

PUBLIC HEARING--COUNTY COMMISSION MEETING
APRIL 3, 1995

1. Adoption of minutes of March 13, 1995.
2. Highland Park School presents program.
3. Citizens speak
4. Action on Smoking Policy in County Buildings deferred.
5. TRDA proposal--Clear Creek Recreation Area--hearing date announced.
6. Agreement in Lieu of Taxes/Overlook Senior Citizens Housing of Loudon County. Committee appointed to make recommendations.
7. Appointment of David Read to the Cable Television Authority.
8. Finalized GIS Agreement approved.
9. Appointment to new GIS Board named.
10. ADA Co-Ordinator report
11. Report from Constable Committee
12. Motion of Intent--additional Phone lines-Justice Center
13. Report--Litter Control Board
14. Report--Constable issue.
15. Approval of Resolution--Sixth District Overlay issue.
16. Commissioner Randolph--report on "committees".
17. Nancy Richesin--Director of Budget and Accounts:
(A) Plans for 1995-96 County Budget
(B) Approval to install windows in basement of Courthouse Annex.
(C) Permission to pursue plans to borrow \$500,000. for School System.
18. Mr. Pat Phillips, Office of Planning and Community Development, presented this Resolution, which was approved.
(A.) The Resolution was an amendment to the Zoning Resolution adding Erosion and Sedimentation Control to section 13-7-105, Tennessee Code Annotated).

(B.) Mr. Pat Phillips, Office of Planning and Community Development, Amendment to the Zoning Resolution, Article 4, Supplementary Provisions Applying to Specific Districts Pursuant Tennessee Code Annotated 13-7-105, adding Section 4.190. Landfill Site Location and Design Standards. Resolution deferred to Committee.
19. Doug Lawrence, Building Commissioner's report.
20. Howard Luttrell, Purchasing Agent--Lease of Copier--Clerk and Master/Circuit Court Clerk's Office.
21. Approval of Notary
22. Workshop suggested
23. Adjournment

PUBLIC HEARING
COUNTY COMMISSION MEETING

APRIL 3, 1995

A PUBLIC HEARING was held at the Loudon County Courthouse on April 3, 1995, at 7:00 P.M., for the purpose of:

1. Amendment to the Zoning Resolution of Loudon County, Tennessee, Article 4, Supplementary Provisions Applying to Specific Districts pursuant to Tennessee Code Annotated 13-7-105, adding Section 4.180. Erosion and Sedimentation Control.

No one wished to speak on this subject.

2. Amendment to the Zoning Resolution of Loudon County, Tennessee, Article 4, Supplementary Provisions Applying to Specific Districts pursuant to Tennessee Code Annotated 13-7-105, adding section 4.190 Landfill Site Location and Design Standards.

No one wished to speak on this proposed Resolution.

Chairman Bledsoe then declared the Public Hearing over.

COUNTY COMMISSION MEETING

Be it remembered that the Loudon County Legislative Body met in regular session on April 3, 1995, with the Chairman Roy Bledsoe Presiding, County Court Clerk, Riley D. Wampler, and County Executive George Miller were present whereupon deputy Roysdon opened court, scout John Amos led us in the Pledge of Allegiance to the flag, and Gary Amos gave the Invocation.

On Roll Call the following Commissioners were present:

Bledsoe	Maples	Twiggs
Bivens	Ledbetter	Duff
Randolph	Masingo	Park

(1)
Adoption of
minutes--
Co. Comm.
March 13,
1995

Chairman Bledsoe asked for approval of the minutes of the preceding meeting of March 13, 1995, and Commissioner Twiggs asked that this correction be made: item #20--"Nancy Richesin, Director of Budget and Accounts, discussed possible dates for a budget meeting for Monday March 20, 1995, and at the County Executive, George Miller's request, also discussed setting up a Commission Workshop for Wednesday, March 22, 1995." Commissioner Twiggs replied "he could attend the Budget Meeting, but would not be able to attend the Wednesday workshop, no further discussion was made". He then made the motion to amend the minutes with the above statement, which was seconded by Commissioner Randolph. Commissioner Park asked that an amendment be added stating that after the official tape has been heard, if this is reflected, the minutes be amended as requested by Commissioner Twiggs. The Amendment was seconded by Commissioner Twiggs. Voice vote on amendment--motion carried. The results of a voice vote on the motion by Commissioner Twiggs--all voted in favor.

