

COUNTY COMMISSION MEETING--PUBLIC HEARING

JANUARY 9, 1995

1. Roberson Springs Zoning Resolution:

Public Hearing-A Resolution pursuant to Tenn. Code Annotated 13-7-105 amending the Zoning Regulation of Loudon County, Tennessee, Article 5, Section 5.043, R-1, Suburban Residential District, E. Dimensional Regulations.

A. Visitors Comments--Mr. Stephen Anderson (Speaking for Roberson Springs Neighborhood Association)

CALL TO ORDER (Call to order, Invocation, Roll Call)

2. Reading and acceptance of Minutes:

A. Correction of November 7, 1994 (2nd. Correction)

B. Correction of December 5, 1994

C. Approval of minutes of Nov. 21, 1994 deferred

3. On issues of Visitors Comments, none wished to speak.

4. Program presented by Steekee School teacher and students.

5. Pat Phillips report: A Resolution to Tennessee Code Annotated 13-7-105 Amending the Zoning Resolution of Loudon County, Tennessee, Article 5, Section 5.043.R-1, Suburban Residential District, E. Dimensional Regulations. Approved with amendment.

6. Commissioner Duff--Concerns and Proposal of Resolution for Old Eaton's Gym.

7. Approval and Proposed Draft of Resolution of GIS Mapping.

8. Mr. Miller's report on Old National Guard Armory Building.

9. Report of Committee investigating possibility of City/County Conference.

10. Resolution permitting person(s) to purchase from the State of Tennessee, Surplus Property Agency.

11. Doug Lawrence, Building Commissioner's report.

12. Report of Ms. Nancy Richesin (Dir. of Budget and Accts)

13. Report of Howard Luttrell (Purchasing Agent)

14. Report of Doug Berry (Industrial Rec.)

15. Election of Notaries

16. Attempt to set Workshop date.

17. Adjournment

COUNTY COMMISSION MEETING--PUBLIC HEARING

JANUARY 9, 1995

A Public Hearing was held at the Loudon County Courthouse on January 9, 1995 at 7:00 P.M. for the purpose of:

1. A Resolution pursuant to Tennessee Code Annotated 13-7-105 amending the Zoning Resolution of Loudon County, Tennessee, Article 5, Section 5.043, R-1, Suburban Residential District, E. Dimensional Regulations.

Res.  
Roberson Sp  
Area

1-A  
S. Anderson  
speaks

Mr. Stephen Anderson, Attorney, attended the hearing to speak on behalf of Roberson Springs Neighborhood Association. Mr. Anderson raised concerns over the proposed Amendment relating to the minimum square feet lot requirement of 15,000 sq. ft. He was concerned because the plans had not specified how this extra 5,000 sq. ft. per acre of land was to be used, or whose responsibility it was to maintain it. He was also concerned about the density of land use for this area. At his request a number of persons raised their hands to show support.

No one else wished to speak.

COUNTY COMMISSION MEETING

Be it remembered that the Loudon County Legislative Body met in regular session on January 9, 1995, with the Chairman, Roy Bledsoe presiding, County Court Clerk, Riley D. Wampler, and County Executive George Miller were present whereupon Sheriff Tim Guider opened court, led the Pledge of Allegiance to the Flag, and introduced Mr. Howard Luttrell, who gave the Invocation.

On Roll Call the following Commissioners were present:

Bledsoe	Maples	Park
Bivens	Ledbetter	Duff
Randolph	Masingo	Twiggs

2.  
Acc. of (A)  
Min. -Co.  
Comm. Meet.  
Corr. of  
11-7-94 Min

Commissioner Bivens again asked for a correction to the correction of November 7, 1994, County Commission Meeting which was:

"I (Com. Bivens) objected to a vote being taken to pay TVA \$50,000-plus dollars to lift its flowage easement as illegal because the flowage easement issue was not on the agenda. County attorney Harvey Sproul took a recess to decide the legality of the vote. He said since I had not made the agenda-objection before the vote, he thought the vote was legal, based on current commission rules and procedures."

She also asked this correction be made on the minutes of December 5, 1994, as follows:

2-B  
Correction  
of 12-5-94  
Minutes

"I (Com. Bivens) cited the Sugar Limb Industrial Committee for violating the Sunshine Law because the times, dates and places are not and have not for a very long time, maybe never, been made available to the public nor rank and file county commissioners who are not members of the committee."

Commissioner Bivens asked that these corrections be approved and made the motion, which was seconded by Commissioner Randolph. The motion passed by majority vote.

