

# **LOUDON COUNTY COMMISSION**

**January 4, 2016  
6:00 pm  
Courthouse Annex**

## **REGULAR MEETING**

- 1. Opening of Meeting, Pledge of Allegiance, Invocation**
- 2. Roll Call**
- 3. Adoption of the Agenda – January 4, 2016**
- 4. Reading and Acceptance of the December 7, 2015 Commission Meeting Minutes.**
- 5. General Public Comments**
- 6. Conflict of Interest Statements**
- 7. Reports of County Officials, Departments and Committees:**
  - A. Loudon County Mayor – Buddy Bradshaw**
    1. Request Consideration of Approval of the following Board Appointments Renewals:
      - a. Construction Board of Adjustments & Appeals
    2. Proclamation for Loudon Middle School Football
    3. Proclamation for Judge Eblen
    4. Five Points ACA Program
    5. Visitor’s Center Request
    6. Inter-local Agreement with City of Philadelphia
    7. Request Approval for a Grant from TDEC relating to Poplar Springs Landfill repair.
  - B. Loudon County Commissioner – David Meers**
    1. Discussion of Moving Voting Precincts - in the First District Only - Due to High School Construction.

**C. Loudon County Commissioner - David Meers**

1. Election of Bonds and Notaries

**8. Adjournment**

**LOUDON COUNTY COMMISSION  
STATE OF TENNESSEE  
COUNTY OF LOUDON**

**December 7, 2015  
6:00 pm**

**DRAFT**

**NOT APPROVED**

**PUBLIC HEARING**

**A Resolution of the Loudon County Commission Accepting Battlecreek Way, Blackfoot Way, Red Wolf Way, and a Portion of North Wilkerson Lane Located in Warriors Chase Subdivision into the Public Roadway System, Said Road Located in the 5<sup>th</sup> Legislative District of Loudon County, Tennessee.**

**REGULAR MEETING**

- (1)  
Opening  
of Meeting

**BE IT REMEMBERED** that the Board of Commissioners of Loudon County convened in regular session in Loudon, Tennessee on the 7<sup>th</sup> day of December, 2015.

The **Honorable Steve Harrelson** called the meeting to order.

**Commissioner Shaver** opened the County Commission Meeting, led the Pledge of Allegiance to the Flag of the United States of America and gave the invocation.
- (2)  
Roll Call

Present were the following Commissioners: **Brewster, Meers, Maples, Satterfield, Bradshaw, Harrelson, Duff, Shaver, and Cullen: (9)**

The following Commissioner was **Absent: Tinker: (1)**

Thereupon the Chairman announced the presence of a quorum.

Present was the **Honorable Mayor Buddy Bradshaw.**
- (3)  
Agenda  
Adopted

**Chairman Harrelson** requested that the December 7, 2015 Agenda be adopted with the addition of approval of the November 2, 2015 County Commission Meeting Minutes to the agenda.

**Commissioner Shaver** made a **motion** with a **second** by **Commissioner Cullen** to approve the agenda as amended.

Upon voice vote the **motion Passed** unanimously .
- (4)  
Minutes For  
November 2nd&  
November 16th  
Approved

**Chairman Harrelson** requested that the November 2, 2015 County Commission Meeting Minutes and the November 16, 2015 Special Called Meeting Minutes be approved.

A **motion** was made by **Commissioner Shaver** with a **second** by **Commissioner Cullen** to approve both sets of Minutes.

