

Loudon County Commission Workshop

Loudon, Tennessee

November 20, 2023

Courthouse Annex

6:00 pm

To provide public comment, prior to the start of the meeting please write your name on the sign up sheet located on the podium for the General Public Comments or Public Hearing

(5 minute time limit)

AGENDA

- 1) Loudon County Codes Enforcement Director – Jim Jenkins
 - A) RESOLUTION ADOPTED BY THE LOUDON COUNTY COMMISSION CLOSING THE END OF PORT MADISON DRIVE, LOCATED IN THE 1ST LEGISLATIVE DISTRICT OF LOUDON COUNTY TENNESSEE.
- 2) Comments by Members of the General Public
- 3) Mayor – Buddy Bradshaw
 - A) County Website
 - B) 2024 Loudon County Commission Meeting Dates
 - C) 2024 Government Holidays
- 4) Commissioner – Chase Randolph
 - A) ARPA Funds Loudon Alive

5) Commissioner – Gary Whitfield

A) Drive-In Theatre noise complaint

6) Commission Chairman – Henry Cullen

A) Interlocal Agreement For Building Code Administration Enforcement (Greenback / Philadelphia)

7) Commissioner – Van Shaver

A) Building Permits for Non US Citizens / Investors from hostile countries

B) Cluster Option for Developments

C) Continued Funding for EDA

8) Director of Accounts and Budgets – Erin Rice

A) Budget Recommendations

Loudon County Commission

November 20, 2023

Resolution -

Closing the end of Port Madison Drive

1st Legislative District

RESOLUTION _____

DRAFT

**RESOLUTION ADOPTED BY THE LOUDON COUNTY COMMISSION
CLOSING THE END OF PORT MADISON DRIVE, LOCATED IN THE 1ST
LEGISLATIVE DISTRICT OF LOUDON COUNTY TENNESSEE.**

WHEREAS, the chief legislative body of the county has the authority, under Tennessee Code Annotated, to accept the dedication of roads, close existing roads, adopt standards for the acceptance of new roads and reopen previously closed or abandoned roads; and

WHEREAS, the Loudon County Regional Planning Commission has received a request from property owner located at 318 Port Madison Drive, to close the end of Port Madison Drive, Tax Map 033L, Parcel 019.00; and

WHEREAS, applicant feels the described roadway has no present nor future public use, and desires that any county encumbrance caused by the presence of the right-of-way be removed; and

WHEREAS, identified affected property owners were notified and a public notice and description of the request appeared in the Loudon County Daily Edition on October 13, 2023, consistent with the provisions of Loudon County's procedure for closing a public road; and

WHEREAS, the Loudon County Regional Planning Commission has reviewed this matter, including the recommendation of the County Road Superintendent, and based on its investigation has determined that the closure of said road will not adversely affect any property owners or the present or future function of the County's roadway system, and recommends the closure a portion of said road, described as follows:

The county's portion., located at Parcel 019.00, Tax Map 033L, situated in the 1st Legislative District, being more specifically shown on the attached illustration, incorporated herein.

WHEREAS, the County Commission feels the closure of the roadway is not detrimental to the community or to the present or future function of the County roadway system;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled on this 4th day of December, 2023 that the afore described section of the roadway is hereby closed, with any interest the County has in the roadway being hereby relinquished as provided by law.