2-C  
No action  
on min. of  
11-21-94

The motion made by Commissioner Park and seconded by Commissioner Masingo that the minutes of November 21, 1994, be approved, failed to pass (some members had not received minutes).



3. **Visitors inv. to speak** Chairman Bledsoe asked if anyone wished to address the Commission with issues on the agenda, or issues not on the agenda, but no one came forward to speak.

4. **Students & tea. from Steekee Sch.** Mr. Hank McGhee, Loudon County Schools, introduced Ms. Betty Wright, and four of her students from Steekee School. They gave an entertaining performance about "Taking Control to Reach Goals".

5. **Res. Amend. Zon. Res. of Lou. Co.-Ar. 5,s. 5.403 R-1, Sub. Re. Dis. E. Dim. Reg.** Chairman Bledsoe asked that the Planning Commission be moved up on the agenda, if no one objected. Pat Phillips, Director of Planning and Community Development, presented the following Resolution for consideration:

"A Resolution pursuant to Tennessee Code Annotated 13-7-105 Amending the Zoning Resolution of Loudon County, Tennessee, Article 5, Section 5.043.R-1, Suburban Residential District, E. Dimensional Regulations."

Commissioner Park made the motion to accept the Resolution and Commissioner Duff seconded the motion. Commissioner Randolph asked that the Resolution be amended to exclude the first and fourth Civil District up to the Tennessee River and to the Little Tennessee River, Commissioner Twiggs seconded Mr. Randolph's motion. The amendment--Roll Call results:

Bledsoe	yes	Maples	yes	Park	yes
Bivens	yes	Ledbetter	yes	Duff	yes
Randolph	yes	Masingo	yes	Twiggs	yes

Roll Call vote for the Resolution with the Amendment:

Bledsoe	yes	Maples	yes	Park	yes
Bivens	yes	Ledbetter	yes	Duff	yes
Randolph	yes	Masingo	yes	Twiggs	yes

The Amended Resolution is included as # 1-9-95 Exhibit A.

6. **Proposed Resolution-Old Eaton's Gym** Commissioner Duff addressed the Commission with his concerns about the Old Eaton's Gym, adjacent to the new National Guard Armory, which is located in the fifth district. Commissioner Duff pointed out that he is aware the building is now on federal property, but the building has fallen into a state of disrepair and has become an eyesore to the community. Mr. Miller, County Executive, suggested a Resolution be drawn up and presented at the next County Commission Meeting asking the Tennessee National Guard to address the problem. Commissioner Park made the motion that the Resolution be drawn up and Commissioner Duff seconded the motion. Commissioner Park also requested that a copy of the Resolution be sent to: Adjutant General Jones, National Guard, State Senator Jeff Miller, Representative Doug Gunnels, and Govenor-Elect Don Sunquist. Roll call results on the motion to draft and send a Resolution (which is to be presented at the next County Commission) are:

Bledsoe	yes	Ledbetter	yes	Park	yes
Randolph	yes	Masingo	yes	Duff	yes
Bivens	yes	Maples	yes	Twiggs	yes

7. **Approval and Prop. draft pf Resolution-GIS Mapping** Mr. Miller, County Executive, asked that the Commission consider approving the requests of the Budget and Capital Projects Committees on the GIS mapping of Loudon County. Under their recommendations the County would contribute no more than \$80,000 to the project. This is contingent on Loudon Utility Board and Lenoir City Utility Boards agreeing to participate and help fund the remaining (approximately) 87% of the project. The motion was made by Commissioner Park, and seconded by Commissioner Ledbetter: To accept funding the GIS Mapping of Loudon County, up to \$80,000 (5 year payoff @ \$17,000 per year), contingent on the Lenoir City Utility Board and Loudon Utility Board's

participation, prior to their agreement with the County. Loudon County is to receive a pro-rated percentage of any revenues received. Mr. Miller is to be given permission to sign this Resolution once it has been drafted.

The results of the roll call vote:

Bledsoe yes	Ledbetter yes	Park yes
Bivens no	Masingo yes	Duff yes
Maples yes	Randolph yes	Twiggs yes

The Resolution drafted is hereby included as # 1-9-95  
Exhibit 13.