(2) Highland
Park Sch.
Program

Ms. Ruth Brakebill, teacher at Highland Park Elementary School and several of her students, entertained the Commission and visitors with a program on honesty.

(3) Cit. Sp.

At this time Chairman Bledsoe asked if anyone wished to speak on any item on the agenda.

The following persons wished to speak on this subject:
Sixth district overlay adopted on November 21, 1994.

Mr. Bruce Clark, resident of Cattleman's Drive in the sixth district, assured the Commission that the petitions were original and stated the majority of residents were in favor of the overlay.

Ms. Helen Hawk, Cattleman's Drive resident, stated that she defended the petition, and reiterated that residents do not want duplexes built in their neighborhood.

Mr. John Thomason, Martel Estates resident, stated that he drew up the original petition and assured the Commission that each petition clearly stated what area was involved. He said that he petition contained about thirty pages, and apparently some were lost after they were turned over to the Office of Planning and Community Development because the petition now contains about twenty pages, and his signature is not among the documents .

Mr. Wayne Gardin, North Forty Estates resident, stated that he was in favor of the Overlay, and so were the residents of his subdivision. He thinks the proposed development (Condominiums) will devalue their properties.

Mr. Wayne Crull, Developer of other rental units in Loudon County, spoke of the need for rental property.

Proposed Resolution on Sedimentation control.

Mr. Don Burleff, spoke on the proposed Sedimentation Control Resolution, and urged the Commission to pass it.

No one else wished to speak on any other item on the agenda.

No one wished to speak, concerning items not on the agenda.

(4) Smoking
Pol. Action
Deferred

Mr. Miller, County Executive, asked that the Smoking Policy for County Building, be deferred until next meeting. This is due to legislation being proposed that may affect the action.

(5) TRDA
prop. Cl.
Creek Rec.
Area-Hear.
date Ann.

Mr. Miller, noted for the County Commissioners that Mr. Larry Colaw, representative from TRDA was unable to attend, and asked that Mr. Miller present a letter concerning the proposed "Cooper Communities Inc. Proposal to Use Clear Creek Recreation Area for a Community Dock Facility", to members of the County Commission. The letter stated that a Public Hearing will be held on April 18, 1995, at the TRDA Training Center, to consider the proposal. After the hearing, TRDA will confer with TVA regarding the comments received during the public comment period. Mr. Miller states that he will keep the Commission informed.

(6)
Agreement
accepted
In Lieu of
Taxes-
Overlook Sr.
Citizens
Housing--
Committee
Appt.

Mr. Miller then presented Mr. David Tipton, Attorney, who addressed the County Commission concerning his client's proposal, "Agreement in Lieu of Taxes/Overlook Senior Citizens Housing of Loudon County, Inc." Much discussion resulted, and a motion was made by Commissioner Ledbetter that the agreement be approved, with Commissioner Maples seconding the motion. The results of a Roll Call vote being:

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

The results: 8--yes 1--pass. Motion carried

Mr. Miller appointed a committee composed of Commissioner Maples, Attorney Sproul and himself which will discuss the in Leiu of Tax Agreement with Lenoir City's representative. They will meet and make a recommendation to the Budget Committee. The agreement is hereby attached as number 4-395 Exhibit A.

(7)
Att. of
David Read
to Lo. Co.
Cable T.V.
Authority

Consideration of appointment of David Read to the Loudon County Cable Television Authority. The motion to approve his appointment was made by Commissioner Park and seconded by Commissioner Duff. Results of a voice vote--all in favor. Motion carried. Hereby attached as Resolution # 4395 Exhibit B.

