

**NOTICE OF PUBLIC HEARING.** In accordance with Tennessee Code Annotated Section 13-7-105, the Board of County Commissioners of Blount County, Tennessee, will convene in a called meeting and hold public hearing on April 6, 2010 at 6:30 P.M., at the Blount County Courthouse Commission Meeting Room for the following proposed amendment to the Zoning Resolution of Blount County, Tennessee, being Resolution 00-06-010.

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.17 DESIGN STANDARDS FOR COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AMEND SECTION 9.1 B, 9.2B and 9.3B TO INCLUDE COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AND AMEND SECTION 13 TO INCLUDE DEFINITIONS FOR CAMPING CABIN AND COMMERCIAL CAMPGROUNDS.**

**Section 7.17 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be five (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, *camping cabins(not to exceed 25% of the total camp sites)*, and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:

- 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.
- 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.

B. *A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:*

- 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
- 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*

C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.

3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.

4. Prohibited uses and structures:

A. Mobile homes and mobile home parks.

- B. Permanent residences, excluding the accessory use of a resident management structure.
5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).
- A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
  - B. Access and location criteria:
    - 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.
    - 2) Vehicular access to these campgrounds shall be limited to **roads with 18 foot wide pavement with 2 foot shoulders.**
    - 3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All

traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.

4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.

- C. Internal Roadways. All internal roadways shall meet the following requirements:
- 1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.
  - 2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed *ten (10) percent for gravel roads and thirteen (13) percent for paved roads*.
  - 3) An erosion control plan shall also be required.
  - 4) *All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.*
- D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

- E. Parking for workers and guests. Parking spaces shall be provided for the manager and camp workers. A minimum of one guest parking space shall be provided for every five (5) campsites.
- F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.
- G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.
- H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.
- I. Fire Pits. Campfires shall only be permitted in designated fire pits.

6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.

- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

#### B. Tent Campsite.

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

#### C. Camping Cabin sites.

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development(see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

Definitions to be add to **section 13** of our zoning regulations.

***Camping Cabin***; *small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.*

***Commercial Campground***; : the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY AMENDING ADDING A NEW SECTION 7.18 DIVISION OF LAND INTO SUBSTANDARD LOTS.**

**7.18 Division of land into substandard lots:**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure,

in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

APPROVED:

Steve Samples\_\_\_\_\_

Commission Chairman  
Jerry G. Cunningham\_\_\_\_\_  
County Mayor

ATTEST:

Roy Crawford, Jr.\_\_\_\_\_

County Clerk

The following are amendments to the Zoning Resolution recommended by the Blount County Planning Commission at their regular meeting February 25, 2010.

**Amendment 1.** That the Zoning Resolution be amended by adding a new Section 17.18 to read as follows:

**Section 7.18 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be ten (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, camping cabins (not to exceed 25% of the total camp sites), and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
    - 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.
    - 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.
  - B. A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:
    - 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
    - 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*
  - C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.
3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

- A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.
4. Prohibited uses and structures:
    - A. Mobile homes and mobile home parks.
    - B. Permanent residences, excluding the accessory use of a resident management structure.
  5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).
    - A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
    - B. Access and location criteria:
      - 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.
      - 2) Vehicular access to these campgrounds shall be limited to roads with 18 foot wide pavement with 2 foot shoulders.
      - 3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.
      - 4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.
    - C. Internal Roadways. All internal roadways shall meet the following requirements:

- 1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.
- 2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed ten (10) percent for gravel roads and thirteen (13) percent for paved roads.
- 3) An erosion control plan shall also be required.
- 4) All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.

D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

E. Parking for workers and guests. Parking spaces shall be provided for the manager and camp workers. A minimum of one guest parking space shall be provided for every five (5) campsites.

F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.

G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.

H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.

I. Fire Pits. Campfires shall only be permitted in designated fire pits.

## 6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

### A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.
- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.

- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**B. Tent Campsite.**

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**C. Camping Cabin sites.**

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**Amendment 2.** That the Zoning Resolution be amended to add the following Definitions to **Section 13:**

**Camping Cabin;** small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.

**Commercial Campground; :** the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**Amendment 3.** That Sections 9.1B, 9.2B and 9.3B of the Zoning Resolution be amended to read as follows:

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10),

nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development(see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**Amendment 4.** That the Zoning Resolution be amended to a new Section 7.xx (specific section number to be determined) to read as follows:

**Section 7.xx – Waivers and requirements for division of lots with existing residential structures.**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure, in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were

in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

**RESOLUTION No. 10-04-004**

**Sponsored by Commissioners Gary Farmer and Brad Harrison**

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.17 DESIGN STANDARDS FOR COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AMEND SECTIONS 9.1 B, 9.2B and 9.3B TO INCLUDE COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AND AMEND SECTION 13 TO INCLUDE DEFINITIONS FOR CAMPING CABIN AND COMMERCIAL CAMPGROUNDS**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 15<sup>th</sup> day of April, 2010:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

**Section 7.17 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be five (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, *camping cabins(not to exceed 25% of the total camp sites)*, and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
    - 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.

- 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.

B. *A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:*

- 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
- 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*

C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.

3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

- A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.

4. Prohibited uses and structures:

- A. Mobile homes and mobile home parks.
- B. Permanent residences, excluding the accessory use of a resident management structure.

5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).

- A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.

B. Access and location criteria:

- 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector

status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.

2) Vehicular access to these campgrounds shall be limited to ***roads with 18 foot wide pavement with 2 foot shoulders.***

3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.

4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.

C. Internal Roadways. All internal roadways shall meet the following requirements:

1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.

2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed *ten (10) percent for gravel roads and thirteen (13) percent for paved roads.*

3) An erosion control plan shall also be required.

4) *All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.*

D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

E. Parking for workers and quests. Parking spaces shall be provided for the manager and camp workers. A minimum of one

guest parking space shall be provided for every five (5) campsites.

- F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.
- G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.
- H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.
- I. Fire Pits. Campfires shall only be permitted in designated fire pits.

## 6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

### A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.
- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

### B. Tent Campsite.

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and

campground. Ingress and egress to the campsite shall be limited to an internal roadway.

### C. Camping Cabin sites.

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; **commercial campgrounds and recreational vehicle parks (see also section 7.18)**; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); **commercial campgrounds and recreational vehicle parks (see also section 7.18)**; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development (see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

Definitions to be add to **section 13** of our zoning regulations.

***Camping Cabin***; *small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.*

***Commercial Campground***; : the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**RESOLUTION No. 10-04-005**

**Sponsored by Commissioners Gary Farmer and Brad Harrison**

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.18 DIVISION OF LAND INTO SUBSTANDARD LOTS.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 15<sup>th</sup> day of April, 2010:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

**7.18 Division of land into substandard lots:**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure, in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**AGENDA**  
**BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING**  
**Tuesday, April 6, 2010, 6:30 p.m.**  
**Room 430, Blount County Courthouse**

- A. ROLL CALL.**
- B. PUBLIC INPUT ON ITEMS ON THE AGENDA.**
- C. APPROVAL OF AGENDA COMMITTEE MINUTES**
  - 1. March 9, 2010 meeting.
- D. SETTING OF AGENDA.**
- E. ITEMS FOR CONSENT AGENDA.**
  - 1. Resolutions for special recognitions.
    - a. Proclamation honoring Jan Gardner of the Blount County Children's Home. (Wendy Pitts Reeves)
  - 2. Appointments/Reappointments:
    - a. Board of Equalization Appointments – Charles R. Blackburn, Bob Ivens, Bill Newby, Lyoren Teffeteller. (Mike Morton)
- F. UNFINISHED BUSINESS:**
- G. NEW BUSINESS:**
  - 1. Budget Transfers.
  - 2. Budget Increases.
  - 3. Other Budget Items.
  - 4. Contract for Ambulance Service. (Scott Helton)
  - 5. Request from Committee to Study the Use of County Roads for Organized Events. (Bill Dunlap)
  - 6. Request for Traffic Calming Devices for Buford Court. (Highway Department)
  - 7. Petition to add "Buck Holler Crossroads" off of Blazier Road, to the Official Roads List. (Highway Department)
  - 8. A resolution to amend the Zoning Resolution of Blount County, Tennessee, by adding a new section 7.17 design standards for commercial campground and recreational vehicle parks, amend section 9.1B, 9.2B and 9.3B to include commercial campground and recreational vehicle parks, and amend section 13 to include definitions for camping, cabin and commercial campgrounds. (Planning Commission)
  - 9. A Resolution to amend the Zoning Resolution of Blount County, Tennessee, by adding a new section, 7.18 division of land into substandard lots. (Planning Commission)
- H. PUBLIC INPUT ON ITEMS NOT ON AGENDA.**
- I. ADJOURNMENT.**

**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED**, that an Agenda Committee of the Blount County Board of County Commissioners meeting was held on Tuesday, March 9, 2010, at 6:30 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Roy Crawford, Jr., County Clerk:

David Ballard, Jr. – absent	Mark Hasty – present	Joe McCulley – present
Tonya Burchfield – present	Scott Helton – present	Kenneth Melton – present
Gary Farmer – present	John Keeble – present	Monika Murrell – present
Ron French – present	Gerald Kirby – present	Robert Proffitt – present
David Graham – present	Holden Lail – absent	Wendy Pitts Reeves – present
Steve Hargis – present	Peggy Lambert – present	Steve Samples – present
Brad Harrison – present	Mike Lewis – present	Mike Walker – present

There were 19 present and 2 absent. Chairman Pro Tem Farmer declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: MINUTES OF FEBRUARY 9, 2010 AGENDA COMMITTEE.**

Commissioner Walker made a motion to approve the minutes. Commissioner Hargis seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: SETTING OF AGENDA.**

Commissioner Proffitt made a motion to set the agenda and to add an agenda item for the recommendation of a financial advisor to the County Commission. Commissioner Lambert seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: PROCLAMATION HONORING JAN GARDNER OF THE BLOUNT COUNTY CHILDREN'S HOME and PROCLAMATION PROCLAIMING THE MONTH OF APRIL AS "EARTH MATTERS MONTH".**

Commissioner Reeves made a motion to send the proclamations to the consent agenda for the March County Commission meeting. Commissioner Burchfield seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	

Hargis – yes                      Lail – absent                      Proffitt – yes  
There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: PARKS AND RECREATION COMMISSION APPOINTMENT. – MIKE LEWIS and AGRICULTURE EXTENSION COMMITTEE APPOINTMENT – MARY GENTRY.**

Commissioner Keeble made a motion to send the appointments to the consent agenda for the March County Commission meeting. Commissioner Kirby seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – abstain	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, 1 abstaining, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: REQUEST FOR COMPLETION OF HARVARD STREET.**

Commissioner Walker made a motion to send the item to the agenda of the March County Commission meeting and that the County Attorney draw up the necessary paperwork for a hold harmless agreement with the property owner to allow the property owner to have cleanup and use of the property. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – no	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, 1 voting no, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL COUNTY FUND BUDGET - \$3,683.07.**

Commissioner Keeble made a motion to forward the transfer to the agenda of the March County Commission meeting. Commissioner Melton seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – no	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, 1 voting no, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$1,750.00.**

Commissioner Walker made a motion to forward the resolution to the agenda of the March County Commission meeting. Commissioner Hargis seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: RESOLUTION TO PURCHASE TWO EMERGENCY EVACUATION CHAIRS.**

Commissioner Walker made a motion to forward the item to the agenda of the March County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert - yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: FINANCIAL ADVISOR.**

Commissioner Samples made a motion to send the recommendation of the Budget Committee of PFM Group and that a monthly report be submitted to the County Commission to the March County Commission agenda. Commissioner Lambert seconded the motion.

