

**LOUDON COUNTY COMMISSION  
REGULAR MEETING**

**August 06, 2007**

- (1) Public Hearing
- (2) Opening of Meeting
- (3) Roll Call
- (4) Agenda Adopted
- (5) Minutes for June 25, July 16 & Amend for June 11, 2007 Approved
- (6) Comments: Agenda Items
- (7) Loudon County Library Appointment Resolution Adopted Resolution 080607-A
- (8) No Motion to Pay Bill from City of Loudon on Matlock Bend Road
- (9) Addendum to LECD Agreement Approved
- (10) Agreement with Blount County Animal Control Approved
- (11) Agreement with ETHRA for a period of 6 Months Approved
- (12) EMPG Grant Approved
- (13) 101 County General Fund Approved Exhibit 080607-B
- (14) 171 General Capital Projects Fund Approved Exhibit 080607-C
- (15) Purchase of Ten (10) Modular Educational Units Failed
- (16) Summary Financial Statement Distributed Exhibit 080607-D
- (17) Old Highway 95 & Foothills Road Resolution Denied
- (18) 7409 Highway Resolution Approved Resolution 080607-E
- (19) 103 Robinson Drive Resolution Approved Resolution 080607-F
- (20) Office Professional District E-7 Height  
Height Requirement Resolution Adopted Resolution 080607-G
- (21) Request to go Back to Purchase of 10 Modular Education Units Failed
- (22) Sale of Approx. 6.6 Acres to Gary Long, Resolution 080607-H  
Bend Matlock Bend Development Inc. Approved.
- (23) Sale of approx. 8 Acres to Malibu Boats, LLC Approved Resolution 080607-I
- (24) Members Appointed to Loudon County Air Quality Task Force Resolution 080607-J  
Air Quality Task Force Approved
- (25) Increased Sealed Bid Requirement From, \$5,000 to \$10,000 Approved
- (26) Tennessee Risk Management Trust Agreement Approved Exhibit 080607-K
- (27) Surplus Vehicle List & Auction Plan Approved Exhibit 080607-J
- (28) Comments
- (29) Notaries & Bond Approved
- (30) Comments: Non-Agenda Items
- (31) Adjournment

(5)  
Minutes for  
June 25,  
2007, July 16,  
2007 and  
Amend for  
June 11, 2007  
Approved

**Chairman Bledsoe** requested that the June 25, 2007 and July 16, 2007 minutes be approved and accepted.

**Chairman Bledsoe** requested that also that the June 11, 2007 minutes be approved and accepted with an amended statement ("amendment to increase the property tax rate by 7 cents and to increase the property tax allocation to the school budget from 88 cents to 95") for clarification.

**Chairman Bledsoe** asked for a recommendation to vote for minutes to be approved and accepted individual or all 3 together.

A motion was made by **Commission Duff** with a second by **Commissioner Gardin** to approve and accepted June 11<sup>th</sup>, June 25<sup>th</sup> and July 16<sup>th</sup> all 3 together.

Upon voice vote the motion **Passed** unanimously.

(6)  
Comments:  
Agenda  
Items

**Chairman Bledsoe** asked for any visitor wishing to address the Commission regarding items on the planned agenda to come forward.

**No one came Forward.**

(7)  
Loudon  
County  
Library  
Appointment  
Resolution  
Adopted

**Doyle Arp, Loudon County Mayor**, requested discussion and possible action on the following items:

1. Consideration of adopting a resolution appointing members David Hall (Greenback) and Ruth Henderson McQueen (Loudon) to the Loudon County Library Board.

A motion was made by **Commissioner Marcus** with a second by **Commissioner Franke** to adopt this resolution.

Upon voice vote the motion **Passed** unanimously.

**Resolution 080607-A**

(8)  
No Motion to  
Pay Bill from  
City of  
Loudon on  
Matlock  
Bend Road

2. Consideration of approving to pay a bill from the City of Loudon on Matlock Bend Road into the Thornton development (Tennessee National Drive).

**No motion** was made.

**Chairman Bledsoe** stated that we cannot proceed with **no motion**.

(9)  
Addendum  
to LECD  
Agreement  
Approved

**Tracy Blair, Loudon County Director of Accounts and Budgets**, requested consideration and possible action on the following items:

1. Consideration of recommendation to approve addendum to agreement with Loudon County Emergency Communications District regarding contribution to the Director's annual wages (includes budget amendment in fund 101)

A motion was made by **Commissioner Franke** with a second by **Commissioner Park** to adopt this agreement.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**

The following Commissioners voted **Nay: (0)**.

The following Commissioner was absent: **Miller (1)**.

Thereupon the Chairman announced the motion **Passed: (9,0,1)**.

(10)  
Agreement  
with Blount  
County  
Animal  
Control  
Approved

2. Consideration of recommendation to renew agreement with Blount County to provide temporary sheltering of animals from Blount County Animal Control for a period of six months (includes budget amendment in fund 101)

A motion was made by **Commissioner Reno** with a second by **Commissioner Meers** to approve this agreement with Blount County Animal Control.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Reno, Franke, Bledsoe, Duff, Park and Gardin: (8)**

The following Commissioners voted **Nay: Maples (1)**

The following Commissioner was absent: **Miller (1)**.

Thereupon the Chairman announced the motion **Passed: (8,1,1)**.

(11)  
**Agreement  
with ETHRA  
for a period  
of 6 Months  
Approved**

3. Consideration of recommendation to renew subcontract agreement with ETHRA for a period of six months (includes budget amendment in fund 101)  
A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Meers** to renew subcontract agreement with ETHRA for a period of six months.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**  
The following Commissioners voted **Nay: (0)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Passed: (9, 0, 1).**

(12)  
**EMPG  
Grant  
Approved**

4. Consideration of recommendation to accept EMPG grant in the amount of \$19,721.00 with no matching funds.(includes budget amendment in fund 101)  
A **motion** was made by **Commissioner Gardin** with a second by **Commissioner Reno** to approve this accept EMPG Grant.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**  
The following Commissioners voted **Nay: (0)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Passed: (9,0,1).**

(13)  
**101 County  
General  
Fund  
Approved**

5. Consideration of recommendation to approve amendments in the following funds:  
a. 101 County General Fund.  
A **motion** was made by **Commissioner Park** with a second by **Commissioner Franke** to approve this amendment in the County General Fund.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**  
The following Commissioners voted **Nay: (0)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Passed: (9,0,1).**  
**Exhibit B**

(14)  
**171 General  
Capital  
Projects  
Fund  
Approved**

b. 171 General Capital Project Fund.  
A **motion** was made by **Commissioner Meers** with a second by **Commissioner Gardin** to approve this amendment in the General Capital Project Fund.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**  
The following Commissioners voted **Nay: (0)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Passed: (9,0,1).**  
**Exhibit C**

(15)  
**Purchase of  
Ten (10)  
Modular  
Educational  
Units  
Failed**

6. Consideration of recommendation to issue \$528,277 capital outlay note for the purchase of ten (10) modular educational units a requested by the Board of Education.  
A **motion** was made by **Commissioner Meers** with a second by **Commissioner Park** to issue \$528,277 capital outlay note to purchase ten (10) modular educational units.  
**Commissioner Franke** questioned registration compared to last year and the money in your budget (gave you another million this year (10 cents on tax rate)  
**Mayor Arp** questioned the \$120,000 for continuing lease, what happens to that money and could you not take this money and help pay for some of this?  
Upon roll call vote the following Commissioners voted **Aye: Meers, Duff: (2)**  
The following Commissioners voted **Nay: Marcus, Maples, Reno, Franke, Bledsoe, Park and Gardin: (7)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Failed: (7, 2, 1).**  
**After much discussion, Commissioner Meers** requested for the issues to be resolved, to have a special called meeting?  
**Chairman Bledsoe** ask if the Education board called, could we have a special meeting with the vote of the Commission

(16)  
Summary  
Financial  
Statement  
Distributed

**Tracy Blair, Loudon County Director of Budget and Accounts,** Requested that records reflect that the "Summary Financials Statements has been distributed"  
**Exhibit 080607-D**

(17)  
Old Highway  
95 &  
Foothills  
Road  
Resolution  
Denied

**Russ Newman, Loudon County Planning and Community Development** - requested consideration and possible action on the following items:

1. Consideration of Adopting a Resolution Rezoning Property Located at the Intersection of Old Highway 95 & Foothills Road, Containing Approx. 1.339 Acres, Situated in the 5<sup>th</sup> Legislative District, Referenced by Tax Map 15, Parcel 216.00, From R-1 Suburban Residential District to C-2, General Commercial District (Public Haring #1)

A **motion** was made by **Commissioner Duff** with a second by **Commissioner Park** to **deny** this resolution.

Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**

The following Commissioners voted **Nay: (0)**

The following Commissioner was absent: **Miller (1).**

Thereupon the Chairman announced the motion **Passed: (9, 0, 1).**

**Denied**

(18)  
7409  
Highway 411  
Resolution  
Approved

2. Consideration of Adopting a Resolution Rezoning Property Located at 7409 Highway 411, Containing Approx .55 Acres, Situated in the 3<sup>rd</sup> Legislative District, Referenced by Tax Map 84, Parcel, 47.00, From A-2, Rural Residential District to C-2, General Commercial District (Public Hearing #2)

A **motion** was made by **Commissioner Franke** with a second by **Commissioner Marcus** to approve this Resolution.

Upon voice vote the motion **Passed** unanimously

**Resolution 080607-E**

**Commissioner Franke** questioned the percentage of Building Permits issued since first of year to **Bill Cox, Building Commissioner**

(19)  
103 Robinson  
Drive  
Resolution  
Approved

3. Consideration of Adopting a Resolution Rezoning Property Located at 103 Robinson Drive, Containing Approx 2.94 Acres, Situated in the 2<sup>nd</sup> Legislative District, Referenced by Tax Map 15M, Group A, Parcel 4.00, from R-1 Suburban Residential District to C2, General Commercial District (Public Haring #3)

A **motion** was made by **Commissioner Maples** with a second by **Commissioner Reno** to approve this Resolution.

Upon voice vote the motion **Passed** unanimously

**Resolution 080607-F**

(20)  
Office  
Professional  
District E-7  
Height  
Requirement  
Resolution  
Adopted

4. Consideration of adopting a Resolution that Section 5.048: O-1, Office Professional District be Amended as Follows: Section 5.048:O-1, Office Professional District E-7) Height Requirement: No Building Shall Exceed to (3) stories or Forty (40) Feet in Height, Except as Provided in Article 6, Section 6.030 (Public Hearing #4).

A **motion** was made by **Commissioner Reno** with a second by **Commissioner Marcus** to approve this Resolution.

