

# LOUDON COUNTY COMMISSION

Monday, August 9, 2010

Courthouse Annex

6:00 pm

## PUBLIC HEARING

1. **Loudon County Planning and Codes Director - Russ Newman**
  - a. A Resolution Amending the Zoning Map of Loudon County, Tennessee, Pursuant to Chapter Seven, § 13-7-105 of the Tennessee Code Annotated, to Rezone 4 Acres from R-1 (Suburban-Residential) to A-2 (Rural- Residential). Located at 6633 Lee Highway West, Loudon, Referenced by: Tax Map 48, Parcel 105.00, 1st Legislative District.
  - b. A Resolution Amending the Zoning Map of Loudon County, Tennessee, Pursuant to Chapter Seven, § 13-7-105 of the Tennessee Code Annotated, to Rezone Approximately 3.37 Acres from R-1 (Suburban-Residential) to C-1 (Rural Center District). Referenced by: Tax Map 16, Parcel 214.03, Located on Beals Chapel Road at the Northwest Intersection of Martel Road.
  - c. A Resolution Amending the Zoning Map of Loudon County, Tennessee, Pursuant to Chapter Seven, § 13-7-105 of the Tennessee Code Annotated, to Rezone Approximately 44.2 Acres from R-1 (Suburban-Residential) to R-1 (Suburban-Residential) with a PUD Overlay (Planned Unit Development) for 3 Units/Acre. Referenced by: Tax Map 17G, Group D Parcel(s) 1.00-73.00, Located on the Southside of South Northshore Drive at the Loudon County/ Knox County Line.

## REGULAR MEETING

1. **Opening of Meeting, Pledge of Allegiance, and Invocation**
2. **Roll Call**
3. **Adoption of Agenda - August 9, 2010**
4. **Reading and Acceptance of June 28, 2010 Commission Minutes**
5. **This is the time for any visitor or delegation to come forward and state the business for which he/she may wish to address concerning any item of interest on the planned agenda.**

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

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

1. Consideration of Adopting a Resolution Requesting State to name the Bridge on 321 "The Gold Star-Blue Star Memorial Bridge".
2. Consideration of a Resolution Approving Appointments to the Loudon County Airport Authority.
3. Update on 2010 Census.

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

1. Consideration of Adopting a Resolution Authorizing the Submission of a Fast Track Infrastructure Development Program Grant Application for Buckeye Corrugated, Inc. (Initial Resolution Referenced Tennessee Packaging).
2. Consideration of Adopting a Resolution Authorizing the County Mayor to Enter into an Agreement with Buckeye Corrugated, Inc. Relative to Financial Assurance for Infrastructure and Site Development Costs (Initial Resolution Referenced Tennessee Packaging).
3. Consideration of a Resolution Authorizing the Industrial Development Board of the City of Loudon to accept from Dupont Tate & Lyle Bio-Products an in-lieu of tax payment for a manufacturing expansion pursuant to TCA 7-53-305.

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

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**D. Loudon County Commissioner - Don Miller**

1. Commission Approval for forwarding a letter to the Loudon County School Administration and School Board requesting that they provide the Commission with an analysis of the increased costs for school operations over the past 5-7 years.

**E. Loudon County Purchasing Director - Leo Bradshaw**

1. Lease extension for Piney Ruritan Club.

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

1. Consideration of approving amendments in the County General Fund 101.
2. Consideration of increase in Life Insurance premiums.
3. Consideration of authorizing the County Mayor to secure a financial advisor.

**G. Commissioner David Meers**

1. Election of Bonds and Notaries

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

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

**A RESOLUTION REQUESTING STATE LEGISLATIVE DELEGATION  
TO NAME THE BRIDGE ACROSS TENNESSEE RIVER On  
HIGHWAY 321 THE "GOLD STAR- BLUE STAR MEMORIAL  
BRIDGE**

**Whereas**, the Loudon County Commission request the State Legislative Delegation to name the Bridge across the Tennessee River to the "Gold Star, Blue Star Memorial Bridge", and

**Whereas**, American Gold Star Mothers & Blue Star Mothers was formed to provide support for mothers who had sons or daughters in the United States Armed Forces or who had lost sons or daughters in the war, and

**Whereas**, Living servicemen were represented by a blue star, and those who had lost their lives were represented by a gold star; and

**Whereas**, These two groups holds a congressional charter under Title 36 of the United States Code.

**Now, Therefore, Be It Resolved**, that the Loudon County Commission hereby supports the action to name the Bridge on Hwy 321 the "***Gold Star- Blue Star Memorial Bridge***".