(8)
GIS Agree.
finalized

Discussion and possible action of GIS agreement--the Resolution of intent was signed earlier and this will finalize the agreement. The only amount remaining in question is \$2,700.00 from South Central Bell, which is believed to be forthcoming. The motion to approve this Resolution was made by Commissioner Park, and seconded by Commissioner Twiggs. The results of a roll call vote being:

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

8---yes 1---pass Motion carried.
Hereby attached as Resolution # 4395 Exhibit C.

(9)
Appt. to
GIS Board

The GIS Interlocal Agreement allows for the creation of a GIS Board. Mr. Miller suggested the name of Pat Phillips to represent Loudon County Commission as their appointee. Mr. Phillips will serve until he is replaced by the County Commission. The motion he be accepted was made by Commissioner Park, and was seconded by Commissioner Ledbetter. Voice vote indicated all in favor. Motion carried.

(10) ADA
Co-ord. rep.

Mr. Miller gave a report on the subject of hiring an ADA Director. He will return with a recommendation next meeting.

(11) Rep.
on Constable
Comm.

Mr. Miller asked Commissioner Park, the Chairman of the Constable Committee, if any progress had been made in the Constable issue. He reported that progress had been made and hopefully he would have something to report at the next County Commission Meeting.

(12)
Motion-of-
Intent app.
tele. lines
Justice Cen.

Mr. Miller also presented a request for funding for additional telephone lines for the Justice Center. The amount being requested is approximately a one year budget total of approximately \$6,000.00 (E-911 has indicated that they would be willing to fund approximately \$3,000.00 of this proposed amount). Commissioner Twiggs made a Motion-of-Intent to fund up to \$3,000.00 on next year's budget, with Commissioner Duff seconding the motion. Voice vote indicated all in favor. Motion carried.

(13)
Rep. Litter
Cont. Comm.

Mr. Miller asked that the Commissioners have their Litter Control Board appointees, ready to submit by next month's meeting.

(14)
Rep. Lia. Ins
Constbles

Mr. Miller stated that the County liability insurance provider (the County does not currently have this coverage) has submitted charges for liability coverage for the Constables. This was deferred to the Workshop session.

(15)
Res. app.
6th Dis.
Overlay
issue

Overlay issue(passed November 21, 1994), was the next item for discussion. Commissioner Twiggs asked that the Chair not consider any rescinding of that overlay in district six passed on that date. Chairman Bledsoe asked the County Attorney, Mr. Sproul, for his opinion which was: if the Commission voted on a Zoning issue, and it was approved, to legally rescind the

issue, it should be reviewed by the Planning Commission, so that they can review the criteria. Chairman Bledsoe announced that his ruling as Chairman was to send this back to the Planning Commission to review the decision. Commissioner Twiggs made the motion that Chairman Bledsoe's recommendation be accepted, and Attorney Sproul's Resolution presented (Resolution Requesting Loudon County Planning Commission to Review Martel R/E Overlay Zone) be approved. Commissioner Randolph seconded the motion. Voice vote indicated all in favor. Motion carried. Resolution hereby included as # 4395 Exhibit D.

(16) Comm. Randolph Report on Committees

Commissioner Randolph spoke on Committees. He recommended that in order to keep voters informed that :

1. Committees should send a copy of their minutes to to the County Executive's Office. A copy of those minutes will be included in the Commissioner's packets.
2. Names of possible appointees to committees be included in the Commissioner's packets.

Commissioner Randolph made the motion that these be adopted, with Commissioner Twiggs seconding the motion. The results of a voice vote indicated motion carried.