BE IT FURTHER 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: _____

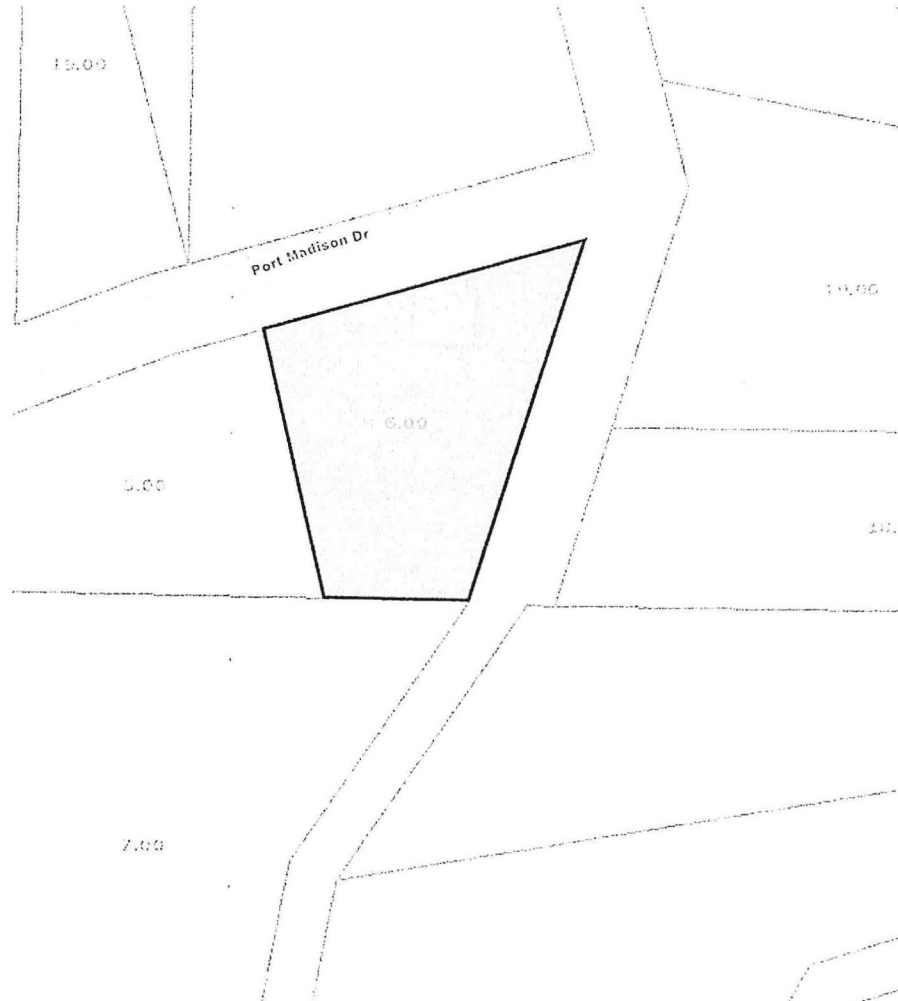
DISAPPROVED: _____

ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION

Dated: _____

**LOUDON COUNTY COMMISSION
ILLUSTRATION ATTACHMENT**

**A RESOLUTION OF THE LOUDON COUNTY COMMISSION ACCEPTING ROAD CLOSURE AT
THE END OF PORT MADISON DRIVE,
LOCATED IN THE 1ST LEGISLATIVE DISTRICT OF LOUDON COUNTY TENNESSEE**



Loudon County Commission

November 20, 2023

County Website-

Smarketing Presentation

Delivery Timeline

Marketing will design and develop an easy to use and visually appealing website. Smarketing's plan would be to design and develop a site that showcases Loudon County. Emphasis will be given to an impactful first field of view for the site, and every step possible would be taken to ensure that the site is clean, intuitive, and uncluttered. The new website will be built on a WordPress platform that ensures stability, ease of use, and allows for future growth.

