



**LOUDON COUNTY COMMISSION**  
**LOUDON COUNTY, TENNESSEE**  
**Monday, August 1, 2022**  
**Courthouse Annex Building**  
**6 P.M.**

**REGULAR COMMISSION MINUTES**

(1) Public Hearing

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 036, PARCEL 095.00 LOCATED AT 3899 VINEYARD ROAD LOUDON COUNTY, TN, SITUATED IN THE 3<sup>RD</sup> LEGISLATIVE DISTRICT

A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION, ARTICLE 4, SECTIONS 4.082 through 4.089.2, ARTICLE 5, SCETIONS 5.042.C.10, 5.043.C.5, 5.044.B.2, AND 5.050, PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 13-7-105

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 041, PARCEL 034.00 LOCATED AT POPLAR SPRINGS ROAD LOUDON COUNTY, TN, SITUATED IN THE 1<sup>ST</sup> LEGISLATIVE DISTRICT

(2) Opening of Meeting

BE IT REMEMBERED that the Board of Commission of Loudon County convened in regular session in Loudon, Tennessee on the 1<sup>st</sup> day of August 2022. **Commission Chairman Henry Cullen** called the meeting to order at 6:00 pm.

**Commissioner Shaver** opened the County Commission Meeting by leading the Pledge of Allegiance to the Flag of the United States of America, and then gave the invocation.

(3) Roll Call

Upon Roll Call, the following commissioners were present: **Julia Hurley, Matthew Tinker, Bill Satterfield, Gary Whitfield, Henry Cullen, Harold Duff, Van Shaver, Adam Waller** (8)

The following commissioner was absent: **Kelly Brewster, David Meers** (2)

Also present, was the **Honorable Mayor Buddy Bradshaw and Chief Deputy Clerk, Tammie Wampler. Director of Accounts and Budgets, Tracy Blair** was present to hand out documents and later left the meeting.

(4) Agenda Adoption

**Commission Chairman Cullen** requested that the August 1<sup>st</sup>, 2022 agenda be adopted. **Commission Chairman Cullen** requested that the Oil Grant be added under Tracy Blair's items. Commissioner Waller requested to amend 4.230 set back on cell towers. **Commission Shaver** made a motion to accept the agenda as amended. **Commissioner Tinker** seconded the motion.

Upon Voice Vote, the motion PASSED unanimously.

(5) Minutes Approved

**Commission Chairman Cullen** requested that the June 27<sup>th</sup>, 2022 Loudon County Commission Meeting Minutes and June 27<sup>th</sup> Budget Adoption Minutes be accepted. **Commissioner Shaver** made the motion to accept the minutes as written. **Commissioner Whitfield** seconded the motion.

Upon Voice Vote, the motion PASSED.

(6) General Public Comments

**Commission Chairman Cullen** called to the floor those who signed up for General Public Comments. The following people spoke:

**Kim Turner** – Solid Waste **EXHIBIT 080122-A**

**David Hawk** – Cattleman's Drive

**Commission Chairman Cullen** called back to the floor **Loudon County Codes Enforcement Director – Jim Jenkins** regarding the zoning resolutions. **Commissioner Satterfield** requested that we forgo a second reading of the resolutions since they had been read and discussed previously during the Public Hearing.

(7) Zoning Resolution – 3899 Vineyard Road  
**Loudon County Codes Enforcement Director - Jim Jenkins** presented to commission: A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 036, PARCEL 095.00 LOCATED AT 3899 VINEYARD ROAD LOUDON COUNTY, TN, SITUATED IN THE 3<sup>RD</sup> LEGISLATIVE DISTRICT

**Commissioner Satterfield** made a motion to approve the zoning resolution for the 3<sup>rd</sup> district. **Commissioner Shaver** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/o) **RESOLUTION o8o122-B**

(8) Zoning Resolution  
**Loudon County Codes Enforcement Director - Jim Jenkins** presented to commission: A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION, ARTICLE 4, SECTIONS 4.082 through 4.089.2, ARTICLE 5, SCETIONS 5.042.C.10, 5.043.C.5, 5.044.B.2, AND 5.050, PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 13-7-105

**Commissioner Satterfield** made a motion to approve the zoning resolution for the 3<sup>rd</sup> district. **Commissioner Shaver** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/o) **RESOLUTION o8o122-C**

(9) Zoning Resolution – Poplar Springs Road  
**Loudon County Codes Enforcement Director - Jim Jenkins** presented to commission: A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 041, PARCEL 034.00 LOCATED AT POPLAR SPRINGS ROAD LOUDON COUNTY, TN, SITUATED IN THE 1<sup>ST</sup> LEGISLATIVE DISTRICT

**Commissioner Shaver** made a motion to approve the zoning resolution for the 1<sup>st</sup> district. **Commissioner Waller** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/o) **RESOLUTION o8o122-D**

(10) Warranty Deed Transfer from TRDA to Loudon County  
**Mayor Bradshaw** presented to commission the Warranty Deed regarding the transfer of property to Loudon County from Tellico Reservoir Development Agency (TRDA) on behalf of the Greenback Fire and Rescue Department.

**Commissioner Tinker** made a motion to approve the Warranty Deed Transfer. **Commissioner Satterfield** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/o) **EXHIBIT o8o122-E**

(11) Board & Committees – Audit, Budget, Purchasing & Capital Projects

**Mayor Bradshaw** presented to commission four committees to update. They are as follows:

Audit Committee – remove Matthew Tinker and add William Jenkins / Expires August 2026 **RESOLUTION 080122-F**

Budget Committee - remove David Meers and add Gary Whitfield/ Expires August 2023 **RESOLUTION 080122-G**

Purchasing Committee – remove Matthew Tinker, Kelly Brewster and Gary Whitfield and add Rosemary Quillen, Chase Randolph and Bill Geames / Expires August 2023 **RESOLUTION 080122-H**

Capital Projects Committee – remove Gary Whitfield, Matthew Tinker and Kelly Brewster and add William Jenkins, Chase Randolph and Rosemary Quillen and Adam Waller / Expires August 2023 **RESOLUTION 080122-I**

**Commissioner Shaver** made a motion to approve the committees. **Commissioner Waller** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/0)

(12) Recognition of Outgoing Commissioners

**Mayor Bradshaw** requested that the minutes reflect that we recognized and thanked the outgoing commissioners – **Commissioner Brewster, Commissioner Meers, Commissioner Hurley** and **Commissioner Tinker** for the service they have given to the county and serving on County Commission. Loudon County thanks them for their service.

**Commissioner Waller** gave an update on Poplar Springs.

(13) Cell Tower Setback

**Commissioner Waller** made a motion to send to the Planning & Zoning Commission the Cell Tower set-backs for the fall zone to 1 foot to 1 foot to be addressed and then to be presented back to Commission at a workshop for further discussion.

**Commissioner Shaver** seconded the motion.

**Commissioner Cullen** called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (8/0)

(14) Grants – Governor’s Early Literacy Foundation / Tennessee Commission on Aging & Disability / DGA Grant / Mental Health Transportation / Waste Oil Grant

**Director of Accounts and Budgets Tracy Blair** presented to commission the consideration of recommendation to approve application / acceptance of the following grants with no required matching funds:

- 1) \$ 3,000 Governor’s Early Literacy Foundation – Loudon County Library Board
- 2) \$ 8,000 Tennessee Commission on Aging & Disability – Loudon County Senior Center
- 3) \$ 463,500 DGA grant to offset wages & benefits of Health Department employees
- 4) \$ 25,000 Mental Health Transportation grant from Tennessee Corrections Institute – Loudon County Sheriff’s Department
- 5) Waste Oil Grant

**Commissioner Waller** made a motion to approve all five grant request. **Commissioner Satterfield** seconded the motion.

**Commissioner Cullen** called for a Roll Call Vote.

The following commissioners voted AYE:

**Hurley, Tinker, Satterfield, Whitfield, Cullen, Duff, Shave, Waller**

The motion PASSED unanimously (8/0)

(15) Budget Amendments - County General Fund 101

**Director of Accounts and Budgets Tracy Blair** presented to commission the consideration of recommendation to approve amendments in the County General Fund 101.

**Commissioner Shaver** made a motion to approve the County General Fund Amendment. **Commissioner Whitfield** seconded the motion.

**Commissioner Cullen** called for a Roll Call Vote.

The following commissioners voted AYE:

**Tinker, Satterfield, Whitfield, Cullen, Duff, Shaver, Waller, Hurley**

The motion PASSED unanimously (8/0) **RESOLUTION o80122-J**

(16) Monthly Reports

**Director of Accounts and Budgets Tracy Blair** requests that the record reflect the distribution of the following reports:

- 1) Budget Committee Minutes – May 16, 2022 **EXHIBIT o80122-K**
- 2) Budget Committee Minutes – June 20, 2022 **EXHIBIT o80122-L**

(17) Bonds & Notaries

**Commissioner Waller** made a motion that was seconded by **Commissioner Shaver** to approve the following notaries and bonds:

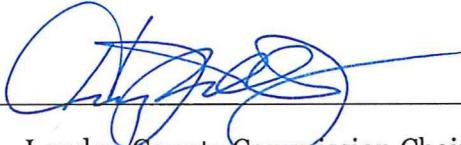
**Kateland L. Baum, Sheena Cortez, Jessica Dawson, Tonya J. Freels, April Lewellyn, Kelly McKeever, Adam Blake Moore, Mark Pitman, Rosemary Hines Quillen, Andrea Viars, Teresa Wallace**

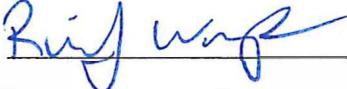
**Commissioner Cullen** called for a Voice Vote.

Upon Voice Vote the motion PASSED unanimously. **EXHIBIT o80122-M**

(18) Adjournment

There being no further business a motion being duly made by **Commissioner Shaver** and seconded by **Commissioner Waller**, the August 1<sup>st</sup>, 2022 County Commission Meeting was adjourned at 6:26 pm.

