

# **LOUDON COUNTY COMMISSION**

Monday, June 7, 2010

Courthouse Annex

6:00 pm

**Presentation of a Proclamation Honoring Charles Harrison.**

## **PUBLIC HEARING**

**1. Loudon County Planning and Codes Director - Russ Newman**

A Resolution Amending the Zoning Map of Loudon County, Tennessee, Pursuant to Chapter Seven, §13-7-105 of the Tennessee Code Annotated, to Rezone Approximately 1 acre from C-2 (General Commercial) to R-1 (Suburban Residential). Referenced Tax Map 25, Part of Parcel 225.00 Located on Highway 11 West, 5th Legislative District.

**2. Loudon County Mayor - Doyle Arp**

Proposed Budget for Loudon County Government for Fiscal Year Ending June 30, 2011.

## **REGULAR MEETING**

**1. Opening of Meeting, Pledge of Allegiance, and Invocation**

**2. Roll Call**

**3. Adoption of Agenda - June 7, 2010**

**4. Reading and Acceptance of May 3, 2010 Commission Minutes**

**5. This is the time for any visitor or delegation to come forward and state the business for which he/she may wish to address concerning any item of interest on the planned agenda.**

**6. Reports of County Officials, Departments and Committees:**

**A. Loudon County Mayor - Doyle Arp**

**1. Appointments to the following Boards/Committees:**

- a. Board of Zoning Appeals
- b. Hospital Advisory Board
- c. Library Board (County)
- d. Library Board (Regional)
- e. Planning Commission (RPC)
- f. TASS Board of Directors (Loudon County)

**B. Loudon County Planning and Codes Director - Russ Newman**

1. A Resolution Amending the Zoning Map of Loudon County, Tennessee, Pursuant to Chapter Seven, §13-7-105 of the Tennessee Code Annotated, to Rezone Approximately 1 acre from C-2 (General Commercial) to R-1 (Suburban Residential). Referenced Tax Map 25, Part of Parcel 225.00 Located on Highway 11 West, 5th Legislative District.

**C. Economic Development Agency Director - Pat Phillips**

1. Consideration of Approving a Fastrack Infrastructure Development Program Resolution for a Grant to serve Tennessee Packaging.
2. Consideration of Approving a Resolution authorizing the County Mayor to enter into an agreement with Tennessee Packaging on contributing funds for local match for a State ECD Grant for infrastructure and site work at Highlands Business Park for location of new manufacturing and corporate office facilities.

**D. Loudon County Purchasing Agent - Leo Bradshaw**

1. Consideration of a Comcast Cable Franchise Agreement.
2. Consideration of a Postage Machine Lease Agreement for the Courthouse.

**E. Loudon County Budget Director - Tracy Blair**

1. Consideration of a "Resolution Levying 2010 Special Assessment on Buildable Parcels for Sewer Improvements in Eaton Forest Special Sewer District".
2. Consideration of a Recommendation to Approve Acceptance of the Following Technology Grants:
  - a. Greenback Public Library - \$1,000.
  - b. Tellico Village Public Library - \$500.
3. Consideration of Adopting a "Resolution Authorizing Funds from the General Capital Projects Fund (171) to Provide Cash Flow for the Construction of an Industrial Location at Highlands Business Park for Tennessee Packaging".
4. Consideration of Approving Budget Amendments in the Following Funds:
  - a. County General Fund 101
  - b. Public Libraries Fund 115
  - c. Recycling Centers Fund 116
  - d. Industrial/Economic Development Fund 119
  - e. Highway Department Fund 131
  - f. General Purpose School Fund 141

- g. School Federal Projects Fund 142
  - h. General Capital Projects Fund 171
  - i. Education Capital Projects Fund 177
- 5. Consideration of Adopting a "Resolution Fixing the Tax Levy in Loudon County, Tennessee for the Fiscal Year Beginning July 1, 2010".
  - 6. Consideration of Adopting a "Resolution Making Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Loudon County, Tennessee, for the Fiscal Year Beginning July 1, 2010 and Ending June 30, 2011".
  - 7. Consideration of Adopting a "Resolution of Loudon County, Tennessee for a Continuing Budget and Tax Rate for the Fiscal Year Beginning July 1, 2010".

**F. Commissioner David Meers**

- 1. Election of Bonds and Notaries
- 
- 7. **This is the time for any visitor or delegation to state the business for which he/she may wish to address concerning any item of interest not on the planned agenda.**
  - 8. **Adjournment**

*Whereas, Charles T. Harrison was first appointed to the Loudon County Planning Commission in November, 1970, and has served continuously for nearly (40) forty years; and*

*Whereas, Charles was also appointed to the Loudon County Board of Zoning Appeals in 1972 and elected chairman; and*

*Whereas, During his tenure on the Loudon County Planning Commission and Loudon County Board of Zoning Appeals, Charles has become the longest sitting member and chairman of both boards; and*

*Whereas, He represented the (4<sup>th</sup>) fourth Legislative District; and*

*Whereas, during that time, Charles has been faithful to attend monthly meetings; and*

*Whereas, the work of our planning commissioners is invaluable and deserves public recognition and appreciation; and*

*Whereas, Charles has served the citizens of Loudon County and has been an exemplary public servant; and*

*Whereas, we will forever be grateful for the time and effort Charles has dedicated to serve the citizens of Loudon County.*