Task	Timeline	Deliverables
Smarketing Analysis	Within one month of bid awardance in accordance with county officials' schedules <i>Proposed Date: on or before June 30, 2023</i>	Smarketing will conduct a discovery session with Loudon County personnel to fully flush out wants and needs of the new website
Development Site Created	Immediately following the Smarketing Analysis – no action needed from client. <i>Note: this development site will not be known or generally seen to the public and will not affect the current Loudon County site.</i>	A development URL will be created to begin work on the website design and development. <i>Client will be given access to the development site for review as needed.</i>
Initial Homepage Design	Once a development URL is created, we will move into homepage design. This can take anywhere from 2-6 weeks depending on intricacy of design and need for photo/video shoots. <i>Proposed Date: on or before August 11, 2023.</i>	Smarketing designers will produce an initial homepage design that will be presented on the development site mentioned above. ✔ With Approval
Subsequent Pages	This process works in tandem with content development and is dependent on a number of factors, including getting all the necessary information from clients or in this case various department contacts, if needed. This is the longest part of the development process and can take up to or more than 12 weeks. <i>Proposed Date: on or before November 10, 2023.</i>	Following approval of homepage design, Smarketing designers will produce subsequent page design.
Content Development	This process works in tandem with content development and is dependent on a number of factors, including getting all the necessary information from clients or in this case various department contacts, if needed. This is the longest part of the development process and can take up to or more than 12 weeks. <i>Proposed Date: on or before November 10, 2023.</i>	Smarketing will begin work on content development for the new website. This will involve new content as well as wordsmithing existing content. The new content will be produced to serve the goals and objectives from the discovery session. ✔ With Approval
Subsequent Page Approval & Search Engine Optimization (SEO)	This process works in tandem with launch, though parts may be completed as subsequent pages are being developed. <i>Proposed Date: on or before December 1, 2023.</i>	Prior to "Go Live" with the new website, Smarketing will meet with Loudon County personnel to review the website and resolve any issues/make any needed corrections. During this time, we will also conduct SEO activities on the new website, including placing appropriate meta-tags, creating relevant page titles, placing keywords in copy and develop sitemaps.
Launch	This is the final piece of the pie and requires an official thumbs up for approval to do so. This also requires a conversation about DNS records, which may include speaking with your IT professional or finding out where your DNS records are held. <i>Proposed Date: on or before December 13, 2023.</i>	The day has come! GO LIVE! Once we have approval from all needed personnel, we will begin the go live process. During this period, Smarketing will be testing the site to ensure all links, logins and pages are free from "bugs". ✔ With Approval

****Please keep in mind, these are all estimates of time that have many factors that play into them. Websites can take anywhere from 3-6 months to complete depending on the complexity of the website and lines of communication from the client.**

Deliverables, Development Cost and Annual Fees**Website Design & Development - \$18,000**

- Initial Smarketing Analysis to discuss Loudon County Government's website Needs
- Design and development of a custom website built on a WordPress platform fit to the needs of Loudon County Government
 - Website will be developed with:
 - The end-user experience in mind making it user-friendly and easily navigable
 - Attention paid to cross platform, device, and browser compatibility
- Any and all content within the website
- Up to two days of photography and video work, plus editing of visuals
- Including personnel headshots and county scenery
- Initial half-to-full day in-person training for needed personnel
- Including step-by-step documentation
- Set up of Google Analytics and Search Console properties, if needed
- Can also implement any current GA tracking codes
- Initial ADA Compliance procedures
- Initial search engine optimization (SEO) procedures

First Year of Ongoing Maintenance* - \$12,000 (\$1000 per month)

**This does not begin until after "Go Live" of website*

- Website hosting on Smarketing hosting space
- Website maintenance – *changing of photos, updating of staff, updated documents, etc.*
- Website software updates, as needed
- Addition of county events, as requested
- Addition of county meeting agendas and/or minutes, as requested
- Additional training of new employees, as requested
- ADA Compliance tracking – *ensuring that website remains ADA compliant as new information is added*
- SEO updates, as needed
- Quarterly Google Analytics reports, if wanted

Subsequent Years* of Ongoing Maintenance - \$9,000 (\$750 per month)

**This would be a yearly contract.*

- Website hosting on Smarketing hosting space
- Website maintenance – *changing of photos, updating of staff, updated documents, etc.*
- Website software updates, as needed
- Addition of county events, as requested
- Addition of county meeting agendas and/or minutes, as requested
- ADA Compliance tracking – *ensuring that website remains ADA compliant as new information is added*
- SEO updates, as needed
- Quarterly Google Analytics reports, if wanted