Commissioner Helton made a motion to amend to defer to next month with the four companies to be brought in front of the commission for a Q and A session. Commissioner Proffitt seconded the motion.

A roll call vote was taken on the motion to amend:

Ballard – absent	Harrison – yes	Lambert – no	Reeves – no
Burchfield – yes	Hasty – no	Lewis – yes	Samples – no
Farmer – yes	Helton – yes	McCulley – no	Walker – yes
French – no	Keeble – no	Melton – no	
Graham – no	Kirby – yes	Murrell – yes	
Hargis – no	Lail – absent	Proffitt – yes	

There were 9 voting yes, 10 voting no, and 2 absent. Chairman Pro Tem Farmer declared the motion to amend to have failed.

A vote was taken on the original motion:

Ballard – absent	Harrison – absent	Lambert - yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: ANNUAL ADJUSTMENTS FOR THE FINANCIAL ASSURANCE AGREEMENTS FOR THE ALCOA/MARYVILLE/BLOUNT COUNTY LANDFILL PERMITS.**

Commissioner Walker made a motion to forward the item to the March County Commission agenda. Commissioner Hargis seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – absent	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – absent	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 16 voting yes, and 5 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: ACCEPTANCE OF AIR BASE ROAD.**

Commissioner Samples made a motion to send the item to the agenda of the March County Commission meeting. Commissioner Walker seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – absent	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – absent	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 16 voting yes, and 5 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: RESOLUTION AUTHORIZING THE LEASE UNDER TENNESSEE CODE ANNOTATED 7-51-904 OF AN OFFICE COPIER FOR THE BLOUNT COUNTY HIGHWAY DEPARTMENT.**

Commissioner Keeble made a motion to forward the resolution to the agenda of the March County Commission meeting. Commissioner Walker seconded the motion.

A vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: RESOLUTION TO ENCOURAGE CITIZEN INVOLVEMENT AND IMPROVE PUBLIC NOTICE VIA INTERNET ON VARIOUS ACTIVITIES OF BLOUNT COUNTY GOVERNMENT.**

Commissioner Reeves made a motion to forward the resolution to the agenda of the March County Commission meeting. Commissioner McCulley seconded the motion.

A vote was taken on the motion:

Ballard – absent	Harrison – no	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – no	Samples – yes
Farmer – no	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – no	Lail – absent	Proffitt – yes	

There were 14 voting yes, 4 voting no, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: SETTING OF PUBLIC HEARING REGARDING AMENDMENTS OF THE ZONING RESOLUTION REGARDING ADDING SECTION 7.18 – COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, SECTION 13 – ADDING DEFINITIONS CAMPING CABIN AND COMMERCIAL CAMPGROUND, SECTION 9.1B, 9.2B, 9.3B, SECTION 7.XX – WAIVERS AND REQUIREMENTS FOR DIVISION OF LOTS WITH EXISTING RESIDENTIAL STRUCTURES.**

Commissioner Hargis made a motion to forward the item to the agenda of the March County Commission meeting. Commissioner Lambert seconded the motion.

A vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – yes	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – yes
Farmer – yes	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – absent	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

**IN RE: ADJOURNMENT.**

Chairman Pro Tem Farmer declared the meeting to be adjourned.

**RESOLUTION NO. 10-04-002**

**Sponsored by: Blount County Board of Commissioners and Mayor Jerry Cunningham**

**A PROCLAMATION HONORING TANYA JAN GARDNER FOR HER OUTSTANDING PUBLIC SERVICE**

**BE IT PROCLAIMED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 15th day of April, 2010:

**WHEREAS:** Tanya Jan Gardner, a Maryville native, graduated from Everett High School and received her degree in Human Services from the University of Tennessee. She is the oldest daughter of Charles A. and Roberta Wilbanks Walker. She and her husband of 30 years, Claude, have raised three children, Jackie Hayward, Ronnie Gardner and Halie Gardner. She and her family are members of Maryville Church of Christ, and

**WHEREAS:** Tanya Jan Gardner, known to most of us as Jan, has worked for the Blount County Children’s Home for nearly 35 years. She has served numerous roles at the Children’s Home including Social Worker/Residential Staff, Program Director for Small Steps/Big Changes and was promoted to the Children’s Home Assistant Director in 1987. Since 2004, Jan has been the Program Director for Gardner Place, a supervised visitation and peaceful exchange program, and

**WHEREAS:** Jan has received numerous awards for her dedication and service to others, most notably the 1988 East Tennessee Foundation’s Above and Beyond Award for outstanding contributions to children and at risk youth, and

**WHEREAS:** During her work at the Children’s Home, Jan has had a positive effect on the lives of over 1000 children in the residential program and has touched nearly 350 lives and families in her role as Program Director of Gardner Place, and

**WHEREAS:** The entire Blount County community is a better place to live because of the compassion and service that Ms. Gardner has shown in all of her roles, both professionally and personally.

**NOW THEREFORE I, JERRY G. CUNNINGHAM, MAYOR OF BLOUNT COUNTY, and WE, THE BLOUNT COUNTY BOARD OF COMMISSIONERS** do hereby give honor and recognition to Tanya Jan Gardner, and invite all Blount County citizens to join us in thanking her for her many years of service to our community. We urge all Blount County citizens to join us in applauding the accomplishments of this outstanding community servant.

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date



Blount County Property Assessor  
Mike Morton, Property Assessor  
351 Court Street  
Maryville, TN 37804  
Ph: (865) 273-5850  
Fax: (865) 273-5866

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# MEMO

To: Blount County Board of Commissioners  
From: Mike Morton, Assessor of Property *MM*  
Date: April 5, 2010  
Re: Appointment/Reappointment of Equalization Board Members

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County Board of Equalization members are to be appointed or reappointed at the April session of each even year for a two-year term per TCA 67-1-401(a). The property owners of Blount County are fortunate to have available at the local level a thorough process of appeal as administered by these persons.

The Blount County Board of Equalization's annual session will begin on June 1, 2010. Therefore, I am requesting that you address this item in the April 2010 meeting and appoint the following property owners to this Board.

Mr. Bob Ivens

Mr. Charles Blackburn

Mr. Bill Newby

Mr. William Proffitt

Mr. Lyoren Teffeteller

Thank you for your time and attention in this matter of importance to Blount County.

**BOARD OF EQUALIZATION**  
**T.C.A. 67-1-401**  
**ELECTED 2 YEARS TERMS**  
**TO BE APPOINTED APRIL 15, 2010**  
**TERM ENDS APRIL 19, 2012**

**RECOMMENDED MEMBERS**

**CHARLES R. BLACKBURN**  
**1521 LINDA LANE**  
**MARYVILLE, TN 37803**

**BOB IVENS**  
**912 W. BROADWAY**  
**MARYVILLE, TN 37801**

**BILL NEWBY**  
**2265 WILLINGHAM LANE**  
**MARYVILLE, TN 37803**

**LYOREN TEFFETELLER**  
**914 PORTSMOUTH CIRCLE**  
**MARYVILLE, TN 37803**

**WILLIAM F. PROFFITT**  
**854 GODDARD STREET**  
**ALCOA, TN 37701**

**BOARD OF EQUALIZATION**  
**T.C.A. 67-1-401**  
**ELECTED 2 YEARS TERMS**  
**APPOINTED APRIL 17, 2008**  
**TERMS END APRIL 15, 2010**  
**CONTACT: MIKE MORTON AT 865-273-5858**  
**DEADLINE IS MARCH 31, 2010**

**CURRENT MEMBERS**

**BOB IVENS**  
**912 W. BROADWAY**  
**MARYVILLE, TN 37801**

**PETER LEQUIRE**  
**366 HIGH STREET**  
**MARYVILLE, TN 37804**

**BILL NEWBY**  
**2265 WILLINGHAM LANE**  
**MARYVILLE, TN 37803**

**KYLE PETREE**  
**2715 MINT ROAD**  
**MARYVILLE, TN 37801**

**LYOREN TEFFETELLER**  
**914 PORTSMOUTH CIRCLE**  
**MARYVILLE, TN 37803**

**BUDGET INCREASES/DECREASES**

**(COMMISSION ACTION NEEDED)**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>	<b><u>BUDGET COMMITTEE</u></b>	<b><u>VOTE</u></b>
141 – GPSF Other Capital Outlay	\$7,000.00	Recommended	5

**RESOLUTION NO. 10-04-003**

**Sponsored by John Keeble and Kenneth Melton**

**A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds for architect costs associated with replacement of sections of roof at Heritage High School.

**WHEREAS**, it is deemed to be in the best interest of Blount County to amend the General County Fund Budget as requested.