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



<div>(5) General Public Comments</div>	<p><b>Chairman Harrelson</b> asked that any visitor wishing to address the Commission come forward.</p> <p>Richard Anklin and Richard Truitt spoke.</p>
<div>(6) Conflict of-Interest Statement</div>	<p><b>Commissioner Brewster</b> delivered her Conflict of Interest Statements for Funds 141 and 142.</p>
<div>(7) Boards Appointments Approved</div>	<p><b>Loudon County Mayor, Buddy Bradshaw</b> requested Consideration of Adopting Resolutions to Approve Appointments to the Following Boards/Committees:</p> <div><div>a.</div><div>Loudon County Chamber of Commerce Board of Directors</div></div> <div><div>b.</div><div>Loudon County Visitor’s Board</div></div> <p>A <b>motion</b> was made by <b>Commissioner Shaver</b> with a <b>second</b> by <b>Commissioner Brewster</b> to approve both resolutions.</p> <p>Upon voice vote the motion <b>Passed</b> unanimously.</p> <p><u><b>Resolutions 120715-A&amp;B</b></u></p>
<div>(8) Dec 21st Commission Workshop Meeting Cancelled</div>	<p><b>Loudon County Commission Chairman, Steve Harrelson</b> requested consideration of cancelling the December 21, 2015 Commission Workshop Meeting.</p> <p>Following discussion it was decided that this meeting should be cancelled. <b>Mayor Bradshaw</b> requested that the Budget Committee Meeting on that date still take place and it was agreed that it would.</p> <p>A <b>motion</b> was made by <b>Commissioner Satterfield</b> with a <b>Second</b> by <b>Commissioner Bradshaw</b> to approve this request.</p> <p>Upon voice vote the motion <b>Passed</b> unanimously.</p>
<div>(9) Accept Roads In Warrior’s Chase Into Public Roadway System of Loudon County Approved</div>	<p><b>Loudon County Planning Director, Laura Smith</b>, requested approval of the following Resolution:</p> <div><div>1.</div><div>A Resolution of the Loudon County Commission Accepting Battlecreek Way, Blackfoot Way, Red Wolf Way, and a Portion of North Wilkerson Lane Located in Warrior’s Chase Subdivision into the Public Roadway System, Said Road Located in the 5<sup>th</sup> Legislative District of Loudon County, Tennessee.</div></div> <p>A <b>motion</b> was made by <b>Commissioner Duff</b> with a <b>second</b> by <b>Commissioner Shaver</b> to approve this request.</p> <p>Upon voice vote the motion <b>Passed</b> unanimously.</p> <p><u><b>Resolution 120715-C</b></u></p>

**(10)**  
**Homeland**  
**Security Grant**  
**Approved**

**Loudon County Budget Director, Tracy Blair**, requested approval of the following items:

1. Consideration of a Recommendation to Approve Application/Acceptance of \$12,500 Homeland Security Grant – no Matching Funds.

A **motion** was made by **Commissioner Cullen** with a **second** by **Commissioner Brewster** to approve this recommendation.

Upon roll call vote the following Commissioners voted **AYE: Meers, Maples, Satterfield, Bradshaw, Harrelson, Duff, Shaver, Cullen, and Brewster: (9)**

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

The following Commissioner was **ABSENT: Tinker: (1)**

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

**(11)**  
**Governor's**  
**Highway**  
**Safety**  
**Grant**  
**Approved**

2. Consideration of a Recommendation to Approve Application/Acceptance of \$5,000 Governor's Highway Safety Grant – no Matching Funds.

A **motion** was made by **Commissioner Duff** with a **second** by **Commissioner Satterfield** to approve this recommendation.

Upon roll call vote the following Commissioners voted **AYE: Maples, Satterfield, Bradshaw, Harrelson, Duff, Shaver, Cullen, Brewster, and Meers: (9)**

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

The following Commissioner was **ABSENT: Tinker: (1)**

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

**(12)**  
**Budget**  
**Amendments**  
**Approved**

3. Consideration of a Recommendation to Approve Amendments in the Following Budgets:

- a. **County General Fund 101**
- b. **Jail Maintenance Fund 112**
- c. **General Purpose School Fund 141**
- d. **School Federal Projects Fund 142**

A **motion** was made by **Commissioner Shaver** to approve Fund 101; Fund 141; and Fund 142 and vote on Fund 112 separately. **Commissioner Brewster** made a **second** to his motion.

Upon **roll call vote on Funds a., c., and d. above** the following Commissioners voted **AYE: Satterfield, Bradshaw, Harrelson, Duff, Shaver, Cullen, Brewster, Meers, and Maples: (9)**

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

The following Commissioner was **ABSENT: Tinker (1)**

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

- b. **Jail Maintenance Fund 112**

A **motion** was made by **Commissioner Bradshaw** with a **second** by **Commissioner Cullen** to approve the amendments to **Fund 112 above**.

Upon roll call vote the following Commissioners voted **AYE: Satterfield, Bradshaw, Harrelson, Duff, Cullen, and Meers: (6)**

The following Commissioners voted **NAY: Shaver, Brewster, and Maples: (3)**

The following Commissioner was **ABSENT: Tinker: (1)**

Thereupon the Chairman declared the motion **Passed: (6, 3, 1)**

**Exhibits 120715-D-G**

(13) Budget Director Blair requested that records reflect the distribution of a Comptroller's  
Summary Letter, Summary Financial Statements, and Budget Committee Meeting Minutes for October.  
Financial Exhibits 120715-H-I  
Statements,  
Budget Committee  
Meeting Mins, &  
Comptroller's Letter  
Distributed

