Loudon, Tennessee Monday, April 3, 2023 Courthouse Annex 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. Boards & Committees
 - 1) 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

- 7) Loudon County Economic Development Executive Director Jack Qualls
 - A. Purchase industrial property
- 8) Loudon County Procurement Director Matt Kleinschmidt

A. Large format printer lease renewal for Register of Deeds (24 months 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:
 - 1. Tellico Village Fire Department \$275,000
 - 2. Philadelphia Fire Department \$50,000
 - 3. The Friends of the Tellico Village Library \$70,000
 - 4. Tellico Reservoir Development Agency \$20,000
 - 5. Loudon County Sheriff's Department Benevolent Fund \$20,000
 - 6. Dunbar Rosenwald Foundation \$20,000
 - 7. Kiwanis Club of Tellico Village \$10,000
- E. 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. Special Revenue Fund ARPA 127
 - 4. Highway Department Fund 131
 - 5. 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

April 3, 2023

Minutes for Approval

February 21, 2023

LOUDON COUNTY COMMISSION LOUDON COUNTY, TENNESSEE Monday, March 6, 2023 Courthouse Annex Building 6 P.M.

DRAFT COPY Not Approved

REGULAR COMMISSION MINUTES

(1)	Public Hearing	A RESOLUTION AMENDING THE <u>ZONING MAP OF LOUDON COUNTY.</u> <u>TENNESSEE</u> , PURSUANT TO CHAPTER SEVEN, \$13-7-105 OF THE <u>TENNESSEE</u> <u>CODE ANNOTATED</u> , TO REZONE FROM C-2, GENERAL COMMERCIAL DISTRICT TO R-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
		A RESOLUTION AMENDING THE <u>ZONING MAP OF LOUDON COUNTY.</u> <u>TENNESSEE</u> , PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE <u>TENNESSEE</u> <u>CODE ANNOTATED</u> , 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 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 G th day of March 2023. Commission Chairman Henry Cullen called the meeting to order at G: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.
(3)	Roll Call	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.
(4)	Agenda Adoption	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.
(5)	Minutes Approved	Commission Chairman Cullen requested that the February G, 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.
(6)	General Public Comments	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.

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Loudon County Codes Enforcement Director - Jim Jenkins presented to commission: A (7) Zoning Resolution RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, 2.70 Hall Street TENNESSEE, PURSUANT TO CHAPTER SEVEN, \$13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM C-2, GENERAL COMMERCIAL DISTRICT TO R-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 2nd district. Commissioner Quillen seconded the motion. Commissioner Cullen called for Voice Vote. Upon Voice Vote the motion PASSED unanimously. (10/0) RESOLUTION 030623-A Loudon County Codes Enforcement Director - Jim Jenkins presented to commission: A (B) Zoning Resolution -25805 Hwy RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY. TENNESSEE, PURSUANT TO CHAPTER SEVEN, \$13-7-105 OF THE TENNESSEE 321 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 3PD LEGISLATIVE DISTRICT Commissioner Satterfield made a motion to approve the zoning resolution for the 3rd 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 (9) Zoning Resolution -Gregg to the Public Records Commission. Poplar Springs Road 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 (10) TN Highway Safety Grant Safety Grant Application with no matching funds. (\$ 30,000) Chief Deputy Each 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 (11) Opposition to State Bills -Letter Sent state representatives on certain bills.

Commissioner Randolph seconded the motion.



Commission Chairman Cullen called for Voice Vote.

Upon Voice Vote the motion PASSED unanimously. (10/0)

(12) Director of Accounts and Budgets Intent to Retire – Tracy Blair Director of Accounts and Budgets Tracy Blair spoke for her last time as Director of Accounts and Budgets before she retires. Mrs. Blair thanked the Mayor and County Commission for her years of service working with them and their support. She spoke of the challenge Commissioner Shaver had given her when she began her journey as the Director of Accounts and Budgets. She accepted that challenge and talked about the five consecutive audits the county has since had. She passed along to the Interim Director Erin Rice her challenge as the next Director of Accounts and Budgets and challenged her to learn from them as she herself also did. Mrs. Blair stated that she is leaving the county with a \$ 12.7 million dollar fund balance as of June 20, 2022 for the County General Fund. Eighteen years and three months ago on December 6, 2004 County Commission voted to appoint Mrs. Blair as the Director of Accounts and Budgets and she promised that she would do her job diligently with integrity. and honesty and asked Mayor Bradshaw and the legislative body of County Commission to accept this as her intent to retire and that she has fulfilled her promise.

(13) ARPA Funds -District 1 Seat A Interim Director of Accounts and Budgets Erin Rice presented for consideration of recommendation to approve Resolutions for appropriate ARPA funds - District 1 Seat A:

- 1) \$ 375,000 for paving county roads
- 2) \$ 10,000 contribution to Dunbar Rosenwald Foundation, Inc.
- 3) \$ 5,000 contribution to Kiwanis Club of Tellico Village
- 4) \$ 10,000 contribution to Loudon County Sheriff's Department Benevolent Fund
- 5) \$ 50,000 contribution to Tellico Village Fire Department
- 6) \$ 20,000 for partial funding of erosion control at the Sr. Center

Commissioner Randolph made a motion to approve the ARPA Funds for District 1 Seat A items 1-6. Commissioner Geames seconded the motion.

Commission Chairman Cullen called for a Roll Call Vote.

The following commissioner voted AYE:

Jenkins, Quillen, Satterfield, Whitfield, Cullen, Morrison, Shaver, Waller, Randolph, Geames (10)

The motion PASSED. (10/0) RESOLUTION 030623-D

(14) ARPA Funds District 1-Seat B Interim Director of Accounts and Budgets Erin Rice presented for consideration of recommendation to approve Resolutions for appropriate ARPA funds – District 1 Seat B:

- 7) \$ 375,000 for paving county roads
- 8) \$ 10,000 contribution to Dunbar Rosenwald Foundation, Inc.
- 9) \$ 5,000 contribution to Kiwanis Club of Tellico Village
- 10) \$ 10,000 contribution to Loudon County Sheriff's Department Benevolent Fund
- 11) \$ 50,000 contribution to Tellico Village Fire Department
- 12)\$ 20,000 for partial funding of erosion control at the Sr. Center

Commissioner Geames made a motion to approve the ARPA Funds for District 1 Seat B items 1-6. Commissioner Randolph seconded the motion.

Commission Chairman Cullen called for a Roll Call Vote.

The following commissioner voted AYE:

Quillen, Satterfield, Whitfield, Cullen, Morrison, Shaver, Waller, Randolph, Geames, Jenkins (10)



The motion PASSED. (10/0) RESOLUTION 030623-E

(15) ARFA Funds -District 4 Interim Director of Accounts and Budgets Erin Rice presented to commission for consideration of recommendation to approve Resolution to appropriate ARPA Funds -District 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) RESOLUTION 030623-F

(16) ARPA Funds -District 7 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

(17) Budget Amendments – Funds 101, 127, 131, 141,142,143 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-K
- 5) School Federal Projects Fund 142 RESOLUTION 030623-L
- 6) Central Cafeteria Fund 143 RESOLUTION 030623-M

Commissioner Whitfield made a motion to approve the budget amendments items 1-6.

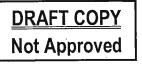
Commissioner Shaver seconded the motion.

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)



Loudon County Commission Meeting Minutes, Monday, March 6, 2023

(18) Distribution of Wouthly Reports Prior to the meeting the following reports were distributed:

1) Summary Financial Statement - February 2023 EXHIBIT 030623-N

(19) Bonds a 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 Wills, 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

(20) Adjournment 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.

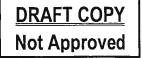
Loudon County Commission Chairman

ATTEST:

Loudon County Clerk

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Loudon County Mayor



April 3, 2023

Opioid Settlement

Opioid Settlement for Loudon County

RESOLUTION IN SUPPORT OF DRUG DEALER LIABILITY ACT LAWSUIT

The Loudon County Legislative Body meeting in regular session on the _____ 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 Attorney Russell Johnson is the duly elected District Attorney General for the 9th Judicial District of the State of Tennessee;

WHEREAS, General Johnson brought a lawsuit in 2017 through the law firm of Branstetter, Stranch & Jennings, 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.

APPROVED:

Rollen Bradshaw, County Mayor



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:

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

Cost of Services:

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

- Attorneys will advance all litigation costs. Client has no obligation to reimburse attorneys
 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 successful, 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.

Client:

Firm:

Date

KENTUCKY 515 PARK AVENUE LOUISVILLE, KY 40208 P (502) 636.4333 F (502) 636.4342 TENNESSEE THE FREEDOM CENTER 223 ROSA I. PARKS AVENUE, SUITE 200 NASHVILLE, TH 37203 P (615) 254.8801 r (615) 255.5419 85JFIRM.COM OHIO 425 WALNUT STREET SUITE 2315 CINCINNATI, OH 45202 P (513) 381.2224 F (513) 381.2225

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 2nd generation LPD Officer and has served as School Resource Officer, Field Training Officer, and a member of 9th Judicial District S.W.A.T. team; and

Whereas Kenny has also served on the Loudon County School Board, District 1, 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.

Loudon County Mayor Buddy Bradshaw

April 3, 2023

Proclamation

Tennessee Donor Services / April National Donate Life Month







DONOR SERVICES

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 professionals, 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, _________ supports saving lives through organ, eye, and tissue donation and finds the cause of such immediate and worthwhile importance that,

NOW, THEREFORE, I, ______ with and on behalf of ______ do Proclaim that ______observes:

APRIL AS NATIONAL DONATE LIFE MONTH

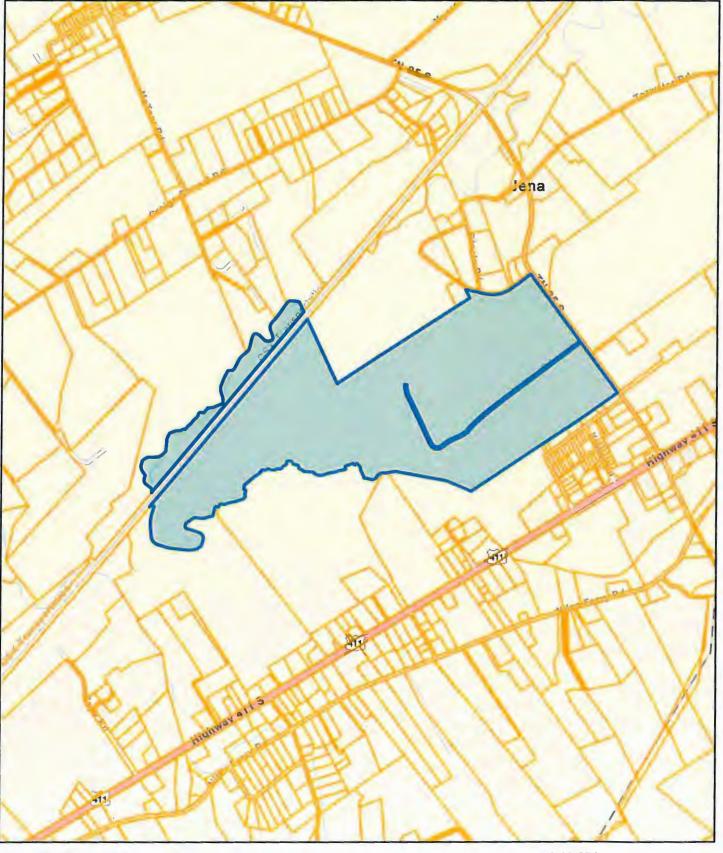
And in observance, I ask all citizens to register their decision to be donors in the Donate Life Tennessee Registry at DonateLifeTN.org or their local Driver Services Center.

Adopted by the ______ this XX day of XXX 2023.

April 3, 2023

London County Economic Development

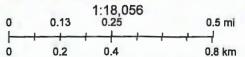
Purchase Industrial Property



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Date: March 20, 2023

County: Loudon Parcel Number: 080 Deeded Acreage: 231 Calculated Acreage: 236.2 Date of TDOT Imagery: 2019 Date of Vexcel Imagery: 2021

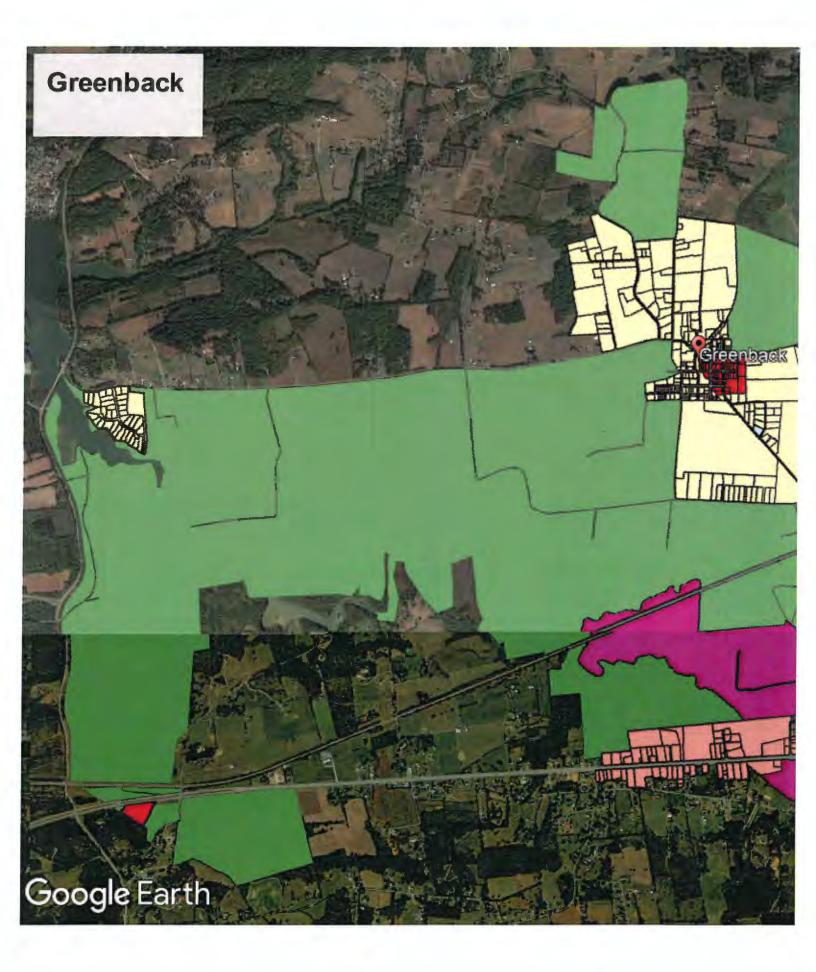


Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

The property lines are compiled from information maintained by your local county Assessor's offica but are not conclusive evidence of property ownership in any court of law.









