Ex-officio**

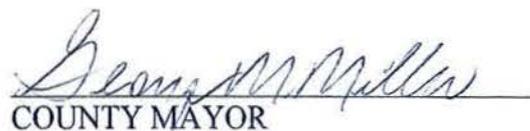
*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission, meeting in regular session assembled this 3<sup>rd</sup> day of October, 2005, hereby approves or acknowledges (as appropriate), the said appointments.

*BE IT FURTHER RESOLVED* that to guide the committee in its deliberations, the committee shall select an independent facilitator/technical advisor from the State of Tennessee Planning Office or from the UT County Technical Assistance Service, whose services may be provided to the county free of charge.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR

05030192

9 PGS : AL - LEASE	
TRACIE BATCH: 30795	
11/16/2005 - 11:59:25 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, LOUDON COUNTY

**TRACIE LITTLETON**  
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:  
Harvey L. Sproul, Attorney  
205 East Broadway  
Lenoir City, Tennessee 37771  
Phone: (865) 986-8054

LEASE AGREEMENT

**THIS INDENTURE** of lease made and entered into this 1<sup>st</sup> day of November, 2005, by and between **LOUDON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, and the **CITY OF LOUDON, TENNESSEE**, a municipal subdivision of the State of Tennessee, Parties of the First Part (hereinafter referred to as **LESSORS**), and **MALIBU BOATS WEST, INCORPORATED**, a Tennessee corporation, with its principal office and place of business in Loudon, Tennessee, Party of the Second Part (hereinafter referred to as **LESSEE**);

WITNESSETH

**WHEREAS**, Lessee herein does hereby lease real property described as follows:

**LOCATED** in the First Civil District of Loudon County in the Sugarlimb Industrial Park adjacent to the present premises owned by Malibu Boats, and being more particularly described as follows:

Areas #2 and #3 as shown on a survey entitled "New Mold & Dry Storage Facility" (Malibu Boats), prepared by C2RL, Inc. Engineers dated July 12, 2004 (Job No. 5202), as prepared by Christopher J. Soro, TRLS #17672, a copy of which map is attached to this lease agreement as Exhibit 1, and incorporated within this agreement. Also included herein is Area #1, but conditioned, however, as provided herein.

**WHEREAS**, Lessee is in great need of expansion, and the area in which it may expand is limited, with Lessors desiring to accommodate Lessee to the extent possible, but being limited by a Tennessee Valley Authority (TVA) flowage easement and archaeological resources related to the site; and

**WHEREAS**, a Warranty Deed, Lease, and Easement Agreement providing for the expansion, and related documents, are being executed contemporaneously, accomplishing arrangements and setting forth the terms and conditions of the overall agreement; and

**WHEREAS**, on the aforementioned survey, there are areas indicated as Area #2, Area #3, Area #4 (already under a separate agreement), and Area #1, provisions and conditions for which are included in this lease agreement; and

**WHEREAS**, Area #2 is an area over which Lessee, by previous arrangements has taken possession and control, and has paved and fenced it, with it being subject to and a part of the TVA Flowage Easement (the said Area #2 being south of and contiguous with what is

designated as Area #4, and being fenced and located on an elevated area down behind Lessee's real property (the said Area #4 being a recently paved driveway being further described as connecting from Kimberly Way westwardly to the boat launching ramp on the Tennessee River, which driveway is for the purpose of launching boats for testing purposes, etc.; and

**WHEREAS**, Area #2 also is a paved strip connecting to the Area #4 paved driveway, said Area #2 has an approximate 100 foot "mouth" at its connection to the Area #4 driveway, with the entrance driveway "narrowing" from the mouth and averaging 75-100 feet in depth, and with the Area #4 itself being a strip of "storage" area with a general average width of approximately 175 feet and extending in a generally southerly direction (slight dogleg left) approximately 545 feet to the terminus of the "cul-de-sac"; and

**WHEREAS**, Area #3 is a rectangular parcel presently in a vegetative state, contiguous (to Area #2) in the flood zone bordering on Watts Bar lake, which joins with and is contiguous with Area #2, the said Area #3 extending contiguous to the west boundary of Area #2 an average of approximately 305 feet deep along the Tennessee River, and being an average of approximately 160 feet wide; and

**WHEREAS**, Areas #2 and #3 comprise the "premises" for this lease; and

**WHEREAS**, Area #1 is an area planned to be a recreational soccer field for the City of Loudon, located between the access easement (Area #4) on the south and the property of Kimberly-Clark on the north, the said area having dimensions of approximately 380 feet in length and approximately 230 feet in width.

**NOW, THEREFORE**, the parties agree as follows:

1. Duration: The term and duration of this lease shall be for a time period commencing on the 1st day of April, 2005, and continuing for a period of fifteen (15) years, with automatic one (1) year renewals thereafter, unless sooner terminated, in accordance with the lease. Either party may give notice of termination of the lease for any reason one hundred twenty (120) days prior to the end of any term.

2. Rent: The Lessee shall pay and the Lessors shall accept for rental of the Premises the annual sum of Three Thousand Dollars (\$3,000.00), payable annually, in advance. Rental payment shall be waived during the duration of the lease upon completion of activities relating to the construction of a soccer field and improvements noted in item #3 below by Lessee.

3. Use: Lessee agrees that Areas #1 and #2, which are subject to the TVA flowage easement, shall be used for the open storage of company products. Lessee is strictly prohibited from locating permanent or temporary structures on the property, and is further prohibited from grading or disturbing the terrain other than for general maintenance purposes, unless previously approved by Lessors and TVA.

Area #1 is planned as a soccer field which will continue to be owned by Lessors, but which is to be constructed by Lessee in accordance with the plans and specifications shown on Exhibit 1 herein, which shall include a concessions building, including bathrooms and storage areas (again, which are included on the aforesaid plans for Area #1). The use of the property for a soccer field is conditioned and subject to agreement being obtained from the Tennessee Valley Authority. If approved by TVA, the field is to be constructed by Lessee within one (1) year from the time of notice from Lessors that TVA approval has been rendered, with the entire project to be completed within three (3) years, in phases by Lessee as necessary.

In this regard, a Phase I archaeological study is to be prepared by Lessors, and if a decision is made by TVA that a Phase II study is required, then Lessors, at their option, may abandon this project as being too expensive. If Lessors fail to obtain authorization to construct said recreational facility, Lessors' responsibility under this lease pertaining to construction of the soccer field is terminated. However, if final approval is obtained from TVA, then upon notice to Lessee, construction is to be started within a reasonable time, and primary construction of the field is to be completed within one (1) year.

4. Condition: Lessee acknowledges that it has fully inspected said premises prior to the execution of this lease and accepts same in their present state of repair and condition.

5. Maintenance and Repairs: All maintenance and repairs needed in or on the premises during the term of this lease or the renewal term shall be the obligation of the Lessee.

6. Assignment or Subletting: Lessee will not assign this lease or sublet the premises, in whole or in part, without first obtaining the written consent of Lessors, and providing further, in the event of assignment or subletting, Lessee shall not thereby be relieved of its obligations as contained herein.

7. Taxes, Maintenance, Repair and Replacements: Lessee, at no expense to Lessors, will keep the premises in good order and condition and shall promptly make all necessary and appropriate repairs and replacements, ordinary or extraordinary, foreseen or unforeseen.

Lessee will not do or permit any act or thing which might materially impair the condition of the premises or any part thereof, or commit or permit any waste on the premises or any part thereof. Lessee shall also pay and be responsible for all charges and assessments and any other governmental public utility charges that may or could be assessed or charged against the premises during the term of this lease. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, maintenance, renovation, and management of the premises. This paragraph is subject to any contrary provisions that may be contained in this agreement.

8. Insurance: Lessee shall, at its own cost and expense, maintain throughout the term of this lease, public liability insurance covering the premises, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) for one person and One Million Dollars (\$1,000,000.00) for two or more persons in any one accident or occurrence for bodily injury or death and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage. Property insurance policies shall include the Lessors as loss payees with the Lessee as their interests may appear, and the liability policy shall include the Lessors as additional insureds with the Lessee. Lessee shall promptly furnish to Lessors duplicate originals of all such insurance policies maintained on a current basis during the term of the lease.

9. Indemnification: Lessee covenants and agrees with the Lessors that during the entire term of this lease, the Lessee will indemnify and save harmless the Lessors against any and all claims, debts, demands or obligations which may be made against it, or against its title in the premises, notwithstanding that joint or concurrent liability may be imposed upon it by statute, ordinance or any governmental enactment of authority, arising by reason of the use of the premises, notwithstanding that joint or concurrent liability may be imposed upon it by statute, ordinance or any governmental enactment of authority, arising by reason of the use of the premises with the Lessee's permission, including the Lessee's employees, invitees, licensees, agents and customers, occurring in or in connection with the premises; and if it becomes necessary for the Lessors to defend any action seeking to impose such liability, the Lessee will pay all costs of court and attorney's fees reasonably incurred by Lessors in effecting such defense, in addition to any other sums which Lessors may be called upon to pay by reason of the entry of a judgment against the Lessors in the litigation in which such claim is asserted. Nothing herein contained shall be construed to authorize the Lessee to incur any debt or obligations binding on the Lessors or Lessors' title or estate to the premises.

10. Default: If the rent payable to Lessors herein, or any part thereof, shall at any time be in arrears or unpaid for more than thirty (30) days, or if the Lessee shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the part of Lessee to be kept and performed, and shall fail to promptly begin and expeditiously proceed to correct such failure for thirty (30) days after notice of such default has been given to Lessee by Lessors in writing, it shall be lawful for Lessors to again enter the premises and have, repossess and enjoy the same as if this lease had not been made, and thereupon all rights of Lessee under this lease shall cease and be void, without prejudice, however, to the right of Lessors to recover from Lessee all rent and/or damage occasioned and due up to the time of such repossession and thereafter during the remainder of the term of this lease. Lessors shall have the option but not the obligation to relet the premises.

11. Covenants of Lessors: Lessors represent and covenant that they have the full right and authority to execute this lease for the term thereof and upon the conditions herein stated, and that for so long as Lessee keeps and performs all of its obligations to be performed, it shall have quiet, peaceful, undisturbed and continuous possession of the premises for the term of this lease. This covenant of Lessors shall not extend to any interruption of Lessee's possession or use occasioned by the failure of Lessee to comply with the provisions of any law, ordinance, regulation or regulations of any governmental authority or authorities having jurisdiction over the premises or Lessee's use thereof.

12. Right of Entry: Lessors or their duly authorized representatives shall have the right to enter upon the premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised so as not to interfere with the Lessee and the conduct of the Lessee's business on the premises.

13. Amendments: This lease may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

14. Entire Agreement: This Agreement constitutes the entire agreement of the parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their understandings, provided that, should any single provision or

provisions of the agreement be declared invalid, the validity of the remaining provisions shall not be impaired.

15. Bankruptcy: It is agreed and understood that an adjudication by a Court of Bankruptcy that Lessee is bankruptcy or an adjudication by a Court of Equity that Lessee is insolvent, resulting in the appointment of a permanent receiver for Lessee's business, shall be deemed a breach of this lease, and thereupon ipso facto and without entry or other action by Lessors, this lease shall become and be terminated and notwithstanding any other provisions of this lease, Lessors shall forthwith upon such termination be entitled to recover damages for such breach in an amount equal to the amount of rent reserved under this lease for the residue of said term.

16. After Expiration of Lease: Should Lessee continue to occupy said premises after the expiration of the term or renewal term of this lease, such tenancy shall be at the will and pleasure of Lessors only and not a tenancy from term to term or from year to year.

17. Notices: Whenever either party desires to give notice to the other, including change of address, it shall be considered as legally given if sent by registered or certified mail in the case of Lessors to:

Loudon County  
100 River Road, Box 109  
Loudon, Tennessee 37774

City of Loudon  
P.O. Box 189  
Loudon, Tennessee 37774

and in the case of Lessee to:

Malibu Boats West, Incorporated  
5075 Kimberly Way  
Loudon, Tennessee 37774

subject to change by the respective parties upon written notice as herein specified.

The terms, provisions, limitations and restrictions herein contained shall be binding not only upon Lessors and Lessee, but upon their respective successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

LOUDON COUNTY, TENNESSEE

BY: George M. Miller  
Title: County Mayor

CITY OF LOUDON

BY: Bernie R. Swiney  
Title: Mayor

MALIBU BOATS WEST, INCORPORATED

BY: [Signature]  
Title: Vice-President

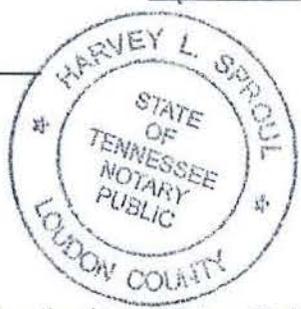
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **GEORGE M. MILLER**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **County Mayor of Loudon County, Tennessee**, the within named bargainer, a political subdivision of the State of Tennessee, and that he as such **County Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as **County Mayor**.

Witness my hand and seal, at office in Loudon, Tennessee, this 4<sup>th</sup> day of Nov., 2005.

Harvey L. Sprout  
Notary Public

My commission expires: 8/6/08



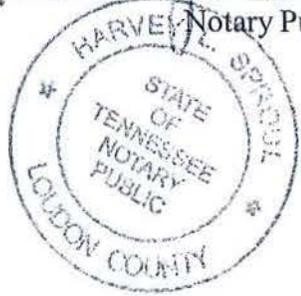
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **BERNIE R. SWINEY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Mayor of the City of Loudon Tennessee**, the within named bargainer, a municipal corporation of the State of Tennessee, and that he as such **Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as **Mayor**.

Witness my hand and seal, at office in Loudon, Tennessee, this 4<sup>th</sup> day of Nov., 2005.

Harvey L. Sprout  
Notary Public

My commission expires: 8/6/08



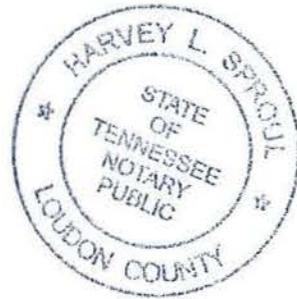
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

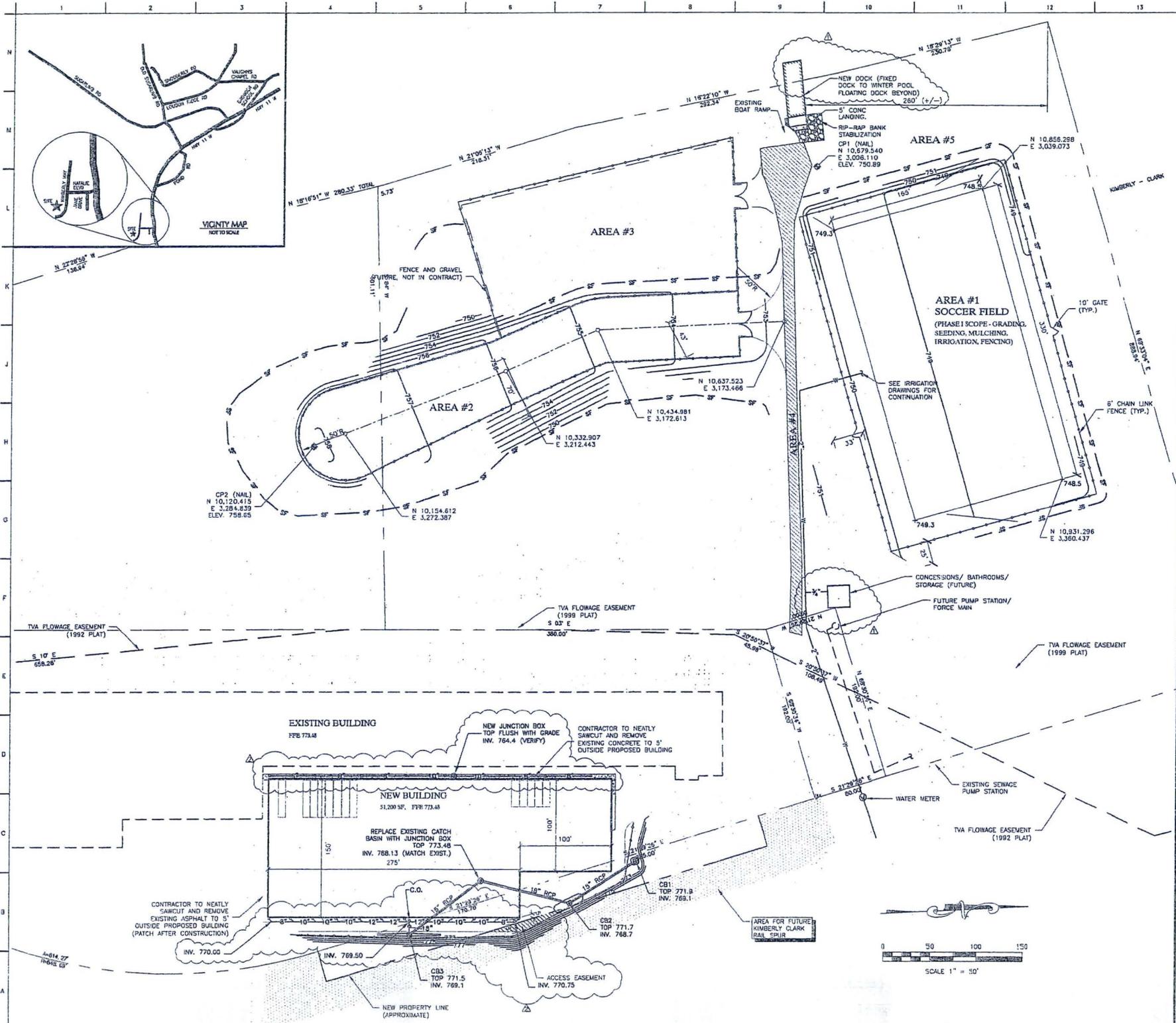
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **JOHN SISSON**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Vice-President** of **MALIBU BOATS WEST, INCORPORATED**, the within named bargainer, a corporation, and that he as such **Vice-President** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **Vice-President**.

