

LOUDON COUNTY COMMISSION WORKSHOP
Loudon, Tennessee
Monday August 19, 2019
County Building
6 P.M.

AGENDA

1. **Comments by Members of the General Public**

2. **Commissioner - Van Shaver**
 - A. Jail Overcrowding
 1. Hank Sledge
 2. Russell Johnson

3. **Planning & Codes – Laura Smith**
 - A. A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION, ARTICLE 7. SECTION 7.080 VARIANCES, A. APPLICATION AND SECTION 7.090 AMENDMENTS TO RESOLUTION PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 13-7-105

4. **Mayor – Buddy Bradshaw**
 - A. Funding for Loudon County Fire & Rescue New Facility
 - B. Grinder Pump for Loudon County Fire & Rescue
 - C. Policy change for an additional holiday for County Employees when there is a clean audit
 - D. Loudon County Boards & Committees
 - E. Loudon City MOU (Memorandum of Understanding)

5. **Purchasing Director – Susan Huskey**
 - A. Contract for Regular Education Transportation Services
 - B. Contract for Special Education Transportation Services

6. **Commissioner – Kelly Brewster**
 - A. Solid Waste – review and answer questions about the outline of the contract modification with Santek
 1. Steve Fields

7. **Commission Chairman – Henry Cullen**
 - A. Beer Permit – Little Italy Of Tellico Village LLC
 - B. Land donation for a possible senior center

8. **Commissioner – Gary Whitfield**
 - A. Fenders Community Center and voting precinct

9. **Director of Accounts & Budgets – Tracy Blair**
 - A. Budget Committee Recommendations

Year	Felons Waiting To Go To Court	Misdeanors Waiting To Go To Court
2019	95	27
2018	102	47
2017	65	39
2016	57	31
2015	41	24
2014	50	27
2013	63	38
2012	56	34
2011	56	29
2010	41	24
2009	26	16

2nd General Sessions Judge Added

Lo. Co.	Population	Waiting To Go To Prison	Felon Serving Time Local	Other Felons	Federal & Others	Convicted Misdeanors	Felons Waiting To Go To Court	Misdeanors Waiting To Go To Court	Total Inmate Count
	52,152								
6/19	16	4	3	1	32	95	27	178	
5/19	19	11	4	1	25	91	20	171	
4/19	10	3	2	1	36	96	31	179	
3/19	8	1	1	2	43	90	31	176	
2/19	9	5	1	0	45	76	21	157	
1/19	12	7	1	0	31	70	18	139	
Roane County, Population 53,036									
6/19	49	8	0	0	70	90	125	342	
5/19	47	10	0	0	75	81	100	313	
4/19	51	16	0	0	81	59	113	320	
3/19	50	10	0	0	80	63	108	311	
2/19	45	11	0	0	84	82	113	335	
1/19	52	12	0	0	87	69	110	330	
Meigs County, Population 12,068									
6/19	7	6	0	0	9	33	28	83	
5/19	6	0	5	0	6	39	29	85	
4/19	7	6	0	0	9	33	28	83	
3/19	8	0	0	7	10	38	23	86	
2/19	9	0	0	9	13	32	26	89	
1/19	10	0	0	6	6	41	22	85	
Morgan County, Population 21,638									
6/19	14	0	0	0	41	5	40	100	
5/19	8	0	0	0	41	7	35	91	
4/19	9	0	0	0	38	25	7	79	
3/19	11	0	0	0	44	5	28	88	
2/19	12	0	0	0	39	5	25	81	
1/19	5	0	0	0	37	7	20	69	

91 Beds

170 Beds

56 Beds

46 Beds

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION, ARTICLE 7. SECTION 7.080 VARIANCES, A. APPLICATION AND SECTION 7.090 AMENDMENTS TO RESOLUTION PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 13-7-105

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

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning 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 July 31, 2019 consistent with the provisions of Tennessee Code Annotated, §13-7-105;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Loudon County Zoning Resolution be amended by deleting Sections 7.080. Variances. A. Application and 7.090, Amendments to the Resolution, in their entireties and replacing them with the following:

Section 1.

Article 7. Section 7.080. Variances.

- A. **Application:** After written denial of a permit, a property owner may make application for a variance by the first day of the month in which the variance request will be reviewed by the Board of Zoning Appeals, using any form that may be made available by the Board of Zoning Appeals. Signage notifying the public about the request shall be posted on the property 7 days prior to the meeting that it will be reviewed.