8.  
Report on  
Old National  
Guard  
Armory  
Property

Mr. Miller gave a report on the old National Guard Armory Building, located on Broadway in Lenoir City. He reported the property has been appraised by Mr. Mike Duncan, a real estate broker in Loudon County. The appraised value of the property is \$100,000 (there are 4.6 acres of land with the building). Mr. Miller reported that the Capital Projects Committee and Budget Committee had discussed this issue. He reminded the Commission of the approved contract between the State of Tennessee and Loudon County. The contract states that the first \$25,000 received from the sale of the property is to belong to the City of Lenoir City, the second \$25,000 is to belong to the County, with any remaining monies are to be divided equally between Lenoir City and Loudon County. Mr. Miller stated that the building could be used by the County for a maintenance facility, additional possible offices, and storage space. The Tennessee National Guard has yet to relinquish the building to the County. Mr. Miller reported that he has corresponded with the National Guard, but has not received a response. Various members of the Commission expressed concerns and had comments about the disposition of the building. Commissioner Ledbetter made the motion, and Commissioner Park seconded the motion, that they would meet Sunday, January 15, 1995, at 2:00 P.M. at the Armory to tour the facility. All voted in favor.

9.  
Discussion  
of City/  
County  
Conference

Mr. Miller asked for a report from Commissioner Park, Chairman of a committee formed to study the feasibility of a City/County Conference. Commissioner Park proposed that the Commission, the Lenoir City and Loudon City Councils, and other selected individuals, attend a conference at the Pigeon Forge Holiday Inn, on February 10-11, 1995. Commissioner Bivens then stated her position: that the meeting should be held in the County and open to the public. She made a motion that the County Commission first hold a workshop to decide whether we participate in a City/County conference, and that we (Commission) decide where the meeting will be held (somewhere in the County), and then issue them an invitation. The motion was seconded by Commissioner Twiggs. On roll call vote the results were:

Bledsoe abstain	Masingo abstain	Park no
Bivens yes	Ledbetter no	Duff no
Randolph yes	Maples yes	Twiggs yes

4 yes, 3 no, 2 abstain, motion failed

Commissioner Park made the motion that the Conference be held at the Holiday Inn in Pigeon Forge, on February 10-11-12, 1995. The motion was seconded by Commissioner Ledbetter. The results of the roll call vote:

Bledsoe yes	Masingo abstain	Duff yes
Bivens no	Ledbetter yes	Park yes
Randolph no	Maples no	Twiggs no

4 yes, 4 no, and 1 abstain, motion failed



10. Resolution Approving Person(s) to purchase State of TN. Surplus Property Agency Mr. Miller presented a Resolution to approve designated person(s) to be permitted to purchase from the State of Tennessee, Surplus Property Agency. The person authorized to purchase at the present time are: Mr. George Miller, Mr. Don Palmer, Mr. Howard Luttrell, Mr. Tim Guider, and Mr. Bobby Lewis. Mr. Miller pointed out that others could be added at a later date. Commissioner Masingo made the motion to approve this Resolution, with Commissioner Randolph seconding the motion. All commissioners voted in favor of the Resolution. It is hereby included as # 1-9-95 Exhibit C.

11. D. Lawrence Bld. Comm. Report Doug Lawrence, Building Commissioner, gave this report:  
December 94  
Permits-----37 Est. Value-----1,163,000  
Fees-----\$2,430.20 New Taxes-----\$7,267  
  
Totals for 1994  
Number of permits----552 Est. Value----\$26,942,000.  
Fees Coll.-----\$43,325.36 New Taxes-----\$166,968

12. N. Richesin Report Ms. Nancy Richesin, Dir. of Budget and Accounts, had no report.  
13. H. Luttrell Report Mr. Howard Luttrell, Purchasing Agent, had no report.

14. D. Berry Report Mr. Doug Berry, Ind. Developer, had no report.

15. Notaries These notaries were presented for Election:  
C. Darlene Ballinger  
Melissa J. Lane  
Johnny Allen Garren  
Larry D. Click  
Kenneth G. Wilson  
Commissioner Masingo made the motion that these be approved, seconded by Commissioner Duff. All voted in favor.

16. Attempt to set Workshop Mr. George Miller asked that a workshop date be set, sometime before the next County Commission Meeting. Commissioner Park made the motion that a meeting be held following the tour of the Nat. Guard Armory on Sunday, January 15. Commissioner Twiggs seconded the motion. The results of a roll call vote:  
Bledsoe yes Ledbetter yes Park abstain  
Bivens no Masingo no Duff no  
Randolph no Maples yes Twiggs yes  
The results were: 4-yes, 4 no, 1 abstain, the motion failed to pass.