*Now therefore be it resolved, that I, Doyle E. Arp, Loudon County Mayor, on behalf of the Loudon County Commission meeting in regular session assembled this 7<sup>th</sup> day of June 2010, proclaim that Charles T. Harrison be commended for his dedication to Loudon County and its citizens while serving on the Loudon County Planning Commission and Board of Zoning Appeals years.*

*Given under my hand in Loudon County, Tennessee this 7<sup>th</sup> day of June in the year of our Lord Two Thousand, Ten*

---

*Doyle Arp,  
Loudon County Mayor*

**LOUDON COUNTY COMMISSION**

**RESOLUTION 060710**

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

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

*WHEREAS*, an appointment is necessary and desirable at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of

**LOUDON COUNTY  
BOARD OF ZONING APPEALS**

<u>Appointee</u>	<u>Term Expiration</u>
Roy Brooks (3 <sup>rd</sup> District)	June 30, 2012
Martin Brown (5 <sup>th</sup> District)	June 30, 2012
Ryan Bright (4 <sup>th</sup> District)	June 30, 2012

*NOW, THEREFORE, BE IT RESOLVED* that the County Commission meeting in regular session assembled this 7th day of June, 2010 hereby approves and acknowledges (as appropriate), the said appointment.

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

ATTEST:

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

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

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

<u>Appointee</u>	<u>Term Expiration</u>
Carlie McEachern(1 <sup>st</sup> District)	June 30, 2011
Janice Terry (2 <sup>nd</sup> District)	June 30, 2011

## LOUDON COUNTY COMMISSION

### RESOLUTION 060710

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

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

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

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

#### **Loudon County Hospital Advisory Board**

<u>Appointee</u>			<u>Term Expiration</u>
Dr. Jim Cleveland	1 <sup>st</sup> Panel	1 yr. Term	January 2011
Betty Carroll	1 <sup>st</sup> Panel	1 yr. Term	January 2011
Bob Wright	1 <sup>st</sup> Panel	1 yr. Term	January 2011
Harvey Sproul	1 <sup>st</sup> Panel	1 yr. Term	January 2011
Bo Carey	2 <sup>nd</sup> Panel	2 yr. Term	January 2012
Nancy Beaty	2 <sup>nd</sup> Panel	2 yr. Term	January 2012
Jim Condra	2 <sup>nd</sup> Panel	2 yr. Term	January 2012
Kathy Knight	2 <sup>nd</sup> Panel	2 yr. Term	January 2012
Bud Guider	3 <sup>rd</sup> Panel	3 yr. Term	January 2013
George Miller	3 <sup>rd</sup> Panel	3 yr. Term	January 2013
Sam Buscetta	3 <sup>rd</sup> Panel	3 yr. Term	January 2013
Jeffrey Feike, Ex-Officio	3 <sup>rd</sup> Panel	3 yr. Term	January 2013

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission, meeting in regular session assembled this 7th day of June, 2010, hereby approves or acknowledges (as appropriate), the said appointments.

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

ATTEST:

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

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

**LOUDON COUNTY COMMISSION**

**RESOLUTION 060710-**

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

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

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

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

**L O U D O N   C O U N T Y   L I B R A R Y   B O A R D**

<b><u>Appointee</u></b>		<b><u>Term Expiration</u></b>
Dr. Gail Disney	Greenback	June 30, 2013
Michele D'Agostino	Philadelphia	June 30, 2013

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission, meeting in regular session assembled this 7th day of June, 2010 hereby approves or acknowledges (as appropriate), the said appointments.

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

ATTEST:

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

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

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

<b><u>Appointee</u></b>		<b><u>Term Expiration</u></b>
Georgia Burchfield	Loudon	June 30, 2011
Tim Grindstaff	Lenoir City	June 30, 2012
Jean Cardwell	Loudon	June 30, 2012
Joyce Davis	Lenoir City	June 30, 2013
Carole Selmo	Tellico Village	June 30, 2013

**LOUDON COUNTY COMMISSION**

**RESOLUTION 060710-**

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

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

*WHEREAS*, an appointment is necessary at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of the

**R E G I O N A L   L I B R A R Y   B O A R D**

**Appointee**

Elfriede Bealle

Tammy Reynolds

**Term Expiration**

June 30, 2011

June 30, 2012

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission, meeting in regular session assembled this 7th day of June 2010 hereby approves and acknowledges (as appropriate), the said appointment.

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

ATTEST:

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

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



**LOUDON COUNTY COMMISSION**

**RESOLUTION 060710**

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

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

*WHEREAS*, an appointments are necessary and desirable at this time; and

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

**LOUDON COUNTY  
REGIONAL PLANNING COMMISSION**

<u>Appointee</u>	<u>Term Expiration</u>
John Napier (1 <sup>st</sup> District - Slot B)	June 30, 2014
Janice Terry (2 <sup>nd</sup> District – Slot A)	June 30, 2014
Ryan Bright (4 <sup>th</sup> District)	June 30, 2014

*NOW, THEREFORE, BE IT RESOLVED* that the County Commission meeting in regular session assembled this 7th day of June, 2010 hereby approves and acknowledges (as appropriate), the said appointments.