Note: the subsequent year's contract does not include additional training for new employees. That would be at an additional cost to the county. An estimate would be provided at the request of the county.

smarketing®

Loudon County Government's Request for Proposal for *County Website Design 2023-452*



smarketing®

6312 Kingston Pike, Ste. 101
Knoxville, TN 37919

(865) 963-0642
www.smarketing4u.com

Loudon County Commission
November 20, 2023

2024 Loudon County Commission Meeting Dates

LOUDON COUNTY COMMISSION
2024 Loudon County Commission Meeting Dates

DRAFT

<i>County Commission Meetings</i>	<i>Workshop Meetings</i>
January 2nd (Tuesday)	January 16 th (Tuesday)
February 5 th	February 20 th (Tuesday)
March 4 th	March 18 th
April 1 st	April 15 th
May 6 th	May 20 th
June 3 rd	June 17 th
June 24 th (Budget Approval)	July 15 th
August 5 th	August 19 th
September 3 rd (Tuesday)	September 16 th
October 7 th	October 21 st
November 4 th	November 18 th
December 2 nd	December 16 th
Commission Meetings are at 6PM at Annex	**Workshops are at 6PM at Annex**

Workshop Meetings Schedule

4:00 PM – 4:30 PM	Capitol Projects Committee	County Office Building
4:30 PM – 5:00 PM	Purchasing Committee	County Office Building
3:00 PM – 5:30 PM	Budget Committee	County Office Building
6:00 PM	Commission Workshop	Courthouse Annex

**** Commission Meeting Agendas are posted at www.loudoncounty-tn.gov prior to meeting ****

Loudon County Commission
November 20, 2023

2024 Government Holidays

DRAFT

2024 Loudon County Government Holidays

Day	Date	Holiday
Monday	January 1 st	New Year's Day
Monday	January 15 th	Martin Luther King Jr. Day
Monday	February 19 th	President's Day
Friday	March 29 th	Good Friday
Monday	May 27 th	Memorial Day
Thursday	July 4 th	Independence Day
Monday	September 2 nd	Labor Day
Monday	November 11 th	Veteran's Day
Thursday	November 28 th	Thanksgiving
Friday	November 29 th	Day after Thanksgiving
Tuesday	December 24 th	Day Before Christmas
Wednesday	December 25 th	Christmas Day

Loudon County Commission

November 20, 2023

Interlocal Agreement for Building Code

Administration Enforcement

Greenback / Philadelphia

**INTERLOCAL AGREEMENT FOR BUILDING CODE
ADMINISTRATION AND ENFORCEMENT**

THIS INTERLOCAL AGREEMENT FOR BUILDING CODE ADMINISTRATION AND ENFORCEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2023, by and between Loudon County, Tennessee, and the City of Greenback, Tennessee, pursuant to Tenn. Code Ann. § 5-1-113 and Tenn. Code Ann. § 12-9-101 *et seq.*

WHEREAS, the City of Greenback, Tennessee (the "City"), is a municipal corporation of the State of Tennessee; and

WHEREAS, Loudon County, Tennessee (the "County"), is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated § 12-9-108 the City and the County have the power to enter into an interlocal agreement for the performance of any governmental service activity or undertaking which each is authorized by law to perform; and

WHEREAS, counties are authorized to adopt, administer, and enforce building codes under the provisions of Title 5, Chapter 20 of the Tennessee Code Annotated; and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the "Resolution"), the Loudon County Board of Commissioners adopted the 2018 International Building Code ("IBC"), the 2018 International Residential Code ("IRC"), the 2018 International Mechanical Code ("IMC"), the 2018 International Plumbing Code ("IPC"), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the "Codes"); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with Tennessee Code Annotated § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, which said services are more particularly described herein below as the "Services," in order to better serve its present and future needs; and

WHEREAS, the County employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, as of the date of this Agreement, the County currently provides the Services for the City; and

WHEREAS, the City and County desire to execute this Agreement, pursuant to the request of the State of Tennessee, Department of Commerce and Insurance, in order to formalize and memorialize their agreements with respect to the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, the sufficiency of which is hereby acknowledged, the City and the County, by and through their authorized representatives, do hereby agree and manifest their intentions as follows:

1. PURPOSE. This Agreement is for the purpose of authorizing the County to provide Codes administration and enforcement services within the incorporated areas of the City in exchange for consideration under the following terms.