17. Adjournment Commissioner Park made the motion to adjourn, Commissioner Duff seconded the motion.

RESOLUTION NO. 1-9-99 Exh = A

**A RESOLUTION PURSUANT TO TENNESSEE CODE ANNOTATED 13-7-105 AMENDING  
THE ZONING RESOLUTION OF LOUDON COUNTY, TENNESSEE ARTICLE 5, SECTION  
5.043. R-1, SUBURBAN RESIDENTIAL DISTRICT, E. DIMENSIONAL REGULATIONS**

**WHEREAS,** the Loudon County Commission, in accordance with Chapter Four, section 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 Loudon County Regional Planning Commission has forwarded its recommendation regarding the amendment of the Zoning Resolution of Loudon County, Tennessee, and the necessary public hearing called for and held, and

**WHEREAS,** properties have unique physical constraints, such as shape, size, and natural resources and features which effect the intensity and manner of development, and

**WHEREAS,** opportunities exist to enhance developments through clustering which permits more flexibility in design which take into consideration the uniqueness and individuality of property.

**NOW THEREFORE BE IT RESOLVED** that the Zoning Resolution of Loudon County, Tennessee be amended by incorporating the following provisions into Article 5, Zoning Districts, Section 5.043. R-1, Suburban Residential District subsection E. Dimensional Regulations, 4. Land Area to include ( b.) Cluster development Option.

**b. Cluster Development Option**

**Purpose:** The cluster development option is established to encourage clustering of residential development promoting more creative design options based on the size, shape, natural resources of a site; constraints which have direct implications for development. The primary purpose of the option is to maintain open space, preservation of natural environmental features and enhance design which may not be practical under traditional development standards. This option shall not apply within the 1st. and 4th. Civil Districts up to the Tennessee River and Little Tennessee River which are primarily rural in character.

**Objectives:**

- \*Maintain the same density standards of the district
- \*Promote connection to public sewage systems to reduce environmental impacts
- \*Reduce construction and maintenance costs (public & private)
- \*Enhance opportunities for creative design
- \*Encourage design which utilizes open space as part of the development

Exh - A

Requirements: The following general requirements are established for developments utilizing the cluster development option:

- \* Minimum lot area shall not be less than 15,000 sq.ft.
- \* Required connection to public sewage system
- \* Establishment of association/ entity to supervise and maintain open space
- \* Open space shall be integrated throughout the development, including sensitive environmental areas and identified as part of the subdivision approval process
- \* Open space shall not be platted for development and shall generally serve as a buffer from adjoining land uses and lots within the development
- \* Minimum setback requirements: front 25', side 15', rear 20'
- \* Minimum lot width at the building setback line shall not be less than 100'
- \* Paved sidewalks, not less than 4' in width and located not less than 6' from the edge of the roadway
- \* Density shall be based on the total developable land area less 20% for infrastructure. The total number of lots or density shall be determined based on a 20,000 sq. ft. scenario.

NOW THEREFORE BE IT FINALLY RESOLVED that this resolution be adopted the public welfare requiring it.

\_\_\_\_\_  
COUNTY EXECUTIVE

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

January 9, 1994  
DATE ADOPTED

*Wfch = A*



INTERLOCAL GOVERNMENTAL AGREEMENT  
AMONG THE LOUDON UTILITIES BOARD, THE LENOIR CITY UTILITIES  
BOARD, AND LOUDON COUNTY, FOR THE FORMATION OF A  
GEOGRAPHIC INFORMATION SYSTEM

THIS AGREEMENT made and entered into on this the 13th day of February, 1995, among the LOUDON UTILITIES BOARD (LUB), an agency of the City of Loudon; the LENOIR CITY UTILITIES BOARD (LCUB), an agency of the City of Lenoir City; and LOUDON COUNTY (COUNTY), a political subdivision of the State of Tennessee, all of which may hereinafter be referred to as Parent Boards.

W I T N E S S E T H

WHEREAS, the parties hereto over a period of time have studied and determined the strong desirability of entering into a geographic information mapping system program which would, among other things, locate the boundaries of every parcel of property in Loudon County, provide the two utility systems with accurate location of utility lines, etc., provide detailed and accurate tax maps for Loudon County property assessment procedures, assist the planning and economic development department, provide emergency response maps for the E-911 system; and

WHEREAS, the governing bodies of all three parties to this agreement now have approved the expenditure of the necessary funds and the entering into an agreement for the development and operation of a Geographic Information System (GIS); and

WHEREAS, it is desirable and necessary for the parties to establish a governing board to oversee the development, operation, and maintenance of the system;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is agreed between the parties as follows:

1. PURPOSE: A governing board is hereby established which will operate and maintain the Geographic Information System (GIS), set fee schedules for the sale of the maps, establish the

*Expt-B*



process, guidelines and cost for the provision of such maps to other requesting parties, and generally be responsible for all matters concerning the system, except as limited herein.