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

ATTEST:

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

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

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

<u>Appointee</u>	<u>Term Expiration</u>
Barbara J. Cardwell (2 <sup>nd</sup> District – Slot B)	June 30, 2011
Howard Luttrell (6 <sup>th</sup> District)	June 30, 2011
Pam McNew (1 <sup>st</sup> District – Slot A)	June 30, 2012
Roger Hale (5 <sup>th</sup> District – Slot A)	June 30, 2012
Martin Brown (5 <sup>th</sup> District –Slot B)	June 30, 2013
Roy Brooks (3 <sup>rd</sup> District)	June 30, 2013
Carlie McEachern (LRPC)	Co-term
Monty Ross (LPC)	Co-term

**LOUDON COUNTY COMMISSION**

**RESOLUTION 060710-**

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

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

*WHEREAS*, an appointment is necessary and desirable at this time; and

*WHEREAS*, the County Mayor appoints the following as a member of

**TELLICO AREA SERVICE SYSTEM**

Appointee  
Kenneth Dutton

Term Expiration  
June 30, 2013

***NOW, THEREFORE, BE IT RESOLVED*** that the County Commission in regular session assembled this 7th day of June 2010 hereby approves and acknowledges (as appropriate), the said appointment.

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

ATTEST:

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

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

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

Appointee  
Fred Brewster  
Roy Goddard

Term Expiration  
June 30, 2012  
June 30, 2011

RESOLUTION

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, to Rezone Approximately 1 acre from C-2 (General Commercial) to R-1 (Suburban Residential). Referenced Tax Map 25, Part of Parcel 225.00 Located on Highway 11 West, 5<sup>th</sup> Legislative District.**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

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

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on April 28-29 2010 consistent with the provisions of Tennessee Code Annotated, §13-7-105,

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

Located on Highway 11 West, situated in the 5<sup>th</sup> Legislative District, referenced by Tax Map 25, Part of Parcel 225.00 be rezoned from C-2, General Commercial District to R-1, Suburban Residential District, as shown on the attached map; said map being part of this Resolution.

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
LOUDON COUNTY CHAIRMAN  
DATE: \_\_\_\_\_

\_\_\_\_\_  
APPROVED: LOUDON COUNTY MAYOR

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

APPROVED: 11

DISAPPROVED: 0

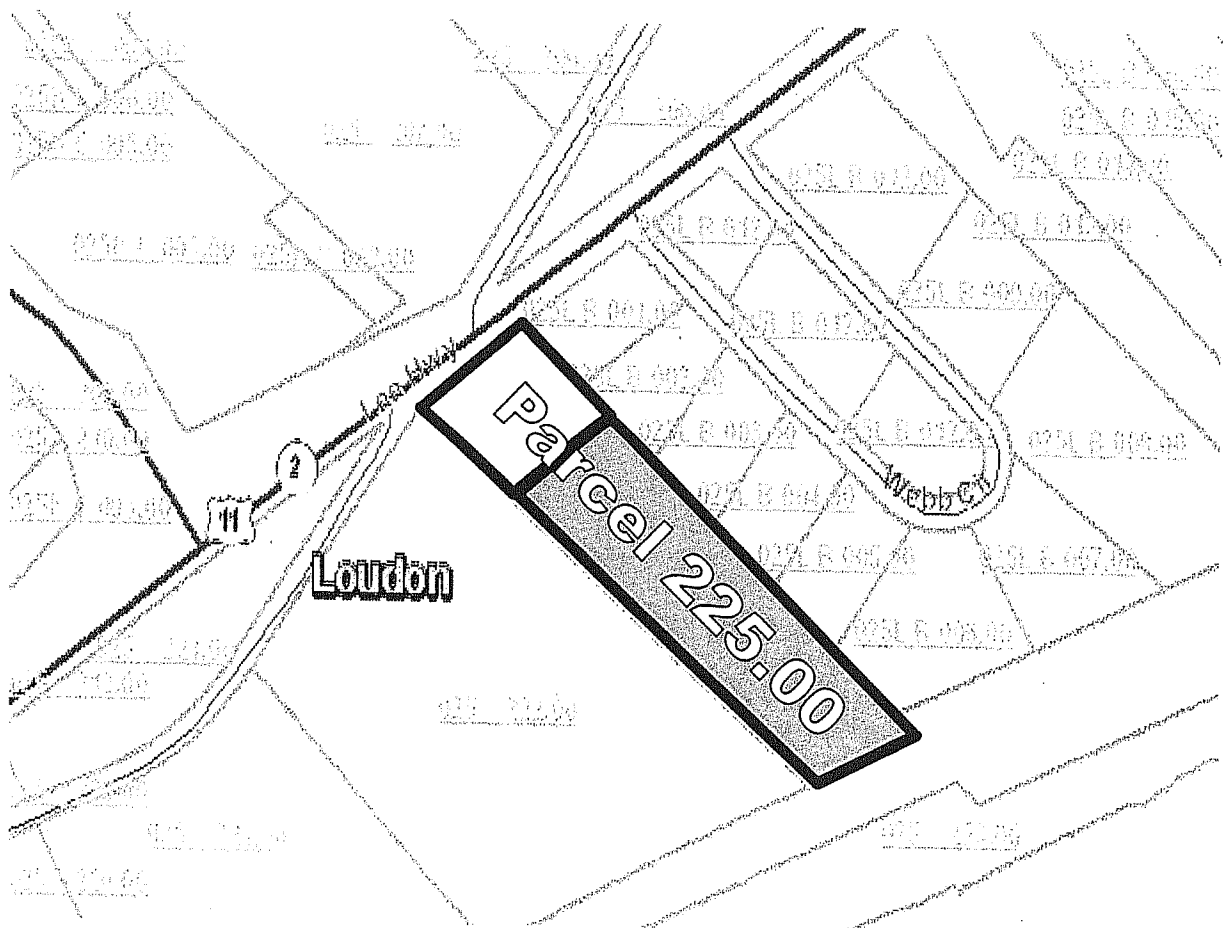


ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

Dated: April 20, 2010

FILE # [10-03-19-RZ-LO]