Witness my hand and seal, at office in London, Tennessee, this 4<sup>th</sup> day of Nov., 2005.

Harvey L. Sprout  
Notary Public

My commission expires: 8/6/08





**LEGEND**

- PROPERTY LINE
- SETBACK LINE
- TVA FLOWAGE EASEMENT (1992 PLAT)
- TVA FLOWAGE EASEMENT (1999 PLAT)
- EXISTING CATCH BASIN
- EXISTING STORM LINE
- EXISTING HEADWALL
- EXISTING FENCE
- EXISTING CONTOUR
- NEW STORM LINE
- NEW STORM CLEANOUT
- NEW FENCE (411)
- TEMPORARY SILT FENCE (41)
- NEW GRAVEL (FUTURE, NOT IN CONTRACT)
- NEW ASPHALT PAVEMENT (HS 31)
- PAVEMENT OVERLAY (HA 31)

**GENERAL NOTES**

1. ELEVATIONS BASED ON WATER SURFACE ELEVATION OF 739.90 (4/29/04).
  2. LOCATION OF THE EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT. FOR UNDERGROUND UTILITY LOCATION CALL 1-800-351-1111.
  3. DISTURBED AREA TOTAL: 5.42 ACRES.
  4. PROPERTY IN DEED BOOK 182 PAGE 400
- OWNER: MALIBU BOATS  
5075 KIMBERLY WAY  
LOUDDON, TN 37774  
(865) 458-5478
- LOUDDON UTILITIES - NATURAL GAS, WATER, SEWER  
BERRY (BUCK) KIRKLAND - (865) 456-7564
- LOUDDON UTILITIES - ELECTRIC  
BOB LATOUR - (865) 458-7563  
BILL WATKINS

**EROSION CONTROL NOTES**

1. THE PURPOSE OF THIS EROSION CONTROL PLAN IS TO PREVENT SILTATION AND OTHER POLLUTANTS, DUE TO CONSTRUCTION, FROM ENTERING AREA CREEKS, PERMANENTLY AND SEASONALLY FLOODED WETLANDS, AS WELL AS ADJACENT STREAMS AND PROPERTY.
2. CLEARING AND GRUBBING IS TO BE HELD TO THE MINIMUM AREA NECESSARY TO ACCOMMODATE SLOPES. UNNECESSARY CANOPY REMOVAL (TREES, SHRUBS, ETC.) IS PROHIBITED.
3. MAINTAIN ALL GROUND COVER WHENEVER POSSIBLE AND LEAVE ALL VEGETATION TALL UNTIL CONSTRUCTION IS COMPLETE. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT TO RECEIVE PAVING SHALL BE SEEDED AND MULCHED AS SOON AS POSSIBLE.
4. TO REDUCE SEDIMENT IN RUNOFF, EROSION CONTROL STRUCTURES SHALL BE INSTALLED PRIOR TO BEGINNING SITE GRADING.
5. EXCAVATED AREAS SHALL BE PROMPTLY STABILIZED AGAINST EROSION. SILTATION MEASURES SHALL BE IMPLEMENTED PROMPTLY TO REDUCE SEDIMENT IN RUN-OFF FROM CONSTRUCTION.
6. TO ENSURE EROSION CONTROL STRUCTURES WORK PROPERLY, IT IS IMPERATIVE THE SEDIMENT BE REMOVED; THEREFORE, "INSPECTION" AND "MAINTENANCE" OF STRUCTURES IS TO BE PERFORMED ON A REGULAR BASIS.
7. DURING SEDIMENT REMOVAL, THE CONTRACTOR SHALL TAKE CARE TO ENSURE THAT STRUCTURAL COMPONENTS OF EROSION CONTROL STRUCTURES ARE NOT DAMAGED AND THUS MADE INEFFECTIVE. IF DAMAGE DOES OCCUR, THE CONTRACTOR SHALL REPAIR THE STRUCTURES AT THE CONTRACTOR'S OWN EXPENSE.
8. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE ENGINEER. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE SEDIMENT IN RUN-OFF.
9. UPON COMPLETE REMOVAL OF SEDIMENT TRAPS, SPECIAL DITCHES, ETC., THE AREA WHERE THEY WERE CONSTRUCTED IS TO BE TOPSOILED, SEEDED, AND MULCHED.
10. STOCKPILED TOPSOIL OR FILL MATERIAL IS TO BE TREATED SO THE SEDIMENT RUN-OFF WILL NOT CONTAMINATE SURROUNDING AREAS OR ENTER NEARBY STREAMS.
11. EQUIPMENT STAGING AND MAINTENANCE AREAS SHALL BE DEVELOPED A SUFFICIENT DISTANCE FROM ANY WETLANDS TO ENSURE THAT OIL, GASOLINE AND OTHER PETROLEUM POLLUTANTS DO NOT ENTER THE WETLANDS.
12. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE STATE OF TENNESSEE EROSION CONTROL HANDBOOK.
13. PROVIDE RAIN GAUGE ON SITE AND RECORD ON DAILY LOGS EACH SUSCEPTIBLE RAINFALL EVENT.
14. CONTRACTOR SHALL COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN. A COPY OF THIS PLAN SHALL REMAIN ON SITE AT ALL TIMES DURING CONSTRUCTION.

**C2RL, INC**  
engineers

2286 North Park Blvd.,  
P.O. Box 3500  
Arling, TN 37011  
Tel: 370-1271  
Fax: 865-880-3500



NEW MOULD & DRY STORAGE FACILITY  
LOUDDON, TN

MALIBU BOATS  
LOUDDON, TN

LAYOUT, GRADING, & UTILITIES PLAN

REVISIONS:	DATE:
1. RELOCATED	10/12/04
2. CORRECTIONS	
3. REVISED DCK	
4. ROOF DRAINAGE	7/18/05



JOB NO: 5202  
DATE: 7.12.04  
DRAWN: RW  
CHECKED: CJS

C1.1

987

SM.I

05030193

5 PGS : AL - EASEMENT	
TRACIE BATCH: 30795	
11/16/2005 - 11:59:25 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, LOUDON COUNTY

TRACIE LITTLETON  
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:

Harvey L. Sproul, Attorney  
205 East Broadway  
Lenoir City, Tennessee 37771  
Phone: (865) 986-8054**GRANT OF TEMPORARY GRADING AND ACCESS EASEMENT  
TO MALIBU BOATS IN SUGAR LIMB INDUSTRIAL PARK**

**WHEREAS**, Malibu Boats West, Incorporated, desires to expand its present manufacturing facility to construct a 51,200 square foot building between its existing structures and land owned by Loudon County and the City of Loudon (which land is contiguous to the West right-of-way line of Kimberly Way, and which is a wide strip of land, bordering the present Malibu Boats property, retained by Loudon County and the City of Loudon for the purpose of providing a railroad easement to Kimberly Clark Corporation if they requested it); and

**WHEREAS**, Loudon County and the City of Loudon had previously agreed to sell a portion of the previously-reserved surplus rail spur right-of-way between Kimberly Way and the property of Malibu Boats, with the County and City retaining a 35 foot section for future expansion of a rail spur to serve Kimberly Clark Corporation, and with a deed for the land to be sold to Grantee being executed by Grantors contemporaneously to the within document; and also contemporaneously with a lease agreement concerning storage areas located between the plant building and Watts Bar Lake, to the west of the plant building; and

**WHEREAS**, the expansion also will necessitate encroachment onto the 35 foot right-of-way in accordance with a copy of plat attached to this easement agreement as Exhibit A; and

**WHEREAS**, as aforesaid, by concurrent documents, a deed to the strip of property is to be conveyed to grantee Malibu Boats upon which the new building will be built, but grading of the 35 foot retained easement by Grantors is necessary in order to allow access around the projection of the building at the northeastern edge, and that accordingly Grantors desire to allow Malibu Boats to grade out the bank in accordance with the attached Exhibit A so that Malibu may have ground access around the northeastern corner of their building, but only for so long as it is not needed for the aforementioned railway access, it being understood, however, that if it becomes necessary in the opinion of Grantors that the 35 foot retained railroad right-of-way strip has to be restored, then Grantee agrees to restore the property herein being utilized as a temporary easement to substantially the same condition as it was prior to the grading.

**NOW, THEREFORE**, in the consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, by Loudon County and the City of Loudon (Grantors), and Malibu Boats West, Incorporated (Grantee), the Grantors do hereby grant, transfer and convey to Grantee, as follows:

A temporary grading and access easement to Malibu Boats West, Incorporated, to be located within the 35 foot right-of-way as shown on the attached Exhibit A. The easement is to be temporary in nature, with the Grantee being required to abandon said easement within sixty (60) days of a written notice from Grantors indicating the Grantors' intent to use the easement. The grading of said easement shall be restricted as shown on the attached Exhibit A, it being specifically understood that no improvements of a permanent nature that could not be removed or abandoned within sixty (60) days may be made upon the easement within the 35 foot strip, it further being Grantee's responsibility to remove any such improvements upon request by Grantors; however, paving and fencing are specifically allowed.

Grantee at all times must adequately stabilize the banks of the easement, and also prevent erosion with a vegetative cover.

Grantee specifically assumes liability for injury or damage to persons or property that might result from the construction and use of said easement, and will indemnify Grantors for any litigation expenses and damages in the event Grantors are made party defendants in a suit resulting from the construction and use of said easement, including attorney fees and litigation costs.

Grantee further is granted a temporary construction easement over other portions of the 35 foot easement which may be used by Grantee in the construction of the access passageway, conditioned upon Grantee restoring the property so used during construction to its same state prior to the beginning of construction.

Grantee agrees to indemnify Grantors for any litigation expenses or damages, including attorney fees, in the event Grantors are made party defendants in a suit resulting from the construction and use of said easement.

**TO HAVE AND TO HOLD** the above-described easement with the estate, title and interest thereto, including all rights and powers therewith to Grantee, and Grantors covenant with Grantee that Grantors are lawfully seized and possessed of the underlying land in fee simple.

This grant, and the provisions herein contained, shall inure to the benefit of, and be binding upon, the parties hereto, their respective lessees, employees, agents, successors and assigns.

**IN WITNESS WHEREOF**, this instrument is executed this 4<sup>th</sup> day of November, 2005, at Loudon County, Tennessee.

GRANTORS

LOUDON COUNTY

BY: [Signature]  
County Mayor

CITY OF LOUDON

BY: [Signature]  
Mayor

GRANTEE

MALIBU BOATS WEST, INCORPORATED

BY: [Signature]  
Vice-President

STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **GEORGE M. MILLER**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **County Mayor of Loudon County, Tennessee**, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such **County Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as **County Mayor**.

4<sup>th</sup> Witness my hand and seal, at office in Loudon, Tennessee, this day of November, 2005.

Harvey L. Spraul  
Notary Public

My commission expires: 8/6/08



STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **BERNIE R. SWINEY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Mayor of the City of Loudon Tennessee**, the within named bargainor, a municipal corporation of the State of Tennessee, and that he as such **Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as **Mayor**.

4<sup>th</sup> Witness my hand and seal, at office in Loudon, Tennessee, this day of November, 2005.

Harvey L. Spraul  
Notary Public

My commission expires: 8/6/08



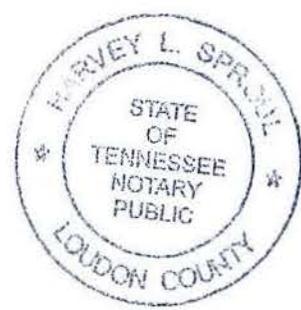
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **JOHN SISSON**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Vice-President of MALIBU BOATS WEST, INCORPORATED**, the within named bargainor, a corporation, and that he as such **Vice-President**, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **Vice-President**.

4<sup>th</sup> Witness my hand and seal, at office in Loudon, Tennessee, this day of November, 2005.

Harvey L. Spraul  
Notary Public

My commission expires: 8/6/08





Exp. A

**C2RL, INC**  
engineers

208 North Park Blvd.,  
Louisville, TN 37203  
ph. 615.380.3800 fax. 615.380.3555



**MALIBU BOATS**  
NEW MOLD & DRY STORAGE FACILITY  
LOUISVILLE, TN  
LAYOUT, GRADING, & UTILITIES PLAN

REVISIONS:	DATE:
1 - RELOCATED	10/12/04
2 - REVISED DUCK	
3 - ROOF DRAINAGE	7/18/05



JOB NO: 5202  
DATE: 7.12.04  
DRAWN: RW  
CHECKED: CJS

C1.1

SHEET NO.

