

LOUDON COUNTY COMMISSION

September 5, 2017

6:00 PM

Courthouse Annex

REGULAR MEETING

1. Opening of Meeting, Pledge of Allegiance, Invocation

2. Roll Call

3. Adoption of the Agenda – September 5, 2017

4. Reading and Acceptance of the August 7, 2017 Commission Meeting Minutes, August 21, 2017 Special Called Meeting Minutes, and August 24, 2017 Special Called Meeting Minutes

5. General Public Comments

6. Reports of County Officials, Departments, and Committees:
 - A. Loudon County Mayor, Buddy Bradshaw
 1. \$3,000 contribution towards mowing the Riverside Cemetery

2. Request from TDOT for a “No Jake Brake” sign at Vonore Road on Hwy 72

B. Planning Director, Laura Smith

1. Resolution amending the Zoning Map of Loudon County, TN to rezone approximately 5.5 acres from 0-1 (Office Professional District) to A-2 (Rural Residential District) Loudon County Tax Map 058

C. Loudon County Commissioner, Steve Harrelson

1. License Agreement with the Tennessee Department of Transportation regarding maintenance for “Shared Path”

D. Budget Director, Tracy Blair

1. Distribution of Monthly Reports

E. Loudon County Commissioner, David Meers

1. Election of Bonds and Notaries

7. Adjournment

RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE APPROXIMATELY 5.5 ACRES FROM O-1 (OFFICE PROFESSIONAL DISTRICT) TO A-2 (RURAL RESIDENTIAL DISTRICT), LOUDON COUNTY TAX MAP 058, PARCEL 094.00, LOCATED AT 15140 WATT CEMETERY ROAD, LOUDON, TN, SITUATED IN THE 1ST LEGISLATIVE DISTRICT

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

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

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

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

Located at 15140 Watt Cemetery Road situated in the 1st Legislative District, referenced by Tax Map 058, Parcel 094.00 be rezoned from O-1 (Office Professional District) to A-2 (Rural Residential District) as shown on the attached map; said map being part of this Resolution.