Upon voice vote the motion **Passed** unanimously

**Resolution 080607-G**

(21)  
Request to  
go Back to  
Purchase of  
10 Modular  
Education  
Units Failed

**Commissioner Gardin** made a **motion** to go back to item 15 (Consideration of recommendation to issue \$528,277 capital outlay note for the Purchase of 10 modular educational Units) before going to Pat Phillips

A **motion** was made by **Commissioner Gardin** to **rescind** action taken on the Consideration of recommendation to issue \$528,277 capital outlay note for the Purchase of 10 modular educational Units.

**No one second.**

**Commissioner Meers** stated that the School Board needs to come back to commission.

(22)  
Sale of  
approx. 6.6  
Acres to  
Gary Long,  
Matlock  
Bend  
Development  
Inc.

**Pat Phillips, Loudon County Economic Development Agency** - requested consideration and possible action on the following items:

1. Consideration of Adopting a Resolution for the sale of Approximately 6.6 Acres in the Matlock Bend Industrial Park to Gary Long,

A **motion** was made by **Commissioner Gardin** with a second by **Commissioner Reno** to approve this resolution.

Upon roll call vote the following Commissioners voted Aye: **Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**

The following Commissioners voted Nay: **(0)**

The following Commissioner was absent: **Miller (1).**

Thereupon the Chairman announced the motion **Passed: (9,0,1).**

**Resolution 080607-H**

(23)  
Sale of  
approx. 8  
Acres to  
Malibu  
Boats, LLC  
Approved

2. Consideration of adopting a Resolution for the sale of Approximately 8 Acres in Sugarlimb Industrial Park to Malibu Boats.

**Mayor Arp** questioned the time frame.

**Pat Phillips** stated that they had 1 year to construct improvement on the property, we have the option to re-purchase this property back.

**Commission Franke** questioned if we bought the property back would this be at the same price.

A **motion** was made by **Commissioner Gardin** with a second by **Commissioner Maples** to approve this resolution.

Upon roll call vote the following Commissioners voted Aye: **Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**

The following Commissioners voted Nay: **(0)**

The following Commissioner was absent: **Miller (1).**

Thereupon the Chairman announced the motion **Passed: (9,0,1).**

**Resolution 080607-I**

**Commissioner Meers** requested for **Pat Phillips** to schedule an on site visit.

(24)  
Members  
Appointed to  
Loudon  
County Air  
Quality Task  
Force  
Approved

**Nancy Marcus, Loudon County Commissioners**, requested discussion and possible action on the following items:

1. Consideration of Appointing Members **Keith Brazzell** as Vice Chairman, **Mike Slimbarski** replaces Russ Ellis as member at large to the Loudon County Air Quality Task

A **motion** was made by **Commissioner Marcus** with a second by **Commissioner Meers** to approve appointing members to the Loudon County air Quality Task Force.

Upon voice vote the motion **Passed** unanimously.

**Resolution 080607-J**

**Commissioner Franke** asked if they were comfortable with two being from Tate & Lyle.

(25)  
Increased  
Sealed Bid  
Requirement  
From \$5000  
to \$10,000  
Approved

**Leo Bradshaw, Loudon County Purchasing Director**, requested discussion and possible action on the following items:

1. Consideration of Increasing Sealed Bid Requirements from \$5000 to \$10,000.

A **motion** was made by **Commissioner Gardin** with a second by **Commissioner Marcus** to approve the increasing sealed bid requirements from \$5000 to \$10,000.

Upon roll call vote the following Commissioners voted Aye: **Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**

The following Commissioners voted Nay: **(0)**

The following Commissioner was absent: **Miller (1).**

Thereupon the Chairman announced the motion **Passed: (9,0,1).**

(26)  
Tennessee  
Risk  
Management  
Trust  
Agreement  
Approved

2. Consideration of approving a Tennessee Risk Management Trust Agreement.

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Maples** to approve a Tennessee Risk Management Trust Agreement.

Upon voice vote the motion **Passed** unanimously.

**Exhibit 080607-K**

(27)  
Surplus  
Vehicle List  
& Auction  
Plan  
Approved

3. Consideration of a Surplus Vehicle List & Auction Plan.  
A **motion** was made by **Commissioner Duff** with a second by **Commissioner Meers** to approve the surplus vehicle list & auction plan.  
**Commissioner Marcus** question who is responsible for the vehicles cost  
**Leo Bradshaw** stated that they would be responsible for all the cost involved.  
Upon roll call vote the following Commissioners voted **Aye: Marcus, Meers, Maples, Reno, Franke, Bledsoe, Duff, Park and Gardin: (9)**  
The following Commissioners voted **Nay: (0)**  
The following Commissioner was absent: **Miller (1).**  
Thereupon the Chairman announced the motion **Passed: (9,0,1).**  
**Exhibit 080607-L**

(28)  
Comments

**Mayor Arp** commended **Leo Bradshaw** on a *Great Job* at the Loudon School – Beyond Call of Duty.  
**Mayor Arp** informed Commission that he has given authorization to **Bill Cox**, Building Commissioner to hire another person for his office.

(29)  
Notaries &  
Bond  
Approved

A **motion** was made by **Commissioner Meers** with a second by **Commissioner Reno** to approve the following notaries: Denise Ann Walls, Sonya Renee McNabb, Dawn A. Cox, Jessica Hope Garner, Lindsey Frances Roberts, Ramona M. Sutton, Nancy Deiter, Julie A. Black, Nathaniel Dale Costner, Robert Ray Elliott, Gail McNabb, Barbara E. Tipton, Ashley Rucker, Gary L. Fox, Stephen Grayling Littleton, Gregory L. Byrd; and the following bond: Abby Clendenen and Delaney L. Chamblers.  
Upon voice vote the motion **Passed** unanimously.

(30)  
Comments:  
Non-Agenda  
Items

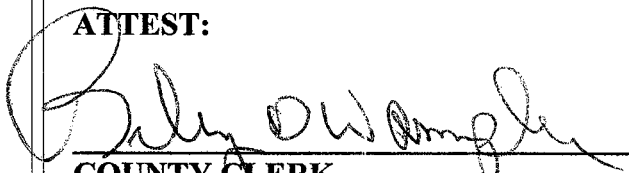
**Chairman Maples** asked for any visitor wishing to address the Commission regarding items not on the agenda to come forward.  
**Commission Franke** stated that we needed to let anyone in the audience know why the insurance was taken off the agenda.  
**Commission Marcus** stated that information given to the budget committee and workshop, the information had changed, gone to a new insurance carrier. New information had not gone before budget or purchase committee to be recommended to full commission.  
**Tommy Odomirok** asked why this was going to come back – Employees needed affordable health care.

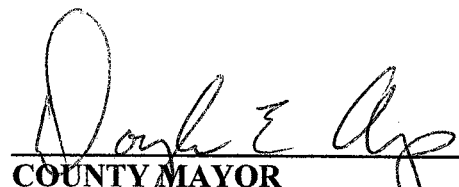
(31)  
Adjournment

There being no further business, a **motion** being duly made and seconded, the August 06, 2007 meeting stood adjourned at 7:05 p.m.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

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

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

**LOUDON COUNTY COMMISSION**

**RESOLUTION 080607-A**

**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

**LOUDON COUNTY LIBRARY BOARD**

**Appointee**

David Hall

Ruth Henderson McQueen

**Term Expiration**

June 30, 2010

June 30, 2010

*NOW, THEREFORE, BE IT RESOLVED* that the Loudon County Commission, meeting in regular session assembled this 6<sup>th</sup> day of August, 2007 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:

**Appointee**

Elfrida Beall

Sandy Brennon

Lois Snow

Ginny Strandberg

Vacant

**Term Expiration**

June 30, 2008

June 30, 2008

June 30, 2009

June 30, 2009

June 30, 2009

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:53	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
119								
120								
121	<b>43000</b>		<b>Charges for Current Services</b>					
122								
123	43100		General Service Charges					
124	43140		Zoning Studies			0		0
125	43190		Other General Services Charges	125,000		125,000	150	125,150
126								
127			Total General Services Charges	125,000	0	125,000	150	125,150
128								
129	43000		<u>Fees</u>					
130	43350		Copy Fees	0		0		0
131	43370		Telephone Commissions	18,000		18,000		18,000
132	43380		Vending Machine Commissions	1,000		1,000		1,000
133	43392		Data Processing Fee - Register	36,000		36,000		36,000
134	43394		Data Processing Fee - Sheriff	10,000		10,000		10,000
135	43395		Sex Offender	1,800		1,800		1,800
136								
137			Total Fees	66,800	0	66,800	0	66,800
138								
139			Total Charges for Current Services	191,800	0	191,800	150	191,950
140								
141								
142			<i>Amendments recommended by Budget Committee July 16; considered by County Commission August 6, 2007</i>					
143								
144								

**Exhibit 080607-B**



Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:53	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
192	46200		<u>Public Safety Grants</u>					
193	46210		Law Enforcement Grant	22,200		22,200		22,200
194								
195			<b>Total Public Safety Grants</b>	22,200	0	22,200	0	22,200
196								
197	46300		<u>Health and Welfare Grants</u>					
198	46310		Health Department Programs	448,000		448,000		448,000
199								
200			<b>Total Health and Welfare Grants</b>	448,000	0	448,000	0	448,000
201								
202	46400		<u>Public Works Grant</u>					
203	46430		Litter Grant	0		0		0
204			<b>Total Public Works Grant</b>	0	0	0	0	0
205								
206	46800-46900		<u>Other State Revenues</u>	<b>(Identify)</b>				
207	46820		Income Tax	400,000		400,000		400,000
208	46830		Beer Tax	30,000		30,000		30,000
209	46840		Alcoholic Beverage Tax	38,000		38,000		38,000
210	46850		Mixed Drink Tax	5,500		5,500		5,500
211	46915		Prisoner Boarding	50,000		50,000		50,000
212	46960		Registrar's Salary Supplement	18,000		18,000		18,000
213	46980		Other State Grants	0		0		0
214	46990		Other State Revenues	204,205		204,205	35,955	240,160
215								
216			<b>Total Other State Revenues</b>	745,705	0	745,705	35,955	781,660
217								
218	<b>Total State of Tennessee</b>			<b>1,284,905</b>	<b>0</b>	<b>1,284,905</b>	<b>35,955</b>	<b>1,320,860</b>
219								
220								

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:53	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
221								
222	<b>47000</b>		<b>Federal Government</b>					
223								
224	<i>47200</i>		<i>Federal Through State</i>					
225	47220		Emergency Management	28,721		28,721		28,721
226	47230		Disaster Relief	0		0		0
227	47235		Homeland Security Grant	98,863		98,863		98,863
228	47250		Law Enforcement Grants (Byrne)	45,000		45,000		45,000
229	47710		Public Safety Partnership (COPS & Te	0		0		0
230								
231			<b>Total Federal Through State</b>	172,584	0	172,584	0	172,584
232								
233	<b>Total Federal Government</b>			<b>172,584</b>	<b>0</b>	<b>172,584</b>	<b>0</b>	<b>172,584</b>
234								
235	<b>48000</b>		<b>Other Governments and Citizens</b>					
236								
237	<i>48100</i>		<i>Other Governments</i>					
238	48110		Prisoner Board	5,000		5,000		5,000
239	48130		Contributions	23,000		23,000		23,000
240	48140		Contracted Services/Agreements	43,320		43,320	24,000	67,320
241								
242			<b>Total Other Governments</b>	71,320	0	71,320	24,000	95,320
243								
244								
245								
246								
247								