Rezone approximately 1 acres from C-2 (General Commercial) to R-1 (Suburban Residential). Referenced Tax Map 25, Part of Parcel 225.00 Located on Highway 11 West 5<sup>th</sup> Legislative District.



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

**A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A FAST TRACK  
INFRASTRUCTURE DEVELOPMENT PROGRAM (FIDP) APPLICATION ON  
BEHALF OF TENNESSEE PACKAGING**

**WHEREAS**, Loudon County recognizes and supports the need for business expansion within the county; and

**WHEREAS**, Tennessee Packaging will be constructing a new facility to be located in the Highlands Business Park on Elizabeth Lee Parkway; and

**WHEREAS**, Tennessee Packaging has indicated that site drainage, utilities and grading improvements are needed in order to prepare the site for the facility construction; and

**WHEREAS**, the State of Tennessee offers grants to local communities to finance site drainage improvements that support business expansion through its Fast Track Infrastructure Development Program (FIDP); and

**WHEREAS**, Loudon County must submit a formal application in order to be eligible for funding through the FIDP program, said application to request funding for site, drainage and infrastructure improvements to support the Tennessee Packaging facility construction.

**NOW, THEREFORE, BE IT RESOLVED** that Loudon County hereby authorizes the Mayor or his representative to prepare and submit a FIDP grant application for up to \$546,679 to partially finance the cost of site drainage, grading and infrastructure improvements to support the Tennessee Packaging facility construction and to sign necessary contracts in connection with this grant.

**BE IT FURTHER RESOLVED**, that Loudon County acknowledges that the local share requirements of the FIDP program will be satisfied by Tennessee Packaging by separate agreement.

This Resolution adopted this the 7th day of June, 2010.

\_\_\_\_\_  
Riley D. Wampler, County Court Clerk

\_\_\_\_\_  
Roy Bledsoe, Chairman

\_\_\_\_\_  
Doyle E. Arp, Mayor

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

**A Resolution authorizing the Loudon County Mayor to enter into an agreement with Tennessee Packaging regarding contribution of local match and surety for a Tennessee FastTrack Infrastructure Development Program (FIDP) grant through the Tennessee Department of Economic and Community Development**

**WHEREAS**, Loudon County has submitted a grant application for financial assistance toward the location of Tennessee Packaging at Highlands Business Park within the City of Loudon through the Tennessee Department of Economic and Community Development under the FastTrack Infrastructure Development Program (FIDP); and

**WHEREAS**, Loudon County has a 69% local grant rate for FIDP eligible projects with the balance of the funding coming from a local match; and

**WHEREAS**, it is anticipated that the County will be the recipient of said grant in the amount of \$546,679.00 based on an estimated project cost of \$792,289.95, per a Preliminary Engineering Report prepared by Wilbur Smith Associates dated April 7, 2010, herein attached as "Exhibit A"; and

**WHEREAS**, the State of Tennessee Department of Economic and Community Development may issue a Notice To Proceed At Risk prior to execution of contracts that allows the community to incur costs that are eligible for reimbursement upon execution of the contract with the County and State; and

**WHEREAS**, in anticipation of said authorization, and in order to proceed expediently with the project, it is necessary to commence with the design and construction of said project prior to execution of contracts; and

**WHEREAS**, the Loudon County Economic Development Agency will be designated as Project Manager for said project; and

**THEREFORE, BE IT RESOLVED**, that the Loudon County Commission does hereby authorize the County Mayor to enter into an agreement with Tennessee Packaging that insures proper surety in the form of an irrevocable letter of credit that covers the anticipated construction and design costs, and to execute a letter to the State Department of Economic and Community Development for authorization to proceed at risk.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that said agreement shall require that Tennessee Packaging provide the funds necessary, at the request of the County, for the required local match and any cost overruns associated with the project as may be necessary;