2. SERVICES. The County's building inspector and staff shall provide services related to the administration and enforcement of the Codes within the incorporated areas of the City pursuant to applicable federal, state and local laws, codes, rules and regulations (the "Services"). The County's building inspector and staff shall provide the Services in a professional, courteous, effective and efficient manner.

3. DURATION AND EFFECT. This Agreement shall be in full force and effect from its execution by the parties hereto, and shall remain in full force and effect until terminated by either party by providing written notice to the respective City or County Mayor then currently in office at their respective executive office. The parties further agree and acknowledge that the County has been providing the City with the Services described herein, and that this Agreement shall apply retroactively to the first date the County began providing the Services to the City.

4. CONSIDERATION. For and in consideration of the Services provided hereunder by the County to the City, the County shall be entitled to receive all applicable permit fees paid by permit applicants set forth in the Resolution or any superseding resolution.

5. PAYMENT. Any applicable permit fees paid by permit applicants shall be paid directly to the County, or in such a manner as the City and County may agree.

6. CONFLICT. The City and County shall take all possible steps to try to avoid scheduling conflicts which would prevent the County's building inspector and staff from attending meetings on behalf of the County. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached. By nature of providing the Services for both the County and City, conflicts of interest may arise from time to time. Should a conflict of interest arise, such conflict shall be resolved in accordance with any applicable code of ethics.

7. OVERSIGHT AND EVALUATION. The County will coordinate with the City so that the County and the City may evaluate the performance of the Services not less frequently than annually. The County will take reasonable care to ensure that its performance under this Agreement meets the City's satisfaction. The County shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing Services,

the County's staff shall not be under the supervision or control of the City except as specified under this Agreement. The County shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. The County's staff shall be considered employees of the County for all purposes, and shall not be considered employees of the City for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by the County.

8. RECORDS and FILES. The County's staff will temporarily maintain all records and files produced pursuant to this Agreement. At the completion of any approval, review, or action incidental to the Services and covered by this Agreement, said records and files shall be transferred to the City. At the termination or expiration of this Agreement, all remaining records and files shall be transferred to the City.

9. INSURANCE. The County shall provide all necessary insurance, including but not limited to liability and workers' compensation insurance, for each staff member utilized under the terms of this Agreement. The City shall also obtain appropriate liability insurance for its liability exposure pertaining to activities performed by the City pursuant to this Agreement.

10. SUBCONTRACTING. Neither party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other party.

11. SCOPE. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

12. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. The County may provide similar services to other entities; provided that the County must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

13. CUMULATIVE REMEDIES. No provision of this Agreement precludes either party from pursuing any other remedies provided by law.

14. SEVERABILITY. The provisions of this Agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COUNTY:

LOUDON COUNTY, TENNESSEE

By: _____
Mayor

Attest:

County Clerk

CITY:

CITY OF GREENBACK, TENNESSEE

By: _____
Mayor

Attest:

City Recorder

**INTERLOCAL AGREEMENT FOR BUILDING CODE
ADMINISTRATION AND ENFORCEMENT**

THIS INTERLOCAL AGREEMENT FOR BUILDING CODE ADMINISTRATION AND ENFORCEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2023, by and between Loudon County, Tennessee, and the City of Philadelphia, Tennessee, pursuant to Tenn. Code Ann. § 5-1-113 and Tenn. Code Ann. § 12-9-101 *et seq.*

WHEREAS, the City of Philadelphia, Tennessee (the “City”), is a municipal corporation of the State of Tennessee; and