**NOW THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 15<sup>th</sup> day of April, 2010 that the General Purpose School Fund Budget shall be amended as follows:

**Revenue:**

**141-000000-499998 Use of Fund Balance .....\$7,000.00**

**APPROPRIATION:**

**141-076100-500707 Building Improvements .....\$7,000.00**

**Duly authorized and approved this 15<sup>th</sup> day of April, 2010.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County, Tennessee**  
**REQUEST FOR BUDGET INCREASE/DECREASE**  
**Fiscal Year 2009-2010**

Fund Number 141 Cost Center Number 76100

Fund Name GPSF Cost Center Name Other Capital Outlay

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	141-076100-500707	Building Improvements	7,000.00
		<b>Total Appropriation:</b>	<b>7,000.00</b>

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	141-000000-499998	Use of Fund Balance	7,000.00
		<b>Total Estimated Revenue:</b>	<b>7,000.00</b>

Reason for requested increase/decrease:

Funds for architect costs associated with replacement of sections of roof at HHS.

Note:  
 Total appropriation  
 must agree with total  
 estimated revenue.

*Troy Logan* 3-25-10  
 Signature of Department Head Date

**"Approved By The Board Of Education"**

4-1-10

Budget Committee  
 Date 4-5-10 votes  
 Approved    yea    nay    pass  
 Recommended for    yea    nay    pass  
 consideration  
 Decided    yea    nay    pass  
 To stop    yea    nay    pass  
 Decided    yea    nay    pass

*Presentation to the  
County Commission  
April 6, 2010*

*By*

*The Blount County Finance  
Department and*

**The PFM Group**



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# *Financing Alternatives for Blount County Tennessee*



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  - A. Advantages & Disadvantages**
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# EXECUTIVE SUMMARY

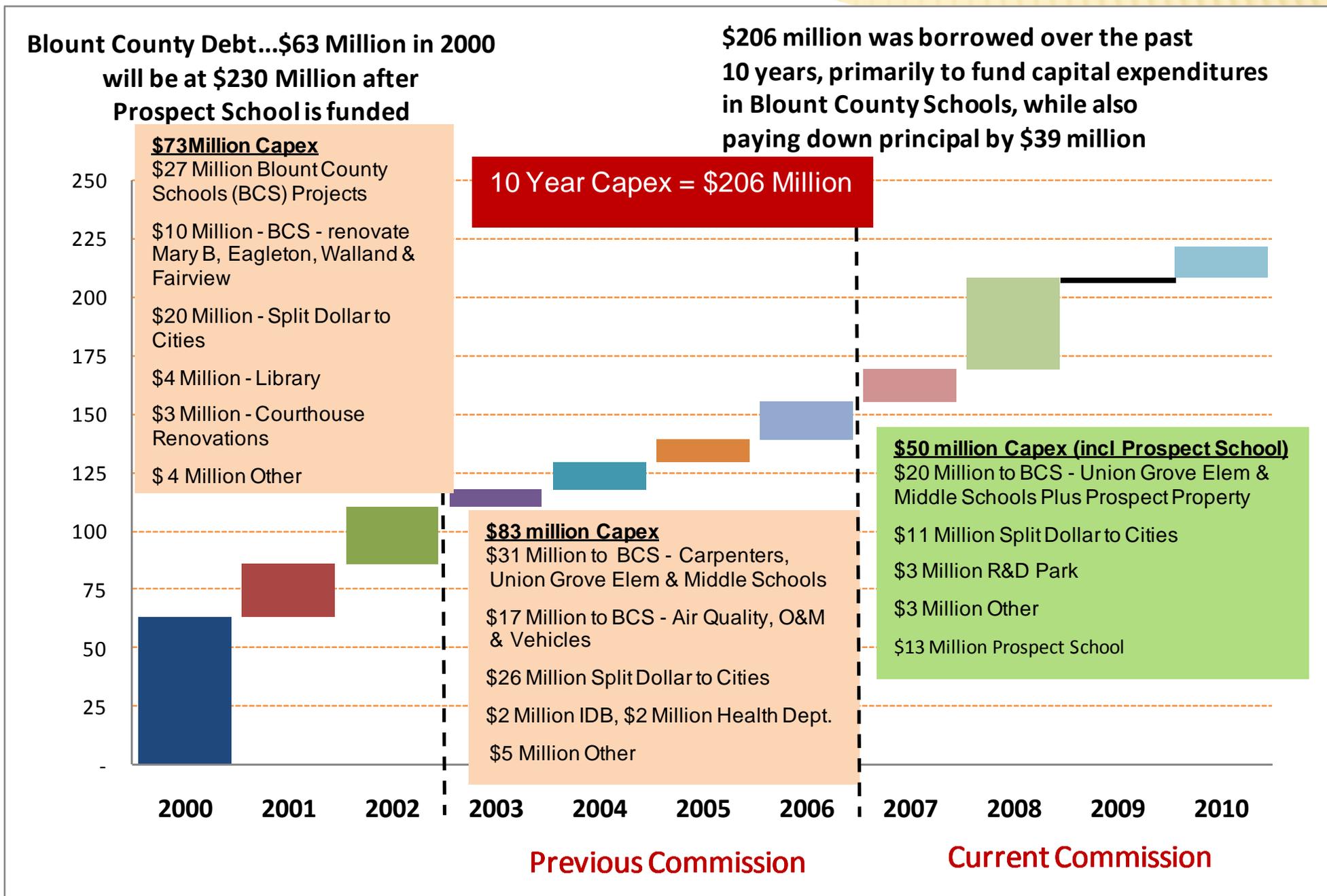
- Blount County has invested heavily in education over the past decade, driving the debt to \$217 Million
  - Current level of debt and debt service costs are reaching levels that affect overall credit rating and the cost of debt
  - Need to pause and allow natural amortization of principal and growth in assessed value (and resulting revenue) to lower debt and debt service cost
- The strategy to use variable rate debt with interest rate swaps to hedge the interest rate risk has worked well, saving the County \$7.8 million over the past 10 years. With the change in the global financial markets and interest rates at an historic low, however, the path forward should be different
  - More traditional fixed rate debt, less Variable rate debt, and termination of a portion of the swaps
- We are recommending that the County move from a current state of 31% traditional fixed rate debt to 75%, between now and June 30, 2011
  - Refinance the June, 2011 \$46 million bullet payment to natural fixed rate debt
  - Terminate the swaps associated with the previously Variable Rate Demand Obligation, now fixed rate interim debt facility
  - Call an additional \$50.5 Million in Variable Rate Demand Obligations and refinance with traditional Fixed Rate Debt
- The Target State is a much lower risk profile with the current debt balance, without significantly increasing the annual debt service cost to Blount County



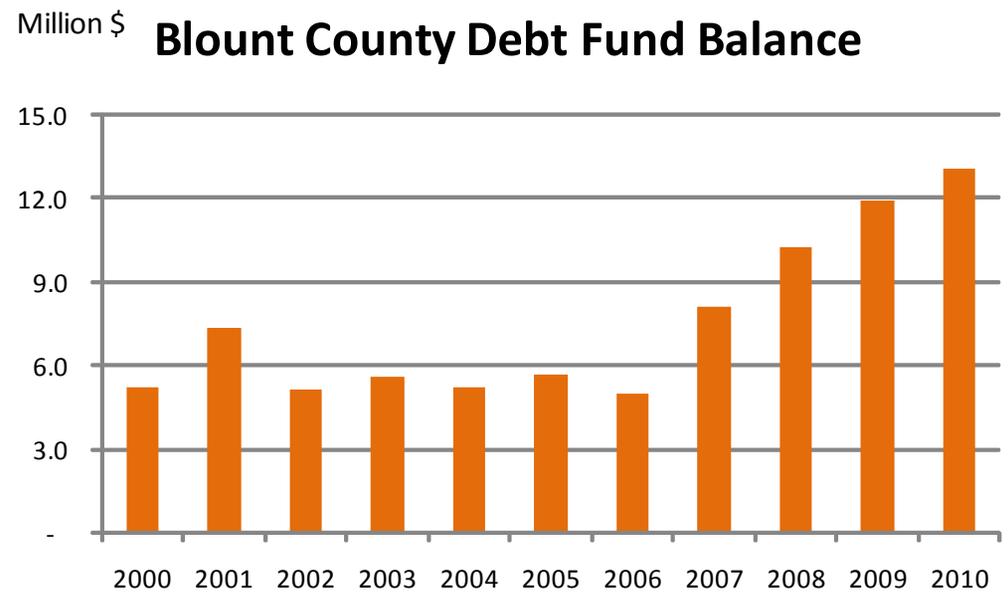
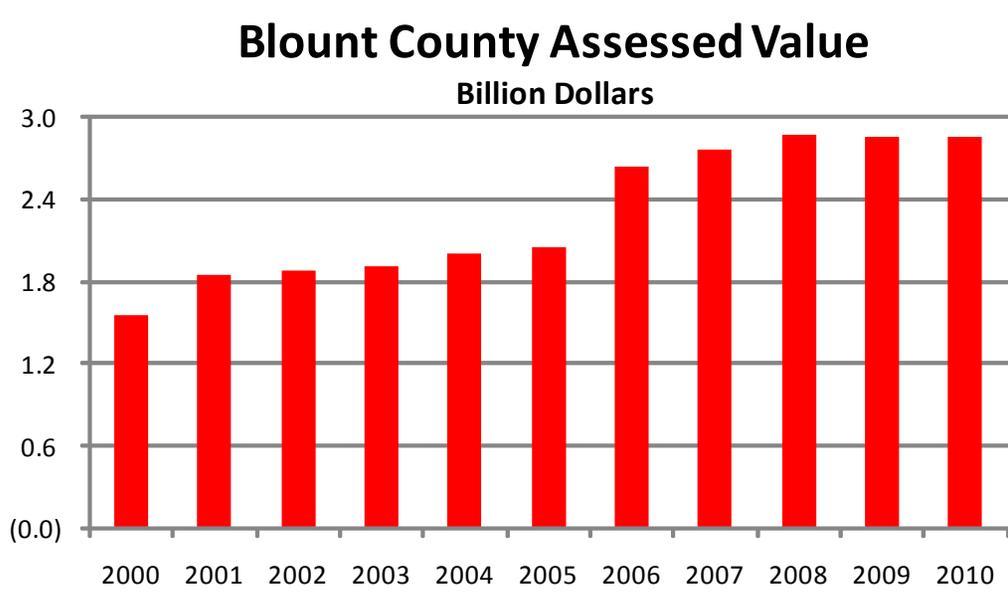
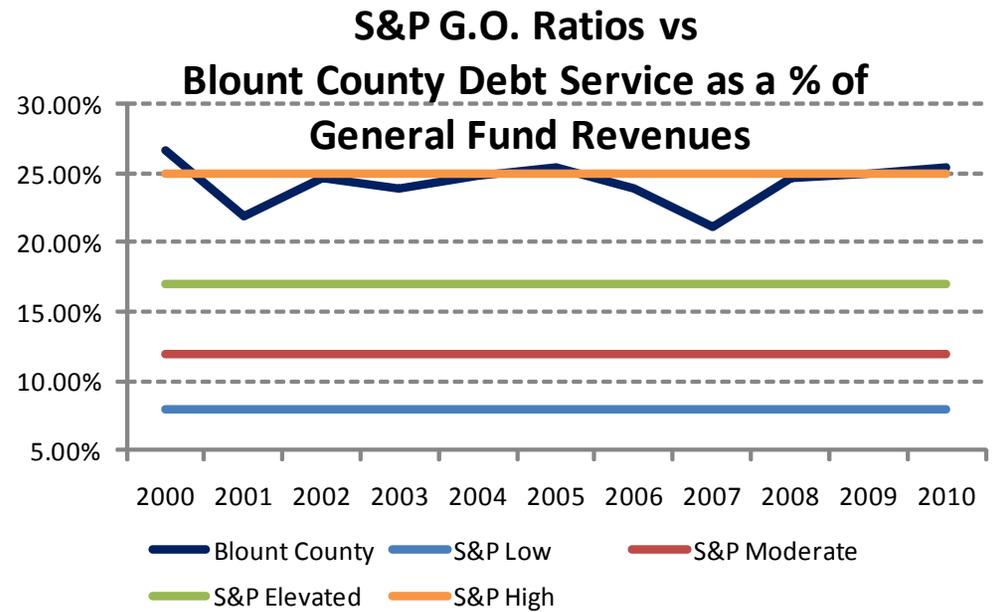
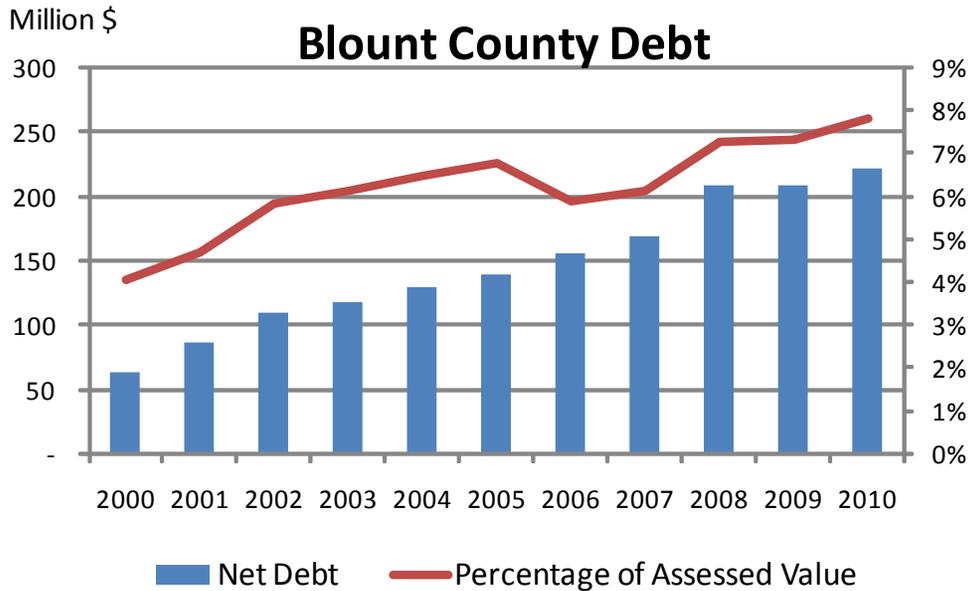
**TAB B**