**LEGEND**

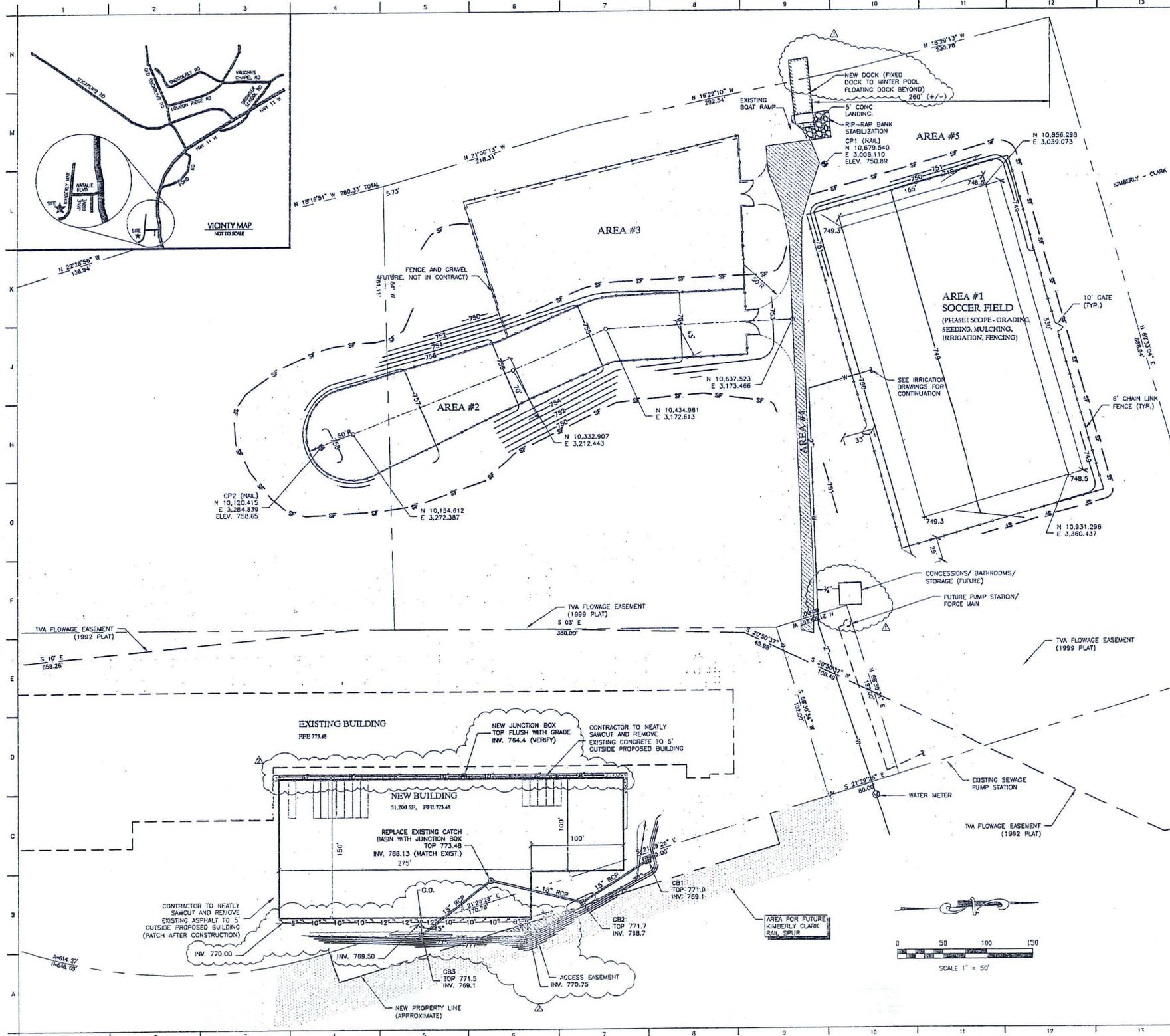
- PROPERTY LINE
- SETBACK LINE
- TVA FLOWAGE EASEMENT (1992 PLAT)
- TVA FLOWAGE EASEMENT (1999 PLAT)
- EXISTING CATCH BASIN
- EXISTING STORM LINE
- EXISTING HEADWALL
- EXISTING FENCE
- EXISTING CONTOUR
- NEW STORM LINE
- NEW STORM CLEANOUT
- NEW FENCE (K11)
- TEMPORARY SILT FENCE (H1)
- NEW GRAVEL (FUTURE, NOT IN CONTRACT)
- NEW ASPHALT PAVEMENT (A1)
- PAVEMENT OVERLAY (A2)

**GENERAL NOTES**

- ELEVATIONS BASED ON WATER SURFACE ELEVATION OF 739.90 (4/29/04).
  - LOCATION OF THE EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL, WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT. FOR UNDERGROUND UTILITY LOCATION CALL 1-800-351-1111.
  - DISTURBED AREA TOTAL: 5.42 ACRES.
  - PROPERTY IN DEED BOOK 182 PAGE 400
- OWNER: MALIBU BOATS  
5075 KIMBERLY WAY  
LOUISVILLE, TN 37274  
(865) 458-5478
- LOUISVILLE UTILITIES - NATURAL GAS, WATER, SEWER  
BERYL (BUCK) KIRKLAND - (865) 458-7564
- LOUISVILLE UTILITIES - ELECTRIC  
BOB LAYOUR - (865) 458-7565  
BILL WATKINS

**EROSION CONTROL NOTES**

- THE PURPOSE OF THIS EROSION CONTROL PLAN IS TO PREVENT SILTATION AND OTHER POLLUTANTS, DUE TO CONSTRUCTION, FROM ENTERING AREA CREEKS, PERMANENTLY AND SEASONALLY FLOODED WETLANDS, AS WELL AS ADJACENT STREAMS AND PROPERTY.
- CLEARING AND GRUBBING IS TO BE HELD TO THE MINIMUM AREA NECESSARY TO ACCOMMODATE SLOPES. UNNECESSARY CANOPY REMOVAL (TREES, SHRUBS, ETC.) IS PROHIBITED.
- MAINTAIN ALL GROUND COVER WHENEVER POSSIBLE AND LEAVE ALL VEGETATION TALL UNTIL CONSTRUCTION IS COMPLETE. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT TO RECEIVE PAVING SHALL BE SEEDED AND MULCHED AS SOON AS POSSIBLE.
- TO REDUCE SEDIMENT IN RUNOFF, EROSION CONTROL STRUCTURES SHALL BE INSTALLED PRIOR TO BEGINNING SITE GRADING.
- EXCAVATED AREAS SHALL BE PROMPTLY STABILIZED AGAINST EROSION. SILTATION MEASURES SHALL BE IMPLEMENTED PROMPTLY TO REDUCE SEDIMENT IN RUN-OFF FROM CONSTRUCTION.
- TO ENSURE EROSION CONTROL STRUCTURES WORK PROPERLY, IT IS IMPERATIVE THE SEDIMENT BE REMOVED; THEREFORE, "INSPECTION" AND "MAINTENANCE" OF STRUCTURES IS TO BE PERFORMED ON A REGULAR BASIS.
- DURING SEDIMENT REMOVAL, THE CONTRACTOR SHALL TAKE CARE TO ENSURE THAT STRUCTURAL COMPONENTS OF EROSION CONTROL STRUCTURES ARE NOT DAMAGED AND THUS MADE INEFFECTIVE. IF DAMAGE DOES OCCUR, THE CONTRACTOR SHALL REPAIR THE STRUCTURES AT THE CONTRACTOR'S OWN EXPENSE.
- SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE ENGINEER. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE SEDIMENT IN RUN-OFF.
- UPON COMPLETE REMOVAL OF SEDIMENT TRAPS, SPECIAL DITCHES, ETC., THE AREA WHERE THEY WERE CONSTRUCTED IS TO BE TOPSOILED, SEEDED, AND MULCHED.
- STOCKPILED TOPSOIL OR FILL MATERIAL IS TO BE TREATED SO THE SEDIMENT RUN-OFF WILL NOT CONTAMINATE SURROUNDING AREAS OR ENTER NEARBY STREAMS.
- EQUIPMENT STAGING AND MAINTENANCE AREAS SHALL BE DEVELOPED A SUFFICIENT DISTANCE FROM ANY WETLANDS TO ENSURE THAT OIL, GASOLINE, AND OTHER PETROLEUM POLLUTANTS DO NOT ENTER THE WETLANDS.
- THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE STATE OF TENNESSEE EROSION CONTROL HANDBOOK.
- PROVIDE RAIN GAUGE ON SITE AND RECORD ON DAILY LOGS EACH MEASURABLE RAINFALL EVENT.
- CONTRACTOR SHALL COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN. A COPY OF THIS PLAN SHALL REMAIN ON SITE AT ALL TIMES DURING CONSTRUCTION.



11/13/04, 10:00 AM - Malibu Boats, Reynolds & Reynolds, Inc., Louisville, TN

OWNER AND TAXPAYER RESPONSIBILITY:  
Malibu Boats West, Inc.  
5075 Kimberly Way  
Loudon, TN 37774

This instrument prepared by:  
HARVEY L. SPROUL, Attorney  
205 East Broadway  
Lenoir City, TN 37771  
Phone: (865) 986-8054

**WARRANTY DEED**

THIS INDENTURE, made this 1<sup>ST</sup> day of Nov., A.D., 2005, between  
**LOUDON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, and  
**the CITY OF LOUDON**, a municipal corporation of the State of Tennessee, Parties of the  
First Part, and **MALIBU BOATS WEST, INCORPORATED**, of Loudon County, Tennessee,  
Party of the Second Part;

**WITNESSETH**

That the said Parties of the First Part, for and in consideration of One Dollar (\$1.00) cash, and other good and valuable considerations not herein recited, to them in hand paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey unto the said Party of the Second Part, its successors and/or assigns forever, the following described premises, to-wit:

**LOCATED** in the First Civil District of Loudon County, Tennessee, and being a tract in the Sugar Limb Industrial Park, and being more particularly described as follows:

**BEGINNING** at a set iron rod located N 01°52'45" W 374.93 feet from the center line intersection of Natalie Drive with Kimberly Way; thence S 75°49'20" W 45.00 feet to an existing iron rod in the East property line of Malibu Boats; thence with Malibu Boats N 14°10'40" W 170.78 feet to an existing iron rod; thence continuing with Malibu Boats on the same line N 14°10'40" W 395.00 feet to an existing iron rod; thence leaving the building in a severance line N 75°49'20" E 45.00 feet to an iron rod set within the original retained railroad right-of-way; thence in a severance line with the remainder of the right-of-way S 14°10'40" E 565.78 feet to the point of BEGINNING, containing 0.58 acres, as surveyed by C2RL, Inc. Engineers, by survey done by Terry E. Romans, TRLS #2116, dated December 9, 2004.

**BEING** part of that property conveyed to the County of Loudon and City of Loudon by deed from Katharine W. Henry and Husband, Tom G. Henry, Jr., dated September 12, 1989, and of record in Deed Book 182, Page 400, in the Loudon County Register's Office.

**PROPERTY ASSESSOR'S REFERENCE:** Part of Map 33, Parcel 5  
(to be combined with Map 33, Parcel 6)

**PROPERTY ADDRESS:** 5075 Kimberly Way, Loudon, Tennessee 37774

**THIS PROPERTY IS SUBJECT** to the following setbacks and conditions: Frontyard setback is 40' from property line; rearyard setback is 25' from property line; sideyard setback is 20' from property line; and 5' for each additional story. There is a drainage, utility, and construction easement of 10 feet along all exterior lot lines and 5 feet along all interior lot lines.

This is part of 11.05 (and is to be combined with 11.06)

**THIS PROPERTY** is further subject to the following restrictions, any violation of which is subject to a suit for injunctive relief and direct and consequential damages, including reasonable attorney's fees and litigation expenses:

**RESTRICTIVE COVENANTS:**

1. Minimum Lot Size: The minimum lot size shall be determined by the applicable City of Loudon municipal zoning restrictions for the property.

2. Landscaping: All non-impervious surface areas shall be landscaped with trees, shrubs, and grass maintained in an aesthetically pleasing manner. In determining the extent of landscaping, the minimum requirements shall comply with the standards for landscaping of the Loudon Zoning Ordinance Section 11-611 or subsequent amendments. Landscape plans shall accompany all site plans submitted to the joint Loudon/Loudon County Blair Bend Committee ("Committee") for review and approval.

3. Types of Construction: All principal and accessory structures shall, at a minimum, be designed to include brick, stucco, decorative block, or similar material along the exterior facade to a minimum height of Forty Percent (40%) of the height of the eaves. Exterior materials shall be complemented by using neutral colors.

4. Storage Areas: The exterior storage of materials is not permitted unless an appropriate plan is presented to and approved by the Committee which adequately screens the area with the use of plant material, enclosures, or any combination thereof.

5. Loading Space: Loading docks shall face either the rear or side yard unless the Committee approves otherwise.

6. Parking: The City's zoning requirements shall govern the number of spaces required for a development. All parking spaces, entrances/exits and loading areas shall be paved and curbed.

7. Signage: All signs shall be governed by the City of Loudon Zoning Ordinance.

8. Subdivision and Resale: The subdivision and/or resale of undeveloped property without approval of the Committee is expressly prohibited.

9. Compatibility: All industrial uses must be consistent with EPA, other Federal, State, and local requirements; and compatible with existing industry in the park. Adult Sexually Oriented Businesses as defined in the City of Loudon Zoning Ordinance are specifically included as being non-compatible, and are prohibited.

10. Noise: The noise level of any sound emissions resulting from activities and operations on each parcel shall not exceed eighty-five (85) decibels at the property line of the parcel.

11. Recapture Clause: If construction is not begun within 12 months from the date of sale the Sellers have the right to buy the property back at the original acquisition price. No resale of the property shall be made before construction is completed except with approval of the Committee. Extension may be granted by the Committee. Between the date of sale or granting of option and beginning of construction, if the proposed use changes it shall be subject to approval of the Committee.

**TO HAVE AND TO HOLD** the said premises to the said Party of the Second Part, its successors and/or assigns forever.

And the said Parties of the First Part, for themselves and for their successors and/or assigns, do hereby covenant with the said Parties of the Second Part, their successors and/or assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all encumbrances, **subject to the 2005 Loudon County property taxes, which may be assessed to Grantee for the balance of the year**, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

LOUDON COUNTY, TENNESSEE

BY: George M. Miller (L.S.)  
COUNTY MAYOR

CITY OF LOUDON, TENNESSEE

BY: Bernie R. Swiney (L.S.)  
MAYOR

STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **GEORGE M. MILLER**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **County Mayor** of **Loudon County, Tennessee**, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such **County Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as **County Mayor**.

Witness my hand and seal, at office in Loudon, Tennessee, this 4<sup>th</sup> day of Nov., 2005.

Harvey L. Sproul  
Notary Public

My commission expires: 8/6/08

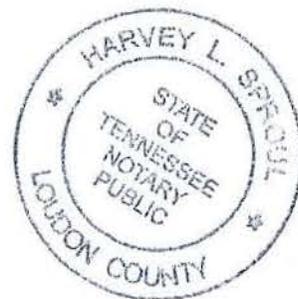
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **BERNIE R. SWINEY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Mayor** of the **City of Loudon Tennessee**, the within named bargainor, a municipal corporation of the State of Tennessee, and that he as such **Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as **Mayor**.

Witness my hand and seal, at office in Loudon, Tennessee, this 4<sup>th</sup> day of Nov., 2005.

Harvey L. Sproul  
Notary Public

My commission expires: 8/6/08



STATE OF TENNESSEE )  
COUNTY OF LOUDON )

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ 11,150.00, which amount is equal to or greater than the amount which the property would command at a fair, voluntary sale.

[Signature]

Sworn and subscribed to before me this 4<sup>th</sup> day of Nov, 2005.

[Signature]  
Notary Public

My commission expires: 8/6/08



BK/PG:D303/25-28

05030191

4 PGS : AL - WARRANTY DEED	
TRACIE BATCH: 30795	
11/16/2005 - 11:59:25 AM	
VALUE	10150.00
MORTGAGE TAX	0.00
TRANSFER TAX	37.56
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	60.56

STATE OF TENNESSEE, LOUDON COUNTY

TRACIE LITTLETON  
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:

Harvey L. Sproul, Attorney  
205 East Broadway  
Lenoir City, Tennessee 37771  
Phone: (865) 986-8054

**CORRECTION AGREEMENT**

*January* THIS CORRECTION AGREEMENT, made and entered into this *26<sup>th</sup>* day of *January* 2006, by and between **LOUDON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, and the **CITY OF LOUDON, TENNESSEE**, a municipal subdivision of the State of Tennessee, Parties of the First Part (hereinafter referred to as **LESSORS**), and **MALIBU BOATS WEST, INCORPORATED**, a Tennessee corporation, with its principal office and place of business in Loudon, Tennessee, Party of the Second Part (hereinafter referred to as **LESSEE**);

WITNESSETH

**WHEREAS**, the parties entered into a series of transactions, including a Warranty Deed, Lease Agreement, and Easement Agreement on November 1, 2005; and

**WHEREAS**, one of the documents was a Lease Agreement, which was recorded in the Register's Office of Loudon County, Tennessee, in Trust Book 826, Page 397; and

**WHEREAS**, in the first line of Paragraph Three on Page Three there is a reference to two of the described areas which shall be used for the open storage of company products, one of which was an inadvertent error, and the two areas which should have been described are Areas #2 and #3; and

**WHEREAS**, the parties desire to correct the document.

**NOW, THEREFORE**, the parties agree as follows:

The first sentence of Paragraph Three on Page Three in the Lease Agreement recorded in the Register's Office of Loudon County, Tennessee, in Trust Book 826, Page 397, shall be changed to read as follows:

Use: "Lessee agrees that Areas #2 and #3, which are subject to the TVA flowage easement, shall be used for the open storage of company products."

**EXCEPT AS CORRECTED HEREIN**, the remainder of the Lease Agreement dated November 1, 2005 remains in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Correction Agreement on the day and date first above written.

