## Loudon County Commission

London, Tennessee<br>Monday, April 3, 2023<br>Courthouse Annex<br>6:00 pm

AGENDA
Regular meeting

1) Opening of Meeting, Pledge of Allegiance to the Flag of the United States, Invocation
2) Roll Call
3) Adoption of April 3,2023 County Commission Agenda
4) Reading and Acceptance of March 6,2023 Loudon County Commission Minutes
5) General Public comments
6) Mayor - Buddy Bradshaw
A. Confirmation for Erin Rice - Finance Director
B. Buards \& Committees
7) Appointment for Solid waste Commission
c. Opioid Settlement for Loudon County
D. Proclamation - Tracy Blair
E. Proclamation - Kenny Ridings
F. Proclamation - Tennessee Donor Services / April National Donate Life Month
8) Loudon County Economic Development Executive Director - Jack Qualls
A. Purchase industrial property
9) Loudon County Procurement Director - Matt Kleinschmidt
A. Large format printer lease renewal for Register of Deeds (24months at $\$ 209$ month)
B. Courthouse Phase 2 renovation plans and alternates not covered by fire/codes repairs.

Total cost of alternates $\$ 149,483$

## 9) Director of Accounts and Budgets - Tracy Blair / Erin Rice

A. Consideration of recommendation to approve application/acceptance of the following grants:

1. $\$ 49,200$ Fy 2023-2024 Litter Grant - no matching funds
2. $\$ 516,400$ FY 2023-2024 DGA Grant - no matching funds
3. $\$ 16,000$ DOE 2023 Grant - no matching funds
A. Consideration of recommendation to approve Statutory Bond for the Director of Accounts and Budgets
B. Consideration of recommendation to acknowledge TCRS employer contribution rate effective July 1, 2023
C. Consideration of recommendation to approve resolutions regarding Truist Bank
D. Consideration of recommendation to approve distributions to the following Non-Profit Organizations Serving Loudon County, Tennessee:
4. Tellico Village Fire Department - $\$ 275,000$
5. Philadelphia Fire Department - $\$ 50,000$
6. The Friends of the Tellico Village Library - $\$ 70,000$
7. Tellico Reservoir Development Agency - $\$ 20,000$
8. Loudon County Sheriff's Department Benevolent Fund - $\$ 20,000$
9. Dunbar Rosenwald Foundation - $\$ 20,000$
10. Kiwanis Club of Tellico Village - $\$ 10,000$
E. Consideration of approval of line adjustments and/or recommendation to approve amendments in the following funds:
11. County General Fund 101
12. Drug Control Fund 122
13. Special Revenue Fund - ARPA 127
14. Highway Department Fund 131
15. General Capital Projects Fund 171
F. Distribution of monthly reports
10) Commissioner - Adam Waller
A. Audit Committee Resolution
B. Bonds and Notaries

Carol D. Anthony, Yvette K. Arnold, Kathy E. Finger, Charles A. Hale, Malia Dionne Hodge, Rhonda Gail Knittel, Melissa A. Lawson, Paul C. Mingee III, Kristina F. Mingee, Ruth Elaine Minor, Mist Minton, Jay W. Morello

## Loudon County Commission

April 3, 2023

Minutes for Approval
February 21, 2023

# LOUDON COUNTY COMMISSION <br> LOUDON COUNTY, TENNESSEE <br> Monday, March 6, 2023 Courthouse Annex Building <br> 6 P.M. 

DRAFT COPY<br>Not Approved

## 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, TOREZONE FROM C-2, GENERAL COWMERCIAL
DISTRICT TOR-1, SUBURBAN-RESIDENTIAL DISTRICT. LOUDON COUNTY
TAX MAP O2OD, PARCEL O11.O0. LOCATED 270 HALLSTREET LOUDON COUNTY,
TN, SITUATED IN THE 2ND LEGISLATIVE DISTRICT

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY. TENNESSEE, PURSUANT TO CHAPTER SEVEN, $913-7-105$ OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT: LOUDON COUNTY TAX MAP 044, PARCEL O45.00 LOCATED AT 25805 HWY 321, LOUDON COUNTY, TN, SITUATED IN THE $3^{\text {RD }}$ 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 $6^{\text {th }}$ day of March 2023. Commission Chairman Henry cullen called the meeting to order at 6:00 pm.

Commissioner whitfield 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.

Upon Roll call, the following commissioners were present: Chase Randolph, Bill Geames, william Jenkins, Rosemary Quillen, Bill Satterfield, Gary Whitfield, Henry Cullen, Joe Morrison, Van Shaver, Adam waller (10)

Also present, was the Honorable Mayor Buddy Bradshaw, Director of Accounts and Budgets, Tracy Blair, Interim Director of Accounts and Budgets, Erin Rice and and Chief Deputy, Tammie Wampler.

Commission Chairman cullen requested that the March 6, 2023 agenda be adopted. commission Jenkins made a motion to accept the agenda. Commissioner Quillen seconded the motion.

Upon voice vote, the motion PASSED unanimously.
Commission Chairman Cullen requested that the February 6, 2023 Loudon County commission Meeting minutes be accepted. Commissioner whitfield made the motion to accept the minutes as written. Commissioner Geames seconded the motion.

Upon voice Vote, the motion PASSED.
Commission Chairman cullen called to the floor those who signed up for General Public comments. The following people spoke:

Stephen Eimerss - Updating Safety Barrier System / Guard Rails
Pat Hunter - Archives
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 270 Hall Street
(8) Zoning Resolution 25805 Hwy 321
(9) Zaning Resolution Poplar
Springs Road
(10) TN Highway Safety Grant
(11) Opposition to State bills Letter Sent

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. TOREZONE FROM C-2, GENERAL COMMERCIAL DISTRICT TOR-1, SUBURBAN-RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 020D. PARCEL 011.00. LOCATED 270 HALL STREET LOUDON COUNTY, TN, SITUATED IN THE 2ND LEGISLATIVE DISTRICT

Commissioner Jenkins made a motion to approve the zoning resolution for the $2^{\text {nd }}$ district. Commissioner Quillen seconded the motion.

Commissioner Cullen called for voice vote.
Upon voice vote the motion PASSED unanimously. (10/01 RESOLUTION 030623-A
Loudon County Codes Enforcement Director - Jim Jenkins presented to commission: A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY TENNESSEE, PURSUANT TO CHAPTER SEVEN, 513-7-105 OF THE TENNESSEE CODE ANNOTATED. TO REZONE FROM A-1, AGRICULTURAL-FORESTRY DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT. LOUDON COUNTY TAX MAP 044, PARCEL 045.00 LOCATED AT 25805 HWY 321, LOUDON COUNTY, TN, SITUATED IN THE $3^{\text {RD }}$ LEGISLATIVE DISTRICT

Commissioner Satterfield made a motion to approve the zoning resolution for the $3^{\text {rd }}$ district. Commissioner whitfield seconded the motion.

Commissioner cullen called for voice vote.
Upon voice vote the motion PASSED unanimously. (10/0) RESOLUTION 030623-B
Mayor Bradshaw presented to County Commission the nomination to appoint Nancy Gregg to the public Records Commission.

Commissioner Jenkins made a motion to add Nancy Gregg to the Public Records Commission. Commissioner Randolph seconded the motion.

Commissioner cullen called for voice vote.
Upon Voice vote the motion PASSED unanimously. (10/0) RESOLUTION 030623-C
Commission Chairman Cullen presented to commission for approval the Tennessee Highway Safety Grant Application with no matching funds. ( $\$ 30,000$ ) Chief Deputy Zach Frye was called to the floor to give more information about how the grant money would be used for the Sheriff's office.

Commissioner waller made a motion to approve the Grant request. Commissioner whitfield seconded the motion.
commission Chairman cullen called for a Roll call vote.
The following commissioner voted AYE:
Geames, Jenkins, Quillen, Satterfield, whitfield, Cullen, Morrison, Shaver, Waller, Randolph (10)

The motion PASSED. (10/0)
Commissioner Shaver made a motion for County Commission to send a letter of opposition to state representatives on certain bills.

Commissioner Randolph seconded the motion.


The motion PASSED. (10/0) RESOLUTION 030623-E
(15) ARPA Funds District 4
16) ARPA FundsDistrict 7

Interim Director of Accounts and Budgets Erin Rice presented to commission for consideration of recommendation to approve Resolution to appropriate ARPA Funds Distric+ 4:

1) $\$ 50,000$ to Philadelphia Fire Department

Commissioner whitfield made a motion to approve the ARPA Funds for District 4. commissioner Shaver seconded the motion.

Commission Chairman cullen called for a Roll call vote.
The following commissioner voted AYE:
Satterfield, Whitfield, Cullen, Morrison, Shaver, waller, Randolph, Geames, Jenkins, Quillen (10)

The motion PASSED. (10/0) RESOLUTI,ON 030623-E
Interim Director of Accounts and Budgets Erin Rice presented to commission the consideration of recommendation to approve Resolutions to appropriate ARPA funds District 7 :

1) $\$ 20,000$ to Tellico Reservoir Development Agency (TRDA)
2) $\$ 70,000$ contribution to Friends of Tellico Village Library

Commissioner Shaver made a motion to approve the ARPA Funds for District 7. Commissioner Quillen seconded the motion.