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:53	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
248	48600		<i>Citizen Groups and Other</i>					
249	48610		Donations (Senior Citizens)	19,000		19,000		19,000
250	48990		Other	0		0		0
251								
252			<b>Total Citizens Groups and Other</b>	19,000	0	19,000	0	19,000
253								
254								
255	<b>Total Other Governments and Citizens</b>			<b>90,320</b>	<b>0</b>	<b>90,320</b>	<b>24,000</b>	<b>114,320</b>
256								
257	<b>Total Revenues</b>			<b>14,883,558</b>	<b>0</b>	<b>14,883,558</b>	<b>60,105</b>	<b>14,943,663</b>
258								
259	49000		<i>Other Sources</i>					
260	49800		Transfers In (From 128 - Meth Match)	15,000		15,000		15,000
261								
262			<b>Total Transfers In</b>	15,000	0	15,000	0	15,000
263								
264	49950		<i>Special Revenue Items</i>					
265	49951		EDA Salary/Benefits Reimbursement	174,790	1,644	176,434		176,434
266	49952		Cont from LE Schools for Juvenile	10,000		10,000		10,000
267								
268			<b>Total Special Revenue</b>	184,790	1,644	186,434	0	186,434
269								
270								
271	<b>Total Revenues and Transfers In</b>			<b>15,083,348</b>	<b>1,644</b>	<b>15,084,992</b>	<b>60,105</b>	<b>15,145,097</b>
272								
273								
274								
275								

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:53	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
682	52600		Data Processing					
683	120		Computer Programmer	40,020		40,020		40,020
684	201		Social Security	2,481		2,481		2,481
685	204		State Retirement	3,798		3,798		3,798
686	206		Life Insurance	80		80		80
687	207		Medical Insurance	9,500		9,500		9,500
688	208		Dental Insurance	620		620		620
689	212		Employer Medicare	580		580		580
690	307		Communication	1,200		1,200		1,200
691	320		Dues and Memberships	100		100		100
692	355		Travel	1,000		1,000		1,000
693	399		Other Contracted Services	500		500		500
694	435		Office Supplies	1,500		1,500		1,500
695	524		Inservice/Staff Development	500		500		500
696	709		Data Processing Equipment	0		0	13,970	13,970
697	711		Furniture & Fixtures	0		0	1,200	1,200
698	719		Office Equipment	3,000		3,000		3,000
699								
700			Total Data Processing	64,879	0	64,879	15,170	80,049
701								
702	<b>Total Finance</b>			<b>1,808,397</b>	<b>0</b>	<b>1,808,397</b>	<b>15,170</b>	<b>1,823,567</b>
703								

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:55	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1052	54900		Communication/E-911					
1053	105		Supervisor/Director	50,000		50,000	1,500	51,500
1054	106		911 Mapper	36,026		36,026		36,026
1055	148		Dispatchers	340,351		340,351		340,351
1056	169		Part-time Personnel	66,400		66,400		66,400
1057	187		Overtime Pay	20,000		20,000		20,000
1058	201		Social Security	31,792		31,792	93	31,885
1059	204		State Retirement	42,361		42,361	143	42,504
1060	206		Life Insurance	875		875		875
1061	207		Medical Insurance	58,871		58,871		58,871
1062	208		Dental Insurance	3,823		3,823		3,823
1063	212		Employer Medicare	7,435		7,435	22	7,457
1064	196		In-Service Training	0		0		0
1065	307		Communication	5,000		5,000		5,000
1066	355		Travel	5,000		5,000		5,000
1067	399		Other Contracted Services	12,000		12,000		12,000
1068	425		Gasoline	1,000		1,000		1,000
1069	435		Office Supplies	5,000		5,000		5,000
1070	451		Uniforms	3,000		3,000		3,000
1071	524		In Service/Staff Development	4,500		4,500		4,500
1072	708		Communication Equipment			0		0
1073	719		Office Equipment			0		0
1074	799		Staff Psychologicals			0		0
1075								
1076			Total Communication/E-911	693,434	0	693,434	1,758	695,192
1077								
1078	<b>Total Public Safety</b>			<b>5,753,071</b>	<b>0</b>	<b>5,753,071</b>	<b>1,758</b>	<b>5,754,829</b>

**Loudon County  
General Fund 101  
Ending June 30, 2008**

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:55	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1101								
1102	55120		Animal Control					
1103	103		Assistant Director	35,000		35,000		35,000
1104	169		Part-time Staff	15,000		15,000	12,000	27,000
1105	187		Overtime Pay	5,000		5,000	3,000	8,000
1106	189		Staff Wages	93,600		93,600		93,600
1107	201		Social Security	9,213		9,213	930	10,143
1108	204		State Retirement	12,679		12,679	284	12,963
1109	206		Life Insurance	202		202		202
1110	207		Medical Insurance	30,264		30,264		30,264
1111	208		Dental Insurance	1,742		1,742		1,742
1112	212		Employer Medicare	2,155		2,155	217	2,372
1113	307		Communication	3,300		3,300		3,300
1114	335		Maintenance and Repair Services - Building			0		0
1115	338		Maintenance and Repair - Vehicles	1,000		1,000		1,000
1116	351		Rentals			0		0
1117	355		Travel	500		500		500
1118	357		Veterinary Services	15,000		15,000	3,000	18,000
1119	401		Animal Food & Supplies	500		500	1,000	1,500
1120	410		Custodial Supplies	3,500		3,500	1,569	5,069
1121	425		Gasoline	3,500		3,500		3,500
1122	435		Office Supplies	1,500		1,500		1,500
1123	450		Tires	500		500		500
1124	451		Uniforms	1,200		1,200		1,200
1125	452		Utilities	5,000		5,000		5,000
1126	453		Vehicle Parts			0		0
1127	499		Other Supplies & Materials	2,500		2,500	2,000	4,500
1128	524		In Service/Staff Development	1,000		1,000		1,000
1129	718		Motor Vehicles	27,000		27,000		27,000
1130	719		Office Equipment	500		500		500
1131								
1132			Total Animal Control	271,355	0	271,355	24,000	295,355

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:55	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1154	55590		Other Local Services (Workforce)					
1155	105		Director	25,827		25,827	9,642	35,469
1156	162		Clerical Personnel	18,212		18,212	6,814	25,026
1157	168		Temporary Personnel	13,200		13,200	8,238	21,438
1158	201		Social Security	3,548		3,548	1,372	4,920
1159	204		Retirement	4,179		4,179	1,551	5,730
1160	206		Life Insurance	80		80	56	136
1161	207		Medical Insurance	5,130		5,130	2,143	7,273
1162	208		Dental Insurance	385		385	126	511
1163	212		Medicare	830		830	321	1,151
1164	302		Advertising	500		500		500
1165	307		Communication	2,000		2,000		2,000
1166	334		Maint Agreements (Office Equip Renta	1,800		1,800		1,800
1167	337		Maint & Repair Services - Office Equip	500		500		500
1168	348		Postal Charges	300		300		300
1169	349		Printing, Stationary and Forms	500		500		500
1170	355		Travel	2,500		2,500		2,500
1171	356-ADLT		Tuition - (Adult Direct Training)	39,367		39,367	7,042	46,409
1172	356-DSLC		Tuition - (Dislocated Worker Training)	31,744		31,744	(1,127)	30,617
1173	435		Office Supplies	2,500		2,500		2,500
1174	349		Printing, Stationary and Forms			0		0
1175	499-ADLT		Other - (Adult Direct Non-Training)	0		0		0
1176	499-DSLC		Other - (Dislocated Worker Non-Traini	0		0		0
1177	499-YUIN		Other - (Youth In School)	33,165		33,165	(2,577)	30,588
1178	499-YUOT		Other - (Youth Out of School)			0		0
1179	524		In-Service/Staff Development	8,500		8,500		8,500
1180								
1181			Total Workforce Investment	194,767	0	194,767	33,601	228,368
1182								
1183	<b>Total Public Health and Welfare</b>			<b>983,988</b>	<b>0</b>	<b>983,988</b>	<b>57,601</b>	<b>1,041,589</b>
1184								

Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:55	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1330								
1331	58900		Miscellaneous / Building & Contents Insurance					
1332	309		Contracts with Government Agencies			0		0
1333	502		Building and Contents Insurance	270,000		270,000		270,000
1334	508		Premiums on Corporate Surety Bonds			0		0
1335	510		Trustee's Commission	230,000		230,000		230,000
1336	599		Other Charges	9,500		9,500		9,500
1337								
1338			Total Misc./Building & Contents Insur	509,500	0	509,500	0	509,500
1339								
1340	<b>Total Other General Government</b>			<b>1,902,192</b>	<b>0</b>	<b>1,902,192</b>	<b>0</b>	<b>1,902,192</b>
1341								
1342								
1343	<b>Total Expenditures</b>			<b>15,268,903</b>	<b>0</b>	<b>15,268,903</b>	<b>74,529</b>	<b>15,343,432</b>
1344								
1345	99100		Transfers Out					
1346	590		Transfers to Recycling/Conv. Centers			0		0
1347								
1348			<b>Total Transfers Out</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1349								
1350	<b>Total Expenditures and Transfers Out</b>			<b>15,268,903</b>	<b>0</b>	<b>15,268,903</b>	<b>74,529</b>	<b>15,343,432</b>
1351								
1352								
1353								



Loudon County  
General Fund 101  
Ending June 30, 2008

	A	B	C	D	E	F	G	H
1			<b>General Fund 101</b>					
2	<b>Account</b>		8/1/2007 16:55	<b>2008</b>	<b>2008</b>	<b>Approved</b>	<b>Proposed</b>	<b>Proposed</b>
3	<b>Number</b>			<b>Org Bgt</b>	<b>Amds</b>	<b>Amded Bgt</b>	<b>Amds</b>	<b>Amded Budget</b>
4								
1354								
1355								
1356								
1357								
1358								
1359	<b>July 1, 2007 Budgeted Estimated Fund Balance</b>			<b>2,877,361</b>		<b>2,877,361</b>		<b>2,877,361</b>
1360								
1361								
1362								
1363								
1364								
1365	<b>Total Revenue</b>			<b>14,883,558</b>	<b>0</b>	<b>14,883,558</b>	<b>60,105</b>	<b>14,943,663</b>
1366	<b>Transfers In</b>			<b>199,790</b>	<b>1,644</b>	<b>201,434</b>	<b>0</b>	<b>201,434</b>
1367								
1368	<b>Total Revenue and Transfers In</b>			<b>15,083,348</b>	<b>1,644</b>	<b>15,084,992</b>	<b>60,105</b>	<b>15,145,097</b>
1369								
1370								
1371								
1372	<b>Total Available Funds</b>			<b>17,960,709</b>	<b>1,644</b>	<b>17,962,353</b>	<b>60,105</b>	<b>18,022,458</b>
1373								
1374	<b>Expenditure Budget</b>			<b>15,268,903</b>	<b>0</b>	<b>15,268,903</b>	<b>74,529</b>	<b>15,343,432</b>
1375	<b>Transfers Out</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1376								
1377	<b>Total Expenditures and Transfer Out</b>			<b>15,268,903</b>	<b>0</b>	<b>15,268,903</b>	<b>74,529</b>	<b>15,343,432</b>
1378								
1379	<b>Ending Fund Balance</b>			<b>2,691,806</b>	<b>1,644</b>	<b>2,693,450</b>	<b>(14,424)</b>	<b>2,679,026</b>
1380								