(14) Loudon County Commissioner, David Meers made a **motion** with a **second** by  
Notaries Commissioner Shaver to approve the following Notaries: *Julia Dewitt Bunch;*  
Approved *Belinda Croft; April Freeman; Vina Carol George; April L. Johnson; Frances L. Jones;*  
*Sandra Kay Morton; Laci L'Shea Murray; Wendy S. Presley; Ronda Tatham; and*  
*Cathy D. Touton.*  
Upon voice vote the motion passed unanimously.  
Exhibit 120715-K

(15) Chairman Harrelson asked if there were any further comments and, upon receiving none,  
Adjournment he asked for a motion to adjourn.  
There being no further business, a **motion** being duly made and seconded, the December 7,  
2015 County Commission Meeting stood adjourned at 7:05 pm.

\_\_\_\_\_  
COMMISSION CHAIRMAN

ATTEST:

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

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



**LOUDON COUNTY COMMISSION**

**RESOLUTION #**

**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  
CONSTRUCTION BOARD OF  
ADJUSTMENT AND APPEALS**

**Appointee**

**Term Expiration**

Bill Hart	January 2021
Mark White	January 2020
Andy Ewing	January 2019
Bob Maroney	January 2019
Eric Good	January 2017

**Alternates**

Bill Cox	January 2017
Mike Waller	January 2021

*NOW, THEREFORE, BE IT RESOLVED* that the County Commission meeting in regular session assembled this 4<sup>th</sup> day of January, 2016 hereby approves and acknowledges (as appropriate), the said appointment.

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

ATTEST:

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

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

# *Proclamation*

*Whereas*, The Honorable Judge E. Eugene Eblen has served as a Judge since 1967; and

*Whereas*, Judge Eblen began his career as General Sessions Judge for Roane County for eleven years; and

*Whereas*, Judge Eblen was elected as Criminal Court Judge for the 9<sup>th</sup> District in 1978; and

*Whereas*, Judge Eblen has held that seat for nearly thirty-seven years; and

*Whereas*, Judge Eblen ran unopposed through five elections, this speaking to his popular opinion in the public's eyes; and

*Whereas*, Judge Eblen has served the people of Roane County, Loudon County, Meigs County, and Morgan County with honor, integrity, and grace; and

*Whereas*, Judge Eblen has been a cornerstone for justice in the 9<sup>th</sup> District; and

*Whereas*, Judge Eblen has served above and beyond his role as Judge serving numerous civic organizations; and

*Whereas*, Judge Eblen is also a 32<sup>nd</sup> degree Mason and a Member of the Union Lodge, the Shriners, and Kerbela Temple; and

*Whereas*, Judge Eblen has impacted hundreds of lives through his service, travels, mentoring, and his example of living.

*Now, therefore*, on this 18<sup>th</sup> day of December in the year of our Lord 2015 that I, Loudon County Mayor Buddy Bradshaw do recognize the impact and influence that Judge E. Eugene Eblen has made on the people of the 9<sup>th</sup> District and abroad, and do hereby proclaim that December 18, 2015 be known as Judge Eugene Eblen Day in Loudon County and the accolades of this great man be recorded in the annals of Loudon County, there to remain forevermore.

---

Hon. Buddy Bradshaw  
Loudon County Mayor



LOUDON COUNTY COMMISSION  
RESOLUTION \_\_\_\_\_

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH CITY OF  
PHILADELPHIA, TENNESSEE FOR COUNTY CODES ENFORCEMENT SERVICES

WHEREAS, Loudon County (the "County") maintains a Codes Enforcement Department ("County Codes Enforcement") that regularly enforces and administers the building code requirements, reviews building permit applications, conducts building inspections, and engages in code enforcement activities; and

WHEREAS, the City of Philadelphia, Tennessee (the "City") desires to utilize the resources of the County to assist the City by having the County Codes Enforcement to have authority in the City and enforce the City's ordinances, regulations, and codes; and

WHEREAS, the County and the City are authorized to enter into an interlocal agreement for the County Codes Enforcement to have authority in the City pursuant to Tennessee Code Annotated §§ 5-1-113 and 12-9-101, *et seq.*; and

WHEREAS, the City desires to compensate the County Two Hundred Fifty and NO/100 Dollars (\$250.00) for each property serviced and/or inspected by the County Codes Enforcement services.

WHEREAS, this body wishes to authorize the County Mayor to enter into an interlocal agreement with City for the County Codes Enforcement to have authority in the City.

NOW THEREFORE, be it resolved, by the Board of County Commissioners in regular session assembled this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that the attached Interlocal Agreement between Loudon County and the City of Philadelphia to provide County Codes Enforcement services to the City for payment thereof, be hereby adopted by the Board of County Commissioners as proposed.