Commission Chairman cullen called for a Roll call vote.
The following commissioner voted AYE:
Whitfield, Cullen, Morrison, Shaver, Waller, Randolph, Geames, Jenkins, Quillen, Satterfield, (10)

The motion PASSED. (10/0) RESOLUTION 030623-G
Interim Director of Accounts and Budgets Erin Rice presented to commission consideration of recommendation to approve amendments in the following funds:

1) County General Fund 101 RESOLUTION 030623 H
2) Special Revenue (ARPA) Fund 127 RESOLUTION 030623-I
3) Highway Department Fund 131 RESOLUTION 030623-J
4) General Purpose School Fund 141 RESOLUTION $030623-\mathrm{K}$
5) School Federal Projects Fund 142 RESOLUTION $030623-\mathrm{L}$
6) Central Cafeteria Fund 143 RESOLUTION 030623-M

Commissioner whitfield made a motion to approve the budget amendments items 1-6.
commissioner Shaver seconded the motion.
Commission Chairman cullen called for a Roll call Vote.
The following commissioner voted AYE:
cullen, Morrison, Shaver, waller, Randolph, Geames, Jenkins, Quillen, Satterfield, whitfield (10)

The motion PASSED. (10/0)
(18) Distribution of Monthly Reports
(19) Bonds \& notaries
(20) Adjournment

Interim Director of Accounts and Budgets Erin Rice asked that the record reflect that prior to the meeting the following reports were distributed:

1) Summary Financial Statement - February 2023 EXHIBIT $030623-\mathrm{N}$

Commissioner waller made a motion to approve the Bonds and Notaries as follows:
Carrie E. Craig, Tim Curtis, Joylynda R. Demoustes, Danielle Genee Flowers, Stacy Amanda Grubb, Shelley Hendrix, Tabitha A. Hunt, Julia Cheyanne Hurley, Tabitha Brooke Ivey, Karen R. Martin, Terri Lyn Mills, Dane A. Ogden, Jessica L. Raab, Allison Elaine Rutherford

Commissioner Shaver seconded the motion.
Commissioner cullen called for voice Vote.
Upon voice vote the motion PASSED unanimously. (10/0) EXHIBIT 030623-0
There being no further business a motion was made by commissioner waller and seconded by commissioner Jenkins, the March 6,2023 County Commission meeting was adjourned at 7:05 pm.

Loudon County Commission Chairman

ATTEST:

Loudon County Clerk

## Loudon County commission

April 3, 2023

Opioid Settlement Opioid Settlement for Loudon County

## RESOLUTION IN SUPPORT OF DRUG DEALER LIABILITY ACT LAWSUIT

The Loudon County Legislative Body mecting in regular session on the $\qquad$ day of 2021, a quorum being present and a majority voting in the affirmative, hereby RESOLVES as follows:

WHEREAS, Loudon County, as well as other counties in Tennessee and in surrounding states, has experienced an epidemic related to the distribution and use of opioids by its citizens that has generated critical issues and problems for Loudon County, including but not limited to opioid addiction by Loudon County citizens, drug overdose deaths, the birth of drug dependent babies, a rise in criminal charges convictions for the illegal sale and use of opioids as well as other crimes resulting from the opioid abuse epidemic, including but not limited to burglary, theft, and fraud, and the lost of productivity of the citizens in the workplace, damage and destruction to the family unit, all resulting from the illegal sale, distribution, and use of opioids in Loudon County;

WHEREAS, District Attomey Russell Johnson is the duly elected District Attorney General for the $9^{\text {th }}$ Judicial District of the State of Temnessee;

WHEREAS, General Johnson brought a lawsuit in 2017 through the law firm of Branstetter, Stranch \& Jemnings, PLLC to recover money for Loudon County under Tennessee's Drug Dealer Liability Act ("DDLA"), and that lawsuit is pending Campbell County Circuit Court;

The Loudon County Commission hereby RESOLVES that it fully supports the lawsuit, approves of the actions taken in the lawsuit thus far on its behalf, approves of the lawsuit going forward with Loudon County as the named plaintiff, and retains the law firm of Branstetter, Stranch \& Jennings, PLLC as counsel in this matter.


Rollen Bradshaw, County Mayor

# BSgBranstetter ennings 

## RETAINER AGREEMENT

This agreement is made between Branstetter, Stranch \& Jennings, PLLC, and Loudon County, Tennessee. The terms of our representation are as follows:

## Services to be Rendered:

The legal services to be provided under this agreement are as follows:

1. Representation in a lawsuit relating to the opioid crisis in Temessee, filed in Campbell County.
2. Attorneys will make best efforts in the representation and shall adhere to the Temessee Rules of Professional Conduct in all respects.

## Cost of Services:

The costs of services to be provided under this agreement are as follows:

1. Attormeys will advance all litigation costs. Client has no obligation to reimburse attorney's for any costs of litigation, unless successful. Attorneys have the right to petition the court for the reimbursement of any costs associated with the litigation.
2. Attorneys have the right to petition the court, if successfu], for attorneys' fees on the basis of fee reversal, fee shifting, or fees pursuant to a common fund. Attorneys will make every effort to avoid a contingency fee situation, but in the case of a lump sum settlement, Attorneys will be entitled to $25 \%$ of total recovery plus costs advanced in the litigation.

## Risk of Legal Action:

It is impossible to predict the result of a legal action. Client recognizes that Attorneys cannot guarantee a favorable result in this case.
$\overline{C l i e n t:}$

## Firm:

Date


TENNESSEE
THE FREEDOH CENTER
223 AOSAL. PARKS AVEFUE, SUITE 200
MASHMLIEETW37203
p (645) 259.8801
$f(615) 255.54$ ) 9
ESJFIRM.COM

OHIO
425 WALAUT STKEET
SUITE 2315
CINCINHATM, OH 45302
P (513) 381.2224
$\mathrm{~F}(513) 381.2225$

## Loudon County Commission

April 3, 2023

Proclamation

Kenny Ridings

## Proclamation

Whereas Loudon County has a rich history of citizens deserving of recognition for service to their communities; and
Whereas Loudon Police Department Officer Kenny Ridings is one such of those individuals; and
Whereas Kenny is a lifelong resident of Loudon and Loudon County, born to Frances and Ted "Snake" Ridings; and

Whereas Kenny is a 1984 graduate of Loudon High School; and
Whereas Kenny has been married to his wife Kathy for soon to be 18 years and they have their daughter Kensley; and

Whereas Kenny is retiring from Loudon Police Department after 37 years of service; and

Whereas Kenny is a $2^{\text {nd }}$ generation LPD Officer and has served as School Resource Officer, Field Training Officer, and a member of $9^{\text {th }}$ Judicial District S.W.A.T. team; and

Whereas Kenny has also served on the Loudon County School Board, District I, Seat B since 2012; and

Whereas Kenny will be missed by his fellow officers and the community he has served; that

Now, therefore, on this 10th day of March in the year of our Lord 2023 that Loudon County Mayor Buddy Bradshaw, does recognize the service and dedication of Officer Kenny Ridings to the citizens, guests, and visitors of Loudon County and wish to recognize and honor him, do declare this day to be Officer Kenny Ridings Day in Loudon County, and this proclamation to be forever recorded in the annals of our history.

[^0]Buddy Bradshaw

## Loudon County Commission

April 3, 2023

## Proclamation

Tennessee Donor Services / April National Donate Life Month


## SUPPORTING ORGAN, EYE, AND TISSUE DONATION BY WAY OF PROCLAIMING APRIL AS NATIONAL DONATE LIFE MONTH

By becoming an organ, eye, and tissue donor, one individual can save and heal the lives of more than seventy-five people. During April, designated National Donate Life Month, and throughout the year, we honor the compassion and generosity of registered donors, donor families, and living donors, and recognize the commitment of medical prafessionals, researchers, innovators, champions, and national partners who work tirelessly to save and improve lives through donation and transplantation.

## PROCLAMATION

WHEREAS, Tennessee Donor Services (TDS) is a Donate Life agency and nonprofit organization dedicated to saving and improving lives through organ, eye, and tissue donation throughout Tennessee, and is one of 57 Organ Procurement Organizations (OPOs) throughout the nation; and

WHEREAS, each organ donor HERO can give the gift of life to eight people and each tissue donor can improve another 75 lives; and

WHEREAS, more than 100,000 American men, women, and children--3,000 of whom are Tennesseans--are waiting for lifesaving organ transplants; and

WHEREAS, the most effective way to address this health crisis is to educate and to encourage Tennesseans to commit to registering their decision to be organ, eye, and tissue donors in the Donate Life Tennessee Registry, DonateLifeTN.org, or at their local Driver Services Center; and

WHEREAS, $\qquad$ supports saving lives through organ, eye, and tissue donation and finds the cause of such immediate and worthwhile importance that,

NOW, THEREFORE, I, $\qquad$ with and on behalf of $\qquad$ do Proclaim that
$\qquad$ observes:

## APRIL AS NATIONAL DONATE LIFE MONTH

And in observance, I ask all citizens to register their decision to be donors in the Donate Life Tennessee Registry at DonateLifeTN.org or their local Driver Services Center.

Adopted by the $\qquad$ this XX day of XXX 2023.

