

Loudon County Commission Workshop

Loudon, Tennessee
Monday, July 20, 2020
Courthouse Annex
6:00 pm

1. Comments by Members of the General Public

2. Loudon County Codes Enforcement Director – Jim Jenkins

- A. A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE APPROXIMATELY 17.3 ACRES FROM A-1, AGRICULTURE-FORESTRY DISTRICT TO M-1, GENERAL INDUSTRIAL DISTRICT, LOUDON COUNTY TAX MAP 006, PARCEL 021.01 LOCATED AT 16250 EL CAMINO LN., LOUDON COUNTY, TN, SITUATED IN THE 5TH LEGISLATIVE DISTRICT
- B. A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION, ARTICLE 5 ZONING DISTRICTS, SECTION 5.043 R-1 SUBURBAN RESIDENTIAL DISTRICT, PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 13-7-105
- C. R-1 CURRENT AND PROPOSED LANGUAGE DOCUMENTS FOR REFERRAL BY THE LOUDON COUNTY COMMISSION

3. Mayor – Buddy Bradshaw

- A. Boards and Committees

4. Commission Chairman – Henry Cullen

- A. Solid Waste Commission (Santek Selling to Republic Services)
- B. Loudon County Jail

5. Purchasing Director – Susan Huskey

- A. Procurement for a Multi-Year Voice (Phone Service) Contract for Schools

6. Commissioner – Kelly Brewster

- A. Juvenile Director Employee Conduct

7. Commissioner Van Shaver

- A. Planning Commission Member Recommendation
- B. Shared AFT Distributions
- C. Increased Costs in Autopsies

8. Commissioner – Adam Waller

- A. Zoning

9. Director of Accounts & Budgets – Tracy Blair

- A. Budget Recommendations

Loudon County Commission
Resolution

Rezoning Resolution
16250 El Camino Lane

RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE APPROXIMATELY 17.3 ACRES FROM A-1, AGRICULTURE-FORESTRY DISTRICT TO M-1, GENERAL INDUSTRIAL DISTRICT, LOUDON COUNTY TAX MAP 006, PARCEL 021.01 LOCATED AT 16250 EL CAMINO LN., LOUDON COUNTY, TN, SITUATED IN THE 5th LEGISLATIVE 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 newspaper, the News Herald on July 1, 2020 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

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

Located at 16250 El Camino Ln., situated in the 5th Legislative District, referenced by Tax Map 006, Parcel 021.01 be rezoned from A-1. Agriculture-Forestry District, to M-1, General Industrial District as shown on the attached illustration; said illustration being part of this Resolution.

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

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

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

APPROVED: _____ 9 _____

DISAPPROVED: _____ 0 _____



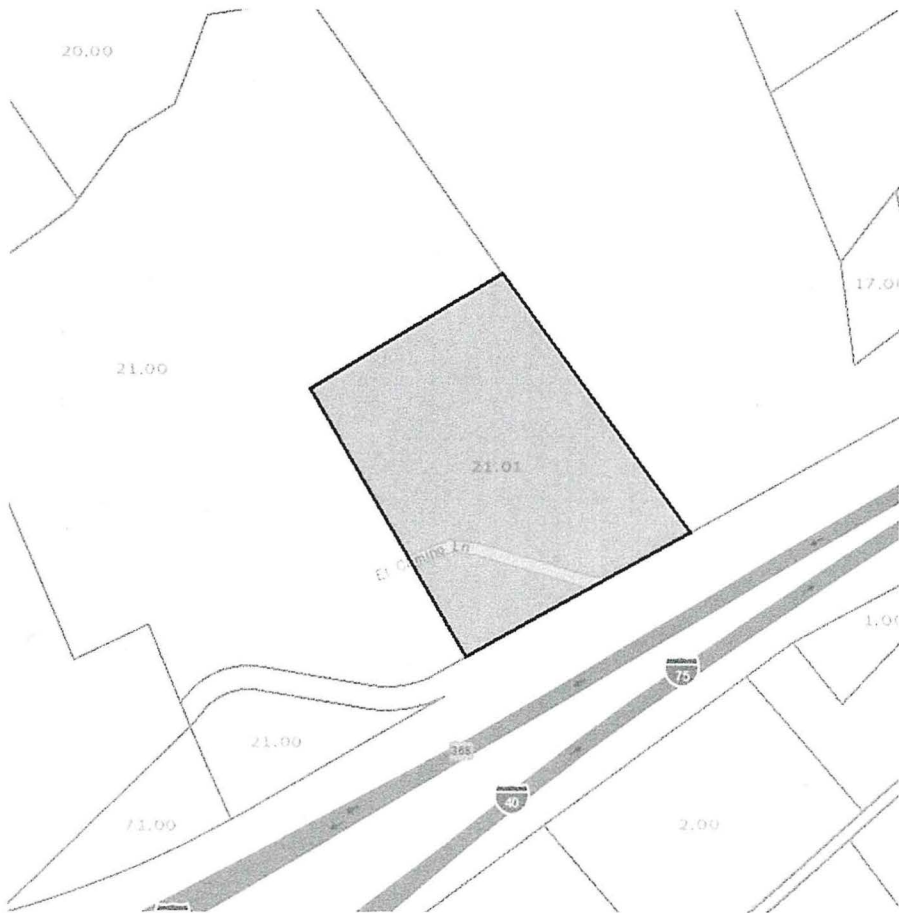
ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION

Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE APPROXIMATELY 12.0 ACRES FROM A-1 AGRICULTURE-FORESTRY DISTRICT TO
M-1, GENERAL INDUSTRIAL DISTRICT REFERENCED BY LOUDON COUNTY TAX MAP 006,
PARCEL 021.01 LOCATED AT 16250 EL CAMINO LN.,
LOUDON COUNTY, TN, SITUATED IN THE 5TH LEGISLATIVE DISTRICT



Loudon County Commission

Resolution

Article 5 Zoning Districts,

Section 5.043

R-1 Suburban Residential

District

RESOLUTION _____

**A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING
RESOLUTION, ARTICLE 5 ZONING DISTRICTS, SECTION 5.043 R-1
SUBURBAN RESIDENTIAL DISTRICT, PURSUANT TO TENNESSEE CODE
ANNOTATED, SECTION 13-7-105**

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 Resolution of Loudon County, Tennessee, and

WHEREAS, a notice of public hearing and a description of the resolution appeared in the Loudon County newspaper, the News Herald on July 1, 2020 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

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

Section 1. That subsection C. 9. e. in Section 5.043 R-1 Suburban Residential District shall be amended by deleting it in its entirety and replacing it with the following:

e. designed with a maximum area density of 2.5 units per acre;

Section 2. At the end of the section C. 9. In Section 5.043 R-1 Suburban Residential District add the following:

Definitions:

*Dwelling, Attached - A dwelling with one or more party walls, or one party wall in the case of a dwelling at the end of a group of attached dwellings.

*Dwelling, Multiple-Family - Two or more attached dwelling units.

Section 3. That subsection E. 4. in Section 5.043 R-1 Suburban Residential District shall be amended by deleting it in its entirety and replacing it with the following:

4. Land Area: No lot or parcel of land shall be reduced in size to provide separate lots or building sites of less than 20,000 square feet in area. Where there is an existing lot of record of less than 20,000 square feet, at the time of adoption of this Resolution, this lot may be utilized for the construction of one single-family dwelling, providing the lot in question has a public water supply and providing that said lot of record is not less than 7,500 square feet in area.

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

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission on June 16, 2020 are as follows:

APPROVED: 9

DISAPPROVED: 0

A handwritten signature in cursive script, appearing to read "Pamela G. McNew", is written over a horizontal line.

ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION

Loudon County Commission

Exhibit

***R-1 Current and Proposed
Language
Documents for Referral by
the Loudon County
Commission***

R-1 Current

C. Uses Permitted as Special Exceptions:

In the R-1, Suburban-Residential District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with Article 7, Section 7.060.

1. Churches and other places of assembly.
2. Educational institutions.
3. Public and private recreation facilities.
4. Utility facilities necessary for the provision of public services. (Telecommunications towers and antennas are specifically excluded.)
5. Planned unit developments as regulated in Article 4, Section 4.080.
6. Mobile home parks, subject to the provisions of Article 4, Section 4.100.
7. Cemeteries subject to the provisions of Article 5, Section 4.120.
8. Government buildings and community centers.
9. Multi-family dwellings. In order to provide for the orderly development of multi-family housing in areas conducive to such development the following specifications and guidelines shall be followed in granting a special exception:

Multi-family dwellings shall be:

- a. located adjacent to arterials and/or collector roads;
- b. served by public utility water and an approved wastewater treatment facility (i.e., septic system or public wastewater system);
- c. located near areas of intense urban activity and necessary community facilities;
- d. designed to provide permanent open and recreational space for residents;
- e. designed to meet the area requirements as stated in Subsection 4. Land Area;
- f. located in areas where the use will not conflict with the character of the surrounding area.