LOUDON COUNTY, TENNESSEE

BY: Henry M. Miller  
Title: County Mayor

CITY OF LOUDON

BY: Bernis R. Johnson  
Title: Mayor

MALIBU BOATS WEST, INCORPORATED

BY: John Stiso  
Title: Vice-President

BK/PG:T839/486-487

06033578

2 PGS : AL - CORRECTION AGREEMENT	
TAMM BATCH: 33010	
01/31/2006 - 01:06:16 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, LOUDON COUNTY  
**TRACIE LITTLETON**  
REGISTER OF DEEDS

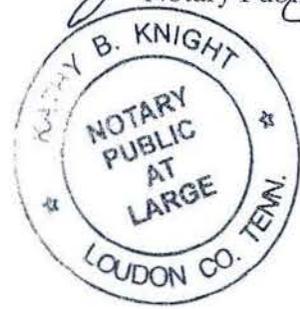
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **GEORGE M. MILLER**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **County Mayor of Loudon County, Tennessee**, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such **County Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as **County Mayor**.

Witness my hand and seal, at office in Lexington, Tennessee, this 30<sup>th</sup> day of January, 2006.

My commission expires: 4-8-08

Kathy B. Knight  
Notary Public



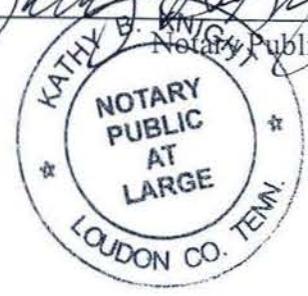
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **BERNIE R. SWINEY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Mayor of the City of Loudon Tennessee**, the within named bargainor, a municipal corporation of the State of Tennessee, and that he as such **Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as **Mayor**.

Witness my hand and seal, at office in Lexington, Tennessee, this 30<sup>th</sup> day of January, 2006.

My commission expires: 4-8-08

Kathy B. Knight  
Notary Public



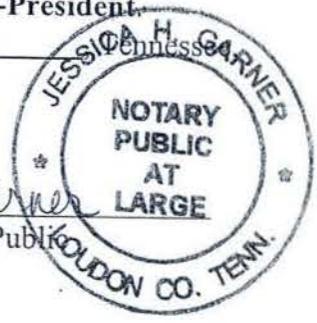
STATE OF TENNESSEE )  
COUNTY OF LOUDON )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **JOHN SISSON**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **Vice-President of MALIBU BOATS WEST, INCORPORATED**, the within named bargainor, a corporation, and that he as such **Vice-President** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **Vice-President**.

Witness my hand and seal, at office in London, Tennessee, this 26 day of January, 2006.

My commission expires: Aug. 7, 2007

Jessica H. Garner  
Notary Public



Resolution 100305-C

**A RESOLUTION AUTHORIZING THE USE OF BLAIR BEND/SUGARLIMB FUNDS FOR A PHASE 1 ARCHAEOLOGICAL SURVEY IN SUGARLIMB INDUSTRIAL PARK**

Whereas, Loudon County and the City of Loudon are negotiating the lease of certain properties in Sugarlimb Industrial Park for use by Malibu Boats West, Inc., and

Whereas, under the terms of the lease agreement Malibu Boats will incur the costs to construct a new soccer facility and related appurtenances on property located in Sugarlimb Industrial Park that is part of The Tennessee Valley Authority's flowage easement; and

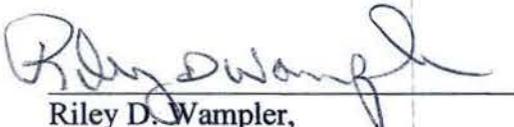
Whereas, prior to commencing construction for said facility, a phase 1 archaeological survey is required in order to determine the presence of significant historical items that may be located on the property, and

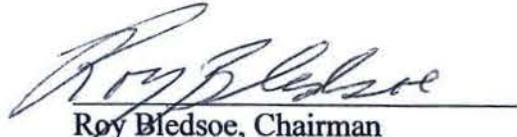
Whereas, the Loudon County Economic Development Agency and Blair Bend/Sugarlimb Committee have recommended that funds be appropriated for an archaeological survey.

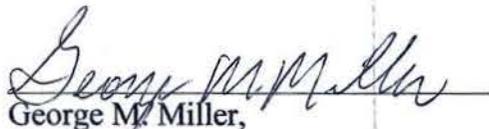
Now, Therefore, Be It Resolved, that the Loudon County Commission does hereby authorize the use of Blair Bend/Sugarlimb Industrial Park funds for a Phase 1 Archaeological Survey not to exceed \$9,310.00.

Be It Finally Resolved, that this Resolution shall take effect immediately the public welfare requiring it.

Passed this the 3<sup>rd</sup> day of October, 2005

  
Riley D. Wampler,  
County Court Clerk

  
Roy Bledsoe, Chairman

  
George M. Miller,  
County Mayor

**Resolution 100305-D**

**A RESOLUTION TO ADOPT THE 1999 STANDARD BUILDING CODE, 1997 STANDARD PLUMBING CODE, 1997 STANDARD MECHANICAL CODE, AND 2002 NORTH CAROLINA ACCESSIBILITY CODE WITH 2004 AMENDMENTS, FOR LOUDON COUNTY, TENNESSEE, PURSUANT TO TENNESSEE CODE ANNOTATED, SECTIONS 5-20-101 THROUGH 5-20-106**

**WHEREAS**, the subject Codes establish minimum regulations to provide for the safe construction of buildings and health of the inhabitants; and

**WHEREAS**, Chapter 11 of the 1999 Standard Building Code, "ACCESSIBILITY FOR PEOPLE WITH PHYSICAL DISABILITIES" shall be deleted and replaced with the 2002 North Carolina Accessibility Code with 2004 Amendments; and

**WHEREAS**, the adoption of the subject Codes will provide for the proper inspection of the construction or addition to buildings within unincorporated areas of Loudon County, and within any incorporated areas which have not adopted their own codes regulating the same subject areas, to help protect the public health, safety and welfare of the County's inhabitants; and

**WHEREAS**, the subject Codes are the current codes adopted and enforced by the State of Tennessee, thereby ensuring that Loudon County will be enforcing and administering the same codes adopted by the State, which will avoid conflicts in requirements when the State is involved in county inspections; and

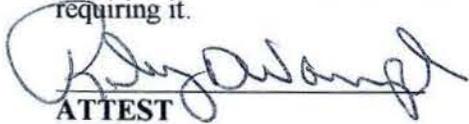
**WHEREAS**, the fee for building permits will be set beginning with the first \$1,000.00 of value or cost of construction as outlined on Attachment I: Appendix B: Recommended Schedule of Permit Fees, Section B101 through B105, with Section B105, "PLAN-CHECKING FEES", not applicable to one- and two-family dwellings or residential accessory structures; and

**WHEREAS**, three (3) copies of the subject Codes have been filed in the Office of the Loudon County Clerk for a period of at least ninety days prior to the adoption of this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission as follows:

- 1) That the 1999 Standard Building Code (excepting Chapter 11), published by the Southern Building Code Congress International, Inc., be adopted as the local building code within unincorporated areas of Loudon County, and within any incorporated areas which have not adopted their own code regulating the same subject; and
- 2) That the 1997 Standard Plumbing Code, published by the Southern Building Code Congress International, Inc., be adopted as the local plumbing code within unincorporated areas of Loudon County, and within any incorporated areas which have not adopted their own code regulating the same subject; and
- 3) That the 1997 Standard Mechanical Code, published by the Southern Building Code Congress International, be adopted as the local mechanical code within unincorporated areas of Loudon County, and within any incorporated areas which have not adopted their own code regulating the same subject; and
- 4) That the 2002 North Carolina Accessibility Code with 2004 Amendments, be adopted as the local handicapped code within unincorporated areas of Loudon County, and within any incorporated areas which have not adopted their own code regulating the same subject; and
- 5) That Attachment I: Appendix B: Recommended Schedule of Permit Fees be adopted as the schedule for calculating building permit fees;

**BE IT FINALLY RESOLVED**, that this Resolution shall take effect on January 1, 2006, the public welfare requiring it.

  
ATTEST

  
LOUDON COUNTY CHAIRMAN

  
APPROVED: LOUDON COUNTY MAYOR

10/03/05 DATE

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: June 17, 2005

## APPENDIX B RECOMMENDED SCHEDULE OF PERMIT FEES

### SECTION B101 PERMIT FEES

Total Valuation	Fee
\$1,000 and less	No fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged.
\$1,000 to \$50,000	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,000 to \$100,000	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,000 to \$500,000	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,000 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.

### SECTION B105 PLAN-CHECKING FEES

When the valuation of the proposed construction exceeds \$1,000.00 and a plan is required to be submitted by 104.2, a plan-checking fee shall be paid to the building official at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half of the building permit fee as set forth in 104.7. Such plan-checking fee is in addition to the building permit fee.

### SECTION B102 MOVING FEE

For the moving of any building or structure, the fee shall be \$100.

### SECTION B103 DEMOLITION FEES

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft	\$50.00
100,000 cu ft and over	\$0.50/1,000 cu ft

### SECTION B104 PENALTIES

Where work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.

**RESOLUTION 100305-E**

**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 STEEKEE ROAD, CONTAINING APPROXIMATELY 1 ACRE, SITUATED IN THE FOURTH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 57, PART OF PARCEL 279.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO C-1, RURAL CENTER 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

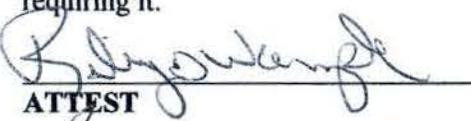
**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on 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 Steekee Road, approximately 1 acre, referenced by Tax Map 57, part of Parcel 279.00, be rezoned from A-2, Rural Residential District, to C-1, Rural Center 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

  
APPROVED: LOUDON COUNTY MAYOR

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

APPROVED:   2  

DISAPPROVED:   8  

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

FILE #05-06-142-RZ-CO

**Resolution 100305-F**

**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 HWY 70 E, CONTAINING APPROX. 7 1/2 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 7, PART OF PARCEL 81.00, FROM O-1, OFFICE PROFESSIONAL DISTRICT TO C-2, GENERAL COMMERCIAL 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

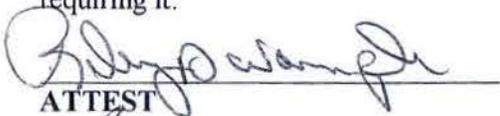
WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on August 28-29, 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 Hwy 70 E, approximately 7 1/2 acres, referenced by Tax Map 7, part of Parcel 81.00, be rezoned from O-1, Office Professional District to C-2, General Commercial 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

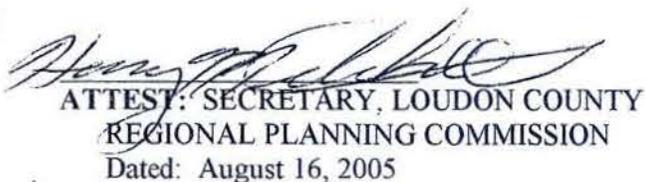
  
APPROVED: LOUDON COUNTY MAYOR

  
LOUDON COUNTY CHAIRMAN  
DATE: 10/03/05

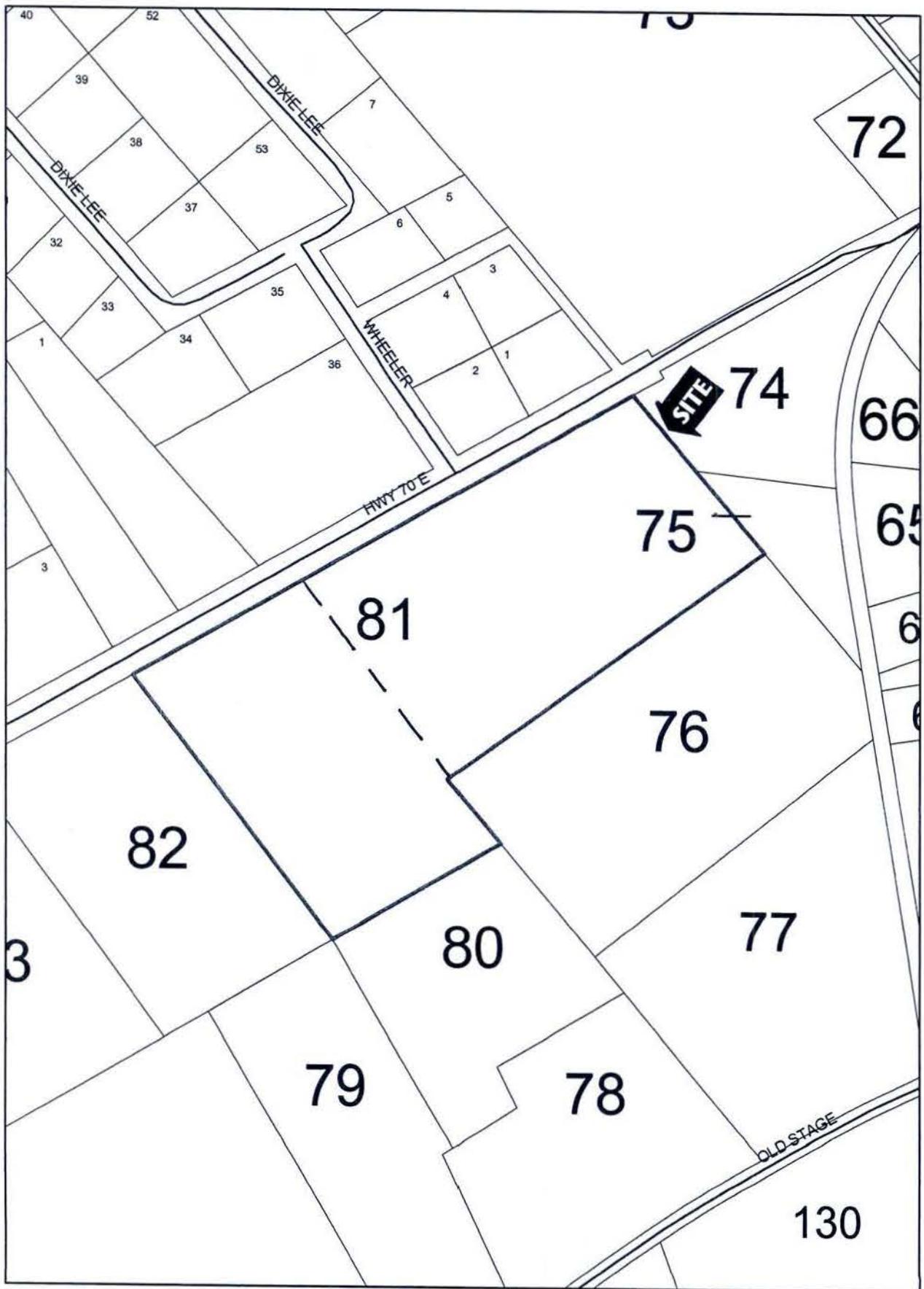
The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 11

DISAPPROVED: 0

  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: August 16, 2005

FILE #05-07-183-RZ-CO



**Resolution 100305-G**

**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 WATT CEMETERY ROAD, CONTAINING APPROX. 23 ACRES, SITUATED IN THE 7TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 50, PARCEL 235.00, 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 August 28-29, 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 Watt Cemetery Road, approximately 23 acres, referenced by Tax Map 50, Parcel 235.00, 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