**BLOUNT COUNTY DEBT CURRENT CONDITION**

# BLOUNT COUNTY DEBT HISTORY AND REASONS FOR GROWTH TO NET DEBT OF \$217 MILLION BY AUGUST 2011 WHEN PROSPECT SCHOOL IS COMPLETE

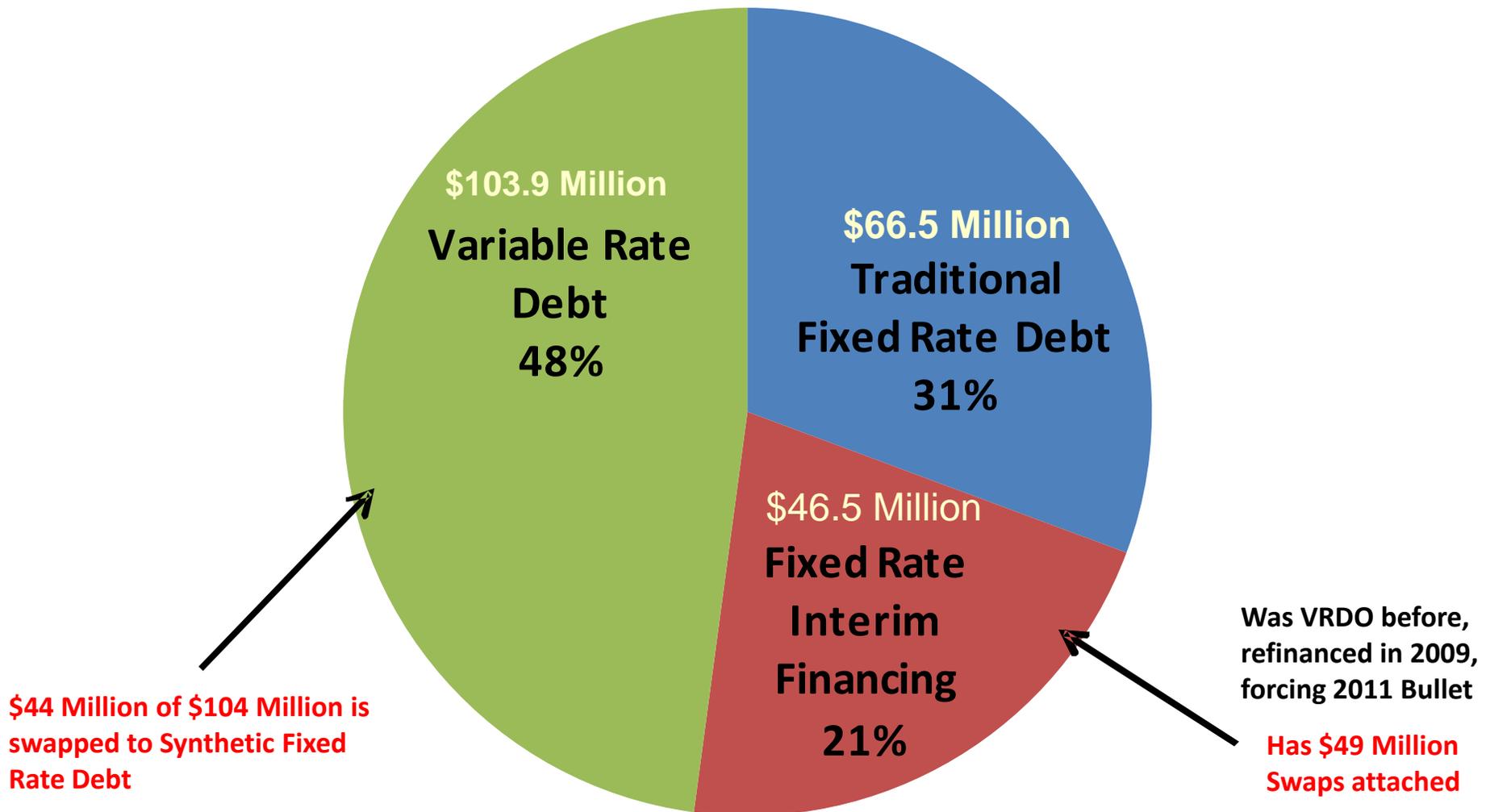


# BLOUNT COUNTY DEBT GROWTH IN CONTEXT WITH TOTAL REVENUE AND TAXABLE ASSESSED VALUE



# BLOUNT COUNTY CURRENT DEBT COMPOSITION

*The County's current debt mix includes 31% traditional fixed rate debt, 21% interim fixed rate, and 48% variable rate debt (of which \$44 million or 41% is hedged to synthetic fixed rate debt).*



## BLOUNT COUNTY DEBT SUMMARY CONCLUSIONS

- *Blount County has invested heavily over the past ten years, primarily in its school systems, thereby significantly increasing the County's Debt and Debt Service Cost*
  - *\$206 million borrowed, with \$39 million repaid – net increase of \$167 million*
- *Although the Debt Service Fund Balance is healthy at nearly \$13 million, the economic recession has leveled off the growth in assessed value and has negatively impacted Sales Tax revenue.*
  - *Debt Service as a Percentage of unencumbered Gen Fund Income remains at a high level , near the top limit of S&P Risk Assessment range*
  - *Current Credit Rating is between A and AA (Moody's)*
- *Currently, the County's debt structure has a high risk profile with only 31% traditional fixed rate debt.*
  - *In addition, there are interest rate swaps with notional value of \$93 million tied to both VRDO and Interim Fixed rate financings*
  - *Although this effectively hedges the interest rate exposure, associated liquidity fees and basis risk remain*