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

Passed this the 7<sup>th</sup> day of June, 2010

\_\_\_\_\_  
Riley D. Wampler, Court Clerk

\_\_\_\_\_  
Roy Bledsoe, Chairman

\_\_\_\_\_  
Doyle E. Arp, County Mayor

**Preliminary Engineering Report for  
Proposed Relocation of Tennessee Packaging**

**Existing Conditions**

Tennessee Packaging is a manufacturer located in Sweetwater, Monroe County, TN and is a subsidiary to their parent company Buckeye Corrugated Incorporated. Buckeye Corrugated, Inc. owns and operates seven (7) Corrugated Manufacturing Facilities, a packaging Supply Business, and a Sales & Design Center. These operations are located in eight (8) Midwestern & Southern States (See attached Location Map), where they supply a diverse range of customers with Quick-Turn Service, Specialty Products, Point-of-Purchase Displays, Point-of-Sale Packaging, and Just-In-Time Delivery. The corporate headquarters is located in Akron, Ohio. The Tennessee location presently has two locations: one in Sweetwater, TN with approximately a 72,000 square feet manufacturing plant on a single lot of approximately 8 acres and the other in Lenoir City, TN with a 45,000 storage facility for finished goods. Their specialties include Point-of-Purchase Packaging, JIT service programs, structural and graphic design and a full product line of traditional corrugated products and services. Operating a fulfillment center in support of their sheet plant activities, they also provide leading edge service in Tennessee's highly concentrated automotive supply market. Having their operations in two separate locations reduces efficiency by double handling products redundancy of operations. Due to the increase in demand for their product, the existing manufacturing facility structure and along with the site layout will not accommodate their needs for expansion. In addition, this existing facility has lost opportunities for additional business on key accounts.

**Proposed Expansion Requirements**

The present escalating demand for their product requires a structure of at least 120,000 square feet with 1,500 square feet additional for office space. In addition, the process will require additional loading docks and truck/trailer storage space. The Tennessee operation is proposed to be one of the largest locations in the corporation and the first new plant construction in 15 years. Therefore, the corporation views the Tennessee central location as viable for the corporate headquarters' location on the same site. This will require an additional 5,000 square foot structure for office space. In addition, based on the growth from their northern facilities, their plans are to expand this proposed manufacturing structure from 120,000 sf to 220,000 sf.

The existing 45 jobs at the Sweetwater location and 4 jobs at the Lenoir City location will be retained and it is planned to add 30 more positions in three years. The increase will be due to being more efficient and starting two shifts.

**Proposed Site for Expansion**

The increase demand for the company's product also will increase the traffic in and out of the site. The desire is to have a site with an easy access to the interstate system specifically for heavy truck traffic. City of Loudon offered a location that has a site just off interstate I-75 on state route 72. The site offers easy access to the interstate interchange and great visibility. The site is approximately 16 acres and has over 1800 lineal feet of road frontage. City of Loudon owns the right-of-way and maintains the road. Water and sewer is available along the right-of-way adjacent to the proposed site. The existing site is presently undeveloped and mostly forest covered. The existing slopes of the site range from 12% to 15%.

Storm water runoff within the site slopes away from the roadway and channelizes to two channels at the rear of the site. The channels split direction with one running east to west and continue behind the adjacent existing structure to the west of the site. The other channel runs west to east and continues through a culvert under the existing roadway. There is presently one industry on the existing road which, based on visual inspection, appears to have a potential traffic count of 35 vehicles per day (20 cars/15 trucks).

### **Proposed Improvements for Selected Site**

The proposed main building Finish-Floor-Elevation (FFE) is planned to be 919.0. There will be two ingress/egress points to the roadway, which will accommodate both small and heavy vehicles. The proposed increase in traffic is approximately a maximum of 35 vehicles (20 vehicles/15 trucks) during a working shift. Due to the low volume of traffic on the existing road and the proposed addition, no improvements will be needed to this road. The area behind the structure will be a loading dock with a FFE of 915.0. This will accommodate loading and unloading of heavy truck/trailers. In addition, this area will be used to store trailers to help expedite loading operations. The structure for the corporate office will be located on the most easterly end of the property and have a FFE of 876.0. This location will allow for the future expansion of the main structure. There will be 62 parking spaces for the main building and 11 spaces at the corporate office including the required handicap spaces according to ADA requirements. Due to the sloping of the site from South to North creating sheet flow during storm events and because the site is below the roadway, grade work is necessary to control and accommodate the site drainage and to place the structures in a location visible from the interstate which is a pre-requisite of Tennessee Packaging. The proposed drainage will be mostly surface runoff and will slope away from the main road and will all be collected in a detention pond on the northwest corner of the property. The pond will be designed to hold a post-development runoff and release at a pre-development rate before exiting the site. The existing drainage channels within the site will be modified, within the site, to accommodate the development. The outlet channel on the west side of the property will not be affected by this change. The channel on the east-southeast corner will be modified to accommodate a new driveway entrance with additional roadway culverts. Three inches (3") of base stone will be placed to stabilize the stone graded areas (see attached C1.0 – Grading and Layout Plan with colored stone areas), within 14 days after completion, to be in compliance with the Erosion Control Requirements of the Tennessee Department of Environment and Conservation. The remaining disturbed areas will be stabilized by seeding.

The site will have the ability to connect to existing water and sanitary lines. Both lines run parallel to the existing road and the proposed improvements can connect directly within the road frontage area. The proposed water requirements will consist of fire protection and a small domestic supply for employees. Due to length of the proposed main structure, it is proposed to provide a loop system around the building (approx. 1329 LF) to provide adequate flow and pressure for the fire protection. The system will include enough fire hydrants and post-indicator valves as required by code. The existing sanitary system along the road is a gravity line flowing east to west. The proposed lateral connection will also be gravity with an approximate length of 1021 LF. The connection to the corporate office will require a force main connection of approximately 895 LF. The contributing flows will be from restrooms and a possible employee breakroom, which the existing system can adequately handle.