  
APPROVED: LOUDON COUNTY MAYOR

  
LOUDON COUNTY CHAIRMAN  
DATE: 10/13/05

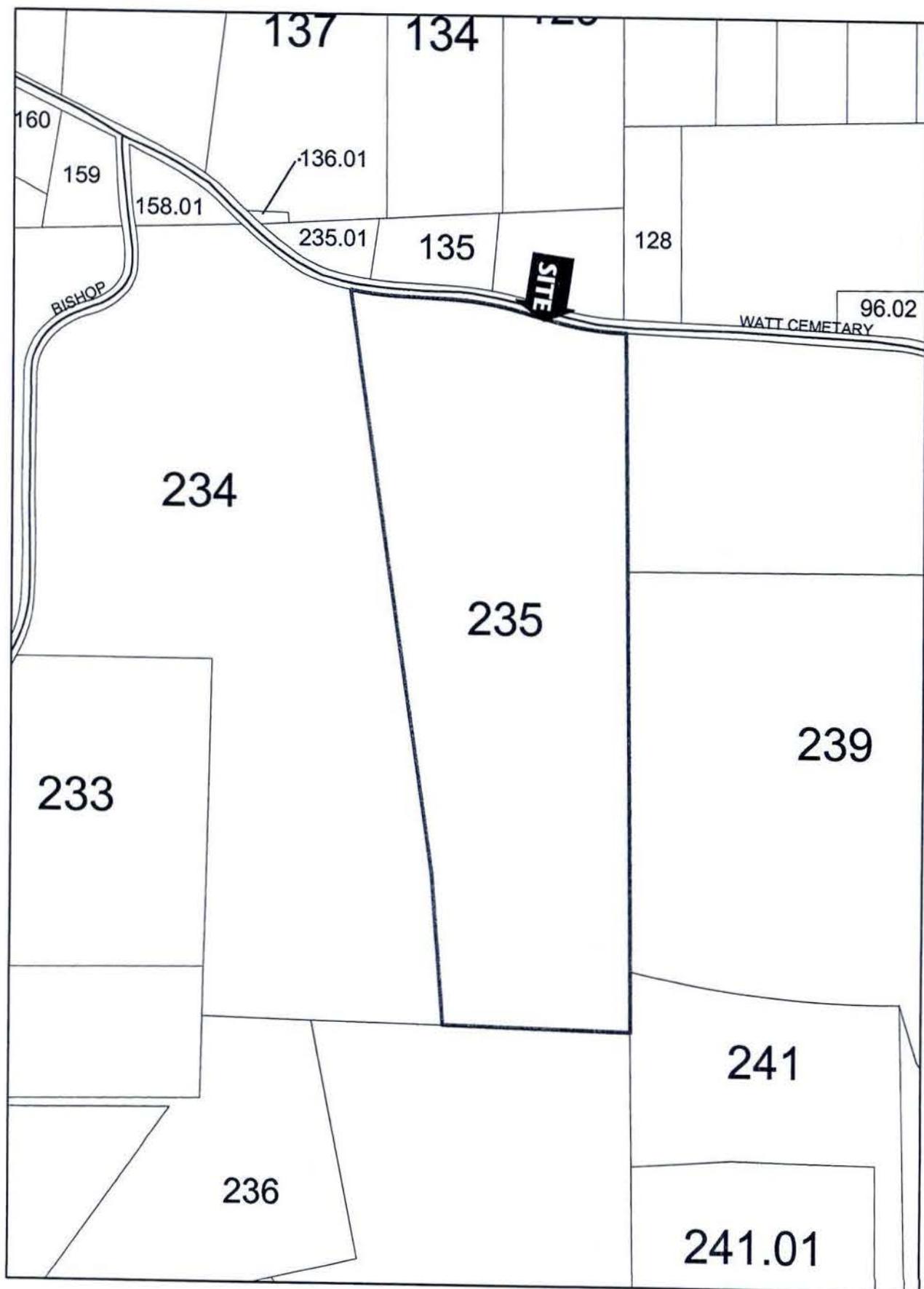
The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED:   11  

DISAPPROVED:   0  

  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: August 16, 2005

FILE #05-07-175-RZ-CO



**Resolution 100305-H**

**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 STEEKEE ROAD, CONTAINING APPROXIMATELY .50 ACRE, SITUATED IN THE FOURTH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 57, PARCEL 289.00, FROM R-1, SUBURBAN RESIDENTIAL DISTRICT TO C-1, RURAL CENTER 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

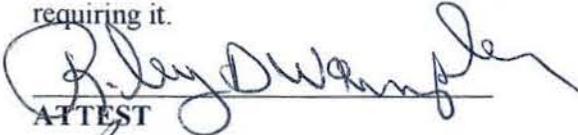
WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on August 21-22, 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 Steekee Road, approximately .50 acre, referenced by Tax Map 57, Parcel 289.00, be rezoned from R-1, Suburban Residential District, to C-1, Rural Center 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: 10/03/05

  
APPROVED: LOUDON COUNTY MAYOR

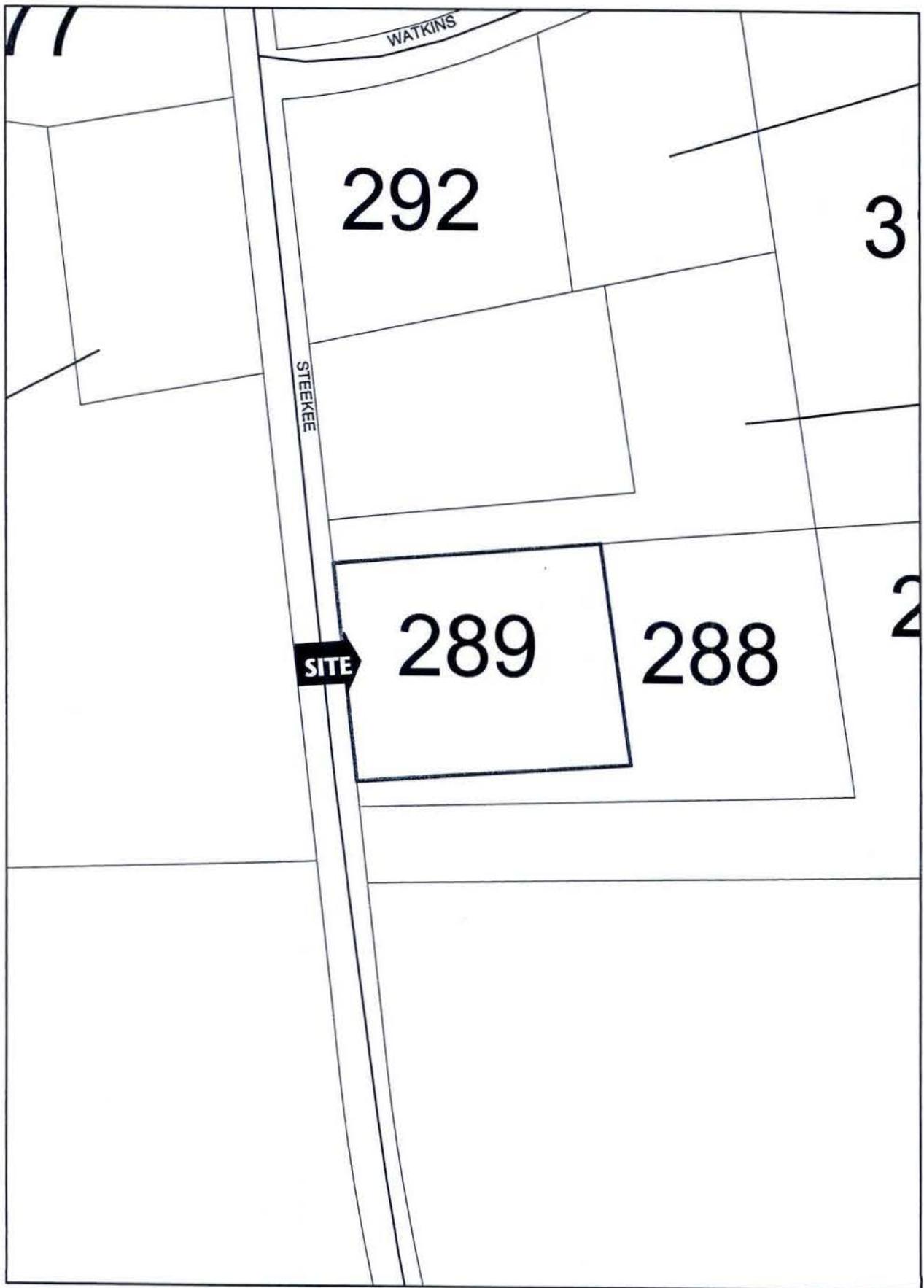
The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 0

DISAPPROVED: 10

  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: August 16, 2005

FILE #05-07-169-RZ-CO



**Resolution 100305-1**

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, CONTAINING APPROX. 19.79 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 9, PARCEL 150.00 AND TAX MAP 9-O, PARCELS 1.00, 2.00, 3.00, 7.00, 39.00, 41.00, 41.00, 42.00 & 43.00, 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

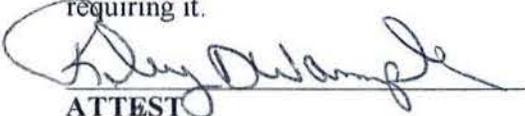
WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on August 21-22, 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, approximately 19.79 acres, referenced by Tax Map 9, Parcel 150.00, and Tax Map 9-O, Parcels 1.00, 2.00, 3.00, 7.00, 39.00, 40.00, 41.00, 42.00, & 43.00, 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: 10/03/05

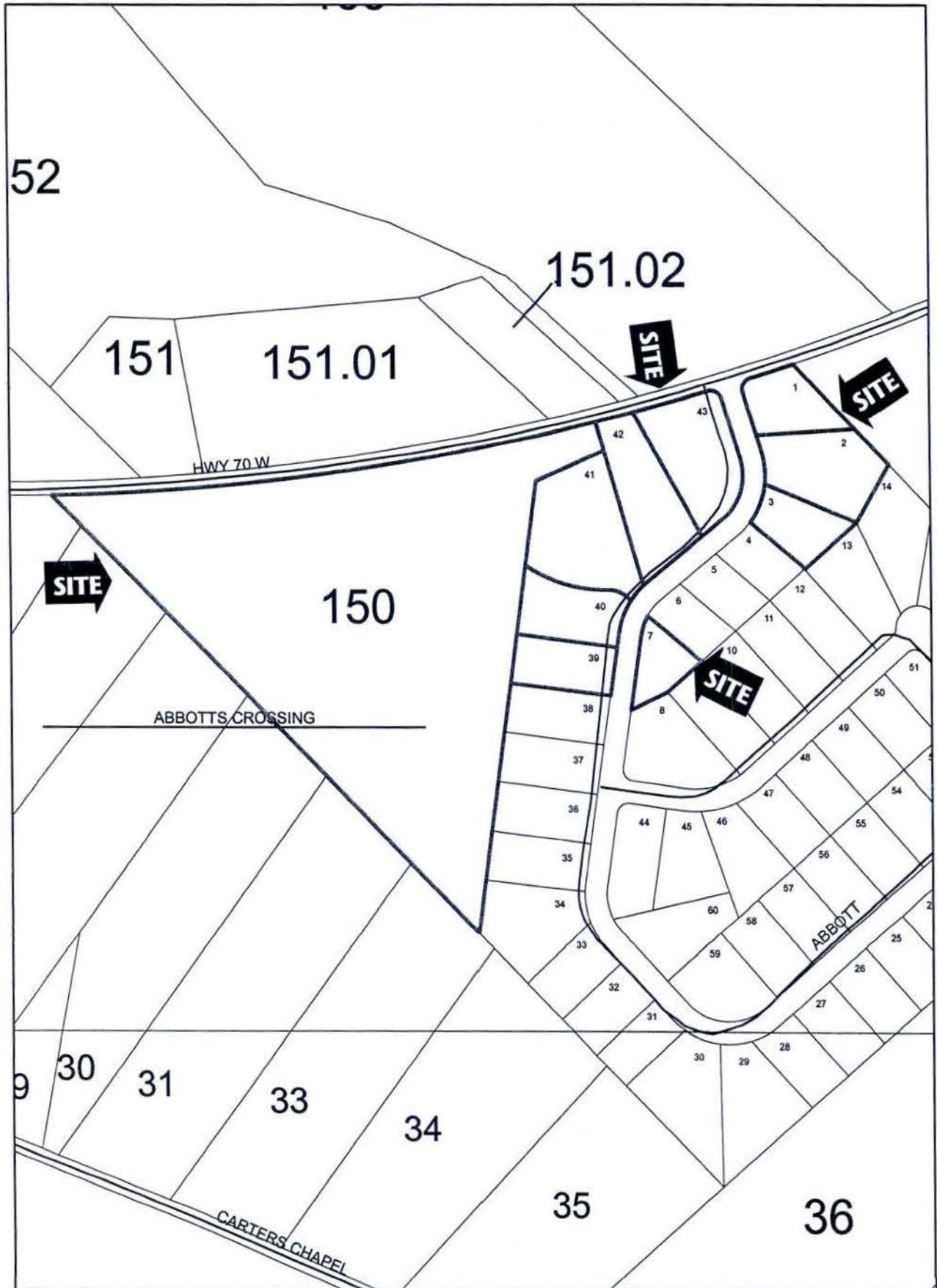
The votes on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 9

DISAPPROVED: 1

  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: August 16, 2005

FILE #05-08-195-RZ-CO



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>		10/3/2005 16:06	<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								
103	42610		<i>Other Courts</i>					
104	42810		Fines	0		0		0
105								
106			<b>Total Other Courts</b>	0	0	0	0	0
107								
108								
109			<b>Total Fines, Forfeitures, and Penalties</b>	<b>336,200</b>	<b>0</b>	<b>336,200</b>	<b>0</b>	<b>336,200</b>
110								
111	<b>43000</b>		<b>Charges for Current Services</b>					
112								
113	43100		General Service Charges					
114	43190		Other General Services Charges	90,000		90,000	30,000	120,000
115								
116			Total General Services Charges	90,000	0	90,000	30,000	120,000
117								
118	43000		<i>Fees</i>					
119	43350		Copy Fees	0		0		0
120	43370		Telephone Commissions	15,000		15,000		15,000
121	43380		Vending Machine Commissions	500		500		500
122	43392		Data Processing Fee - Register	28,000		28,000		28,000
123	43394		Data Processing Fee - Sheriff	5,000		5,000		5,000
124	43395		Sex Offender	600		600		600
125								
126			<b>Total Fees</b>	<b>49,100</b>	<b>0</b>	<b>49,100</b>	<b>0</b>	<b>49,100</b>
127								
128			<b>Total Charges for Current Services</b>	<b>139,100</b>	<b>0</b>	<b>139,100</b>	<b>30,000</b>	<b>169,100</b>
129								

Exhibit J

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>		10/3/2005 16:06	<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								
130	<b>44000</b>		<b>Other Local Revenues</b>					
131								
132	<i>44100</i>		<i>Investments</i>					
133	44110		Investment Income	60,000		60,000		60,000
134	44120		Lease/Rentals	5,000		5,000		5,000
135	44131		Commissary Sales	15,000		15,000		15,000
136	44140		Sale of Maps	3,000		3,000		3,000
137	44170		Miscellaneous	0		0		0
138	44520		Insurance Recovery	0		0	6,000	6,000
139	44540		Sale of Equipment/Property	0		0		0
140	44570		Contributions and Gifts	18,000		18,000		18,000
141	44990		Other Local Revenue	59,000		59,000		59,000
142								
143			<b>Total Investments</b>	<b>160,000</b>	<b>0</b>	<b>160,000</b>	<b>6,000</b>	<b>166,000</b>
144								
145			<b>Total Other Local Revenues</b>	<b>160,000</b>	<b>0</b>	<b>160,000</b>	<b>6,000</b>	<b>166,000</b>
146								

**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>		10/3/2005 16:06	<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								
288	51300		County Mayor					
289	101		County Official/Administrative Officer	76,385		76,385		76,385
290	161		Secretary(s)	34,000		34,000		34,000
291	187		Overtime Wages	1,700		1,700		1,700
292	201		Social Security	6,949		6,949		6,949
293	204		State Retirement	8,675		8,675		8,675
294	212		Employer Medicare	1,625		1,625		1,625
295	307		Communication	4,200		4,200		4,200
296	320		Dues and Memberships	1,500		1,500		1,500
297	338		Maintenance and Repair Services - Veh	1,000		1,000		1,000
298	355		Travel	2,200		2,200		2,200
299	425		Gasoline	1,000		1,000		1,000
300	435		Office Supplies	2,500		2,500		2,500
301	508		Premium on Corporate Surety Bonds	175		175		175
302	718		Vehicles	0		0	22,000	22,000
303	719		Office Equipment	100		100		100
304								
305			Total County Executive	142,009	0	142,009	22,000	164,009
306								
307	51400		Legal Fees					
308	331		Legal Services	130,000		130,000		130,000
309	399		Other Contracted Services	136,500		136,500		136,500
310								
311			Total Legal Fees	266,500	0	266,500	0	266,500
312								