Section 2.

Article 7. Section 7.090. Amendments to the Resolution. The regulations and the number or boundaries of districts established by this Resolution may be amended, supplemented, changed, modified, or repealed by the Loudon County Commission, but in accordance with the Tennessee enabling legislation, no amendment shall become effective unless it is first submitted to and approved by the Loudon County Regional Planning Commission or, if disapproved, shall receive a majority vote of the entire membership of the Loudon County Commission, except that when the zoning map is amended within the areas which fall within the planning region of Lenoir City or Loudon, such amendments must also be submitted to and receive a recommendation from the Lenoir City or the Loudon Regional Planning Commission. Application for zoning amendments must be submitted to the Loudon County Planning Department by the first day of the month in which the request for the amendment will be considered by the Planning Commission. Signage notifying the public about the request shall be posted on the property 7 days prior to the meeting that it will be reviewed. Before finally adopting any such amendment, the County Commission shall hold a public hearing thereon, at least thirty (30) days' notice of the time and place of which shall be given by at least one (1) publication in a newspaper of general circulation in the County; and any such amendment shall be published at least once in the official newspaper of the County or in a newspaper of general circulation in the County. Rezoning requests submitted to the Planning Commission shall not be resubmitted if the request has been considered by the Planning Commission within 180 days.

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

ATTEST:

LOUDON COUNTY COMMISSION CHAIRMAN

DATE:

September 3, 2019

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission on July 16, 2019 are as follows:

APPROVED: 11

DISAPPROVED: 0

ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION

Loudon County Board of Education

Contract for Regular Education Transportation Services

This contract made and entered into this 26th day of July 2019, by and between the Loudon County Board of Education, party of the first part (hereinafter BOARD) and school bus service providers, party of the second part (hereinafter CONTRACTOR). This contract shall begin on the 1st day of Aug. 2019, extending through the 2022-2023 school year.

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter expressed, BOARD agrees to pay to CONTRACTOR on a monthly basis, at a per pay period rate, the sum of \$34.41 per seat, plus the base rate of \$1.57 per mile of route for the school year 2019-20. BOARD agrees to pay CONTRACTOR an increase of 3% on both seat and mileage pay each year of the contract.

BOARD and CONTRACTOR agree that if the monthly average cost of fuel, as published by AAA of East Tennessee, exceeds the price of \$2.00 per gallon (sliding scale base amount), BOARD will increase per mile pay by 1 cent for every 5 cent increment the average price of fuel climbs above \$2.00 for the current pay period. Diesel buses will be paid based on the average cost of diesel fuel. Gasoline buses will be paid based on the average cost of gasoline. Mileage pay is calculated using the number of miles each bus travels, including deadhead miles.

Seat pay is calculated using the capacity of the bus multiplied by the monthly seat pay rate. Seat pay rate is \$34.41 for the 2019-20 school year. Each pay date will reflect one tenth of the annual seat pay.

Pay period begins on the first full day of school that buses are scheduled to run. There will be 10 equal pay periods. Pay date will be the 30th day of each month or the next business day if the 30th falls on a weekend or holiday, except for December and May. December pay date will be the last day of school before Christmas Break. May pay date will be the last day of school. BOARD agrees to pay CONTRACTOR for the total number of days that buses are scheduled to run, according to the school calendar, except for **Failure to Operate** (See Paragraph IV.)

CONTRACTOR agrees to transport all children residing along the designated route to the designated school and back. CONTRACTOR agrees to operate said bus route according to the time schedule prescribed by the Director of Schools or the Supervisor of Transportation. No student shall be picked up before 6:30 A.M. unless granted permission by the Director of Schools or the Transportation Director. Same shall designate the route to be followed and the school or schools which shall be served by the CONTRACTOR.

BOARD agrees to reimburse CONTRACTOR for annual commercial tag renewal at the rate designated by the State of TN in consideration of the number of seats on each school bus. BOARD will not reimburse amounts paid due to errors made in calculation.

I. Route Adjustments

BOARD shall have the right to alter any school bus route and decrease or increase the number of bus routes. Reasons for these adjustments may include, but not be limited to:

- a. Funding issues.
- b. Changes in student populations.
- c. Increase or decrease in the number of school sites.
- d. Rezoning school attendance areas.
- e. Any good or sufficient reason which contributes to the efficient operation of the transportation system.

