

Be it remembered that the Loudon County Legislative Body met in a regular session on Monday, October 2, 1989 at 7:00 P.M. with the Chairman, J. J. Blair, Presiding and the County Clerk, Riley D. Wampler was present, whereupon Sheriff Joe Sims opened Court, Led the Pledge of Allegiance to the Flag and presented Commissioner Jim Price who gave the Invocation.

The following Commissioners were present:

Bledsoe	Price	Petty
Blair	Maples	
Millsaps	Park	

Commissioner Masingo was absent.

MINUTES
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Bledsoe that the Minutes be approved as presented. The Vote was unanimous.

TCSA
INSURANCE
RESOLUTION
APPROVED

It was moved by Commissioner Petty and seconded by Commissioner Price that The TCSA Insurance Resolution presented by County Executive, George Miller be approved. The Vote was unanimous and it is attached hereto as Resolution No. 50-89 Exhibit A.

RESOLUTION
OF INTENT
REGARDING
DEVELOPMENT
OF LOWER
JACKSON
BEND AREA
APPROVED

County Executive, George Miller presented a Resolution of Intent to find Infrastructure Improvements for Lower Jackson Bend. After much discussion by Commissioner Park against the Resolution and Commissioner Petty for the Resolution. It was moved by Commissioner Petty and seconded by Commissioner Price that the Resolution of Intent Regarding Development of the Lower Jackson Bend Area be approved. On Roll Call the Vote was 7 to 1 in favor with Commissioner Park Voting Nay. The Resolution is attached hereto as Resolution No. 51-89 Exhibit B.

\$1,500.00
APPROVED
FOR EATON
RURITAN
CLUB
APPROVED
1st READING

It was moved by Commissioner Park and seconded by Commissioner Maples and Petty that \$1,500.00 be approved for the Eaton Ruritan Club and these minutes will reflect that this is the First Reading of Loudon County's Intent to appropriate funds to a Non-Profit Organization.

2ND
READING OF
NON-PROFIT
ORGANIZATIONS

Director of Accounts, Nancy Richesin said to let the minutes reflect the second reading of Loudon County's Intent to contribute Funds to the following Non-Profit Organizations:

Loudon Recreation Departments	\$1,500.00
Loudon Quarterback Club	\$1,500.00
Lenoir City Quarterback Club	\$1,500.00
Chamber of Commerce-Tourism Div.	$\frac{1}{2}$ of the
Hotel Motel Tax Collections Approx.	\$50,000.00
Tenn. Resource Valley	\$10,000.00
Loudon County 4-H Club	250.00
Loudon County Industrial Dev.	\$60,000.00
Sweetwater Valley Water Shed	2,000.00
Luttrell Recreation Center	1,500.00
Greenback Rescue Squad	40,000.00
Loudon County Rescue Squad	25,000.00

ATTORNEY
SPROUL

~~conc~~ County Attorney Harvey Sproul spoke to the Commission concerning the Jenkins VS Loudon County Lawsuit which will be tried in November. He called a Private Meeting at the End of County Court concerning the matter.

MR. KELLEY
TO MOVE
800 FT.
ON
WILKERSON
ROAD

It was moved by Commissionr Bryant and seconded by Commissioner Park that Mr. Kelley of Wilkerson Road be given approval to relocate some 800 Ft. of that road at his own expense, which is about 15 Ft. from his house; also two neighbors affected by the relocation must also approve it. The Vote was unanimous.

BUILDING
INSPECTOR
REPORT

Building Inspector, Doug Lawrence presentd the Building Inspector Report.

Permits	31	Taxes	\$3,822.00
Fees	\$1,253.00	Value	\$546,000.00

PURCHASING
AGENT'S
REPORT

Purchasing Agent, Tommy Mills presented the Purchasing Department report which is:

1. Health Department in the dry and on schedule
2. Elevator in progress
3. Guttering Contract should be rady this week
4. Contract for Justice Center Renovation has been signed and forwarded to Barge Waggoner of finalization
5. Pre-Bid conferecne on Juvenile Center is scheduled for 2:00 P.M. on Tuesday at site. It was moved by Commissioner Park and seconded by Commissioner Maples that the Bacon Building be put out for Bids. The Vote was unanimous.