April 3, 2023

Loudon County Purchasing

Large format printer lease renewal for Register of Deeds

(24 months at \$ 209 month)

RJ Young Company - Nashville P.O. Box 40623 Nashville, TN 37204					(615)255-8551 (800)347-1955	Page 1 of Order # HNXX00	
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Email			Email tammy@tit	lesearcher.com			
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Additional terms and condi	tions on page 2	2.					
			Sales Rep			Date:	
Signature:							
		Date:	Sales Mar	aner:		Date:	

COST PER COPY AGREEMENT TERMS AND CONDITIONS

the Equipment during shipping.

This is a non-cancelable agreement

10, EQUIPMENT LOCATION; RETURN, You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost 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 Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Mainfenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request, YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE, NOTHWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAYLESS THAN THE PERIODIC CPC PAYMENT.single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans 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 to us at the address we may specify in writing. Unless a proper exemption centificate is provided applicable sales and use faxes will be added to the Payment. If any Payment is not paid 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 maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listod in this agreement, Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period, Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website

us.

4. TITLE: RECORDING. We are the owner of and will hold lille to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE, You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any loses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment, You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or sel-off that you may have against us.

B. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, unlif 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 must notify us in writing immediately 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 for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES, You agree to show the Equipment as "Leased Property" on all personal properly lax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

11, RENEWAL, Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term of an agreement, this Agreement will administrary renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to

12. YOUR REPRESENTATIONS, You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13, YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in withing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT, You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any abligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies In a may be available for Norke of the informing actional in account without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual information of the information of the information of the information of the second of the second of the second of the information of the in value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we ray resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change,

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any contlicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change In the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT 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 BY JURY.

19. INTERPRETATION As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online

Page 2 of 2 Order # HNXX00

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



Structural -

Mechanical

Plumbing

Fire Protection

Electrical

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LOUDON COUNTY COURTHOUSE

Renovation Phase 2 Interior & Site Renovation

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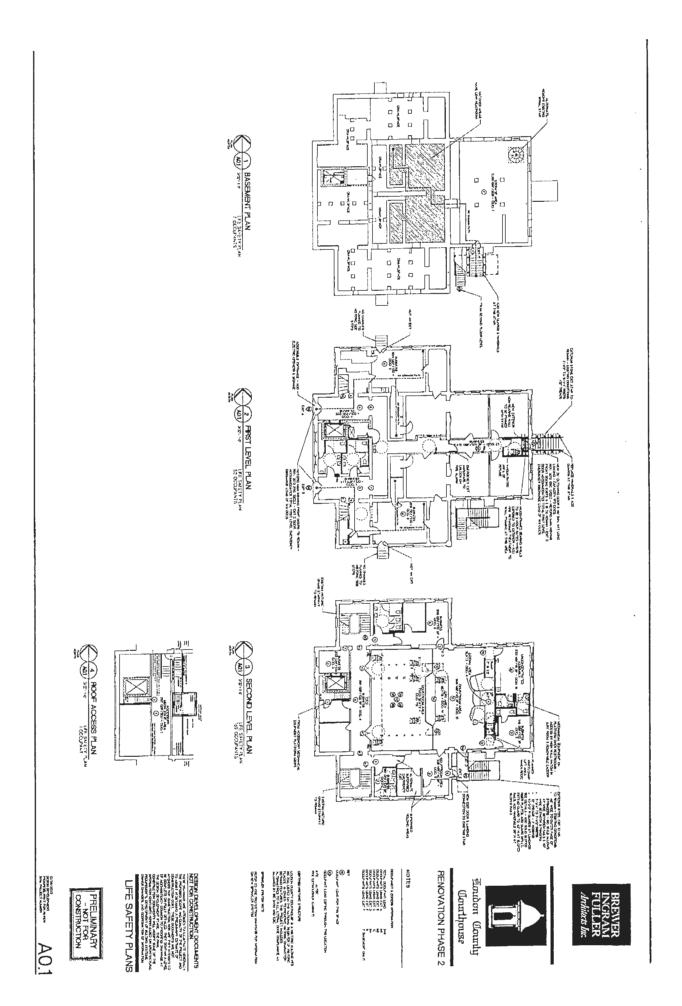
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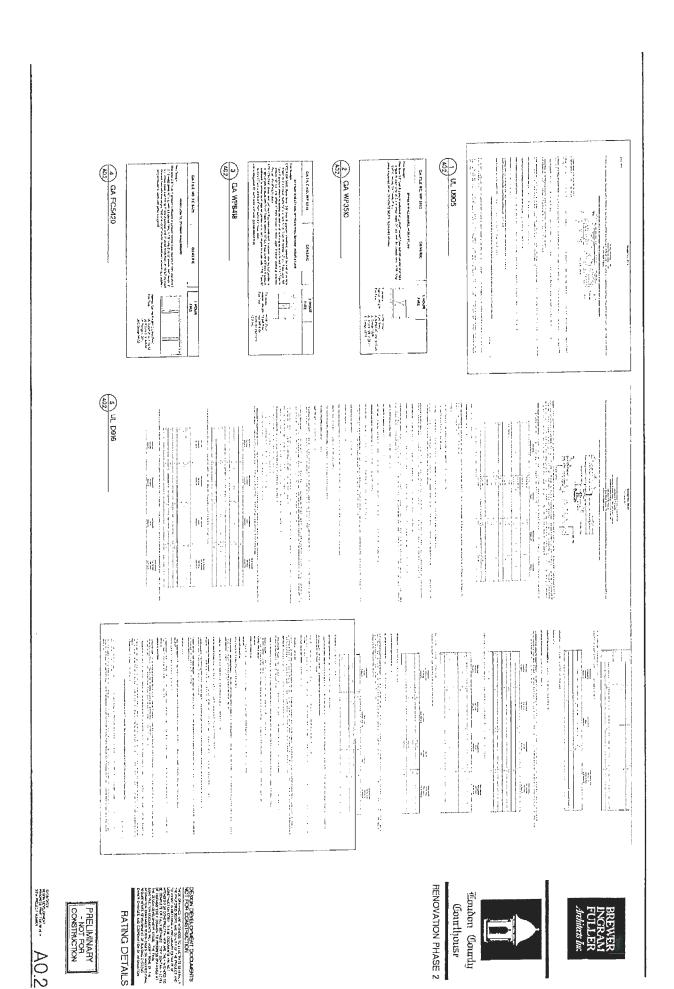
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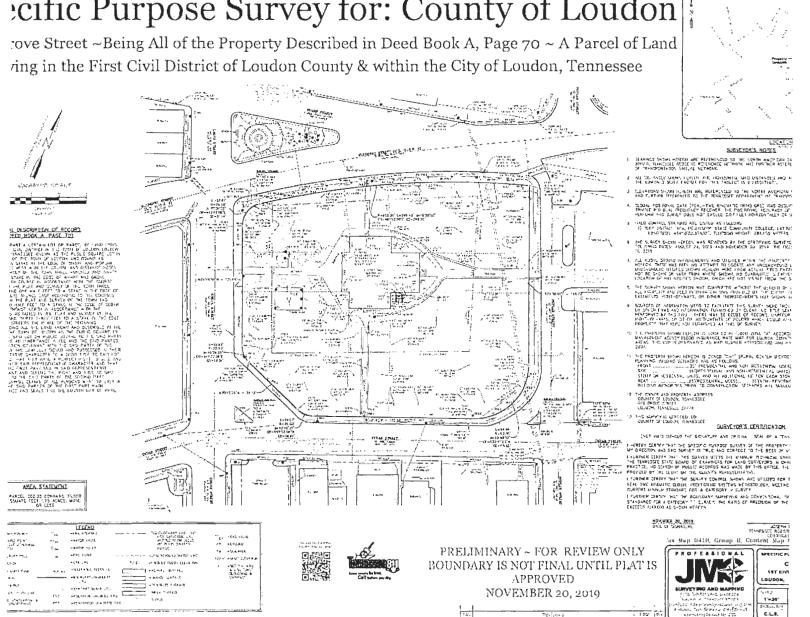
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GENERAL NOTES

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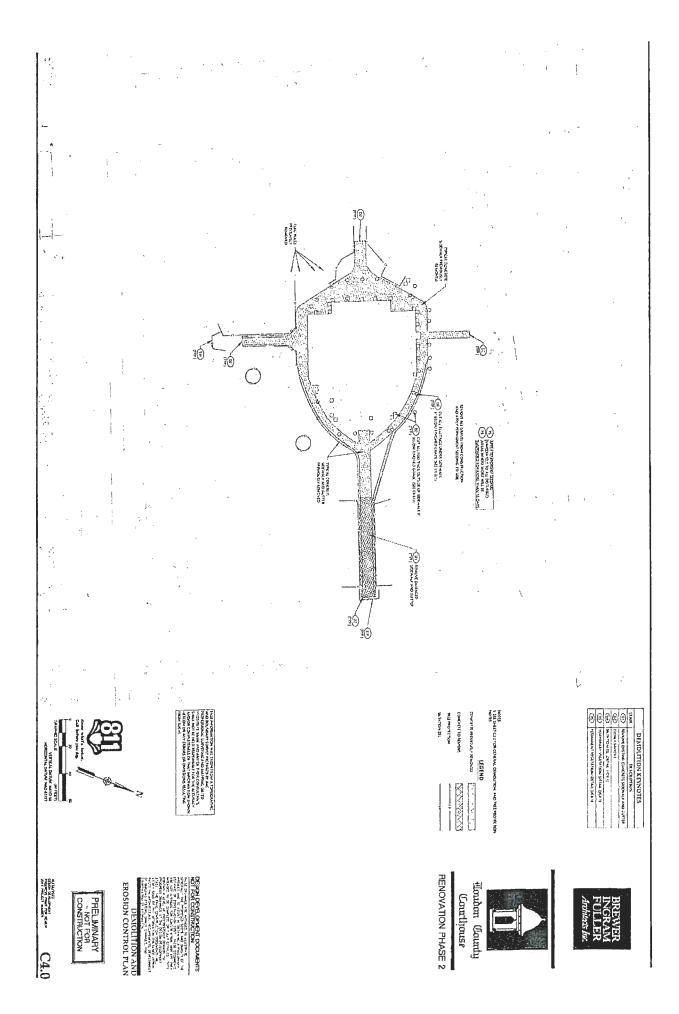
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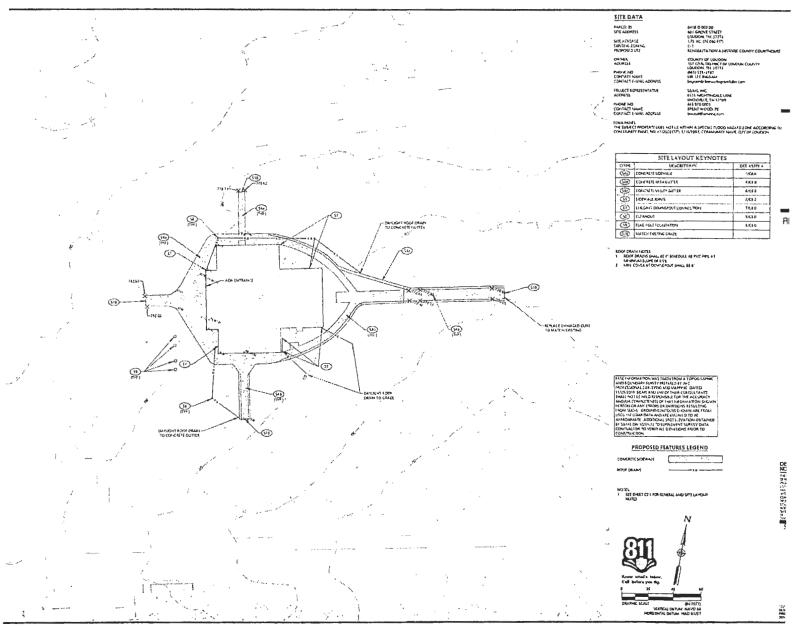
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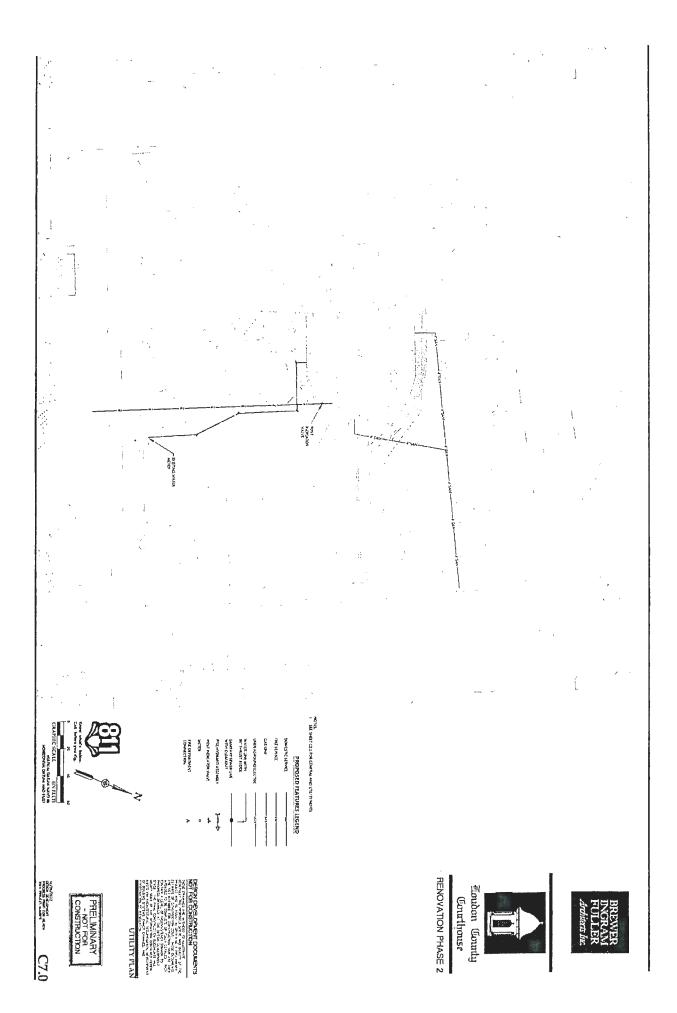
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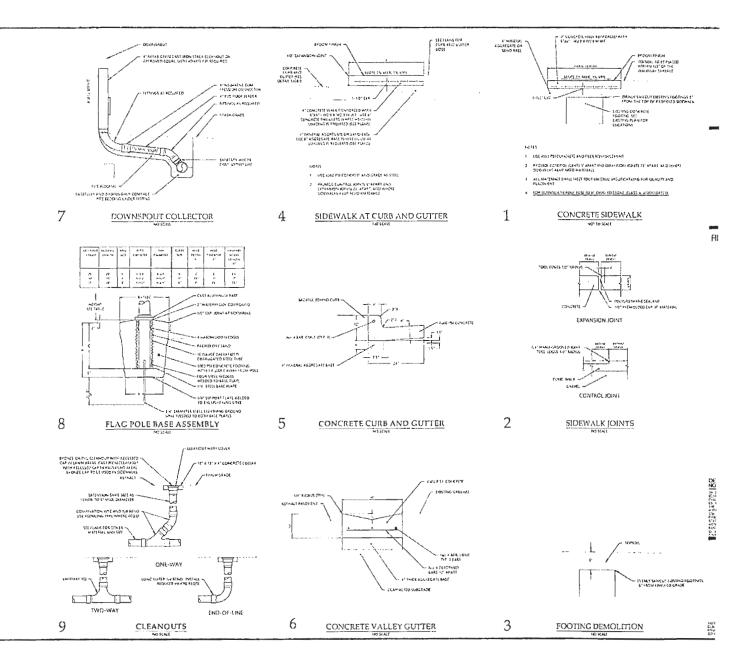
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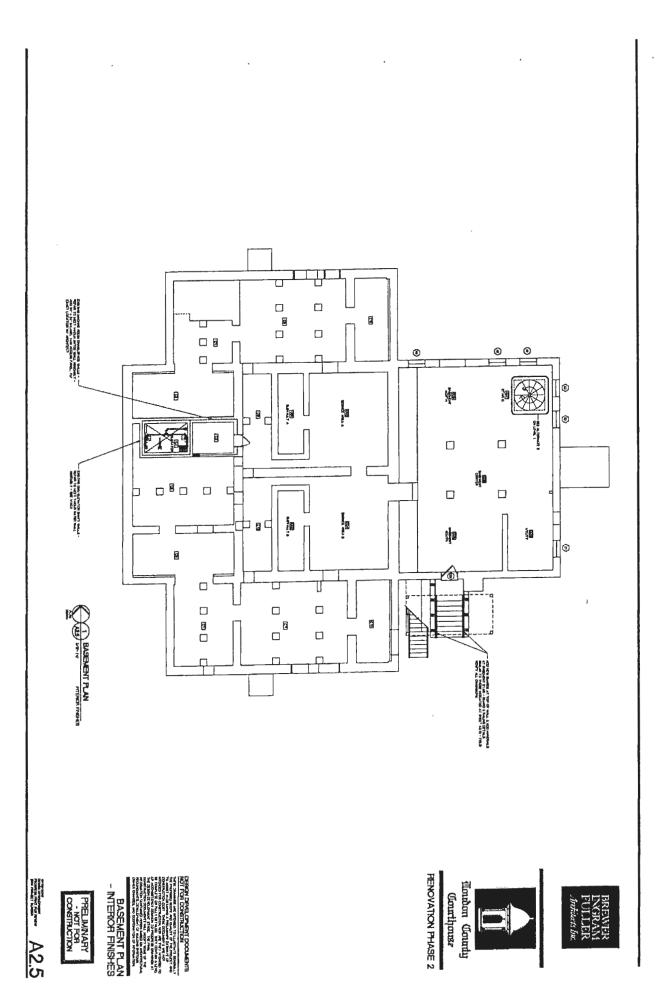