**Be It Further Resolved**, that this Resolution shall be distributed to Loudon County's State Legislative Delegation, consisting of Representative Jimmy Matlock, Representative Dennis Ferguson and Senator Randy McNally.

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

Passed this the 9th Day of August, 2010

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

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

\_\_\_\_\_  
Doyle Arp, County Mayor

**LOUDON COUNTY COMMISSION**

**RESOLUTION 080910**

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

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

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

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

**LOUDON COUNTY  
AIRPORT AUTHORITY**

<u>Appointee</u>		<u>Term Expiration</u>
Richard Schmidt	1 Year	August 31, 2011
Charles Wells	2 Years	August 31, 2012
John Manikas	3 Years	August 31, 2013
Clayton Pangle	4 Years	August 31, 2014
Bart Iddins	5 Years	August 31, 2015

*NOW, THEREFORE, BE IT RESOLVED* that the County Commission meeting in regular session assembled this 9th day of August, 2010 hereby approves and acknowledges (as appropriate), the said appointment.

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

ATTEST:

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

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

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LOUDON, TENNESSEE TO NEGOTIATE AND ACCEPT FROM DUPONT TATE & LYLE BIO-PRODUCTS OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO MANUFACTURING FACILITIES IN THE CITY OF LOUDON, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305.**

WHEREAS, the County Commission (the "Governing Body") of Loudon County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, the City of Loudon has previously authorized the incorporation of The Industrial Development Board of the City of Loudon (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, DuPont Tate & Lyle Bio-products or an affiliated entity (collectively, the "Company") has requested the Board to take ownership of certain personal property to be used as part of the Company's manufacturing facilities located in the Municipality (the "Project"); and

WHEREAS, as a part of such discussions, the Company has requested that the Board own the Project and lease the same to the Company or any affiliate of the Company under an arrangement whereby the Company or any affiliate of the Company will make lease payments for the real and personal property in lieu of ad valorem taxes; and

WHEREAS, the Loudon County Economic Development Agency Board of Directors has recommended approval by the legislative bodies of the City of Loudon and Loudon County of a 5-year, 50% tax abatement as an incentive to expand the company's Loudon facility; and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the County to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section; and

WHEREAS, the acquisition and equipping of the Project would generate additional tax revenues for said County and the City of Loudon as well as create and retain employment within the City, County and region.

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

1. The Governing Body hereby finds that the negotiation and acceptance by the Board from the Company of lease payments for a 5-year period after the Project is placed in service in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section

7-53-305, and the County hereby delegates and consents to the Board negotiating and accepting such payments in lieu of ad valorem taxes from the Company.

2. The terms of the agreement between the Board and the Company concerning payments in lieu of ad valorem taxes shall be determined by the Board with the Board taking into account the benefit to the community from the acquisition, construction, equipping and operation of the Project, provided, however; that the annual lease payment in lieu of taxes shall be equal to 50% of the projected ad valorem taxes that would otherwise be collected, averaged out over the 5-year period, after the project is placed in service. The annual payment shall be a fixed annual payment of not less than **\$61,072/year** (\$37,058 to the County and \$24,014 to the City) based on an investment of \$4,381,875 in real property and \$15,441,810 in personal property.
3. The Board's agreement with the Company concerning lease payments in lieu of ad valorem taxes may provide that any ad valorem taxes paid by the Company to any taxing jurisdiction with respect to its leasehold interest in the Project shall constitute a credit against the payments in lieu of ad valorem taxes due such taxing jurisdiction.
4. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.
5. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

LEASE

This Lease Agreement made and entered into on this the 10<sup>th</sup> day of ~~September~~ <sup>August</sup>, 2010, by and between Loudon County, a political subdivision of the State of Tennessee, (hereinafter "Lessor" or "the County"), and the Piney Ruritan Club, an organization existing and operating within the bounds of Loudon County, Tennessee (hereinafter "Lessee" or "the Club").

WITNESSETH:

WHEREAS, the Lessee is desirous of continuing its operations, and in doing so, needs a place in which they can meet and conduct activities; and

WHEREAS, the County is the owner of property known as the Davis School Property, which includes a block building and school grounds ("Property").

NOW THEREFORE, upon the consideration of One Dollar (\$1.00), cash in hand paid, and the mutual covenants and agreements hereinafter expressed, and pursuant to Resolution of the Loudon County Commission, Lessor does hereby lease to the Lessee, and Lessee does hereby lease from the Lessor, the following described premises, to wit:

Located in the First Civil District of Loudon County, Tennessee, and being known and designated as the Davis School Property, which includes a block building and the school grounds, and is bounded on all sides by either public or private roadways.