**GENERAL CAPITAL PROJECTS**  
**FUND 171**  
**FY 2007 - 2008**

Amendment Attachment:  
Budget Committee: July 16, 2007  
County Commission: August 6, 2007

<u>Subfund</u>	<u>FY 2008 Estimated Beg F/B 7/1/2007</u>	<u>Estimate FY 07-08 Revenue</u>	<u>Approved Cash Amendments</u>	<u>Total Available</u>	<u>Estimated FY 07-08 Expenses/ Budget</u>	<u>Non Programmed Funds</u>	<u>Proposed Cash Amendments</u>	<u>Estimated Subfund Cash Balance</u>
008	0	314,813		314,813	14,000	300,813		300,813
007	251,991	0		251,991	31,900	220,091	0	220,091
006	0	0	0	0	0	0	0	0
ADA	115,550	0		115,550	130,000	(14,450)	0	(14,450)
CHS	10,400	0		10,400	10,400	0	0	0
ECD	0		0	0	0	0	0	0
GIS	202,282	22,000		224,282	0	224,282	0	224,282
H11	154,000	0		154,000	0	154,000	0	154,000
IRE	0	0		0	0	0		0
SCC	9,203	35,236		44,439	35,236	9,203		9,203
WBU	10,000	0		10,000	0	10,000	0	10,000
COB	55,040	0	0	55,040	237,000	(181,960)	181,960	0
CSB	(147)	3,083,879		3,083,732	3,083,879	(147)		(147)
BAL	351,662	0	0	351,662	0	351,662	(181,960)	169,702
<b>Total</b>	<b>1,159,981</b>	<b>3,455,928</b>	<b>0</b>	<b>4,615,909</b>	<b>3,542,415</b>	<b>1,073,494</b>	<b>0</b>	<b>1,073,494</b>

008		300,813
007		220,091
ADA		(14,450)
H11	No expense budget for FY 07-08	154,000
BAL		169,702
<b>TOTAL AVAILABLE CASH FOR PROJECTS</b>		<b>830,156</b>

326  
WBU

Expenses were encumbered in FY 07; therefore, no expenses budgeted in FY 08. \$10,000 is county contribution.

**Exhibit 080607-C**

LOUDON COUNTY  
General Capital Projects  
Fund 171 with Subfunds  
For Fiscal Year Ending June 30, 2008

	A	B	C	D	E	F	G	H	I	J	K	L
1						08/01/07		2008	2008	2008	2008	2008
2						8/1/07 4:58 PM		Original	Budget	Approved	Proposed	Proposed
3								Budget	Amendments	Amded Budget	Amendments	Amded Budget
4								2.50				
5	<b><u>SUBFUND 008 - CURRENT YEAR PROJECTS</u></b>											
6												
7	<b>REVENUE</b>											
8		40000	Local Taxes					121,325				
9			40110			Current Property Taxes		303,313		303,313		303,313
10			40120			Trustee's Pr Yr		8,000		8,000		8,000
11			40125			Trustee's Collections-Bankruptcy				0		0
12			40130			Clerk and Master's Pr Yr		2,000		2,000		2,000
13			40140			Interest and Penalty		500		500		500
14			40320			Bank Excise Tax		1,000		1,000		1,000
15												
16						<b>Total Local Revenue</b>		314,813	0	314,813	0	314,813
17												
18												
19						<b>TOTAL SUBFUND 007 REVENUE</b>		314,813	0	314,813	0	314,813
20												
21												
22	<b>EXPENDITURES</b>											
23		58900	Miscellaneous									
24			510			Trustee's Commission		6,500	0	6,500		6,500
25			399			Other Contracted Services		0		0	7,500	7,500
26												
27												
28						<b>Total Miscellaneous</b>		6,500	0	6,500	7,500	14,000
29												
30												
31						<b>TOTAL SUBFUND 008 EXPENDITURES</b>		6,500	0	6,500	7,500	14,000
32												
33												
34												
35	<b>Amendments recommended by Budget Committee July 16; considered by Commission August 6, 2007</b>											
36												

Cubicles for GIS in  
Assessor's office

LOUDON COUNTY  
General Capital Projects  
Fund 171 with Subfunds  
For Fiscal Year Ending June 30, 2008

	A	B	C	D	E	F	G	H	I	J	K	L
1						08/01/07		2008	2008	2008	2008	2008
2						8/1/07 4:58 PM		Original	Budget	Approved	Proposed	Proposed
3								Budget	Amendments	Amded Budget	Amendments	Amded Budget
233												
234						<b><u>SUBFUND COB - RENOVATIONS TO COUNTY OFFICE BLDG</u></b>						
235												
236						<b>REVENUE</b>						
237		49000	Other Sources									
238			49800			Transfers In		0		0		0
239												
240						<b>Total Other Sources</b>		0	0	0	0	0
241												
242						<b>TOTAL SUBFUND FUT REVENUE</b>		0	0	0	0	0
243												
244						<b>EXPENDITURES</b>						
245		91110	General Administration Projects									
246			321			Engineering Services		12,000	0	12,000		12,000
247			791			Other Construction		0		0	225,000	225,000
248												
249												
250												
251						<b>Total Expenses</b>		12,000	0	12,000	225,000	237,000
252												
253												
254						<b>TOTAL SUBFUND FUT EXPENSES</b>		12,000	0	12,000	225,000	237,000
255												
256												
257												

**LOUDON COUNTY**  
**General Capital Projects**  
**Fund 171 with Subfunds**  
**For Fiscal Year Ending June 30, 2008**

	A	B	C	D	E	F	G	H	I	J	K	L
1						08/01/07		2008	2008	2008	2008	2008
2						8/1/07 4:58 PM		Original	Budget	Approved	Proposed	Proposed
3								Budget	Amendments	Amded Budget	Amendments	Amded Budget
258												
259												
260						SUMMARY OF ALL SUBFUNDS:						
261												
262						TOTAL REVENUE		3,455,928	0	3,455,928	0	3,455,928
263												
264						TOTAL EXPENDITURES		3,309,915	0	3,309,915	232,500	3,542,415

RESOLUTION 080607-E

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED AT 7409 HIGHWAY 411, CONTAINING APPROX .55 ACRES, SITUATED IN THE 3RD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 84, PARCEL 47.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL 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 July 18-19, 2007, 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:

That property located at the intersection at 7409 Highway 411, containing approximately .55 acres, situated in the 3rd Legislative District, referenced by Tax Map 84, Parcel 47.00, from A-2, Rural Residential District to C-2, General Commercial 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

  
APPROVED: LOUDON COUNTY MAYOR

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: June 19, 2007

  
LOUDON COUNTY CHAIRMAN  
DATE: 8/6/07

FILE #07-05-109-RZ-CO(LEPR)

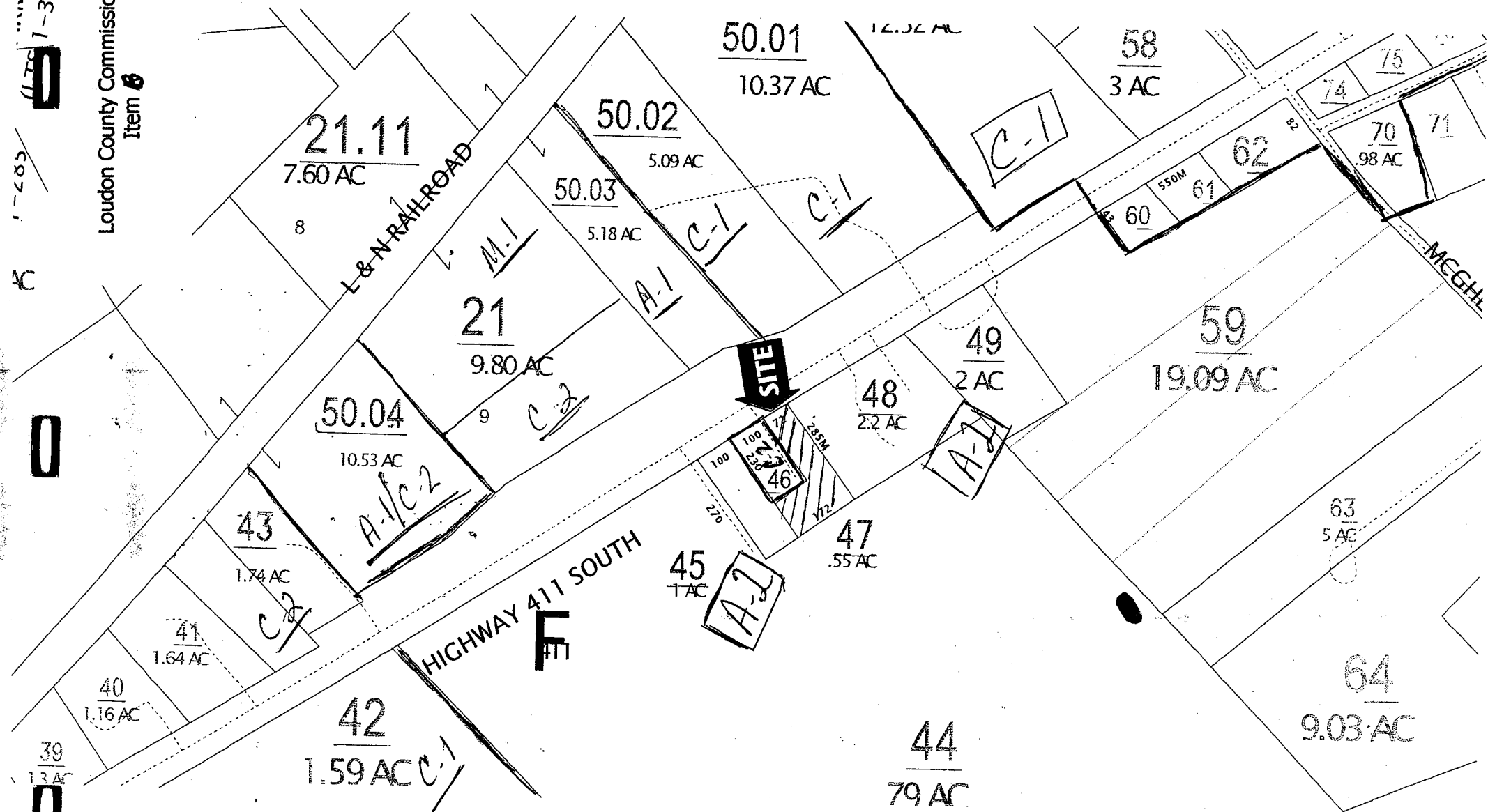
1-283  
1-3

1-283

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Loudon County Commission  
Item 8



Loudon County RPC Meeting  
Item B

.55

Request consideration of approval of rezoning approximately 1.339 acres of property located at 7409 Highway 411 S from A-2, Rural Residential District to C-2, General Commercial District





# LOUDON COUNTY PLANNING OFFICE

## FACSIMILE MEMORANDUM

1 PAGE

**TO:** Brian Franklin, News Herald  
Fax Number: 988-3261

**FROM:** Debbie Hines

**DATE:** July 5, 2007

**RE:** NOTICE OF PUBLIC HEARINGS

Please place the following notice of Public Hearing in the Wednesday/Thursday, July 18/19, 2007, edition of the News-Herald. The ad should be no larger than 3 column x 4" in height.