WHEREAS, Loudon County, Tennessee (the “County”), is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated § 12-9-108 the City and the County have the power to enter into an interlocal agreement for the performance of any governmental service activity or undertaking which each is authorized by law to perform; and

WHEREAS, counties are authorized to adopt, administer, and enforce building codes under the provisions of Title 5, Chapter 20 of the Tennessee Code Annotated; and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the “Resolution”), the Loudon County Board of Commissioners adopted the 2018 International Building Code (“IBC”), the 2018 International Residential Code (“IRC”), the 2018 International Mechanical Code (“IMC”), the 2018 International Plumbing Code (“IPC”), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the “Codes”); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with Tennessee Code Annotated § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, which said services are more particularly described herein below as the “Services,” in order to better serve its present and future needs; and

WHEREAS, the County employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, as of the date of this Agreement, the County currently provides the Services for the City; and

WHEREAS, the City and County desire to execute this Agreement, pursuant to the request of the State of Tennessee, Department of Commerce and Insurance, in order to formalize and memorialize their agreements with respect to the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, the sufficiency of which is hereby acknowledged, the City and the County, by and through their authorized representatives, do hereby agree and manifest their intentions as follows:

1. PURPOSE. This Agreement is for the purpose of authorizing the County to provide Codes administration and enforcement services within the incorporated areas of the City in exchange for consideration under the following terms.

2. SERVICES. The County's building inspector and staff shall provide services related to the administration and enforcement of the Codes within the incorporated areas of the City pursuant to applicable federal, state and local laws, codes, rules and regulations (the "Services"). The County's building inspector and staff shall provide the Services in a professional, courteous, effective and efficient manner.

3. DURATION AND EFFECT. This Agreement shall be in full force and effect from its execution by the parties hereto, and shall remain in full force and effect until terminated by either party by providing written notice to the respective City or County Mayor then currently in office at their respective executive office. The parties further agree and acknowledge that the County has been providing the City with the Services described herein, and that this Agreement shall apply retroactively to the first date the County began providing the Services to the City.

4. CONSIDERATION. For and in consideration of the Services provided hereunder by the County to the City, the County shall be entitled to receive all applicable permit fees paid by permit applicants set forth in the Resolution or any superseding resolution.

5. PAYMENT. Any applicable permit fees paid by permit applicants shall be paid directly to the County, or in such a manner as the City and County may agree.

6. CONFLICT. The City and County shall take all possible steps to try to avoid scheduling conflicts which would prevent the County's building inspector and staff from attending meetings on behalf of the County. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached. By nature of providing the Services for both the County and City, conflicts of interest may arise from time to time. Should a conflict of interest arise, such conflict shall be resolved in accordance with any applicable code of ethics.

7. OVERSIGHT AND EVALUATION. The County will coordinate with the City so that the County and the City may evaluate the performance of the Services not less frequently than annually. The County will take reasonable care to ensure that its performance under this Agreement meets the City's satisfaction. The County shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing Services,

the County's staff shall not be under the supervision or control of the City except as specified under this Agreement. The County shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. The County's staff shall be considered employees of the County for all purposes, and shall not be considered employees of the City for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by the County.

8. RECORDS and FILES. The County's staff will temporarily maintain all records and files produced pursuant to this Agreement. At the completion of any approval, review, or action incidental to the Services and covered by this Agreement, said records and files shall be transferred to the City. At the termination or expiration of this Agreement, all remaining records and files shall be transferred to the City.

9. INSURANCE. The County shall provide all necessary insurance, including but not limited to liability and workers' compensation insurance, for each staff member utilized under the terms of this Agreement. The City shall also obtain appropriate liability insurance for its liability exposure pertaining to activities performed by the City pursuant to this Agreement.

10. SUBCONTRACTING. Neither party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other party.

11. SCOPE. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

12. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. The County may provide similar services to other entities; provided that the County must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

13. CUMULATIVE REMEDIES. No provision of this Agreement precludes either party from pursuing any other remedies provided by law.