IN CONSIDERATION THEREOF, the Lessee and Lessor covenant and agree as follows:

1. Lessee will keep proper maintenance of said leased Property and keep all leased property in a good state of repair.
2. Lessee will allow Loudon County, through its Loudon County Election Commission, the right to use the Property, including all buildings thereon, on the days of any county or state election without further notice thereof.
3. Lessee will use the leased Property only for its own organizational purposes and will keep said Property in a good condition so that it will not be used as a nuisance, and Lessee will surrender said Property back in as good a condition as it was received.
4. Lessee will keep the utilities paid on said leased Property during the term of this Lease.
5. (a) Lessee will safeguard Lessor from any liability growing out of any accidents that may happen by the use of the Lessee of said Property. Lessee shall at its expense obtain and, at all times during the term of this Lease (including any holdover tenancy), maintain in force liability insurance in amounts for bodily injury or death of not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per person and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per accident. Lessee further



agrees to include Lessor as an additional insured on such policies at no charge to Lessor. Such policies shall require the insurance company to give Lessor not less than thirty (30) days prior written notice of lapse or cancellation.

(b) The insurance policy obtained by Lessee pursuant to this Lease shall be with an insurance company authorized and licensed to conduct business in the State of Tennessee. Lessee agrees to deliver to Lessor, upon Lessor's request and at no charge to Lessor, a certificate or certificates evidencing the coverage under each such policy showing all named insureds. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease.

(c) Lessee shall defend, indemnify and hold Lessor and its elected officials, assigns, officers, directors, principals, partners, stockholders, attorneys, insurers, employees, and representatives harmless from and against any and all damages, claims, suits, liabilities, fines, penalties, costs, losses, diminution in value, deficiencies, and expenses (including without limitation reasonable attorney's fees and litigation expenses) of any kind or nature whatsoever, whether or not involving a third-party claim, which may be sustained or suffered by Lessor arising from or related to the leased Property.

6. Lessor reserves the right to inspect the manner and means by which the Property is used by Lessee for the public purposes as more fully described in paragraph 3 hereinabove.

7. Lessee shall not make any alterations, additions or improvements to the Property without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any improvements made and/or fixtures attached to the Property by Lessee, except such as may be movable, shall remain on the Property and become the property of the Lessor upon termination of this Lease, except as may otherwise be agreed to between the parties in writing. It is further agreed that Lessee shall not create, cause or suffer the Property to become subject to any liens, charges or encumbrance whatsoever.

8. Lessee assumes the risks of loss and/or damage to the personal property of Lessee or others in, on or about the Property, and Lessee shall be responsible for and shall maintain all insurance for equipment, furniture, furnishings and/or any other property owned and/or utilized by it on the Property or otherwise.

9. This Lease is for a period of one (1) year, which shall automatically be extended for one (1) year at a time, for a total of thirty (30) years unless cancelled by either party in writing, on or before September \_\_\_ of each year hereafter.

10. It is mutually agreed that the Lessor may assume or retake possession of the leased Property, upon giving written notice to the Lessee, sixty (60) days from the date of said written notice, due to the Lessee's failure to maintain said Property, failure to keep the Property policed so as to not allow it to become a nuisance, failure to maintain insurance as required by paragraph 5 above, failure to fulfill any other terms or provisions of this Lease, or in the event that the Lessee does not exist as an active club or organization.

11. It is further mutually agreed that the Lessor shall have no duty to do any maintenance on said Property during the terms of this Lease, and that this Lease agreement may be amended only in writing by mutual consent.

12. All notices, demands, requests, consents and other instruments required or permitted pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if sent by registered or certified United States mail, return receipt requested, addressed to each party hereto at the following addresses or at such other address as Lessor or Lessee may designate in writing and deliver to the other party.

Lessor: Loudon County, Tennessee  
ATTN: County Mayor  
Loudon County Office Building #109  
100 River Road  
Loudon County, TN 37774-1042

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each copy being an original, on the day and date first above written.

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

STATE OF TENNESSEE  
COUNTY OF LOUDON

PERSONALLY appeared before me, \_\_\_\_\_, the undersigned authority, a Notary Public in and for said County and State, the within-named \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he is \_\_\_\_\_ of Loudon County, Tennessee, the within-named bargainer, and as such \_\_\_\_\_, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of said Loudon County, Tennessee, as such \_\_\_\_\_.

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF LOUDON

PERSONALLY appeared before me, \_\_\_\_\_, the undersigned authority, a Notary Public in and for said County and State, the within-named \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he is \_\_\_\_\_ of Loudon Quarterback Club, the within-named Lessee, and as such \_\_\_\_\_, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of said Loudon Quarterback Club as such \_\_\_\_\_.

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_