## Loudon County commission

April 3, 2023

Loudon County Economic Development
Purchase Industrial Property




## Greenback




## Loudon County Commission

April 3, 2023

Loudon County Purchasing

Large format printer lease renewal for Register of Deeds (24 months at $\$ 209$ month)


| Additiona/ terms and conditions on page 2. |  | Sales Rep: | Date: |
| :---: | :---: | :---: | :---: |
| Signature: |  |  |  |
| Prini Name: |  |  |  |
| Title: | Date: | Sales Manager: | Date: |

2. RENT'AL AGREEMENT. You agree to rent the equipment described in this Cosi per Copy agreement (colleclively "Equipment"). This Agreament will begin on the commencement date listed in the Cosl Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Eoulpment Payment and the Periodic Supply Mainlenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as sel forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Undess otherwise sel forth in this Agreentent, each CPC paymient is due and payable monthly. The Ninimumm Monthly Payment is due whelher or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invaiced by us following the end of each Billing Period. If in any perion amounts are payable as invaiced by us following the end of each Billing Period. If in any perion you rnake fewer copies than the Periodic Copy Requirement, you cannot earry over Ihat amount
to any olter period. We have the right to increase, without wrillen notice, The Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annualbasis. You will provide us wilh accurate meler readings for each item of Equipment when and by such means as we requesi, YOU AGREE THATWE MAY ESTIMATE THE NUMEER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED GY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. If AN ACTUAL METER READING IS RECEIVED WITHIN GQ DAYS OF THE BILLING DATE FOR THE EXCFSS COPIES, AN ADJUSTMENT WLL BE MAUE. NOTHWTHSTANDING ANY ADJUSTMENT, YOU WLL NEVER PAYIESS THAN TPIE PERIODIC CPC PAYMENT. Singlo copy charges apply up to $9.5^{\prime \prime} \times 14^{\prime \prime}$. For efficient and electronic meler reading, RJY utifizes specialized soltware that reports current meter readings on all prinl devices connecled to you Network. Cuslomer agrees that meters may be accessed and reporten in thls manner. Should the number of scaris exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $\$ .0025$ per scan. You will make all payments required under this Agreement la us al the address we may specify in wriling. Unless a proper exemplion cenificale is provided applicable sales and use taxes will be added to the Payment. If any Fayment is nol pard when due, you will pay us a late charge of up to $15 \%$ of the amount of the payment or $\$ 15.00$ whichever is greater (or such lesser rate as is the maximutr rate aliowed under $\$ 15.00$ whichever is greater (or such lessef rate as is the maximutri rate aliuwed under
applicable lave). You also agree to pay $\$ 35.00$ for each relurned check. Restriclive applicable lawh. You also agree lo pay $\$ 35.00$ for each sulurned check. Restriclive
endorsements or addilional terms on checks you send lo us will nol reduce your obligalions io endo
us. 3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary irslaflation of
manufacturer print Jrivers and sollware for any cormectable equipment listed in this agreement. Installation is performed by suppon persomisel. Customer agrees to provide access and intormation required to complele the requested installation. Customer will provide all necessary nefwork cabling required for instalation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsitle for only completing the inslallation and setup of the equipneent listed in this agreenent. The Inilial inslaltation and any additional basic configurations are covered at no charge for the first 90 days under the condition thal the eustomer has made no changes to their network during thal period. Installalions requiring exensive conliguration will be quoted separately and performed upon request. Alter the initial 90 day period, any nelwork connectivity support requesled by the custonter will be billed at RJY's then current charge rate for cormeclivily suppor. RJY will nol be held liable for any errors, properly damage, loss of lime or profir, consequential or incidental damages of any kind arising as resull of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website
3. TITLE; RECORDING. We are the owner of and will hold ilte to the Equipment. You will keep the Equipment free of ali liens and encumbrances.
4. USE.. You shall use the Equipment in a careful and proper manner in cunformance wilh manulacturer's specificalions and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Cuslomer represents that these producls are NOT acquired for personal, family, or household purposes.
5. INOEMNIFICATION. You are responsible for any loses, damages, penalies, claims, suits and actions (collectively "Clainis"), whether based on a theory of slrict liability or otherwise caused by or relaled to the installation, ownershlp, mainlenance, use, renial, possession, or delivery of the Equipment. You agree to relmburse us for and, if we requesl, lo defend us against any Claims.
6. ASSIGNMENT. You agree nol to sell, assign, tramsfer or sublease the equipment or your interest in this Agreement. We may, withoul nolifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will nol the subject io any claim defense or seloof that you may have against us.
B. LOSS OR DAMAGE. Youare responsible for any loss, theft, destruction of, or damage to, the Equipnent (collectively "loss") from any cause al all, whether or nol insured, untii it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You musl notify us in writing immedialely of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible lor any manulacturer's centification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the ferm plus the present value of our anticipaled residual riterest in the Equipment, each discounted at $5 \%$ per year, compounded annualiy. plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section S, we will torward to you any insurance proceeds that we receive for losl, damaged, or desiroyed Equipment. H you are in defaull, we will apply any insurance proceeds we receive lo reduce your obligations under Section 16 of this Agreement.
7. TAXES ANO FEES. You agree to show the Equipment as "Leased Properly" on all persona propeny tax returns. You will pay when due, eilher direclly or to us upon our demand, all laxes fines and penallies relating to this Agreement or the Equipnient that are now or in the fulure assessed or levied by any state, local or governmerl authority.
8. EOUIPMENT LOCATION: RETURN, You will keep and use the Equipment only at the Equipment Lacation shown in this Agreernent. Youmay nal move the Equipment without our prior wrillen consenl. You will provide adequate space and electrical services for the operation of the Equipmenl. You will not make any atlerations, additions or replacements to the Equipment wilhout uur prior wrilten consent. All allerations, additions or replacements will become part of the Equipment and our properly al no cost or expense lo us. Upon the expiration or eatier lernination of this Aqreement, you will deliver the Equipment lo us, in good condition, full working order and in complete repair, except ordinary wear and lear. We will pick up the Equiprient provided that the Equipment is in our servicing territory. If the Equipment is oufside our servicing lemilory, yois will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, wilh all expenses to be prepaid by you. You will be responsible for any alamage to the Equipment during shipping.
9. RENEWAL. Unless you give us al least 30 days wrillen notice before the end of the inilial lerm or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the anriual adjusiment provided in Section 2 above). We nay cancel an automatic renewal lerm by sending you wrillen nalice 10 days prior to such senewal term.
10. YOUR REPRESENTATIONS. You state for our benefil that as of the dale of this Agreement; (a) you have the lawil power and aulharity to enter into this Agreemenl; (b) the individuals signing this Agreement have been duly authorized to do so on your behal?, (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party: (d) you are nol aware of anything thal will have a material negative effect on your ability to satisfy your obtigations under this Agreemenl; and (e) all linancial information you have provided us is Irue and accurate and provides a good represenlation of your current financial condition.
11. YOUR PROMISES. In addilion to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promplly notify us in witing if you move your principal place of business. if you change the name of your business, or it there is a change in your ownership; (b) you will provide In us such linancia! informalion as we may reasonably requesl trom tirme to fime; and (c) you will lake any action we reasonably request to prolect our rights in the Equipment and to meet your obligation under this Agreernent.
12. DFF AULT, You will be in defaull under this Agreement if any of the following events oocur: (a) you fail to make any CPC payment or other sunt when due; (b) you fail to comply with any other lerm or condition of this Agreerment or any olher agreement between us, of fail 10 perrorm any obligation imposed upon you relaling to Ihis Agreemenl or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of you creditors, yous sell, Iranster or olhervise dispose of all or subsiantially all or your assels, or you enter (valuntarily or involuntarily) into any banknupley or seorganization sroceeding; (d) without enter (voluntarily or involuntarily) into any banknapley or teorganization groceeding; (d) withou
our prior written consent, you merge or consolidale with any other enlity and you are nol the survivor of such merger of consolidatlon; (c) any guarantor of this Agreement dies, does nol pertorm its obligations under the guaranly, or becomes subject to one of the events listed in clause (c) above.
13. REMEDIES. In the event you default under this Agreement, os defined above, we will have the right to lake ONE OR MORE of the following aclions, in addillon to any and all olher remedies Ihat may be available to us under law: $(a)$ cancel this Agreement without prior nolice or waming to you; (b) file a law suil against you to collect all pasi due amounts AND ALL AMOUNTS THAT WIIL AECCOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipmenl as delermined by us in our sole bul reasonable judgment, plus all other fees, charges or amounl that are then due, plus all of our reasonable legalcosts, including bul not fees, charges or amounl thal are then due, plus all of our reasonable legaicosis, inciuding but not
himiled to reasonable attorneys' fees, reasonable overhead for employee lime spent on preparing limiled to reasonable attomeys' fees, reasonable overhead for employee lime spent on prepaning
for suit or allempting to collecl payments and miligato our danages; (c) repossess the Equipment or apply to a coun for an order allowing repossession. In this event, you agree that, ather the Equipitient is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or othervise remarket the Equipmienl withoul notice to you, Yau agree (and you waive any righls that may provide in the comtrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment al any lime, and that our failure to do so will nol affect our other rights of collection and other righls under this Agreement or under law.
14. NOTICES. All of your writlen nolices to us musl be sent by certifed mail or recognlzed avemight delivery scrvice, postage prepaid, to us at our address slaled in this Agreemenl. All of overnight delivery service, postage prepaid, hatil, aoslage prepaid, lo your address slated in this our nolices lo you rnay be sent iirst ciass mail, posiage prepaid, lo your address staled in this Agreement. Al any linte after this Agree
giving nolice to the other of the change.
15. MISGELLANEOUS. This Agreement contains our entire agreement and supersedes any contlicting provision of any equipment purchase order or any olthet agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will nol be binding uritil ACCEPTED by us, as evidenced by the signalure of the Corporate Office. Any change In the lems and conditions of this Agreenent must be in writing and signed by one of our Officers. You agree, however, that we are authorized, withoul notice lo you, to supply missing infonnation or correcl obvious errors in this Agreernem, If a court finds any provision of this Agreement to be unenforceable, the rernaining lermis of the Agreement thall remain in effect.
16. JURISDICTION. You and any Guarantor agree that this Agreernent will be deemed rully execuled and performed in the Slale of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUEJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL GY JURY.
17. INTERPRETATION. As a convenience to yau and to further expedite this Iransaction for you, you agree that a pholocopy, electronic image or facsimile of this Agreenient which includes a photocopy, electronic image or lacsimile of the signalures of both parlics shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as furat and conclusive evidence of this Iransaction and of the execulion of this document
18. Customer will be enrolled in the RJ Young unline customer porlal (ePASS). This online portal allows aulhorized users designaled by customer lo order supplies, place service calls, pay invoices, view bills and view account information online.