(17) Dir. of Budget & Accts. Rec. A. 1995-96 Budget Plans B. App. to install wind. C. Annex-Bas. (C) Plans to borrow \$500,000-Sch Fund

Nancy Richesin's report--(A)The Budget Committee hopes to have the county budget ready for adoption by July 1, 1995. (B)The County Commissioners (in the workshop session), the Capital Projects Committee, and Budget Committee, would like to recommend that windows be installed in the Courthouse Annex basement, currently under construction. Commissioner Park made the motion that this be approved, and Commissioner Duff seconded the motion. Voice voted indicated all in favor. Motion carried. (C) The school budget needs to borrow approximately \$500,000.00 for renovations to existing buildings and equipment. The payback from this would come from the State Budget--Better Education Fund. The approval from County Commission would give the Loudon County Board of Education the authorization to begin the process of applying for such funding. A formal resolution will be brought back to the Commission for approval. Commissioner Randolph made the motion to approve this, with Commissioner Twiggs seconding the motion. Voice vote indicated all in favor. Motion carried.

(18) Plan. & Comm. Dev. Rep. A. Eros.& Sed. Cont. Resolution Approval

Mr. Pat Phillips, Director of Planning and Community Development had these two Resolutions for approval:
A. Amendment to the Zoning Resolution of Loudon County, Tennessee, Article 4, Supplementary Provisions Applying to Specific Districts pursuant to Tennessee Code Annotated 13-7-105, adding Section 4.180. Erosion and Sedimentation Control.

Mr. Phillips requested this Change: Title B-1A: should say "topographical surveys". Commissioner Park made the motion that it be approved with the condition that the Planning Commission's signature be included on this and future Resolutions, this was seconded by Commissioner Twiggs. Commissioner Randolph also asked that this be added: Number 3: Agriculture Land Management practice such as, plowing, cultivation, grading or clearing (on page 2). Commissioner Twiggs seconded the amendment. On voice vote--all voted in favor. Amendment carried. On the Motion all voted in favor--voice vote. Motion carried. Hereby included as Resolution 4395 Exhibit E.

- B. Consideration of amendment to the Zoning Resolution of Loudon County, Tennessee, Article 4, Supplementary Provisions Applying to Specific Districts Pursuant Tennessee Code Annotated 13-7-105, adding Section 4.190. Landfill Site Location and Design Standards (Approved by the Loudon County Planning Commission).
- (18) B. Landfill Site Loc. and Design St. Resolution-deferred to Committee
- Commissioner Park made the motion that this be put in committee. This was seconded by Commissioner Masingo. On Roll Call vote. The results being:
- | | | | | | |
|----------|-----|-----------|-----|--------|-----|
| Randolph | no | Ledbetter | yes | Duff | no |
| Bivens | no | Masingo | yes | Park | yes |
| Maples | yes | Bledsoe | yes | Twiggs | no |
- The vote was 5--yes, 4--no. Motion carried.
- (19) D. Lawrence report
- Doug Lawrence, Building Commisioner's report:
 March 1995--
 Permits issued--47
 Est. Value-----\$2,282,000.
- Fees Collected-----\$4,309.58
 New Taxes-----\$14,262.00
- (20) H. Luttrell Pur. Agent Lease of Copier
- Howard Luttrell, Purchasing Agent--lease of copier--Office of Clerk and Master/Circuit Court Clerk, for \$155.00 per month, on a 36 month contract. Commissioner Maples made the motion that this be approved, with Commissioner Ledbetter seconding the motion. The results of a roll call vote:
- | | | | | | |
|----------|-----|-----------|-----|--------|-----|
| Bledsoe | yes | Maples | yes | Park | yes |
| Randolph | yes | Masingo | yes | Duff | yes |
| Bivens | yes | Ledbetter | yes | Twiggs | yes |
- All voted in favor. Motion carried.
- (21) Notary App.
- Commissioner Masingo made the motion this notary be approved:
 Benjamin Edward Williams
 Commissioner Maples seconded the motion. Voice vote indicated all voted in favor.
- (22) Workshop proposed
- A Workshop is to be scheduled before the next County Commission Meeting.
- (23) Adjournment
- Commissioner Park made the motion to adjourn at 10:00, with Commisisoner Twiggs seconding the motion.