II. Route Mileage Report

On or about the fifteenth (15th) day of the 1st and 4th pay period CONTRACTOR shall have each driver complete a Route Mileage Report. This report will be submitted to the Supervisor of Transportation on the day that paychecks are distributed for that pay period. The first pay period will be calculated on mileage submitted the prior year. Mileage changes will be adjusted on the 2nd pay date, if applicable.

III. Mileage shall be computed as follows

Morning: Begin mileage with first student picked up, continue morning mileage to the last school to which students are delivered.
Afternoon: Begin route at the first school of pickup, continue until last student stop. BOARD agrees that additional mileage of 15 dead head miles will be added to the computed mileage described above. Minimum route mileage will be calculated at sixty miles.

IV. Failure to operate

For each and every day the CONTRACTOR fails to operate his/her route in accordance with the school calendar or does not secure substitute equipment meeting the standards set by the BOARD and Tennessee State Board of Education to deliver said children, the BOARD shall deduct from the

CONTRACTOR the daily pay rate, or applicable portion thereof, from the monthly payment due.

V. Equipment

CONTRACTOR agrees that buses will be maintained so that they meet all mechanical and safety requirements established by the Tennessee State Board of Education. CONTRACTOR further agrees that buses will meet or exceed all local, state, and federal laws, rules, and regulations. All buses shall be titled or leased to the person with whom the contract is held.

VI. Other use of Equipment

CONTRACTOR agrees to remove or completely block from view, any and all markers that serve to identify Loudon county Board of Education when and if a bus is used for any purpose other than that authorized in this contract. CONTRACTOR understands that any insurance coverage issued by the BOARD will become null and void when bus is used for any unauthorized purpose.

VII. Substitute equipment

CONTRACTORS who service three (3) or more bus routes must have a spare bus available at all times. Substitute equipment must meet all standards imposed by the state and the local Board of Education. Substitute equipment used more than five (5) consecutive days must be approved by the Director of Schools or the Supervisor of Transportation.

VIII. Extended use of equipment

CONTRACTOR is responsible for providing written notification to the Transportation Department when buses are purchased, removed from service, extended for use, inspected, etc.

IX. Breakdown of equipment

CONTRACTORS are required to report all in-route breakdowns and / or delays to the Supervisor of Transportation as soon as possible after the occurrence.

X. Drivers

CONTRACTOR agrees that all drivers, whether CONTRACTOR or other individuals, will meet the qualifications set by the BOARD in the "Loudon Co. Schools' Bus Driver's Handbook". Copies are available in the office of the Loudon County Board of Education / Transportation Department, and which CONTRACTOR hereby acknowledges that the handbook has been read and understood. CONTRACTOR agrees that all documentation including but not limited to physical examinations, licenses, information sheets and substitute drivers will be on file with Supervisor of Transportation by August 1st of each year. All documentation will be required before drivers will be authorized to drive a school bus.

CONTRACTOR agrees that all prospective drivers will submit to pre-employment drug testing and approved drivers will comply with the Loudon County Drug and Alcohol Policy for School Transportation Personnel, as well as Title 49 CFR Section 382.

CONTRACTOR agrees that CONTRACTOR or any of his/her drivers shall have no prior criminal record. Pending criminal charges may result in suspension of driving privileges.

CONTRACTOR agrees that if any criminal charges are brought against CONTRACTOR or any of his/her drivers that CONTRACTOR shall immediately inform the Director of Schools.

CONTRACTOR agrees to indemnify and hold harmless LOUDON CO. BOARD OF EDUCATION for all losses, costs, expenses and / or damages suffered or incurred by BOARD and as a result of the failure by OWNER or any of OWNER'S drivers to comply with any and all applicable state or federal laws or regulations, BOARD policies or procedures, and provisions of this contract.

CONTRACTOR agrees that BOARD will pay only the costs associated with random drug and alcohol testing. Costs associated with pre employment, return to duty, testing performed as part of a SAP program, annual physicals etc., will not be the responsibility of the BOARD.

Per State Board of Education Chapter 0520-12-01, drivers must submit to fingerprinting every five years. CONTRACTOR agrees to pay for any costs associated with the fingerprinting process.