# Loudon County Commission 

April 3, 2023

## Loudon County Purchasing

Courthouse phase 2 renovation plans and alterations not covered by fire/codes repairs
Total cost of alternates $\$ 149,483$


## LOUDON COUNTY COURTHOUSE

Renovation Phase 2
Interior \& Site Renovation


So



## cific Purpose Survey for: County of Loudon

:ove Street ~Being All of the Property Described in Deed Book A, Page $70 \sim$ A Parcel of Land ring in the First Civil District of Loudon County \& within the City of Loudon, Tennessee


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BASSMENT LEXEL HVAC PLAN









BAESKENT DOMESIC WAIER PLAN


FIRST LEVEL DOMESTC WATER PLAN


SCCOND LEVEL DOHESTC WALER PLAN

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# JOHNSON GALYON 

Fcbruary 28, 2023

Mr. Matt Kleinschmidt<br>Loudon County Government<br>100 River Road, Suite 110<br>Loudon, TN 37774<br>Re: Loudon County Courthouse Renovation Phase 2<br>Design Development Budget Estimate

Mr. Kleinschmidt,
Johnson \& Galyon, Inc. has completed review of the Phase 2 Design Development documents by Brewer Ingram Fuller Architects dated October 28, 2022. As part of our review and budgeting process, subcontractors, and vendors with the expertise of providing certain portions of the work required by the documents have been consulted. Combining our own cost estimates with those of our preferred subcontractor team mombers, a budget estimate has been prepared for work associated with Plase 2 Renovations of the Courthouse - Interior Finishes and Select Site Work. Hazardous material and/or mold remodiation work is not included.

The preliminary Design Development budget estimate for the Phase 2 Renovations of the Courthouse is Four million seven hundred seventy-six thousand and ninety-four dollars ( $\$ 4,776,094.00$ ).

General Liability, Builder's Risk Insurance, and Payment and Performance Bonding are included in the budget. If one or the other is not required by the county, we are happy to eliminate these costs from our estimate. Approximate deduct amounts are identified in both the attached cost brcakdown and our clarifications. (Builder's Risk is included as an allowance pending final review of our underwriter.) Please note that Loudon County must carry Property Insurance to insure the existing structure. Loudon's property insurance policy on the existing structure should have a waiver of subrogation in favor of Johnson \& Galyon and all subcontractors.

It is our understanding that a new AIA A103-2017 Standard Form of Agreement Between Owner and Contractor where the basis of the payment is the Cost of the Work plus a Fce of $8 \%$ without a Guaranteed Maximum Pricc Contract will be exccuted for this Phase. It is assumed that the terms and conditions of our previous Contract will be incorporated. A Contractor Contingency is not included but it is recommended that an Owner Contingency be contemplated. Johnson \&

Galyon recommends an Owner Contingency of $10 \%$ of the estimated cost for a project of this nature.

Please find attached the cost estimate and clarifications for your review.
As always, we appreciate the opportunity to be of assistance. If you have questions or concerns, please do not hesitate to call.

Sincerely,
Johnson \& Galyon, Inc.
Peter Dunn
Peter Dunn
Director of Preconstruction/Senior Estimator
Attachments

## Loudon County Courthouse Renovation Phase 2

Tuesday, February 28, 2023

601 Grove Street
Loudon, Tennessee 37774

## Notes Concerning the Estimate

1) 

The estimate is based an the following pricing documents:
1.01) Loudon County Courthouse Phase 2 Renovations Drawing
Design Development

| Date | Author |
| :---: | :---: |
| $10 / 28 / 2023$ | BIF |

Clarifications are as follows:
2.01) Budget cost for our standard General Liabifity and an Allowance of $\$ 35,000.00$ for Builder's Risk insurances are included. Actual costs will be billed based on completed value of the work and the underwriter's complete review. Deductibles, if Incurred, will be cunsidered a cost of the work.
2.02) Budget cost for plans revlew and permitting are included.
2.03) Payment and Performance bond budget costs are included.
2.04\} We do not inciude IT, Low Voltage, Data, Communications, Access Control, Security, and/or CCTV scope.
2.05) Our budget assumes normal weekday working hours.
2.06) We have assumed that Loudon County will provide parking spares at or near the project site at no cost to construction team personnel.
2.07 We do not include cost for offsite storage of salvageable materiais. Offsite storage facilities will be provided by Loudon County.
2.08) Johnson \& Galyon cannot guarantee against additional damage to the courthouse during the course of the work. The building structure is compromised due to fire damage. Loads may shift during the course of the work and further damage may occur. Johnson and Galyon will perform work required in the permit documents in a professional manner but cannot warrant against further damage resulting from latent conditions.
2.09) Harardous material abatement, asbestos and mold remediation and/or specialized use land fill cost are excluded frort our scope of wark.
2.10) We have included an allowance for arborist services and tree protection in our proposal. Actual cost will be billed against the allowance.
2.11) We exclude remediation of unsuitable soils and/or rock in excavation processes. If required the most efficient means of remediation will be determined, approved by the Owner, and completed work billed on an actual cost basis.
2.12) CONTINGENCY - refer to Cover Letter

This budget estimate does not include any Contingency Funds. As this proposal is valid for only 30 days
Loudon County should contemplate adding a contingency to address potential cost increases that may occur between the date of this proposal and such time a Contract is executed if such occurs later than 30 days.
2.13) NO allowance is included for additional Exterior Masonry Restoration.
2.14) Existing wood base, door casing/trims, wood stair components, and other itr-place trims that are to rernain will be cleaned, lighrly sanded to remove loose paint, and re-painted. Extensive restoration is not included.
2.15) Existing wood base, door casing/trims, wood doors, and other items that were salvaged will be cleaned, lightly sanded to remove foose paint, and re-painted. Extensive restoration is not included.
2.16) Geotechinical and concrete testing is NOT included
2.17) Costs for temporary electrical for building, job traler, and construction needs are included while $\mathcal{L} G G$ is on site.
2.18) The remaining existing subfloor boards shall be removed and replaced with $3 / 4^{\prime \prime}$ floor sheathing.
2.19) Leveling of the floor is not included, New joists shall be installed in plane with existing.
2.20) I\&G offers no opinion as to the adequary of this seope of work to address the stability/integrity of the overall structure, building code related requirements, and/or Loudon County future use requirements.
2.21) 12 months of General Conditions are included to complate this Phase of Work. We have planned for an uninterrupted, single phase construction schedule based on standard weekday working hours.
Allowances included in the estimate for major cost items are summorized as follows:
Any allowance overages will be billed at actual cost plus $10 \%$.

| $3.1)$ | Arborist services, tree protection, tree trimming allowance | $\$ 10,000.00$ |
| :--- | :--- | ---: |
| $3.2)$ | Interior Signage | $\$ 10,000.00$ |
| $3.3)$ | Safe Door Repair/Refurbish | $\$ 250,000.00$ |
| $3.4)$ | Builder's Risk Policy | $\$ 35,000.00$ |
| $3.5)$ | Soil and Concrete Testing | excluded |
| $3.6)$ | Exterior Masonry Restoration | excluded |
| $3.7)$ | Courtroomt Bench Pew Seating | $\$ 50,000.00$ |
| $3.8)$ | Judge, Clerk, Witness, Jury Chairs | $\$ 10,000.00$ |
| $3.9)$ | Plaster Repair | $\$ 202,170.00$ |


| We have priced (Preliminary) the following alternates: |  |  |  |
| :---: | :---: | :---: | :---: |
| 4.11 | Remove Builder's Risk from J\&G's scope al work | Dreeuch | -\$35,000.00 |
| 4.2) | Eliminate Payment and Performance bond from I\&G scope | Deduct | -\$29,000.00 |
| 4.3) | Remove Spiral Stair/Enclose Floor Opening | Add | \$2,385,00 |
| 4.4) | Infill Openings 1258 and 1268 in lieu of new doors | Doduct | -\$8,025.00 |
| 4.5) | Infill Openings in Room 125 | Add | 5725.00 |
| 4.6) | Add Opening 120 in Corridor | Add | \$16,802.00 |
| 4.7) | Remove Brick at existing arched opening at Roorn 123 | Add | \$4,125.00 |
| 4.8) | Add Transaction Counter at 117 | Add | \$24,310.00 |
| 4.9) | Add Transaction Counter at 119 | Add | \$2.2,243.00 |
| 4.10) | Add Counter with Sink at 111 | Add | \$13,041,00 |
| 4.11) | Add Door 2128 | Add | 513,469.00 |
| 4.12) | Add Door 2158 to Exterior Stair | Add | \$18,819.00 |
| 4.13) | Add Holding Cells | Add | \$41,589.00 |
| 4.14) | 6 ca new 2.5'rlogpoles, Base, Eagle Finial | Add | \$52,772.00 |
| 4.15) | Add Fire Protection Sprinkler System (LUB fees and line to property line is not included) | Add | \$296,000.00 |
| 4.16) | Construct Area of Refuge | Add | \$31,019.00 |
| 4.17) | Add Autornatic Opener to Door Pair 103 | Add | \$3,000.00 |
| 4.18) | Add Guards \& Handrals at East Exit and Basement Steps | Add | \$13,750.00 |
| 4.19) | Modify Exterior 5tar Tower | Add | \$41,580.00 |
| 4.20) | Include Accessibility Provisions at Judre/Clerk/Witness fax | Add | \$15,000.00 |
| 4.21) | Add Ship Ladder from Level 2 to Mech Equip Platform | Add | \$7,700,00 |