  
Loudon County Commission Chairman

ATTEST:  
  
Loudon County Clerk

  
Loudon County Mayor

## Waste Contract

- We signed a contract (please see attached) in 2008 with Santek Waste Services to bring waste into Matlock Bend Landfill. The contract ran as long as Santek had a contract with Loudon Landfill until December 11, 2026 and had provisions for discounts based on volume and for asbestos disposal at a specific amount.
- Addendums 1 and 2 were signed over the years. Addendum 1 covered any possible increases in the rate and Addendum 2 allowed certain C & D waste to have the option to be billed by the cubic yard.
- On 5/31/19, we sold a number of assets and customer lists to Waste Management of Tennessee through an asset purchase agreement however we retained some assets and the corporation. We still have the same Federal ID number, same operating agreements, checking accounts and tax accounts and the same owners/management team and just added a dba name of Five Star Waste. The same contractual agreement was in effect and we never stopped using the facility.
- When Republic Waste Services purchased Santek Waste Services and we received our first bill, we sent a copy of the contract to Wenda Murphy with Republic Waste Services as Brandi at Santek Waste Services had instructed us to do. Wenda then stated she would send that to the proper management and also continued to give us our pricing at the facility for the past year.
- Since that time and until two weeks ago, we have had no issues.
- We were contacted by Glen Black after the contract extension was signed and he sent over a new contract for asbestos disposal that was a 12 month agreement. I again sent over a copy of our current agreement and stated that we could not sign a new contract as this would nullify anything we already have in place.
- He forwarded the contract to Mike Claussen with Republic Waste Services that stated the new contract extension had minimum pricing in place that would not allow them to give us discounted pricing at the landfill. Emails have gone back and forth and right now we are in a holding pattern awaiting answers from Republic legal to our council.
- Our council contends we have a valid agreement that both Santek and Republic Waste were well aware of before they negotiated and signed any increases in the lowest tip rate without consideration of our agreement.

## Disadvantages to a minimum tonnage price at Loudon Landfill

- With the new higher rates, Republic will finish running any small haulers servicing the county out of this area. Republic contends that the \$45 per ton gate rate is a fair rate however we have cheaper rates with no contract and no volume discounts with Meadow Branch (Waste Connections), Waste Connections transfer station, Chestnut Ridge Landfill (WM), McMinn Co. Landfill, City of Chattanooga Landfill, Lakeway Landfill (GFL) and the list goes on.
- Running competition out of business in the county will increase rates even more than they currently are. Rates are currently 50% more than they were when we sold our routes at Tennessee Trash Service and continuing to rise and this was before the fuel increase. Rising costs hurt citizens and cause more people to use the transfer stations.
- The contract extension also causes Lenoir City, Loudon and the county to pay the lowest current rate. If the floor is \$27.25 and the gate rate \$45 who knows what the lowest rate will be month to month and will increase the taxpayer burden and with more waste coming into the transfer stations, impacts are felt even more by the taxpayers
- Gate rate also can have as much as \$20 in fuel and environmental fees added to it making that floor and gate rate numbers a lot larger and without a contract in place, Republic charges those fees to all haulers.
- Increasing the tip fee minimum and gate rate only benefits Republic Waste. It allows them to run off small haulers, increase prices to customers and the county and then bring in waste from other areas via tractor and trailer or transfer station. Republic's hauling corporation is not located in Loudon County and therefore will be bringing in waste without paying any local taxes and of course anything they pay themselves is intercompany and therefore at cost to run the facility giving them a large unfair competitive advantage over local, low cost haulers.
- For example, I received a call from a local hauler in Georgia that was impacted by the sale of a contract to run a county Landfill from Santek to Capital Waste Services which occurred at the same time as the Republic take over. Now the rate with fees is almost \$100 per ton and all of the local haulers except 2 have folded. The two that are left are trying to sell out but are not sure how much longer they can hold out. They have increased their rates to over \$30 per month and this is still not covering the impact of the increase.

## Our Impact on Loudon County

### TTS

- Close to 100 employees with almost all from Loudon Co.
- Only locally housed, local waste company
- All fuel purchased in Loudon Co.
- Shop auto supply stores local
- Shop office supplies locally
- Local utilities
- Loudon Co. Personal Prop tax and property tax on facilities
- Loudon Co. Business Tax
- All vehicle sales tax and registrations in Loudon Co.
- Affordable, good service
- Over 100K per year in charitable donations to local charities and schools
- Recycling numbers to state annually reported for Loudon Co. allowing the county to receive a number of grants for playgrounds etc.

### Five Star/TTS

- 20 employees from Loudon Co.
- Only locally housed, local waste company
- Majority of fuel purchased Loudon Co.
- Shop auto supply stores local
- Shop office supplies locally
- Local utilities
- Loudon Co. Personal prop tax and property tax on facilities
- Loudon Co. Business Tax
- All vehicle sales tax and registrations in Loudon Co.
- Upcoming affordable, good service in 22 months
- Local charitable donations
- Health care purchased locally in Loudon Co.

November 29, 2007 (Revised)

Mr. Harry Gillman  
Tennessee Trash Service, L.L.C.  
Lenoir City, TN. 22244

RE: Santek Environmental, Inc. Loudon County TN. Landfill  
Solid Waste, Disposal Rates on MSW, demolition material.

Dear Mr. Gillman

Thank you for giving Santek Environmental, Inc. the opportunity to provide you with a quote on your solid waste disposal needs. Santek will work with you to meet your disposal needs on your time schedule. Santek proposes the following quote:

Price per ton includes: ( See pricing Chart below)

- o All state & local taxes.
- o No Hazardous Material accepted.
- o Volume based pricing
- o Asbestos will need to be treated as special waste & manifested, Pricing for Asbestos will be as follows \$38.00 per ton. With a minimum of 1 ton charge.
- o Term of Contract will line up with the Landfill contract between Loudon County Solid Waste authority, & Loudon County Government.
- o CPI will be waived for the first two years of the agreement. Then would line up with the CPI given to Loudon County Solid Waste authority, & Loudon County Government. Not to exceed 4% in any one year.

**Volume Base Pricing**

	\$	\$	\$	\$	\$	\$
Price Per Ton	28.00	\$27.00	26.00	24.00	23.00	22.00
Tons Per month	100	200	300	400	500	600
						\$21.00
						700

Again, thank you for the opportunity to work together. If you have any questions, please call me at 706-277-7188 or at my cell number 706-463-0020.

Sincerely,

Kenny R. Fuquea  
Market Area Manager



650 25th Street, N.W., Suite 100  
Cleveland, Tennessee 37311  
(423)476-9160  
Toll Free: (800)457-9160  
Fax: (423)476-1952

Email: mail@santekenviron.com  
internet: www.santekenviron.com

*Landfill Solutions Under  
Local Government's Authority*

## DISPOSAL AGREEMENT

THIS AGREEMENT, dated as of the 18<sup>th</sup> day of JANUARY, 2008, is by and between SANTEK ENVIRONMENTAL, INC., a Tennessee corporation ("Santek") and TENNESSEE TRASH SERVICE, LLC, ("TTS") a Tennessee corporation.

### RECITALS:

WHEREAS, Santek presently operates the Matlock Bend Landfill (the "Landfill"), located on Highway 72 North in Loudon, Tennessee, and

WHEREAS, TTS desires to dispose of nonhazardous Solid Waste at the Landfill, and

WHEREAS, Santek is willing to accept disposal of such materials at the Landfill upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the parties hereto, intending to be legally bound, do hereby contract and agree as follows:

### ARTICLE I WORK TO BE PERFORMED

Section 1.1 General. During the term of this Agreement, TTS hereby engages Santek to dispose of and commits to delivering for disposal, and Santek hereby agrees to accept for disposal, waste produced or collected by TTS, which consists of nonhazardous, solid waste materials, classified as Inert Solid Waste or Municipal Solid Waste by the Tennessee Department of Environment and Conservation ("TDEC"), subject to the terms and conditions contained herein. TTS represents to Santek that such Solid Waste will comply with all requirements of federal, state and local laws for such materials to be classified as nonhazardous, solid waste materials. Special Waste, as per TDEC definitions, are to be disposed of by TDEC rules and regulations with regards to the Landfill; provided, that Santek reserves the right to refuse to accept any Special Waste. Without limiting the above representations, TTS represents that the Solid Waste shall not consist of any container tanks, liquids, asbestos, or hazardous waste materials regulated as "hazardous waste" under Subtitle C of the Resource Conservation and Recovery Act ( C A) or TDEC hazardous waste regulations.

Section 1.2 Quantities. The quantity of any Solid Waste to be disposed of at the Landfill shall be confirmed by weight tickets obtained from the scale at the Landfill and may be audited, at reasonable times and upon reasonable notice, by TTS.

Section 1.3 Delivery. TTS shall be responsible for transporting and delivering the Solid Waste to Santek's scale at the Landfill. Santek shall be responsible for disposing of the Solid

Waste at the Landfill.

Section 1.4 Title to Solid Waste. Santek shall have the right to inspect all Solid Waste and the right to reject and return to TTS at TTS's expense, all Solid Waste that does not conform to the requirements of this Agreement. Title to and all risks and responsibilities of generation and ownership of the Solid Waste delivered and disposed of hereunder shall always remain with TTS, regardless of Santek's acceptance thereof and the disposal of such material in the Landfill.

Section 1.5 Disposal. All Solid Waste will be disposed of at the Landfill by means selected at the sole discretion of Santek, provided such means comply with applicable local, state and federal laws governing the disposal of same.

Section 1.6 Right of Inspection. TTS agrees and grants that Santek has the authority to inspect any vehicle, load or volume of waste brought to landfill for violations of federal, state or local laws, statutes, ordinances, rules, regulations, permit conditions, etc., and Santek shall at its sole discretion, reject any load which Santek determines to be a potential violation to a federal, state or local law, statute, ordinance, rule, regulation or permit conditions. It shall be the responsibility of the TTS to manage the rejected load in a prudent and legal manner.

Section 1.7 Hazardous and Infectious Waste. The parties hereto agree that Santek is not licensed, permitted or intended for the disposition of hazardous or infectious wastes. TTS covenants and warrants that it will not deliver to Santek any hazardous, infectious or other regulated wastes or any substances prohibited from disposition in sanitary landfills by federal or state law, rule or regulation. The covenants and warranties of this Section shall survive the termination of this Agreement. TTS also covenants and warrants that it will not deliver to the landfill any barrels, drums, containers, vessels, etc. unless both ends have been removed, crushed and triple rinsed.

## ARTICLE II COMPENSATION

Section 2.1 Fees. TTS agrees to pay Santek a price per ton (the "Fee") for each ton of waste accepted and disposed of at the Landfill pursuant to the terms of this Agreement. The Fee is determined according to the following schedule:

<u>Tons Per Month</u>	<u>Price Per Ton</u>
100	\$28.00
200	\$27.00
300	\$26.00
400	\$24.00
500	\$23.00
600	\$22.00
700	\$21.00

This Fee includes the \$1.15/ton State of Tennessee solid waste surcharge and inspection fee.