### PUBLIC HEARING

The Loudon County Commission will hold a public hearing on Monday, August 6, 2007 at 6:00 P.M. at the Courthouse Annex to consider an amendment to the Zoning Resolution of Loudon County, Tennessee, to rezone the following:

**PROPERTY LOCATED AT THE INTERSECTION OF OLD HIGHWAY 95 & FOOTHILLS ROAD, CONTAINING APPROX 1.339 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15, PARCEL 216.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 7409 HIGHWAY 411, CONTAINING APPROX 1.5<sup>55</sup> ACRES, SITUATED IN THE 3RD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 84, PARCEL 47.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 103 ROBINSON DRIVE, CONTAINING APPROX 2.94 ACRES, SITUATED IN THE 2ND LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15M, GROUP A, PARCEL 4.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

#### ALSO:

**THAT SECTION 5.048 O-1 OFFICE PROFESSIONAL DISTRICT BE AMENDED AS FOLLOWS: SECTION 5.048: O-1, OFFICE PROFESSIONAL DISTRICT**  
**E.7.) HEIGHT REQUIREMENT: NO BUILDING SHALL EXCEED TO (3) STORIES OR FORTY (40) FEET IN HEIGHT, EXCEPT AS PROVIDED IN ARTICLE 6, SECTION 6.030.**

Copies of this Resolution are available for review at the Office of Planning & Community Development, 274 Blair Bend Drive, Loudon, TN, or you may phone 458-3880 during business hours for assistance.

**INVOICE: LOUDON COUNTY**

RESOLUTION 080607-F

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PROPERTY LOCATED AT 103 ROBINSON DRIVE, CONTAINING APPROX 2.94 ACRES, SITUATED IN THE 2ND LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15M, GROUP A, PARCEL 4.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL 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

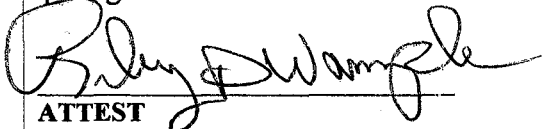
**WHEREAS**, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,


**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on May 9-10, 2007, 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:

That property located at 103 Robinson Drive, containing approximately 2.94 acres, situated in the 2nd Legislative District, referenced by Tax Map 15M, Group A, Parcel 4.00 be rezoned from R-1 Suburban Residential District to C-2, General Commercial 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: 8/6/07

  
APPROVED: LOUDON COUNTY MAYOR


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

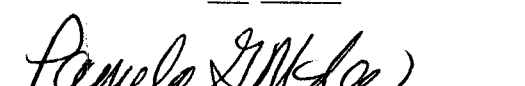
APPROVED: 5

APPROVED: 10

DISAPPROVED: 0

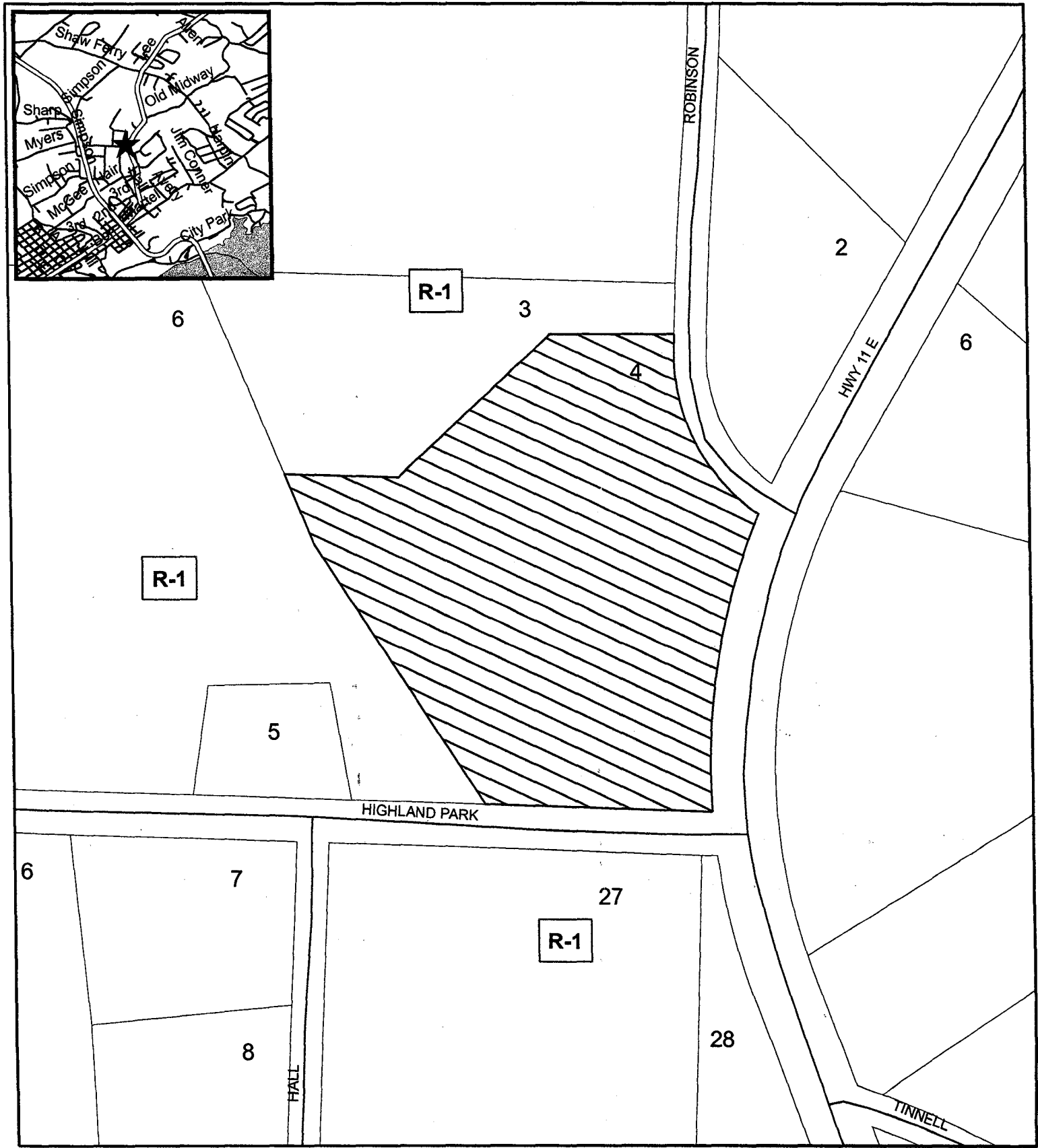
DISAPPROVED: 0

  
ATTEST: SECRETARY LENOIR CITY  
REGIONAL PLANNING COMMISSION  
Dated: May 1, 2007

  
ATTEST: SECRETARY LOUDON COUNTY  
REGIONAL PLANNING COMMISSION  
Dated: June 17, 2007

FILE #07-04-79-RZ-CO(LEPR)

Request consideration to rezone property located at 103 Robinson Drive, containing approx 2.94 acres, situated in the 2nd Legislative District, referenced by Tax Map 15M, Group A, Parcel 4.00, from R-1 Suburban Residential District to C-2, General Commercial District.



**Loudon County Commission  
Agenda Item C**

**Request consideration of approval of rezoning approximately 2.94 acres of property located at 103 Robinson Drive from R-1, Suburban Residential District to C-2, General Commercial District**



**RE: NOTICE OF PUBLIC HEARINGS**

Please place the following notice of Public Hearing in the Wednesday/Thursday, July 18/19, 2007, edition of the News-Herald. The ad should be no larger than 3 column x 4" in height.

**PUBLIC HEARING**

The Loudon County Commission will hold a public hearing on Monday, August 6, 2007 at 6:00 P.M. at the Courthouse Annex to consider an amendment to the Zoning Resolution of Loudon County, Tennessee, to rezone the following:

**PROPERTY LOCATED AT THE INTERSECTION OF OLD HIGHWAY 95 & FOOTHILLS ROAD, CONTAINING APPROX 1.339 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15, PARCEL 216.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 7409 HIGHWAY 411, CONTAINING APPROX 1.55 ACRES, SITUATED IN THE 3RD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 84, PARCEL 47.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 103 ROBINSON DRIVE, CONTAINING APPROX 2.94 ACRES, SITUATED IN THE 2ND LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15M, GROUP A, PARCEL 4.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**ALSO:**

**THAT SECTION 5.048 O-1 OFFICE PROFESSIONAL DISTRICT BE AMENDED AS FOLLOWS: SECTION 5.048: O-1, OFFICE PROFESSIONAL DISTRICT E.7.) HEIGHT REQUIREMENT: NO BUILDING SHALL EXCEED TO (3) STORIES OR FORTY (40) FEET IN HEIGHT, EXCEPT AS PROVIDED IN ARTICLE 6, SECTION 6.030.**

Copies of this Resolution are available for review at the Office of Planning & Community Development, 274 Blair Bend Drive, Loudon, TN, or you may phone 458-3880 during business hours for assistance.

**INVOICE: LOUDON COUNTY**

**RESOLUTION- 080607-G**

**A RESOLUTION TO AMEND THE LOUDON COUNTY ZONING RESOLUTION  
AMENDING SECTION 5.048 O-1 OFFICE PROFESSIONAL DISTRICT, PURSUANT TO  
TENNESSEE CODE ANNOTATED, SECTION 13-7-105**

**WHEREAS**, the Loudon County Commission, in accordance with Chapter Seven, Section 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 districts, or any other provision of any zoning resolution; and

**WHEREAS**, the Regional Planning Commission has forwarded its recommendation regarding this amendment to the Loudon County Zoning Resolution; and

**WHEREAS**, a notice of public hearing and a description of the resolution appeared in the Loudon County News Herald on July 18/19, 2007, consistent with the provisions of Tennessee Code Annotated Section 13-7-105;

**NOW, THEREFORE, BE IT RESOLVED** by the Loudon County Commission as follows:

That Section 5 048 O-1 Office Professional District be amended as follows:

Section 5.048: O-1, Office Professional District

E.7.) Height Requirement: No building shall exceed to (3) stories or forty (40) feet in height, except as provided in Article 6, Section 6.030.