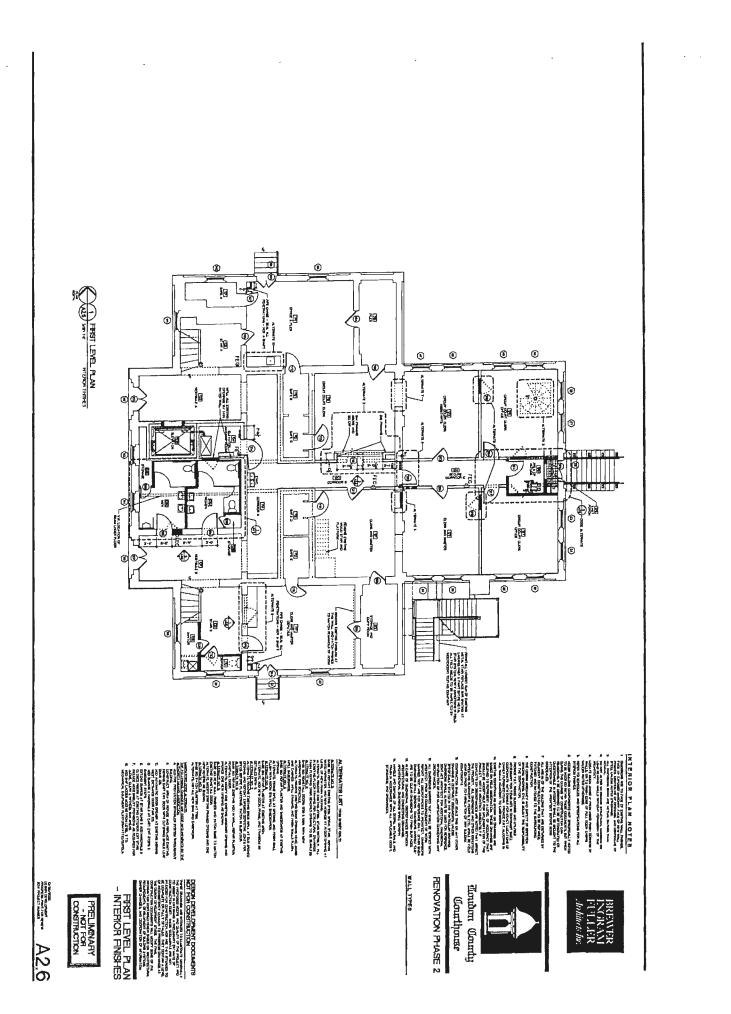


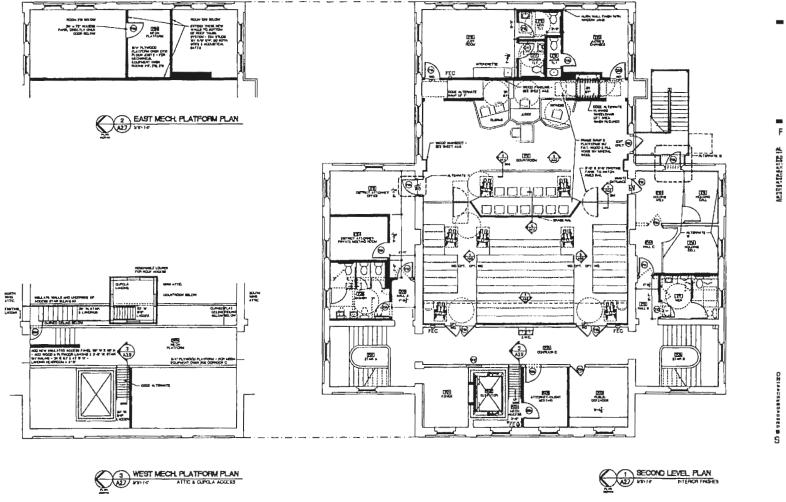


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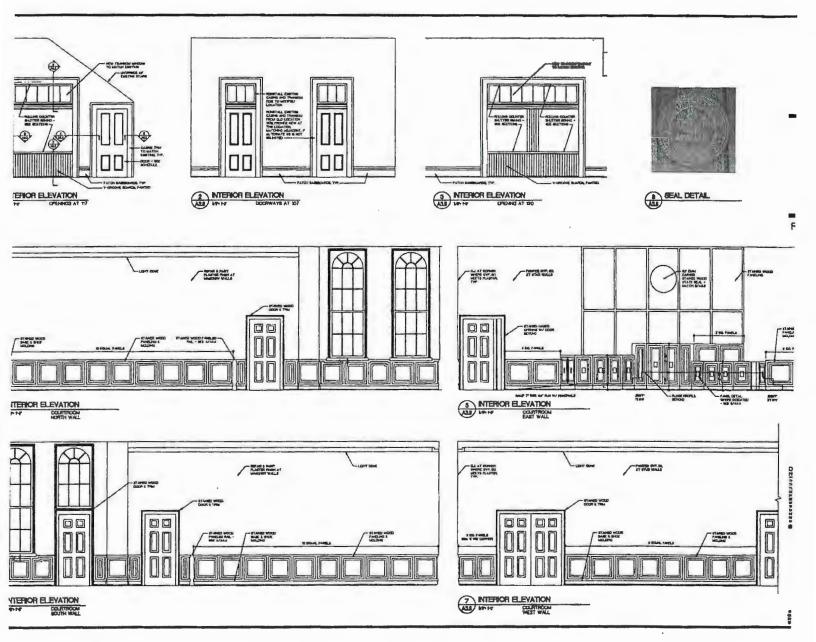
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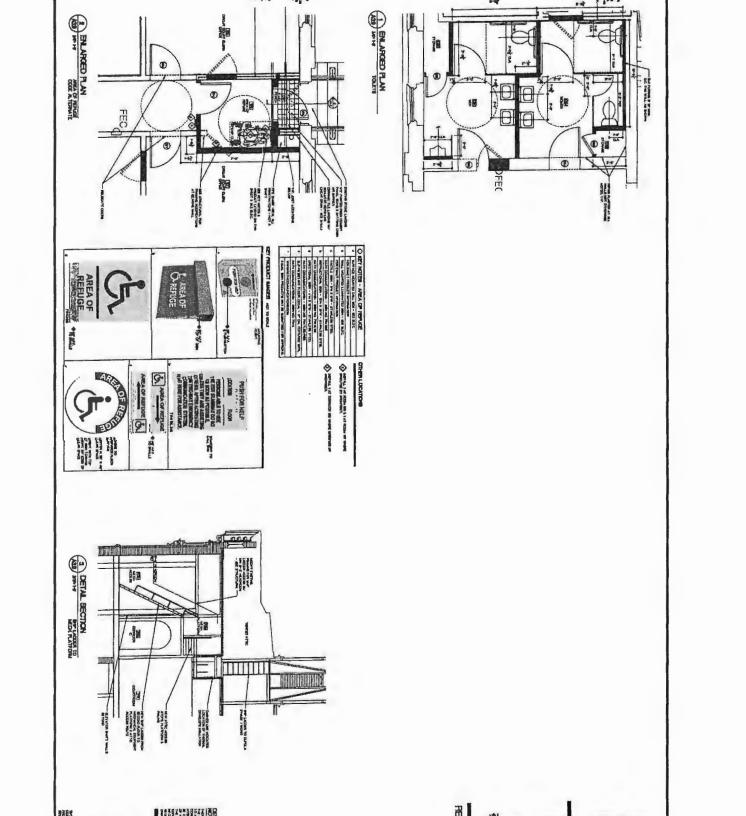
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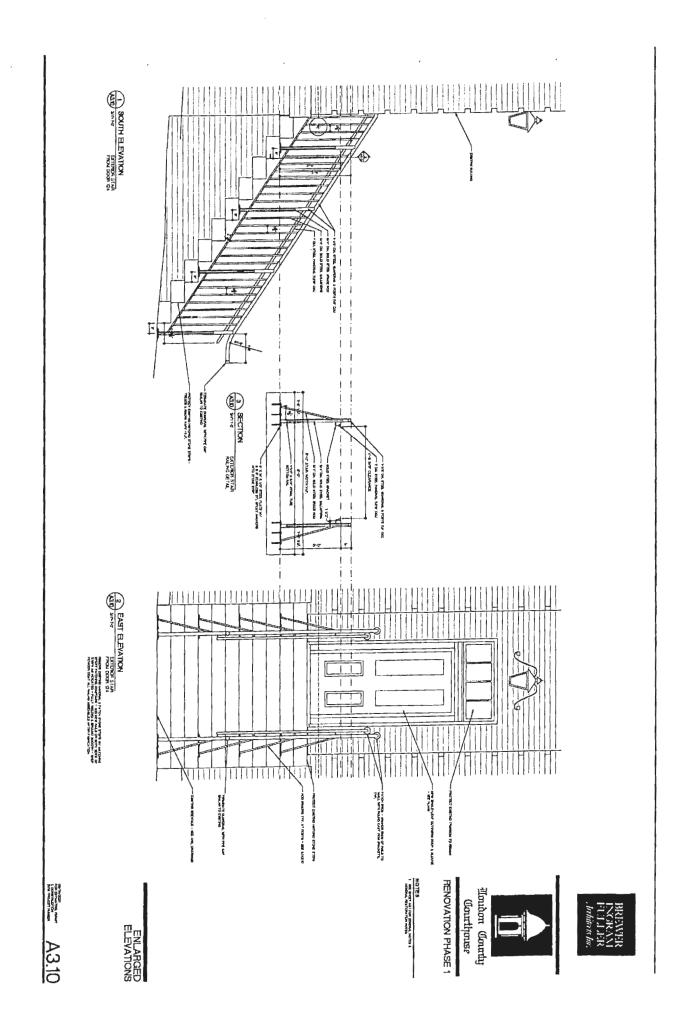


