

LOUDON COUNTY COMMISSION WORKSHOP
Loudon, Tennessee
Monday June 17, 2019
Courthouse Annex
6 P.M.

AGENDA

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

2. **Chairman Henry Cullen**
 - A. Sheriffs' Department Budget Discussion

3. **Loudon County Mayor- Buddy Bradshaw**
 - A. Loudon County Library Board Update
 - B. Lease and License Agreement between Loudon County and LUB
 - C. Debt Issuance

4. **Road Superintendent- Eddie Simpson**
 - A. Road Work Centre 75 Sale

5. **Commissioner Adam Waller**
 - A. PUD Regulation

6. **Planning and Codes- Laura Smith**
 - 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 approximately 20.18 acres from R-1(Suburban Residential District) To R-1 Suburban Residential District with Planned Unit Development (PUD) overlay, 2.5 units per acre, 10616 East Tellico Parkway, Tax Map 078, Parcel 004.00, situated in the 3rd 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 1.08 acres from C-2 (General Commercial District) to C-1 (Rural Center District) Hwy 411S, Tax Map 084, Parcels 046.00 and 047.00, situated in the 3rd Legislative District.

7. **Director of Accounts & Budgets – Tracy Blair**
 - A. Application for Grants
 - B. Budget Committee Recommendations

**LOUDON COUNTY COMMISSION
RESOLUTION:**

**RESOLUTION APPROVING OR KNOWLEDGING BOARD OR
COMMITTEE APPOINTMENT BY MAYOR**

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

WHEREAS, appointments are necessary and/or desirable at this time with a 3 year rotation term; and

WHEREAS, the County Mayor appoints the following members of the

LOUDON COUNTY LIBRARY BOARD

Appointee	Term Expiration
Cindy Benefield	June 2022

NOW, THEREFORE, BE IT RESOLVED that the Loudon County Commission, meeting in regular session assembled this 1st day of July, 2019 hereby approves or acknowledges (as appropriate) the said appointments.

Loudon County Commission Chairman

ATTEST:

Loudon County Clerk

Loudon County Mayor

LEASE AND LICENSE AGREEMENT

THIS LEASE AND LICENSE AGREEMENT made and entered into on this ____ day of July, 2019 ("Lease Date"), by and between LOUDON COUNTY, a political subdivision of the State of Tennessee, (hereinafter "**COUNTY**") and LOUDON UTILITIES BOARD, a municipal corporation operating under the Municipal Electric Plant Law of 1935, (hereinafter "**LUB**"), and a subdivision of the CITY OF LOUDON, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the historic Loudon County Courthouse suffered extensive damage from a fire which occurred on April 23, 2019, thus resulting in the loss of use of the Circuit and Chancery Court courtrooms, the offices of the Clerk and Master and Circuit Court Clerk, and other government agencies;

WHEREAS, the **CITY** and **LUB** desire to lend assistance to the **COUNTY** and its citizens by providing a building and/or facilities in the old City Hall ("City Hall Property") and/or the Council Chambers located in the new City of Loudon Municipal Building ("Council Chambers") for the **COUNTY** to operate the courts, clerks' offices, and other government agencies;

NOW, THEREFORE, upon the consideration of the rent payments set forth below, and the mutual covenants and agreements hereinafter expressed, **LUB** and the **CITY** do hereby lease and/or license to the **COUNTY**, the City Hall Property (via lease) and the Council Chambers (via license) as more fully described on **Exhibit A** on the terms set out herein.

IN CONSIDERATION THEREOF, the **COUNTY** and **LUB** and the **CITY** covenant and agree:

1. **LUB** and the **CITY** do hereby lease and/or license to the **COUNTY**, and the **COUNTY** does hereby lease and/or license from **LUB** and the **CITY**, the property more fully described on **Exhibit A**. **COUNTY** shall pay to **LUB** One Dollar (\$1.00) per square foot of space occupied or used by **COUNTY** in the City Hall Property. The rental payment shall be paid by the fifteenth (15th) day of the following month. The square footage occupied or used shall be measured and calculated by mutual agreement of the parties but in no event shall it exceed **9,479** square feet based on the diagram included in **Exhibit A**. No rent shall be charged to the **COUNTY** for the use of the Council Chambers.