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

  
ATTEST

  
LOUDON COUNTY CHAIRMAN


8/6/07  
DATE

  
APPROVED: LOUDON COUNTY MAYOR

The vote on the question of approval of this Resolution by the Planning Commission is as follows:

APPROVED: 10

DISAPPROVED: 0

  
ATTEST: SECRETARY, LOUDON COUNTY  
REGIONAL PLANNING COMMISSION

Dated: June 19, 2007

File #07-05-116-RGZ-CO

**RE: NOTICE OF PUBLIC HEARINGS**

Please place the following notice of Public Hearing in the Wednesday/Thursday, July 18/19, 2007, edition of the News-Herald. The ad should be no larger than 3 column x 4" in height.

**PUBLIC HEARING**

The Loudon County Commission will hold a public hearing on Monday, August 6, 2007 at 6:00 P.M. at the Courthouse Annex to consider an amendment to the Zoning Resolution of Loudon County, Tennessee, to rezone the following:

**PROPERTY LOCATED AT THE INTERSECTION OF OLD HIGHWAY 95 & FOOTHILLS ROAD, CONTAINING APPROX 1.339 ACRES, SITUATED IN THE 5TH LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15, PARCEL 216.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 7409 HIGHWAY 411, CONTAINING APPROX <sup>55</sup>1.5 ACRES, SITUATED IN THE 3RD LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 84, PARCEL 47.00, FROM A-2, RURAL RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**PROPERTY LOCATED AT 103 ROBINSON DRIVE, CONTAINING APPROX 2.94 ACRES, SITUATED IN THE 2ND LEGISLATIVE DISTRICT, REFERENCED BY TAX MAP 15M, GROUP A, PARCEL 4.00, FROM R-1 SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT**

**ALSO:**

**THAT SECTION 5.048 O-1 OFFICE PROFESSIONAL DISTRICT BE AMENDED AS FOLLOWS: SECTION 5.048: O-1, OFFICE PROFESSIONAL DISTRICT  
E.7.) HEIGHT REQUIREMENT: NO BUILDING SHALL EXCEED TO (3) STORIES OR FORTY (40) FEET IN HEIGHT, EXCEPT AS PROVIDED IN ARTICLE 6, SECTION 6.030.**

Copies of this Resolution are available for review at the Office of Planning & Community Development, 274 Blair Bend Drive, Loudon, TN, or you may phone 458-3880 during business hours for assistance.

**INVOICE: LOUDON COUNTY**

**RESOLUTION 080607-H**

**A RESOLUTION APPROVING THE SALE OF CERTAIN PROPERTY  
IN MATLOCK BEND INDUSTRIAL PARK (TAX MAP 32, PARCEL  
122.01) TO MATLOCK BEND DEVELOPMENT, INC.**

**Whereas**, Loudon County owns certain real property in Matlock Bend Industrial Park referred to as Parcel 122.01, Tax Map 32, and

**Whereas**, said property is a remnant piece that was part of a larger tract acquired by Loudon County for the John Deere industrial project, and

**Whereas**, Parcel 122.01 is approximately 6.6 acres with approximately 11' of frontage on Corporate Park Drive and an average width of 151', the narrowest section is 81' and the widest section is 225' with a length of 1760', and

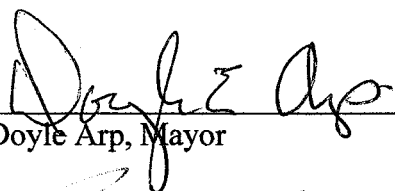
**Whereas**, Matlock Bend Development, Inc., an adjoining property owner, desires to acquire the adjoining tract owned by the County, and

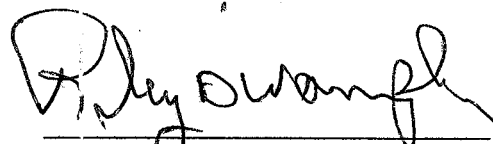
**Whereas**, the Loudon County Economic Development Agency Board of Directors voted on May 1, 2006 to recommend the sale of approximately 6.6 acres of property referenced by Tax Map 32, Parcel 122.01 of Loudon County, Tennessee, at a price of \$5,000 per acre, and

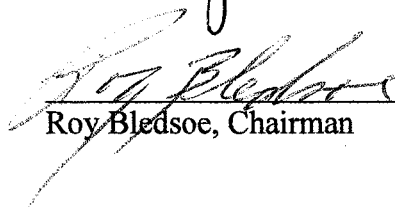
**Now, Therefore, Be It Resolved**, that the Loudon County Commission does hereby approve the sale of said property to Matlock Bend Development, Inc. based on a sale price of \$5,000/acre with the purchaser incurring the cost of surveying the property

**Be It Finally Resolved**, that this Resolution shall take affect immediately the public welfare requiring it.

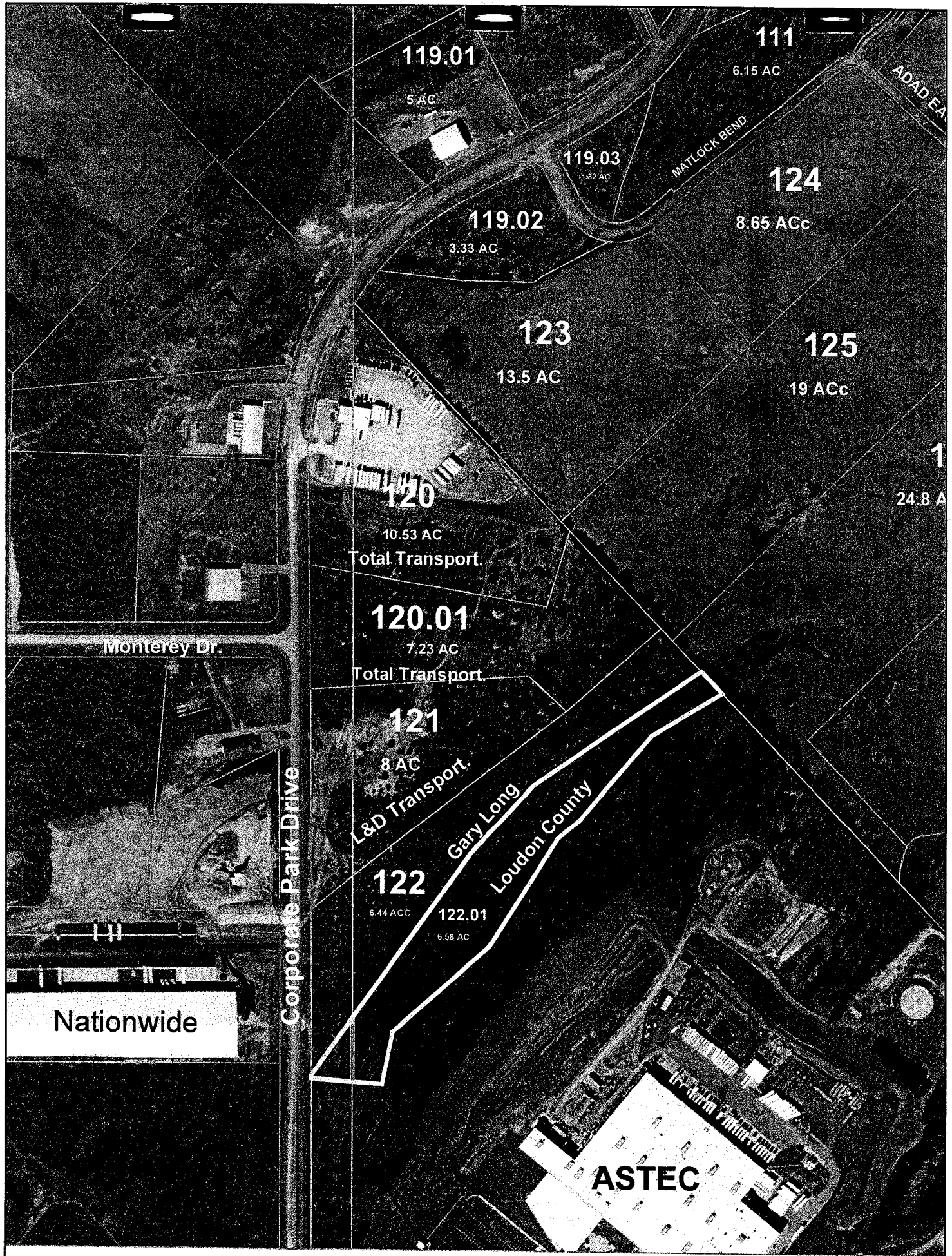
Passed this 6<sup>th</sup> Day of August 2007:

  
Doyle Arp, Mayor

  
Riley D. Wampler, Court Clerk

  
Roy Bledsoe, Chairman





## LOUDON COUNTY COMMISSION

### Resolution 080607-J

#### 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/or desirable at this time; and

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

### LOUDON COUNTY AIR QUALITY TASK FORCE

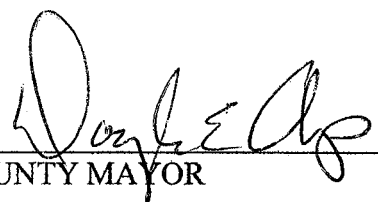
<u>Appointee</u>		<u>Term Expiration</u>
Keith Brazzell	(Industry)	October 29, 2008
Dennis Brennan	(Industry)	October 29, 2008
Bryan Crawford	(Industry)	October 29, 2008
Michael Crosby	(AT Large) Chairman	October 29, 2008
John Easter	(City of Loudon)	October 29, 2008
Dr. Bud Guider	(Medical) - Loudon	October 29, 2008
Sherry Lee	(At Large) Greenback	October 29, 2008
Don Miller	(Loudon County Commission)	October 29, 2008
Shirley Reno	(Loudon County Commission)	October 29, 2008
Mike Slimbarski	(At Large) Vice Chairman	October 29, 2008
Dr. Art Stewart	(Medical) - Lenoir City	October 29, 2008
Quincy Styke III	(TDEC)	October 29, 2008
Vick Malichis	(TDEC)	October 29, 2008

**NOW, THEREFORE, BE IT RESOLVED** that the County Commission in regular session assembled this 6<sup>th</sup> day of August, 2007 hereby approves or acknowledges (as appropriate), the said appointments.

  
COUNTY CHAIRMAN

ATTEST:

  
COUNTY CLERK

  
COUNTY MAYOR

# **Tennessee Risk Management Trust**

## **INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Effective Date July 1, 2007

This Agreement is made by and among the Boards of Education and Boards and Commissions of the public entities hereinafter identified by written acceptance, each of which may be referred to hereinafter as a "Member" and which, collectively, may be referred to hereinafter as the "Members".