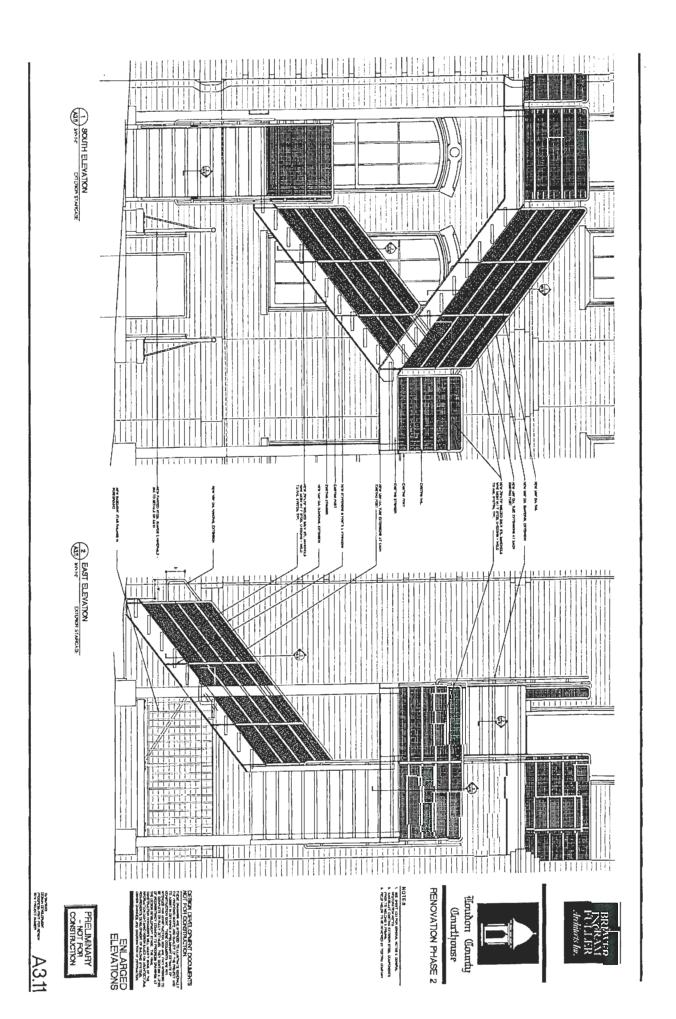
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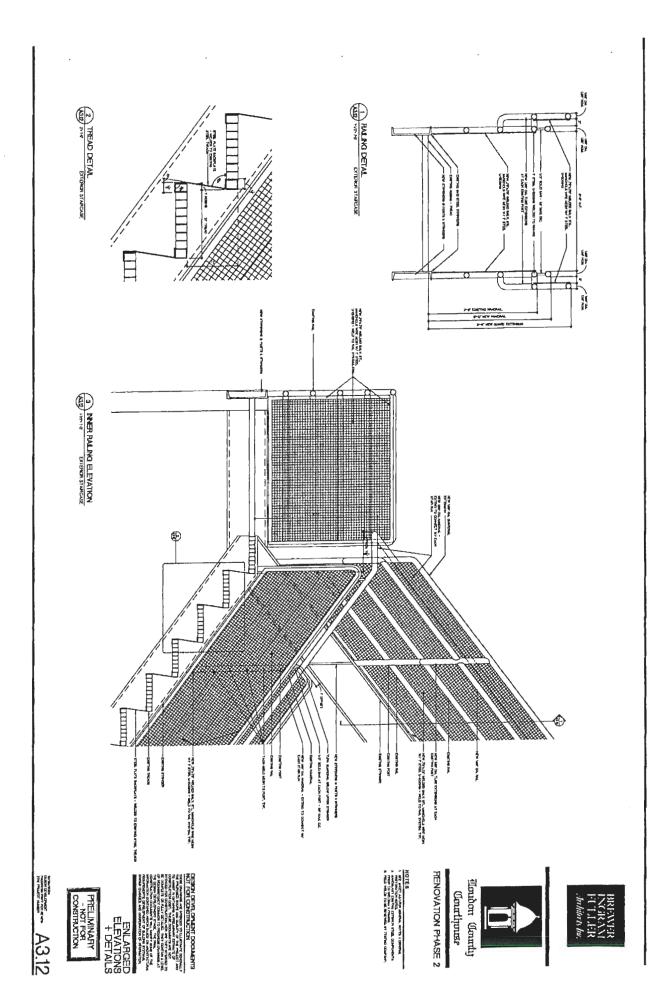
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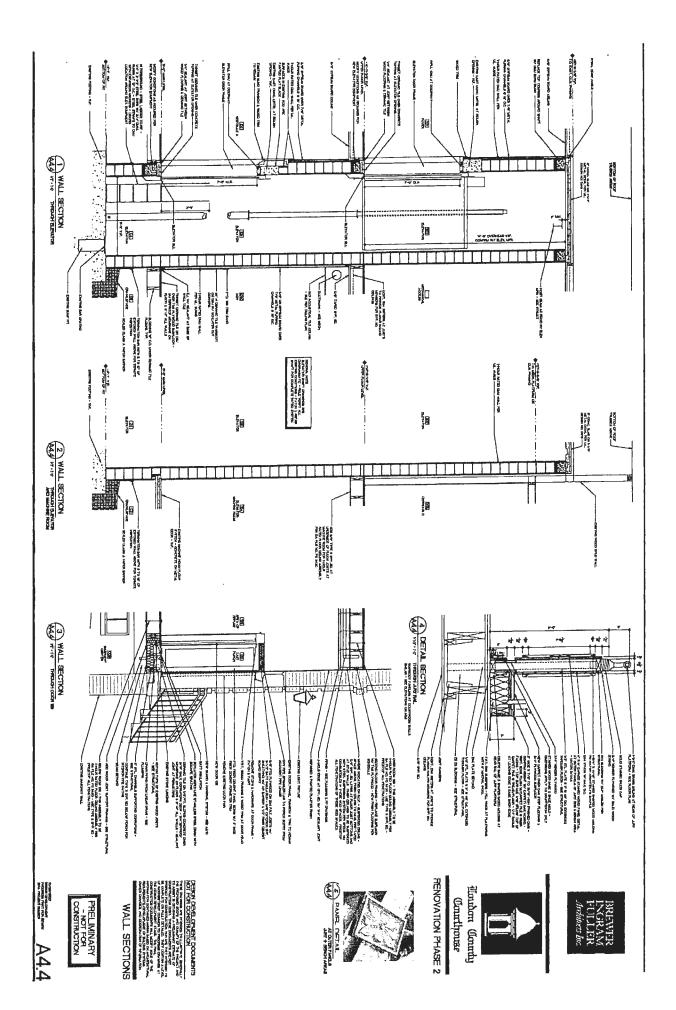