Design Development Estimate Notes
This Design Development Estimate is preliminary in nature and must be updated upon receipt of "For Construction" documents.


| Phase | Group | Description | Grand Total | Sub/Vendor/Notes |
| :---: | :---: | :---: | :---: | :---: |
| 09250 |  | ORYWALL AND ACOUSTICAL CEILINGS | 248,763 |  |
| 09310 |  | ceramic tile | 41,881 |  |
| 09620 |  | CLEAN CONCRETE SLABS | 1,085 |  |
| -09640 |  | WOOD FLOORING | 157,850 |  |
| 09680 |  | CARPET | 9,165 |  |
| 09910 |  | PAINTING | 245,786 |  |
|  |  | FINISHES | 906,700 |  |
|  | 10000 | SPECIALTIES |  |  |
| 10160 |  | TOILET PARTITIONS | 21,100 |  |
| 10440 |  | INTERIOR SIGNAGE ALLOWANCE | 10,000: |  |
| 10520 |  | :FIRE EXTINGUISHERS | 4,532 |  |
| 10810 |  | TOILET ACCESSORIES | 13,672 |  |
|  |  | : SPECIALTIES | 49,304 |  |
|  | 11000 | . EQUIPMENT |  |  |
| 11020 |  | SAFE DOOR REPAIR ALLOWANCE | 250,000 |  |
|  |  | EQUIPMENT | 250,000 |  |
|  | 12000 | FURNISHINGS |  |  |
| 12520 |  | COURTROOM GENCH PEW SEATING | 50,000 |  |
|  |  | ALLOWANCE |  |  |
| 12610 |  | PERSONNEL SEATING ALLOWANCE | 10,000 |  |
|  |  | FURNISHINGS | 60,000 |  |
| 14240 | 14000 | CONVEYING SYSTEMS |  |  |
|  |  | elevator | 98,088 |  |
|  |  | CONVEYING SYSTEMS | 98,088 |  |
|  | 15000 | MECHANICAL |  |  |
| 15050 |  | HVAC \& PLUMBING | 594,323 |  |
| 15300 |  | FIRE SPRINKLER SYSTEM - SEE |  |  |
|  |  | ALTERNATE |  |  |
|  |  | MECHANICAL | 594,323 |  |
|  | 16000 | ELECTRICAL |  |  |
| 16010 |  | electrical | 536,000 |  |
|  |  | ELECTRICAL | 536,000 |  |

Estimate Totals

| Description | Amount | Totals | Rate | Cost Basis | Cost per Unit |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Labor | 294,660 |  |  |  | 20.344 /SOFT |
| Material | 775,898 |  |  |  | 53.569 /SQFT |
| Subcontract | 3,013,456 |  |  |  | 208.054 ISQFT |
| Equipment | 69,204 |  |  |  | 4.778 /SQFT |
| Other |  |  |  |  | - |
|  | 4,153,218 | 4,153,218 |  |  | 286.745 /SQFT |
| L.abor Burden - 37.00 | 109,024 |  | $37.000 \%$ | C | 7.527 ISQFT |
| SalesTax-9,50\% | 73,710 |  | $9.500 \%$ | C | 5.089 /SQFT |
|  | 182,734 | 4,335,952 |  |  | 299.362 ISQFT |
| Plans Review Fee-By L.CC |  |  |  | L |  |
| Permil Fees | 12,805 |  |  | B | $0.884 / \mathrm{SQFT}$ |
|  | 12,805 | 4,348,757 |  |  | 300.246 ISQFT |
| Bldrs Risk Allowance | 35,000 |  |  | L | 2.416 /SQFT |
| General Liability | 9,552 |  | $0.200 \%$ | T | 0.659 /SQFT |
|  | 44,552 | 4,393,309 |  |  | 303.322 /SQFT |
| P\&P Bond | 29,000 |  |  | L | 2.002 /SQFT |
|  | 29,000 | 4,422,309 |  |  | 305.324 /SQFT |
| Contingency - none included |  |  |  | T |  |
| Fee | 353,785 |  | $8.000 \%$ | T | 24.426 /SQFT |
| Total |  | 4,776,094 |  |  | 329.750 /SQF7 |


| Percent of Total |  |
| ---: | ---: |
| $6.17 \%$ |  |
| $16.25 \%$ |  |
| $63.09 \%$ |  |
| $1.45 \%$ |  |
|  |  |
| $86.96 \%$ | $86.96 \%$ |
| $2.28 \%$ |  |
| $1.54 \%$ |  |
| $3.33 \%$ | $90.78 \%$ |
|  |  |
| $0.27 \%$ |  |
| $0.27 \%$ | $91.05 \%$ |
| $0.73 \%$ |  |
| $0.20 \%$ |  |
| $0.93 \%$ | $91.99 \%$ |
| $0.61 \%$ |  |
| $0.61 \%$ | $92.59 \%$ |
|  |  |
| $7.41 \%$ |  |

## Loudon County Commission

April 3, 2023

## Budget Recommendations

Consideration of recommendation to approve Statutory Bond for the Director of Accounts and Budgets

# Western Surety Company 

## POWER OF ATTORNEY

## KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, lowa, Kansas, Kentucky, Louislana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsyivania, Rhode Island, Soulh Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul $T$ Bruflat of $\qquad$ Sioux Ealls
South Dakota $\qquad$ , its regularly elected Vice President $\qquad$
State of $\qquad$
$\qquad$ , as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Budget Director County of Loudon
bond with bond number $\quad 66587638$
for Erin McKay Rice
as Principal in the penalty amount not to exceed: $\$ 100,000.00$
Western Surety Company further cerlifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Campany duly adopted and now in force, lo-wit:

Section 7. All bonds, palicies, undertakings, Powers of Altorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policles, or undertakings in the name of the Company, The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligalions of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
$\qquad$
2023 Vice_President $\qquad$ with the corporate seal affixed this $\qquad$ day of $\qquad$ March $\qquad$

$\left.\begin{array}{l}\text { STATE OF SOUTH DAKOTA } \\ \text { COUNTY OF MINNEHAHA }\end{array}\right\}$ ss
On this 21st day of $\qquad$ , 2023
Paul T. Bruflat $\qquad$ and L. Bauder
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as ___ Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.


My Commission Expires March 2, 2026
Nolary Public
To validate bond authenticity, go to www, enasurety.com > Owner/Obligee Services > Validate Bond Coverage.
Form F1975-11-2022

## Loudon County Commission

April 3, 2023

## Budget Recommendation

consideration of recommendation to acknowledge TCRS employer contribution rate effective July 1, 2023

Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2022


Acknowledgement of employer rate effective July 1, 2023 through June 30, 2024
Department Code: 0083300
Department Name: LOUDON CO EMP
I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at: hittps://publicreports.treasury.tn.gov. I further acknowledge the upward trends concerning future employer contribution rates.

## Please select one of the options below

$\square$ The Minimum General Employee rate and Minimum Public Safety Officer Rate:

- Minimum General Employee rate: $6.71 \%$
- Minimum Public Safety Officer rate: $10.21 \%$

Optional: We choose to pay a higher contribution of:
(An additional $3.50 \%$ will need to be added to the selected rate for Public Safety Officers.)
Employer Signature $\qquad$ Title $\qquad$

Date $\qquad$ Phone $\qquad$ Email $\qquad$
The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for all department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2023 via one of the following methods:

## By email: TCRS.EmployerReporting@tn.gov

By mail: TCRS Employer Reporting 502 Deaderick Street, $15^{\text {th }}$ Fl. Nashville, TN 37243

## Loudon County Commission

April 3, 2023

## Budget Recommendation

consideration of approval of line adjustments and/or recommendation to approve amendments in the following funds:

1. County General Fund 101
2. Drug Control Fund 122
3. Revenue Fund - ARPA 127
4. Highway Department Fund 131
5. General Capital Projects Fund 171

## RESOLUTION \#

## A RESOULTION 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:

|  | Original Budget | Previously <br> Approved <br> Amends | Amends <br> Approved <br> this Res | Approved Amended Budget |
| :---: | :---: | :---: | :---: | :---: |
| Estimated June 30, 2022 FB | 12,651,864 |  |  |  |
| Less Restricted, Committed \& Assigned | 698,781 |  |  |  |
| Est. Avail. Fund Balance July 1, 2022 | 11,953,083 |  |  |  |
| Total Revenue \& Transfers in | 21,482,426 | 750,259 | 5,000 | 22,237,685 |
| Total Available Funds | 33,435,509 | 750,259 | 5,000 | 34,190,768 |
| Total Expenditures \& Transfers Out | 23,970,761 | 645,303 | 100,000 | 24,716,064 |
| Effect on Fund Balance | (2,488,335) | 104,956 | $(95,000)$ | $(2,478,379)$ |
| Ending Fund Balance | 9,464,748 | 104,956 | (95,000) | 9,474,704 |

[SEE ATTACHED EXHIBIT $\qquad$ 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