BE IT FURTHER RESOLVED, this resolution take effect immediately, the public welfare requiring it.

ATTEST:

APPROVED:

\_\_\_\_\_  
Darlene M. Russell  
County Clerk

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Chairman of the County Board of Commissioners

CITY OF PHILADELPHIA, TENNESSEE CITY COUNCIL  
RESOLUTION \_\_\_\_\_

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH LOUDON COUNTY,  
TENNESSEE FOR COUNTY CODES ENFORCEMENT SERVICES

WHEREAS, Loudon County (the "County") maintains a Codes Enforcement Department ("County Codes Enforcement") that regularly enforces and administers the building code requirements, reviews building permit applications, conducts building inspections, and engages in code enforcement activities; and

WHEREAS, the City of Philadelphia, Tennessee (the "City") desires to utilize the resources of the County to assist the City by having the County Codes Enforcement to have authority in the City and enforce the City's ordinances, regulations, and codes; and

WHEREAS, the County and the City are authorized to enter into an interlocal agreement for the County Codes Enforcement to have authority in the City pursuant to Tennessee Code Annotated §§ 5-1-113 and 12-9-101, *et seq.*; and

WHEREAS, the City desires to compensate the County Two Hundred Fifty and NO/100 Dollars (\$250.00) for each property serviced and/or inspected by the County Codes Enforcement services.

WHEREAS, this body wishes to authorize the City Mayor to enter into an interlocal agreement with County for the County Codes Enforcement to have authority in the City.

NOW THEREFORE, be it resolved, by the City Council in regular session assembled this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that the attached Interlocal Agreement between Loudon County and the City of Philadelphia to provide County Codes Enforcement services to the City for payment thereof, be hereby adopted by the City Council as proposed.

BE IT FURTHER RESOLVED, this resolution take effect immediately, the public welfare requiring it.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Council

# **INTERLOCAL AGREEMENT**

## **LOUDON COUNTY and CITY PHILADELPHIA Codes Enforcement Agreement**

THIS AGREEMENT is made and entered into by and between Loudon County (the “County”), a political subdivision of the State of Tennessee, and the City of Philadelphia (the “City”), a municipal corporation under the laws of the State of Tennessee.

### **RECITALS**

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113 and 12-9-101, *et seq.*; and

WHEREAS, the County maintains a Codes Enforcement Department (“County Codes Enforcement”) that regularly enforces and administers the building code requirements, reviews building permit applications, conducts building inspections, and engages in code enforcement activities; and

WHEREAS, the City desires to utilize the resources of the County to assist it by having the County Codes Enforcement to enforce the City’s ordinances, regulations, and codes; and

WHEREAS, the City desires to compensate the County for performing these services.

NOW THEREFORE, in consideration of the services to be rendered and the payments to be made, the Parties hereby covenant and agree as follows:

### **I. CODES ENFORCEMENT SERVICES**

1. The County shall provide to the City for the term set forth in this Agreement, code enforcement services consistent with this Agreement. All services provided by the County to the City, as detailed in this Agreement, will be performed by the County Codes Enforcement office and staff.



2. The County's Codes Enforcement office and staff will perform code enforcement duties upon request by the City and in accordance with the City's Municipal Code and pursuant to the procedures provided in this Agreement.

3. The City shall be responsible for the legal defense including, without limitation, all attorney's fees and costs, of any challenge to the enforcement or investigation of any violation of a code, regulation or ordinance enforced or investigated by the County.

4. The County shall have no responsibility, whatsoever, to defend any challenge to the enforcement or investigation of any violation of an ordinance, regulation, or code, including but not limited to any challenge to a notice of violation or citation, an appeal of an order finding a property in violation, or any other lawsuit or appeal involving the investigation, enforcement or challenge of a City ordinance, regulation, or code.

5. The City and the County recognize that the authority of the County to investigate and enforce any City ordinance, regulation, or code within the City pursuant to this Agreement carries with it no other designated or implied authority or duty over or within the City other than specified herein.

6. The County reserves the right to decline enforcement of those ordinances, regulations and codes of the City that the County, in the County's sole discretion, deems unconstitutional or otherwise legally invalid.

7. The Parties understand and agree that the County Codes Enforcement office and staff is acting hereunder as an independent contractor for the City and the County shall maintain control of all County employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All County personnel rendering service hereunder shall be, for all purposes, employees of the County.

## **II. COMPENSATION**

8. In consideration of this Agreement and the services provided, the City shall pay the County TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each property serviced and/or inspected within the City by the County Codes Enforcement office and staff.