WHEREAS, Tennessee law identified as the "Interlocal Cooperation Act" (Tenn. Code Ann. § 12-9-101, *et seq.*) and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101, *et seq.*) with special emphasis on (Sec. 401) provide that public entities may contract with one another to perform any activity authorized by law.

NOW, THEREFORE, each Member mutually agrees as follows:

### **ARTICLE I**

#### **Establishment and Purpose of Intergovernmental Entity**

- 1.1 Pursuant to the provisions of the Tennessee Interlocal Cooperation Act and the policies and bylaws from time to time promulgated by the Trustees, the members hereby affirm the establishment of the Tennessee Risk Management Trust (TNRMT).
- 1.2 The purpose of the Trust is to provide self-insurance and risk management products of various kinds, including but not limited to casualty and property indemnification and to administer some or all insurance coverage and self-insurance protections. Nothing herein shall, nor shall participation in this Trust, constitute a waiver of immunities or defenses provided under the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 *et seq.*) or otherwise. The Trust shall also carry out such claim, accident, premium alteration and educational programs, as may be authorized by its Board.
- 1.3 The members also intend, by the creation of the Trust, to allow Members to equalize annual fluctuations in insurance costs by establishing a program through the Trust whereby reserves may be created and temporary deficits of individual Members covered and, ultimately, to equalize the risks and stabilize the costs of providing casualty and property protections of the type contemplated hereunder.

### **ARTICLE II**

#### **Terms and Conditions**

- 2.1 The Tennessee Risk Management Trust, pursuant to the authority granted in the Tennessee Interlocal Governmental Cooperation Act and policies and bylaws from time to time promulgated by its governing Trustees, shall hold all assets, obligations and debt of the respective membership from the onset (7-1-1987) of the obligations governed by this Intergovernmental Cooperative.

### **ARTICLE III**

#### **Section 115 Classification**

- 3.1 The TNRMT is entitled to the IRC 115 characterization of excludable income. The Trust will derive its income from the performance of essential governmental functions exclusively for political subdivisions of the State of Tennessee.

DT  
February 23, 2005

Page 1 of 10

## **ARTICLE IV**

### **Definitions used in this Agreement**

- 4.1 Administrator – Manager of the trust's operations with responsibility as further defined in section 9.2 Trust Officers.
- 4.2 Account - An account of monies established by the Members and held by the Trust to pay the joint administrative expenses of and fund certain coverages provided to the Members and to purchase aggregate excess, specific excess, or any other insurance as determined by the Board of Trustees. The funds within the Account may also be used to pay premiums or claims for the Members.
- 4.3 Account Funds - Funds within the Account.
- 4.4 Annual Contribution - The amount of money determined to be due annually to fund the account, pay claims and to pay expenses.
- 4.5 Coverage - Those provisions and coverages that are approved and adopted by and for each Member and incorporated herein by reference. Each Member may, from time to time adopt one or more new or substituted coverages administered under this Agreement.
- 4.6 Effective Date - The member's entry date or July 1 of each year.
- 4.7 Fiscal Year - The twelve-month period commencing on July 1, lasting through June 30 of the year following.
- 4.8 Board - The Board of Trustees of the Tennessee Risk Management Trust.
- 4.9 Chairman - The Chairman of the Board of Trustees of the Tennessee Risk Management Trust.

## **ARTICLE V**

### **Authority and Duties of the Trust**

- 5.1 The Trust shall have the authority and duty to accomplish the purpose set forth in Article I above and, in furtherance of such authority and duty shall:
- (a) Contract for the services of agents, independent contractors, investment counsel, accountants, insurance consultant-claims administrators, attorneys, auditors and such other persons as may be necessary to administer and accomplish the purposes of the Trust; provided, however, that the Trust shall not have the authority to enter into any collective bargaining agreement;
  - (b) Carry out educational and other programs relating to accident and casualty claims reductions;
  - (c) Direct the collection and payment of funds to be used for the administration of the Trust and the provision of coverages hereunder;
  - (d) Cause to be purchased, aggregate excess, specific excess and other types of insurance as recommended by the Administrator;
  - (e) Prepare annual reports of claims filed and paid by the Trust;
  - (f) Obtain annually an audited report of the financial affairs of the Trust in a form acceptable under State law and regulation;
  - (g) Receive and hold all payments and contributions paid to it;
  - (h) Have authority and discretion to invest and reinvest all or any part of the funds received under this Agreement in securities issued by Federal Agencies or by enterprises which are guaranteed by the full faith and credit of the United States of America provided, however, that any deposit in excess of such accounts insured by the depository institution through the Federal Deposit Insurance Corporation shall be secured by the depository bank, as a condition of maintaining the account, with United States Government securities pledged specifically to insure such excess deposits, in securities which are a direct obligation of the United States of America;
  - (i) Own, manage, purchase, sell, contract to purchase or sell, transfer and otherwise deal with all property constituting the Account or Account Funds, in such a manner, for such considerations, and on such terms and conditions as the Trust shall decide:

DT  
February 23, 2005

Page 2 of 10

- (j) Retain in cash any reasonable portion of the Account Funds pending investment, reinvestment or payment of benefits and deposit such cash in any depository selected by it;
- (k) Begin, maintain, or defend any litigation necessary in connection with the investment, reinvestment and administration of the Account or Account Funds;
- (l) Have all rights of an individual owner of property;
- (m) Hold securities or other property in the name of the Trust or its nominee or nominees, or in such other form as it determines best, with or without disclosing the Fiduciary relationship, provided the records of the Trust shall indicate the actual ownership of such securities or other property;
- (n) Retain any funds or property subject to any dispute without liability for the payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;
- (o) Pay any estate, inheritance, income or other tax, charge or assessment attributable to any benefit which, in the Trust's opinion, it shall or may be required to pay out of such benefit; and to require before making any payment such release or other document from any taxing authority and such indemnity from the intended payee as the Trust shall deem necessary for its protection;
  - (1) Furnish the Members with such information in the Trust's possession as the Members may need for related purposes;
  - (2) Perform any and all acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Account or Account Funds;
  - (3) Deposit securities with a corporate depository;
  - (4) Maintain a separate and distinct record of the securities owned by the said Trust and to maintain integrity of various program funds as determined by the Board;
- (p) Carry out such other activities as are necessarily implied or required to carry out the purpose of the Trust specified in Article I, or the specific activities enumerated in Article III of this Agreement.

## **ARTICLE VI**

### **Term of Agreement**

6.1 The term of this agreement shall commence on July 1, 2007, replacing all previous Intergovernmental Agreements for the Tennessee School Boards Risk Management Trust, Tennessee School Boards Liability Trust and the Tennessee School Boards Workers Compensation Trust and all other agreements in conflict herewith.

## **ARTICLE VII**

### **Board of Trustees**

7.1 The Trust shall be managed by a Board of Trustees and the terms of this Agreement. The Board shall consist of Trustees identified as follows:

- (a) There shall be nine (9) Trustees. The Trustees shall be elected by the membership in a manner as prescribed in the bylaws of the Trust. The term of each Trustee shall be three years.
- (b) Resignation of a Trustee. Any Trustee may resign upon giving notification in writing to the Trust Chairman or the Trust Administrator.
- (c) Removal of a Trustee. A Trustee shall be removed by the Board of Trustees according to the by-laws of the Trust. In addition, any Trustee may be removed by a two thirds (2/3) vote of the Trustees for conduct deemed not in the best interests of the Trust or its membership. The removal of a Trustee shall become immediately effective upon written notification to the Trustee.
- (d) Appointment of Successor Trustees. Upon the death of a Trustee, resignation of a Trustee, or removal of a Trustee, the remaining Trustees shall appoint a person to fill the vacant position according to the by-laws of the Trust.
- (e) Amendment of Agreement. The provisions of this Intergovernmental Trust Agreement may be amended by the Board of Trustees subject to the execution of the so revised Intergovernmental Agreement by all members choosing to continue participation in the Trust at each Effective Date.

7.2 The board shall carry out the purposes and duties of the Trust, as set forth in Articles I and III of this Agreement, through its Administrator or other agents and employees, including, but not limited to, the following:

DT

February 23, 2005

Page 3 of 10

- (a) Making changes in policy for the Trust;
- (b) Selecting agents and independent contractors to act for the Trust;
- (c) Determining the compensation for all such agents, and independent contractors;
- (d) Procuring fidelity bonds for employees or other persons, as required by this Agreement or by law;
- (e) Preparing the annual budget of the Trust and any amendments to that budget;
- (f) Approving education and other programs relating to claim reduction;
- (g) Obtain or preparing and submitting to the members the financial reports and reports of claims;
- (h) Approving new Members;
- (i) Expelling Members in accordance with the provisions herein;
- (j) Such other activities are necessarily implied or required to carry out the purposes of the Trust.

7.3 No Trustee shall receive any salary for services from the Trust but shall receive a stipend for attendance at any regular or called meeting of the Board of Trustees, the amount of which shall be determined by the Board. In addition, any Trustee or other officer of the Trust may submit to the Trust for approval, and be reimbursed for, expenses incurred in the pursuit of his position. Reimbursement for such expenses shall be in accordance with procedures and policies established by the Board of Trustees consistent with the terms of this Agreement.

#### 7.4 ETHICS POLICY

The Trust hereby adopts the model ethics policy prepared by the Municipal Technical Advisory Service. An original copy of the model policy will remain on the file at the Trust offices at 101 French Landing Dr., Nashville, TN 37228.

### ARTICLE VIII Meetings of the Board of Trustees

- 8.1 Quarterly meetings of the Board of Trustees shall be held; however, the Board of Trustees may choose to forego certain meetings if no business matters are pending at that time. Any item of business may be considered at a regular meeting.
- 8.2 A meeting may be called at any time by the Chairman or a majority of the Trustees upon giving ten (10) days written notice to all Trustees. An emergency meeting may be called upon agreement of all Trustees or with no less than three (3) day written notice provided that all Trustees have been notified of such a meeting. An agenda specifying the subject of any special meeting shall accompany such notice and only business included on that agenda may be transacted. Called meetings or emergency meetings may be held by teleconference.
- 8.3 The time, date and location of regular meetings of the Board shall be determined by the Board.
- 8.4 No proxy votes shall be permitted.
- 8.5 A quorum shall consist of a majority of the Trustees. Except as provided in this Agreement, a simple majority of Trustees present and voting at a duly constituted meeting shall be sufficient to pass upon all matters.
- 8.6 The Trustees shall adopt by-laws which shall govern and control the operation and administration of the Trust which shall not be in conflict with any terms and provisions of the Intergovernmental Agreement.
- 8.7 Minutes of all regular and special meetings of the Board shall be sent to all Trustees.
- 8.8 All meetings of the Board shall be conducted in the manner required by law. In the event of any conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law. In addition to any notices of meetings required to be served under this Agreement, the Administrator shall cause to be published any schedule or notice of meeting of the Board required by law. Such publication requirement shall be deemed met by announcement in the Trust newsletter and/or website.