 Commission Chairman



 County Court Clerk

 County Executive

COOPERATION AGREEMENT
(Private Not-for-Profit Owner)

This Agreement entered into the 9 day of April, 1976, by and between Overlook Senior Citizens Housing of Loudon County (herein called the "Owner") and Loudon County, Tennessee (herein called the "Local Governing Entity"),

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

I. Whenever used in this Agreement:

a. The term "Project" shall mean any housing project acquired by the Owner which is financed by a loan made, insured or guaranteed by a branch, department or agency, of the United States government under § 202 of the Housing Act of 1959 (12 U.S.C. § 1701q), §§ 221, 231 or 236 of the National Housing Act (12 U.S.C. §§ 1715l, 1715v, 1715z-1), or § 8 of the United States Housing Act of 1937, as amended by the Housing and Community Development Act of 1974 (U.S.C., Title 42, § 1437f) as the same shall apply to lower income housing for elderly or handicapped persons as defined by the National Housing Act, the Housing Act of 1959, or the said United States Housing Act of 1937, as amended, who have income not in excess of those limits established by the Department of Housing and Urban Development.

b. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real and personal property taxes or to certify such taxes to a Taxing Body or public officer to be levied or its use and benefit with respect to a Project if it were not exempt from taxation.

c. The term "Shelter Rent" shall mean the total of all amounts payable by all tenants of a Project toward the rents charged for dwelling units and nondwelling units (excluding all other income of such Project), less the costs to the Owner of all dwelling and nondwelling utilities. In the case of all § 8 assisted units, shelter rent is the tenants' share of the § 8 contract rents.

d. The term "Government" shall mean the United States Department of Housing and Urban Development, its successors and assigns.

2. The Owner (a) has obtained or shall endeavor to obtain a loan made or insured by the Government for the financing of the following Project: Overlook Senior Citizens Housing of Loudon County, comprising of twenty (20) units of lower income housing, and (b) agreed to develop, own, and administer such Project which shall be located within the jurisdictional limits of the Local Governing Entity. The obligations of the parties hereto shall apply to such Project.

3. a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body as long as the Owner remains a qualified not-for-profit corporation and so long as there is an unpaid balance outstanding on the aforementioned loan, provided that:

(1) The not-for-profit corporation is first determined to be exempt from federal income taxation by virtue of qualifying as an exempt charitable organization or as an exempt social welfare organization under the provisions of the United States Internal Revenue Code (U.S.C. Title 26) and any amendments thereto; and

(2) The corporation has charter amendments that provide in substance that (a) the directors and officers shall serve without compensation, (b) the corporation is irrevocably dedicated to and operated exclusively for not-for-profit purposes, (c) no part of the income or assets of the corporation shall be distributed to nor inure to the benefit of any individual, (d) in the event of dissolution of the corporation or other liquidation of its assets, the corporation's property shall not be conveyed to any individual for less than fair-market value of such property, and (e) all assets remaining after payment of the corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for not-for-profit purposes similar to those of the corporation.

During such period that the Project is exempt, the Local Governing Entity agrees that it will not impose any real or personal property taxes or special assessments upon such Project or upon the Owner with respect thereto, but the Owner shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) _____ percent (___%) [not to exceed ten percent (10%)] of the Shelter Rent charged by the Owner in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

c. The Local Governing Entity shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body in

excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

d. Upon failure of the Owner to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Owner shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as the Owner remains a qualified not-for-profit corporation and as long as there is an unpaid balance outstanding on the loan, the Local Governing Entity without cost or charge to the Owner or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

a. Furnish or cause to be furnished to the Owner and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the jurisdictional limits of the Local Governing Entity;

b. Accept grants of easements necessary for the development of such Project;

c. Cooperate with the Owner by such other lawful action or ways as the Local Governing Entity and the Owner may find necessary in connection with the development and administration of such Project.

5. If by reason of the Local Governing Entity's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Owner or to the tenants of any Project, the Owner incurs any expense to obtain such services or facilities then the Owner may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Local Governing Entity in respect to the Project. This shall be in addition to any other remedies for default which the Owner may have under the laws of the State of Tennessee, including the right to seek specific performance of this Agreement.