The Fee does not include the price to dispose of Asbestos which will be \$38.00 per ton with a minimum one-ton charge per load.

Section 2.2 Rate Increases. The Fee established in Section 2.1 hereof will not be adjusted during the term of this Agreement, except that (a) TTS will reimburse the Landfill for its proportionate share of any expenditures required by federal, state or local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the date of this Agreement, and/or (b) On the third anniversary of the Commencement Date, Santek shall adjust the Fee on the anniversary of the Commencement Date thereafter to reflect increases, if any, since the Commencement Date, in the Consumer Price Index (new series)(the "United States City Average All Items For All Urban Consumers CPI-U, 1982-84= 100"), as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). The CPI increase will never exceed more than 4 percent in any one-year period.

The adjusted rate shall be established for the year following each anniversary of the Commencement Date, by multiplying each component of the Fee by a fraction, the numerator of which is the Price Index for the last full calendar month preceding the most recent anniversary date, and the denominator of which is the Price Index for the last full calendar month preceding the Commencement Date.

If publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable statistics on the cost of living for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event that the Price Index is no longer published annually for the last full calendar month preceding the Commencement Date, there shall be made in the method of computation herein provided such revisions as the circumstances may require to carry out the intent of this paragraph, 2.2.

Section 2.3 Transportation Costs. All transportation costs to deliver the Solid Waste to the Landfill shall be borne by TTS.

Section 2.4 Payment. TTS shall pay Santek all undisputed amounts arising under this Agreement in good funds within thirty (30) days from the date of invoice from Santek.

Section 2.5 Late Payments. In the event any payments required to be made by TTS hereunder are not paid when due, a late payment of 1.5% per month on all unpaid balances shall be due and payable.

**ARTICLE III**  
**OPERATIONAL REQUIREMENTS**

Section 3.1 Hours of Operation. Subject to any restrictions allowed or imposed on Santek under the Landfill Operating Agreement with the Loudon County Solid Waste Disposal Commission, as amended from time to time, Santek agrees to maintain the hours of operation of waste hauling truck traffic to and from the Landfill to the hours between 7:00 AM and 3:30 PM, Monday through Friday, and 7:00 AM and Noon Saturday, except for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**ARTICLE IV  
TERM AND TERMINATION**

Section 4.1 Term. This Agreement shall commence on December 12, 2007. The initial term of this Agreement shall be from the commencement of this Agreement through December 11, 2026.

Section 4.2 Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party in the event of a material breach by such other party. In the event such breach has not been cured within such 30-day period, all rights and obligations hereunder shall terminate, except the payment obligations under Section 2.1 that are then outstanding and except as otherwise provided by this Agreement. In addition, this Agreement shall be subject to cancellation in the event that the Landfill is closed by any regulatory authority having jurisdiction over the Landfill.

**ARTICLE V  
INSURANCE**

Section 5.1 Insurance Requirements. During the term of this Agreement, Santek shall secure and maintain at its expense, the following insurance with limits as specified:

- 1- Comprehensive general liability insurance, including broad form contractual liability coverage, with a combined single limit of not less than \$2,000,000.
- 2- Automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than \$500,000.
- 3- Worker's compensation coverage in the amount of state and federal statutory requirements and employers liability with a limit of not less than \$500,000.

Section 5.2 Evidence of Insurance. Prior to the commencement of any work under this Agreement, Santek shall furnish to TTS certificates of insurance, other evidence of the insurance coverage required by this Section in a form satisfactory to TTS, which attest that Santek's insurance meets these requirements.

Section 5.3 Notice of Changes, Substitution or Cancellation of Policies. Santek will notify TTS in writing within thirty (30) days of any substitution, cancellation, or material change in its insurance coverage.

## **ARTICLE VI INDEMNIFICATION**

**Section 6.1 Santek Indemnity.** Santek agrees to protect, indemnify, defend, and hold TTS and its present and future officers, directors, employees and agents harmless from and against any loss, damage, or expense by reasons of suits, claims, demands, judgments, and causes of action for personal injury, death, or property damage or other liabilities of any kind or nature whatsoever ("Losses") arising out of or in connection with Santek's gross negligence or willful misconduct in the performance of the disposal services in accordance with this Agreement. This indemnity shall survive termination of this Agreement.

**Section 6.2 TTS Indemnity.** TTS agrees to protect, indemnify, defend, and hold Santek and its present and future officers, directors, employees and agents harmless from and against any loss, damage, or expense by reasons of suits, claims, demands, judgments, and causes of action for personal injury, death, or property damage or their liabilities of any kind or nature whatsoever ("Losses") arising out of or in connection with the delivery and transportation of waste to the Landfill or the nature, characteristic or composition of the Solid Waste delivered by or on behalf of TTS, including without limitation those Losses that result from or arise out of TTS subcontractors', suppliers' or agents' or the employees' of any thereunder, gross negligence, willful misconduct, or breach of warranty or failure to perform the transportation and delivery services in accordance with this Agreement. This indemnity shall survive termination of the Agreement.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**Section 7.1 Independent Contractor.** Santek is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Santek nor anyone employed by Santek shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of TTS.

Section 7.2 Force Majeure. "Force Majeure" shall mean acts of God, war, riot, explosion, sabotage, fires caused by an unrelated third party, floods, earthquakes, epidemics and quarantine restrictions, labor strikes, suppliers' or vendors' strikes, freight embargos, severe weather conditions, legislative action, regulatory action or inaction, unavoidable breakage or accidents to machinery, equipment or plants, and any other events that, whether similar to those enumerated or otherwise, are not reasonably within the control of the party affected. In the event either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period, provided that Force Majeure shall not suspend the payment obligations under Section 2.1. Any time that a party intends to rely upon Force Majeure to suspend obligations as provided in this Section 2.1, such party shall notify the other party as soon as reasonably possible, setting forth the particulars of this situation. Notice shall again be given when the effect of the Force Majeure event has ceased.

Section 7.3 Addresses and Notices. Unless otherwise provided in this Agreement, any communication, request, reply, advice or other notice herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or be served by depositing the same with the United States Postal Service postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer or official of such party, or by prepaid telegram, addressed to the party to be notified. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be:

If to Santek: Santek Environmental, Inc.  
650 25th Street, NW, Suite 100  
Cleveland, TN 37311  
Att'n: Edward A. Caylor

With Copy To: Bass, Berry & Sims  
2700 First American Center  
Nashville, TN 37238-2700  
Att'n: Mr. Scott Thomas

If to TTS: Tennessee Trash Service, LLC  
Post Office Box 22244  
Knoxville, TN 37933  
Att'n: Harry Gillman

With Copy To:

The parties may at any time change their respective address and shall give at least fifteen (15) days written notice to the other party.

Section 7.4 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless in the mutual opinion of Santek and TTS the purposes of the Agreement are frustrated.

Section 7.5 Binding Effect. Each party represents and warrants to the other that this Agreement is binding upon and enforceable against such party and its permitted successors and assigns.

Section 7.6 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 7.7 Controlling Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

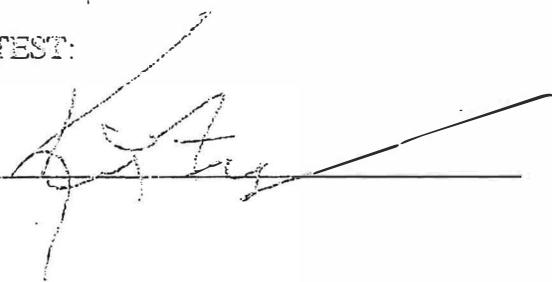
Section 7.8 Modification of Agreement. The provisions of this Agreement shall be modified only by written agreement duly executed by both parties.

Section 7.9 Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the matters contained herein and merges and supersedes prior agreements, commitments, representations, writings and discussions between them. In the event the terms and conditions of any purchase order conflict with this Agreement, the terms and conditions of this Agreement shall control, unless specifically provided otherwise in the purchase order.

**IN WITNESS THEREOF,** the parties hereto have duly executed this Agreement in duplicate copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

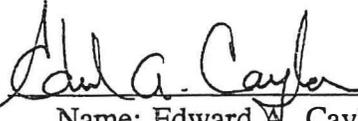
ATTEST:

By: \_\_\_\_\_



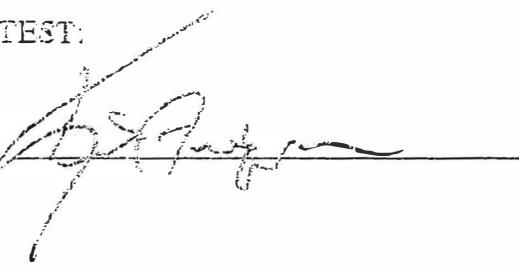
SANTEK ENVIRONMENTAL, INC.

By: \_\_\_\_\_

  
Name: Edward A. Caylor  
Title: President

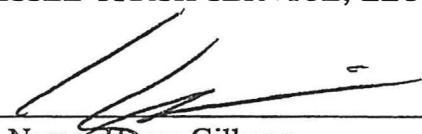
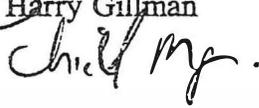
ATTEST:

By: \_\_\_\_\_



TENNESSEE TRASH SERVICE, LLC

By: \_\_\_\_\_

  
Name: Harry Gillman  
Title: 

CONTRACT ADDENDUM #1

THIS ADDENDUM, dated the 1st day of August, 2015, is by and between Santek Environmental, Inc. (hereinafter "Santek"), a Tennessee corporation, and Tennessee Trash Service, LLC (hereinafter "TTS"), a Tennessee limited liability company.