2. **County** shall pay **LUB** an agreed sum of Ten Thousand Dollars (\$10,000) for the occupancy of **8,287** square feed of the City Hall Property in June 2019, and the partial occupancy of the City Hall Property in April and May 2019.

3. Maintenance of said City Hall Property and/or the licensed Council Chambers shall be the responsibility of **LUB** and **CITY**. **LUB** shall repair and maintain the structural portions of the City Hall Property, including, without limitation, roofing, and covering materials, foundations, exterior walls, plumbing; utilities, fire sprinkler systems (if any), heating, ventilating, air conditioning, elevators, and electrical systems installed or furnished by **LUB**. **COUNTY** shall be responsible for all minor repairs and maintenance to inside structures such as doors, walls, and ceilings, costing less than Five Hundred Dollars (\$500.00) that can be reasonably accomplished by employees of the **COUNTY** without undue delay. **COUNTY** shall bear the cost of any repairs of

maintenance as required in whole or in part because of any negligent or wrongful act or omissions of **COUNTY**, its agents, servants, employees or invitees. **LUB** shall not be responsible for remediation of any pre-existing mold or mildew contamination. **LUB** shall not be responsible for the removal of any other environmental contaminants that existed at the time the **COUNTY** took possession of the premises. **CITY** and **LUB** shall be responsible for all maintenance associated with the Council Chambers.

4. **COUNTY** will use the leased City Hall Property and/or licensed Council Chambers for only court and government-related activities, including activities of the courts, clerks offices, similar to those held at the historic Loudon County Courthouse. **COUNTY** agrees and will keep said property in a good condition so that it will not be used as a nuisance and to surrender said property back in as good a condition as it was received.

5. **COUNTY** will keep the utilities paid on said leased City Hall Property during the term of this Agreement.

6. (a) **COUNTY** will safeguard and indemnify **LUB** and the **CITY** from any liability growing out of any accidents or incidents that may happen by the use of the **COUNTY** of said City Hall Property and Council Chambers while used for court and government-related activities. **COUNTY** shall at its expense obtain and, at all times during the term of this Agreement (including any holdover tenancy), maintain in force liability insurance in amounts for bodily injury or death of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident. **COUNTY** further agrees to include **LUB** and the **CITY** as additional insureds on such policies.

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

7. **LUB** and the **CITY** reserve the right to inspect the manner and means by which the City Hall Property is used by **COUNTY** for the public purposes as more fully described in paragraph 3 hereinabove.

8. **COUNTY** shall not make any alterations, additions or improvements to the City Hall Property or Council Chambers without the prior consent of **LUB** and the **CITY**, which consent shall not be unreasonably withheld. Any improvements made and/or fixtures attached to the City Hall Property or Council Chambers by **COUNTY**, except such as may be movable, shall remain where placed upon termination of this Agreement, except as may otherwise be agreed to between the parties. It is further agreed that **COUNTY** shall not create, cause or suffer the City Hall Property to become subject to any liens, charges or encumbrance whatsoever.

9. **COUNTY** assumes the risks of loss and/or damage to the personal property of **COUNTY** or others in, on or about the City Hall Property and Council Chambers during use by the **COUNTY**, and **COUNTY** 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 City Hall Property or in Council Chambers.

10. This Agreement is for a period of one (1) year, which shall automatically be extended for one (1) year at a time, for a total of two (2) years unless cancelled by either party in writing, on or before sixty (60) days prior to the anniversary of the Lease Date.

11. It is mutually agreed that **LUB** or the **CITY** may assume or retake possession of the leased City Hall Property and/or terminate the license for the Council Chambers due to the **COUNTY's** failure to maintain said City Hall 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, or failure to fulfill any other terms or provisions of this Agreement. **COUNTY** shall first receive written notice of any default or deficiency and have sixty (60) days within which to correct any deficiencies or defaults. If said default or deficiency is not corrected, **LUB** or the **CITY** shall take immediate possession of the City Hall Property and/or the license for the Council Chambers shall be terminated.

12. This Agreement may be amended only in writing by mutual consent.

13. **LUB** and the **CITY** agree to not disturb or interfere with the operations or use of the City Hall Property or Council Chambers by **COUNTY** and to take all reasonable and necessary steps to prevent the disturbance or interference with court proceedings while in session.