Approval of an apartment complex consists of a two stage process, a preliminary approval for a site selection and a final approval consisting of a site design. A site plan shall be submitted with the following information:

- a. The site location of the proposed use/structure including a location map and the scale of such a map.
 - b. Drainage system plan to include but not limited to the location of enclosed storm sewers and appurtenances, open channels, and swales on property lines and/or back lot lines, and contour lines at five (5) foot intervals.
 - c. Size and dimensions of the proposed building(s) and a drawing of all setbacks.
 - d. Parking area design, number of parking spaces, and design of those spaces.
 - e. Location of any signage and the dimensions of such sign(s) which will advertise the use of the buildings.
 - f. Location and design of all entrances and exits onto a public road.
10. Daycare Centers – To serve up to 12 clients with no more than two (2) employees. *(Approved by County Commission 10/6/03)*

D. Uses Prohibited:

In the R-1, Suburban-Residential District, all uses except those uses specifically permitted or permitted upon approval as a special exception by the Board are prohibited.

E. Dimensional Regulations:

All uses permitted in the R-1, Suburban-Residential District, shall comply with the following requirements except as provided in Article 6:

1. Front Yard: The minimum of the front yard shall be thirty (30) feet.

2. Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet for the principal structure and five (5) feet for any permitted accessory structure. . (Amended by Loudon County Commission 12/3/07)
3. Side Yard: The side yard shall be a minimum of fifteen (15) feet for one and two-story structures, plus five (5) additional feet of side yard for each additional story over two, and five (5) feet for any permitted accessory structure. (Amended by Loudon County Commission 12/3/07)
4. Land Area: No lot or parcel of land shall be reduced in size to provide separate lots or building sites of less than 20,000 square feet in area. Where there is an existing lot of record of less than 20,000 square feet, at the time of adoption of this Resolution, this lot may be utilized for the construction of one single-family dwelling, providing the lot in question has a public water supply and providing that said lot of record is not less than 7,500 square feet in area.

On lots or parcels of land where multiple-family dwellings are constructed, the following area requirements and definitions shall apply except as regulated in Article 4, Section 4.080, (planned unit developments):

Number of Dwelling Units	With Public Water and Sanitary Sewers	With Public Water but without Public Wastewater
1	20,000 sq. ft.	20,000 sq. ft.
2	25,000 sq. ft.	30,000 sq. ft.
3	30,000 sq. ft.	35,000 sq. ft.
4	35,000 sq. ft.	40,000 sq. ft.

More than 4 units	3,500 sq. ft. for each unit over 4	Not permitted unless on-site treatment units (i.e., package plants) are used, 30,000 sq. ft. for each unit over 4
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Dwelling, Attached - A dwelling with one or more party walls, or one party wall in the case of a dwelling at the end of a group of attached dwellings.

Dwelling, Multiple-Family - Two or more attached dwelling units.

*The Board of Zoning Appeals may increase the lot size requirement if a soils analysis or percolation tests as required by the Loudon County Sanitarian indicate a potential problem with subsurface sewage disposal.

R-1 Proposed

C. Uses Permitted as Special Exceptions:

In the R-1, Suburban-Residential District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with Article 7, Section 7.060.

1. Churches and other places of assembly.
2. Educational institutions.
3. Public and private recreation facilities.
4. Utility facilities necessary for the provision of public services. (Telecommunications towers and antennas are specifically excluded.)
5. Planned unit developments as regulated in Article 4, Section 4.080.
6. Mobile home parks, subject to the provisions of Article 4, Section 4.100.
7. Cemeteries subject to the provisions of Article 5, Section 4.120.
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9. Multi-family dwellings. In order to provide for the orderly development of multi-family housing in areas conducive to such development the following specifications and guidelines shall be followed in granting a special exception:

Multi-family dwellings shall be:

- a. located adjacent to arterials and/or collector roads;
- b. served by public utility water and an approved wastewater treatment facility (i.e., septic system or public wastewater system);
- c. located near areas of intense urban activity and necessary community facilities;
- d. designed to provide permanent open and recreational space for residents;
- e. designed with a maximum area density of 2.5 units per acre; (Section Amended.)
- f. located in areas where the use will not conflict with the character of the surrounding area.