It was then moved by Commissionr Millsaps and seconded by Commissionr Petty that Millsaps contact the man he had been talking with concerning placing the sales with a New York Times, etc.

INDUSTRIAL
DEVELOPER
DOUG
BERRY

Industrial Developer, Doug Berry said he wanted to clarify a few points, that contrary to earlier rumors, Kimberly-Clark did not file a request for a Wavier of Maximum Pollutant levels and that the Firm's Production process will not result in the emission of the "Rotten Egg" Odor of Hydrogen Sulfide.

NOTARY
PUBLICS
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Petty that the following Notaries be approved. The Vote was unanimous.
Cris M. Duncan, Yvonne L. Vreeland, Robert G. Hinton, Pamela E. Hodge and Bonnie Vichich.

There being no further Business Court adjourned.

GEORGE MILLER
COUNTY EXECUTIVE

RILEY D. WAMPLER
COUNTY CLERK

RESOLUTION NO. 50-89

WHEREAS, Section 29-20-401, Tennessee Code Annotated, as amended, grants governmental entities the specific power to enter into an agreement with one another for joint or cooperative action pursuant to the provisions of Sections 12-9-101 through 12-9-109, inclusive, Tennessee Code Annotated, as amended, in order to pool their financial and administrative resources for the purpose of providing to the participating governmental entities risk management, insurance, reinsurance, self-insurance, loss prevention or any combination thereof for any and all of the areas of liability or insurability or both, for such governmental entities, arising under the workers compensation law, and unemployment compensation law;

WHEREAS, the power to enter into joint and cooperative agreements for the purposes set forth in Section 29-20-401, Tennessee Code Annotated, as amended, specifically includes the power to establish a separate legal entity to effectuate such agreements pursuant to Sections 12-9-101 through 12-9-109, inclusive, Tennessee Code Annotated, as amended;

WHEREAS, it is necessary and desirable and in the interest of Loudon County to enter into such an agreement for the purpose of providing adequate liability protection at an affordable cost for any or all of its elected or appointed officials and its employees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOUDON COUNTY, TENNESSEE, AS FOLLOWS:

1. That Loudon County (the "County") through its Board of County Commissioners shall enter into that certain First Amendment to Agreement to Establish the Tennessee County Services Selective Self-Insurance Fund (the "Amended Agreement") whereby the Agreement to Establish The Tennessee County Services Selective Self-Insurance Fund (the "Original Agreement") is amended to be entitled the Agreement to Establish The Local Government Workers Compensation Fund (the Amended Agreement and the Original Agreement to be hereinafter referred to as the "Agreement"), which is attached hereto and incorporated herein as fully as though copied.

2. That pursuant to said Agreement each participant to the Agreement agrees to cooperate in establishing, and contracting with a not-for-profit Tennessee corporation to be known as The Local Government Workers Compensation Fund (the "Fund") organized in substantially the form set forth in Exhibit A to the Agreement with the powers, purposes and attributes set forth therein, including the ability to do all acts authorized by Sections 29-20-309 and 29-20-401, Tennessee Code Annotated, as amended, specifically including the ability to compromise and settle any action for damages or relief brought under the workers compensation law and the unemployment compensation law, the ability to

Exhibit A

pool losses by receiving contributions from one governmental entity and using them to pay claims against, or with respect to, any of the other participating governmental entities, and the ability to enter into contracts with other entities, persons or corporations to provide administrative and claims services.

3. That any governmental entity of the State of Tennessee may become a participant in the Fund upon adoption of an appropriate ordinance or resolution.

4. That the County through its Board of County Commissioners and each participant to the Agreement shall enter into such plans, agreements or contracts (the "Application for Membership") with the Fund for the provision of any or all of the services which the Fund is created to provide upon such terms as are agreed upon by the County and the Fund.

5. That the Agreement shall be financed from contributions, premiums or assessments paid by the County and by participating governmental entities to the Fund which shall be determined and assessed in the manner provided by the Fund.