XI. Penalty for non-compliance

If CONTRACTOR does not meet the time line for all documentation required by the Transportation Department, including but not limited to physical examinations, driver information, vehicle information, detailed route sheets, and End of Route sheets, there shall be deducted from any sums due the CONTRACTOR \$100 per day for each bus or driver not having complete information filed with the Supervisor of Transportation.

XII. Driver Training

CONTRACTOR agrees that all drivers are required to attend the Driver In-Service Program held by the State of Tennessee as well as any training sessions held by Loudon County Schools Transportation Department. Any compensation required to ensure mandatory attendance will be at the expense of the CONTRACTOR. Any individual that has not attended the first of the above trainings available after commencing to drive shall not be allowed to continue driving until the requirement for training is met.

XIII. Insurance & Financial Responsibility

BOARD agrees to provide one million (\$1,000,000) dollar Liability Insurance plus a five million (\$5,000,000) dollar umbrella/excess policy on all buses under contract.

Should CONTRACTOR or CONTRACTOR'S employee cause any damage to any BOARD owned property, any out of pocket monies, such as insurance deductibles shall be paid by the CONTRACTOR.

The CONTRACTOR shall retain sole financial responsibility for all Worker's Compensation, withholding, and employment taxes due to Federal, State, or local governments on account of drivers, and other workers necessary for the performance of the CONTRACTOR'S obligations under the terms of this Agreement. The CONTRACTOR agrees to save and hold harmless the BOARD from any claim by drivers and other workers used by the CONTRACTOR, or by any Federal, State, or local governmental agency, on account of wage, industrial accident, unemployment compensation claims or Worker's Compensation Claims, withholdings, and employment taxes, or any other actions arising from the CONTRACTOR'S relationship with its employees. It is further agreed that any property damage or bodily injury sustained by or caused by unqualified drivers or unauthorized passengers will be the sole responsibility of the CONTRACTOR. To fulfill CONTRACTOR'S obligations under this Paragraph, CONTRACTOR agrees to:

- A. Maintain in force at all times proper Worker's Compensation insurance coverage, or a substitute insurance policy acceptable to the BOARD providing similar coverage and benefits, covering all drivers, and laborers used by it in the performance of this Agreement, or a letter from CONTRACTOR indicating their decision to be responsible for injuries they may sustain in pursuit of their contract in lieu of worker's compensation, if allowed by worker's compensation law.
- B. File all Federal, State, Provincial and local income, withholding, and employment forms and returns which it may be required by law to file, on account of CONTRACTOR and all drivers, and laborers used by CONTRACTOR in the performance of

this Agreement at the time and place which may be specified in the applicable Federal, State, and local laws, and to pay when due all taxes and contributions reported in such forms and returns.

CONTRACTOR must furnish to the Transportation Department a current certificate of Worker's Compensation Insurance coverage or proof of substitute coverage by August 1st of each school year.

BOARD DOES NOT MAKE ANY REPRESENTATION THAT ANY INSURANCE IT MAY REQUIRE CONTRACTOR TO MAINTAIN IS ADEQUATE TO COVER CONTRACTOR'S EXPOSURES.

XIV. Driver/CONTRACTOR Discipline

Disciplinary actions may be taken as deemed necessary by the Supervisor of Transportation when the driver or CONTRACTOR

- a. Has violated a policy of Loudon County Board of Education, State of Tennessee, or federal agency.
- b. Has violated or ignored a specific directive of the Director of Schools or the Supervisor of Transportation.
- c. Has compromised the safety of students.
- d. Uses tobacco products or electronic cigarettes while students are on the bus or permits students to do so.
- e. Uses or is under the influence of alcohol and/or illegal substances while operating or attempting to operate a bus, or is under the influence of a legal substance, the taking of which prohibits the safe performance of a safety sensitive function.
- f. Fails to report any accident to the Supervisor of Transportation.
- g. Fails to report delays in route, for whatever reason, to the Supervisor of Transportation.
- h. Fails to maintain the bus to State of Tennessee or Loudon County Board of Education standards.
- i. Uses profanity in the presence of students.
- j. Uses profanity with the parent of any student while performing duties as a driver/CONTRACTOR.
- k. Fails to deliver students to the assigned location.
- l. Fails to run the assigned route at the designated time.
- m. Exceeds or short-cuts the designated route without the authorization of the Supervisor of Transportation.
- n. Administers improper discipline in violation of existing Board of Education policy.
- o. Insubordination to the Director of Schools or the Supervisor of Transportation.