2. NAME: The name of the body which will oversee the GIS system is the Loudon County Geographic Information System Board (LCGISB).

3. JURISDICTION: The Loudon County Geographic Information System Board shall have the purpose, authority and responsibility for the overall development, supervision and maintenance of a computerized mapping system, including the establishment of all policies and procedures, subject to the provisions of the within Agreement.

4. ORGANIZATION OF THE GOVERNING BOARD:

a. The Loudon County Geographic Information System Governing Board (LCGISB) shall be composed of seven (7) members as follows:

- (1). General Manager, or designee, LUB;
- (2). Member selected by LUB;
- (3). General Manager, or designee, LCUB;
- (4). Member selected by LCUB;
- (5). Loudon County Executive, or designee;
- (6). Member selected by the Loudon County Commission;
- (7). Loudon County Property Assessor, or designee.

b. Term of Office:

- (1). The members elected by LUB, LCUB and the Loudon County Commission shall serve a term of three (3) years, the first term to begin effective March 1, 1995.
- (2). If a LCGISB member is also serving as a member of the parent Board or County Commission, or is an employee of the parent Board, such person shall vacate the position upon termination of that relationship with the parent Board or

Exhibit-B

County Commission, with a new member to be appointed by the parent Board or County Commission to serve out the term of the vacating member.

c. Ex-Officio Members:

(1) The Loudon County Emergency Communications District shall have one (1) ex-officio board member (without vote) by virtue of the initial Forty-Five Thousand Dollar (\$45,000.00) contribution to the development of the system as a part of the Loudon County contribution;

(2) In addition, LCGISB may designate additional ex-officio (without vote) members.

d. LCGISB is authorized to adopt its own rules of organization and procedure, limited only by the provisions of this Agreement.

e. After four (4) years, LCGISB shall review this agreement, and by unanimous agreement of the parties, this agreement may be revised.

5. RIGHT TO USE SYSTEM:

a. All parties to this Agreement and Loudon County Emergency Communications District, by right of their original capital contributions, shall have a right to the use of the system and the obtaining and transfer of digital data and vectored maps without additional charge. Information and data obtained by any party, including LCECD, separately and used in conjunction with the system shall be available to the other parties to this Agreement. It is agreed that data entries by all parties shall be completed in a timely fashion and such collected data by a party must be exchanged with all other parties and made a part of the system.

b. LCGISB may accept additional contributions from

Ex-Off = B

other persons or agencies or firms desiring to "buy in" to the system. The costs and rights of such use shall be determined by LCGISB.

c. The parties shall not sell or exchange maps or information except through the Operations Center, and maps or information must be used for each party's own use (which shall include contractors and consultants performing work for a party, and in such case, a signed agreement approved by LCGISB must be signed by such third party, consultant engineer, etc., restricting such use).

6. POWERS, RESPONSIBILITIES, OPERATION:

a. There is hereby granted to the Loudon County Geographic Information System Board all powers necessary or proper for the accomplishment of the purpose of this Agreement (except as otherwise limited by law or by this Agreement).

b. It is contemplated that the Loudon County Assessor of Property will be the custodian of the basic geographic information system, with the Loudon County Assessor of Property to establish an Operations Center and to be responsible for the day-to-day operation and maintenance of the system, consistent with LCGISB procedures and policies.

c. Other powers and responsibilities include:

(1). To contract for the original development of the system, it being understood LCGISB cannot obligate the parties to this Agreement beyond any contributions made into the initial budget of LCGISB, and cannot obligate LUB and LCUB, nor the County to any degree.

(2). To employ other personnel as necessary within the budgetary limits available to the Board, considering the revenues from the sale of maps and services, etc., together with any additional contributions made to the budget of LCGISB.

(3). To contract with such other consultants and professionals as necessary to repair and maintain the system and/or to improve or add to the system within the budget available to LCGISB.



(4). LCGISB shall adopt an annual budget in accordance with the general political subdivision accounting year, projecting the revenues and expenses, and file a copy with the parent boards.

(5). To establish administrative and sale fees for the sale of maps and for the provision of other possible services.