Exhibit K

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>		10/3/2005 16:06	<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								
313	51500		Election Commission					
314	101		County Official/Administrative Officer	47,640		47,640		47,640
315	161		Administrative Assistant	30,310		30,310		30,310
316	187		Overtime Pay	1,200		1,200		1,200
317	192		Election Commission	12,000		12,000		12,000
318	193		Election Workers	24,647		24,647		24,647
319	201		Social Security	5,651		5,651		5,651
320	204		State Retirement	7,055		7,055		7,055
321	212		Employer Medicare	1,322		1,322		1,322
322	302		Advertising	3,200		3,200		3,200
323	307		Communication	3,700		3,700		3,700
324	320		Dues and Memberships	250		250		250
325	336		Maintenance and Repair Services - Offi	2,500		2,500		2,500
326	349		Printing, Stationery, and Forms	3,500		3,500		3,500
327	355		Travel	2,000		2,000		2,000
328	348		Postal Charges	2,500		2,500		2,500
329	399		Other Contracted Services	11,500		11,500	5,000	16,500
330	435		Office Supplies	1,700		1,700		1,700
331	719		Office Equipment	2,000		2,000		2,000
332								
333			Total Election Commission	162,675	0	162,675	5,000	167,675
334			(\$183,560 less Cities reimb. \$29,525=\$154,035)					
335								

Exhibit L

**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>		10/3/2005 16:06	<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								
412	51800		Plant Maintenance and Operations					
413	105		Supervisor/Director	43,115		43,115		43,115
414	149		Laborers (Maintenance Crew)	264,500		264,500		264,500
415	166		Custodial Personnel	22,500		22,500		22,500
416	187		Overtime Pay	5,000		5,000		5,000
417	189		Other Salaries and Wages (Seasonal W	3,000		3,000	0	3,000
418	191		Board and Committee Member Fees	750		750		750
419	201		Social Security	20,963		20,963		20,963
420	204		State Retirement	26,170		26,170		26,170
421	212		Employer Medicare	4,903		4,903		4,903
422	196		In-Service Training	0		0		0
423	307		Communication	54,000		54,000		54,000
424	330		Operating Lease Payments	55,000		55,000		55,000
425	335		Maintenance and Repair Services - Bui	63,000		63,000		63,000
426	336		Maintenance and Repair Services - Offi	2,000		2,000		2,000
427	338		Maintenance and Repair Services - Velt	4,500		4,500		4,500
428	347		Pest Control	6,000		6,000		6,000
429	399		Other Contracted Services	85,000		85,000	20,000	105,000
430	410		Custodial Supplies	6,000		6,000		6,000
431	414		Duplicating Supplies	8,000		8,000		8,000
432	425		Gasoline (Vehicle)	11,000		11,000		11,000
433	435		Office Supplies	1,000		1,000		1,000
434	450		Tires	1,000		1,000		1,000
435	451		Uniforms	5,000		5,000		5,000
436	452		Utilities	180,000		180,000		180,000
437	499		Other Supplies and Materials	500		500		500
438	524		In Service/Staff Development	1,000		1,000		1,000
439	708		Communication Equipment	0		0		0
440	717		Maintenance Equipment	5,000		5,000		5,000

1013

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>		10/3/2005 16:06	<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								
441	718		Motor Vehicle (1)	18,000		18,000		18,000
442	719		Office Equipment	2,000		2,000		2,000
443	720		Plant Operation Equipment	0		0		0
444						0		0
445			Total Plant Maintenance & Operations	898,901	0	898,901	20,000	918,901
446								
447	<b>Total General Administration</b>			<b>2,062,680</b>	<b>0</b>	<b>2,062,680</b>	<b>47,124</b>	<b>2,109,804</b>
448								

**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>		10/3/2005 16:06	<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								
372	51720		Planning and Community Development					
373	101		County Official/Administrative Officer	62,340		62,340		62,340
374	161		Staff Wages	51,500		51,500	100	51,600
375	196		In-Service Training	0		0		0
376	201		Social Security	7,058		7,058	10	7,068
377	204		State Retirement	8,811		8,811	12	8,823
378	212		Employer Medicare	1,651		1,651	2	1,653
379	307		Communication	3,000		3,000		3,000
380	335		Building Maintenance	1,000		1,000		1,000
381	338		Maintenance/Repair Vehicle	1,500		1,500		1,500
382	355		Travel	4,000		4,000		4,000
383	399		Other Contracts (Web Site Updating)	3,000		3,000		3,000
384	425		Gasoline	800		800		800
385	435		Office Supplies	6,500		6,500		6,500
386	452		Utilities	2,000		2,000		2,000
387	524		In Service/Staff Development	1,500		1,500		1,500
388	719		Office Equipment	3,000		3,000		3,000
389								
390			Total Planning & Community Develop	157,660	0	157,660	124	157,784
391								
392	51740		Engineering					
393	321		Engineering Services	0		0		0
394								
395			Total Engineering	0	0	0	0	0
396								

Exhibit M

**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>		10/3/2005 16:06	<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								
937								
938	56500		Libraries					
939	162		Wages	134,921		134,921	(25,361)	109,560
940	169		Part-time Personnel	0		0	27,091	27,091
941	168		Temp Personnel (Substitute Librarians)	0		0	4,814	4,814
942	201		Social Security	8,365		8,365	406	8,771
943	204		TCRS	10,443		10,443	(1,963)	8,480
944	212		Employee Medicare & Ins.	1,956		1,956	95	2,051
945	316		Contribution	5,000		5,000	(5,000)	0
946								
947			Total Libraries	160,685	0	160,685	82	160,767
948								
949			<b>Total Social, Cultural, and Recreational Services</b>	<b>302,348</b>	<b>0</b>	<b>302,348</b>	<b>82</b>	<b>302,430</b>
950								
951	57000		Agriculture and Natural Resources					
952								
953	57100		Agricultural Extension Service					
954	140		Salary Supplements	0		0		0
955	204		Social Security	0		0		0
956	204		State Retirement	0		0		0
957	307		Communication	5,000		5,000		5,000
958	309		Contracts w/Gov't Agencies	113,370		113,370	1,915	115,285
959	399		Other Contracted Services	2,500		2,500		2,500
960	435		Office Supplies	500		500		500
961	499		Other Supplies and Materials	500		500		500
962	719		Office Equipment	2,000		2,000		2,000
963								
964			Total Agricultural Extension Service	123,870	0	123,870	1,915	125,785

**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>		10/3/2005 16:06	<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								
808	54900		Communication/E-911					
809	101		County Official/Administrative Officer	39,000		39,000		39,000
810	106		911 Mapper	33,950		33,950		33,950
811	148		Dispatchers	307,000		307,000	1,000	308,000
812	169		Part-time Personnel	51,300		51,300	27,875	79,175
813	187		Overtime Pay	10,000		10,000		10,000
814	201		Social Security	27,358		27,358	1,790	29,148
815	204		State Retirement	34,153		34,153	(3,893)	30,260
816	212		Employer Medicare	6,398		6,398	419	6,817
817	196		In-Service Training	0		0		0
818	307		Communication	5,000		5,000		5,000
819	355		Travel	4,000		4,000		4,000
820	399		Other Contracted Services	10,000		10,000	2,125	12,125
821	435		Office Supplies	5,000		5,000		5,000
822	451		Uniforms	3,000		3,000		3,000
823	524		In Service/Staff Development	5,000		5,000		5,000
824	708		Communication Equipment	0		0		0
825	719		Office Equipment	0		0		0
826	799		Staff Psychologicals	0		0		0
827								
828			Total Communication/E-911	541,159	0	541,159	29,316	570,475
829								
830	<b>Total Public Safety</b>			<b>4,076,024</b>	<b>0</b>	<b>4,076,024</b>	<b>29,316</b>	<b>4,105,340</b>

Exhibit N

**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>		10/3/2005 16:15	<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								
849								
850	55120		Animal Control					
851	167		Part-time Staff	13,300		13,300		13,300
852	187		Overtime Pay	2,000		2,000		2,000
853	189		Staff Wages	81,380		81,380		81,380
854	201		Social Security	5,994		5,994		5,994
855	204		State Retirement	7,483		7,483		7,483
856	212		Employer Medicare	1,402		1,402		1,402
857	307		Communication	3,300		3,300		3,300
858	335		Maintenance and Repair Services - Bui	0		0		0
859	338		Maintenance and Repair - Vehicles	1,000		1,000	4,900	5,900
860	351		Rentals	6,500		6,500		6,500
861	355		Travel	500		500		500
862	357		Veterinary Services	15,000		15,000		15,000
863	401		Animal Food & Supplies	500		500		500
864	410		Custodial Supplies	2,500		2,500		2,500
865	425		Gasoline	3,500		3,500		3,500
866	435		Office Supplies	1,000		1,000		1,000
867	450		Tires	0		0		0
868	451		Uniforms	1,000		1,000		1,000
869	452		Utilities	5,000		5,000		5,000
870	453		Vehicle Parts	0		0		0
871	499		Other Supplies & Materials	2,500		2,500		2,500
872	524		In Service/Staff Development	1,000		1,000		1,000
873	719		Office Equipment	500		500		500
874								
875			Total Animal Control	155,359	0	155,359	4,900	160,259

Exhibit O

**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>		10/3/2005 16:06	<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								
513								
514	52400		Trustee's Department					
515	101		County Official/Administrative Office	56,048		56,048		56,048
516	162		Clerical Personnel	70,900		70,900	11,800	82,700
517	169		Part-time Personnel	11,000		11,000	2,058	13,058
518	201		Social Security	8,553		8,553	859	9,412
519	204		State Retirement	10,677		10,677	62	10,739
520	212		Employer Medicare	2,000		2,000	201	2,201
521	307		Communication	3,600		3,600		3,600
522	317		Data Processing Services	3,500		3,500		3,500
523	320		Dues and Memberships	600		600		600
524	349		Printing, Stationery, and Forms	2,000		2,000		2,000
525	355		Travel	2,000		2,000		2,000
526	399		Other Contracted Services	18,000		18,000		18,000
527	435		Office Supplies	14,000		14,000		14,000
528	508		Premiums on Corporate Surety Bonds	5,000		5,000		5,000
529	719		Office Equipment	2,000		2,000		2,000
530								
531			Total Trustee's Department	209,878	0	209,878	14,980	224,858

Exhibit P

**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>		10/3/2005 16:06	<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								
552	53000		Administration of Justice					
553								
554	53100		Circuit Court Clerk					
555	101		County Official/Administrative Officer	56,048		56,048		56,048
556	162		Clerical Personnel	66,550		66,550	4,954	71,504
557	168		Temporary Personnel	5,000		5,000		5,000
558	187		Overtime Pay	2,000		2,000		2,000
559	201		Social Security	8,035		8,035	307	8,342
560	204		State Retirement	10,031		10,031		10,031
561	212		Employer Medicare	1,879		1,879	72	1,951
562	196		In-Service Training	0		0		0
563	307		Communication	4,340		4,340		4,340
564	320		Dues and Memberships	800		800		800
565	349		Printing, Stationery, and Forms	2,500		2,500		2,500
566	355		Travel	2,100		2,100		2,100
567	399		Other Contracted Services	8,000		8,000		8,000
568	435		Office Supplies	6,000		6,000		6,000
569	505		Judgments	29,000		29,000		29,000
570	508		Premiums on Corporate Surety Bonds	250		250		250
571	524		In Service/Staff Development	1,050		1,050		1,050
572	719		Office Equipment	7,000		7,000		7,000
573								
574			Total Circuit Court Clerk	210,583	0	210,583	5,333	215,916

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>		10/3/2005 16:06	<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								
575								
576	53300		General Sessions Court					
577	162		Clerical Personnel	186,000		186,000	8,609	194,609
578	168		Temporary Personnel	10,000		10,000		10,000
579	169		Part-time Personnel	26,800		26,800		26,800
580	187		Overtime Pay	3,000		3,000		3,000
581	201		Social Security	14,000		14,000	533	14,533
582	204		State Retirement	17,477		17,477	(2,182)	15,295
583	212		Employer Medicare	3,274		3,274	125	3,399
584	196		In-Service Training	0		0		0
585	307		Communication	3,000		3,000		3,000
586	320		Dues and Memberships	300		300		300
587	349		Printing, Stationery, and Forms	7,000		7,000		7,000
588	355		Travel	1,500		1,500		1,500
589	399		Other Contracted Services (LGDP)	9,000		9,000		9,000
590	435		Office Supplies	9,000		9,000		9,000
591	524		In Service/Staff Development	1,860		1,860		1,860
592	719		Office Equipment	24,000		24,000		24,000
593								
594			Total General Sessions Court	316,211	0	316,211	7,085	323,296
595								

Loudon County  
Solid Waste/Sanitation  
FUND 116  
Ending June 30, 2006

	A	B	C	E	F	G	H	I	J
1				<b>Fund 116</b>					
2				<b>09/26/05</b>	<b>2006</b>	<b>2006</b>	<b>2006</b>		
3					<b>Original</b>	<b>Approved</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4					<b>Budget</b>	<b>Amends</b>	<b>Amended Budget</b>	<b>Amendments</b>	<b>Amended Budget</b>
5					106,700				
6				<b>REVENUE</b>	1.5				
7				<b>40000 Local Taxes</b>					
8			40110	Current Property Tax	160,050		160,050		160,050
9			40120	Trustee's Pr Yr	0		0		0
10			40130	Clerk and Master Delq Tax	0		0		0
11			40140	Interest and Penalty	0		0		0
12			40210	Sales Tax	400,000		400,000	0	400,000
13			40320	Bank Excise Tax	0		0		0
14									
15				<b>Total Local Taxes</b>	560,050	0	560,050	0	560,050
16									
17				<b>44000 Other Local Revenue</b>					
18			44145	Sale of Recycled Materials	40,000		40,000	0	40,000
19									
20				<b>Total Other Local Revenue</b>	40,000	0	40,000	0	40,000
21									
22				<b>46000 State of Tennessee</b>					
23			46170	Solid Waste Grant	0		0		0
24			46430	Litter Grant	31,447		31,447		31,447
25									
26				<b>Total State Revenue</b>	31,447	0	31,447	0	31,447
27									

Exhibit Q

Loudon County  
Solid Waste/Sanitation  
FUND 116  
Ending June 30, 2006

	A	B	C	E	F	G	H	I	J
1				<b>Fund 116</b>					
2				<b>09/26/05</b>	<b>2006</b>	<b>2006</b>	<b>2006</b>		
3					<b>Original</b>	<b>Approved</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4					<b>Budget</b>	<b>Amends</b>	<b>Amended Budget</b>	<b>Amendments</b>	<b>Amended Budget</b>
30		<b>49000</b>	<b>Other Sources</b>						
31			49800	Transfers In					
32									
33			<b>TOTAL OTHER SOURCES</b>		0	0			
34									
35			<b>TOTAL REVENUE AND OTHER SOURCES</b>		<b>631,497</b>	<b>0</b>	<b>631,497</b>	<b>0</b>	<b>631,497</b>
36									

Loudon County  
Solid Waste/Sanitation  
FUND 116  
Ending June 30, 2006

	A	B	C	E	F	G	H	I	J
1				<b>Fund 116</b>					
2				<b>09/26/05</b>	<b>2006</b>	<b>2006</b>	<b>2006</b>		
3					<b>Original</b>	<b>Approved</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4					<b>Budget</b>	<b>Amends</b>	<b>Amended Budget</b>	<b>Amendments</b>	<b>Amended Budget</b>
37									
38				<b>EXPENDITURES</b>					
39		<b>55732</b>		<b>Convience Center</b>					
40			105	Director	31,000		31,000		31,000
41			140	Salary Supplements	4,000		4,000		4,000
42			149	Laborers	180,000		180,000		180,000
43			187	Overtime Pay			3,000		3,000
44			201	Social Security	13,516		13,516		13,516
45			204	State Retirement	16,873		16,873		16,873
46			212	Medicare	3,161		3,161		3,161
47			307	Communication	4,300		4,300		4,300
48			312	Contracts w/ Pri Ag - Equip Lease	0		0		0
49			312	Contracts w/ Pri Ag - Waste Remov	69,100		69,100	(24,000)	45,100
50			312	Contracts w/ Pri Ag - Landfill Fees			0		0
51			320	Dues and Membership	500		500		500
52			336	Maintenance Repair Equipment	3,000		3,000		3,000
53			338	Maintenance Repair Vechiles	1,000		1,000		1,000
54			355	Travel	1,000		1,000		1,000
55			359	Disposal Fees	218,000		218,000		218,000
56			399	Other Contacted Services	5,000		5,000	13,000	18,000
57			410	Custodial Supplies	1,500		1,500		1,500
58			423	Fuel Oil	1,200		1,200		1,200
59			435	Office Supplies	500		500		500
60			451	Uniforms	3,000		3,000		3,000
61			452	Utilities	7,500		7,500		7,500