WHEREAS, the parties to the agreement to the Disposal Agreement of January 18, 2008 (hereinafter "Agreement"), wish to modify Agreement per Section 7.8 of the Agreement, regarding the timing and amount of contractual price increases,

NOW, THEREFORE, in consideration of mutual promises, covenants, obligations and benefits of said Agreement and this addendum, the parties, do modify, contract and agree as follows in regard to the Agreement:

Section 2.1 of said Agreement is hereby amended as follows:

*Section 2.1 Rate Increases: The Fee established in Section 2.1 hereof will not be adjusted during the term of this Agreement, except that (a) TTS will reimburse the Landfill for its proportionate share of any expenditures required by federal, state, or local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the date of this Agreement; and/or (b) On August 1, 2015, Santek shall adjust the Fee under Section 2.1 by 3.5% as agreed upon between the parties. Thereafter, there shall be no further increases until August 1, 2016. On August 1, 2016, and each one-year anniversary thereafter, Santek shall adjust the Fee reflected in Section 2.1 to reflect increases, if any, in the Consumer Price Index (new series) (the "United States City Average All Items for All Urban Consumers CPI-U, 1982-84=100"), as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). The CPI increase will never exceed more than 4 percent in any one-year period. Such adjustments can only be made August 1 of each year thereafter and will only reflect increases in the CPI and Price Index since the preceding anniversary date, creating the new rate for the next 12 month period. Notice of any increases will be given to TTS by June 15 of each year.*

*The adjusted rate shall be established for August 1, 2016 and each year anniversary thereafter by determining the percentage change in the Price Index between August 1 of the previous year and May 1 of the year thereafter, subject to the ceiling of 4 percent as stated above. Upon calculating such percentage increase, if any, Santek will forward notice of such rate, citation to the section of the Price Index relied upon, and the newly calculated rates to TTS by June 15, with the new rates to take effect on August 1 of such year.*

If publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable statistics on the cost of living for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event that the Price Index is no longer published annually for the last full calendar month preceding August 1, 2016, there shall be made a method of computation herein provided such revisions as the circumstances may require to carry out the intent of this paragraph, 2.2.

All portions of the Agreement not as above amended shall remain in full force and effect as previously agreed.

IN WITNESS THEREOF, the parties hereto have duly executed this addendum, and are hereby bound by its terms.

SANTEK ENVIRONMENTAL, INC.

BY: Tim Watts

PRINTED NAME: Tim Watts

Title: Chief Operating Officer

TENNESSEE TRASH SERVICES, LLC

BY: Kimberly A. Turner

PRINTED NAME: Kimberly A. Turner

Title: General Manager

**CONTRACT ADDENDUM #2**

THIS ADDENDUM, dated the 15<sup>th</sup> day of June, 2016, is by and between Santek Environmental, LLC (hereinafter "Santek"), a Tennessee Limited Liability Company, and Tennessee Trash Service, LLC (hereinafter "TTS"), a Tennessee limited liability company.

WHEREAS, the parties to the Disposal Agreement of January 18, 2008 (hereinafter "Agreement"), wish to modify the Agreement per Section 2.1 of the Agreement, regarding different fees being charged for materials accepted.

NOW, THEREFORE, in consideration of mutual promises, covenants, obligations and benefits of said Agreement and this addendum, the parties, do modify, contract and agree as follows in regard to the Agreement:

Section 2.1 of said Agreement is hereby amended as follows:

Section 2.1 Fees. Additionally TTS agrees to pay Santek a price per yard, \$5.00, (the "Fee") for each yard of OSD (Construction and Demolition Material) accepted and disposed of at the Loudon County Landfill pursuant to the terms of this Agreement.

Exclusions to the above would be Malibu Boats and Morgan Olsen as they are weighed Contracts.

All portions of the Agreement not as above amended shall remain in full force and effect as previously agreed.

IN WITNESS THEREOF, the parties hereto have duly executed this addendum, and are bound by its terms.

SANTEK ENVIRONMENTAL, LLC.

By: Tim Watts

PRINTED NAME: Tim Watts

Title: CEO

TENNESSEE TRASH SERVICES, LLC

By: Kim Turner

PRINTED NAME: Kim Turner

Title: General Manager

## Solid waste board given Santek acquisition update

BY PARKER WRIGHT  
PARKER.WRIGHT@NEWS-HERALD.NET

Loudon County Solid Waste Disposal Commission received more information April 13 on the purchase of Matlock Bend Landfill operator Santek Waste Services by Republic Services.

The sale has been in limbo for nearly a year during a lengthy review by the U.S. Department of Justice.

"The DOJ has signed off on a few documents that were filed on (March) 31," Ben Johnston, Santek representative, said. "They signed off on those documents back in — it was (April 9). I found out about it (April 12), which allowed for a tentative closure date to be established for May 3.

Now, all of the documents that were filed, including the divestures, etc., are all outlined on the Department of Justice website. All of that information is available to anybody who would like to go look at it. Tentatively, there is a closure date of May."

Larry Jameson, board member, asked board attorney Kevin Stevens if the current Santek contract included language on ownership change.

Stevens said there are no provisions that could protect the board from the acquisition and future dealings.

"This agreement or any portion of may not be assigned by the contractor without the express prior written consent of

the commission," Stevens said. "However, this isn't an assignment. They're purchasing a stock. It's not an assignment. It doesn't fit within that provision. I don't think there's anything in the contract that would address basically a stock acquisition and how that would impact the agreement."

Kelly Littleton-Brewster, board chairwoman, asked for clarification.

"An assignment would be if Santek said, 'We're going to assign this contract to a completely different company and let them run it but try and use this same agreement,'" Stevens said. "... Whereas Republic is just essentially becoming Santek by acquiring their stocks."

Jameson expressed desire to revisit the language in future negotiations. Stevens agreed.

In an unrelated matter, board member Hamilton has abruptly resigned from the

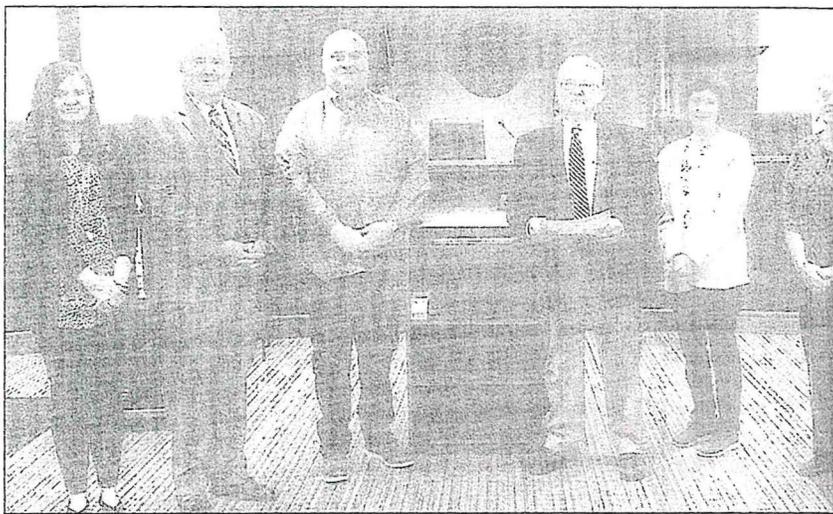
Littleton-Brewster included in the meeting packet and an email Hamilton to Loudon County Rollen "Buddy" Brown on March 10 following board's March 9 meeting.

Littleton-Brewster also serves on Loudon County Commission the board a replacement will be named prior

During Monday's commission work Bradshaw recommended county resident Pa

## Ivey sworn in

David Ivey, third from left, was sworn in Monday at city hall to serve as employee representative of the Lenoir City Civil Service Board. From left, are LaVonne Barbour, city executive assistant, Tony Alkens, Lenoir City mayor, Ivey, Jim Wilburn, city recorder-treasurer and civil service board members Monty Ross and Carol Beach.



SUBA

### COMMUNITY

#### Drug Take Back Day

Three medication disposal sites will be available 10 a.m.-2 p.m. Saturday at Walmart in Lenoir City, the

Welcome Center in Tellico Village and the Kahite Clubhouse near Vonore.

For prescription bottles of any color, empty pills into large baggies, securely recap the bottles, black out patient names on labels,

place recapped empty bottles in plastic grocery bags and bring baggies of pills and plastic bags to the drop site.

For over-the-counter bottles, empty pills into large baggies, place empty

recapped bottles in grocery bags and in baggie and plastic the drop site. Injectables, ophthalmics, topicals, syringes, and sharps will not be accepted.

### COMMUNITY

We welcome submissions to the

edition. call 865-986-2390

DESPERADO



SANTEK ENVIRONMENTAL INC - LOUDON  
650 25TH ST NW STE 100  
CLEVELAND TN 37311-1353

**Pay Your Bill Online!**  
www.santekenviro.com

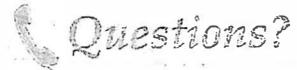
INVOICE Page 40 of 41

Invoice No. 0000007323  
Customer No. LO003012  
Due Date NET 30  
Amount Due \$252360.87

**Important Messages:**

Thank you for choosing Santek Waste Services! View, print or pay your bill online! Go to [www.santekenviro.com](http://www.santekenviro.com) and use the following information to get started:

Customer Number: LO003012  
Statement Date: 5/31/2019



Please Call (423) 303-7101  
Email: [billing@santekenviro.com](mailto:billing@santekenviro.com)  
Please include customer number in your email  
**Bank draft (Echeck) is now available online!**

Service Date	Service	Description	Reference	QTY	Disposal Rate	Amount
05/31/19	01	MSW	LC 404092	7.22TN	21.19000	152.99
05/31/19	01	MSW	LC 404095	7.54TN	21.19000	159.77
05/31/19	01	MSW	LC 404097	7.47TN	21.19000	158.29
05/31/19	02	C&D	LC 404099	30.00YD	5.11000	153.30
05/31/19	01	MSW	LC 404100	7.55TN	21.19000	159.98
05/31/19	01	MSW	LC 404108	6.21TN	21.19000	131.59
05/31/19	01	MSW	LC 404110	6.20TN	21.19000	131.38
05/31/19	01	MSW	LC 404115	6.86TN	21.19000	145.36
05/31/19	01	MSW	LC 404116	5.97TN	21.19000	126.50
05/31/19	01	MSW	LC 404119	5.61TN	21.19000	118.88
05/31/19	01	MSW	LC 404120	4.96TN	21.19000	105.10
05/31/19	01	MSW	LC 404122	7.42TN	21.19000	157.23
05/31/19	01	MSW	LC 404123	5.47TN	21.19000	115.91
05/31/19	02	C&D	LC 404125	30.00YD	5.11000	153.30
05/31/19	02	C&D	LC 404126	30.00YD	5.11000	153.30
05/31/19	01	MSW	LC 404127	5.06TN	21.19000	107.22
05/31/19	01	MSW	LC 404135	5.62TN	21.19000	119.09
05/31/19	02	C&D	LC 404143	30.00YD	5.11000	153.30
05/31/19	02	C&D	LC 404144	30.00YD	5.11000	153.30
05/31/19	01	MSW	LC 404145	2.50TN	21.19000	52.98
05/31/19	IN	TN INSPECTION FEE at \$0.35/TN		5340.78	0.00000	1869.50
05/31/19	SC	TN SURCHARGE at \$0.90/TN		5340.78	0.00000	4807.23
----- Material Summary -----						
	01	MSW		4155.02 TN		88044.88
	02	C&D		69.31 TN		1468.66
	02	C&D		4500.00 YD		22995.00
	08	SPW - PERMANENT		271.24 TN		5752.45

	Fast Due	Standard	Over 90 Days
Current	31-60 Days	61-90 Days	Ovr. 90 Days
\$125678.22	\$126682.65	\$0.00	\$0.00

Total This Invoice	\$ 125678.22	Please Pay This Amount	\$ 252360.87
--------------------	--------------	------------------------	--------------

If paying by mail, please detach and return bottom coupon with your payment.