14. All notices, demands, requests, consents and other instruments required or permitted pursuant to the terms of this Agreement 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 **LUB**, the **CITY**, or **COUNTY** may designate in writing and deliver to the other party.

COUNTY Loudon County, Tennessee
ATTN: Rollen Bradshaw, County Mayor
Loudon County Office Building #109
100 River Road
Loudon County, TN 37774

LUB Loudon Utilities Board
ATTN: Ty Ross, Manager
PO Box 69
Loudon, TN 37774

CITY City of Loudon, Tennessee
ATTN: Jeff Harris, Mayor
PO Box 189
Loudon, TN 37774

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

LOUDON COUNTY, TENNESSEE

By: _____
Rollen "Buddy" Bradshaw
Its: Mayor

By: _____
Susan Huskey
Its: Director of Procurement

LOUDON UTILITIES BOARD

By: _____
Ty Ross
Its: Manager

CITY OF LOUDON, TENNESSEE

By: _____

Jeff Harris

Its: Mayor

STATE OF TENNESSEE
COUNTY OF LOUDON

PERSONALLY appeared before me **Rollen "Buddy" Bradshaw**, the undersigned authority, a Notary Public in and for said County and State, the within-named bargainer, with whom I am personally acquainted, and who acknowledged that he is Mayor of Loudon County, Tennessee, the within-named bargainer, and as such Mayor, 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 Mayor.

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF LOUDON

PERSONALLY appeared before me **Susan Huskey**, the undersigned authority, a Notary Public in and for said County and State, the within-named bargainer, with whom I am personally acquainted, and who acknowledged that she is Director of Procurement for Loudon County, Tennessee, the within-named bargainer, and as such Mayor, 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 Director of Procurement.

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF TENNESSEE
COUNTY OF LOUDON**

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

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the _____ day of _____, 2019.

NOTARY PUBLIC
My Commission Expires:_____

**STATE OF TENNESSEE
COUNTY OF LOUDON**

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

WITNESS my hand and official seal at office in Loudon County, Tennessee, this the _____ day of _____, 2019.