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## **ARTICLE IX Trust Officers**

- 9.1 Officers of the Trust shall consist of a Chairman, a Vice-Chairman, the Administrator and such other officers as are established from time to time by the Board. All officers shall be elected by the Board, except the administrator, who shall be employed by and serve at the pleasure of the board.
- 9.2 The "Administrator" shall be the principal operating officer of the Trust and shall supervise and control the day-to-day operations of the Trust and carry out the purpose of the Trust as directed by the Board. Among the duties and authority of the Administrator shall be the following:
- (a) To sign on behalf of the Trust any instrument which the Board or Members have authorized to be executed and, in general, to perform all duties incidental to the office of Administrator and such other duties as may be prescribed by the Board, consistent with this Agreement.
  - (b) At each regular meeting of the Board and at such other times as requested to do so by the Board, to present a full report of his activities and the fiscal condition of the Trust.
  - (c) To compile and list annually all claims filed and payments made by the Trust.
  - (d) Within the constraints of the budget approved by the Board of Trustees, to make distributions from the Account for payment of claims and the administrative expenses of the Trust.
  - (e) Disburse funds held in the Account.

## **ARTICLE X MEMBER CONTRIBUTIONS**

10.1 Payments into the Account will be developed and administered in the following manner:

- (a) The Trustees will determine the amount of total payments from all of the Members necessary to fund current and anticipated costs of the Trust based on recommendations from the administrator, Trust actuaries and underwriters. The factors to be considered in determining each member's annual payment shall include but not be limited to, all areas of relative claim exposure and claim or loss experience of the Member.

10.2 It is agreed that if the assets in the Account are at any time insufficient, in the opinion of the Trustees, to enable it to discharge its obligations, then the Trust shall have the right and responsibility to assess all Members which have participated in the Trust during any part of the period of insufficiency such total amount as is, in the opinion of the Trustees, required to end the insufficiency and each Member shall have the duty to pay its proportionate amount of the total. Such proportionate share will be determined based on the individual member's size, relative to the size of the entire group for the year/s where such insufficiency exists.

## **ARTICLE XI Plan of Coverages**

11.1 It is the intent of the Trust to provide indemnity for covered losses. Such indemnity shall be subject to the terms of the Coverage Document, various excess or reinsurance agreements and additional administrative policy as established by the Board of Trustees for each coverage period beginning July 1<sup>st</sup>.

## **ARTICLE XII**

### **Excess Insurance**

- 12.1 The Trust may cause to be purchased excess insurance or reinsurance from a company permitted to do business in the State by the Tennessee Department of Commerce and Insurance.
- 12.2 Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts determined by the Board of Trustees.

## **ARTICLE XIII**

### **Obligations of Participating Members**

- 13.1 The obligations of each Member shall be as follows:
- (a) To pay promptly all payments to the account at such times and in such amounts as are established within the scope of this Agreement;
  - (b) To cooperate fully with the Administrator, the insurance consultant-claims administrator, the Trust's attorneys and auditors, and any agent, employee, officer, or independent contractor of the Trust in any matter relating to the purpose and powers of the Trust.
  - (c) To furnish the Administrator any information reasonably required to carry out the purposes of the Trust as required by the Trust's by-laws.

## **ARTICLE XIV**

### **Liability of Trustees and Officers**

- 14.1 The Trustees and the officers of the Trust, including the Administrator, shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee or officer shall be liable for any action taken or omitted by any other Trustee or officer. The Account shall be used to defend, indemnify and hold harmless any Trustee or officer of the Trust for actions taken by the Board or performed by the Trustee or officer within the scope of this authority.
- 14.2 The Trust shall defend, indemnify and hold harmless to the full extent permitted by law any person who is or was a Trustee, officer, employee, or agent of the Trust, provided that actions by the Trustee, officer, employee or agent are consistent with the scope of their responsibilities under this agreement and such actions are not in conflict with formal, written opinions of Trust attorneys. In addition, the Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Trust, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, regardless of whether the Trust would have the power to indemnify him or her against such liability.

## **ARTICLE XV**

### **Contractual Obligation**

- 15.1 The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity, either by the Trust or by any Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members as set forth herein and the advantages gained by the Members through participation herein.



15.2 All governmental subdivisions participating in or benefiting from this Agreement remain liable for their proportionate share of all losses incurred by the Trust during their membership or participation in the Trust, regardless of their withdrawal from or the complete termination of the Trust. The members intend, in the creation of the Trust, to establish an organization for joint administration of risk management programs within the scope set forth in this Agreement only and do not intend to create between members any additional relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

## **ARTICLE XVI**

### **Expulsion of a Member**

16.1 By a two-thirds (2/3) vote of the entire Board of Trustees, any Member may be expelled from the Trust. Such expulsion, which shall take effect in the manner set out below, may occur whenever,

- (a) a Member fails to perform any obligation under this Agreement,
- (b) failure or refusal to make payments and supplemental payments due to the Trust, or
- (c) activities by a Member detrimental to the purposes of the Trust.

16.2 No Member may be expelled except after notice from the Trust of the alleged failure and after a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. Within such fifteen-day (15) period, the Member may request a hearing before the Board before any decision is made as to whether to expel. The Board shall set the date for such hearing, which shall not be less than fifteen (15) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Chairman. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing set forth in this Section shall be final.

16.3 After expulsion, the former Member shall continue to be fully liable for any payment due to the Account and any unfulfilled obligation as if it were still a Member of the Trust.

16.4 The Trust shall have no obligation with respect to claims incurred under the terminated coverage of an expelled Member after the effective date of such expulsion.

16.5 The obligation of the Trust to administer claims incurred under the coverage of an expelled Member prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after an expulsion, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said expelled Member shall take place and any amount found to be owed by such expelled Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. An expelled Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in ARTICLE XVIII below.

## **ARTICLE XVII**

### **Withdrawal from the Trust**

17.1 No Member shall have the right to withdraw from the Trust during the twelve (12) month period immediately following the Member's initial effective date. Thereafter, a Member may withdraw effective June 30 of any year upon notifying the Trust at least sixty (60) days prior to July 1st of any program year. Withdrawal from the Trust without giving such notice creates financial jeopardy for the remaining members of the Trust. Therefore, withdrawal without such notice will not be accepted.

17.2 The obligation of the Trust to administer claims incurred under the coverage of a withdrawing Member prior to the effective date of withdrawal shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after such withdrawal, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said withdrawing Member shall take

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place and any amount found to be owed by such withdrawing Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. A withdrawing Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in ARTICLE XVIII below.

## **ARTICLE XVIII**

### **Termination of the Trust**

- 18.1 The Trust shall terminate thirty (30) years from the effective date of July 1, 1987 or upon the occurrence of any one of the following events:
- (a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Trust is invalid or contrary to law.
  - (b) The number of Members is not sufficient to support the appropriate spread of risk.
- 18.2 Upon termination of the Trust, the rights and duties of the Trust to each Member and the rights and duties of each Member to the Trust shall be the same as those with respect to a withdrawing member for purposes of claim administration and resolution.
- 18.3 Upon termination of the TNRMT for a cause listed in 18.1 above, all assets of the TNRMT shall be liquidated. All funds as a result of such liquidation and including all cash assets of the Trust shall be used to pay outstanding claims and administration of such claims until all claims are permanently adjudicated and settled. After all obligations of the Trust are met, a determination shall be made by Trust actuaries as to whether a surplus or deficit exists. In the event of surplus, the actuary shall determine the surplus position of the Trust for all historical years of operation. Any amounts available in these historical years of operation will be distributed to members and former members who held valid membership during such surplus years will receive funds relative to the member's size from the year of participation and surplus relative to that year as determined by Trust actuaries. Likewise, such members and former members will be assessed for any year of participation in which a deficit existed, as determined by trust actuaries, after all obligations of the Trust are met after termination.

## **ARTICLE XIX**

### **Miscellaneous**

- 19.1 **Addition of Members.** Any political subdivision of the State of Tennessee, is eligible to become a member of the Trust upon meeting the terms and executing their acceptance of this agreement.
- 19.2 **Section Heading.** The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.
- 19.3 **Validity and Savings Clause.** In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionally or validity of the remainder of this Agreement shall not be deemed affected thereby.
- 19.4 **Counterpart.** This Agreement, and any amendments thereto, may be executed in any number of separate documents which taken together shall constitute a single instrument.
- 19.5 **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed to have been given when:
- (a) notice is sent via United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:
    - If to the Trust: To such address as is specified by the Trustees.
    - If to the Members: To the address as the Members from time to time offer for publication.
  - (b) notice is sent via electronic mail addressed as follows:
    - If to the Trust: To the e-mail address last specified on the Trust's website

If to the Members: General notice is posted on the Trust's website and specific notice to members is sent to the last known e-mail address for such member.

19.6 **Authorized Signatures.** This Agreement shall be executed on behalf of the Member by its duly authorized officer and shall be forwarded, in duplicate, to the Tennessee School Boards Risk Management Trust.

19.7 **Acknowledgement and Acceptance.** The Trust shall acknowledge receipt of this Agreement and acceptance hereof by noting hereon in the space provided the Effective Date of its acceptance and shall return a fully executed copy hereof to the member.

19.8 **Obligations of the Parties.** The obligations and rights of the parties under this Agreement shall commence upon the effective date of the Trust's acceptance noted hereon.

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## Surplus Vehicle List -- July -- 2007

<u>Make</u>	<u>Year</u>	<u>Mileage</u>	<u>Vin #</u>	<u>Comments</u>
Dodge Van	1990	192,673	1B4FK44R9LX198753	Runnable - battery dead
Ford Crown Vic	1998	159,807	2FAFP71W1WX123713	Runnable
Ford Crown Vic	2001	180,594	2FAFP71W11X113417	Runnable
Ford Ranger P/U	1988	117,460	1FTCR11T1JUD79747	Runnable (highway dept. titled to Loudon Utilities)
Chevrolet Impa	2002	105,209	2G1WF52E529220685	<b>Runnable -- Pretty Good shape ( Request by 911)</b>
Ford F150	1990	173,721	1FTDF15N8LN820419	Not Runnable ( Motor out)
GMC Bucket Trk	1985	90,392	1GDJC34M6FV604055	Runnable -- bucket works
Dodge P/U	1987	152,072	1B7FD14H6HS438803	Motor Runs -- Rough Body bad oil leak transmission
GMC P/U	1992	146,097	1GTEC14H9NZ538699	Runnable
Ford Explorer	1993	141,514	1FMDU34X0PUA83491	<b>Former Planning Vehicle - (Request by Maint. Dept)</b>
Ford Crown Vic	1995	126,281	2FALP71WXSX136019	Runnable ( Engine light on )

Exhibit 080607-J