7. FUNDING OF BUDGET:

a. The initial responsibility for contributions for the capital development of the system are as follows:

(1). LUB: \$127,136.66;

(2). LCUB: \$127,136.67;

(3). Loudon County \$127,136.67;

b. The fiscal agent for LCGISB shall be Loudon County;

c. The maintenance of LCGISB records shall be as contracted for or arranged for by LCGISB.

d. Future funding shall be handled through the budget and revenues produced by LCGISB, with any general additional capital contributions by the parties to be by the agreement of all the parties to this Agreement. In this regard special mapping services may be arranged for separately by a party at a party's own expense, but with the resulting information to be available as provided by this Agreement.

d. The Assessor of Property shall receive all applications for maps, data and services, collect the payments and fees as required by LCGISB, and deposit the funds received as provided for by direction of LCGISB.

e. Any portion of the budget funds not used in a fiscal year shall be carried forward to the next fiscal year, and shall be available in the continuing budgetary process of LCGISB.

8. MEETINGS: LCGISB shall meet at least quarterly at a date, place and time it shall select, and may meet more often as it deems necessary.

9. AGREEMENT NOT TO SUE: Each party to this Agreement

agrees not to sue any of the other parties to the Agreement as to any matter arising out of the performance of this Agreement, except in regards to the resale or transfer of LCGISB digital data and/or maps in violation of this Agreement, and in the event suit is brought (in violation of the Agreement) by a party, such party agrees to indemnify LCGISB and/or such party or parties sued for all losses and damages suffered, including costs and attorney's fees. LCGISB, for the purposes of this paragraph, is not considered to be a "party" to this Agreement, and it is contemplated that LCGISB may take any action it deems necessary to enforce this provision of this Agreement and any contract or agreement it makes with third parties.

10. WITHDRAWAL: After four (4) years, any party to this Agreement may, in writing, at least six (6) months prior to a proposed withdrawal date, withdraw from this Agreement. If a separate party elects to withdraw under the provisions of this Agreement, such party shall not be entitled to reimbursement of any kind or a distribution of the withdrawing party's share of any assets the LCGISB may have accumulated.

11. DURATION: This Agreement shall continue until terminated by a unanimous agreement of all parties hereto.

12. TERMINATION: Upon termination, the parties shall distribute all assets in accordance with the agreement of all the parties.

13. COPYRIGHT: The Board shall take all necessary steps to copyright and protect the maps and other writings generated by the system.

14. ADDITIONAL PARTIES: No additional entity can be made a party to this Agreement or become a member of the LCGISB without the written approval of all members to the Agreement.

15. AMENDMENTS: This agreement may be altered or amended by the unanimous agreement of all the parties hereto, which agreement shall not become effective until reduced to writing and executed by the parties.

16. EFFECTIVE DATE: This agreement shall be considered

to be effective as of March 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in triplicate on the day and date first above written.

LOUDON COUNTY, TENNESSEE

BY: George W. Miller  
County Executive

ATTEST:

Ray O. Wampler  
County Clerk

LOUDON UTILITIES BOARD

BY: Eugene L. Lusk  
Chairman

ATTEST:

Stephanie Lawson  
Secretary

LENOIR CITY UTILITIES BOARD

BY: Charles D. Elkh  
Chairman

ATTEST:

Donald R. Loe  
Secretary



Resolution No 1-9-95

Exh - C

RESOLUTION OF GOVERNING BOARD

WHEREAS, the Department of General Services, Property Utilization Division, by authority of the Federal Property and Administrative Services Act of 1949, as amended, makes available federal surplus personal property to public agencies for public purposes and to nonprofit, tax-exempt health and educational institutions, and

WHEREAS, Loudon Co. Government, hereafter referred to as the Applicant, is (Applicant Organization) desirous of utilizing the services and resources of the Department of General Services, Property Utilization Division, hereafter referred to as the State Agency, and

WHEREAS, the Applicant certifies that it is a public agency or nonprofit educational or health institution exempt from taxation under Section 501 of the U.S. Internal Revenue Code of 1954, and

WHEREAS, the Applicant further certifies that the property is needed and will be used for carrying out or promoting for the residents of a given political area one or more public purposes and for no other purpose, or be used for public health or educational purposes including research and for no other purpose, and

WHEREAS, the Applicant agrees that all items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use, and in the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and return said property to the State Agency, as directed, and

WHEREAS, the Applicant further agrees to adhere to any additional periods of restrictions placed on the property by the State Agency which shall include a total period of use restrictions for at least 18 months on all passenger motor vehicles and other items of property with a unit acquisition cost of \$5000 or more; and additional special terms, conditions, reservations and restrictions on aircraft, vessels, special limited or restricted use items, and other items as specified in a Conditional Transfer Document or written on the face of the distribution document, and