Loudon County  
Solid Waste/Sanitation  
FUND 116  
Ending June 30, 2006

	A	B	C	E	F	G	H	I	J
1				<b>Fund 116</b>					
2				<b>09/26/05</b>	<b>2006</b>	<b>2006</b>	<b>2006</b>		
3					<b>Original</b>	<b>Approved</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
4					<b>Budget</b>	<b>Amends</b>	<b>Amended Budget</b>	<b>Amendments</b>	<b>Amended Budget</b>
62			499	Other Supplies and Materials	8,000		8,000		8,000
63			524	In Service/Staff Development	500		500		500
64			599	Other Charges			0		0
65			610				30,000	11,000	41,000
66			711	Furnitures and Fixtures	0		0		0
67			718	Vehicles	0		0	25,000	25,000
68			719	Office Equipment	0		0		0
69									
70				<b>TOTAL CONVENIENCE CENT</b>	<b>605,650</b>	<b>0</b>	<b>605,650</b>	<b>25,000</b>	<b>630,650</b>
71									
72		<b>55720</b>		<b>Sanitation Education/Information (Litter Grant)</b>					
73			105	Supervisor/Director	12,260		12,260		12,260
74			201	Social Security			0		0
75			204	Retirement			0		0
76			212	Medicare			0		0
77			355	Travel			0		0
78			435	Office Supplies			0		0
79			499	Other Supplies & Materials	12,987		12,987		12,987
80			599	Other Charges (Litter Education)	6,200		6,200		6,200
81			719	Office Equipment			0		0
82									
83				<b>TOTAL LITTER GRANT</b>	<b>31,447</b>	<b>0</b>	<b>31,447</b>	<b>0</b>	<b>31,447</b>
84									
85		99100	590	Operating Transfers			0		
86				<b>TOTAL TRANSFERS</b>			<b>0</b>		

1025

Loudon County  
Solid Waste/Sanitation  
FUND 116  
Ending June 30, 2006

	A	B	C	E	F	G	H	I	J	
1				<b>Fund 116</b>						
2				<b>09/26/05</b>	<b>2006</b>	<b>2006</b>	<b>2006</b>			
3					<b>Original</b>	<b>Approved</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>	
4					<b>Budget</b>	<b>Amends</b>	<b>Amended Budget</b>	<b>Amendments</b>	<b>Amended Budget</b>	
87										
88				<b>TOTAL EXPS AND TRANSFERS</b>	<b>637,097</b>	<b>0</b>	<b>637,097</b>	<b>25,000</b>	<b>662,097</b>	
89										
90				<b>TOTAL REV and TRFS IN</b>	<b>631,497</b>	<b>0</b>	<b>631,497</b>	<b>0</b>	<b>631,497</b>	
91				<b>TOTAL EXPS AND TRFS OUT</b>	<b>637,097</b>	<b>0</b>	<b>637,097</b>	<b>25,000</b>	<b>662,097</b>	
92				<b>EFFECT ON FUND BALANCE</b>	<b>(5,600)</b>	<b>0</b>	<b>(5,600)</b>		<b>(30,600)</b>	
93										
94				<b>BEG OF YEAR BALANCE</b>	<b>69,194</b>				<b>69,194</b>	
95										
96				<b>EST END OF YEAR BALANCE</b>	<b>63,594</b>				<b>38,594</b>	
97										
98										
99										
100										
101										
102				<b>FUND #116 BUDGET DOES NOT INCLUDE EXPENSES RELOCATED IN HWY DEPT BUDGET:</b>						
103			312	Highway Landfill Expense						
104			312	Co Bldg Waste Removal						
105										
106				<b>TOTAL</b>						

# 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. June Klinstiver  
Scott Newman Nancy Paule  
Larry Proaps LeRoy Tate  
Freddie Walker Alan Williams

## DISTRICT STAFF

Dr. Ramona Best, Instructional Supervisor 6-12  
Cindy Cornelius, 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

## Exhibit R

September 9, 2005

Ms. Tracy Blair,

Please submit the attached budget amendments to county commission for approval. The attached amendments were approved by the school board on September 8, 2005.

- Steekee Preschool
- Voluntary Preschool Program
- Preschool
- Daycare at Phil/Steekee/NMS
- Teacher's Resource Center
- Family Resource Center
- LEAP Grant
- LAU Grant
- American History
- Coordinated School Health
- Psychologist vs. Contracting
- Food Service
- Reading Foundations Grant

Sincerely,



Cindy Cornelius  
Budget Director  
Loudon County Schools

Amendments

9/8/2005

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>Steekee Preschool</b>						
73400-116-PRSCH	Teachers	\$38,000	\$33,592	\$0	\$33,592	\$71,592
73400-163-PRSCH	Educational Assistants	\$11,000	\$10,987	\$0	\$10,987	\$21,987
73400-201-PRSCH	Social Security	\$3,041	\$2,764	\$0	\$2,764	\$5,805
73400-204-PRSCH	State Retirement	\$2,941	\$2,699	\$0	\$2,699	\$5,640
73400-206-PRSCH	Life Insurance	\$340	\$336	\$0	\$336	\$676
73400-207-PRSCH	Medical Insurance	\$11,020	\$9,708	\$0	\$9,708	\$20,728
73400-208-PRSCH	Dental Insurance	\$600	\$592	\$0	\$592	\$1,192
73400-212-PRSCH	Employer Medicare	\$720	\$647	\$0	\$647	\$1,367
73400-499-PRSCH	Other Supplies & Materials	\$0	\$2,875	\$0	\$2,875	\$2,875
73400-524-PRSCH	In-Service/Staff Development	\$0	\$800	\$0	\$800	\$800
			<b>\$65,000</b>			
<b>REVENUE</b>						
46590	Other State Education Funds	\$0	<b>\$65,000</b>	\$0	\$65,000	\$65,000

<b>Voluntary Pre-K Program</b>						
73400-116	Teachers	\$38,000	\$158,300	\$33,592	\$191,892	\$229,892
73400-163	Educational Assistants	\$11,000	\$44,000	\$10,987	\$54,987	\$65,987
73400-201	Social Security	\$3,041	\$11,408	\$2,764	\$14,172	\$17,213
73400-204	State Retirement	\$2,941	\$11,106	\$2,699	\$13,805	\$16,746
73400-206	Life Insurance	\$340	\$1,344	\$336	\$1,680	\$2,020
73400-207	Medical Insurance	\$11,020	\$44,325	\$9,708	\$54,033	\$65,053
73400-208	Dental Insurance	\$600	\$2,400	\$592	\$2,992	\$3,592
73400-212	Employer Medicare	\$720	\$2,668	\$647	\$3,315	\$4,035
73400-429	Instructional Materials & Supplies	\$18,300	\$5,440	\$0	\$5,440	\$23,740
73400-524	In-Service/Staff Development	\$0	\$3,200	\$800	\$4,000	\$4,000
73400-790	Other Equipment	\$0	\$40,000	\$0	\$40,000	\$40,000
			<b>\$324,191</b>			
<b>REVENUE</b>						
46590	Other State Education Funds	\$0	<b>\$324,191</b>	\$65,000	\$389,191	\$389,191

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>As per state re-classify all Pre-K to 73400 account series</b>						
73400-116	Teachers	\$38,000	\$35,299	\$191,892	\$227,191	\$265,191
73400-163	Educational Assistants	\$11,000	\$29,819	\$54,987	\$84,806	\$95,806
73400-201	Social Security	\$3,041	\$5,170	\$14,172	\$19,342	\$22,383
73400-204	State Retirement	\$2,941	\$5,257	\$13,805	\$19,062	\$22,003
73400-206	Life Insurance	\$340	\$332	\$1,680	\$2,012	\$2,352
73400-207	Medical Insurance	\$11,020	\$8,146	\$54,033	\$62,179	\$73,199
73400-208	Dental Insurance	\$600	\$584	\$2,992	\$3,576	\$4,176
73400-212	Employer Medicare	\$720	\$1,202	\$3,315	\$4,517	\$5,237
73400-429	Instructional Materials & Supplies	\$18,300		\$5,440	\$5,440	\$23,740
73400-524	In-Service/Staff Development	\$0		\$4,000	\$4,000	\$4,000
73400-790	Other Equipment	\$0		\$40,000	\$40,000	\$40,000
71100-116	Teachers	\$11,189,725	-\$35,299	\$0	-\$35,299	\$11,154,426
71100-163	Educational Assistants	\$896,041	-\$29,819	\$0	-\$29,819	\$866,222
71100-201	Social Security	\$782,125	-\$5,170	\$0	-\$5,170	\$776,955
71100-204	State Retirement	\$708,010	-\$5,257	\$0	-\$5,257	\$702,753
71100-206	Life Insurance	\$63,975	-\$332	\$0	-\$332	\$63,643
71100-207	Medical Insurance	\$1,933,430	-\$8,146	\$0	-\$8,146	\$1,925,284
71100-208	Dental Insurance	\$105,100	-\$584	\$0	-\$584	\$104,516
71100-212	Employer Medicare	\$183,040	-\$1,202	\$0	-\$1,202	\$181,838
	<b>TOTAL</b>		<b>\$0</b>			

<b>Daycare - Phil/Steekee/NMS</b>						
73000-189	Other Salaries & Wages	\$0	\$85,077	\$0	\$85,077	\$85,077
73000-201	Social Security	\$0	\$5,275	\$0	\$5,275	\$5,275
73000-204	State Retirement	\$0	\$2,568	\$0	\$2,568	\$2,568
73000-206	Life Insurance	\$0	\$168	\$0	\$168	\$168
73000-207	Medical Insurance	\$0	\$4,985	\$0	\$4,985	\$4,985
73000-208	Dental Insurance	\$0	\$251	\$0	\$251	\$251
73000-212	Employer Medicare	\$0	\$1,234	\$0	\$1,234	\$1,234
			<b>\$99,558</b>			
	<b>REVENUE</b>					
43581	Community Service Fees - Daycar	\$0	\$99,558	\$0	\$99,558	\$99,558

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>Teacher's Resource Center</b>						
72130-499	Other Supplies & Materials	\$0	\$4,000	\$0	\$4,000	\$4,000
REVENUE						
44170	Miscellaneous Refunds	\$162,000	\$4,000	\$0	\$4,000	\$166,000
<b>FRC Donations</b>						
73300-599	Other Charges	\$416	\$1,500	\$0	\$1,500	\$1,916
REVENUE						
44570	Contributions & Gifts	\$0	\$1,500	\$0	\$1,500	\$1,500
<b>LEAP Grant</b>						
73300-105-LEAP	Supervisor/Director	\$30,105	\$2,000	\$0	\$2,000	\$32,105
73300-116-LEAP	Teachers	\$0	\$24,605	\$0	\$24,605	\$24,605
73300-163-LEAP	Educational Assistants	\$0	\$5,266	\$0	\$5,266	\$5,266
73300-198-LEAP	Non-Certified Substitute	\$0	\$450	\$0	\$450	\$450
73300-201-LEAP	Social Security	\$2,561	\$2,005	\$0	\$2,005	\$4,566
73300-204-LEAP	State Retirement	\$3,275	\$2,380	\$0	\$2,380	\$5,655
73300-206-LEAP	Life Insurance	\$170	\$168	\$0	\$168	\$338
73300-212-LEAP	Employer Medicare	\$605	\$469	\$0	\$469	\$1,074
73300-355-LEAP	Travel	\$2,000	\$1,000	\$0	\$1,000	\$3,000
73300-399-LEAP	Other Contracted Services	\$0	\$2,700	\$0	\$2,700	\$2,700
73300-429-LEAP	Instructional Materials & Supplies	\$0	\$2,607	\$0	\$2,607	\$2,607
71100-189	Other Salaries & Wages	\$43,000	\$1,350	\$0	\$1,350	\$44,350
			\$45,000			
REVENUE						
47590	Other Federal Thru State	\$0	\$45,000	\$0	\$45,000	\$45,000

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>LAU Grant</b>						
73300-105-LAU	Supervisor/Director	\$30,105	\$5,000	\$2,000	\$7,000	\$37,105
73300-116-LAU	Teachers	\$0	\$4,000	\$24,605	\$28,605	\$28,605
73300-163-LAU	Educational Assistants	\$0	\$27,380	\$5,266	\$32,646	\$32,646
73300-169-LAU	Part-time Personnel	\$0	\$16,030	\$0	\$16,030	\$16,030
73300-189-LAU	Other Salaries & Wages	\$0	\$19,434		\$19,434	\$19,434
73300-201-LAU	Social Security	\$2,561	\$4,454	\$2,005	\$6,459	\$9,020
73300-204-LAU	State Retirement	\$3,275	\$4,230	\$2,380	\$6,610	\$9,885
73300-206-LAU	Life Insurance	\$170	\$338	\$168	\$506	\$676
73300-207-LAU	Medical Insurance	\$5,100	\$4,917	\$0	\$4,917	\$10,017
73300-208-LAU	Dental Insurance	\$260	\$290	\$0	\$290	\$550
73300-212-LAU	Employer Medicare	\$605	\$1,042	\$469	\$1,511	\$2,116
73300-355-LAU	Travel	\$2,000	\$850	\$1,000	\$1,850	\$3,850
73300-399-LAU	Other Contracted Services	\$0	\$8,600	\$2,700	\$11,300	\$11,300
73300-429-LAU	Instructional Materials & Supplies	\$0	\$1,739	\$2,607	\$4,346	\$4,346
73300-599-LAU	Other Charges	\$416	\$2,000	\$1,500	\$3,500	\$3,916
71100-189	Other Salaries & Wages	\$43,000	\$2,850	\$1,350	\$4,200	\$47,200
			<b>\$103,154</b>			
REVENUE						
47590	Other Federal Thru State	\$0	<b>\$103,154</b>	\$45,000	\$148,154	\$148,154

<b>American History</b>						
72130-599	Other Charges	\$0	\$300,000	\$0	\$300,000	\$300,000
71100-189	Other Salaries & Wages	\$43,000	\$5,154	\$4,200	\$9,354	\$52,354
			<b>\$305,154</b>			
REVENUE						
47590	Other Federal Thru State	\$0	<b>\$305,154</b>	\$148,154	\$453,308	\$453,308

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>Coordinated School Health</b>						
72290-105	Supervisor/Director	\$0	\$58,212	\$0	\$58,212	\$58,212
72290-198	Non-certified Substitute	\$0	\$1,050	\$0	\$1,050	\$1,050
72290-201	Social Security	\$0	\$3,675	\$0	\$3,675	\$3,675
72290-204	State Retirement	\$0	\$4,453	\$0	\$4,453	\$4,453
72290-206	Life Insurance	\$0	\$400	\$0	\$400	\$400
72290-207	Medical Insurance	\$0	\$10,145	\$0	\$10,145	\$10,145
72290-208	Dental Insurance	\$0	\$600	\$0	\$600	\$600
72290-212	Employer Medicare	\$0	\$860	\$0	\$860	\$860
72290-307	Communication	\$0	\$800	\$0	\$800	\$800
72290-399	Other Contracted Services	\$0	\$5,313	\$0	\$5,313	\$5,313
72290-429	Instructional Materials & Supplies	\$0	\$960	\$0	\$960	\$960
72290-524	In-Service/Staff Development	\$0	\$2,082	\$0	\$2,082	\$2,082
			<b>\$88,550</b>			
REVENUE						
46590	Other State Education Funds	\$0	<b>\$88,550</b>	\$389,191	\$477,741	\$477,741

<b>Re-Alignment - due to hiring Psychologist vs. Contracting</b>						
71200-399	Other Contracted Services	\$227,000	-\$48,505	\$0	-\$48,505	\$178,495
72220-124	Psychological Personnel	\$131,650	\$38,005	\$0	\$38,005	\$169,655
72220-201	Social Security	\$12,902	\$2,359	\$0	\$2,359	\$15,261
72220-204	State Retirement	\$11,472	\$2,090	\$0	\$2,090	\$13,562
72220-206	Life Insurance	\$840	\$200	\$0	\$200	\$1,040
72220-207	Medical Insurance	\$15,500	\$5,000	\$0	\$5,000	\$20,500
72220-208	Dental Insurance	\$1,000	\$300	\$0	\$300	\$1,300
72220-212	Employer Medicare	\$3,075	\$551	\$0	\$551	\$3,626
	<b>TOTAL</b>		<b>\$0</b>			