14. SEVERABILITY. The provisions of this Agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COUNTY:

LOUDON COUNTY, TENNESSEE

By: _____
Mayor

Attest:

County Clerk

CITY:

CITY OF PHILADELPHIA, TENNESSEE

By: _____
Mayor

Attest:

City Recorder

**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

**RESOLUTION AUTHORIZING INTERLOCAL
AGREEMENT FOR BUILDING CODE ADMINISTRATION AND
ENFORCEMENT WITH THE CITY OF GREENBACK, TENNESSEE**

WHEREAS, *Tennessee Code Annotated* §12-9-108 authorizes public agencies to “...contract with any one (1) or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract...;” and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the “Resolution”), the Loudon County Board of Commissioners adopted the 2018 International Building Code (“IBC”), the 2018 International Residential Code (“IRC”), the 2018 International Mechanical Code (“IMC”), the 2018 International Plumbing Code (“IPC”), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the “Codes”); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with *Tennessee Code Annotated* § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City of Greenback, Tennessee (“the City”) has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, in order to better serve its present and future needs; and

WHEREAS, Loudon County, Tennessee (“the County”) employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, the County currently provides such services for the City; and

WHEREAS, the State of Tennessee, Department of Commerce and Insurance, has requested the City and County enter into the Interlocal Agreement for Building Code Administration and Enforcement attached as Exhibit A; and

WHEREAS, the City and County desire to enter into said agreement pursuant to this request in order to formalize and memorialize their agreements with respect to the County providing such services to the City.

NOW THEREFORE, BE IT RESOLVED, by the Loudon County Board of Commissioners, in regular session assembled this ____ day of _____, 2023, that the County Mayor is authorized to enter into the Interlocal Agreement for Building Code Administration Enforcement with the City of Greenback, Tennessee, in the form attached hereto as Exhibit A to this resolution.

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

ATTEST:

Riley Wampler, County Clerk

APPROVED:

Rollen (Buddy) Bradshaw, Mayor

Henry Cullen, Chairman, Loudon County, Tennessee
Board of Commissioners

**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

**RESOLUTION AUTHORIZING INTERLOCAL
AGREEMENT FOR BUILDING CODE ADMINISTRATION AND
ENFORCEMENT WITH THE CITY OF PHILADELPHIA, TENNESSEE**

WHEREAS, *Tennessee Code Annotated* §12-9-108 authorizes public agencies to “...contract with any one (1) or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract...;” and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the “Resolution”), the Loudon County Board of Commissioners adopted the 2018 International Building Code (“IBC”), the 2018 International Residential Code (“IRC”), the 2018 International Mechanical Code (“IMC”), the 2018 International Plumbing Code (“IPC”), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the “Codes”); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with *Tennessee Code Annotated* § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City of Philadelphia, Tennessee (“the City”) has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, in order to better serve its present and future needs; and

WHEREAS, Loudon County, Tennessee (“the County”) employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, the County currently provides such services for the City; and

WHEREAS, the State of Tennessee, Department of Commerce and Insurance, has requested the City and County enter into the Interlocal Agreement for Building Code Administration and Enforcement attached as Exhibit A; and

WHEREAS, the City and County desire to enter into said agreement pursuant to this request in order to formalize and memorialize their agreements with respect to the County providing such services to the City.

NOW THEREFORE, BE IT RESOLVED, by the Loudon County Board of Commissioners, in regular session assembled this ____ day of _____, 2023, that the County Mayor is authorized to enter into the Interlocal Agreement for Building Code Administration Enforcement with the City of Philadelphia, Tennessee, in the form attached hereto as Exhibit A to this resolution.