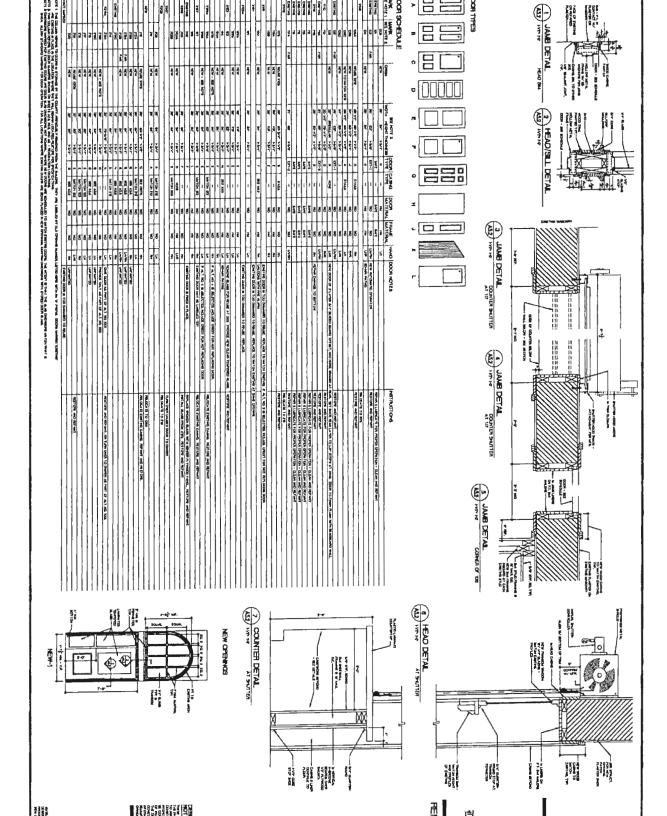


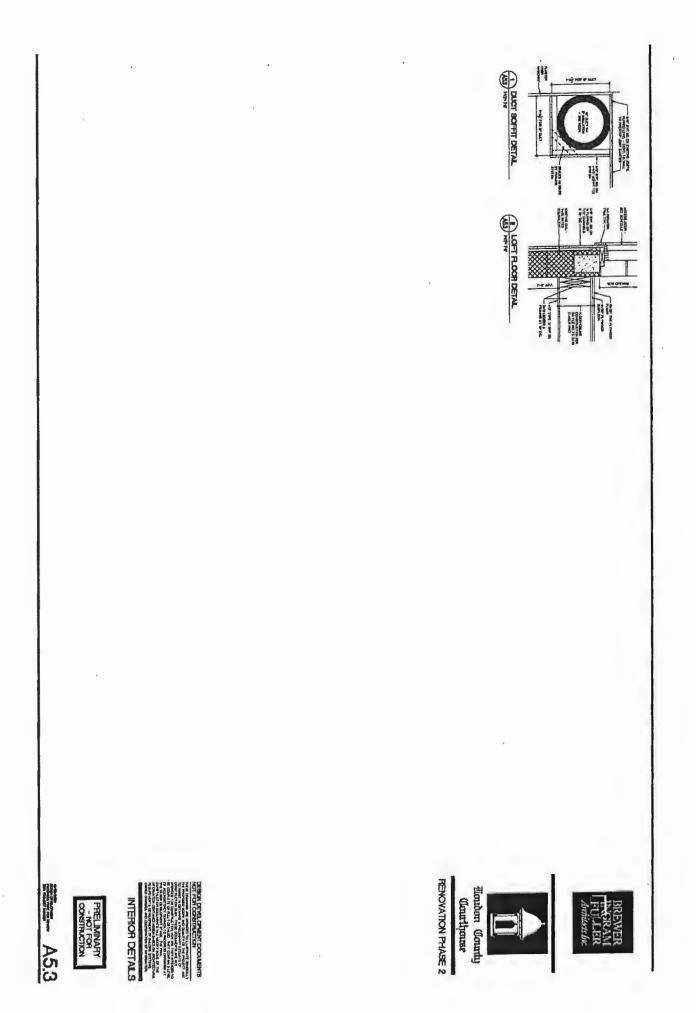


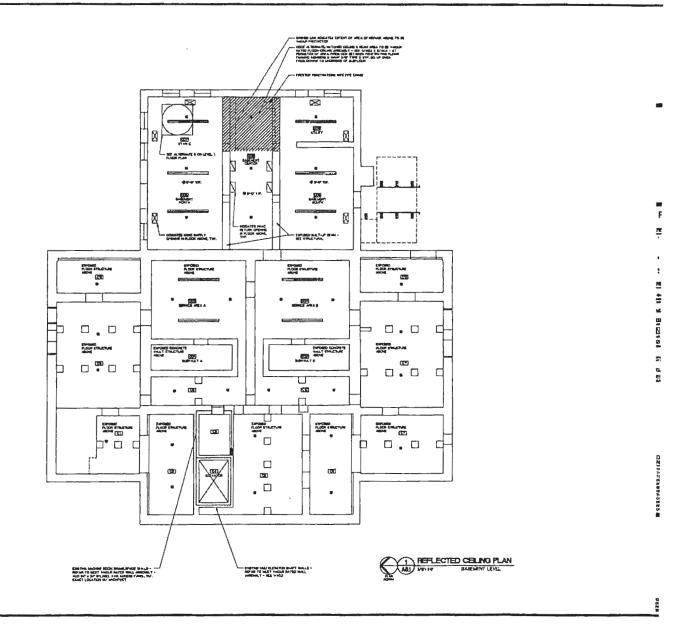


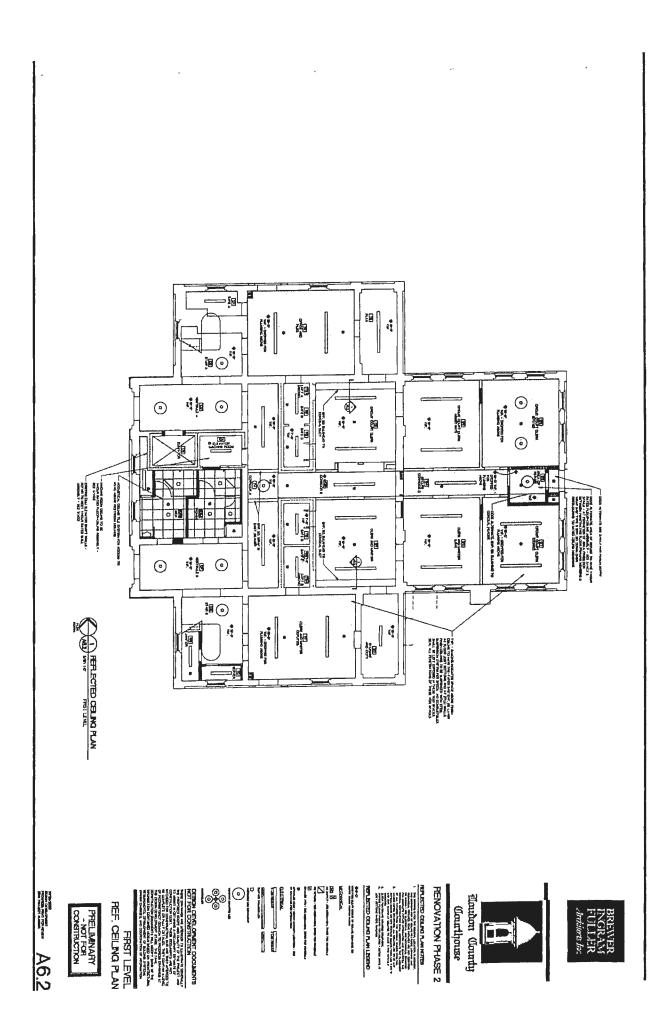


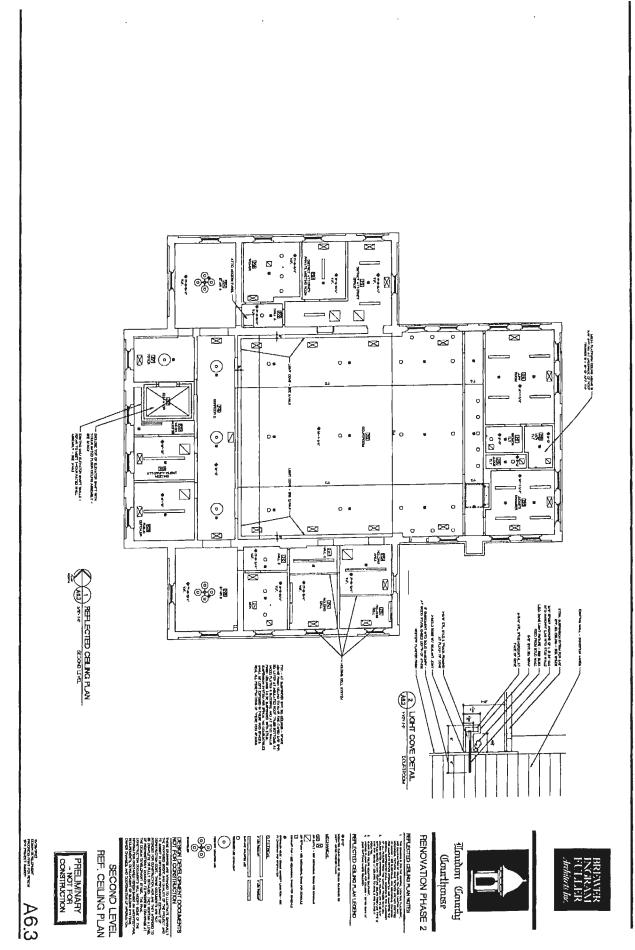


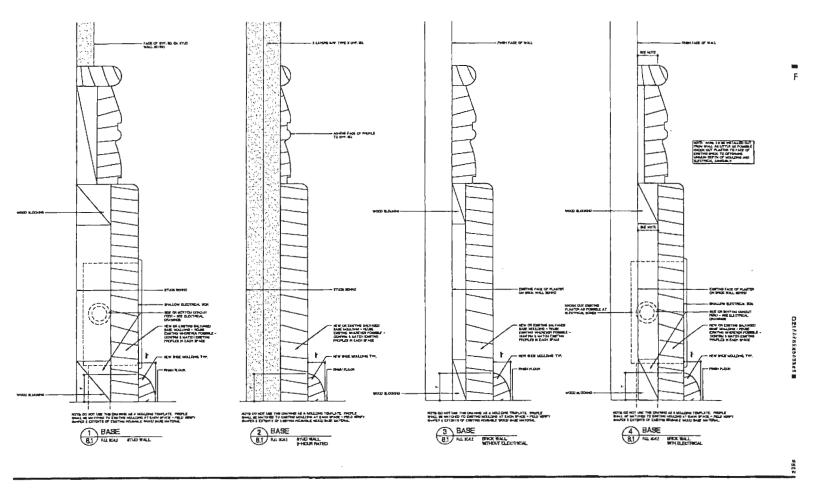


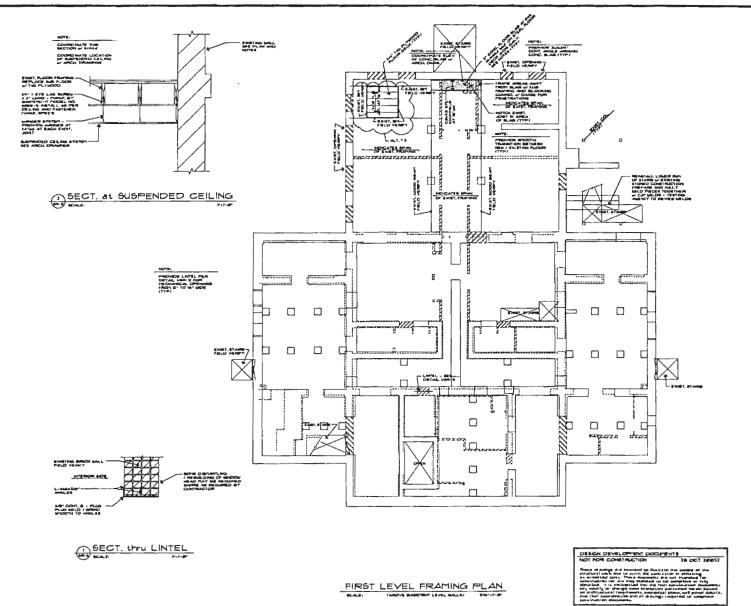


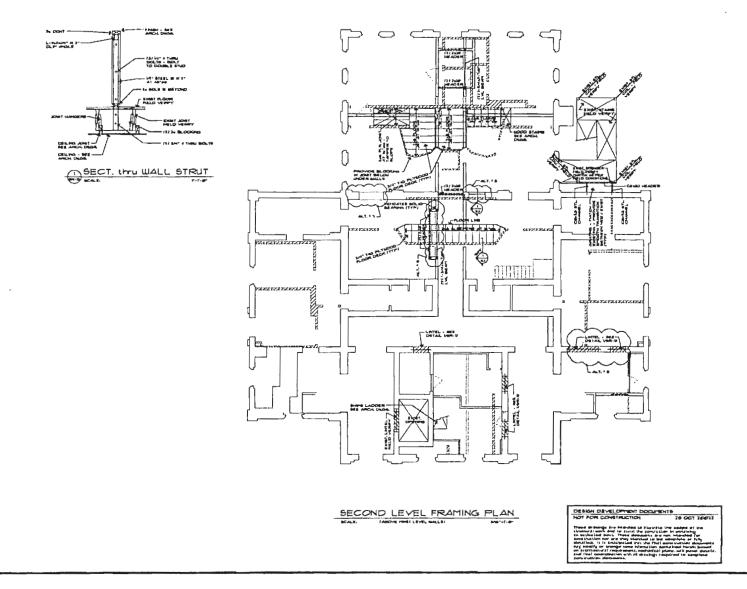






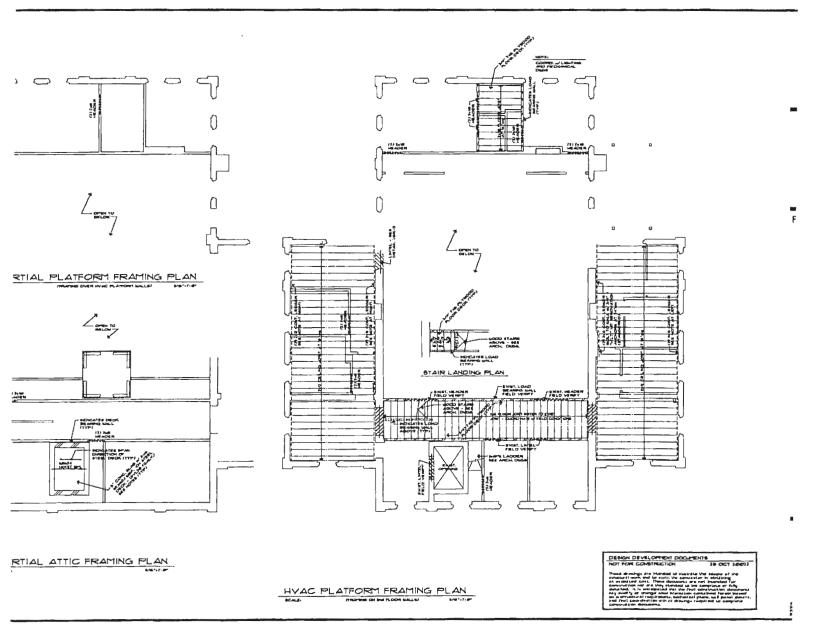




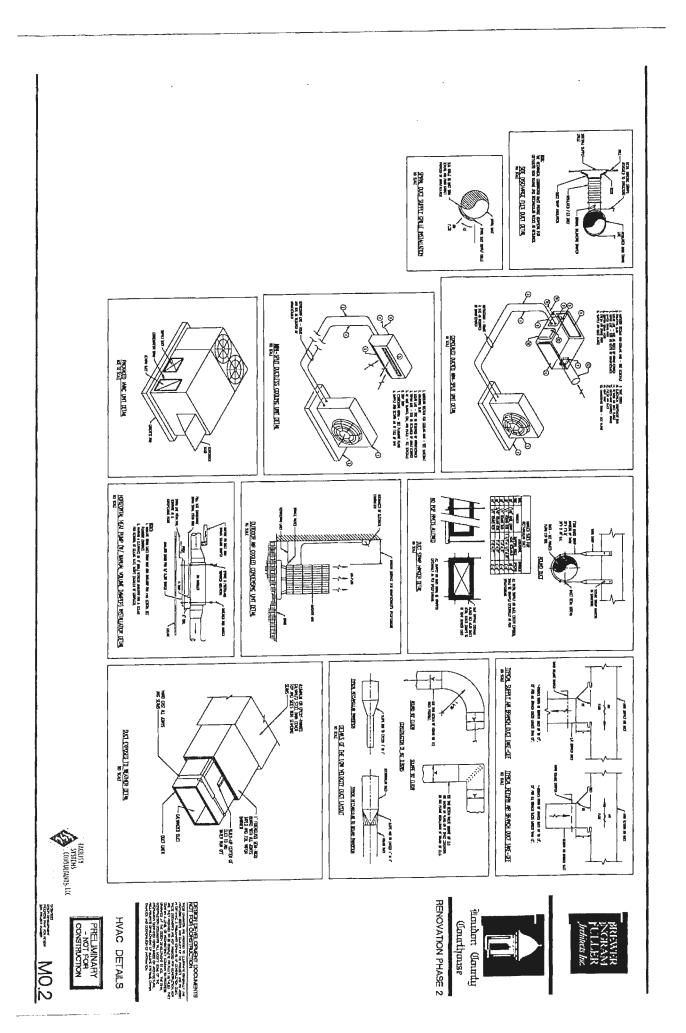


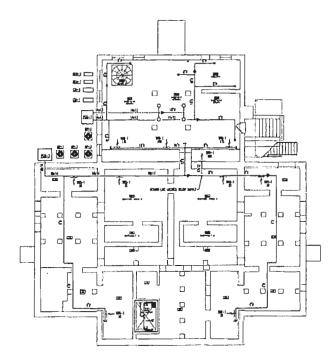
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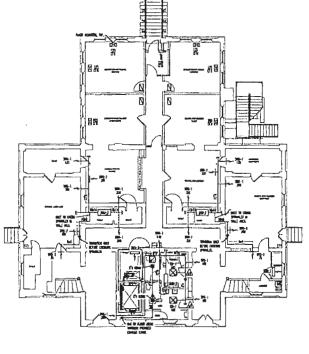


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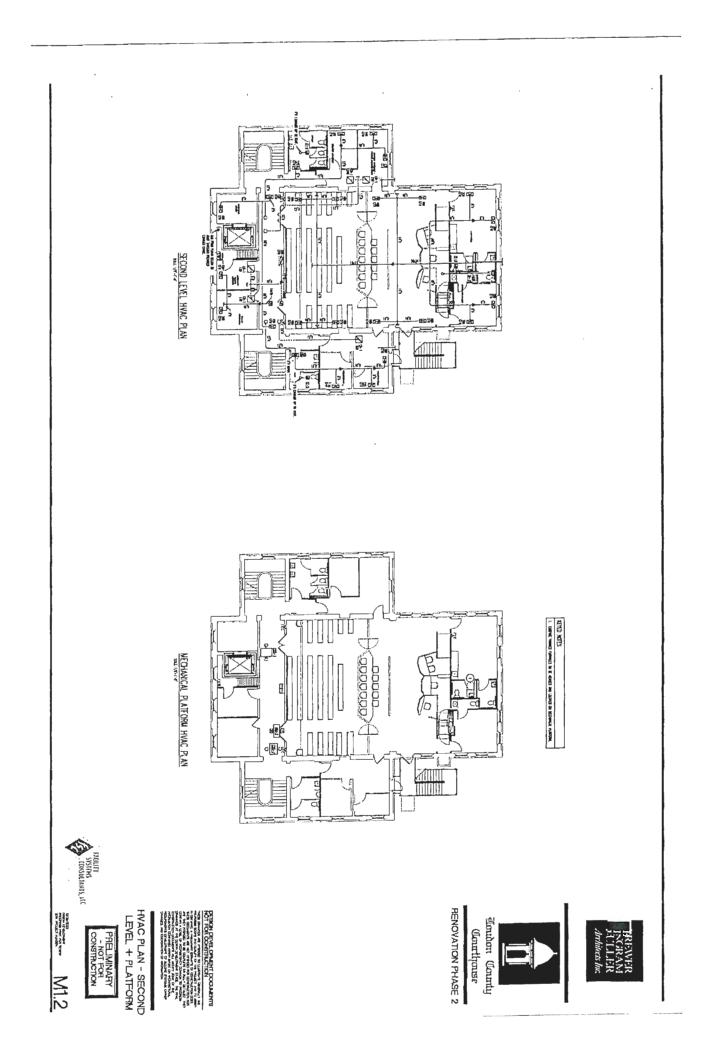