- p. Submitting inaccurate or misleading information.
- q. Issuance of a motor vehicle citation.
- r. Leaves children unattended while in performance of the duties outlined herein.

Disciplinary actions or measures shall involve any of the following:

- a. Written suspension.
- b. Written discharge.
- c. Contract termination.
- d. Temporary oral suspension pending further investigation.
- e. Oral or written reprimand

Suspension of the bus from the assigned routes shall be for the following:

- a. Failure to use properly licensed drivers or drivers who fail to comply with federal, state, and local board policy.
- b. Continued breakdown of the bus without proper substitute equipment.
- c. Continually being late or early.
- d. Failure to operate safe equipment.
- e. Failure to abide by Loudon County School Board policy.
- f. Any activity contrary to the safe operation of a school bus.

XV. Probation Agreement with CONTRACTOR

Probation agreements may be drawn up by the Supervisor of Transportation for and with CONTRACTOR as to areas that need improvement. These areas will be listed, dated and given to CONTRACTOR. If improvement is not made as outlined, contract may be terminated by the Board of Education.

XVI. Complaints

In the event that any person, makes a complaint as to the unsafe operation of a school bus by a CONTRACTOR or his/her employee, CONTRACTOR agrees that he/she will report the complaint to the Transportation Department in accordance with BOARD policy 3.400 and State of TN Public Chapter 289.

XVII. Contracted Services Compliance

CONTRACTOR agrees to fully comply with the following assurances in a timely and efficient manner:

All drivers hired after January 1, 2018, are at least 25 years of age with at least five consecutive years of unrestricted driving experience prior to the date of hire.

Prior to transporting students, all drivers have completed a school bus driver training program based on standards established by the TN Departments of Education and Safety. Minimum standards include: student

management, distracted driving, school and district policy, driving techniques, evacuations, loading and unloading, mirror usage, and state and federal law regarding the use and driving of a school bus.

All required documentation is on file and accessible (at a mutually agreed upon periodic review) to the district transportation supervisor. Required documentation includes but not limited to:

Employment application, current, annual motor vehicle report, criminal record check, current CDL license with P & S endorsements, current annual medical examination, and annual employee evaluation/performance review.

All persons authorized to drive a school bus have been submitted to the department of safety and are authorized in the Portal Administrator Accounts Management System.

All drivers know and understand transportation policies, procedures, and their duties regarding a student exiting a bus at a point other than the student's designated stop.

All documentation is on file that the school bus manufacturer's vehicle maintenance schedule is being followed and any resulting service, maintenance, or repair.

Gives assurance that there is a standardized procedure for drivers to report vehicle problems to the CONTRACTOR or maintenance staff.

Gives assurance that all service, repair, and maintenance records are retained for the full life of the vehicle plus five years after it has been sold or replaced.

Gives assurances that all school buses are clean on the inside and outside.

Gives assurance that school buses have no equipment mounted on or debris located on the dash.

Gives assurance that no buses are equipped with any portable electronic device as prohibited by TCA 455-8-192.

Gives assurance that all buses are inspected annually, and biannually when applicable, by the department of safety and authorized in PAAMS.

XVIII. Student Confidentiality

CONTRACTOR is responsible for ensuring that he/she and employees DO NOT disclose ANY information about students. FERPA defines disclosures as "the release, transfer, or other communication of personally identifiable information contained in education records to any party, by any means,

including oral, written, or electronic." A record is defined as: "any information recorded in any way, including but not limited to handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche." A record may also include notes between drivers and teachers, driver's personal notes about a student, conversations among bus drivers, submitted reports by a driver, and a driver's recollection of events. To ensure such records remain confidential, forms, notes, disciplinary reports, and other documents concerning a student cannot be carried or delivered to school staff by students. In general, CONTRACTORS and/or drivers must use all provided information they receive about students only for the specific purpose and in the context in which the information was given to them.

XIX. Awarding/Transferring Contracts

Contracts for transportation are awarded by the Board of Education after the Supervisor of Transportation and the Director of Schools have interviewed and determined the qualifications of the applicant and recommended approval.

Contracts may be transferred to another CONTRACTOR found satisfactory by the BOARD upon:

- a. Written request to the Supervisor of Transportation for the transfer to be submitted to the Loudon County Board of Education for approval.
- b. Both parties sign an affidavit attesting the fair market value paid for any vehicle being transferred.
- c. A copy of Bill of Sale filed with Supervisor of Transportation if transfer is approved.
- d. Approval of the BOARD of the transfer.