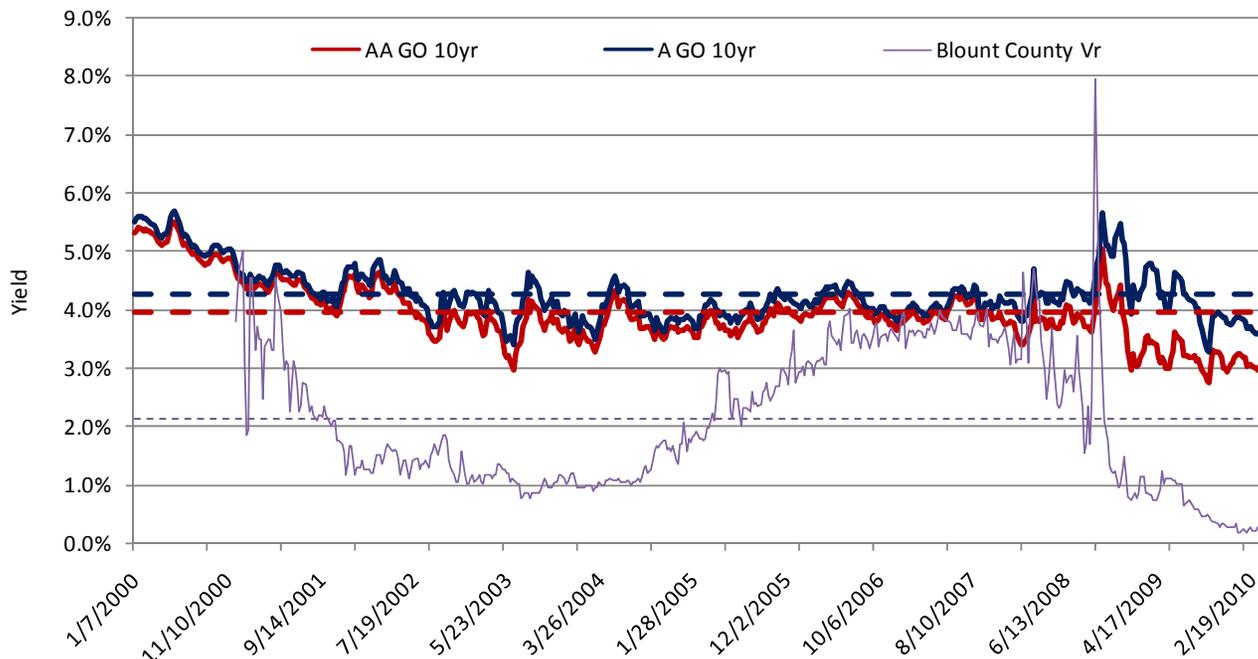
**TAB C**

**HISTORIC MARKET CONDITIONS AND THE IMPACT ON  
BLOUNT COUNTY**

# FIXED & VARIABLE RATE MARKET FOR BLOUNT COUNTY

- Long Term fixed rates are at historic lows. The 10-year spot rate is approximately 100bps below its 10-year average.
- Blount County is rated A1/AA-/A+ by Moody's, Standard & Poors and Fitch Ratings, respectively and could expect a cost of borrowing between the MMD Double-A and Single-A yield curves.
- In addition to interest costs that the County pays on its variable rate bonds, it also pays annual recurring fees for remarketing, liquidity and administrative costs.

➤ On average, the County's short-term variable interest rates have been lower than fixed interest rates, but have been more volatile on a periodic basis. (Chart excludes LOC and other VR carrying costs)



**Blount County VR**  
 Average\* = 2.23  
 Minimum = 0.13  
 Maximum = 9.00  
 Current = 0.25

**AA Fixed Rates:**  
 Average = 3.93  
 Minimum = 2.73  
 Maximum = 5.49  
 On 3/19/10 = 3.01

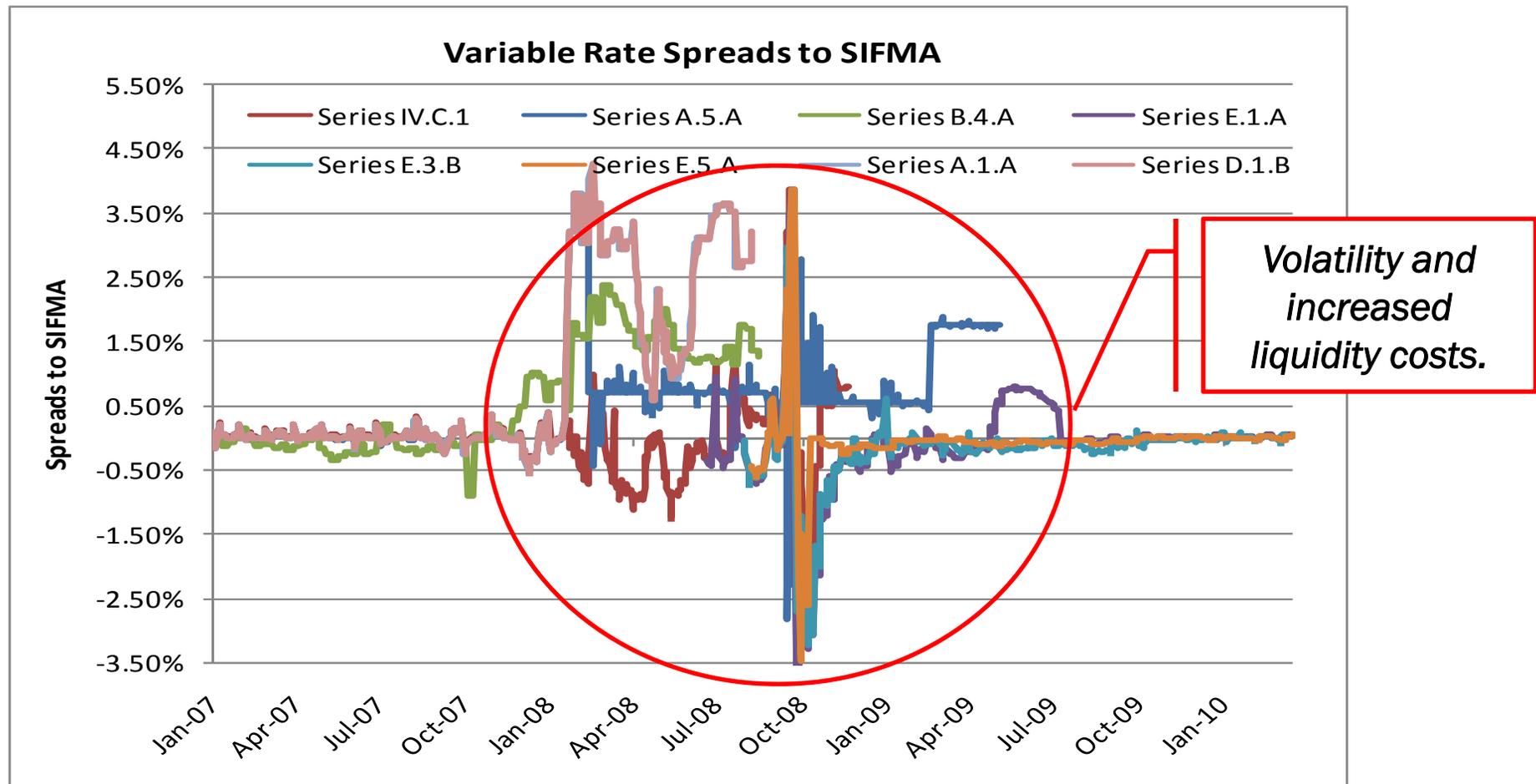
**A Fixed Rates:**  
 Average = 4.26  
 Minimum = 3.27  
 Maximum = 5.67  
 On 3/19/10 = 3.61

\* SIFMA Reset Average over same time period is 2.02%

# IMPACT ON BLOUNT COUNTY DEBT SERVICE COSTS

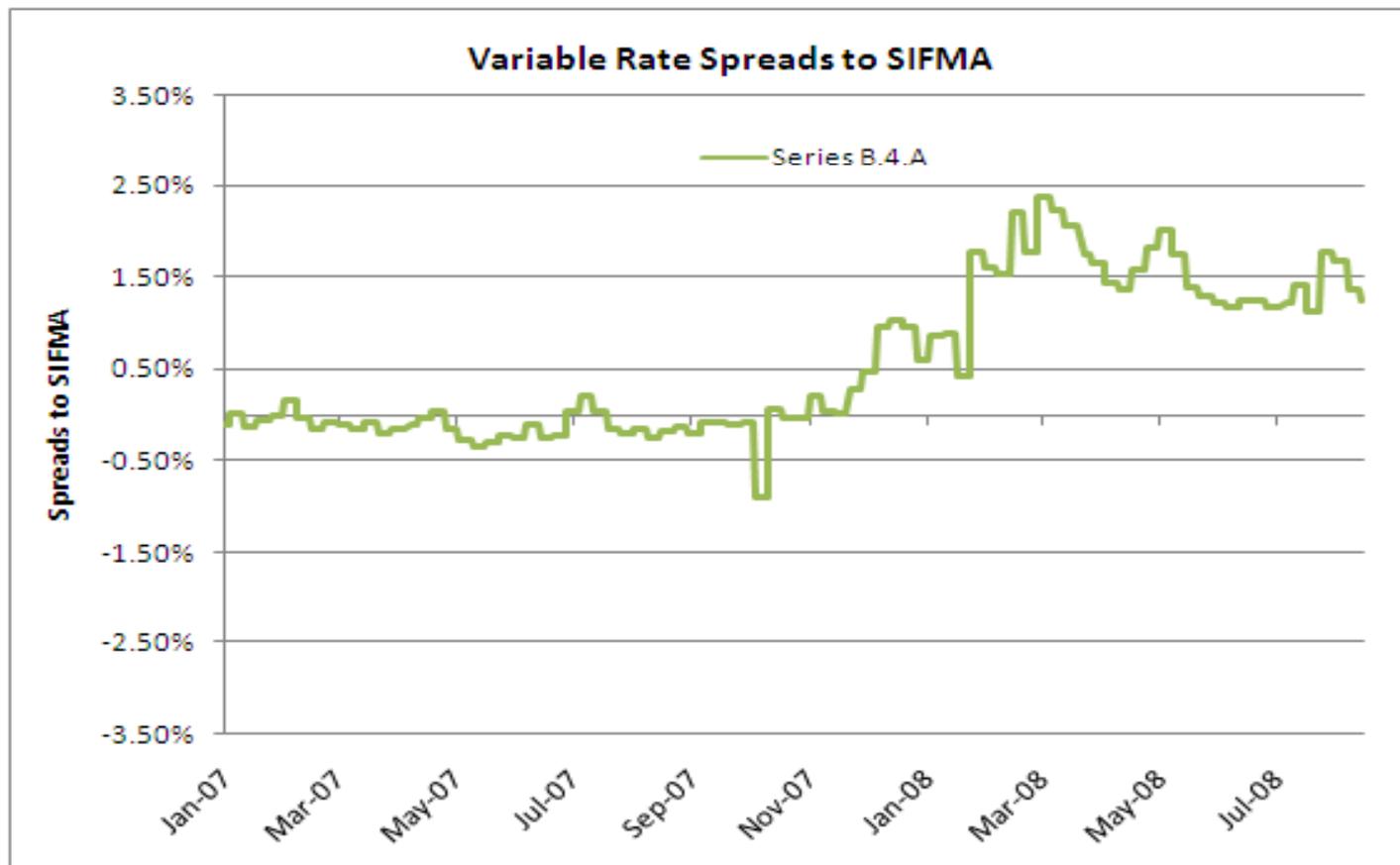
*Blount County has not been immune to the impacts of the global financial crisis:*