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WilburSmith

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**Estimated Infrastructure Improvement Costs**  
**for**  
**Proposed Location for Tennessee Packaging**  
**in**  
**Loudon County, TN**

4/7/2010

Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00
Gradework-Excavation	18800	CY	\$ 2.25	\$ 42,300.00
Gradework-Borrow	99100	CY	\$ 3.50	\$ 346,850.00
Storm Culverts	151	LF	\$ 60.00	\$ 9,060.00
Underground Storm in Back lot (24" RCP)	600	LF	\$ 55.00	\$ 33,000.00
Headwalls	5	EA	\$ 1,000.00	\$ 5,000.00
Waterline	1501	LF	\$ 28.50	\$ 42,778.50
Water Taps	3	EA	\$ 2,500.00	\$ 7,500.00
Fire Hydrants	6	EA	\$ 2,500.00	\$ 15,000.00
Sanitary Sewer - Gravity	1060	LF	\$ 21.50	\$ 22,790.00
Sanitary Sewer - Force Main	895	LF	\$ 25.00	\$ 22,375.00
Sewer Manholes	5	EA	\$ 2,500.00	\$ 12,500.00
3" Base Stone - Stabilization for Distribution Areas	5149	NT	\$ 12.25	\$ 63,075.25
Erosion Control & Seeding	14867	SY	\$ 1.40	\$ 20,813.80
Detention Pond Outlets	1	EA	\$ 1,200.00	\$ 1,200.00
Riprap Ditch to Ponds	50	NT	\$ 22.00	\$ 1,100.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Engineering-Design				\$ 652,842.55
Engineering-Inspection				\$ 34,000.00
Contingency				\$ 32,000.00
Project Administration			8.000%	\$ 54,947.40
Surveying				\$ 8,000.00
Total				\$ 792,289.95



## **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the "Franchise Agreement") is made between Loudon County, Tennessee (hereinafter, "County"), and both Comcast of Kentucky/Tennessee/Virginia, LLC, and Comcast of Southern Tennessee, LLC (collectively, the "Grantee").

Grantee currently provides Cable Service in Loudon County, Tennessee, pursuant to Cable Television Franchise Ordinances dated July 8, 1999, and November 23, 2004, respectively, and Grantee desires to consolidate and renew such franchises for an additional term as provided for herein.

The County, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.2. "Effective Date" means the date on which all persons necessary to sign this Franchise Agreement in order for it to be binding on both parties have executed this Franchise Agreement as indicated on the signature page, unless a specific date is otherwise provided in Section 2.2, herein.

1.3. "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.4. "Franchise" means the initial authorization or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.5. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.6. "Franchise Area" means the present legal boundaries of Loudon County, Tennessee, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.7. "Franchising Authority" or "County" means Loudon County, Tennessee, or the lawful successor, transferee, designee or assignee thereof.

1.8. "Grantee" shall mean Comcast of Kentucky/Tennessee/Virginia, LLC, and Comcast of Southern Tennessee, LLC, or the lawful successor, transferee, designee or assignee thereof.

1.9. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium, and pay-per-view video fees, advertising and home shopping revenue, installation fees, and equipment rental fees. Gross Revenue shall not include: refundable deposits; investment income; advertising sales commissions; any tax, surcharge, governmental fee or assessment, including franchise fees, imposed or assessed by any governmental authority; revenue billed for but not actually received; revenue received by an affiliate or any other Person in exchange for supplying goods and services to Grantee; amounts attributable to refunds, rebates or discounts; amounts received from non-Cable Services such as digital voice services, information services, Internet access services or Internet advertising services; returned check fees; late fees or interest; revenue from the sale or rental of property; revenue from maintaining an inside wiring plan; and reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming.

1.10. "Person" means any natural person or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

1.11. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or easements dedicated for compatible uses, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall

within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

## **SECTION 2 - Grant of Authority**

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years, commencing upon June 7, 2010 (the "Effective Date"), and expiring on June 6, 2015, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, Tennessee state law, and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Way.

## **SECTION 3 – Construction and Maintenance of the Cable System**

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper

use of the Public Way and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee. If the County requests the relocation, removal or reinstallation of Grantee's property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the County or the requesting entity.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on such Person for the movement of its wires and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Way. If, in connection with the construction, operation, maintenance or repair of the Cable System, the Grantee disturbs, alters or damages any Public Way, the Grantee agrees that it shall, at its own cost and expense, replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System within the Public Way in the Franchise Area so as to prevent contact with the Grantee's wires, cables or other equipment. All such trimming shall be done at the Grantee's sole cost and

expense. The Grantee shall be responsible for any damage caused by such trimming and will notify customers in advance of trimming beyond the public way.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall, upon reasonable prior written notice, participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

#### **SECTION 4 - Service Obligations**

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile as measured from the nearest point of connection to Grantee's existing distribution cable. Subject to this density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's distribution cable. Notwithstanding the foregoing, Grantee shall not be required to offer Cable Service to residential dwelling units in the Franchise Area which have access to service by another Video Service Provider as that term is defined in Section 10.5, herein.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons, subject to Section 4.1 above, to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.4.1 In the event a developer or property owner fails to give the required notice as provided for in Section 4.4, above, the developer or property owner shall be responsible for the cost of new trenching for the installation of Grantee's facilities and equipment.