Account Number	Description	Original Budget	New Amendment Approved	Previously Approved Amendments	Year-to-Date Amendments (includes new amendments)	Amended Budget
<b>Food Service</b>						
73100-355	Travel	\$1,500	-\$200	\$0	-\$200	\$1,300
73100-399	Other Contracted Services	\$500	\$200	\$0	\$200	\$700
73100-524	In-Service/Staff Development	\$3,000	-\$68	\$0	-\$68	\$2,932
73100-599	Other Charges	\$1,000	\$68	\$0	\$68	\$1,068
	<b>Total</b>		\$0			

<b>Reading Foundations Grant</b>						
71200-163-RFUN	Educational Assistants	\$76,900	\$21,912	\$0	\$21,912	\$98,812
71200-195-RFUN	Non-certified Substitute Teachers	\$20,000	\$900	\$0	\$900	\$20,900
71200-201-RFUN	Social Security	\$70,400	\$1,415	\$0	\$1,415	\$71,815
71200-204-RFUN	State Retirement	\$63,680	\$1,766	\$0	\$1,766	\$65,446
71200-206-RFUN	Life Insurance	\$5,880	\$336	\$0	\$336	\$6,216
71200-207-RFUN	Medical Insurance	\$178,267	\$8,910	\$0	\$8,910	\$187,177
71200-208-RFUN	Dental Insurance	\$8,750	\$591	\$0	\$591	\$9,341
71200-212-RFUN	Employer Medicare	\$16,505	\$331	\$0	\$331	\$16,836
71200-599-RFUN	Other Charges	\$0	\$15,090	\$0	\$15,090	\$15,090
	<b>Total</b>		\$51,251			
<b>REVENUE</b>						
47143	Special Education Grants	\$0	\$51,251	\$0	\$51,251	\$51,251

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>		10/3/2005 15:45	<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	42800		<i>Judicial District Drug Program</i>					
11	42865		Drug Task Force Forfeitures & Seizures	20,000		20,000	80,000	100,000
12								
13			<b>Total Drug Task Force Forfeitures</b>	20,000	0	20,000	80,000	100,000
14								
15								
16								
17			<b>TOTAL FINES, FORFEITURES &amp; PENALT</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>80,000</b>	<b>100,000</b>
18								
19								
20								
21								
22			<b>Total Revenues</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>80,000</b>	<b>100,000</b>
23								
24								
25								
26								

Exhibit S

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>		10/3/2005 15:45	<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>		<b>Public Safety</b>					
35								
36	<b>54110</b>		<b>Sheriff's Depatment</b>					
37								
38	<b>399</b>		<b>Other Contracted Services</b>	<b>0</b>		<b>0</b>	<b>6,000</b>	<b>6,000</b>
39	<b>499</b>		<b>Other Supplies and Materials</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>
40	<b>431</b>		<b>Law Enforcement Supplies</b>	<b>10,000</b>		<b>10,000</b>	<b>0</b>	<b>10,000</b>
41	<b>590</b>		<b>Transfers to Other Funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>
42	<b>718</b>		<b>Vehicles</b>	<b>0</b>		<b>0</b>	<b>20,000</b>	<b>20,000</b>
43								
44			<b>Total Correctional Incentive Program</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>41,000</b>	<b>61,000</b>
45								
46								
47								
48								
49								
50								
51			<b>Total Expenditures</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>41,000</b>	<b>61,000</b>
52								
53								
54								
55								
56								

1035

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>		10/3/2005 15:45	<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								
57								
58								
59								
60								
61			<b>Beginning Fund Balance (Unaudited)</b>	<b>7,402</b>		<b>7,402</b>		<b>7,402</b>
62								
63			<b>Total Revenue</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>80,000</b>	<b>100,000</b>
64								
65			<b>Total Revenue and Transfers In</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>80,000</b>	<b>100,000</b>
66								
67			<b>Total Available Funds</b>	<b>27,402</b>	<b>0</b>	<b>27,402</b>	<b>80,000</b>	<b>107,402</b>
68								
69			<b>Expenditure Budget</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>41,000</b>	<b>61,000</b>
70			<b>Transfers Out</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
71								
72			<b>Total Expenditures and Transfer Out</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>41,000</b>	<b>61,000</b>
73								
74			<b>Ending Fund Balance</b>	<b>7,402</b>	<b>0</b>	<b>7,402</b>	<b>39,000</b>	<b>46,402</b>
75								
76								
77								
78								



# Loudon County Sheriff's Office

12680 Highway 11 W. \* Suite 1 \* Lenoir City, TN 37771

Records (865) 986-1770 \* Jail (865) 986-6612

Administration (865) 986-4823

FAX (865) 986-3621



TIM W. GUIDER  
SHERIFF

TONY AIKENS  
CHIEF DEPUTY

August 18, 2005

Mrs. Tracy Blair  
DIRECTOR, BUDGET & ACCOUNTS  
100 River Road  
Loudon, Tennessee 37774

RE: BYRNE GRANT  
Z9908843700  
2005-2006

Dear Tracy:

Please be advised the source of the matching funds of \$15,000.00 for the METH Grant will be Account #128.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Tony R. Aikens  
CHIEF DEPUTY

/s/

*Meth Grant  
FY 05-06*

**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>		10/3/2005 16:13	<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								
199								
200	<b>47000</b>		<b>Federal Government</b>					
201								
202	47200		<u>Federal Through State</u>					
203	47220		Emergency Management	10,000		10,000		10,000
204	47235		Homeland Security Grant	0		0		0
205	47250		Law Enforcement Grants (Byrne)	0		0	45,000	45,000
206	47710		Public Safety Partnership (COPS & Tec	42,160		42,160		42,160
207								
208			<b>Total Federal Through State</b>	52,160	0	52,160	45,000	97,160
209								
210			<b>Total Federal Government</b>	<b>52,160</b>	<b>0</b>	<b>52,160</b>	<b>45,000</b>	<b>97,160</b>
211								
212	<b>48000</b>		<b>Other Governments and Citizens</b>					
213								
214	48100		<u>Other Governments</u>					
215	48110		Prisoner Board	20,000		20,000		20,000
216	48130		Contributions	20,000		20,000		20,000
217	48140		Contracted Services/Agreements	29,290		29,290		29,290
218								
219			<b>Total Other Governments</b>	69,290	0	69,290	0	69,290
220								

Exhibit T

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>		10/3/2005 16:13	<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								
221	48600		<i>Citizen Groups and Other</i>	<b>(Identify)</b>				
222	48610		Donations (Senior Citizens)	19,000		19,000		19,000
223	48990		Other	0	0	0		0
224								
225			<b>Total Citizens Groups and Other</b>	19,000	0	19,000	0	19,000
226								
227								
228			<b>Total Other Governments and Citizens</b>	<b>88,290</b>	<b>0</b>	<b>88,290</b>	<b>0</b>	<b>88,290</b>
229								
230			<b>Total Revenues</b>	<b>12,604,550</b>	<b>0</b>	<b>12,604,550</b>	<b>81,000</b>	<b>12,685,550</b>
231								
232	49000		<i>Other Sources</i>					
233	49800		Transfers In (From 128 - Meth Match)	0		0	15,000	15,000
234								
235			<b>Total Transfers In</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>
236								
237	49950		<i>Special Revenue Items</i>					
238	49951		EDA Salary/Benefits Reimbursement	155,471	0	155,471	0	155,471
239								
240			<b>Total EDA Reimbursement</b>	<b>155,471</b>	<b>0</b>	<b>155,471</b>	<b>0</b>	<b>155,471</b>
241								
242								
243			<b>Total Revenues and Transfers In</b>	<b>12,760,021</b>	<b>0</b>	<b>12,760,021</b>	<b>96,000</b>	<b>12,856,021</b>
244								
245								
246								
247								

**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>		10/3/2005 16:15	<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								
798	54610		County Coroner/Medical Examiner					
799	131		Medical Personnel (Medical Examiner)	7,500		7,500		7,500
800								
801			Total County Coroner/Medical Examin	7,500	0	7,500	0	7,500
802								
803	54710		Public Safety Grants (COPS Tech & Meth)					
804	599		Other Charges	0		0	19,130	19,130
805								
806			Total Public Safety Grants	0	0	0	19,130	19,130
807								

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>		10/3/2005 16:15	<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								
1046								
1047	58900		Miscellaneous / Building & Contents Insurance					
1048	502		Building and Contents Insurance	250,000		250,000		250,000
1049	508		Premiums on Corporate Surety Bonds	0		0		0
1050	510		Trustee's Commission	200,000		200,000		200,000
1051								
1052			Total Misc./Building & Contents Insura	450,000	0	450,000	0	450,000
1053								
1054	<b>Total Other General Government</b>			<b>2,802,544</b>	<b>0</b>	<b>2,802,544</b>	<b>0</b>	<b>2,802,544</b>
1055								
1056								
1057	<b>Total Expenditures</b>			<b>12,075,462</b>	<b>0</b>	<b>12,075,462</b>	<b>129,865</b>	<b>12,205,327</b>
1058								
1059	99100		Transfers Out					
1060	590		Transfers to Recycling/Conv. Centers	0		0		0
1061								
1062			<b>Total Transfers Out</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1063								
1064	<b>Total Expenditures and Transfers Out</b>			<b>12,075,462</b>	<b>0</b>	<b>12,075,462</b>	<b>129,865</b>	<b>12,205,327</b>
1065								
1066								
1067								

**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>		10/3/2005 16:15	<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								
1068								
1069	<b>Beginning Fund Balance (Unaudited)</b>			<b>1,217,292</b>		<b>1,217,292</b>		<b>1,217,292</b>
1070								
1071	<b>Total Revenue</b>			<b>12,604,550</b>	<b>0</b>	<b>12,604,550</b>	<b>81,000</b>	<b>12,685,550</b>
1072	<b>Transfers In</b>			<b>155,471</b>	<b>0</b>	<b>155,471</b>	<b>15,000</b>	<b>170,471</b>
1073								
1074	<b>Total Revenue and Transfers In</b>			<b>12,760,021</b>	<b>0</b>	<b>12,760,021</b>	<b>96,000</b>	<b>12,856,021</b>
1075								
1076	<b>Total Available Funds</b>			<b>13,977,313</b>	<b>0</b>	<b>13,977,313</b>	<b>96,000</b>	<b>14,073,313</b>
1077								
1078	<b>Expenditure Budget</b>			<b>12,075,462</b>	<b>0</b>	<b>12,075,462</b>	<b>129,865</b>	<b>12,205,327</b>
1079	<b>Transfers Out</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1080								
1081	<b>Total Expenditures and Transfer Out</b>			<b>12,075,462</b>	<b>0</b>	<b>12,075,462</b>	<b>129,865</b>	<b>12,205,327</b>
1082								
1083	<b>Ending Fund Balance</b>			<b>1,901,851</b>	<b>0</b>	<b>1,901,851</b>	<b>(33,865)</b>	<b>1,867,986</b>

**RESOLUTION 100305-U**

Regarding Participation In The Qualified Zone Academy Bond  
administered by  
The Tennessee State School Bond Authority

**WHEREAS**, the Tennessee State School Bond Authority administers the Qualified Zone Academy Bonds; and,

**WHEREAS**, Loudon County Board of Education wants to participate in the loan program in order to improve facility energy efficiency and reduce energy costs.

**NOW, THEREFORE, BE IT RESOLVED**, by the Loudon County Commission of Loudon, Tennessee, that:

**Section 1.** Loudon County Board of Education is submitting a Qualified Zone Academy Bond application for each of the following facilities:

- (a) Eaton Elementary School
- (b) Fort Loudoun Middle School
- (c) Greenback School
- (d) Highland Park Elementary School
- (e) Loudon Elementary School
- (f) Loudon High School
- (g) North Middle School
- (h) Philadelphia Elementary School
- (i) Steekee Elementary School

**Section 2.** For each of the facilities approved for funding, Loudon County Board of Education agrees to follow all applicable program rules and guidelines.

**Section 3.** Loudon County Board of Education will properly operate and maintain the loan financed energy efficiency equipment in order to maximize facility energy savings.

**Section 4.** Loudon County Board of Education will submit this resolution to the Tennessee State School Bond Authority, as an accompanying document to the application for loan program funds.

**Section 5.** Loudon County Board of Education will also submit all paperwork required to secure said loan program funds.

**Section 6.** This resolution shall take effect upon approval, the public welfare requiring it.

Approved this 3<sup>rd</sup> day of October, 2005.

Approved: Geary M. Miller

Attest: Raymond

**RESOLUTION 100305-V**

Regarding Participation In The Local Government Energy Efficiency Loan Program  
administered by  
The Tennessee Department of Economic and Community Development

**WHEREAS**, the Tennessee Department of Economic and Community Development (ECD) administers an Energy Efficiency Loan Program for Local Government Facilities; and,

**WHEREAS**, Loudon County Board of Education wants to participate in the loan program in order to improve facility energy efficiency and reduce energy costs.

**NOW, THEREFORE, BE IT RESOLVED**, by the Loudon County Commission of Loudon, Tennessee, that:

**Section 1.** Loudon County Board of Education is submitting an Energy Efficiency Loan Program application to ECD for each of the following facilities:

- (a) North Middle School
- (b) Fort Loudoun Middle School
- (c) Loudon High School
- (d) Alternative School
- (e) Philadelphia Elementary School
- (f) Steekee Elementary School
- (g) Greenback School

**Section 2.** For each of the facilities approved by ECD for financing, Loudon County Board of Education will fully participate in the Energy Efficiency Loan Program and will follow all applicable program rules and guidelines. Full program participation by Loudon County Board of Education will include the following:

- (a) Loudon County Board of Education will borrow the approved loan amount from the ECD Energy Efficiency Loan program within six (6) months of the date of loan approval; and,
- (b) Loudon County Board of Education will implement the approved project/s within one year of the date of loan approval; and,
- (c) Loudon County Board of Education will provide ECD with a final work completion report when the approved project is implemented.

**Section 3.** To help determine the level of energy savings produced by the energy efficiency project, Loudon County Board of Education, will send copies of monthly facility energy bills to ECD during the term of the loan for project evaluation purposes.

**Section 4.** Loudon County Board of Education will properly operate and maintain the loan financed energy efficiency equipment in order to maximize facility energy savings.

**Section 5.** Loudon County Board of Education, will send this resolution to ECD, Energy Division, 320 Sixth Avenue North, Nashville, Tennessee 37243-0405, as an accompanying document to the application for loan program funds.

**Section 6.** This resolution shall take effect upon approval, the public welfare requiring it.

Approved this 3<sup>rd</sup> day of October, 2005.

Approved: *Henry M. Miller*

Attest: *Ray D. Wang*

**Exhibit W**

**This Instrument Prepared by:  
A. Wayne Henry, Attorney  
322 Grove Street  
Loudon, Tennessee 37774**

**AGREEMENT**

**This Agreement** made and entered into between Loudon County Tennessee, hereafter referred to as Loudon, and Loudon County Emergency Communications District, hereafter referred to as LCECD.

**WITNESSETH**

**Whereas**, LCECD has received Rural Dispatchers Grant from Tennessee Emergency Communications Board in the amount of \$30,000.00 for employment of part-time dispatchers, a copy of which is attached hereto as Exhibit A, and

**Whereas**, Loudon will employ and compensate said part-time dispatchers which LCECD selects, and LCECD will reimburse Loudon for said compensation pursuant to terms of said Grant.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency are mutually acknowledged, the parties agree:

1. That Loudon shall employ up to three (3) part-time dispatchers as designated by LCECD for a period not to exceed one (1) year.
2. That LCECD, as and when permitted by the Rural Dispatchers Grant, shall reimburse Loudon for all compensation expenses incurred by employment of said dispatchers.

3. That said dispatchers are aware that their funding is by a grant that may not be renewed by Tennessee Emergency Communications Board, and that if not renewed, their positions may be terminated if said funding ceases.

4. That if said grant funding is continued, the parties may by mutual agreement extend this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

LOUDON COUNTY, TENNESSEE

by: George M. Miller  
its: MAYOR

LOUDON COUNTY EMERGENCY COMMUNICATIONS DISTRICT

by: \_\_\_\_\_

its: \_\_\_\_\_