NOTARY PUBLIC
My Commission Expires:_____

**This Instrument prepared by Robert L. Bowman, Attorney at Law, P.O. Box 629,
Knoxville, TN 37901.**

EXHIBIT A

PROPERTY DESCRIPTION

Loudon County - Parcel: 0330 A 022.00

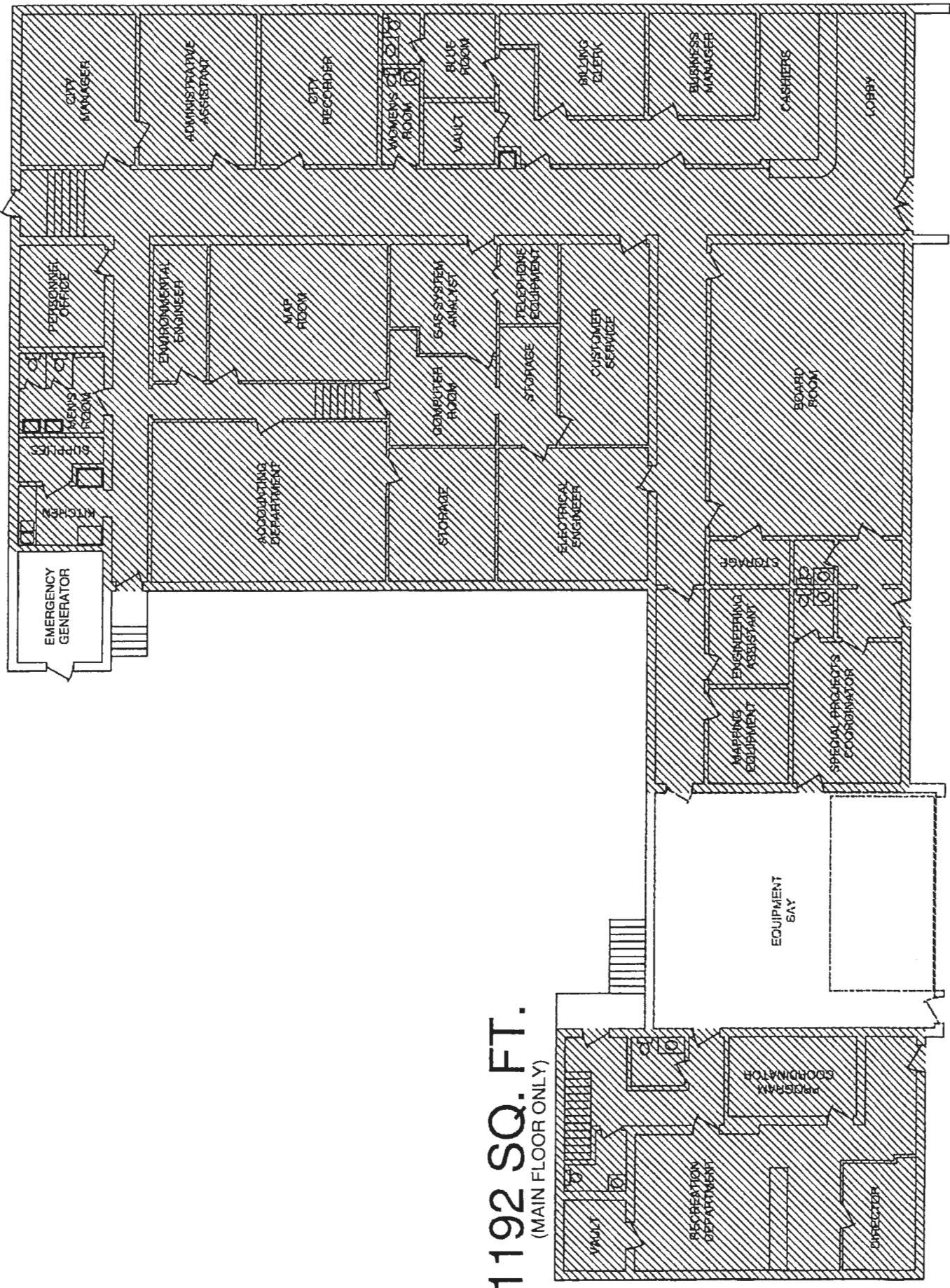


Date: April 25, 2019
County: Loudon
Owner: LOUDON UTILITIES
Address: ALMA ST 201
Parcel Number: 0330 A 022.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2015

201 Alma Place
Loudon, Tennessee 37774

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



1192 SQ. FT.
(MAIN FLOOR ONLY)

7375 SQ. FT.

Loudon County - Parcel: 048 042.03



Date: April 25, 2019
County: Loudon
Owner: LOUDON UTILITIES BOARD
Address: HWY 72 N 2480
Parcel Number: 048 042.03
Deeded Acreage: 1.01
Calculated Acreage: 0
Date of Imagery: 2015

Loudon County Municipal Building -
City Counsel Chambers only
2480 Highway 72 North
Loudon, Tennessee

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,
Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),
NGCC, (c) OpenStreetMap contributors, and the GIS User Community
TN Comptroller - DLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law

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 20.18 ACRES FROM R-1 (SUBURBAN RESIDENTIAL DISTRICT) TO R-1 SUBURBAN RESIDENTIAL DISTRICT WITH PLANNED UNIT DEVELOPMENT (PUD) OVERLAY, 2.5 UNITS PER ACRE, 10616 EAST TELLICO PARKWAY, TAX MAP 078, PARCEL 004.00, SITUATED IN THE 3rd 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, News Herald on May 29, 2019 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 10616 East Tellico Parkway situated in the 3rd Legislative District, referenced by Tax Map 078, Parcel 004.00, be rezoned from R-1 (Suburban Residential District) to R-1 (Suburban Residential District with Planned Unit Development (PUD overlay) 2.5 units per acre, being specifically shown on the attached illustrations.