We accept these credit cards online at [www.santekenviro.com](http://www.santekenviro.com), or by phone at (423) 303-7101.

Customer Number	Statement Date	Due Date	Amount Due	Amount Balance
LO003012	5/31/2019	NET 30	\$252360.87	\$252360.87
Invoice Number			0000007323	

AMOUNT PAID \$

PLEASE MAKE CHECKS PAYABLE & REMIT TO:

SANTEK ENVIRONMENTAL INC - LOUDON  
650 25TH ST NW STE 100  
CLEVELAND TN 37311-1353

TENNESSEE TRASH SERVICE, LLC  
PO BOX 22244  
KNOXVILLE TN 37933-0244



SANTEK ENVIRONMENTAL INC - LOUDON  
650 25TH ST NW STE 100  
CLEVELAND TN 37311-1353

*Loudon County Commission*  
**RESOLUTION 080122-B**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 036, PARCEL 095.00 LOCATED AT 3899 VINEYARD ROAD LOUDON COUNTY, TN, SITUATED IN THE 3<sup>RD</sup> 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 Daily Edition on July 20, 2022 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 3899 Vineyard Road, situated in the 1<sup>st</sup> Legislative District, referenced by Tax Map 036, Parcel 095.00 to be rezoned from A-1 (Agricultural-Forestry District) to C-2 (General Commercial District).

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

  
ATTEST

  
LOUDON COUNTY CHAIRMAN

  
APPROVED: LOUDON COUNTY MAYOR

DATE: 8.1.22

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

APPROVED: 9  
0

DISAPPROVED:       

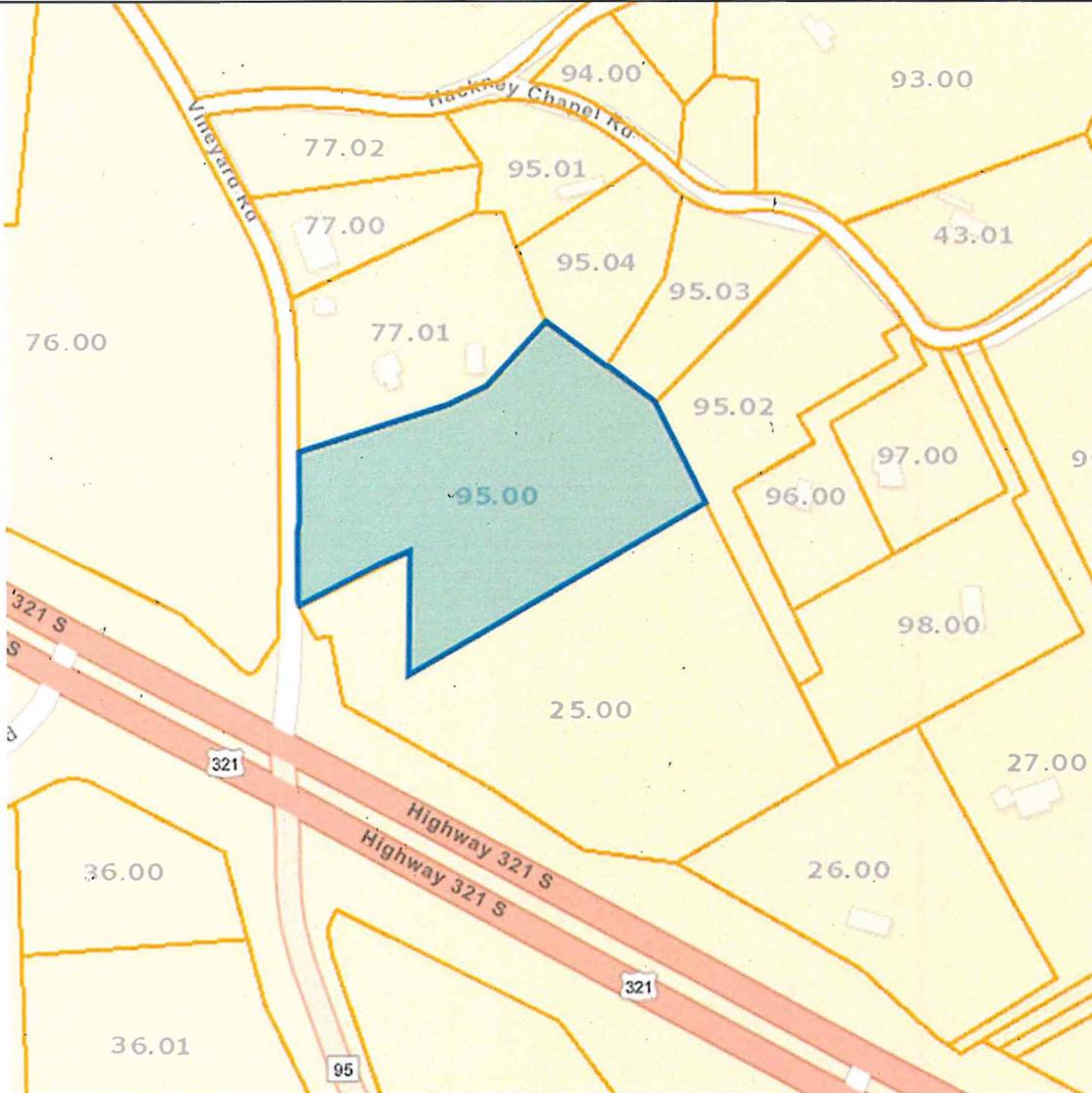
ABSTAINED:       

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: July 12, 2022

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

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURAL-FORESTRY DISTRICT) TO C-2 (GENERAL COMMERCIAL DISTRICT). REFERENCED BY LOUDON COUNTY TAX MAP 036, PARCEL 095.00 LOCATED AT 3899 VINEYARD ROAD., LOUDON COUNTY, TN, SITUATED IN THE 3<sup>RD</sup> LEGISLATIVE DISTRICT



*Loudon County Commission*  
**RESOLUTION 080122-D**

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 041, PARCEL 034.00 LOCATED AT POPLAR SPRINGS ROAD LOUDON COUNTY, TN, SITUATED IN THE 1<sup>ST</sup> 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 Daily Edition on July 20, 2022 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 Poplar Springs Road, situated in the 1<sup>st</sup> Legislative District, referenced by Tax Map 041, Parcel 034.00 to be rezoned from A-1 (Agricultural-Forestry District) to A-2 (Rural Residential District).

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

  
ATTEST

  
LOUDON COUNTY CHAIRMAN

  
APPROVED: LOUDON COUNTY MAYOR

DATE: 8.1.22

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

APPROVED: 9

DISAPPROVED: 0

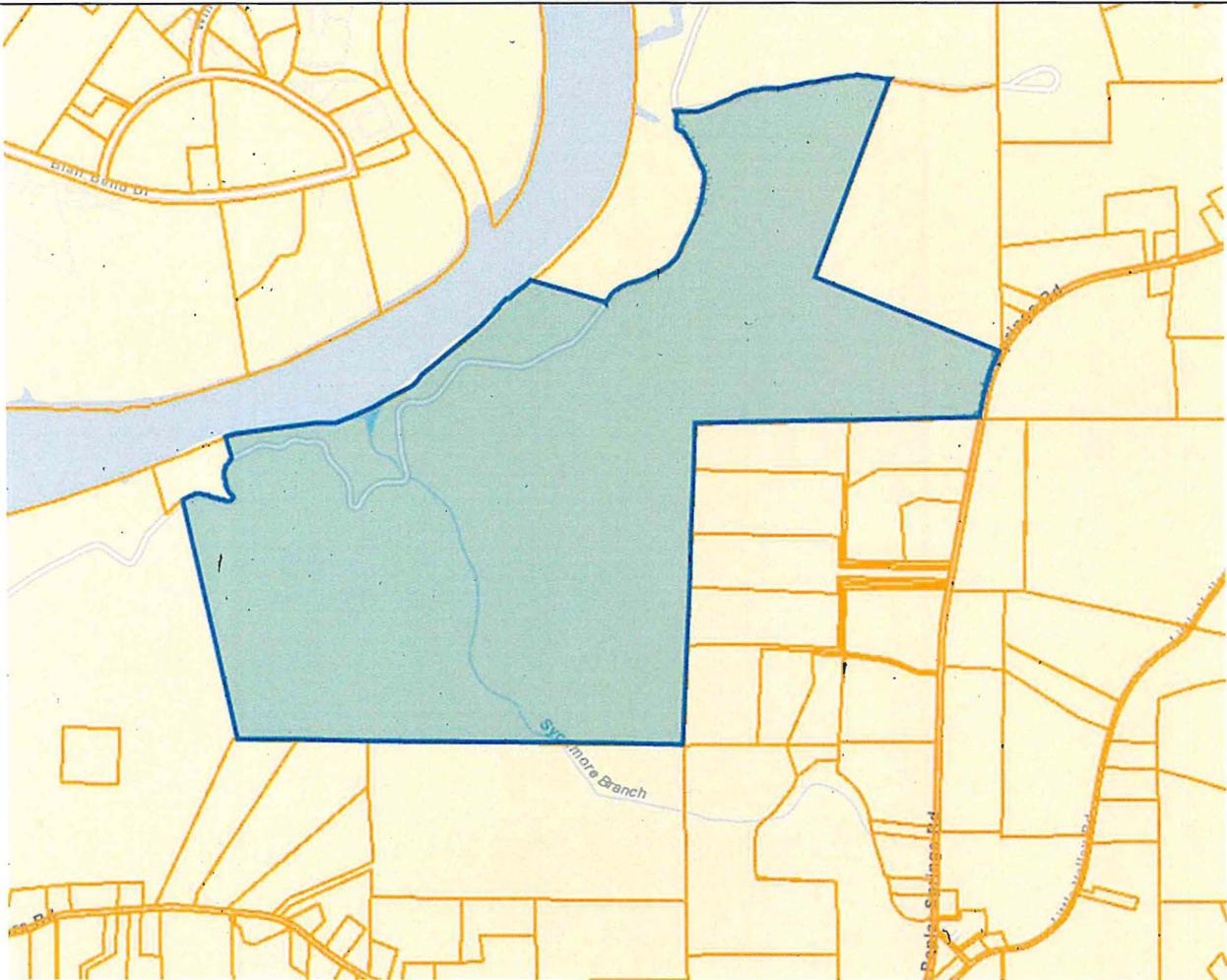
ABSTAINED: \_\_\_\_\_

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: July 12, 2022

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

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURAL-FORESTRY DISTRICT) TO A-2 (RURAL RESIDENTIAL DISTRICT). REFERENCED BY LOUDON COUNTY TAX MAP 041, PARCEL 034.00 LOCATED AT  
POPLAR SPRINGS ROAD.,  
LOUDON COUNTY, TN, SITUATED IN THE 1<sup>ST</sup>  
LEGISLATIVE DISTRICT