WHEREAS, the Applicant further agrees that during the period of restriction, it will not sell, trade, lease, lend, bail, encumber, or otherwise dispose of such property without prior approval of the General Services Administration or the State Agency, and in the event property is so disposed of without prior approval of the General Services Administration or the State Agency, the Applicant will be liable for the fair market value or the fair rental value of such property as determined by the General Services Administration or the State Agency, and

WHEREAS, the Applicant further certifies that it has the necessary funds to pay the handling or service charges or fees assessed by the State Agency and will remit such handling or services charges or fees within 90 days of receipt, and

WHEREAS, it is understood that all property acquired regardless of acquisition cost or service charges will be on an "as is", "where is" basis, without warranty of any kind, and

Exh - C

NAME OF ORGANIZATION	<u>Loudon County Government</u>
ADDRESS	<u>100 River Road</u>
	<u>Loudon, TN 37774</u>
PHONE NUMBER	<u>(615) 458-4663</u>

NOW THEREFORE BE IT RESOLVED THAT:

<u>George M. Miller</u> (Name)	, <u>County Executive</u> (Title)	<u>George M. Miller</u> (Signature)
<u>Don Palmer</u> (Name)	, <u>Highway Supt.</u> (Title)	<u>Don Palmer</u> (Signature)
<u>Howard L. Luttrell</u> (Name)	, <u>Purchasing Agent</u> (Title)	<u>Howard L. Luttrell</u> (Signature)
<u>Tim Guider</u> (Name)	, <u>Sheriff</u> (Title)	<u>Tim W. Guider</u> (Signature)
<u>Robert Lewis</u> (Name)	, <u>Emergency Management Dir.</u> (Title)	<u>Robert Lewis</u> (Signature)

is (are) authorized as a legal representative of this organization and its Governing Board, and its heirs, assigns, and successors forever, to act on its behalf in acquiring federal surplus property and so obligate said organization and Governing Board to the certifications and agreements contained in this document and on the distribution document; and that such person or persons are further authorized, at his or her discretion, to further delegate this authority to any employee of the Applicant for the purpose of acquiring surplus property for use by the Applicant organization, and

That this authorization shall remain in full force and effect until revoked or revised by written notice of the Applicant to the State Agency. It is the responsibility of the Applicant to notify the State Agency of any changes of the above named representatives.

DATE Dec 15, 1995 SIGNED George M. Miller Loudon Co. Executive  
Chief Executive Officer Title

TERM OF OFFICE EXPIRES August 31, 1998

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This authorization or resolution has been adopted by the Governing Board at a regular or called meeting, thereof, held on the 9 day of Jan, 19 95, and has been approved and placed in the minutes of said meeting.

DATE Jan 11, 1995 SIGNED Roy Blanton  
Chairman of the Board

PLEASE RETURN TO: DEPARTMENT OF GENERAL SERVICES  
PROPERTY UTILIZATION DIVISION  
6500 CENTENNIAL BOULEVARD  
NASHVILLE, TN 37243-0543



Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Property Agency on and after October 17, 1977.

Assurance of Compliance with GSA  
Regulations under Title VI of the  
Civil Rights Act of 1964, Section 606  
of Title VI of the Federal Property and  
Administrative Services Act of 1949, as  
amended, Section 504 of the Rehabilitation  
Act of 1973, as amended, Title IX of the  
Education Amendments of 1972, as amended,  
and Section 303 of the Age Discrimination  
Act of 1975.

Loudon County, hereinafter called the "donee," hereby agrees that  
(Name of donee)  
the program for or in connection with which any property is donated to the donee  
will be conducted in compliance with, and the donee will comply with and will re-  
quire any other person (any legal entity) who through contractual or other arrange-  
ments with the donee is authorized to provide services or benefits under said pro-  
gram to comply with, all requirements imposed by or pursuant to the regulations  
of the General Services Administration (41 CFR 101-6.2, or 101-8) issued under the  
provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of  
the Federal Property and Administrative Services Act of 1949, as amended, Section  
504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amend-  
ments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975,  
to the end that no person in the United States shall on the ground of race, color,  
national origin, sex, or age, or that no otherwise qualified handicapped person  
shall solely by reason of the handicap, be excluded from participation in, be denied  
the benefits of, or be subjected to discrimination under any program or activity for  
which the donee received federal assistance from the General Services Administration;  
and Hereby Gives Assurance That it will immediately take any measures necessary to  
effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the  
provisions of said regulations; that this agreement shall obligate the donee for the  
period during which it retains ownership or possession of any such property; that  
the United States shall have the right to seek judicial enforcement in interest of the  
donee and the word "donee" as used herein includes any such successor in interest.