6. No Cooperation Agreement heretofore entered into between the Local Governing Entity and the Owner shall be construed to apply to the Project covered by this Agreement.

7. No member of the governing body of the Local Governing Entity or any other public official of the Local Governing Entity who exercises any responsibilities or functions with respect to the Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with such Project or property. If any such governing body member or such other public official of the Local Governing Entity involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Owner.

8. So long as the loan, in connection with the Project is held or insured by the Government, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Local Governing Entity hereunder shall remain in full force and effect with respect to the Project so long as the title to such Project is held by the Owner or other similar qualified not-for-profit corporation, and as long as there is an unpaid balance on said loan. If at any time title to the Project is held by any other qualified not-for-profit corporation which qualifies for an exemption from taxation under the constitution

and statutes of the State of Tennessee, the provisions hereof shall inure to the benefit of and may be enforced By, such other corporation.

9. Notwithstanding anything to the contrary, this Agreement will remain in effect for only as long as the Owner is entitled to an exemption from real and personal property taxation under the laws of the State of Tennessee and is required by said laws to make Payments in Lieu of Taxes to the Local Governing Entity.

IN WITNESS WHEREOF, the Local Governing Entity and the Owner have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

LOCAL GOVERNING ENTITY:
LOUDON COUNTY, TENNESSEE

BY: _____
TITLE: _____

ATTEST:

Title: County Clerk

OWNER:
OVERLOOK SENIOR CITIZENS HOUSING OF
LOUDON COUNTY

BY: _____
TITLE: _____

ATTEST:

Title: _____

RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR COMMITTEE
APPOINTMENT BY COUNTY EXECUTIVE

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

WHEREAS, an appointment (or appointments) is necessary and/or desirable at this time; and

WHEREAS, the County Executive appoints the following as a member of:

LOUDON COUNTY CABLE TELEVISION AUTHORITY
(Name of Committee or Board)

<u>Appointee</u>	<u>Term Expiration</u>
<u>David Read</u>	<u>12-31-97</u>
_____	_____
_____	_____
_____	_____
_____	_____

NOW, THEREFORE, BE IT RESOLVED that the County Commission in regular session assembled this 3rd day of April, 1995 hereby approves or acknowledges (as appropriate), the said appointment(s).

COUNTY CHAIRMAN

ATTEST:

APPROVED:

COUNTY CLERK

COUNTY EXECUTIVE

The remaining members and their continuing expiration terms for said board or committee are as follows:

<u>Appointee</u>	<u>Term Expiration</u>
<u>Glenn McNish (L.C. Appointee)</u>	<u>12-31-95</u>
<u>Vickie Richie (City of Loudon)</u>	<u>12-31-96</u>
_____	_____
_____	_____
_____	_____

Exhibit B

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

Resolution # 4395

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

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

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

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

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: _____
County Executive

ATTEST:

County Clerk

LOUDON UTILITIES BOARD

BY: _____
Chairman

ATTEST:

Secretary

LENOIR CITY UTILITIES BOARD

BY: _____
Chairman

ATTEST:

Secretary

Exhibit C

LOUDON COUNTY COMMISSION

RESOLUTION NO. 4395

RESOLUTION REQUESTING LOUDON COUNTY PLANNING COMMISSION
TO REVIEW MARTEL R/E OVERLAY ZONE

WHEREAS, on October 13, 1994, the Loudon County Regional Planning Commission considered a rezoning request for property bounded by Martel Road, Shaw Ferry Road, Wilson Road, and Old Midway Road (Martel R/E Overlay Zone) to be zoned as an R-E single family exclusive overlay district; and

WHEREAS, one of the requirements in the Loudon County Zoning Regulations for the consideration by the Planning Commission of a recommendation for an area to be adopted as an overlay district is that a minimum of Seventy-Five Percent (75%) of the owners of property in the covered district request that the rezoning be considered; and

WHEREAS, the minutes of the Loudon County Regional Planning Commission indicate as follows:

"Staff stated that a minimum of 75% participation is needed for a request to be considered. A motion was made by Commissioner Parris to approve the request contingent upon the verification of signatures and the minimum 75% being met"

which motion was adopted; and

WHEREAS, on November 21, 1994, at a special called meeting of the County Commission, the report of the Planning Commission was made recommending the overlay zone be adopted by the Loudon County Commission, which motion was made and adopted unanimously (Masingo absent). (Resolution No. 11-21-94 Exhibit A); and

WHEREAS, a developer has become interested in undertaking a certain residential development on a tract of property located in the new zone, which development would appear to be prohibited by the provisions of the overlay zone, and upon inspection of the petition alleged to be signed by at least 75% of the property owners it is the developer's contention that substantially less than the 75% required approvals were obtained and presented to the planning commission, it being the further contention of the developer that the approval of the Martel R/E zone accordingly was

Exhibit D

not proper, and that the provisions of that new zone are not effective or legal; and

WHEREAS, the Loudon County Commission feels that there is evidence supporting this contention that at least 75% of the owners did not sign the petition, and that the lack of that percentage of signatures could have made a difference as to whether or not the County Commission would have voted to approve the new overlay district; and

WHEREAS, the County Commission feels the Loudon County Planning Commission should be allowed to review the action it took in making the recommendation to the County Commission, and upon review of its previous action to make a recommendation to the County Commission as to what action the County Commission should take concerning the Martel R/E Overlay Zone.

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled on this 3rd day of April, 1995, that the Loudon County Regional Planning Commission is requested, in accordance with the premises herein, to review its previous action in recommending to the County Commission that the Martel R/E Overlay Zone be adopted, with a particular finding being requested as to whether or not the requirement was met that 75% of the owners requested the new zone; and further that the Loudon County Planning Commission then make a recommendation to the County Commission as to the zoning classification for the Martel R/E Overlay area.

PRESENTED:

ADOPTED:

Commissioner Twigg
Motion

COUNTY CHAIRMAN

Commission Randolph
Second

APPROVED:

COUNTY EXECUTIVE

ATTEST:

COUNTY CLERK

RESOLUTION # 4395

A RESOLUTION AMENDING THE ZONING RESOLUTION OF LOUDON COUNTY, TENNESSEE, ARTICLE 4. SUPPLEMENTARY PROVISIONS APPLYING TO SPECIFIC DISTRICTS PURSUANT TO TENNESSEE CODE ANNOTATED 13-7-105 ADDING SECTION 4.0180. EROSION AND SEDIMENTATION CONTROL

WHEREAS, soil erosion effects not only the property where it originates but also adjacent properties, streams, and public rights-of-way, and

WHEREAS, responsible erosion practices improves the environment and visual quality of the community, and

WHEREAS, adequate on-site containment of erosion eliminates the expenditure of public funds,

NOW, THEREFORE, BE IT RESOLVED that the Loudon County Commission does hereby amend the Zoning Resolution of Loudon County, Tennessee, Article 4. Supplementary Provisions Applying to Specific Districts, adding Section 4.180. Erosion and Sedimentation Control.

Section 4.180. Erosion and Sedimentation Control.

- A. **Purpose.** The purpose of these regulations is to empower the appropriate officials of Loudon County to control any land-disturbing activity that is determined by such officials to cause contamination of water supplies and water resources, clogging of watercourse, ditches, sinkholes or natural drainageways; or erosion of land which may jeopardize existing structures, roadways, or adjacent property. This Section shall apply to all districts within Loudon County, Tennessee.
- B. **Permits.** Any site of three (3) acres or more which may be exposed or disturbed of earth shall have a valid grading permit issued by the Building Commissioner for that particular site before commencement of any grading/excavation works. Any site with less than three (3) acres shall not be required to obtain a permit, however, such tracts are not excluded from the general requirements of this Resolution.
1. **Permit Requirements.** The developer shall submit the following information for the entire tract of land to be graded/excavated before a permit is to be released:
- a. A boundary line and topographic survey of the site on which the work is to be performed.
 - b. Plans and specifications of soil erosion and sedimentation control measures conforming to the requirements as outlined in this Resolution.
 - c. The development sequence of construction events as related to the control of soil erosion and sedimentation.