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

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

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

APPROVED: _____

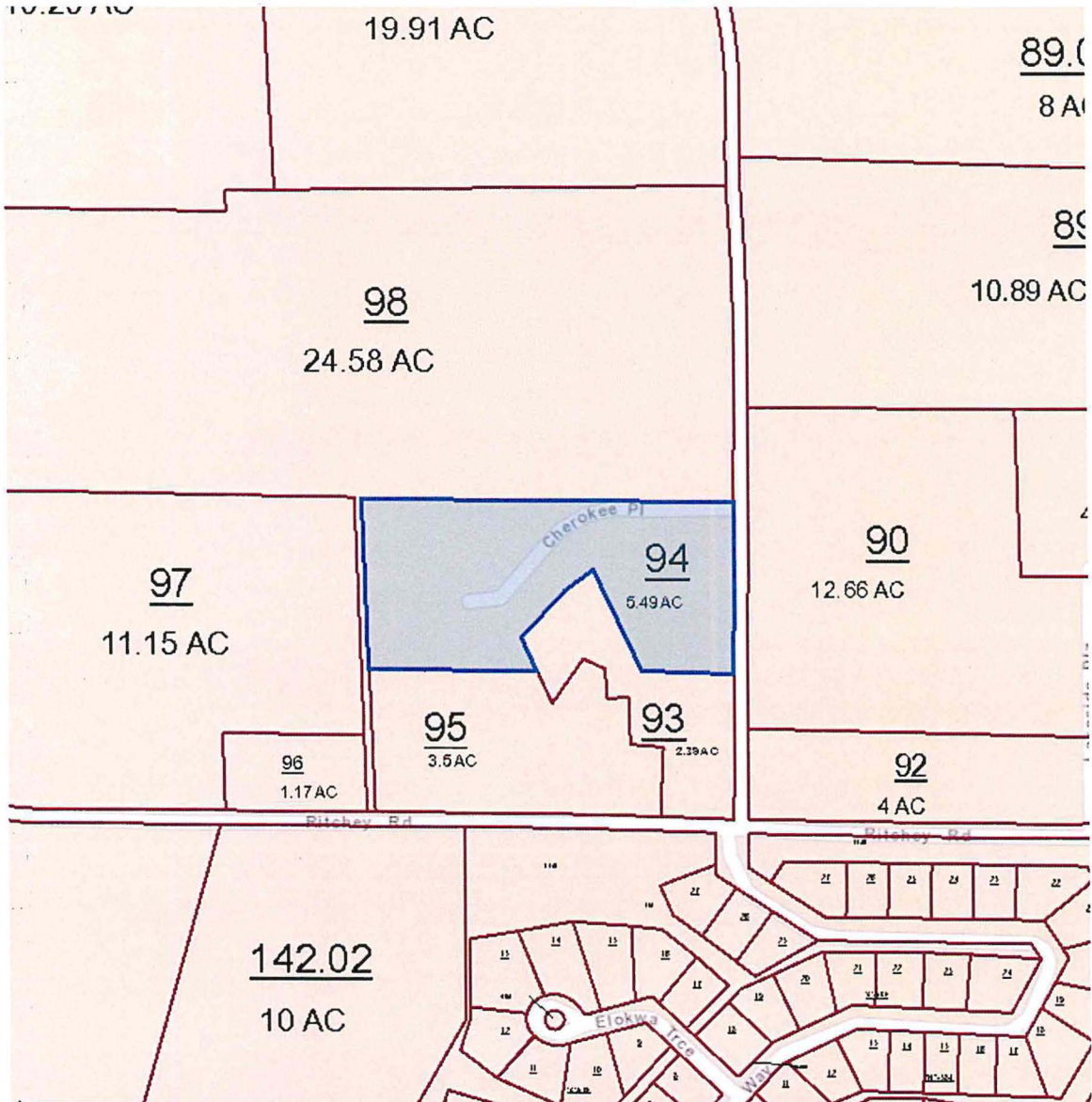
DISAPPROVED: _____



ATTEST: SECRETARY LOUDON COUNTY REGIONAL PLANNING COMMISSION
Dated: June 20, 2017

ATTACHMENT TO RESOLUTION _____

REZONE APPROXIMATELY 5.5 ACRES FROM O-1 (OFFICE PROFESSIONAL DISTRICT TO A-2 (RURAL RESIDENTIAL DISTRICT)). REFERENCED BY: TAX MAP 058, PARCEL 094.00 LOCATED AT 15140 WATT CEMETERY ROAD, SITUATED IN THE 1ST LEGISLATIVE DISTRICT



This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 1
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

Project No.: STP-NH-73(29)
Loudon County
Tract No.: 3
Request No.:

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____day of _____, 20__ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and CITY OF LENOIR CITY, TENNESSEE and LOUDON COUNTY, TENNESSEE (hereinafter referred to as “Licensees”).

WHEREAS, Licensees desire to use a portion of the Licensed Premises to construct and maintain a multi-use path located right of State Route 73 from State Route 2 to State Route 444 in Loudon County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensees are hereby granted permission to use the Licensed Premises to install and operate a multi-use path located right of State Route 73 from State Route 2 to State Route 444 in Loudon County, Tennessee (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensees shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensees shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **FEE** – Licensees shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a _____-year, renewable license which shall begin on [month/day], [year] and shall end on [month/day], [year].
5. **ACCESS** – The State shall provide Licensees access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensees.

7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensees are responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensees to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensees shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensees shall be liable for any damage to State property resulting from Licensees' use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensees shall assume all liability for claims arising out of conduct on the part of the Licensees for which they would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which they can be held liable for such conduct under that act, arising from their use of the Licensed Premises. In addition, Licensees shall require that any contractor of Licensees that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensees, their successors and assigns, agree to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensees' liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensees shall require that any contractor of Licensees that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMIT** – Licensees are responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
13. **COMPLIANCE** – Should Licensees fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensees shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

14. **TITLE VI ASSURANCES** – The Licensees for themselves, their successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensees shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensees for themselves, their successors in interest and assigns, as part of the consideration hereof do hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensees shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensees further agree that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensees shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensees shall remove any and all of their Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed.
17. **ADJACENT PROPERTY** – Licensees state and affirm that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensees’ adjacent or nearby property for protection under Section 4(f).
18. **NO PERMANENT OWNERSHIP** – Licensees do not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensees.

20. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEES:

TO THE STATE:

City of Lenoir City, Tennessee
P.O. Box 445
Lenoir City, Tennessee 37771-0445

State of Tennessee
Department of Transportation
Suite 700, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

Loudon County, Tennessee
Loudon County Office Building
100 River Road, Suite 106
Loudon, Tennessee 37774-1042

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:
CITY OF LENOIR CITY, TENNESSEE

BY: _____

DATE: _____

TITLE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for City of Lenoir City, Tennessee

DATE: _____

LICENSEE:

LICENSEE:
LOUDON COUNTY, TENNESSEE

BY: _____

DATE: _____

TITLE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Loudon County, Tennessee

DATE: _____

STATE OF TENNESSEE

John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: _____

LOUDON COUNTY CLERK
DARLENE M. RUSSELL COUNTY CLERK
101 MULBERRY ST STE 200
LOUDON TN 37774
Telephone 865-458-3314
Fax 865-458-9891

Notaries to be elected September 05, 2017

CHRISTY BATSON	DEBRA H HINES
M HOPE BROWN	M. A. NASSAR
LISA DAVIS	WILMA RABY
VICKIE LYNN GOAD	JINNI B REDMOND
JENNIFER MICHELLE GRIFFIS	LISA G REVES
DAVEAU MEEK HAUGEN	KELLEY ELISE THOMAS