April 3, 2023

> Loudon County Commission Chair

ATTEST:
Loudon County Clerk

# A RESOULTION AMENDING THE DRUG CONTROL FUND 122 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 Drug Control Fund 122 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 Fines, Forfeitures and Penalties, as well as Contributions; 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:

|  | Original <br> Budget | Previously <br> Approved <br> Amends | Amends Approved this Res | Approved Amended Budget |
| :---: | :---: | :---: | :---: | :---: |
| Estimated June 30, 2022 FB | 93,645 |  |  |  |
| Less Restricted, Committed \& Assigned | 0 |  |  |  |
| Est. Avail. Fund Balance July 1, 2022 | 93,645 |  |  |  |
| Total Revenue \& Transfers In | 83,500 | 0 | 33,000 | 116,500 |
| Total Available Funds | 83,500 | 0 | 33,000 | 116,500 |
| Total Expenditures \& Transfers Out | 101,500 | 29,412 | 4,000 | 134,912 |
| Effect on Fund Balance | $(18,000)$ | $(29,412)$ | 29,000 | $(18,412)$ |
| Ending Fund Balance | 75,645 | $(29,412)$ | 29,000 | 75,233 |

[SEE ATTACHED EXHIBIT $\qquad$ 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

April 3, 2023

Loudan County Commission Chair

## ATTEST:

Loudon County Clerk

## RESOLUTION \#

# A RESOULTION AMENDING THE OTHER GENERAL SPECIAL REVENUE FUND 127 (ARPA) 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 Other General Special Revenue Fund 127 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 are Federal funds or Investment Income; 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 Other General Government Special Revenue Fund 127 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:

|  | Orlginal Budget | Previously <br> Approved <br> Amends | Amends <br> Approved this Res | Approved Amended Budget |
| :---: | :---: | :---: | :---: | :---: |
| Estimated June 30, 2022 FB | 5,257,543 |  |  |  |
| Less Restricted, Committed \& Assigned | 0 |  |  |  |
| Est. Avail. Fund Balance July 1, 2022 | 5,257,543 |  |  |  |
| Total Revenue \& Transfers In | 5,235,119 | 15,918 | 30,000 | 5,281,037 |
| Total Available Funds | 5,235,119 | 15,918 | 30,000 | 5,281,037 |
| Total Expenditures \& Transfers Out | 0 | 9,969,532 | 0 | 9,969,532 |
| Effect on Fund Balance | 5,235,119 | $(9,953,614)$ | 30,000 | $(4,688,495)$ |
| Ending Fund Balance | 10,492,662 | (9,953,614) | 30,000 | 569,048 |

[SEE ATTACHED EXHIBIT $\qquad$ 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

April 3, 2023

Loudon County Commission Chair
ATTEST:
Loudon County Clerk

# A RESOULTION AMENDING THE HIGHWAY DEPARTMENTFUND 131 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 Highway Department Fund 131 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 are Local, State or Federal funds; or Transfers In; 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 Highway Department Fund 131 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:

|  | Original <br> Budget | Previously <br> Approved <br> Amends | Amends <br> Approved <br> this Res | Approved <br> Amended <br> Budget |
| :--- | ---: | :---: | :---: | :---: |
| Estimated June 30, 2022 FB <br> Less Restricted, Committed \& Assigned <br> Est. Avail. Fund Balance July 1, 2022 | $1,005,355$ <br> 319,211 |  |  |  |
| Total Revenue \& Transfers In | 686,144 |  |  |  |

[SEE ATTACHED EXHIBIT $\qquad$ 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

April 3, 2023

> Loudon County Commission Chair

ATTEST:

## RESOLUTION \#

> A RESOULTION AMENDING THE GENERAL CAPITAL PROJECTS FUND 171 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 Revenues; 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 General Capital Projects Fund 171 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:

|  | Original <br> Budget | Previously <br> Approved <br> Amends | Amends <br> Approved <br> this Res | Approved <br> Amended <br> Budget |
| :--- | ---: | :---: | :---: | :---: |
| Unaudited June 30, 2022 FB <br> Less Unaudited Enc | $7,286,677$ <br> $(4,451,734)$ |  |  |  |
| Available Fund Balance July 1, 2022 | $2,834,943$ |  |  |  |

[SEE ATTACHED EXHIBIT $\qquad$ 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

April 3, 2023

Loudon County Commission Chair

## ATTEST:

Loudon County Clerk

# Loudon County Commission 

April 3, 2023

## Distribution of Monthly Reports

Budget Committee Meeting - January 17, 2023
Budget Committee Meeting - February 21, 2023

# Loudon County Budget Committee Meeting Minutes January 17, 2023 

## COMMITTEE MEMBERS:

Mayor Rollen "Buddy" Bradshaw, Chair<br>Commissioner Henry Cullen, Vice Chair<br>Commissioner Bill Satterfield<br>Commissioner Van Shaver<br>Commissioner Gary Whitfield<br>Tracy Blair, Budget Director<br>Erin Rice, Interim Budget Director

Budget Committee present: Mayor Bradshaw, Commissioner Cullen, Commissioner Satterfield, Commissioner Shaver, Commissioner Whitfield, Budget Director Tracy Blair, and Interim Budget Director Erin Rice. The following were also present: Commissioner Rosemary Quillen, Cumberland Securities Scott Gibson, Director of Schools Mike Garren, Matt Tinker, Property Assessor Mike Campbell, Sheriff Jimmy Davis, and Pat Hunter.

The following items were considered:

## Consideration of approval of minutes of November 21, 2022 meeting:

Commissioner Shaver made a motion to approve the minutes; seconded by Commissioner Satterfield; PASSING UNANIMOUSLY upon the vote.

## Consideration of recommendation to approve two resolutions to terminate LIBOR Based Interest Rate SWAP:

Scott Gibson, Cumberland Securities explained the SWAP is based on LIBOR (London Inter-Bank Offered Rate) index. LIBOR is being phased out of existence on June 30, 2023 and replaced with a new index. LIBOR has been around for decades; the regulators want to get rid of it because it's been manipulated. Termination of the swap will cost approximately $\$ 40,000$ currently, however, this amount can fluctuate between now and the termination. Mr. Gibson explained that the fee is not expected to rise above this cost, but if the County chooses to move to the new index that will replace the SWAP, it could potentially be a much higher amount overall. The $2^{\text {nd }}$ resolution is to redo the E-3-C Loan to remove the LIBOR reference.

Commissioner Shaver made the motion to approve the two resolutions to terminate the SWAP and redo the loan to remove the LIBOR reference. The motion was seconded by Commissioner Satterfield. The motion PASSED UNANIMOUSLY upon the vote.

## Discussion: BOE school building program

Director of Schools Mike Garren informed the committee that there will be a need for additional funding in the near future; currently, the amount is $\$ 500,000(\sim \$ 350,000$ more for new school @ Simpson Road and $\$ 150,000$ for Philadelphia and Greenback). Mr. Garren explained the additional projects are schematic design for Philadelphia School and Greenback School, also additional funding needed for the new school at Simpson Road for preliminary design. There is also work being done at the CTE building at Loudon High School (design is complete). Mr. Garren mentioned that COPE is the Architect. Mr. Garren noted that he wanted to clarify the projects that would use a portion of the recently obtained $\$ 2.6 \mathrm{M}$ Capital Outlay Note.

Property Assessor Mike Campbell requested a $\$ 1.00 /$ hour increase to one of his staff members. Mr. Campbell explained that the employee has been with his office $41 / 2$ years. She does $\$ 139$ million in assessments and is a very valuable part of his office. Her position takes a long time to train. Mr. Campbell went on to explain that a high volume of Real Property Assessments has been added to her duties since spring. Commissioner Shaver mentioned that this request was brought up recently and that salary adjustments need to be added to the next budget cycle. Commissioner Cullen asked Mr. Campbell, what affect does this have on your employee if she waits 5 months for the next budget cycle? Mr. Campbell explained this is difficult to keep her moving forward with additional work because the wages were not brought back up (in last budget cycle). It is performance punishment. Mr. Campbell went on to explain that she was at 15.48 /hour and then went to 16.00 /hour in October 2021. Mr. Campbell would like to take her to $\$ 17.51 /$ hour ( 1.51 /hour increase), same as a field appraiser.

Mayor Bradshaw made a motion to approve ( $\$ 3,121$ annual increase).
Commissioner Whitfield asked Mr. Campbell what effect does this have on your employee if this increase is delayed? Mr. Campbell explained that it is difficult for her when she didn't receive the increase during the previous budget cycle but she's working a greater load than a new person off the street that comes in making the same hourly rate as her, $\$ 16.00$ /hour. Commissioner Satterfield asked what's the highest paid in your office at this position? Mr. Campbell responded Kay Arp @ 20.49/hour.

Commissioner Satterfield seconded the motion. The motion was withdrawn for further discussion.
Budget Committee began a discussion about the need to address wage differences during the upcoming budgeting cycle for FY 2024.

Commissioner Shaver asked Mayor, what are you going to ask for? Mayor mentioned that he is requesting Matt Kleinschmidt to go to $\$ 57,000$ to be more in line with other directors in the count, Brandon Bunn to receive an additional 0.30 /hour increase, Jennifer Costner to receive 0.20 /hour increase, and Teresa Everett to receive 1.00 /hour increase due to her experience. Mayor would like these to be effective January $1^{\text {st }}$.

Commissioner Satterfield asked Mr. Campbell, if you fill your open positions, will Ariel's job responsibilities decrease? Mr. Campbell stated that Ariel will do the training. Mr. Campbell went on to mention that the county gets money back from his department @ the end of each year, unspent in his budget. Sheriff Davis stated that Mike's employee makes the same hourly rate as his janitor. Mr. Campbell then said, and she's bringing in $\$ 2.3$ million in revenue. Commissioner Shaver then stated that there will be more requests (for increases). Commissioner Cullen noted that he believes we are headed for a rough budget cycle due to the constraints of the economy. Ms. Rice indicated that no amendment is needed in the current year due to the two open positions in this budget.