DRAFT

*Loudon County Commission*  
**EXHIBIT 080122-E**

\_\_\_\_\_(Space above this line for Recording Data)\_\_\_\_\_

**WARRANTY DEED**

OWNER & TAX PAYER:  
Loudon County

TAX EXEMPT

THIS INDENTURE, made and entered into on this the 6<sup>th</sup> day of July, 2022, by and between THE TELlico RESERVOIR DEVELOPMENT AGENCY, an agency created under the laws of the State of Tennessee pursuant to the Acts of 1982 (ADJ. S), Chapter 679, codified as Section 64-1-701, et seq., Tennessee Code Annotated, hereinafter designated Grantor, and LOUDON COUNTY, hereinafter designated Grantee.

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey unto the said Grantee, the following described premises subject to the right of reversion as hereinafter set out, to-wit:

SITUATED in the Third (3<sup>rd</sup>) Civil District of Loudon County, Tennessee, and containing two acres, as more particularly described in Map Cabinet K/368 in the Register's Office for Loudon County, Tennessee.

THIS CONVEYANCE is made subject to the following:

(a) the restrictions, conditions, limitations and easements and development standards contained in Contract No. TV-60000A, as supplemented, between the Tennessee Valley Authority acting on behalf of the United States of America and TRDA of record in the Register's Office for Loudon County, Tennessee, in Trust Book 187, page 819; as the same has been amended.

(b) the restrictions, conditions, limitations and easements as contained in that Special Warranty Deed from the Tennessee Valley Authority to TRDA dated December 22, 1982, of record in the Register's Office for Loudon County, Tennessee, in Book of Warranty Deeds, Vol. 148, page 870;

(c) the conditions and requirements of TRDA's Sewer Use Resolution dated June 15, 1988, as the same may be amended; and the conditions of TRDA's Storm Water Detention Resolution dated September 20, 1989, as the same may be amended.

(d) the restrictions, conditions, limitations and easements as contained in Map Cabinet K/368, in the Register's Office for Loudon County, Tennessee.

FOR SOURCE OF TITLE see deed of record in the Register's Office for Loudon County, Tennessee, in Book of Warranty Deeds, Vol. 148, page 870;

THIS CONVEYANCE is made upon the condition that Grantee erect and maintain a fire, ambulance, rescue and recovery, and law enforcement facility on the above-described property in conformance with the requirements of Contract No. TV60000A. Grantee agrees to complete construction of said fire, ambulance, rescue and recovery, and law enforcement facility within two years of the date of the conveyance herein. Grantee further agrees that, if said fire, ambulance, rescue and recovery, and law enforcement facility is destroyed or demolished, Grantee shall have the option to replace said structure with another building. If the Grantee elects to rebuild, it will submit plans for the construction to the Grantor for its approval within one hundred eighty (180) days after the destruction or demolition of the building. In the event the Grantee fails to erect or maintain a fire, ambulance, rescue and recovery, and law enforcement facility on the Premises, or elects not to rebuild, or the plans to rebuild the building are not approved by the Grantor, then and in that event, title to the Premises shall revert back to Grantor without any payment from Grantor to Grantee. In the event that either Grantor or its successor or assign ceases to exist, then this reversionary interest of Grantor shall be null and void and of no further force and effect.

THIS CONVEYANCE IS FURTHER made subject to the following conditions, restrictions, limitations and easements which are hereby imposed upon the Premises as a servitude to run with the land:

1. The Premises shall be used solely as a fire, ambulance, rescue and recovery, and law enforcement facility and no activities may be conducted upon the Premises that would not be directly related to the operation of said fire, ambulance, rescue and recovery, and law enforcement facility.

2. Any changes or alterations made to the facilities constructed on the Premises by the Grantee shall be made in accordance with the Industrial Development Standards for the Tellico Project as contained in "Contract No. TV-60000A.

3. Grantee agrees to connect to the sewer system within a reasonable time after notification by Grantor to do so.

4. Grantee shall not lease the Premises for profit without the prior written consent of Grantor.

This deed is executed pursuant to authority given by the Board of Directors of said agency.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its seal to be affixed and these presents to be signed by its Chairman of the Board and attested the day and date first above written.

TELLICO RESERVOIR  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Mich Ingram, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF TENNESSEE    )  
  SS  
COUNTY OF LOUDON    )

Before me, the undersigned authority, a Notary Public of said state and county, personally appeared Mitch Ingram, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chairman of the Board of the TELLICO RESERVOIR DEVELOPMENT AGENCY, the within named bargainer, an agency created under the laws of the State of Tennessee pursuant to the Acts of 1982 (ADJ. S), Chapter 679, codified as Section 64-1-701. et seq., Tennessee Code Annotated, and that he, as such Chairman of the Board, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Agency by himself as Chairman of the Board.

Witness my hand and seal at office this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**LOUDON COUNTY COMMISSION**

*Loudon County Commission*  
**RESOLUTION 080122 -F**

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

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

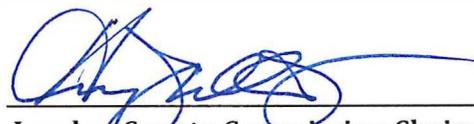
**WHEREAS**, appointments are necessary and/or desirable at this time with a 4 year rotation term; and

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

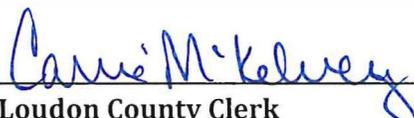
**AUDIT COMMITTEE**

<b>Appointee</b>		<b>Term Expiration</b>
William Jenkins	Commissioner	August 2026
Van Shaver	Commissioner	August 2026

**NOW, THEREFORE, BE IT RESOLVED** that the Loudon County Commission, meeting in regular session assembled this 1<sup>st</sup> day of August, 2022 hereby approves or acknowledges (as appropriate) the said appointments.

  
\_\_\_\_\_  
Loudon County Commission Chairman

**ATTEST:**

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

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

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

<b>Appointee</b>		<b>Term Expiration</b>
Charlie Bettis		August 2024
Gary Whitfield	Commissioner	August 2024

**LOUDON COUNTY COMMISSION**

*Loudon County Commission*  
**RESOLUTION 080122-G**

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

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

**WHEREAS**, appointments are necessary and/or desirable at this time with a 1 year rotation term; and

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

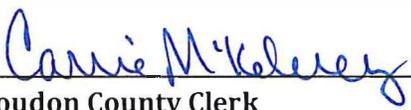
**BUDGET COMMITTEE**

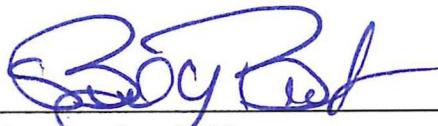
<u>Appointee</u>		<u>Term Expiration</u>
Gary Whitfield	Commissioner	August 2023
Henry Cullen	Commissioner	August 2023
Bill Satterfield	Commissioner	August 2023
Van Shaver	Commissioner	August 2023

**NOW, THEREFORE, BE IT RESOLVED** that the Loudon County Commission, meeting in regular session assembled this 1<sup>st</sup> day of August, 2022 hereby approves or acknowledges (as appropriate) the said appointments.

  
\_\_\_\_\_  
Loudon County Commission Chairman

**ATTEST:**

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

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

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

<u>Appointee</u>		<u>Term Expiration</u>
Buddy Bradshaw	County Mayor	Appointee
Tracy Blair	Budget Director	Appointee

**LOUDON COUNTY COMMISSION**

*Loudon County Commission*

**RESOLUTION 080122-H**

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

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

**WHEREAS**, appointments are necessary and/or desirable at this time with a 1 year rotation term; and

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

**PURCHASING COMMITTEE**

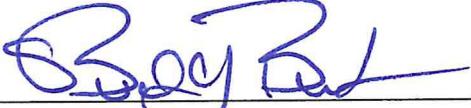
<u>Appointee</u>		<u>Term Expiration</u>
Adam Waller	Commissioner	August 2023
Rosemary Quillen	Commissioner	August 2023
Chase Randolph	Commissioner	August 2023
Bill Geames	Commissioner	August 2023
Buddy Bradshaw	County Mayor	August 2023
Susan Huskey	Purchasing Director	August 2023

**NOW, THEREFORE, BE IT RESOLVED** that the Loudon County Commission, meeting in regular session assembled this 1<sup>st</sup> day of August 2022 hereby approves or acknowledges (as appropriate) the said appointments.

  
\_\_\_\_\_  
COUNTY CHAIRMAN

**ATTEST:**

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

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

**LOUDON COUNTY COMMISSION**  
*Loudon County Commission*  
**RESOLUTION 080122-I**

**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 the authority to make certain committee and board appointments; and

*WHEREAS*, appointments are necessary and/or desirable at this time with a 1 year rotation term; and

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

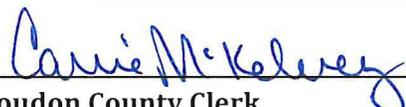
**CAPITAL PROJECTS COMMITTEE**

<u>Appointee</u>		<u>Term Expiration</u>
William Jenkins	Commissioner	August 2023
Chase Randolph	Commissioner	August 2023
Rosemary Quillen	Commissioner	August 2023
Adam Waller	Commissioner	August 2023
Susan Huskey	Purchasing Director	August 2023

*NOW, THEREFORE, BE IT 1<sup>st</sup>* day of August, 2022 hereby approves or acknowledges (as appropriate) the said appointments.

