

LOUDON COUNTY COMMISSION

REGULAR MEETING

June 28, 1999

1. Opening of Meeting
2. Roll Call
3. Motion **passed** to adopt an Interlocal Agreement with the City of Lenoir City for the College/Library/Business/Development Center Project
Resolution # 062899. Exhibit A
4. Attorney Sproul's report on Gillman v. Loudon County and BZA
5. Adjournment

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

**June 28, 1999
6:00 PM**

REGULAR MEETING

(1)
Opening Of
Meeting

BE IT REMEMBERED that the Commission of Loudon County convened in a special called session in Loudon, Tennessee on the 28th day of June 1999.

The meeting was called to order by the **Honorable Roy Bledsoe**.

(2)
Roll Call

Sheriff Tim Guider opened Court, led the Pledge of Allegiance to the Flag of the United States of America, and **Hank McGhee** gave the invocation.

Present and presiding were the following Commissioners: **Randolph, Thomas, Jenkins, Maples, Bledsoe, Masingo, Duff and Harold (8)**

Thereupon **Chairman Bledsoe** announced the presence of a quorum. Also present were the **Honorable George Miller**, County Executive, and **Harvey Sproul**, County Attorney.

Thereupon **Chairman Bledsoe** requested **Executive Miller** to continue with the agenda items.

(3)
Motion passed
to adopt
Interlocal
agreement with
Lenoir City

Executive Miller requested consideration of adopting an Interlocal Agreement with the City of Lenoir City for the College/Library/Business/Development Center Project
A motion was made by **Commissioner Maples** with a second by **Commissioner Jenkins** to adopt this interlocal agreement.

Upon roll call vote the following commissioners voted Aye: **Randolph, Thomas, Maples, Jenkins, Masingo, Bledsoe, Duff and Harold (8)**.

Thereupon the chairman announced the motion **Passed. (8-0)**

Resolution # 062899, Exhibit A

(4)
Attorney's
report on
Gillman lawsuit

Attorney Sproul reported the Court of Appeals opinion regarding the Harry Gillman lawsuit. Attorney Sproul advised that the county had 60 days to appeal and this issue will be on the July 6th agenda for consideration and possible action.

(5)
Adjournment

A **Motion** being duly made and seconded, the June 28, 1999 special called meeting stood adjourned at 6:12 p.m.

ATTEST:



COUNTY COURT CLERK



CHAIRMAN



COUNTY EXECUTIVE

RESOLUTION - 062899-A

**Interlocal Agreement
College/Library/Business Development Center Project**

This Agreement, made and entered into this the 28th day of June, 1999, by and between the County of Loudon (County), a political subdivision of the State of Tennessee, and the City of Lenoir City (City), a municipal corporation formed under the laws of the State of Tennessee.

Whereas, a trained and educated workforce contributes to Loudon County's competitiveness in attracting capital intensive business enterprises which contributes significantly to local tax revenues, which in turn benefits education, infrastructure, and other quality of life features in the community; and

Whereas, compared to the State of Tennessee, the per capita income for Loudon County is 9.1% less than the State average, and similarly, the percentage of persons obtaining a bachelor's degree in Tennessee is 16% compared to 9.6% for Loudon County; and

Whereas, the fire which destroyed the 100 block of West Broadway on March 6, 1999, has created an opportunity to coordinate the redevelopment of the central business district with the construction of a one-stop career center, college facility for Roane State Community College, Business Development Center and expanded and improved library/resource center serving the City of Lenoir City and Loudon County; and

Whereas, because the benefits are county wide, the parties to this agreement desire, by appropriate official action, to enter into an agreement to acquire and develop the described property for the aforementioned facility.

Now, Therefore, in Consideration of the mutual covenants and agreements herein, the parties hereby agree as follows:

W I T N E S S E T H

1. Property acquisition: City shall take the necessary steps to secure, and make available within the necessary time frame, certain real property and existing improvements located within the 100 block of West Broadway. The price for said property shall be determined by appraisals conducted by two (2) independent State Certified or State Licensed Appraisers, one selected by each party. Acquisition costs incurred by the City shall be included in the project costs, which will be applied to the proportionate share of responsibility outlined in section 3.
2. Fiscal agent: County shall serve as fiscal agent for the project and shall assume responsibility for payments to contractors and other necessary expenses, as well as appropriate disbursements to County and City. The fiscal agent shall maintain a current and separate fund account indicating the source of all funds derived and an itemization of all expenditures and purposes of expenditures. When construction or design funds are needed the fiscal agent shall notify and submit copies of invoices to City based on the agreed percentage stated in section 3. Payments shall be remitted to the fiscal agent within ten working days following notification of the invoice. The fiscal agent shall send a quarterly financial report to all parties showing funds received, an itemization of payments made, and the amount and status of funds in hand. County shall employ the design professionals and award all bids and construction contracts. It is understood that the fiscal agent shall not charge against the project account for any administration costs incurred in this role.