9. The County shall invoice the City for services provided by the County on a monthly basis. Payment from the City shall be due thirty (30) days from the date the invoice is received by the City. Failure of the County to submit an invoice for services as provided in this Agreement does not excuse the City from paying for the code enforcement services provided by the county and payment shall be due thirty (30) days from the date the invoice is received by the City.

## **III. INDEMNIFICATION**

10. To the extent permitted by Tennessee Law, the City agrees to hold harmless and indemnify the County from all claims, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, liabilities, and demands of any kind whatsoever, in law or in equity arising from the County's investigation, inspection, or enforcement of any City regulation, code or ordinance, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred by the County. Nothing herein shall be deemed a waiver, express or implied, of any Parties' sovereign immunity or an increase in the limits of liability, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

## **IV. DURATION AND TERMINATION**

11. The term of this agreement shall be effective on the date of execution of the last party ("Effective Date").

12. This Agreement shall remain in full force and effect until terminated by either the County or the City by a majority vote of the Board of County Commissioners or the City Council

13. The County or the City may immediately terminate this Agreement, with or without cause, upon written notice made and delivered in accordance with Paragraph 15 of this Agreement, signed by Mayor of the City, if terminated by the City, or the Mayor of the County, if terminated by the County.

14. Upon termination of this Agreement, all rights and permissions granted hereunder shall cease and terminate except that the Parties' respective rights and obligations for payment pursuant to Paragraph 8 herein shall survive termination so as to give effect to the purpose of that section.

#### **V. NOTICES**

15. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person; or (ii) when forwarded by a nationally recognized overnight courier service or mailed certified mail, return-receipt requested, to the address of the respective Party set forth below or to such changed address as the Party may have designated by delivery of written notice to the other Party. Any notice of change of address shall only be effective, however, when received at the address set forth below:

**CITY OF PHILADELPHIA:**

~~Paul Stallings~~, Mayor **CHRIS MILLER**  
P.O. Box 10  
Philadelphia, TN 37846

**COUNTY OF LOUDON:**

Buddy Bradshaw, Mayor  
Loudon County Office Building #109  
100 River Road  
Loudon, TN 37774-1042



## **VI. GENERAL PROVISIONS**

16. Failure of the Parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both Parties' written consent. Any such waiver by the Parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.

17. This Agreement may not be amended or modified in any way, unless such modification is in the form of a written amendment properly executed by all Parties to this Agreement.

18. This Agreement may be executed in counterparts, including facsimile signatures and signatures delivered by electronic mail, and it shall not be necessary that the signatures of all Parties appear on each counterpart. It shall be sufficient that the signature of each Party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of all the Parties to this Agreement.

19. This Agreement shall be interpreted and enforced under the substantive law of the state of Tennessee, without regard to its conflict of laws doctrine. Any action brought to enforce this Agreement must be filed in Loudon County, Tennessee.

20. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. The Parties agree that this Agreement sets forth the entire agreement between the Parties regarding the subject matter of this Agreement and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the subject matter of this Agreement, whether written or oral.

22. The Parties agree that no party shall be deemed to be the drafter of this Agreement and in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against any party as the drafter of this Agreement and acknowledge that each party has contributed substantially and materially to the preparation of this Agreement.

23. The Parties have not relied upon any oral or written promises, inducements, representations or statements of any other Party hereto or their respective agents or attorneys.

24. The recitals are made a part of this Agreement.

25. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties hereto any right or cause of action for damages claimed against any of the Parties to this Agreement arising from the performance of the obligation and responsibilities of the Parties herein or for any other reason.

26. The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision herein.

27. The County and the City acknowledge and agree that it is in their best interest and the best interests of the public that this Agreement be performed in accordance with the terms,

covenants and conditions contained herein; and both the County and the City shall, in all instances cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

28. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

29. Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

**IX. AUTHORIZATION**

A. This Agreement has been approved by the governing bodies of the respective Parties, at meetings that were noticed and held in accordance with applicable laws.

B. The individuals signing below are authorized to do so by the respective Parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

**CITY OF PHILADELPHIA, TENNESSEE**

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
MAYOR



ATTEST:

**LOUDON COUNTY, TENNESSEE**

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

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

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 January 04,2016

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FRANK Y BARNES JR  
DONNA CONNATSER  
ASHTON GUNNELS  
RHONDA A MOORE

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PATTY ROBICHAUD  
STARLET RENE SUMMITT  
MICHAEL D THOMPSON  
THELMA M WAMPLER