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

ATTEST:

LOUDON COUNTY CHAIRMAN

DATE:


July 1, 2019

APPROVED: LOUDON COUNTY MAYOR

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

APPROVED: 10

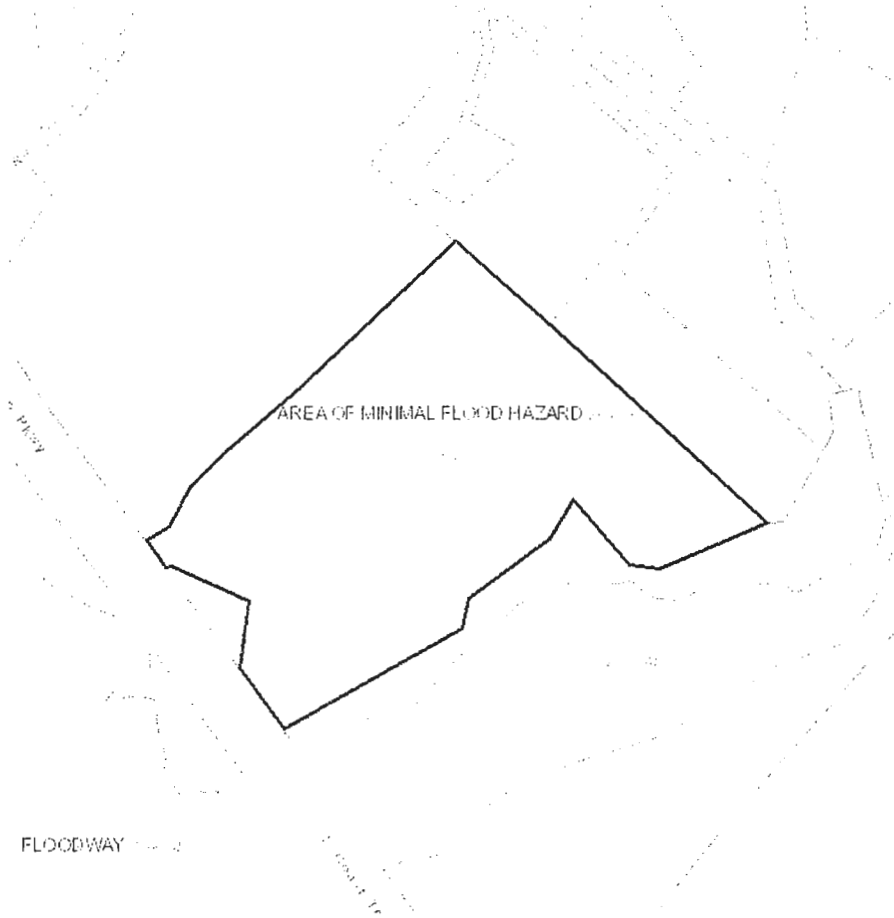
DISAPPROVED: 1



ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION

Dated: 2019

Loudon County – Tax Map: 078 Parcel: 004.00



County: Loudon
Owner: LAUREL PROPERTIES
Address: EASTCOAST TELLICO PKWY 10616
Parcel Number: 078 004.00
Deeded Acreage : 20.18
Calculated Acreage : 0
Date of Imagery: 2015

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 1.08 ACRES FROM C-2 (GENERAL COMMERCIAL DISTRICT) TO C-1 (RURAL CENTER DISTRICT) HWY 411S, TAX MAP 084, PARCELS 046.00 AND 047.00, SITUATED IN THE 3rd 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, News Herald on May 29, 2019 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 7409 and 7417 Hwy. 411S situated in the 3rd Legislative District, referenced by Tax Map 084, Parcels 046.00 and 047.00, be rezoned from C-2 (General Commercial District) to C-1 (Rural Center District), being specifically shown on the attached illustrations.

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

ATTEST:

LOUDON COUNTY CHAIRMAN

DATE:

July 1, 2019

APPROVED: LOUDON COUNTY MAYOR

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

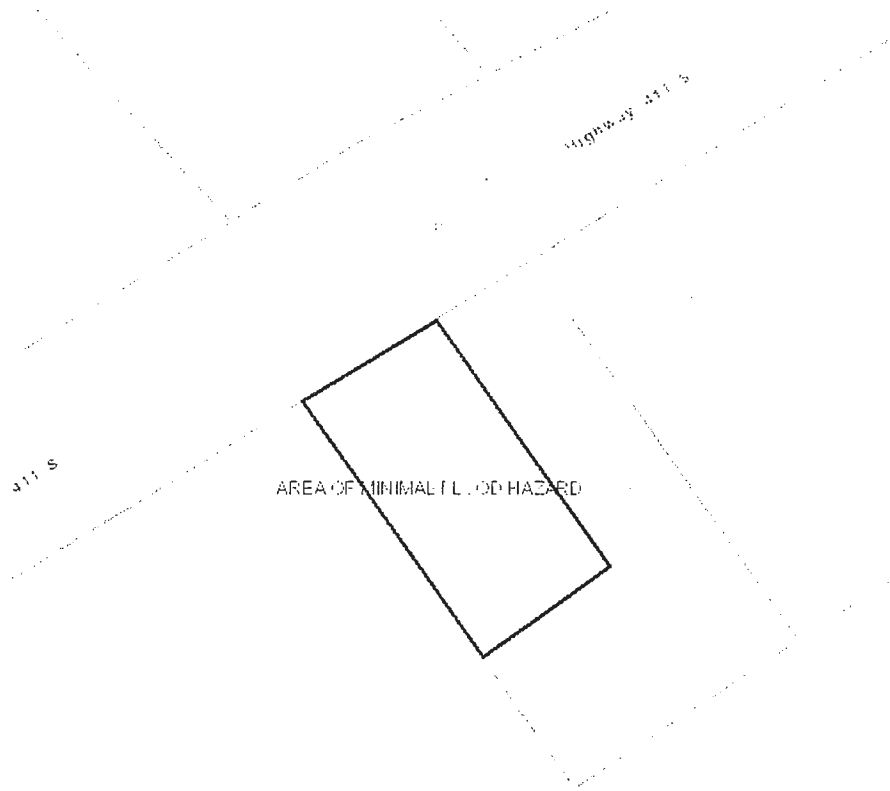
APPROVED: 11

DISAPPROVED: 0



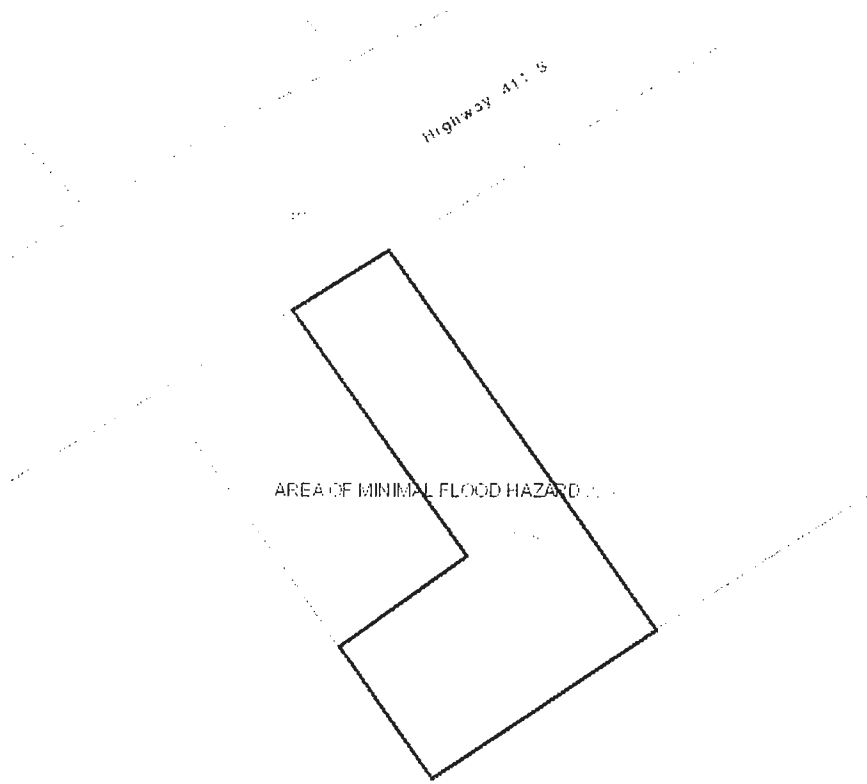
ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION
Dated: 2019

Loudon County – Tax Map 084 Parcel 046.00



County : Loudon
Owner: HYDE MITCHELL
Address: HWY 411 S 7417
Parcel Number: 084 046.00
Deeded Acreage: 0.53
Calculated Acreage: 0.53

Loudon County – Tax Map 084 Parcel 047.00



County: Loudon
Owner: HYDE MITCHELL
Address: HWY 411 S 7409
Parcel Number: 084 047.00
Deeded Acreage: 0.55
Calculated Acreage: 0.55