Exhibit - A

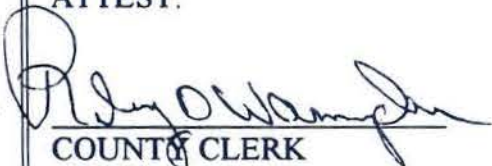
3. Review Committee: A review committee, consisting of the County Executive, County Attorney, Mayor, City Administrator and President of the Loudon County Economic Development Agency is created to make certain decisions on building design and related site improvements, land values, submitting of grants, leases and recommendations on revisions to this agreement prior to construction completion. At the conclusion of construction, this committee shall cease to exist and the Center Executive Board's authority shall commence.
4. Project development: City and County agree to participate in the development of a college facility for Roane State Community College, business development center, career center and public library within the City of Lenoir City located on the property optioned by, (and including the existing structure owned by) the City. In connection with the project, land shall be purchased, assembled, re-platted, existing foundations, and two standing structures removed, and an approximately 20,000 square foot building with related improvements shall be constructed. Non-physical project costs include professional design services and legal costs associated with construction. Costs associated with the development shall be shared among the parties based on the following percentages: 40% for the City of Lenoir City and 60% for the County of Loudon. Each entity shall assume responsibility for financing its proportional local share of the costs involved with the project. The local share shall be determined by subtracting eligible grant funds from the total project cost.
5. Recapturing of local costs through lease payments: It is anticipated that several agencies/programs will occupy the facility and will enter into multi-year lease agreements with the Center Board. Based on the percentage of project investment in section 3, each entity shall receive quarterly the proportionate amount of revenue generated from lease payments, less maintenance and facility expenses.
6. Project Management: The project shall continue to be managed by the Loudon County Economic Development Agency through the construction phase of the project. The agency shall coordinate the project with the Review Committee and with the City and County if necessary and shall supervise design and construction components. The agency shall, prior to payment, approve all invoices relating to the project.
7. Center Executive Board: There is hereby established a Center Board composed of five (5) members, two representing the County of Loudon and two representing the City of Lenoir City. Representatives of the County shall be nominated by the County Executive and ratified by the County Commission. Representatives of the City shall be nominated by the Mayor and ratified by the City Council. The fifth board member shall be the President of Roane State Community College, or designee, provided however, if Roane State at any time fails to lease the facility a representative shall be nominated by the County Executive and Mayor. This member shall be approved by both parties. Board members shall be appointed for four-year terms. The terms of the first members shall be initially staggered so that at least one term expires each year.
8. Board Responsibilities: The Board shall have general administrative responsibility over the building and property. The board shall meet at least once during the fiscal year to prepare a budget for adoption by the parties. The board may enter into contracts for facility maintenance with either the City or County or may enter into a contract with a private party. The Board shall have the authority to approve allocation of space and lease payments and establish policies for building use. The Board shall also adopt, and submit to each party for approval, a set of by-laws to guide the organization of the Board and its decision making role.
9. Reuse of Facilities: It is not contemplated that a substantial change in use of the facilities shall occur. In the event, a need arises to alter the intended use of the facilities, which may jeopardize grant funds received, the reuse, sale or subleasing shall be agreed upon by both parties after a recommendation is made by the Center Board and ratified by each party. If a role is approved, the purchasing entity shall repay all associated grant funds if required by the grant agreement. Parties to this

agreement shall receive revenue from the sale of property at the same percentage rate as the initial investment

10. Ownership: The property and all improvements shall be owned jointly by Loudon County and the City of Lenoir City.
11. Amendments and termination of agreement: This agreement may be amended at any time upon approval of both parties. The agreement shall continue in affect for a period of twenty years and shall be automatically extended an additional 20 years if neither party gives notice of non-renewal during the 20-year period. To be effective, said notice of non-renewal must be given at least six months prior to the expiration date of the first twenty years.
12. Adoption: This agreement shall take effect upon adoption by both parties and execution by the appropriate representatives.

IN WITNESS WHEREOF, the parties herein have executed this agreement in duplicate on the day and date first above written.

ATTEST:


COUNTY CLERK

COUNTY OF LOUDON


COUNTY EXECUTIVE

ATTEST:


CITY RECORDER

CITY OF LENOIR CITY


MAYOR

CITY RECORDER

MAYOR

STATE OF TENNESSEE)

COUNTY OF LOUDON)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A Notary Public in and for the State and County aforesaid personally appeared George M. Miller, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the County Executive of the County of Loudon, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such County Executive being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as County Executive.

WITNESS my hand and seal, at office in Loudon County, Tennessee, this 28th day of JUNE, 1999.


Notary Public

Notary Public

My Commission expires: 11-13-2001

STATE OF TENNESSEE)

COUNTY OF LOUDON)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A Notary Public in and for the State and County aforesaid personally appeared Charles T. Eblen, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Lenoir City, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such Mayor being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as Mayor.

WITNESS my hand and seal, at office in Loudon County, Tennessee, this 29th day of JUNE, 1999.


Notary Public

My Commission expires: 11/13/2001