Dated 12/12/94

Loudon County  
Donee

100 River Road

Loudon, TN 37774

BY [Signature]  
(President/Chairman of the Board  
or comparable authorized official)

Donee mailing address

Return to:  
Department of General Services  
Federal Property Section  
6500 Centennial Blvd.  
Nashville, TN 37243-0543

Exp-C

GS-0433



DEPARTMENT OF GENERAL SERVICES  
STATE PERSONAL PROPERTY SECTION  
6500 CENTENNIAL BLVD.  
NASHVILLE, TENNESSEE 37209  
(615) 741-4896

ALL SALES SUBJECT TO PROVISIONS OF TCA 12-241

1. ANY DISPOSAL BEFORE END OF ONE (1) YEAR MUST BE APPROVED BY THE BOARD OF STANDARDS.
2. ANY PROFIT REALIZED FROM ANY DISPOSAL MUST REVERT TO THE STATE.

FOR DEPARTMENT OF GENERAL  
SERVICES USE ONLY

DATE RECEIVED: 1-9-95

APPROVED ☒ DISAPPROVED ☐  
COMMENTS:

### REQUEST TO QUALIFY

#### ORGANIZATION

OR ENTITY: Loudon County Local Government

OFFICIAL: George M. Miller

ADDRESS: 100 River Road #106

TITLE: County Executive

Loudon, TN 37774

PURCHASE ORDERS ARE X ARE NOT ☐  
ISSUED BY ENTITY

TELEPHONE: (615) 458-4663

#### AUTHORIZED PURCHASERS (Print or Type):

George M. Miller, County Executive

Don Palmer, Highway Supt.

Howard L. Luttrell, Purchasing Agent

Tim Guider, Sheriff

#### SIGNATURES:

George M. Miller  
Don Palmer  
Howard L. Luttrell  
Tim W. Guider

I HEREBY REQUEST THAT OUR ENTITY BE PLACED ON THE LIST OF ELIGIBLE PURCHASERS OF STATE SURPLUS PROPERTY AND AGREE THAT ALL PURCHASES MADE WILL BE FOR THE USE OF AN ELIGIBLE ENTITY AND FOR NO OTHER. I CERTIFY THAT OUR ENTITY IS FINANCIALLY OBLIGATED FOR ALL PURCHASES MADE BY THOSE AUTHORIZED ABOVE TO DO SO AND WILL BE PAID FOR PROMPTLY.

I UNDERSTAND THAT ALL AUTHORITY TO PURCHASE PROPERTY BY THOSE LISTED ABOVE CEASES AT THE EXPIRATION OF MY TERM LISTED BELOW AND MUST BE RENEWED BY THE INCOMING OFFICIAL.

George M. Miller  
Signature of Organization Official

County Executive

Title of Official

Term of office expires: August 31, 1998

Authorities, Boards, Commissions or Agencies under the authority of a city, town or county government must also complete the following and have signed by the chief executive:

I HEREBY CERTIFY THAT THE Loudon County Local Government (NAME OF ENTITY)

HAS BEEN AUTHORIZED BY Loudon County Commission (NAME OF CITY OR COUNTY) TO CONDUCT ITS ACTIVITIES ON A NON-PROFIT BASIS FOR A PUBLIC PURPOSE. I UNDERSTAND THAT ALL AUTHORITY TO PURCHASE PROPERTY BY THOSE LISTED ABOVE CEASES AT THE EXPIRATION OF MY TERM LISTED BELOW AND MUST BE RENEWED BY THE INCOMING OFFICIAL.

George M. Miller  
Signature of City or County Chief Executive

Term of office expires: August 31, 1998

~~ALL APPLICATIONS MUST BE NOTARIZED~~

STATE OF TENNESSEE

COUNTY OF Tennessee

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED, THIS THE

15<sup>th</sup> DAY OF December, 1994.

Patricia T. Clark NOTARY

MY COMMISSION EXPIRES: Feb 21, 1995

RESCUE ORGANIZATIONS MUST ATTACH COPIES OF THEIR CHARTER AND CERTIFICATE OF MEMBERSHIP IN THE TENNESSEE ASSOCIATION OF RESCUE SQUADS.

Exp = C