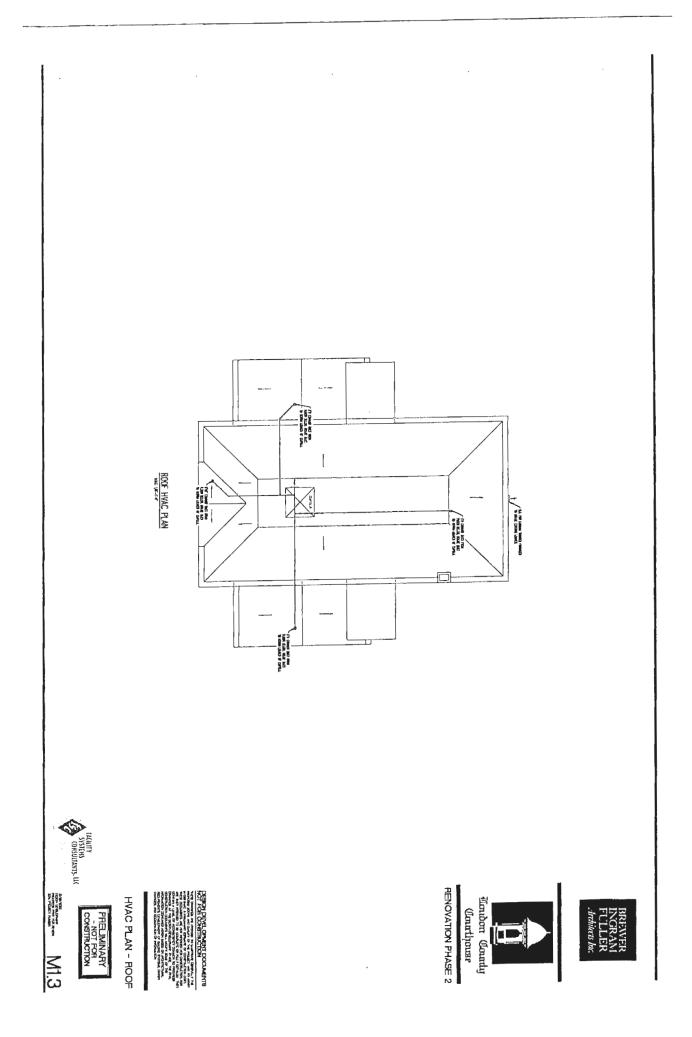
BASEMENT LEVEL HVAC PLAN

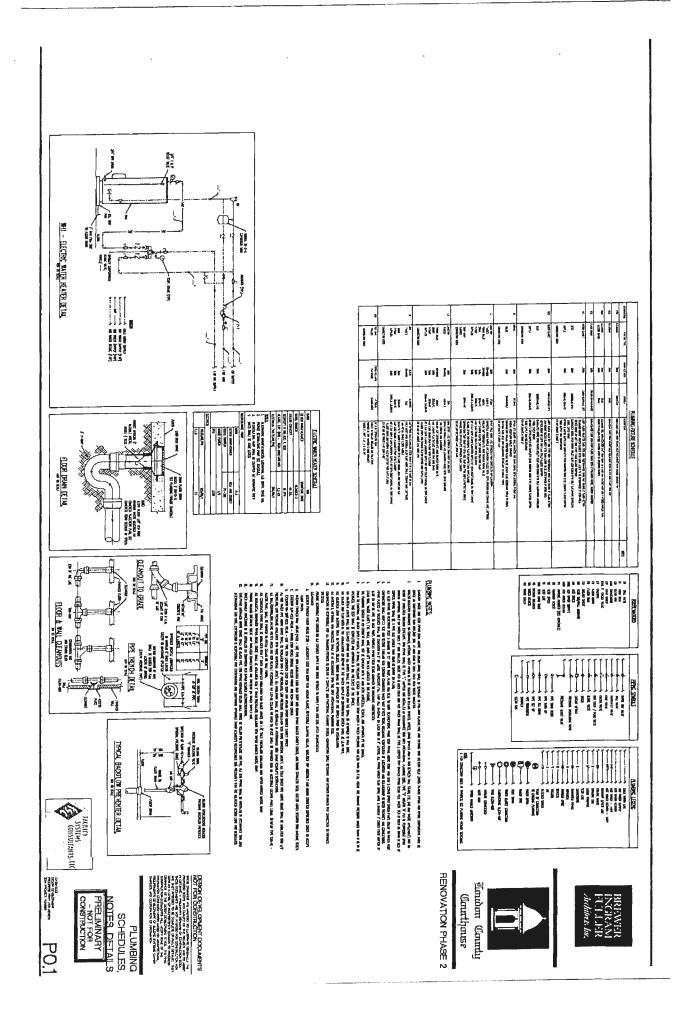


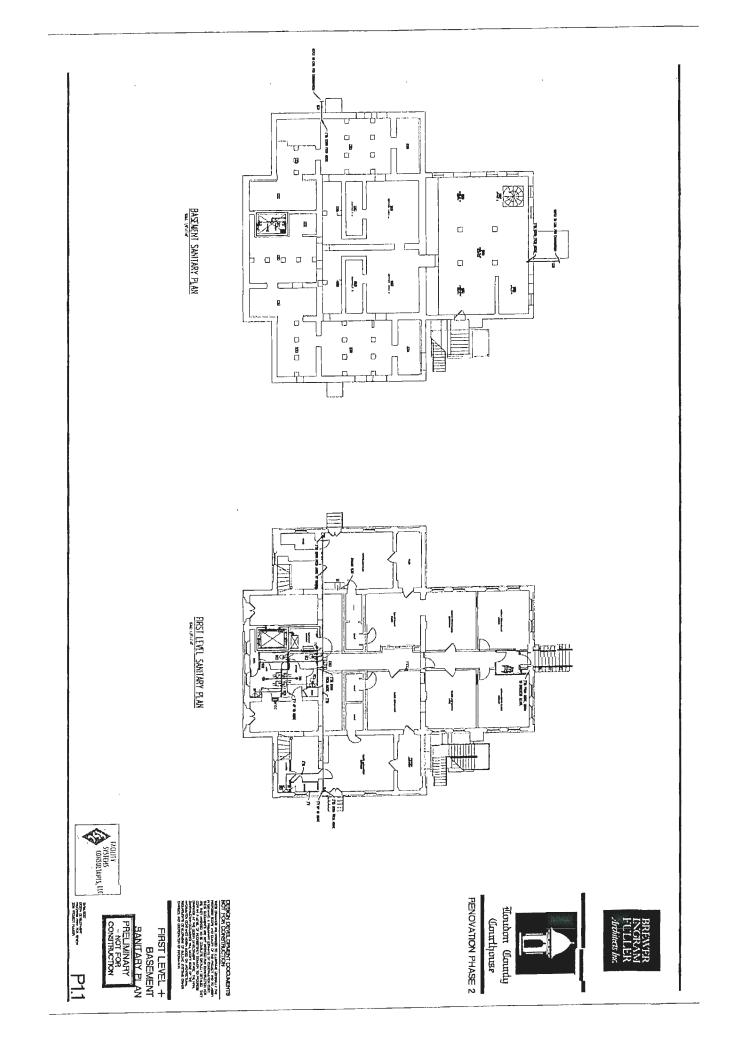
FIRST LEVEL HVAC PLAN

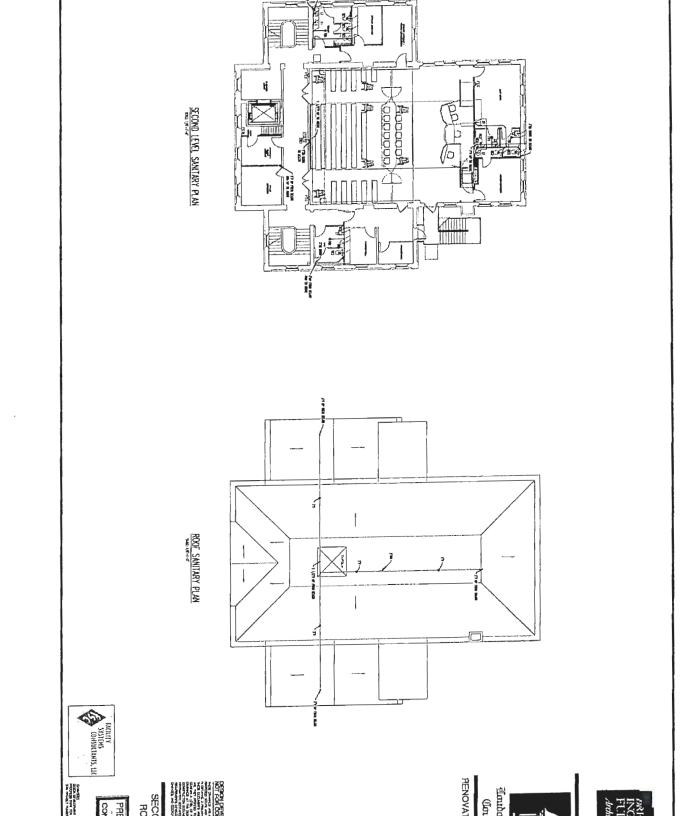


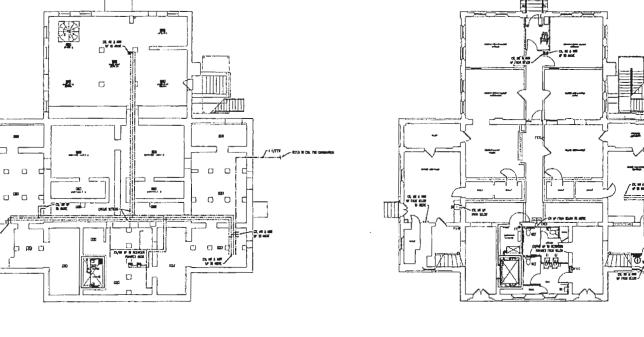












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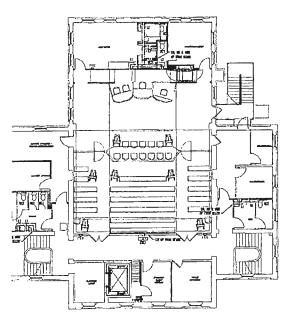
BASEMENT DOMESTIC WATER PLAN

FIRST LEVEL DOMESTIC WATER PLAN

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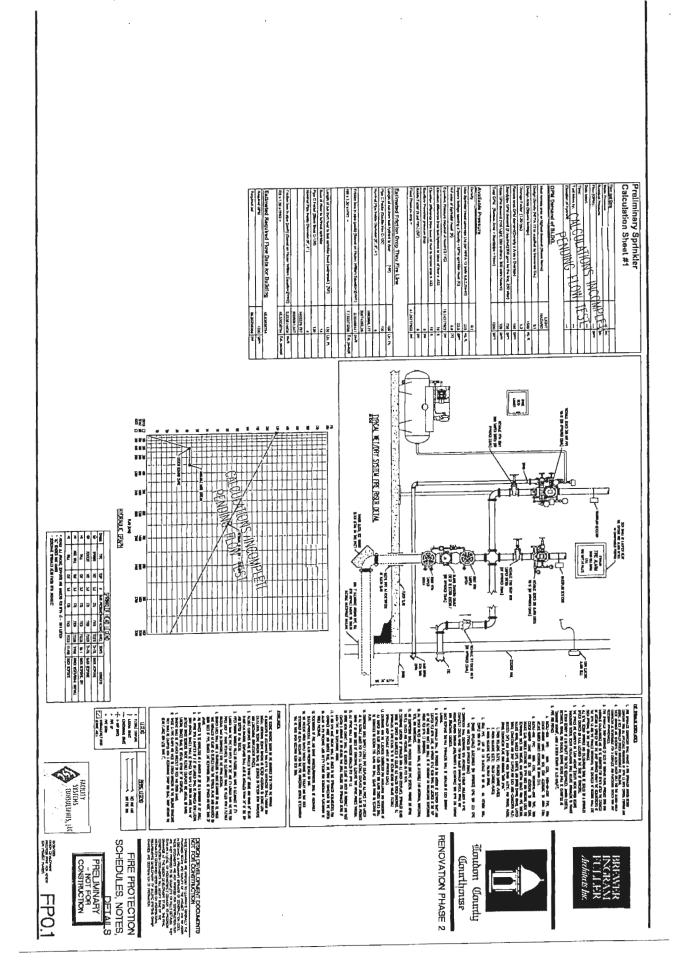


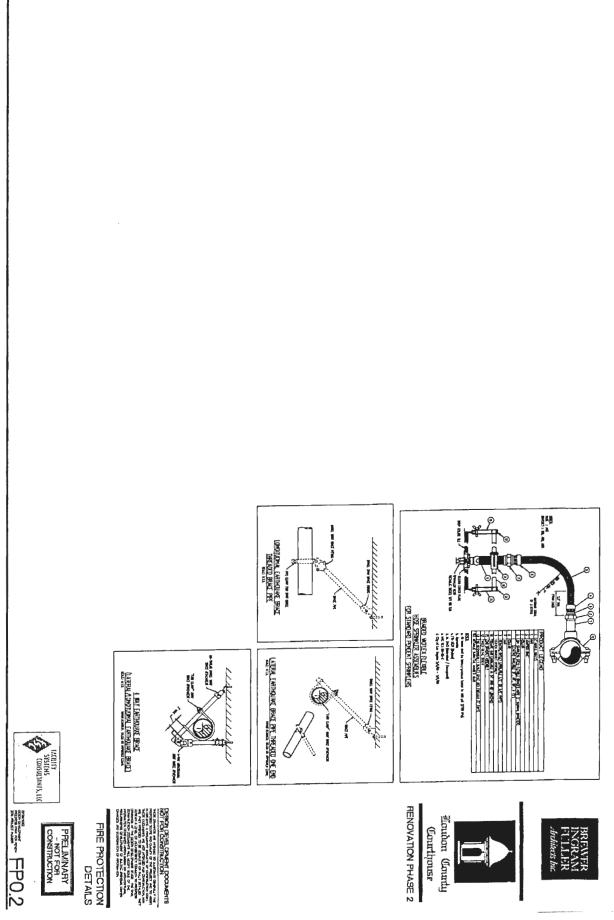
SECOND LEVEL DOMESTIC WATER PLAN

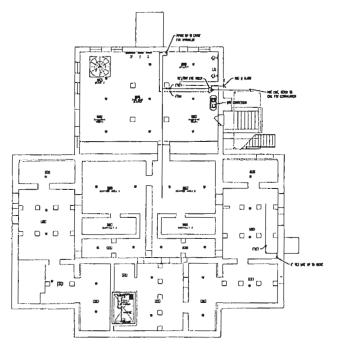
ROOF DOMESTIC WATER PLAN

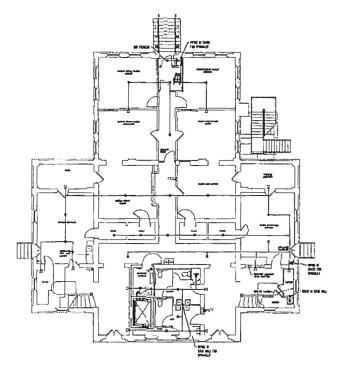
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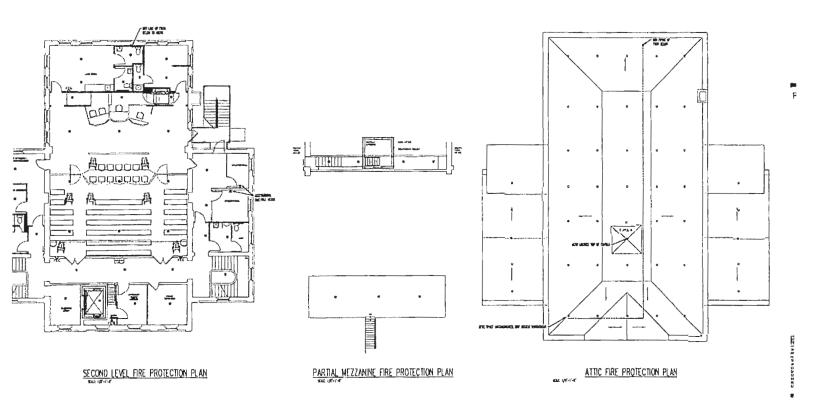
FIRST LEVEL FIRE PROTECTION PLAN