6. That the form, content and provisions of the Agreement are hereby approved.

7. That the County Executive is hereby authorized, empowered and directed on behalf of the County to execute said Agreement and Application for Membership in the Fund and to take such other steps as may be necessary to implement and carry out the intent of this Resolution for any or all of its elected or appointed officials and its employees.

8. That all prior actions of this Board of County Commissioners concerning the Fund are hereby ratified and confirmed.

9. This Resolution shall be effective upon its passage, the public welfare requiring it.

APPROVED AND ADOPTED this ____ day of _____, 198__.

COUNTY EXECUTIVE

ATTEST:

COUNTY CLERK

FIRST AMENDMENT TO AGREEMENT TO-
ESTABLISH THE TENNESSEE COUNTY SERVICES
SELECTIVE SELF-INSURANCE FUND

This First Amendment to Agreement to Establish the Tennessee County Services Selective Self-Insurance Fund (the "First Amendment to Agreement"), made and executed by the undersigned political subdivisions of the State of Tennessee which are eligible governmental entities as defined in Section 29-20-102(3), Tennessee Code Annotated, as amended, all public corporations created and existing pursuant to the laws and the Constitution of the State of Tennessee (the "Counties"), is hereby adopted as executed in original counterparts as of the date of such execution.

W I T N E S S E T H

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this First Amendment to Agreement to Establish the Tennessee County Services Selective Self-Insurance Fund, the following statements of fact are hereby recited:

(a) Governmental entities are authorized by the provisions of Section 29-20-401, Tennessee Code Annotated, as amended, to enter into an agreement with one another for joint or cooperative action pursuant to the provisions of Sections 12-9-101 through 12-9-109, inclusive, Tennessee Code Annotated, as amended, in order to pool their financial and administrative resources for the purpose of providing to the participating governmental entities risk management, insurance, reinsurance, self-insurance, loss prevention or any combination thereof for any and all areas of liability or insurability or both, for such governmental entities for liabilities arising under the workers compensation law and unemployment compensation law. This power includes the authority to enter into joint and cooperative agreements for the purposes set forth in Section 29-20-401, Tennessee Code Annotated, as amended, and to establish a separate legal entity to effectuate such agreements pursuant to Sections 12-9-101 through 12-9-109, inclusive, Tennessee Code Annotated, as amended.

(b) That certain Agreement to Establish the Tennessee County Services Selective Self-Insurance Fund as approved by the Tennessee Attorney General on February 10, 1981 (the "Original

Agreement") was heretofore entered into by certain governmental entities. Pursuant to the Original Agreement the Tennessee County Services Selective Self-Insurance Fund was established and given the ability to do all acts authorized by Tennessee Code Annotated Section 23-3325, specifically including the ability to pool losses by receiving contributions from one entity and using them to pay claims against, or with respect to, any of the other participating entities and which was organized in accordance with Articles of Organization attached thereto as Exhibit A. The Original Agreement is financed from contributions, premiums, or assessments paid by the participating entities to the Tennessee County Services Selective Self-Insurance Fund in accordance with the terms of the Articles of Organization.

(c) It is now necessary and desirable to amend the Original Agreement by this First Amendment to Agreement to Establish the Tennessee County Services Selective Self-Insurance Fund (the "Amended Agreement"; such Original Agreement and Amended Agreement being hereinafter called the "Agreement") and to entitle the Agreement an "Agreement to Establish the Local Government Workers Compensation Fund" in order to agree to establish and contract with a not-for-profit corporation, "The Local Government Workers Compensation Fund" (the "Fund") pursuant to Section 29-20-410 and Sections 12-9-101 through 12-9-109, Tennessee Code Annotated, as amended, organized in substantially the form set forth in Exhibit A to the Amended Agreement with the powers, purposes and attributes set forth therein, including the ability to do all acts authorized by Sections 29-20-309 and 29-20-401, Tennessee Code Annotated, as amended, specifically including the ability to compromise and settle any action for damages or relief brought under the workers compensation law and the unemployment compensation law, the ability to pool losses by receiving contributions from one governmental entity and using them to pay claims against, or with respect to, any of the other participating governmental entities, and the ability to enter into contracts with other entities, persons, or corporation to provide administrative and claims services.