  
\_\_\_\_\_  
Loudon County Commission Chairman

**ATTEST:**

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

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

**Loudon County Commission  
RESOLUTION 080122-J**

A RESOLUTION AMENDING THE COUNTY GENERAL FUND 101  
TO MORE ACCURATELY REFLECT ANTICIPATED REVENUES AND EXPENDITURES  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023

*WHEREAS*, Loudon County Commission adopted the 2022 – 2023 budget that included the County General Fund 101 on June 27, 2022; and

*WHEREAS*, amendments in the revenue and/or expense budgets are now recommended to more accurately reflect anticipated and/or known revenues and expenditures for the current fiscal year; and

*WHEREAS*, sources of revenue for the amendments in revenue budgets include Local Option Taxes, Licenses and Permits, State and Federal Grants; as well as Other Sources; and

*WHEREAS*, amendments in the expense budgets will appropriate funds for expenditures that were unknown at the time of the original FY 2022 – 2023 budget adoption; and

*WHEREAS*, funds for amendments in the expense budgets that do not have a direct revenue stream will be provided for from the available fund balance; and

*WHEREAS*, the estimated Beginning Fund Balance will be updated to reflect the Year End Report (unaudited estimates) or audit (if available); thereby a more accurate budget.

*NOW, THEREFORE, BE IT RESOLVED*, that the FY 2022 - 2023 County General Fund 101 has been amended by Loudon County Commission.

*BE IT FURTHER RESOLVED*, that the projected fund balance at fiscal year-end has been adjusted and is summarized as follows:

	<u>Original Budget</u>	<u>Previously Approved Amends</u>	<u>Amends Approved this Res</u>	<u>Approved Amended Budget</u>
Estimated June 30, 2022 FB	10,252,490			
Less Restricted, Committed & Assigned	777,577			
Est. Avail. Fund Balance July 1, 2022	9,474,913			
Total Revenue & Transfers In	21,482,426	0	0	21,482,426
Total Available Funds	21,482,426	0	0	21,482,426
Total Expenditures & Transfers Out	23,970,761	0	29,822	24,000,583
Effect on Fund Balance	(2,488,335)	0	(29,822)	(2,518,157)
Ending Fund Balance	6,986,578	0	(29,822)	6,956,756

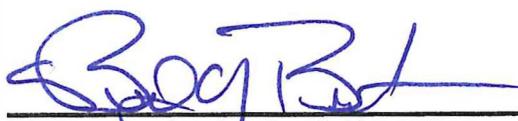
[SEE ATTACHED EXHIBIT \_\_\_\_ DETAILED SPREADSHEET]

*BE IT FINALLY RESOLVED*, that this resolution take effect immediately and is spread upon the minutes of Loudon County Commission meeting in regular session on

August 1, 2022

  
\_\_\_\_\_  
Loudon County Commission Chair

ATTEST:   
\_\_\_\_\_  
Loudon County Clerk

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

Loudon County  
County General Fund 101  
Fiscal Year Ending June 30, 2022

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account Number</b>		7/15/2022 16:34	<b>2022-2023</b>	<b>2022-2023</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3				<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
554								
555	51600		Register of Deeds					
556	101		County Official/Administrative Officer	97,183		97,183		97,183
557	162		Clerical Personnel	160,348		160,348		160,348
558	187		Overtime Pay			0		0
559	201		Social Security	15,967		15,967		15,967
560	204		State Retirement	17,280		17,280		17,280
561	206		Life Insurance	696		696		696
562	206-RET-LIF		Life Insurance	88		88		88
563	207		Medical Insurance	34,700		34,700		34,700
564	207-SRH1TH		Medical Insurance - Sr. Health	13,386		13,386		13,386
565	208		Dental Insurance	2,679		2,679		2,679
566	208-RET-DEN		Dental Insurance - Retirees			0		0
567	212		Employer Medicare	3,734		3,734		3,734
568	307		Communication	2,000		2,000		2,000
569	320		Dues and Memberships	1,500		1,500		1,500
570	330		Operating Lease Payments (Copier )	6,800		6,800		6,800
571	348		Postal Charges	1,800		1,800		1,800
572	355		Travel/Training	1,000		1,000		1,000
573	399		Other Contracted Services	24,000		24,000		24,000
574	399-REGIS		Other Contracted Services - Official's Reserve			0		0
575	414		Duplicating Supplies	200		200		200
576	433		Office Supplies	3,000		3,000		3,000
577	508		Premiums on Corporate Surety Bonds	500		500		500
578	513		Workers' Comp Insurance	2,464		2,464		2,464
579	709		Data Processing Equipment			0		0
580	711-REGIS		Office Furniture	0		0	8,260	8,260
581	719		Office Equipment	500		500		500
582						0		0
583			<b>Total Register of Deeds</b>	<b>389,825</b>	<b>0</b>	<b>389,825</b>	<b>8,260</b>	<b>398,085</b>
584								
585								
586								
587								
588								
589								
590								

\$8,250 from Clerk's Reserve. 6/30/22 balance = \$57,000  
No effect on FB  
[18]Jul\_01Aug2022]

Loudon County  
County General Fund 101  
Fiscal Year Ending June 30, 2022

	A	B	C	D	E	F	G	H
1			General Fund 101					
2			7/15/2022 16:34	2022-2023	2022-2023	Approved	Proposed	Proposed
3	Account Number			Org Bgt	Amds	Amded Bgt	Amds	Amded Budget
4								
1029								
1030	53300		General Sessions Court					
1031	162		Clerical Personnel	486,616		486,616		486,616
1032	169		Part-time Personnel	17,472		17,472		17,472
1033	187		Overtime Pay	10,000		10,000		10,000
1034	201		Social Security	31,873		31,873		31,873
1035	204		State Retirement	33,323		33,323		33,323
1036	206		Life Insurance	2,006		2,006		2,006
1037	206-RET-LIF		Life Insurance - Retirees	526		526		526
1038	207		Medical Insurance	104,498		104,498		104,498
1039	207-RET-MED		Medical Insurance - Retirees			0		0
1040	207 - SRHHTH		Medical Insurance - Sr. Health	2,141		2,141		2,141
1041	208		Dental Insurance	6,597		6,597		6,597
1042	208-RET-DEN		Dental Insurance-Retirees	1,598		1,598		1,598
1043	212		Employer Medicare	7,344		7,344		7,344
1044	307		Communication	4,000		4,000		4,000
1045	307-WIRE		Communication	1,000		1,000		1,000
1046	320		Dues and Memberships	500		500		500
1047	330		Operating Lease Payments (Copier)	8,500		8,500		8,500
1048	334		Maintenance Agreements	3,500		3,500		3,500
1049	337		Maintenance & Repair - Office Equipment			0		0
1050	348		Postal Charges	12,000		12,000		12,000
1051	349		Printing, Stationery, and Forms	10,000		10,000		10,000
1052	355		Travel	2,500		2,500		2,500
1053	399		Other Contracted Services (L.GDP)	23,000		23,000		23,000
1054	414		Duplicating Supplies	1,750		1,750		1,750
1055	435		Office Supplies	1,400		1,400	12,600	14,000
1056	513		Workers' Comp Insurance	8,008		8,008		8,008
1057	524		In Service/Staff Development	1,500		1,500		1,500
1058	708 SESSN		Communication Equipment - SESSN			0		0
1059	709		Data Processing Equipment	5,000		5,000		5,000
1060	709 SESSN		Data Processing Equipment			0		0
1061	711		Furniture and Fixtures	3,000		3,000		3,000
1062	719		Office Equipment			0		0
1063						0		0
1064			Total General Sessions Court	789,652	0	789,652	12,600	802,252
1065								

Error in Original Budget  
[18Jul\_01Aug2022]

Loudon County  
County General Fund 101  
Fiscal Year Ending June 30, 2022

	A	B	C	D	E	F	G	H
1			General Fund 101					
2	Account Number		7/15/2022 16:34	2022-2023	2022-2023	Approved	Proposed	Proposed
3				Org Bgt	Amds	Amndd Bgt	Amds	Amndd Budget
4								
1099								
1100	53400		Chancery Court					
1101	101		County Official/Administrative Officer	97,183		97,183		97,183
1102	162		Clerical Personnel	119,787		119,787	2,018	121,805
1103	169		Part Time Personnel			0		0
1104	201		Social Security	13,452		13,452	12 5	13,577
1105	204		State Retirement	14,559		14,559	13 5	14,694
1106	206		Life Insurance	684		684		684
1107	206-RET-LIF		Life Insurance	327		327		327
1108	207		Medical Insurance	44,469		44,469		44,469
1109	207-RET-MED		Medical Insurance			0	[18Jul_01Aug2022]	0
1110	207-SRHTI		Medical Insurance	8,771		8,771		8,771
1111	208		Dental Insurance	2,790		2,790		2,790
1112	208-RET-DEN		Dental Insurance-Retirees	2,424		2,424		2,424
1113	212		Employer Medicare	3,146		3,146	29	3,175
1114	307		Communication	3,500		3,500		3,500
1115	320		Dues and Memberships	1,050		1,050		1,050
1116	330		Operating Lease Payments (Copier)	3,800		3,800		3,800
1117	331		Legal Services			0		0
1118	334		Maintenance Agreements			0		0
1119	337		Maintenance & Repair - Office Equipment	1,500		1,500		1,500
1120	348		Postal Charges	7,500		7,500		7,500
1121	349		Printing, Stationery, and Forms	1,500		1,500		1,500
1122	355		Travel	3,700		3,700		3,700
1123	399		Other Contracted Services	23,000		23,000		23,000
1124	399-DQ TAX		Delinquent Tax Sale pmt to Clerk & Master	4,300		4,300		4,300
1125	414		Duplicating Supplies	700		700		700
1126	435		Office Supplies	2,500		2,500		2,500
1127	471		Software			0		0
1128	508		Premium on Corporate Surety Bonds	500		500		500
1129	513		Workers' Comp Insurance	2,464		2,464		2,464
1130	524		In Service/Staff Development	2,000		2,000		2,000
1131	719		Office Equipment	3,000		3,000		3,000
1132						0		0
1133			Total Chancery Court	368,606	0	368,606	2,307	370,913