Approval of an apartment complex consists of a two stage process, a preliminary approval for a site selection and a final approval consisting of a site design. A site plan shall be submitted with the following information:

- a. The site location of the proposed use/structure including a location map and the scale of such a map.
- b. Drainage system plan to include but not limited to the location of enclosed storm sewers and appurtenances, open channels, and swales on property lines and/or back lot lines, and contour lines at five (5) foot intervals.
- c. Size and dimensions of the proposed building(s) and a drawing of all setbacks.
- d. Parking area design, number of parking spaces, and design of those spaces.
- e. Location of any signage and the dimensions of such sign(s) which will advertise the use of the buildings.
- f. Location and design of all entrances and exits onto a public road.

Definitions: (Moved from deleted section)

*Dwelling, Attached - A dwelling with one or more party walls, or one party wall in the case of a dwelling at the end of a group of attached dwellings.

*Dwelling, Multiple-Family - Two or more attached dwelling units.

10. Daycare Centers – To serve up to 12 clients with no more than two (2) employees. *(Approved by County Commission 10/6/03)*

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3. Side Yard: The side yard shall be a minimum of fifteen (15) feet for one and two-story structures, plus five (5) additional feet of side yard for each additional story over two, and five (5) feet for any permitted accessory structure. (Amended by Loudon County Commission 12/3/07)
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Section Deleted.

F. Cluster Development Option

Purpose: The cluster development option is established to encourage clustering of residential development promoting more creative design options based on the size, shape, natural resources of a site; constraints which have direct implications for development. The primary purpose of the option is to maintain open space, preservation of natural environmental features and enhance design which may not be practical under traditional development standards. This option shall not apply within the 1st and 4th civil districts up to the Tennessee River and Little Tennessee River which are primarily rural in character.

Objectives:

- * Maintain the same density standards of the district
- * Promote connection to public sewage systems to reduce environmental impacts
- * Reduce construction and maintenance costs (public and private)
- * Enhance opportunities for creative design

Loudon County Commission

Exhibit

***Procurement for a Multi-Year
Voice (Phone Service)
Contract for Schools***

Opt-In Agreement to Metro Nashville Public Schools Contract 2-225071-08

ENA Voice Services

This Opt-In Agreement for ENA Voice Services is entered into by Loudon County Public Schools ("Client") as of July 1, 2020 ("Effective Date") in conjunction with Metro Nashville Public Schools Contract 2-225071-08 ("MSA") between Education Networks of America, Inc. ("Contractor" or "ENA") and The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education.

Client agrees that the following terms of service ("Terms of Service") shall govern Client and its Users use of ENA voice services (the "Services"). In these Terms of Service, "User" shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA, in the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency ("LOA") may be used by any of these Parties for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to this Opt-In Agreement.

While most of the charges associated with ENA's service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as indicated below and in more complete detail in ENA's published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA have informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA's tariffs, as updated. Client may request that this feature be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls outside the continental United States are not included in the Services and will incur a per call charge based on ENA's then applicable per country rates. This feature is blocked by default. Client may request that this feature be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA have informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA's Voice services.

2. Invoicing. Client's first invoice from ENA may include a partial month of Service. Client's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, Client's invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client's existing provider(s) regarding the porting of some or all of your existing numbers, to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting existing services be disconnected from your current provider once live service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA may, in its sole and absolute discretion, release to Client's new service provider the telephone number that Client ported (transferred or moved over) to ENA from Client's previous service provider and used in connection with Client's Service if:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client's account is completely current, including payment for all charges and any applicable disconnection fees; and
- d) Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded, and will comply with all applicable laws and regulations regarding (i) such notification and (ii) the recording of any voice conversations. To the extent permitted by Tennessee law, Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations on the Services.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.5 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. A copy of the specifications of the 9-1-1 Dialing Feature is described herein. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature pursuant to 47 C.F.R. §§ 9.5(d) and (e). Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications included described herein.