Exhibit C

C. Exclusions. No grading/excavation permit shall be required for:

1. Nursery operations, such as the removal and/or transplanting of cultivated soil shrubs and trees.
2. Garden plots; lawn preparation or landscaping activities on existing lots or parcels unless the possibility for erosion and sedimentation or alteration of drainage is such to necessitate a grading permit as determined by the administrator.
3. Agricultural land management practices such as plowing, cultivating, grading or clearing.
4. Projects owned by a government agency.
5. Strip and surface mining regulated by State and Federal statutes.
6. Sanitary landfills operated and conducted in accordance with the requirements and rules adopted by Loudon County or municipalities and State of Tennessee.

D. Acceptable Measures. Silt traps or other acceptable methods, as determined by the County, shall be erected on any graded site and located on the toe of any slope, if part of a proposed or existing public right-of-way or if such slope is adjacent to any stream, creek, or body of water. Silt fencing shall also be placed on any downward slope which adjoins property which is not being disturbed.

E. Site Entrances/Driveways. During construction of a site, driveways or entrances shall be maintained to avoid excess dirt or rock from being deposited on a public road. A minimum of 4" of gravel shall be placed on the driveway prior to any activity on the site. Upon completion of construction, driveway/entrances shall be paved for a minimum of 50' measured from the connection to the road. Driveways with upward grades in excess of 6% to the road shall be paved the entire length or until the grade declines below 6%.

F. Maintenance. Any person, firm or entity engaged in or conducting any land disturbing activity shall be responsible for maintaining all temporary and permanent erosion and sedimentation measures and facilities during development of the site and for a period of one (1) year thereafter. If during the one (1) year period, repairs or maintenance are required to said measures and facilities, then there shall be a further period of responsibility of one (1) year. Thereafter such responsibility shall be with the landowner except for those improvements which have been accepted by the Commissioner/Inspector.

1. Maximum slope permissible.

- i. The finished slope of any excavation on private property shall not exceed a slope greater than 2:1, while slopes for public improvements (i.e., proposed roadways, etc.) shall not exceed a slope greater than 3:1. The slope is calculated as the slope or degree of inclination from the horizontal.
- ii. Slopes left exposed will, within thirty (30) working days of completion of any phase of grading, be planted or otherwise provided with a ground cover, devices or structures sufficient to restrain erosion.

G. Ground Cover.

- a. Whenever land disturbing activity is undertaken on a tract, a vegetative ground cover sufficient to restrain erosion must be planted or otherwise provided within thirty (30) working days on that portion of the tract upon which further active construction is not being undertaken. Periodic or intermittent land disturbing activity does not preclude the intent of this Section. Activity must be of a weekly nature.
- b. On angles or graded slopes constant efforts must be undertaken to restrain erosion during and after excavation.

H. Drainage/Runoff.

- a. No land disturbing activity shall be permitted in proximity to a lake or any watercourse or drainage way unless:
 - i. A 10' buffer zone is provided along the margin of the watercourse of sufficient width to confine visible salutation or sediment deposits.
 - ii. Sufficient drainage and/or a runoff plan has been submitted to the Building Commissioner and approval received. This approval is contingent on the plans intent on preserving the character of the land and preserving the drainage course.
- b. Any land disturbing activity shall be so conducted to eliminate unnecessary runoff and/or drainage into properties or public rights-of-way.

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

COUNTY EXECUTIVE

4-3-95

DATE

ATTEST

County Clerk

CERTIFICATION OF REVIEW

This is to certify that this amendment has been reviewed and a recommendation forwarded pursuant to the provisions of TCA 13-7-105 by the Regional Planning Commission.

William J. Holte

CHAIRMAN

4-13-95

DATE