(d) From the date of execution of this Amended Agreement by two or more political subdivisions, the Tennessee County Services Selective Self-Insurance Fund is hereby directed to and shall enter into a contract for services with The Local Government Workers Compensation Fund to supply administrative and claims services to the Tennessee County Services Selective Self-Insurance Fund.

(e) As of that certain date that each participating entity to the Agreement and any participating governmental entity with a Certificate of Coverage issued by the Tennessee County Services Selective Self-Insurance Fund has either: (i) executed this First Amendment to Agreement; (ii) repealed, revoked or rescinded the resolution authorizing its participation in the Tennessee

County Services Selective Self-Insurance Fund, or; (iii) failed to renew its coverage with the Tennessee County Services Selective Self-Insurance Fund all as evidenced by a certificate from an authorized representative of Corroon & Black Management, Inc. that the events set forth in items (i) (ii) and (iii) have occurred then, on that date, all right, title and interest to all monies, assets, and funds of any and all sort are hereby directed to be and shall be assigned, assumed and transferred pursuant to this Agreement from the Tennessee County Services Selective Self-Insurance Fund to the Local Government Workers Compensation Fund and all outstanding liabilities of the Tennessee County Services Selective Self-Insurance Fund shall be assigned and assumed by The Local Government Workers Compensation Fund. Thereafter, The Local Government Workers Compensation Fund shall issue Certificates of Coverage in The Local Government Workers Compensation Fund to those entities theretofore possessing Certificates of Coverage in the Tennessee County Services Selective Self-Insurance Fund.

Section 2. Amendment of the Original Agreement. The Original Agreement is hereby amended, by this Amended Agreement in such manner that the provisions thereof shall be as set forth in Exhibit "A", said Exhibit "A", being attached hereto and incorporated herein as fully as though copied.

Section 3. Miscellaneous Provisions. (a) The Original Agreement is hereby, and shall henceforth be deemed to be, modified, supplemented, and amended in accordance with the provisions hereof.

(b) This Amended Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, I have hereunto set my hand.

Dated: _____

County
County Executive

AGREEMENT TO ESTABLISH
THE LOCAL GOVERNMENT WORKERS COMPENSATION FUND

This Agreement is entered into by and between the undersigned political subdivisions of the State of Tennessee pursuant to the Interlocal Cooperation Act, Title 12, Chapter 9, Tennessee Code Annotated, as amended, and Section 29-20-401, Tennessee Code Annotated, as amended.

The political subdivisions hereby agree to pool their financial and administrative resources so as to provide a method for obtaining risk management, insurance, reinsurance, self-insurance, loss prevention or any combinations thereof for any and all areas of their liability or insurability, for themselves and other governmental entities arising under liabilities created by the workers compensation law and the unemployment compensation law.

This Agreement shall become effective upon receiving the approval of two political subdivisions of the State of Tennessee which are members of the Tennessee County Services Association, by the passage of such ordinances or resolutions as may be appropriate. Any political subdivision of the State of Tennessee may hereafter become a participant in this Agreement by adoption of any appropriate ordinance or resolution. This Agreement shall exist and be of full force and effect perpetually, provided that at least two political subdivisions have not repealed, revoked, or otherwise rescinded their approval of the Agreement. Upon giving thirty (30) days prior written notice to the Board of Directors of the Fund, any political subdivision may terminate its participation under this Agreement by repealing, revoking or rescinding the resolution or ordinance authorizing and effectuating its participation, subject to payment of any assessments due, or which ultimately may be made, for the period of its participation. This Agreement shall only be completely terminated upon the action of all but one participating political subdivision to repeal,

revoke, or rescind the resolution or ordinance authorizing and effectuating their participation.