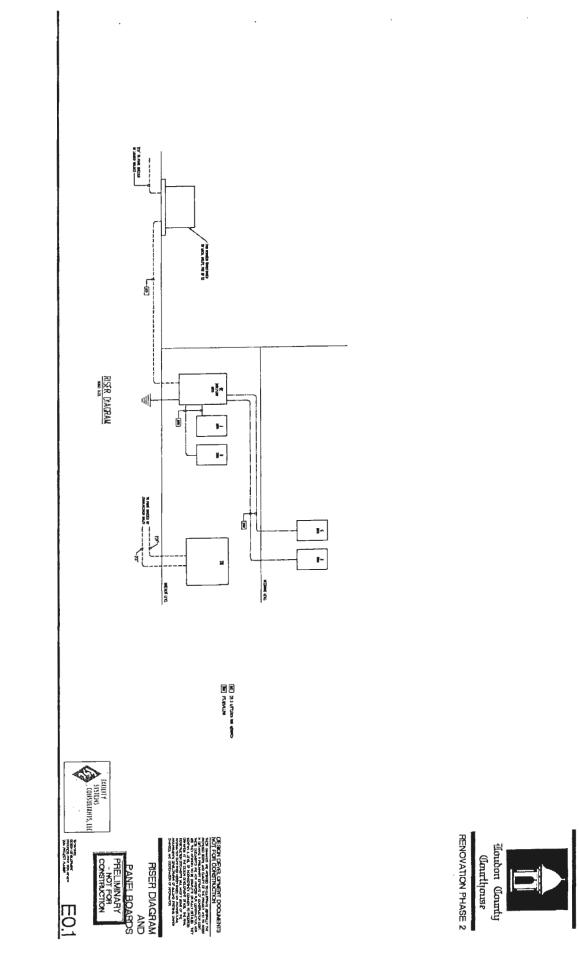


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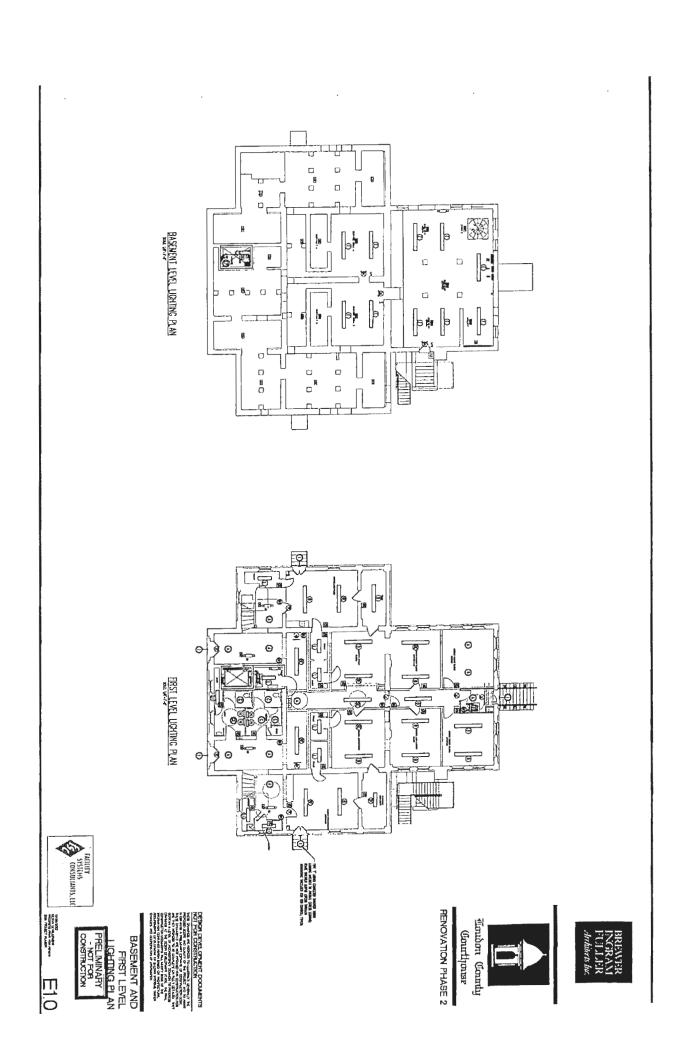


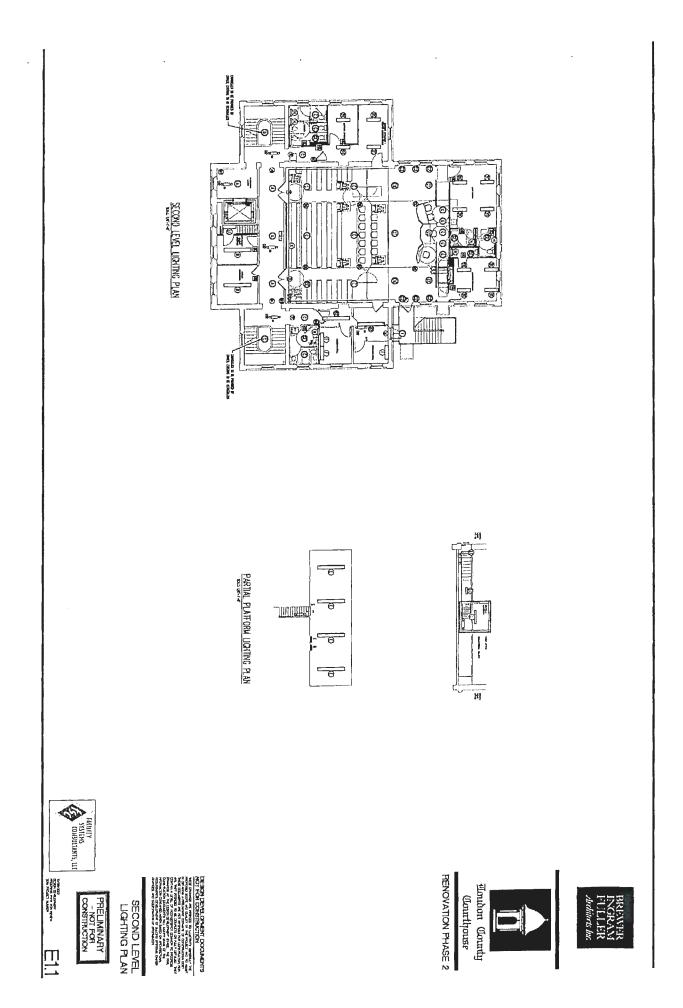


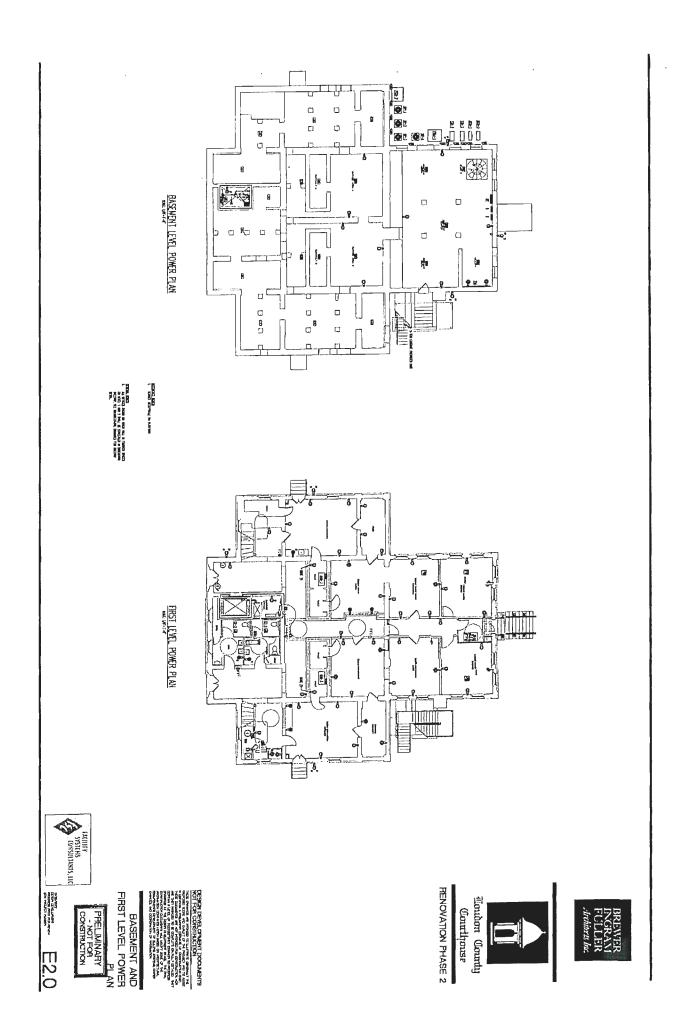
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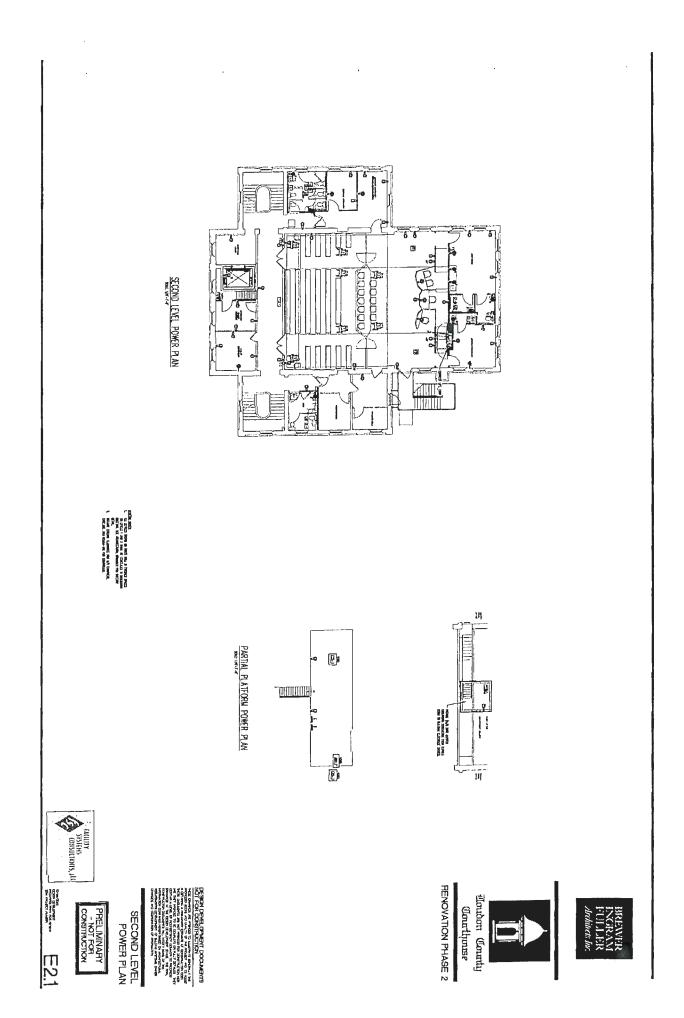


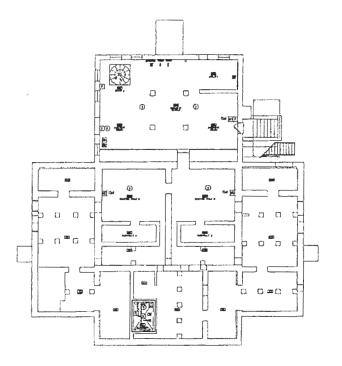
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BASEMENT LEVEL COMMUNICATION AND FIRE ALARM PLAN

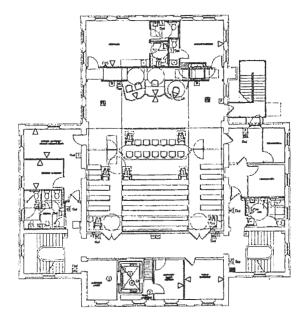
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FIRST LEVEL COMMUNICATION AND FIRE ALARN PLAN



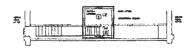
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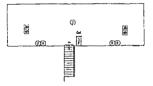




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SECOND LEVEL COMMUNICATION AND FIRE ALARM PLAN





PARTIAL PLATFORM COMMUNICATION AND FIRE ALARN PLAN

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FACILITY SYSTEMS CONSULTANTS, LIC

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February 28, 2023

Mr. Matt Kleinschmidt Loudon County Government 100 River Road, Suite 110 Loudon, TN 37774

Re: Loudon County Courthouse Renovation Phase 2 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 members, a budget estimate has been prepared for work associated with Phase 2 Renovations of the Courthouse – Interior Finishes and Select Site Work. Hazardous material and/or mold remediation 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 breakdown 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 Fee of 8% without a Guaranteed Maximum Price Contract will be executed 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

)	The estir	nate is based on the following pricing documents:	Date	Author				
	1.01)	Loudon County Courthouse Phase 2 Renovations Drawings	10/28/2023	BIF				
		Design Development						
	Clarificat	ions are as follows:						
	2.01)	Budget cost for our standard General Liability and an Allowance of \$35,00	0.00 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						
		will be considered a cost of the work,						
	2.02)	Budget cost for plans review and permitting are included.						
	2.03)	Payment and Performance bond budget costs are included.						
	2.04}	We do not include 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 spaces at or ne	ar the project site					
		at no cost to construction team personnel.	. ,					
	2.07)	We do not include cost for offsite storage of salvageable materials. Offsite	storage facilities					
	,	we do not include cost for onsite storage of salvageable materials. Onsite storage facilities will be provided by Loudon County.						
	2.08)	Johnson & Galyon cannot guarantee against additional damage to the cou	rthouse during the					
	,	course of the work. The building structure is compromised due to fire dan						
		Loads may shift during the course of the work and further damage may oc						
		Johnson and Galyon will perform work required in the permit documents i						
		manner but cannot warrant against further damage resulting from latent o						
	2.09)	Hazardous material abatement, asbestos and mold remediation and/or spi						
		use land fill cost are excluded from our scope of work.						
	2.10)	We have included an allowance for arborist services and						
		tree protection in our proposal. Actual cost will be billed against the allow	ance.					
	2.11)	We exclude remediation of unsuitable soils and/or rock in excavation proc	esses. If required,					
		the most efficient means of remediation will be determined, approved by t						
		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 prop	osal is valid for only	30 days,				
		occur between the date of this proposal and such time a Contract is execut	ed if such occurs lat	er than 3				
	2.13)	-						
			n-place					
	2.15)	Existing wood base, door casing/trims, wood doors, and other items that w	ere					
		salvaged will be cleaned, lightly sanded to remove loose paint, and re-paint	ed.					
		Extensive restoration is not included.						
	2.16)	Geotechinical and concrete testing is NOT included.						
		construction needs are included while J&G is on site.						
	2.18)	The remaining existing subfloor boards shall be removed and						
	2.207							
	2.19)							
	~,	-						
	2 201		16					
	2,201	stability/integrity of the overall structure, building code related requirement	ts, and/or					
		Loudon County future use requirements.						
	2.12) 2.13] 2.14] 2.15] 2.15] 2.17] 2.18] 2.19] 2.20]	completed work billed on an actual cost basis. CONTINGENCY - refer to Cover Letter This budget estimate does not include any Contingency Funds. As this prop Loudon County should contemplate adding a contingency to address poter occur between the date of this proposal and such time a Contract is execut days. NO allowance is included for additional Exterior Masonry Restoration. Existing wood base, door casing/trims, wood stair components, and other i trims that are to remain will be cleaned, lightly sanded to remove loose pai re-painted. Extensive restoration is not included. Existing wood base, door casing/trims, wood doors, and other items that w salvaged will be cleaned, lightly sanded to remove loose paint, and re-paint Extensive restoration is not included. Geotechinical and concrete testing is NOT included. Costs for temporary electrical for building, job trailer, and construction needs are included while J&G is on site. The remaining existing subfloor boards shall be removed and replaced with 3/4" floor sheathing. Leveling of the floor is not included. New joists shall be installed in plane with existing. J&G offers no opinion as to the adequacy of this scope of work to address th stability/integrity of the overall structure, building code related requirement	posal is valid for only tial cost increases th ed if such occurs lat n-place nt, and ere ed,	hat ma				

2.21) 12 months of General Conditions are included to complete this Phase of Work. We have planned for an uninterrupted, single phase construction schedule based on standard weekday working hours.