Commissioner Satterfield made a motion to approve the increase using funds available in the current budget; the motion was seconded by Commissioner Cullen. The motion PASSED upon the vote. Two voted NO-Commissioner Whitfield and Commissioner Shaver.

## Consideration of request for funding from Jail Bond for door entry key cards:

Sheriff Davis explained the need for door entry key cards to replace the Yale keys for doors in the Jail. Sheriff Davis explained that the keys are currently yale locks and since the closure of the Yale Company, the department is running low on keys to give to appropriate staff for entry. Sheriff Davis explained that when the department runs out of these keys, there will be a need to redo the locks to get keys that are available for future staff. Commissioner Shaver inquired as to why the department was running low. Sheriff Davis explained that some keys are wearing out and there have been some keys lost with the change over in staff. The key cards will help to alleviate these issues. Sheriff Davis has received two quotes: $\$ 63,000$ for $1 / 2$ the doors from the vendor Johnson Controls and $\$ 32,000$ for all doors from the vendor Lock Medic.

Budget Committee discussed the funding source to come from ARPA funds.

Commissioner Whitfield made the motion to approve the key cards from ARPA funding. The motion was seconded by Commissioner Shaver and PASSED UNANIMOUSLY upon the vote.

Later at Commission Workshop, Commissioner Shaver noted that it would be better for this expense to come from the Jail Bond since we have already drawn down the remaining amount of this bond and we are already making payments on this money, which includes interest on the funds received from that bond.

## Consideration of request to accept and expense funds received from the Federal Marshall Round-up:

Sheriff Davis explained that Loudon County Sheriff's Department will receive approximately $\$ 6,500$ in funds from the Federal Marshall due to our assistance provided for sex offender roundup. The round up will take place over the next two days.

Commissioner Shaver made the motion to approve the receiving/expensing of these funds. This motion was seconded by Commissioner Cullen and PASSED UNANIMOUSLY upon the vote.

## Discussion: TDEC ARPA Greenback Sewer Project matching funds

Ms. Rice explained that the TDEC ARPA funding for the Greenback Sewer Project has a matching funds requirement of $35 \%$ with an estimated amount of $\$ 670,000$. The TASS CFO has indicated that they hoped that Loudon County would provide this match.

Commissioner Satterfield explained this project currently has -70 homes signed up for the service. If the homeowners sign up now, they pay $50 \%$ of the hook up vs if they sign up for the service later, it will cost $100 \%$ of the hook up.

Commissioner Satterfield explained that he anticipates that there will be funds left over from his allotment of the County's ARPA funds that are going towards the Greenback Water Project due to the current participation rate of residents being lower than expected, which could potentially cause the water project to cost less. Commissioner Satterfield went on to explain that if TASS does not need all of the money allocated for the water project, then the funds can be reallocated towards the match needed for the sewer project.

## Consideration of recommendation to approve application/acceptance of $\$ 465,500$ State Department of Health Grant:

Ms. Rice explained that this approval is to follow our grant process.
Commissioner Shaver made a motion to approve application/acceptance of the grant, seconded by Commissioner Cullen; PASSING UNANIMOUSLY upon the vote.

## Consideration of recommendation to approve the Resolution to purchase the BB\&T building from ARPA:

Commissioner Shaver made a motion to approve the resolution for the purchase of the BBET building, seconded by Commissioner Whitfield; PASSING UNANIMOUSLY upon the vote.

## Consideration of recommendation regarding the $7^{\text {th }}$ District ARPA funds; $\$ 175,000$ to TV Fire Department by Commissioner Cullen:

Commissioner Satterfield made a motion to approve the appropriation to TV Fire Department from the allotment of Commissioner Cullen's ARPA funds, seconded by Commissioner Shaver; PASSING UNANIMOUSLY upon the vote.

## Consideration of request to amend the Policy and Procedures Handbook by increasing Travel Expense Reimbursement Section 6.18:

Mayor Bradshaw explained that he recommends for the reimbursement amount to increase from $\$ 46.00 /$ day . The Budget Committee discussed the reimbursement rate in other parts of the state. The Budget Committee discussed changing the rate for Loudon County to the amount reimbursed at the state rate. Ms. Blair reminded the committee that there is a resolution currently in place to match the mileage reimbursement rate to the state rate, thereby adjusting the county reimbursement rate automatically to match the state mileage reimbursement rate.

Commissioner Satterfield made a motion to approve a resolution that dictates for the county's travel reimbursement rate to match the state's reimbursement rate. This motion was seconded by Commissioner Cullen and PASSED UNANIMOUSLY upon the vote.

## Consideration of recommendation to approve the bond for the new Purchasing/Procurement Director:

Commissioner Shaver inquired about whether the bond was still active for the previous director. Mayor Bradshaw informed the committee that the bond for the former director would need to stay in place until the bond for the new director is active.

Commissioner Shaver made the motion to approve the bond for the new director with the understanding that the former directors' bond would need to be terminated. This motion was seconded by Commissioner Cullen and PASSED UNANIMOUSLY upon the vote.

## Discussion: Career Center loss of revenue

Ms. Rice informed the committee that due to ETHRA ending the lease agreement with the county, we currently have a loss in revenue of $-\$ 24,000$; the county stands to receive $\$ 24,000$ in lease payments from Roane State for FYE 2023 and pay - $\$ 49,000$ in utilities for FYE 2023 for the building, and since Fund 101 has been covering the expenses, Fund 357 owes Fund $101 \$ 20,500$. All of these issues could cause the county to have a shortfall of $-\$ 45,500$. Mayor Bradshaw informed the committee that the Health Department employees would be moving into the space currently, until the Health Department damage can be fixed. Mayor Bradshaw also informed the committee that he will work on getting FSA to move into the building and begin leasing the space. FSA was recently kicked out in Roane County. Mayor Bradshaw stated that he would work on getting FSA to move into our building to help replenish the lease payments to the county.

## Discussion: \$10,000 contribution to the Library Board; book lease program

Ms. Rice informed the committee that the Library Board uses the $\$ 10,000$ yearly contribution from the county to fund a book lease program each year. The invoices for this program for the current year have been forwarded from the Library Board and they exceed the $\$ 10,000$ contribution amount by $\$ 760.00$. The Library Board was hopeful that the county would pick up the excess cost for the program. Ms. Rice reminded the committee that when the finances of the Library Board transferred to the county, the cash in their fund was distributed among the libraries to provide operating fund balances at each library for their discretion.

Mayor Bradshaw reminded the committee that if they were to appropriate additional funds to the libraries for this purpose, MOE may also be increased for the next FY.

The motion was made by Commissioner Shaver to expense the additional amount needed for the lease program from the sub funds of the individual libraries. The motion was seconded by Commissioner Cullen. The motion PASSED UNANIMOUSLY upon the vote.

[^1]
## Consideration of recommendation to approve line adjustments and recommend approval of amendments in the following funds:

Ms. Blair distributed spreadsheets. Ms. Rice reviewed amendments in all funds.
A. County General Fund 101

Motion to approve by Commissioner Shaver; seconded by Commissioner Satterfield; PASSED UNANIMOUSLY.
B. Public Libraries Fund 115

Motion to approve by Commissioner Shaver; seconded by Commissioner Satterfield; PASSED UNANIMOUSLY.
C. Special Revenue Fund 127 (ARPA)

Motion to approve by Commissioner Whitfield; seconded by Commissioner Shaver; PASSED UNANIMOUSLY.
D. Highway Department Fund 131

Motion to approve by Commissioner Shaver; seconded by Commissioner Whitfield; PASSED UNANIMOUSLY.
E. Highway Capital Projects Fund 176

Motion to approve by Commissioner Shaver; seconded by Commissioner Cullen; PASSED UNANIMOUSLY.

## Discussion: FY 2023-2024 Budget Prep

Ms. Rice informed the committee that the budget request packets have been distributed to the appropriate departments. She also informed the committee that she would like to follow the same format for the budget prep meetings as were done in the previous year: three meetings a week, Monday, Wednesday, Friday beginning at 10:00am in mid to late March.

## Recommendations from Capital Projects Committee:

There was a recommendation, by committee chair, Commissioner Quillen, to fund the following projects:
A. Annex WIFI switches upgrade project. The cost is approximately $\$ 15,800$. Motion to approve from Capital Projects Fund from \$200K by Commissioner Shaver; seconded by Commissioner Cullen; PASSED UNANIMOUSLY.
B. Storage shelves @ the newly acquired building (BBET) for Steve Harrelson. The Capital Projects Committee asked for this funding to come from ARPA. The cost is approximately $\$ 65,000$. Motion to approve from ARPA funds by Commissioner Shaver; seconded by Commissioner Whitfield; PASSED UNANIMOUSLY.

The project at the Sr. Center for erosion update will cost approximately $\$ 150,000$. The Capital Projects Committee thought this could possibly be funded from the County's ARPA money. This recommendation was tabled to allow the members of the commission opportunity to go to the Sr. Center to view the work needed. Motion to table by Commissioner Shaver; seconded by Commissioner Whitfield; PASSED UNANIMOUSLY.

Commissioner Satterfield made a motion to request a 30 day moratorium on any more ARPA appropriations; seconded by Commissioner Shaver; PASSED UNANIMOUSLY.

Sheriff Davis mentioned that there will be a memorial for Deputy Chris Jenkins on February 3, 2023 at 8:00 am.