#### **SECTION 5 - Customer Service Standards; Customer Bills; and Privacy Protection**

5.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

5.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 5.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

5.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act, and regulations adopted pursuant thereto.

#### **SECTION 6 - Oversight and Regulation by Franchising Authority**



6.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other Video Service Provider, as defined in Section 10.5, herein, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period.

6.2. Franchise Fees Subject to Audit.

6.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall occur no more often than annually and take place within two (2) years from the date the Franchising Authority receives such payment, after which period, any such payment shall be considered final.

6.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a Finally Settled Amount. For purposes of this Section, the term "Finally Settled Amount" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a Finally Settled Amount, the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

6.2.3. Any Finally Settled Amount due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the Finally Settled Amount. Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its review of the Grantee's books and records as provided for in Section 6.2.1, above.

6.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right, on reasonable prior written notice and in the presence of Grantee's employee, to periodically inspect the construction and maintenance

of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

6.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. §76. To the extent those standards are altered, modified or amended during the term of this Franchise Agreement, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

6.5. Maintenance of Books, Records, and Files.

6.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of two (2) years.

6.5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 6, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information.

6.5.2.1. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law.

6.5.2.2. For purposes of this Section, the terms "trade secret," "proprietary" or "confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules or other information that is reasonably determined by the Grantee to be competitively sensitive.

6.5.2.3. Grantee may make proprietary or confidential information available for inspection but not for copying or removal by the Franchise Authority's representative.

6.5.2.4. In the event that the Franchising Authority has in its possession and receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

6.5.2.5. Grantee shall have the right to require employees, representatives, and agents of Franchising Authority to enter into a non-disclosure agreement with Grantee prior to conducting a review of any of Grantee’s books and records subject to this Section 6.5.

## **SECTION 7 – Transfer of Cable System**

7.1 The Franchise shall be fully transferable to any successor in interest to the Grantee. A Notice of Transfer shall be filed by the Grantee with the Franchising Authority within forty five (45) days of such transfer. The Notice of Transfer shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Franchise Agreement, all applicable federal, state laws and regulations, including municipal and county ordinances regarding the placement and maintenance of facilities in the Public Way that are generally applicable to users of the Public Way.
- b) A description of transferee’s service area; and
- c) The location of the transferee’s principal place of business and the names or names of the principal executive officer or officers of the transferee.

## **SECTION 8 - Insurance and Indemnity**

8.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority copies of certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two (2) or more persons resulting from one (1) occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) accident. Such policy or

policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## **SECTION 9 - Enforcement and Termination of Franchise**

9.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have sixty (60) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

9.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within sixty (60) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than thirty (30) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

9.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

9.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

9.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two (2) or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence, and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail in accordance with Section 11.2, herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

9.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of this Franchise Agreement.

## **SECTION 10 – Competitive Equity**

10.1. Purposes. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to County residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state, and local venues. To foster an environment where video service providers using the Public Way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to County residents; promote local communications infrastructure investments and economic opportunities in the County; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

### **10.2. New Video Service Provider.**

10.2.1. Notwithstanding any other provision of this Franchise Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the County, or (ii) otherwise provides video services to subscribers in the County (with or without entering into an agreement with the Franchising Authority) regardless of the technology used to deliver such video services, the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to Customers in the County under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

10.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that, to the maximum extent possible, contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the County.

10.3 Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the County, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the County, the Franchising Authority agrees

that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to Customers in the County on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Franchise Agreement to comply with the changed law; or (iii) modify this Franchise Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the County. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

10.4 Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to Subscribers in the County under Sections 10.2 or 10.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

10.5 The term "Video Service Provider" or "VSP" shall mean any entity using the Public Way to provide video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities or technology used. A VSP shall include but is not limited to any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

#### **SECTION 11 - Miscellaneous Provisions**

11.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified,

return receipt requested, postage prepaid or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Loudon County  
Attn: Purchasing  
100 River Road  
Lenoir City, Tennessee 37771

To the Grantee:

Comcast of Kentucky/Tennessee/Virginia, LLC  
Attn: General Manager  
5720 Asheville Highway  
Knoxville, Tennessee 37924

with a copy to:

Comcast Cable  
Attention: Vice President, Government Affairs  
600 Galleria Parkway, Suite 1100  
Atlanta, Georgia 30339

and:

Comcast Cable  
Attn.: Government Affairs Department  
One Comcast Center  
1701 JFK Blvd.  
Philadelphia, PA 19103

11.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.4. Severability. If any section, subsection, sentence, clause, phrase or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.



11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Tennessee, and shall be governed in all respects, including validity, interpretation, and effect and construed in accordance with, the laws of the State of Tennessee, as applicable to contracts entered into and performed entirely within the State.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

11.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

11.9. Service to School and Government Buildings.

11.9.1. Service to School Buildings. The Grantee shall provide free monthly "Basic" Cable Service and free installation of one (1) outlet to each public and private school, not including "home schools," located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's distribution cable and listed on Exhibit "A," herein.

11.9.2. Service to Governmental and Institutional Facilities. The Grantee shall provide free monthly "Basic" Cable Service and free installation of one (1) outlet to each municipal building located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's distribution cable. "Municipal Buildings" are those non-residential buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed and listed on Exhibit "A," herein.