*The chart below shows the volatility in interest rates that the County witnessed during the peak of the financial crisis.*



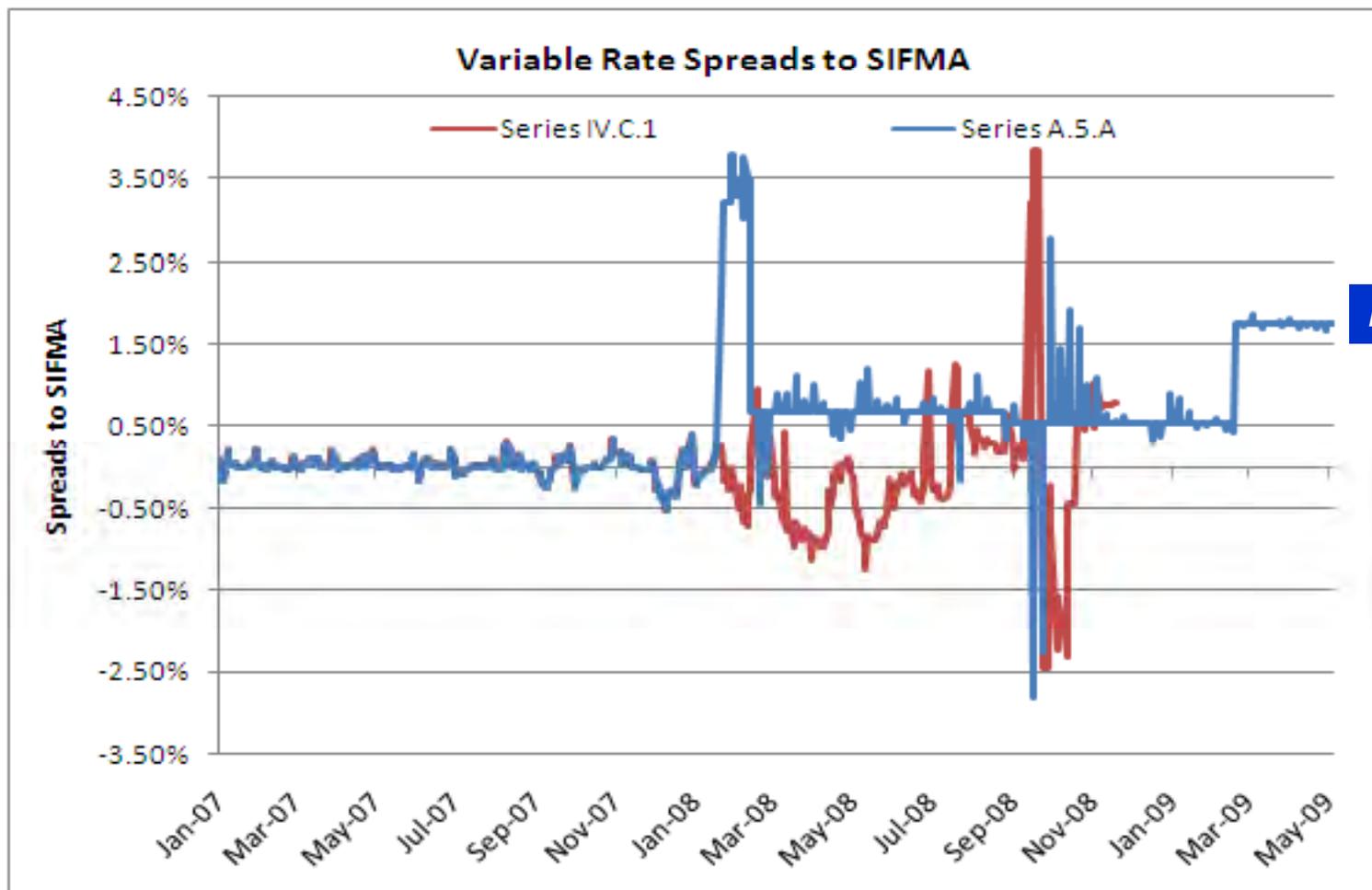
# IMPACT ON BLOUNT COUNTY

- *Collapse of Auction Rate Market caused a restructuring of the Series B.4.A Loan*
  - *The B.4.A Loan began to see increased spreads to SIFMA starting in November of 2007 at which time the bonds traded between 27 & 237 bps above SIFMA until the Loans were refinanced in August of 2008*



# IMPACT ON BLOUNT COUNTY

- Higher SIFMA trading levels (beginning in November of 2007, spreads widen as high as 385bps over SIFMA for some loans)
- Restructure of Series IV.C.1 & Series A.5.A to fixed rate bullet maturity due in 2011





**TAB D**

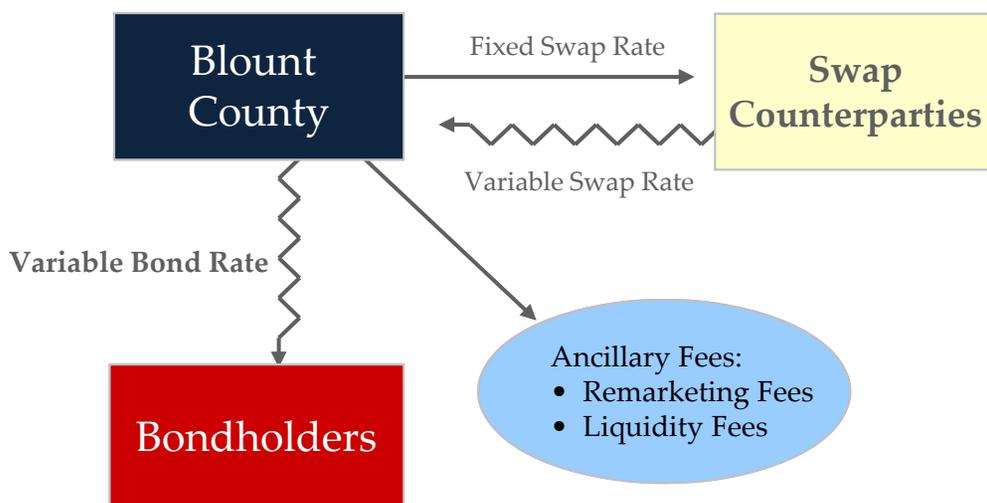
**A DEEPER DIVE INTO BLOUNT COUNTY'S DEBT - HOW HAS THE DEBT STRATEGY PERFORMED OVER THE PAST 10 YEARS?**

# DEBT PROFILE / SWAP ANALYSIS

The County currently retains five fixed payer swaps in order to hedge against rising interest rates and to balance its portfolio of fixed and variable rate debt.

IV-C-1	B-18-A	39,000,000	4.270%	63.45% of 5-Year LIBOR	6/1/23
A-5-A	B-18-A	10,000,000	3.900%	63.20% of 5-Year LIBOR	6/1/30
A-1-A	E-3-B	20,000,000	4.313%	63.45% of 5-Year LIBOR	6/1/31
D-1-B	E-5-A	14,000,000	3.533%	59.00% of 5-Year LIBOR	6/1/27
B-4-A	E-5-A	10,000,000	3.264%	59.00% of 5-Year LIBOR	6/1/28
Total:		93,000,000			

## Current Swap Mechanics:



Current Interest Cost:	B-18-A	E-3-B	E-5-A
Wtd. Avg. Swap Floating Receipts	-1.72%	-1.72%	-1.60%
Wtd Avg. Swap Fixed Payment	4.19%	4.31%	3.42%
Bond Floating Payment*	5.00%	0.22%	0.25%
Liquidity	-	0.49%	0.78%
Remarketing	-	0.05%	0.10%
<b>Current Net Rate</b>	<b>7.48%</b>	<b>3.35%</b>	<b>2.95%</b>

\* The County pays a fixed rate on the Series B-18-A Bonds

# SWAP ANALYSIS SAVINGS ASSUMPTIONS

	\$20 Million	\$49 Million	\$24 Million	\$93 Million
<b>Savings Summary:</b>	Series A-1-A	Series A-5-A & IV-C-1	Series B-4-A & D-1-B	Total
Actual All-in Synthetic FX Cost to Date	4.86%	4.59%	4.63%	
Hypothetical Traditional FR Cost to Date	5.57%	5.57%	4.81%	
PV Savings as of Date of Issuance	\$ 996,961.21	\$4,625,406.72	\$ 192,305.09	\$5,814,673.02
FV Savings as April 15, 2010	\$1,530,017.25	\$6,031,115.33	\$ 255,582.74	\$7,816,715.32

*Savings are derived based on the estimated and actual variable rate cash flows vs. a hypothetical traditional fixed-rate financing as of the original date of issue.*