Client agrees that, upon request by ENA, Client shall permit ENA to review the notice being provided by Client to its end users. If Client fails to provide the necessary records or refuses to produce such records, ENA may immediately disable Service until such records are provided. Client hereby forever releases and forgives ENA from any and all liability, losses or damages which may arise from ENA's disabling or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature requirements detailed herein. ENA reserves the right to terminate Schedule(s) attached to the MSA related to this 9-1-1 Dialing Feature for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.5(d) and (e), Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R. §§ 9.5(d) or (e) based upon the Client's breach of any of its obligations under this section, Client agrees, to the extent permitted by Tennessee law, to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA as a result of Client's failure to comply with this Section.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED TO 911 OR ANY OTHER EMERGENCY SERVICES ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address where the phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

Specifically, if you move a phone to another physical address, such as to a different building, you must reregister that phone's location to receive accurate 9-1-1 service. The phone and its phone number are portable and ENA must know where they are physically located to properly provide 9-1-1 service. You may move a phone within a building without notifying ENA, but moving a phone to another location requires notifying ENA to make the appropriate 9-1-1 address adjustments for that phone and its phone number.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may be the main number for your service location (especially for ENA SmartVoice Prime service) and if your 9-1-1 call is disconnected, the 9-1-1 operator will call that main number back, which may not ring to the specific telephone you are calling from. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user

phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.

- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided upon written request that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are reminded or advised of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you use the ENA 9-1-1 dialing service. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 dialing service unless such claims or causes of action arise from ENA's gross negligence, recklessness or willful misconduct. To the extent permitted by Tennessee Law, you agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

ENA:

CLIENT:

ENA Services LLC

Loudon County Public Schools

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

No. _____

In accordance with all terms and conditions of the Opt-In Agreement executed between ENA and Loudon County Public Schools ("Client") on _____ (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input type="checkbox"/>	Broadband	<input type="checkbox"/>	Wi-Fi/LAN
<input checked="" type="checkbox"/>	Communication	<input type="checkbox"/>	Cloud
<input type="checkbox"/>	Other	<input type="checkbox"/>	
Description and Price of Services			
Check one: <input type="checkbox"/> Described below <input checked="" type="checkbox"/> Described in the attached document(s)			
Described in the attached cost proposal for Voice services based on Tennessee E-Rate Consortium, 470 # 160017344, MNPS RFP 16-11, Contract Number: 2-225071-08.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	36	months	
Renewal Term(s)	0	Number of Renewal Terms <i>enter '0' if none permitted</i>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 40px; text-align: center; margin-right: 5px;">0</div> <div>Length of each Renewal Term (in months)</div> </div>
Maximum Contract Length (if all renewal terms exercised)			<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 40px; text-align: center; margin-right: 5px;">36</div> <div>Months</div> </div>
Schedule of Service Term Start Date (at install unless specified herein)			
Billing Address and Billing Contact Information			
Loudon County Public Schools Attn: Accounts Payable Department 100 River Road Loudon, TN 37774			

(begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(add) 6.3 Subject to Available Funding. This Schedule shall terminate immediately and absolutely if Client is determined to no longer have funds available to pay for the Services described herein, either through ENA or any other vendor. Termination through this provision is final, Client may not purchase substitute Services from any other vendor upon termination for lack of funds for the unexpired term of this Agreement prior to the termination for lack of funding and

SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

Client shall not be liable for any additional charges or fees pursuant to Section 6.2 to ENA beyond the charges incurred for Service up to the date of the termination.

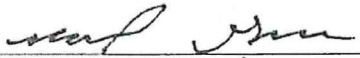
(end modifications)

Other than the modifications indicated above, nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

ENA:

By: _____
Name: _____
Title: _____
Date: _____

CLIENT: Loudon County Public Schools

By: 
Name: Michael Garner
Title: Director of Schools
Date: _____



Voice Services Quote

Service Attachment 1

Date Prepared: Friday, May 15, 2020
Organization: Loudon

Form Number: 1
Organization Type: Education

Installation Site
Site Name: Loudon County LEA
Site Address: 100 River Rd
Loudon, TN 37774
Contact:

Ship To Site
Site Name: Loudon County LEA
Site Address: 100 River Rd
Loudon, TN 37774
ATTN:

Term of Service Requested: Three (3) Years

Description	Total	
	One-time	Monthly
ENA SmartLink Services - Includes 1,000 minutes of local and domestic LD ³ usage per channel or port per month		
Additional Telephone Numbers ²	\$0.25	30
ENA SmartFax Services - Includes unlimited local and domestic LD ³ and either a new ENA-assigned fax number or LNP of your existing fax number		
ENA SmartFax ^{3,5} (includes one optional ENA SmartFax-to-Email account and installation of an ENA-provided ATA - One email address per fax number)	\$25.00	5
ENA SmartVoice Services - All ENA SmartVoice services include LNP and on-line management interfaces, both Administrator's and individual User Portals		
Interconnected VoIP Extension Types		
Essential with ENA SmartVoice Go App, Mobile-ONLY Enhancement (includes unlimited minutes)	\$11.50	444
Enhanced (includes unlimited minutes)	\$17.00	39
Executive (includes unlimited minutes)	\$19.00	63
Auto Attendant	\$17.00	12
Add-on Services		
Voice Mail Only	\$4.00	7
Configuration and Engineering Consulting		
Integration with Customer firewall (ICB based on Customer's network)	ICB	
LAN/WAN/PBX integration with Customer premises systems (hourly rate)	\$175.00	\$0.00
Extend Service Demarcation Point (hourly rate)	\$175.00	\$0.00
Basic Extension Configuration or Change (available via Administrator's portal)	\$10.00	\$0.00
Virtual Extension Configuration /* NOT * available via Administrator's portal)	Included	\$0.00
911 Configuration and changes	Included	\$0.00
Analog Telephone Connection ⁷ (includes on-site installation)	\$5.00	2
ENA SmartVoice Call Handling Services		
Multi Line Hunt Group	\$20.00	8
ENA SmartVoice Notification Services		
Notification Controllers		
Analog Integration Extension - for Customer-provided Intercom/Paging/Door Locks ⁵ may require adapter purchase	\$15.00	9

Subtotal Quoted Services	\$0.00	\$7,635.50
Subtotal Quoted Equipment	\$0.00	
Estimated 911/E-911 Local Government Fees - based on location ¹	location rate: \$1.16	\$165.88
Estimated USF and Government Fees - based on monthly voice service ¹	6.00%	\$458.13
Total Ground-service Shipping Charges ⁴	\$0.00	
Total Quoted	\$0.00	\$8,259.51

¹ All fees, surcharges, taxes, 411 (Directory Assisted) Calls, International and non-Continental US LD calls are billed in addition to the flat monthly rate. Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered. See Master Service Agreement for the per-call and per-minute charges that are not included.

² Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with ENA SmartLink service.

³ By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

⁴ May not be available in all markets

⁵ Customer must provide the end device; i.e. fax machine, paging adapter, analog handset, headset, etc. ENA does not provide, sell, install nor service these devices unless the paging adapter is an ENA Algo SIP device

⁶ The Basic Site Assessment will include an essential review of each site's network infrastructure including the network switching environment, Ethernet switch configurations and requirements to enable 802.1Q, P802.1p and 802.1af (VLAN, QoS and PoE) capabilities. ENA Field Services may also perform basic tests on the fiber and copper uplinks between the MDF and each of the IDF's and may place a test VoIP call from each LAN segment. ENA SmartVoice service requires the customer's LAN environment to meet certain specifications. All service delivery prices are based on expected site readiness to receive the services. In the event that Basic Site Assessments determine a need for site make-ready work, service may not be available until such work is completed by customer.

⁷ Enhanced PinPoint 911 requires that each extension across the entire site participate and have its own telephone number. Customer must provide and actively maintain the PinPoint E911 database information.

⁸ ENA end user devices are shipped directly to the customer requested location. A line item for shipping charges is included in the pricing proposal.

⁹ ENA end user device models are subject to change. ENA may replace certain phone models over the course of the contract, as needed, based on availability and technology changes. ENA will work with each customer to discuss available phone models at time of any phone order.

¹⁰ Handset installation includes unboxing phones, putting phones together, assigning extension to phone, placing phone on desk, connecting to the network (patch cable), and removing empty boxes. Handset installation does not include cabling. Customer is responsible for having the cable run to the location where you want phone placed. Network jack needs to be easily accessible.

¹¹ Notification device installation includes unboxing devices, putting devices together (if applicable), configuring device, mounting device on wall, connecting to the network (patch cable), and removing empty boxes. Device installation does not include cabling. Customer is responsible for having the cable run to the location where they want device mounted. Network jack needs to be easily accessible.

* The pricing above is the gross monthly price for service. Any changes will be approved by the customer's designated personnel before implementation.

* There are no traditional "line" restrictions imposed other than the physical limits of your hardware. All voice calls will have access to your entire Internet bandwidth, not just a segregated voice-only channel.