11.9.3. New Facilities. Grantee shall provide installation of one (1) outlet and monthly "Basic" Cable Service to elementary and secondary schools, libraries, and other Municipal Buildings not listed in Exhibit A upon receipt of a written request by an authorized representative of the Franchising Authority, such installation and monthly "Basic" Cable Service to be provided at Grantee's lowest commercial unit rate for commercial businesses.

## **SECTION 12 – Performance and Construction Bonds**

12.1. Performance Bond. Within sixty (60) days of the Effective Date of this Agreement, Grantee shall post a performance bond in the amount of Ten Thousand Dollars (\$10,000) as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. If Grantee fails to timely pay any fees or charges as provided for in this Franchise Agreement, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed.

**IN WITNESS WHEREOF**, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For Franchising Authority:**

By: \_\_\_\_\_  
Mayor Doyle Arp

Attest: \_\_\_\_\_  
Leo Bradshaw, Purchasing Director

**For Comcast of Kentucky/Tennessee/Virginia, LLC:**

By: \_\_\_\_\_  
John H. Ridall, Jr.  
President, Southern Division

**For Comcast of Southern Tennessee, LLC:**

By: \_\_\_\_\_  
John H. Ridall, Jr.  
President, Southern Division

## **EXHIBIT A**

Schools, Libraries, and Government Building Locations

**A RESOLUTION AUTHORIZING FUNDS FROM THE  
GENERAL CAPITAL PROJECTS FUND (171)  
TO PROVIDE CASH FLOW FOR THE CONSTRUCTION OF AN INDUSTRIAL LOCATION AT  
HIGHLANDS BUSINESS PARK FOR TENNESSEE PACKAGING**

**WHEREAS**, Tennessee Packaging has agreed to purchase property at Highlands Business Park owned by the City of Loudon for the construction of a manufacturing facility and corporate office, consolidating facilities in Monroe and Loudon Counties; and

**WHEREAS**, a request for funding assistance will be submitted to the Tennessee Department of Economic and Community Development (hereinafter "ECD") under the Fastrack Infrastructure Development Program for drainage improvements, grading and infrastructure within Highland Business Park to serve future business prospects; and

**WHEREAS**, upon award of funding assistance, Loudon County will enter into an agreement with the ECD to locally manage the design and construction of said improvements and related infrastructure necessary to the operation of Tennessee Packaging and future tenants of Highland Business Park; and

**WHEREAS**, Tennessee Packaging will participate financially by contributing the balance of the costs associated with design and construction of the infrastructure beyond what is received from the grant program; and

**WHEREAS**, Loudon County will establish subfund "TPG" in its General Capital Projects Fund 171 to manage accounts payable and accounts receivable associated with this project; and

**WHEREAS**, Loudon County previously approved Resolution # 030308-J authorizing the transfer of \$1,000,000.00 from County General Fund 101 to General Capital Projects Fund 171 to establish subfund "FLO" to provide cash flow related to a project that is now complete; and

**WHEREAS**, Loudon County now desires to utilize funds in General Capital Projects Fund 101 subfund "FLO" to provide cash flow related to the project herein described;

**NOW, THEREFORE, BE IT RESOLVED**, that in consideration of premises set forth herein, that General Capital Projects Fund 171 subfund "FLO" shall be utilized to provide cash flow for the project herein described.

**BE IT FURTHER RESOLVED**, that if in the future Loudon County determines that this transfer of funds to General Capital Projects is no longer necessary, Loudon County may, by Resolution, transfer funds back to County General Fund 101.

**BE IT FINALLY RESOLVED** that this Resolution take effect immediately upon its passage.

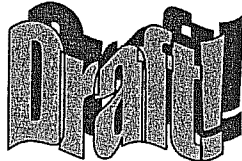
**ATTEST:**

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

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

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

**DRAFT ONLY  
NOT A  
PUBLIC DOCUMENT**



**A RESOLUTION OF LOUDON COUNTY, TENNESSEE,  
TO ADOPT A CONTINUING BUDGET AND TAX RATE FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2010, AND TO AUTHORIZE THE ISSUANCE OF  
TAX ANTICIPATION NOTES**

*WHEREAS*, it now appears that the budget for the fiscal year beginning July 1, 2010, of Loudon County, Tennessee will not be approved by the third Monday in July as required by T.C.A. 5-12-109 (b)(1);

*NOW THEREFORE, BE IT RESOLVED*: the amounts set out in the budget for the 2009-2010 fiscal year, are hereby continued until the complete budget for the fiscal year beginning July 1, 2010 is adopted; and,

*BE IT FURTHER RESOLVED*, that, if applicable, the property tax rate as adopted for the prior fiscal year shall remain in effect until a new property tax rate is adopted; and,

*BE IT FINALLY RESOLVED*, that the County Mayor and County Clerk are hereby authorized to borrow money on tax anticipation notes, not exceeding 60% of the appropriations of each individual fund represented by the continuing budget, to pay for the expenses herein authorized until the taxes and other revenues for the fiscal year beginning July 1, 2010, have been collected. Such notes shall first be approved by the State Director of Local Finance. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, Tennessee Code Annotated. All of said notes shall mature and be paid in full without renewal not later than June 30 of the fiscal year in which they are issued.

This resolution shall take effect from and after its passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_.

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

S E A L

ATTESTED:

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