BOARD reserves the right to refuse the transfer of contracts

No right or interest in a bus contract is transferable by CONTRACTOR and no consideration shall be paid to an operator for agreeing to a transfer other than the fair market value, up to the maximum amount stated, for any vehicle sold as a result of the transfer. Any CONTRACTOR who violates or offers to violate this policy, or falsifies an affidavit, or induces the BOARD to approve a transfer based upon false or misleading information, or willingly participates in any of the foregoing shall have any contract with BOARD in which he or she owns an interest, immediately canceled and such persons will be barred from holding any interest in a school bus contract or employment by the BOARD for a period of ten (10) years.

If CONTRACTOR becomes incapacitated through illness that would prevent him/her from carrying out the terms of this contract, the spouse may continue to operate for the duration of this contract or transfer said contract to another contractor found satisfactory by the BOARD.

XX. Termination of Contract

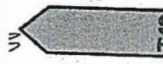
BOARD may terminate this contract if CONTRACTOR or any of his/her drivers do not operate equipment in compliance with this contract and all BOARD policies and procedures, State of Tennessee Board of Education and Department of Safety Policies, Federal Motor Carrier Safety Administration regulations, and Loudon County procedures and regulations. In the event a CONTRACTOR wishes to relinquish any or all routes, 30 (thirty) working days written notice must be given, even in the last year of the contract.

IN WITNESS WHEREOF, the parties have hereto set their names the day and year first written.

DATE 8/21/19

Loudon County BOARD of Education

By Ceri M. Swain By [Signature]
Director of Schools Chairman of the BOARD



DATE _____

CONTRACTORS

By Mark Costner
Mark Costner

By Tim Davis
Tim Davis

By Mike Gray
Mike Gray, Gray Transit, LLC

By Kenneth Mead
Kenneth Mead, Crossroads Bus Lines, LLC

By Vann Darnell
Vann Darnell, Volunteer Transit, LLC

By Kenneth Smith
Kenneth Smith, Smith Bus Lines, Inc.

Loudon County Board of Education

Contract for Special Education Transportation Services

This contract made and entered into this 26th day of July 2019, by and between the Loudon County Board of Education, party of the first part (hereinafter BOARD) and Smith Bus Lines, LLC (hereinafter CONTRACTOR) to operate Special Education buses for four school years inclusive as follows: 2019-20, 2020-21, 2021-22, 2022-23. This contract shall begin on the 1st day of August 2019.

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter expressed, BOARD agrees to pay to CONTRACTOR on a monthly basis, at a base rate of \$265.65, per bus per day that buses are scheduled to run.

BOARD and CONTRACTOR agree that if the monthly average cost of gasoline, as published by AAA of East Tennessee exceeds the price of \$1.40 per gallon, (sliding scale base amount) an increase in daily rate of pay will be determined by a sliding scale. The sliding scale will provide a .6% increase in daily pay for every nickel the average price of gasoline increases, above the base amount.

All other applicable stipulations contained in the Contract for Regular Education Transportation Services are in effect for the duration of this contract as specified above.

IN WITNESS WHEREOF, the parties have hereto set their names the day and year first written.

DATE 8/2/19

By [Signature] Director of Schools

By [Signature] Chairman of the BOARD

DATE 6-26-19

By [Signature] Smith Bus Lines, LLC

Loudon County Solid Waste Disposal Commission. The Loudon County Solid Waste Disposal Commission (LCSWDC) has been negotiating with Santek Environmental, Inc. (Santek) to modify the terms of the Operation Agreement dated August 1, 2007 regarding the operation of the Matlock Bend Landfill (Landfill).

The purpose of the this negotiation is to obtain more favorable terms with Santek in order to minimize the LCSWDC's long-term liability for expenses related to closure and post-closure care of the Landfill. Key terms being negotiated include the following:

- Time extension through Dec. 31, 2038;

- Footprint expansion (27 new acres = 67 acres total);

- 53 of the 67 acres to be used for waste disposal - Santek to close all 53 acres (performance bonded);

- Host fee raised from 4% to 5.5% (paid to LCSWDC);

- Security fee remains greater of \$1 per ton or 5% of tipping fees- paid to LCSWDC

- to cover 30 years of post-closure care;

- Maximum Elevation= 1,093 ft msl

- Pressure wheel wash system

Note: This synopsis was based on a summary Ty Ross worked up for the Loudon City Council

Mayor Rollen Bradshaw
Loudon County Office

31 July 2019

Dear Sir:

Last month, my business, Little Italy of Tellico, was denied a beer sales permit due to the proximity of the Tellico Village Library. At that time, you told Ms. Donna Akey that you would look into getting that decision changed and to date, we have not heard anything from you concerning our request. Two county council members have also told me that we should be granted a permit, yet I see nothing happening and I am losing business daily and our future viability is threatened.