Loudon County  
County General Fund 101  
Fiscal Year Ending June 30, 2022

	A	B	C	D	E	F	G	H
1	General Fund 101							
2	7/15/2022 16:34			2022-2023	2022-2023	Approved	Proposed	Proposed
3	Account Number			Org Bgt	Amds	Amded Bgt	Amds	Amded Budget
4								
1662								
1663	56300		Senior Citizens Assistance					
1664	105		Supervisor/Director	45,894		45,894		45,894
1665	161		Office on Aging Director	33,280		33,280		33,280
1666	189		Other Salaries and Wages	68,599		68,599		68,599
1667	201		Social Security	9,162		9,162		9,162
1668	204		Retirement	9,916		9,916		9,916
1669	206		Life Insurance	680		680		680
1670	206-RET-LIF		Life Insurance - Retirees	392		392		392
1671	207		Medical Insurance	38,311		38,311		38,311
1672	207-RET-MED		Medical Insurance - Retirees	6,682		6,682		6,682
1673	207-SRHTH		Medical Insurance - Sr. Health	6,422		6,422		6,422
1674	208		Dental Insurance	2,406		2,406		2,406
1675	208-RET-DEN		Dental Insurance-Retirees	648		648		648
1676	212		Employer Medicare	2,143		2,143		2,143
1677	307		Communication	4,900		4,900		4,900
1678	316-FDIBOX		Contributions - Food Box Program	0		0	4,608	4,608
1679	330		Operating Lease Payments (Copier)	2,200		2,200		2,200
1680	333		Licenses	2,000		2,000		2,000
1681	336		Maintenance and Repair Services-Equipment	1,637		1,637		1,637
1682	338		Vehicle Maintenance	5,000		5,000		5,000
1683	348		Postal Charges	200		200		200
1684	349		Printing, Stationery, and Forms	1,500		1,500		1,500
1685	355		Travel	900		900		900
1686	399		Other Contracted Services	6,300		6,300		6,300
1687	410		Custodial Supplies	900		900		900
1688	414		Duplicating Supplies	200		200		200
1689	422 LUNCH		Food Supplies	8,000		8,000		8,000
1690	425		Gasoline	5,000		5,000		5,000
1691	435		Office Supplies	300		300		300
1692	450		Tires & Tubes	1,000		1,000		1,000
1693	452		Utilities	15,000		15,000		15,000
1694	499		Other Supplies and Materials	700		700		700
1695	513		Workers' Comp Insurance	2,464		2,464		2,464
1696	599		Other Charges	1,500		1,500		1,500
1697	599-SRCTZ		Other Charges	0		0		0
1698	719		Office Equipment	500		500		500
1699	790-TCAD		Other Equipment	0		0		0
1700				0		0		0
1701			Total Senior Citizens Assistance	284,736	0	284,736	4,608	289,344
1702								
1703	56700		Parks and Fair Boards	0		0		0
1704	316		Contributions	0		0		0
1705				0		0		0
1706								
1707	Total Social, Cultural, and Recreational Services			284,736	0	284,736	4,608	289,344

Loudon County  
County General Fund 101  
Fiscal Year Ending June 30, 2022

	A	B	C	D	E	F	G	H
1			General Fund 101					
2	Account Number		7/15/2022 16:34	2022-2023	2022-2023	Approved	Proposed	Proposed
3				Org Bgt	Amds	Amded Bgt	Amds	Amded Budget
1753								
1754	58000		Other General Government					
1755	58110		Tourism					
1756	316		Contributions (Visitor's Bureau)			0		0
1757	316		Contributions (Visitor's Bureau)	0		0		0
1758								
1759			Total Tourism	0	0	0		0
1760								
1761	58120		Economic and Industrial Agencies					
1762	320		Dues and Memberships			0		0
1763	320		Dues & Memberships ( E TN Dev District)	3,885		3,885	2,047	5,932
1764	316		Contributions			0		0
1765	316		Contributions (Loudon Co Ec Dev Ag)	169,860		169,860		169,860
1766	316		Contributions (Innovation Valley)	0		0		0
1767								
1768			Total Economic and Industrial Agencies	173,745	0	173,745	2,047	175,792
1769								
1770								
1771	58130		Housing and Urban Development					
1772	316		Contributions			0		0
1773	341		Pauper Burials			0		0
1774								
1775			Total Housing and Urban Development	0	0	0	0	0
1776								

FY 2023 increase in assessment  
[18Jul\_01Aug2022]

*Loudon County Commission*  
*EXHIBIT 080122-K*

**Loudon County Budget Committee**  
**Meeting Minutes**  
**May 16, 2022**

**COMMITTEE MEMBERS:**

Mayor Rollen "Buddy" Bradshaw, Chair  
Commissioner Henry Cullen, Vice Chair  
Commissioner Bill Satterfield  
Commissioner David Meers  
Commissioner Van Shaver  
Tracy Blair, Budget Director

Mayor Bradshaw, Commissioner Shaver, Commissioner Satterfield and Commissioner Cullen were present; Commissioner Meers was absent.

The following items were considered:

***Consideration of approval of minutes for April 18, 2022 meeting***

Commissioner Shaver made the motion to approve; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

***Consideration of recommendation to approve application/acceptance of \$3,975 increase in the EMPG grant; required matching funds from EMA operating budget***

Commissioner Shaver made the motion to recommend approval; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

***Consideration of recommendation to approve amendment/line adjustments in the following funds:***

***County General Fund 101***

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

***Highway Department Fund 131***

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

***General Purpose School Fund 141***

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

**Recommendations from Capital Projects Committee**

Capital Projects Committee Chair Kelly Brewster presented the following recommendations from the Capital Projects Committee:

1. \$6,000 for software for the Building and Codes Department  
Commissioner Shaver made the motion to recommend approval; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.
2. \$10,000 additional for Luttrell Community Center  
Commissioner Satterfield made the motion to recommend approval; seconded by Mayor Bradshaw; **PASSING UNANIMOUSLY** upon the vote.

These will be appropriated in the FY 2023 budget.

All business concluded; the meeting was adjourned.



Mayor Rollen "Buddy" Bradshaw  
Budget Committee Chair

**Loudon County Budget Committee  
Meeting Minutes  
June 20, 2022**

**COMMITTEE MEMBERS:**

Mayor Rollen "Buddy" Bradshaw, Chair  
Commissioner Henry Cullen, Vice Chair  
Commissioner Bill Satterfield  
Commissioner David Meers  
Commissioner Van Shaver  
Tracy Blair, Budget Director

Mayor Bradshaw, Commissioner Shaver, Commissioner Satterfield, Commissioner Cullen, and Budget Director Tracy Blair were present; Commissioner Meers was absent. Commissioner Kelly Brewster and Commissioner Gary Whitfield arrived while the meeting was in process.

The following items were considered:

***Consideration of approval of minutes for May 16, 2022 meeting***

Commissioner Shaver made the motion to approve; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

***Consideration of recommendation to approve application/acceptance of \$25,000 Homeland Security Grant for FY 2022-2023; no matching funds required***

Commissioner Shaver made the motion to recommend approval; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

***Consideration of request for wage increases – Mike Campbell, Assessor of Property***

Members of the committee received a copy of documentation from Mr. Campbell explaining the request. After a brief discussion, Commissioner Satterfield made the motion to deny the request. This motion was seconded by Commissioner Shaver and **PASSED** upon the vote; **THREE (3) YES, ONE (1) NO [BRADSHAW]**

***Consideration of recommendation to approve amendment/line adjustments in the following funds:***

***County General Fund 101***

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

**Public Libraries Fund 115**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

**Recycling Centers Fund 116**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

**Drug Control Fund 122**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

**Highway Department Fund 131**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

**General Purpose School Fund 141**

**School Federal Projects Fund 142**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

**General Capital Projects Fund 171**

**Education Capital Projects Fund 177**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Cullen; **PASSING UNANIMOUSLY** upon the vote.

**Request to pay attorney fees associated with Tellico Village POA application to TDEC for wastewater grant – Mayor Buddy Bradshaw**

Mayor Bradshaw explained that legal counsel will be secured to prepare an indemnity agreement between the County and the POA. Continuing, the mayor stated the POA will reimburse the county for all legal fees incurred, and requested the Committee's approval. Commissioner Shaver made the motion to recommend approval; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

**Loudon County EDA Contribution – Mayor Buddy Bradshaw**

Per Mayor Bradshaw, the recommended FY 2023 appropriation to Loudon County EDA fall short of the required county percentage under TCA. Commissioner Shaver stated that Loudon County EDA meets the requirements of a Cooperative EDA; however, Loudon County's Interlocal Agreement requires more. Mayor Bradshaw expressed his desire to alert the Committee and suggested that it's wiser to increase the amount when compared to possible legal fees. The consensus was to leave the recommendation as it is. **NO ACTION TAKEN**

**School Federal Projects Fund 142**

Commissioner Shaver made the motion to approve the line adjustments and recommend approval of the amendments; seconded by Commissioner Satterfield; **PASSING UNANIMOUSLY** upon the vote.

**Recommendations from Capital Projects Committee**

Capital Projects Committee Chair Kelly Brewster presented a recommendation to approve \$978,900 from AFT in Education Capital Projects Fund 177 for BOE facility repairs. This request is part of the BOE's Five Year Plan of building maintenance. Commissioner Shaver made the motion to recommend approval; seconded by Commissioner Cullen. The motion **PASSED** upon the vote, **THREE [3] YES, ONE [1] NO (Satterfield)**.

This recommendation will be included in the FY 2022-2023 budget.

All business concluded; the meeting was adjourned.



---

Mayor Rollen "Buddy" Bradshaw  
Budget Committee Chair

LOUDON COUNTY CLERK  
CARRIE MCKELVEY COUNTY CLERK  
101 MULBERRY ST STE 200  
LOUDON TN 37774  
Telephone 865-458-3314  
Fax 865-458-9891

Notaries to be elected August 01,2022

---

KATELAND L BAUM  
SHENNA CORTEZ  
JESSICA DAWSON  
TONYA J FREELS  
APRIL LEWELLYN  
KELLY MCKEEVER

ADAM BLAKE MOORE  
MARK PITMAN  
ROSEMARY HINES QUILLEN  
ANDREA VIARS  
TERESA WALLACE

*Loudon County Commission*  
**EXHIBIT 080122-M**