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

ATTEST:

Riley Wampler, County Clerk

APPROVED:

Rollen (Buddy) Bradshaw, Mayor

Henry Cullen, Chairman, Loudon County, Tennessee
Board of Commissioners

**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

**RESOLUTION AUTHORIZING INTERLOCAL
AGREEMENT FOR BUILDING CODE ADMINISTRATION AND
ENFORCEMENT WITH THE CITY OF GREENBACK, TENNESSEE**

WHEREAS, *Tennessee Code Annotated* §12-9-108 authorizes public agencies to “...contract with any one (1) or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract...” and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the “Resolution”), the Loudon County Board of Commissioners adopted the 2018 International Building Code (“IBC”), the 2018 International Residential Code (“IRC”), the 2018 International Mechanical Code (“IMC”), the 2018 International Plumbing Code (“IPC”), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the “Codes”); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with *Tennessee Code Annotated* § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City of Greenback, Tennessee (“the City”) has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, in order to better serve its present and future needs; and

WHEREAS, Loudon County, Tennessee (“the County”) employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, the County currently provides such services for the City; and

WHEREAS, the State of Tennessee, Department of Commerce and Insurance, has requested the City and County enter into the Interlocal Agreement for Building Code Administration and Enforcement attached as Exhibit A; and

WHEREAS, the City and County desire to enter into said agreement pursuant to this request in order to formalize and memorialize their agreements with respect to the County providing such services to the City.

NOW THEREFORE, BE IT RESOLVED, by the Loudon County Board of Commissioners, in regular session assembled this ____ day of _____, 2023, that the County Mayor is authorized to enter into the Interlocal Agreement for Building Code Administration Enforcement with the City of Greenback, Tennessee, in the form attached hereto as Exhibit A to this resolution.

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

ATTEST:

Riley Wampler, County Clerk

APPROVED:

Rollen (Buddy) Bradshaw, Mayor

Henry Cullen, Chairman, Loudon County, Tennessee
Board of Commissioners

**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

**RESOLUTION AUTHORIZING INTERLOCAL
AGREEMENT FOR BUILDING CODE ADMINISTRATION AND
ENFORCEMENT WITH THE CITY OF PHILADELPHIA, TENNESSEE**

WHEREAS, *Tennessee Code Annotated* §12-9-108 authorizes public agencies to “...contract with any one (1) or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract...” and

WHEREAS, pursuant to Resolution 060523-A, dated June 16, 2023 (the “Resolution”), the Loudon County Board of Commissioners adopted the 2018 International Building Code (“IBC”), the 2018 International Residential Code (“IRC”), the 2018 International Mechanical Code (“IMC”), the 2018 International Plumbing Code (“IPC”), the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Energy Conservation Code, and the ICC A117.1-2017 (collectively, the “Codes”); and

WHEREAS, the Resolution provides that the Codes are applicable in the unincorporated areas of Loudon County, and, in accordance with *Tennessee Code Annotated* § 5-20-106, within any incorporated area of the County which have not adopted their own codes regulating the same subject areas; and

WHEREAS, the City of Philadelphia, Tennessee (“the City”) has not adopted its own codes regulating the same subject areas, and therefore is in need of services relating to the administration and enforcement of the Codes within the incorporated areas of the City, in order to better serve its present and future needs; and

WHEREAS, Loudon County, Tennessee (“the County”) employs a building inspector with sufficient qualifications to provide such services to the City; and

WHEREAS, the County currently provides such services for the City; and

WHEREAS, the State of Tennessee, Department of Commerce and Insurance, has requested the City and County enter into the Interlocal Agreement for Building Code Administration and Enforcement attached as Exhibit A; and

WHEREAS, the City and County desire to enter into said agreement pursuant to this request in order to formalize and memorialize their agreements with respect to the County providing such services to the City.

NOW THEREFORE, BE IT RESOLVED, by the Loudon County Board of Commissioners, in regular session assembled this ____ day of _____, 2023, that the County Mayor is authorized to enter into the Interlocal Agreement for Building Code Administration Enforcement with the City of Philadelphia, Tennessee, in the form attached hereto as Exhibit A to this resolution.

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

ATTEST:

Riley Wampler, County Clerk

APPROVED:

Rollen (Buddy) Bradshaw, Mayor

Henry Cullen, Chairman, Loudon County, Tennessee
Board of Commissioners