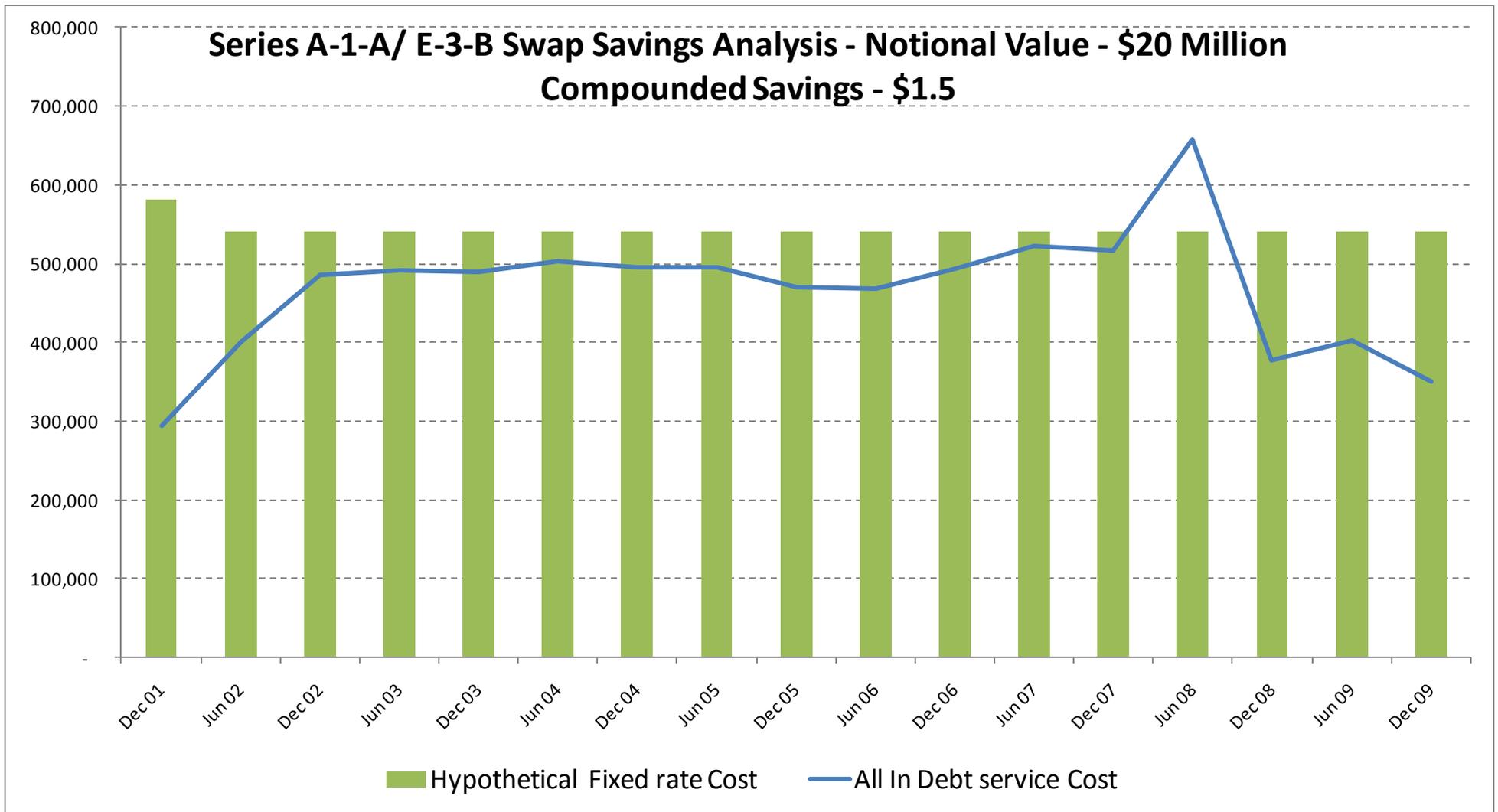
*We have highlighted our assumptions below.*

- *For the traditional fixed rate comparison, AAA MMD Rates as of original financing dates +10bps*
- *Traditional fixed rate bonds are assumed to be amortized as the original variable rate loan structures.*

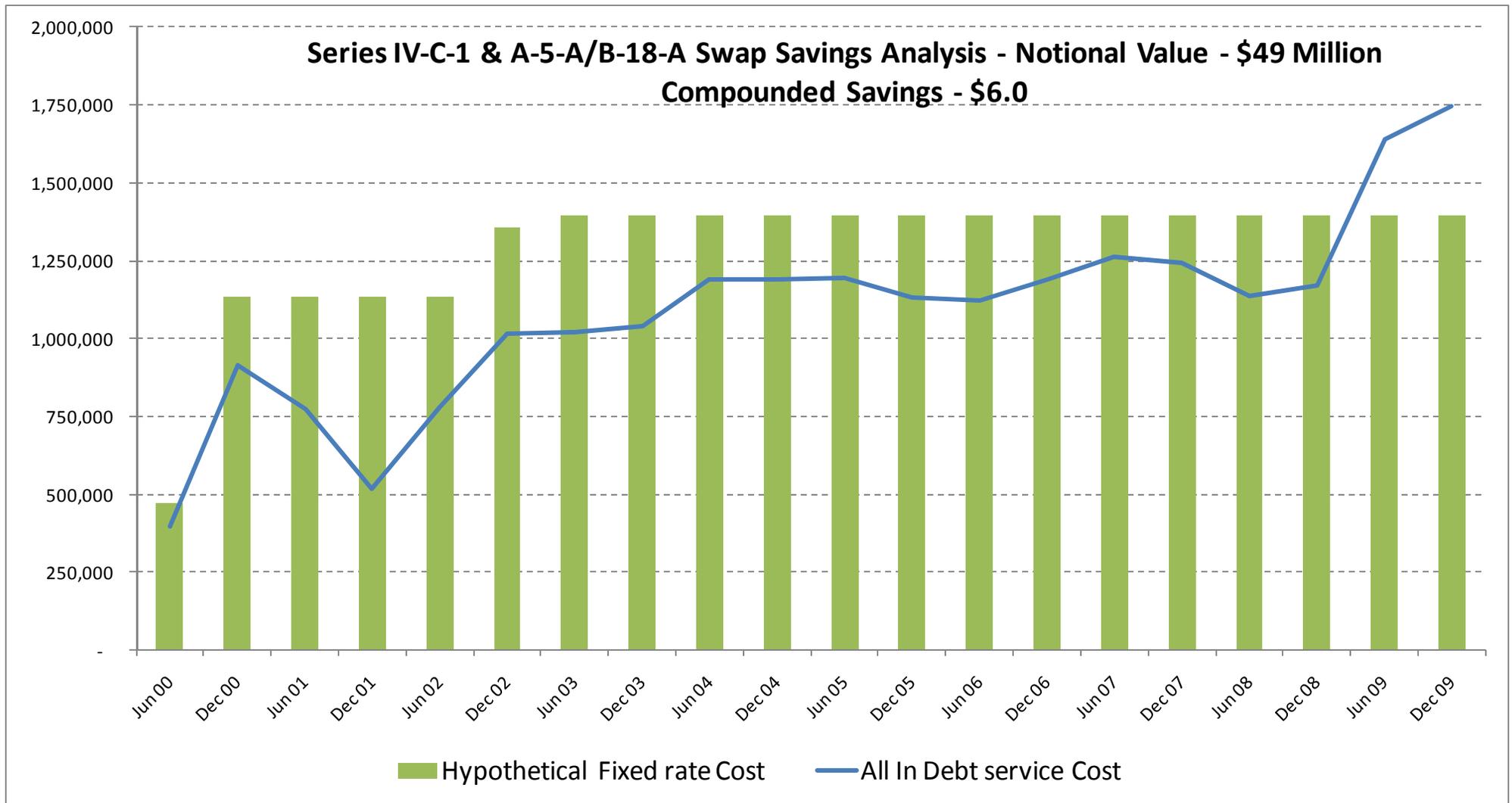
*The future value savings as of April 15, 2010 that the County recognized over the life of these transactions has totaled **\$7,816,715** when compounded at a rate equal to the cost of borrowing for each of the loans.*

*This is a conservative figure, because the County would most likely not have had a AAA Credit Rating, which would have increased the Fixed Interest Rate Assumption*

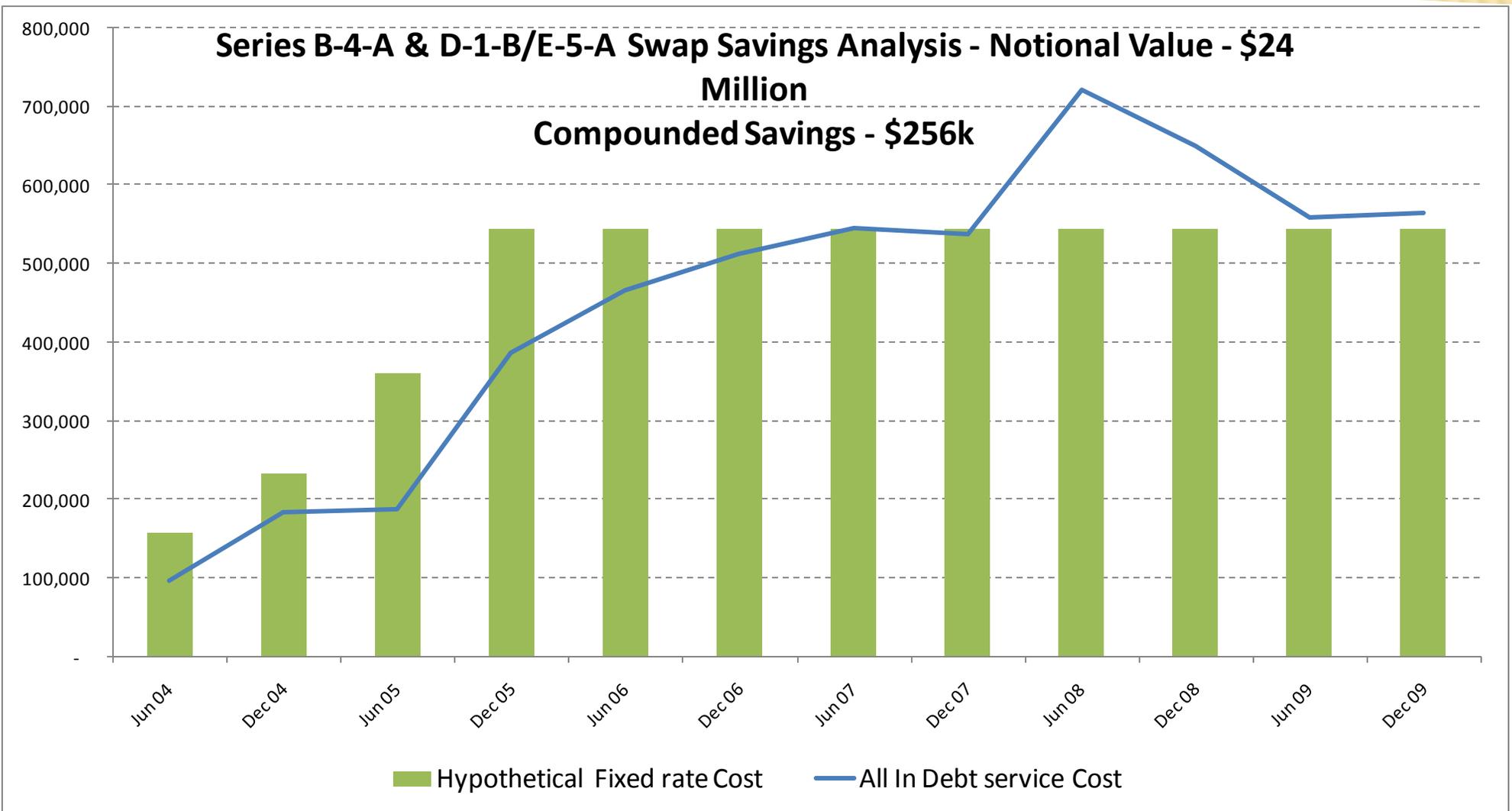
**SWAP A – ALL IN COST OF SYNTHETIC FIXED = 4.86%,  
HYPOTHETICAL TRADITIONAL FIXED WOULD HAVE BEEN 5.57%**