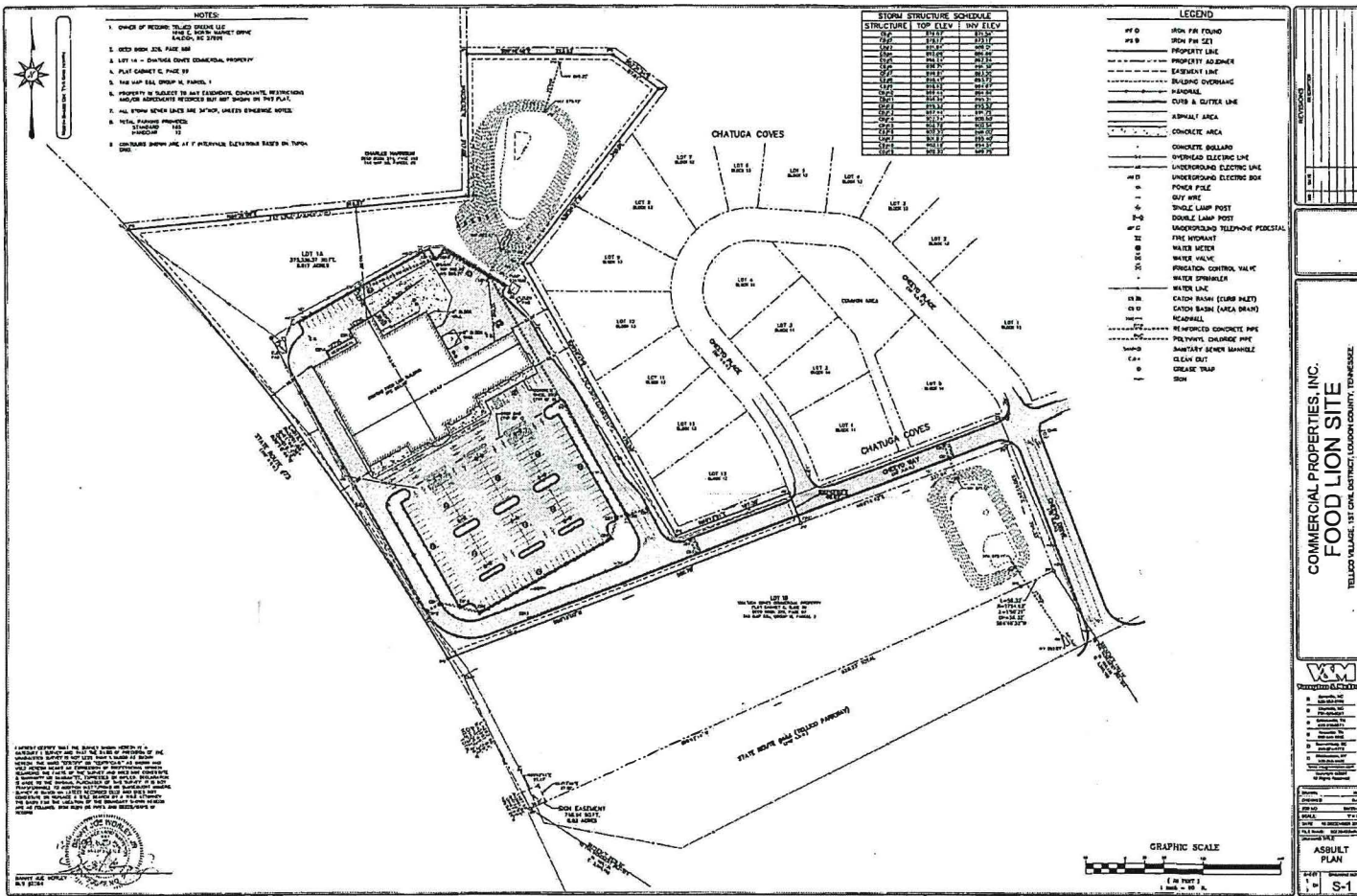
We employ a staff of 52 with a payroll of around \$16,000 bi-weekly and pay over \$7000.00 dollars a month in state, county, and local sales taxes. We are not going to remain a viable business without this license to sell beer. I simply cannot compete against Tellico POA subsidized facilities and the new Toqua sports bar, due to open soon, without an even playing field. I am the only restaurant in the village area that cannot sell beer in a facility that has sold beer for over the last 28 years. We specifically moved our operation to this building to operate an Italian restaurant and a sports beer bar. I operated my restaurant in Village Square for nearly three years and I knew, and accepted, the fact that I could never sell beer there because of the proximity to the churches. We were told that we needed 2000 feet from a church, school, daycare, cemetery, or hospital. Nothing was ever said about a public gathering place until our meeting at the beer board in May. If I am forced to close the doors now from the lack of being able to conduct business, Ms. Akey loses lease payments, my employees lose their jobs, and I lose my retirement investment that I have put into this business. Just today, we had a cancellation of a party of 160 dinner guests on August 17 at \$18.95 a person because we did not get our permit and the party wanted a place where they could buy beer. We had to cancel a big tent outdoor shrimp festival because of the inability to sell beer. We have several football clubs booked with us for the entire football season that will also be cancelling and going elsewhere if we fail to get this permit. My customers are outraged by this denial and see it as only lousy politics and want me to start a public petition campaign. They fear, as I do, of having to close down.