All business concluded, Commissioner Shaver made a motion to adjourn the meeting, and Commissioner Satterfield seconded the motion.


Mayor-Rolten "Buddy" Bradshaw
Budget Committee Chair

Loudon County Budget Committee<br>Meeting Minutes<br>February 21, 2023<br>COMMITTEE MEMBERS:<br>Mayor Rollen "Buddy" Bradshaw, Chair<br>Commissioner Henry Cullen, Vice Chair<br>Commissioner Bill Satterfield<br>Commissioner Gary Whitfield<br>Commissioner Van Shaver<br>Tracy Blair, Budget Director

All members of the Budget Committee were present. Pat Hunter and Sarah Thomason were also in attendance.

The following items were corsidered:

Consideration of approval of minutes of January 17, 2023 meeting
Commissioner Shaver made a motion to approve the minutes, seconded by Commissioner Satterfield;
PASSING UNANIMOUSIY upon the vote.

Discussion: FY 2023 EDA contribution invoices
Ms. Blair explained that EDA invoices the county quarterly and FY 2023 invoices received to date are $25 \%$ of the amount EDA requested $(\$ 177,174)$ rather than $25 \%$ of the amount approved ( $\$ 169,860$ ). The discussion included comments about the interlocal Agreement, ideas for more equitable funding, and consideration of sending a letter to EDA requesting revised invoices for the remainder of this fiscal year. The discussion concluded with a motion to TABLE by Commissioner Whitfield, seconded by Commissioner Cullen. The motion PASSED upon the vote; 4 AYES, 1 NAY [Shaver].

## Consideration of recommendation regarding $1^{\text {st }}$ District Seat A, ARPA funds - Commissioner Chase Randoiph

a. $\$ 375,000$ for paving of county roads
b. $\$ 10,000$ contribution to Dimengr Rosenwald Foundation, Inc.
c. $\$ 5,000$ contribution to Kivanis Club of Tellico Village
d. $\$ 10,000$ contribution to Loudan County Sheriff's Department Benevolent Fund
e. $\$ 50,000$ contribution to Tellica V/illage Fire Department for new breathing apparatuses
f. $\$ 20,000$ for capital project - erosion at the Sr. Center

## Consideration of recommendation regarding $1^{\text {st }}$ District Seat B, ARPA funds - Commissioner Bill Geames

a. $\$ 375,000$ for paving of county roads
b. $\$ 10,000$ contribution to Dunbar Rosenwald Foundation, Inc.
c. $\$ 5,000$ contribution to Kiwanis Club of Tellico Village
d. $\$ 10,000$ contribution to Loudon County Sheriff's Department Benevolent Fund
e. $\$ 50,000$ contribution to Tellico Village Fire Department for new breathing apparatuses
f. $\$ 20,000$ for capital project - erosion at the Sr. Center

Motion by Commissioner Shaver, second by Commissioner Whitfield to recommend approval of ARPA funding requests presented on behalf of Commissioner Randolph and Commissioner Geames. The motion PASSED UNANIMOUSLY upon the vote.

> Consideration of request to amend the Policy and Procedure Handbook - Military Leave Section 5.13 - • Sheriff Jimmy Davis
> Sheriff Davis was not present. Ms. Blair explained that the county's military leave policy grants a maximum of twenty (20) paid working days for military duty or training in any one-year period, in accordance with state and federal law. Sheriff Davis would like the county to consider additional paid days for employees on military leave, which will relieve these employees for utilizing paid annual days for those who have assignments that exceed twenty days. After a brief discussion, the Budget.
> Committee determined to consider this item or, next month's agenda. NO ACTION TAKEN

## Consideration of recommendation regarding $7^{\text {th }}$ District ARPA funds - Commissioner Henry Cullen

a. $\$ 20,000$ contribution to Tellico Reservoir Development Agency
b. $\$ 70,000$ contribution to Friends of Tellico Village Library

Motion by Commissioner Shaver, second by Commissioner Whitfield to recommend approval of ARPA funding as requested by Commissioner Cullen. The motion PASSED UNANIMOUSLY upon the vote.

## Consideration of recommendation regarding $4^{\text {th }}$ District ARPA funds - Commissioner Gary Whitfield

## $\$ 20,000$ coritribution to Phiiadeiphia Fire Department for turnout gear

Motion by Commissioner Cullen, second by Commissioner Satterfield to recurrmend approval of ARPA funding as requested by Commissioner Wintfield. The motion PASSED UNANIMOUSI Y upon the vote.

Consideration of recommendation to amend Resolution \#110722-GG to reduce the amount to TASS by $\$ 180,000$ from $3^{\text {rd }}$ District ARPA funds - Commissioner Bill Satterfield
Commissioner Satterfield requested a $\$ 180,000$ reduction in the ARPA funds assigned to the Third District for the construction of the Jackson Ferry Water Pump/Booster Stations, from $\$ 500,000$ to $\$ 320,000$. Commissioner Satterfield further stated the intent to utilize the $\$ 180,000$ to provide a portion of the required $35 \%$ match on the TDEC ARPA grant for the Greenback sewer project.

Ms. Blair informed the Committee that TASS has indicated a total of $\$ 1,028,000$ is needed for the water project, adding that a $\$ 180,000$ reduction to the total amount of $\$ 1,202,075$ approved for the projects via Resolution \#110722-GG would be approximately $\$ 6,000$ short of the amount requested by TASS. Commissioner Satterfield restated the request to reduce the amount by $\$ 180,000$, adding that TASS can provide the difference.

Commissioner Whitfield made the motion to recommend approval of the request. This motion was seconded by Commissioner Satterfield, and PASSED UNANIMOUSLY upon the vote.

## Consideration of recommendation to approve $\$ 200,000$ from the County ARPA standard allowance for the 35\% required match for the TDEC ARPA grant for Greenback Sewer Project - Commissioner Bill Satterfield <br> Commissioner Satterfield expressed regret for requesting appropriation of the entire Third District $\$ 500,000$ ARPA funds on the Jackson Ferry Water Pump/Booster Station and the match on the TDEC ARPA grant for Greenback Sewer Project. Both projects will be constructed by and maintained by TASS, and since Loudon County is partial owner of the utility district, Commissioner Satterfield prefers funding with county funds rather than Third District ARPA funds.

Commissioner Shaver agreed, adding that Loudon County has already committed \$750,000 of County ARFA funds to TASS for the water project. Other members of the Budget Committee agreed. There was a brief discussion to rescind Fesolution \#110722-GG, thereby allowing Commissioner Satterfield to reappropriate the $\$ 500,000$ ARPA furids assigned to the Third District. There was no action on this suggestion.

Motion by Commissioner Whitfield to reconsider items \#8 and \#9 on the agenda.

## Agenda Item \#8

Consideration of recommendation to amend Resolution \#110722-GG to reduce the amount to TASS by $\$ 180,000$ from $3^{\text {rd }}$ District ARPA funds - Commissioner Bill Satterfield

Agenda Item \#9
Consideration of recommendation to approve $\$ 200,000$ from the County ARPA standard allowance for the 35\% required maich for the TDEC ARPA grant for Greenback Sewer Project - Commissioner. Bill Satuerfield

This motion was seconded hy Commissioner Shaver and PASSED UNANIMOUSLY upon the vote.

Motion by Commissioner Whitfield to TABLE items \#8 and \#9 on the agenda.

## Agenda Item \#8

Consideration of recommendation to amend Resolution \#110722-GG to reduce the amount to TASS by $\$ 180,000$ from $3^{\text {rd }}$ District ARPA funds - Commissioner Bill Satterfield

Agenda Item \#9
Consideration of recommendation to approve $\$ 200,000$ from the County ARPA standard allowance for the 35\% required match for the TDEC ARPA grant for Greenback Sewer Project - Commissioner Bill Satterfield

This motion was seconded by Commissioner Shaver and PASSED UNANIMOUSLY upon the vote.

Consideration of approval of line adjustments and/or recommendation to approve amendments in the following funds:
A. County General Fund 101
B. Special Revenue Fund 127-ARPA
C. Highway Department Fund 131
D. General Purpose School Fund 141.
E. School Federal Projects Fund 142
F. School Federal Projerts Fund 143
G.. General Capital Projects Fund 171

Commissioner Shaver made the motion to approve all amendments in all funds. This motion was seconded by Commissioner Cullen and PASSED UNANIMOUSLY upon the vote.

All business concluded, Commissioner Shaver made the motion to adjourn; seconded by Commissioner Cullen. Thereupon, Mayor Bradshaw adjourned the meeting.


## Loudon County Commission

April 3, 2023

## Bonds \& Notaries

Carol D. Anthony, Yvette K. Arnold, Kathy E. Finger, Charles A. Hale, Malia Dionne Hodge, Rhonda Gail Knittel, Melissa A. Lawson, Paul C. Mingee III, Kristina F. Mingee, Ruth Elaine Minor, Mist Minton, Jay W. Morello

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LOUDON COUNTY CLERK
RILEY WAMPLER COUNTY CLERK
101 MULBERRY ST STE 200
LOUDON TN 37774
Telephone 865-458-3314
Fax 865-458-9891
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Notaries to be elected April 03,2023
CAROL D ĀNTHONY MELISSA A. LAWSON
YVETTE K ARNOLD
KATHY E FINGER
CHARLES A HALE
MALIA DIONNE HODGE
RHONDA GAIL KNITTEL

PAUL C MINGEE III
KRISTINA F MINGEE
RUTH ELAINE MINOR
MISTY MINTON
JAY W MORELLO


[^0]:    Loudon County Mayor

[^1]:    