Any allo	vance overages will be billed at actual cost plus 10%.		
3.1)	Arborist services, tree protection, tree trimming allowance		\$10,000.0
3.2)	Interior Signage		\$10,000.0
3.3)	Safe Door Repair/Refurbish		\$250,000.0
3.4)	Builder's Risk Policy		\$35,000,0
з.5)	Soil and Concrete Testing		exclude
3.6)	Exterior Masonry Restoration		exclude
3.7)	Courtroom Bench Pew Seating		\$50,000.0
3.8)	Judge, Clerk, Witness, Jury Chairs		\$10,000.0
3.9)	Plaster Repair		\$202,170.0
Ve have	priced (Preliminary) the following alternates:		
4.1)	Remove Builder's Risk from J&G's scope al work	Deduct	-\$35,000.0
4.2)	Eliminate Payment and Performance bond from J&G scope	Deduct	-\$29,000.0
4.3)	Remove Spiral Stair/Enclose Floor Opening	Add	\$2,385.0
4.4)	Infill Openings 1258 and 1268 in lieu of new doors	Deduct	-\$8,025.0
4.5)	Infill Openings in Room 125	Add	\$725.0
4.6)	Add Opening 120 in Corridor	Add	\$16,802.0
4.7)	Remove Brick at existing arched opening at Room 123	Add	\$4,125.0
4.8}	Add Transaction Counter at 117	Add	\$24,310.0
4.9)	Add Transaction Counter at 119	Add	\$22,243.00
4.10)	Add Counter with Sink at 111	Add	\$13,041.0
4.11)	Add Door 212B	Add	\$13,469.00
4.12)	Add Door 215B to Exterior Stair	Add	\$18,819.00
4.13)	Add Holding Cells	Add	\$41,589.00
4.14)	6 ca new 25' Flagpoles, 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 Automatic Opener to Door Pair 103	Add	\$3,000.00
4.18)	Add Guards & Handrails at East Exit and Basement Steps	Add	\$13,750.00
4.19)	Modify Exterior Stair Tower	Add	\$41,580.00
4.20)	Include Accessibility Provisions at Judge/Clerk/Witness Box	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.

3)

4)

Johnson & Galyon Inc ____

Phase	Group	Description	Grand Total	Sub/Vendor/Notes
	01000	GENERAL CONDITIONS		
01312		SUPERVISION	163,275	
01320		CONSTRUCTION DOCUMENTS	2,500	
01335		TESTING - BY OWNER		
01403		TEMP BARRICADES & TEMP	4,331	
		PROTECTION		
01510		TEMPORARY UTILITIES	66,780	
01520		CONSTRUCTION FACILITIES	12,600	
01600		SAFETY	18,598	
01720		LAYOUT	12,800	
01740		CLEAN UP	73,800	
0.770		GENERAL CONDITIONS	354,684	
			004,004	
	02000			
02010		SITE EQUIPMENT	70,764	
02220		ARBORIST SERVICES - TREE	10,000	
		TRIMMING & PROTECTION		
02225		DEMOLITION	36,584	
02226		ABATEMENT SERVICES - BY OWNER		
02315		EXCAVATION & FILL	67,550	
02370		EROSION CONTROL	2,400	
02775		SITE CONCRETE	81,150	
02810		LAWN IRRIGATION - NOT INCLUDED		
02905		LANDSCAPING ALLOWANCE	15,000	
02920		SEEDING	10,750	
		SITEWORK	294,198	
	03000	CONCRETE		
03310	00000	CAST IN PLACE CONCRETE	1,300	
00010		CONCRETE	1,300	
	04000		,,	
	04000	MASONRY	24.000	
04910		MASONRY WORK	24,000	
		MASONRY	24,000	
	05000	METALS		
05120		STRUCTURAL STEEL	81,300	
		METALS	81,300	
	06000	WOOD & PLASTICS		
06105	00000	ROUGH CARPENTRY- Framing	94,200	
06160		SHEATHING	34,000	
06181		ROUGH HARDWARE	7,500	
06220		FINISH CARPENTRY	551,155	
00220		WOOD & PLASTICS	686,855	
			000,000	
	07000	THERMAL/MOISTURE PROTECT	C 400	
07210		BUILDING INSULATION	6,400	
07450		GFRC PANELS	4 400	
07620		SHEET METAL FLASHING/TRIM	1,400	
7920		JOINT SEALANTS	10,000	
		THERMAL/MOISTURE	17,800	
		PROTECT		
	08000	DOORS & WINDOWS		
	00000	DOORS, FRAMES, HARDWARE	191,215	
)8010)8310		ACCESS DOORS	5,950	
		GLASS & GLAZING	1,500	
18810			198,665	
		DOORS & WINDOWS	190,000	
		FINISHES		
9210		PLASTER ALLOWANCE	202,170	

Page 2 2/28/2023 10:46 AM

Phase	Group	Description	Grand Total	Sub/Vendor/Notes
09250		DRYWALL 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	12000	COURTROOM BENCH PEW SEATING	50,000	
12520		ALLOWANCE		
12610		PERSONNEL SEATING ALLOWANCE	10,000	
		FURNISHINGS	60,000	
	14000	,	,	
14240	14000	ELEVATOR	98,088	
14240		CONVEYING SYSTEMS	98,088	
		••••	30,000	
	15000	MECHANICAL	CO 4 303	
5050		HVAC & PLUMBING	594,323	
5300		FIRE SPRINKLER SYSTEM - SEE		
		ALTERNATE	E0.4.202	
		MECHANICAL	594,323	
	16000	ELECTRICAL		
6010		ELECTRICAL	536,000	
		ELECTRICAL	536,000	· · · · · · · · · · · · · · · · · · ·

Estimate Totals

Description Labor Material Subcontract Equipment	Amount 294,660 775,898 3,013,456 69,204	Totals	Rate	Cost Basis	Cost per Unit 20.344 /SQFT 53.569 /SQFT 208.054 /SQFT 4.778 /SQFT
Olher	4,153,218	4,153,218			286.745 /SQFT
Labor Burden - 37.00 SalesTax - 9,50%	109.024 73,710		37.000 % 9.500 %	C C	7.527 /SQFT 5.089 /SQFT
Plans Review Fee - By LCC	182,734	4,335,952		1	299.362 /SQFT
Plans Review Pee - By LCC Permit Fees				В	0.884 /SQFT
Bldrs Risk Allowance	12,805 35,000	4,348,757	0.200 %	L. T	300.246 /SQFT 2.416 /SQFT 0.659 /SQFT
General Liability	44,552	4,393,309	0.200 %	1	303.322 /SQFT
P&P Bond	<u>29,000</u> 29,000	4,422,309		L	<u>2.002</u> /SQFT 305.324 /SQFT
Contingency - none included				T	
Fee Total	353,785	4,776,094	8.000 %	Ŧ	24.426 /SQFT 329.750 /SQF1

Percent of Total 6.17% 16.25%	
63.09%	
1.45%	
B6.96%	86.96%
2.28%	
1.54%	
3.83%	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, Iowa, Kansas, Kentucky, Louisiana, 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, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyorning, and the United States of America, does hereby make, constitute and appoint

	Paul T.	Bruflat	of	Sioux Falls
State of	South	Dakota	, its regularly elected	Vice President
as Attorney-in-Fac	t, with full po	wer and authorit	v hereby conferred upon him	to sign, execute, acknowledge and deliver for and or

its behalf as Surety and as its act and deed, the following bond:

One Budget Director County of Loudon

bond with bond number 66587638

for Erin McKay Rice

as Principal in the penalty amount not to exceed: \$ 100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, lo-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, 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, policies, 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 obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

2023 ATTEST

L. Bauder, Assistant Secretary

WESTER SURETY COMPANY

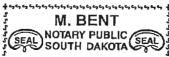
Paul T Bruflat, Vice President



STATE OF SOUTH DAKOTA)

On this <u>21st</u> day of <u>March</u>, <u>2023</u>, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as <u>Vice President</u> and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



Nolary Public

Hy Commission Expires March 2, 2026

To validate bond authenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Services > Validate Bond Coverage.

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: <u>https://publicreports.treasury.tn.gov.</u> I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- The Minimum General Employee rate and Minimum Public Safety Officer Rate:
 - Minimum General Employee rate: 6.71%
 - Minimum Public Safety Officer rate: 10.21%

Employer Signature______Title______

Date Phone Email

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 <u>all</u> 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: <u>TCRS.EmployerReporting@tn.gov</u>

By mail: TCRS Employer Reporting 502 Deaderick Street, 15th 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:

Estimated June 30, 2022 FB Less Restricted, Committed & Assigned Est. Avail. Fund Balance July 1, 2022	Original <u>Budget</u> 12,651,864 698,781 11,953,083	Previously Approved <u>Amends</u>	Amends Approved <u>this Res</u>	Approved Amended <u>Budget</u>
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 _____ 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

ATTEST:

Loudon County Commission Chair

Loudon County Clerk

Loudon County Mayor

RESOLUTION

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:

Estimated June 30, 2022 FB Less Restricted, Committed & Assigned Est. Avail. Fund Balance July 1, 2022	Original <u>Budget</u> 93,645 0 93,645	Previously Approved <u>Amends</u>	Amends Approved <u>this Res</u>	Approved Amended <u>Budget</u>
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 ____ 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

ATTEST:

Loudon County Commission Chair

Loudon County Clerk

Loudon County Mayor

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:

Estimated June 30, 2022 FB Less Restricted, Committed & Assigned Est. Avail. Fund Balance July 1, 2022	Orlginal <u>Budget</u> 5,257,543 0 5,257,543	Previously Approved <u>Amends</u>	Amends Approved <u>this Res</u>	Approved Amended <u>Budget</u>
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 _____ 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

ATTEST:

Loudon County Clerk

Loudon County Mayor

Loudon County Commission Chair

RESOLUTION

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:

Estimated June 30, 2022 FB Less Restricted, Committed & Assigned Est. Avail. Fund Balance July 1, 2022	Original <u>Budget</u> 1,005,355 319,211 686,144	Previously Approved <u>Amends</u>	Amends Approved <u>this Res</u>	Approved Amended <u>Budget</u>
Total Revenue & Transfers In	4,069,590	46,217	0	4,115,807
Total Available Funds	4,755,734	46,217	0	4,801,951
Total Expenditures & Transfers Out	3,931,980	71,217	0	4,003,197
Effect on Fund Balance	137,610	(25,000)	0	112,610
Ending Fund Balance	823,754	(25,000)	0	798,754

[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

April 3, 2023

ATTEST:

Loudon County Commission Chair

Loudon County Clerk

Loudon County Mayor

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:

Unaudited June 30, 2022 FB Less Unaudited Enc Available Fund Balance July 1, 2022	Orlginal <u>Budget</u> 7,286,677 (4,451,734) 2,834,943	Previously Approved <u>Amends</u>	Amends Approved <u>this Res</u>	Approved Amended <u>Budget</u>
Total Revenue & Transfers In	124,510	669,403	584,615	1,378,528
Total Available Funds	2,959,453	669,403	584,615	4,213,471
Total Expenditures & Transfers Out	699,616	986,883	284,279	1,970,778
Effect on Fund Balance	(575,106)	(317,480)	300,336	(592,250)
Ending Fund Balance	2,259,837	(317,480)	300,336	2,242,693

[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

April 3, 2023

ATTEST:

Loudon County Commission Chair

Loudon County Clerk

Loudon County Mayor

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 Commissioner Henry Cullen, Vice Chair Commissioner Bill Satterfield Commissioner Van Shaver Commissioner Gary Whitfield Tracy Blair, Budget Director 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 2nd 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 (~\$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 \$2.6M Capital Outlay Note.

Consideration of request for job classification & wage adjustment:

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 4 ½ 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 1st.

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 ½ 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.

London County Budget Committee Meeting Minutes 17. January 2023

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 BB&T building, seconded by Commissioner Whitfield; **PASSING UNANIMOUSLY** upon the vote.

Consideration of recommendation regarding the 7th 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.

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.

- 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 (BB&T) 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 Rollen "Buddy" Bradshaw Budget Committee Chair

Loudon County Budget Committee Meeting Minutes February 21, 2023

COMMITTEE MEMBERS: Mayor Rollen "Buddy" Bradshaw, Chair Commissioner Henry Cullen, Vice Chair Commissioner Bill Satterfield Commissioner Gary Whitfield Commissioner Van Shaver 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 considered:

Consideration of approval of minutes of January 17, 2023 meeting

Commissioner Shaver made a motion to approve the minutes, seconded by Commissioner Satterfield; *PASSING UNANIMOUSLY* 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 1st District Seat A, ARPA funds – Commissioner Chase Randolph

- 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

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f. \$20,000 for capital project -- erosion at the Sr. Center

Loudon County Budget Committee Minutes 21FEBRUARY2023

Consideration of recommendation regarding 1st 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 on next month's agenda. **NO ACTION TAKEN**

Consideration of recommendation regarding 7th 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

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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 4th District ARPA funds – Commissioner Gary Whitfield

\$20,000 contribution to Philadelphia Fire Department for turnout gear

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

Loudon County Budget Committee Minutes 21FEBRUARY2023

Consideration of recommendation to amend Resolution #110722-GG to reduce the amount to TASS by \$180,000 from 3rd 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

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 ARPA funds to TASS for the water project. Other members of the Budget Committee agreed. There was a brief discussion to rescind Resolution #110722-GG, thereby allowing Commissioner Satterfield to reappropriate the \$500,000 ARPA funds 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

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

<u>Agenda Item #9</u>

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.

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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 3rd District ARPA funds – Commissioner Bill Satterfield

Agenda Item #9

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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 Projects 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.

Mayor Rollen "Buddy" Bradshaw Budget Committee Chair



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

Notaries to be elected April 03,2023

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 MISTY MINTON JAY W MORELLO