In order for these political subdivisions to maximize the advantages of pooling their financial and administrative resources and to effectuate this Agreement they hereby agree to cooperate in establishing and contracting with a not-for-profit Tennessee corporation to be known as The Local Government Workers Compensation Fund (the "Fund") which has been organized in substantially the form shown in Exhibit A attached hereto and incorporated herein, with the powers, purposes and attributes therein set forth which form shall not be significantly modified without the approval of all participants hereto. The Fund shall have the ability to do all acts authorized by Sections 29-20-309 and 29-20-401, Tennessee Code Annotated, as amended, specifically including the ability to compromise and settle any action for damages or relief brought under the workers compensation law and, the ability to pool losses by receiving contributions from one governmental entity and using them to pay claims against, or with respect to, any of the other participating governmental entities, and the ability to contract with other entities, persons or corporations to provide administrative and claims services. Establishment and maintenance of a budget for the Fund shall be the responsibility of the Fund.

Each participant hereto shall enter into plans, agreements, or contracts with the Fund for the provision of any or all of the services which the Fund is created to provide upon such terms as are agreed upon by the participant and the Fund, which shall include terms on the nature and scope of services of insurance coverages to be provided; the method by which contributions, premiums, or assessments shall be levied and paid; the method by which claims shall be administered and, as necessary, defended against; the procedures by which

financial reserves shall be established and maintained; and any other necessary terms. This Agreement shall be financed from contributions, premiums, or assessments and such other funding agreements as may be agreed upon paid by the political subdivisions participating herein to the Fund, in accordance with the terms of their plans, agreements or contracts with the Fund. Such contracts are required to provide that the contributions of one governmental entity may be used to pay claims against or with respect to any other governmental entity entering into contracts with the Fund. In addition to any county, any governmental entity as defined in Section 29-20-102(3), Tennessee Code Annotated, as amended, may also become a participant in this Agreement by adoption of any appropriate ordinance or resolution subject to approval of the Board of Directors of the Fund and, if approved, such governmental entity shall be subject to all provisions of this Agreement.

Dated: _____

County Executive

County, Tennessee

Dated: _____

County Executive

County, Tennessee

RESOLUTION NO. 51-89

RESOLUTION OF INTENT REGARDING DEVELOPMENT OF THE LOWER JACKSON BEND AREA

WHEREAS, TRDA has ownership and control of a peninsula of land, on the Tellico Lake in the 3rd District of Loudon County, that has been designated under the TVA - TRDA land use plan as commercial-recreational, and is commonly referred to as the Lower Jackson Bend area; and,

WHEREAS, TRDA has advertised for proposals to develop said parcel of land in accordance with guidelines established by the TRDA Board of Directors; and,

WHEREAS, TRDA has received a proposal for developing said property from a development investment firm that is believed by TRDA to meet certain financial and ethical standards specified in TRDA's request for proposals; and,

WHEREAS, Loudon County is very interested in promoting tourism as evidenced by the recent creation of the Loudon County Visitors Bureau, made possible by the County Commissioners seeing fit to make available $\frac{1}{2}$ of the Hotel-Motel tax levy in the County; and,

WHEREAS, the development of the Lower Jackson Bend Peninsula would not only greatly enhance tourism, but would also provide full time employment opportunities for approximately one hundred people, and part time jobs for up to three hundred additional workers; and,

WHEREAS, the developer has stated that road access and a reliable source of water must be assured if the developer is to proceed with further planning and feasibility studies; and,

WHEREAS, such water line extension would also serve many residents of the 3rd District of Loudon County and enhance the development of other commercial and tourist oriented businesses along State Highway 321; and,

WHEREAS, the incremental property tax revenue would more than service the debt of up to One Million Dollars (\$1,000,000.00) beginning in the fourth year of development;

NOW, THEREFORE, Loudon County Commission Meeting, in regular session assembled, does declare their intent to provide funding in an amount not to exceed One Million Dollars (\$1,000,000.00); Such Resolution conditional upon

Exhibit B

page 2
Resolution No. _____

the fact that proposed water line be extended to the entrance roads to the two subdivisions known as Ft. Loudoun Estates I and Ft. Loudoun Estates II; And, being conditional also on a plan of payment of the first three (3) years service not requiring a property tax rate increase.

DATE: _____

CHAIRMAN

COUNTY EXECUTIVE

ATTEST:

COURT CLERK