The Tellico Village library was in the same building as my restaurant for years while beer was sold here. The library is not part of the Loudon County Public Library system even though some county funds pay an attendant. The library is governed by a corporate board of directors under the "Friends of Tellico Village Library Inc." who is listed as the owner of the building which makes it a private enterprise. Until just recently, the library wasn't even called a public library. The change was just recently made to try and get government dollars. The library is almost 3000 feet away by road. I know that a straight line measurement is used but it is across two barbed wire fences and private property and is not accessible. We sit 1402 feet in a straight line across this property. The initial construction permit for the library building was issued as a commercial building, not a public library. I am aware that the purpose of the footage rule is for the protection of children. It would be hard to argue that a real harm exists or might come from the proximity to the library even if only 1402 feet measured in a straight line. The beer board only fixated on the 2000 foot rule and would not consider any other reasoning. A footage rule that is only 300 feet in the city of Loudon and Lenoir City; yet, 2000 feet in the county. The harm being done now is to me, Ms. Akey, my staff, and our customers. This library hardly has more than a half-dozen senior citizens at any given time and does not even operate when I am open. There is also an apparent difference that the impact would have on public health, safety, and morals from the sale of beer at a bar where alcoholic beverages are the principal commodity sold and the sale of beer at a family-style restaurant, where food is the principal commodity and beer is sold only to complement the food.

The Tellico Community Players Theater now occupies the space where the library used to be and is more of a public gathering place (as defined in Black's Law Dictionary) than our library with over 800 attendees at each production. Yet, both Thai Bistro and Lorenzo's were issued a permit while both are less than 1000 foot from the theater. This is the basis for a legal challenge for discrimination; however, I do not want to go down that avenue because of the unnecessary expense and we are barely meeting expenses now. This permit request has already cost over \$2000 dollars from fees and survey. We especially don't want to make any further move until we know where you and the council stand on the matter.

Donna Akey has been generous to Loudon County and even donated land to the county for a road. Ms. Akey also moved out of her building a church last April giving up lease money so that I could lease the restaurant and get a permit. The closing of my business would put a hardship on her and my employees; however, I cannot continue to lose financially and endure thru the winter slowdown without some assistance from you and the county commissioners to change this footage rule or issue an exception. I would request that we be informed as to whether this matter is being studied or not so that Ms. Akey and I know whether we need to seek legal assistance. My business, that employs over 50 county residents and generates revenue for the county, is being threatened by a footage rule to a building that we pose absolutely no harm to and doesn't generate a dime for the county. The biggest irony is that the library sells beer every October to generate revenue for the library at the annual Oktoberfest and I cannot sell beer because they are too close to my location. Please keep us informed of any developments.

Sincerely;
Lawrence C. Wooden
205 Chuniloti Way
Loudon, TN.



NOT TO SCALE