# SWAP B – ALL IN COST OF SYNTHETIC FIXED = 4.59%, HYPOTHETICAL TRADITIONAL FIXED WOULD HAVE BEEN 5.57%



**SWAP C – ALL IN COST OF SYNTHETIC FIXED = 4.63%,  
HYPOTHETICAL TRADITIONAL FIXED WOULD HAVE BEEN 4.81%**



# RATING AGENCIES MEASURE OF VARIABLE RATE EXPOSURE

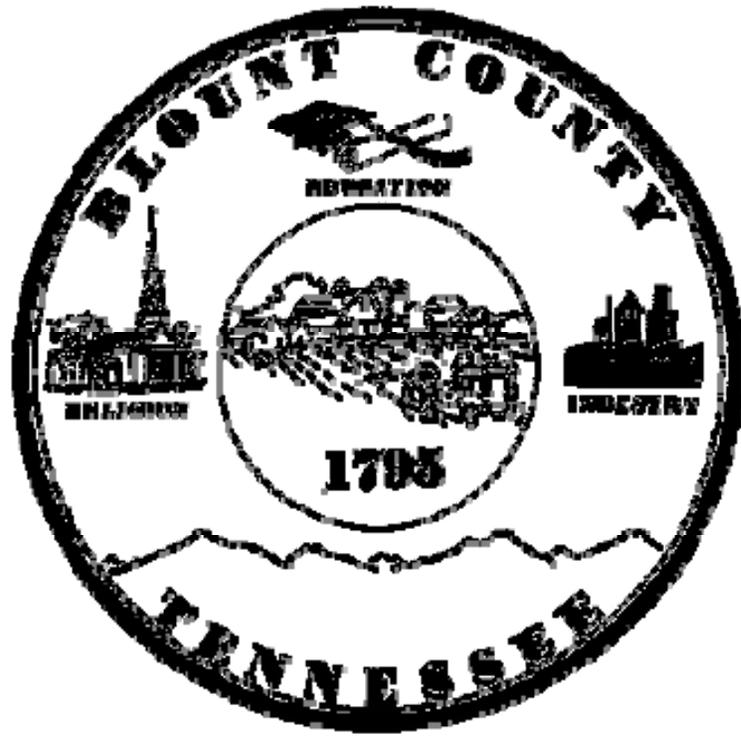
*Considerations specific to variable and synthetic fixed rate debt:*

Moody's Risk Exposure Test <sup>(1)</sup>	Current Blount County Profile	
Does Variable Rate debt (including ARS and CP, hedged and unhedged debt) exceed 25% of total debt	Variable Rate debt and interim fixed financing due in FY2011 represents 69% of all outstanding Blount County debt	
Does total variable rate debt exceed 50% of annual operating revenue	Current total variable rate debt is approximately equal to FY2009 total County Revenue, but is 2.5x the unencumbered General Fund revenues	
Does total debt service (i.e. variable & fixed) exceed 25% of annual operating revenue	Total debt service as a percentage of operating revenue equals 25%	
Does notional amount of swaps exceed 100% of outstanding variable debt	Notional amount of swaps is currently approximately 90% of current outstanding VR debt	
Does puttable debt outstanding exceed 100% of available liquid resources (i.e. average monthly cash balance in operating fund)	The County does not currently have any puttable bonds outstanding which are not supported by a Liquidity Facility.	

(1) As reported in Moody's Special Comment *Potential Risks of Variable Rate Debt and Interest Rate Swaps for U.S. State and Local Governments are Heightened by Economic and Financial Crisis*, October 2009

## BLOUNT COUNTY DEBT PROFILE CONCLUSIONS

- *Variable rate debt, tied to interest rate swaps, have generated \$7.8 Million savings over the past ten years...vs a hypothetical cost of traditional fixed rate debt (conservatively calculated)*
- *However, this debt profile carries significant volatility and risk vs. traditional fixed rate debt going forward*
- *In addition, Moody's Risk Assessment of our variable rate debt position has impacted our overall credit rating*
- *Traditional fixed debt interest rates are at an all time low (by 100 basis points)*
- *\$46 Million refinancing requirement presents opportunity to change the risk profile of Blount County's Debt*



## TAB E

# RESTRUCTURING OPTIONS & CONSIDERATIONS

## SUMMARY OF CONSIDERATIONS

*In determining how to meet current fiscal challenges, Blount County should consider the following:*

- *Cost of restructuring outstanding debt*
- *Fixed Rate vs. Variable Rate Debt Profile*
- *Risk Profile*
- *Effect on Aggregate Debt Service Profile*

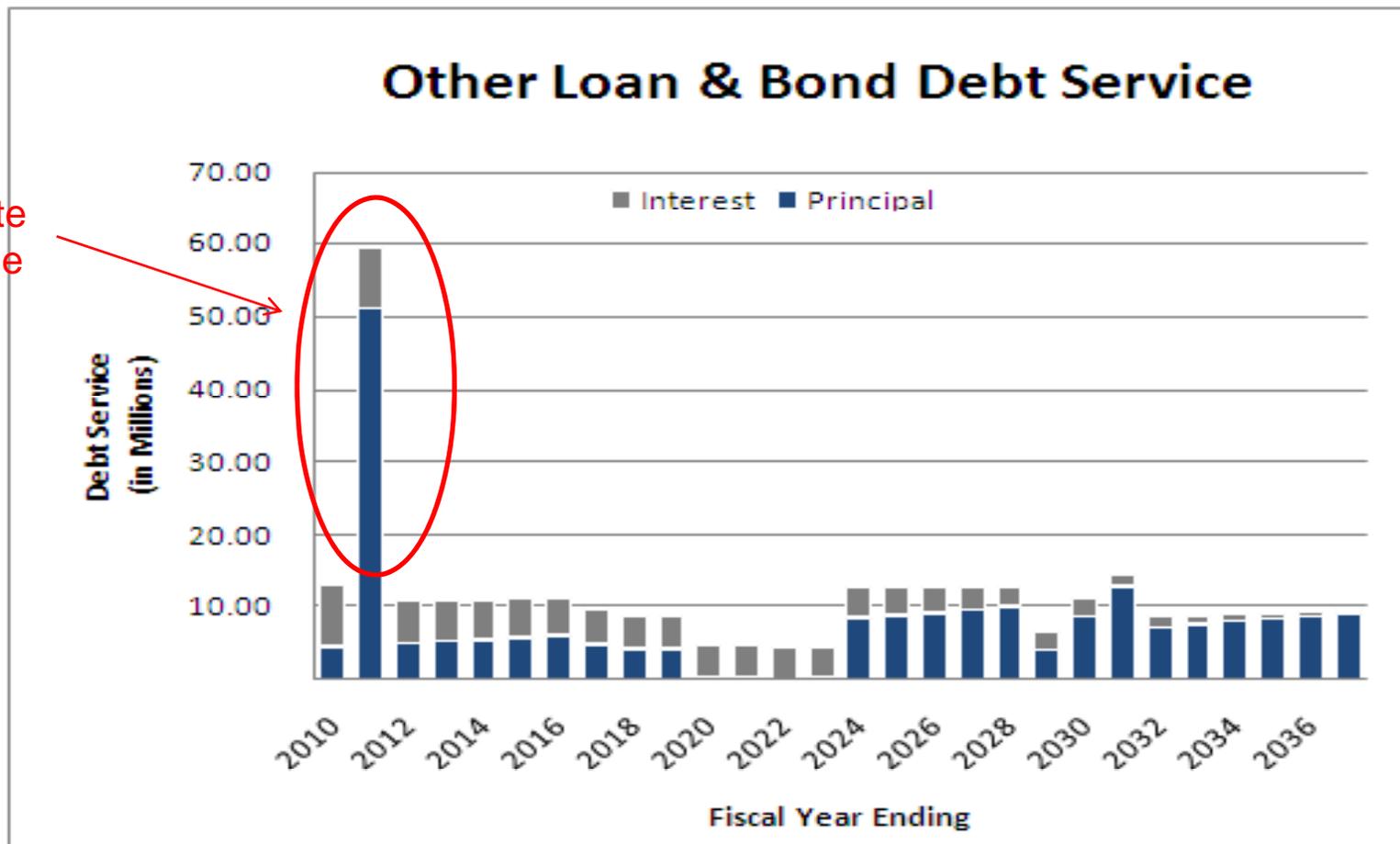
### *Scenarios Reviewed:*

1. *Restructure of the Variable rate Series B.18.A Loan and leave the associated swap in place*
2. *Restructure the Series B.18.A with traditional fixed rates bonds and terminate associated swap with taxable bond proceeds*
3. *Restructure the Series B.18.A with traditional fixed rates bonds and reassign associated swap to the variable Series E.1.A loan*
4. *Restructure the Series B.18.A and the Series E.1.A with traditional fixed rates bonds and terminate associated swap with taxable bond proceeds*

# DEBT PROFILE / DEBT SERVICE GRAPH

The County's *current debt portfolio* requires an FY2011 payment of \$46mm in association with Series B.18.A which restructured IV.C.1 & A.5.A. The County has several options to address the impending payment.

Immediate  
Challenge



# ALTERNATIVES FOR RESTRUCTURING B.18.A (WHICH RESTRUCTURED IV.C.1 & A.5.A)

## Option 1 (Base Case): Refinance the Bonds with Variable Rate Demand Obligations (VRDOs) and retain swap

### Sources:

Bond Proceeds:	
Par Amount	49,000,000.00
	49,000,000.00

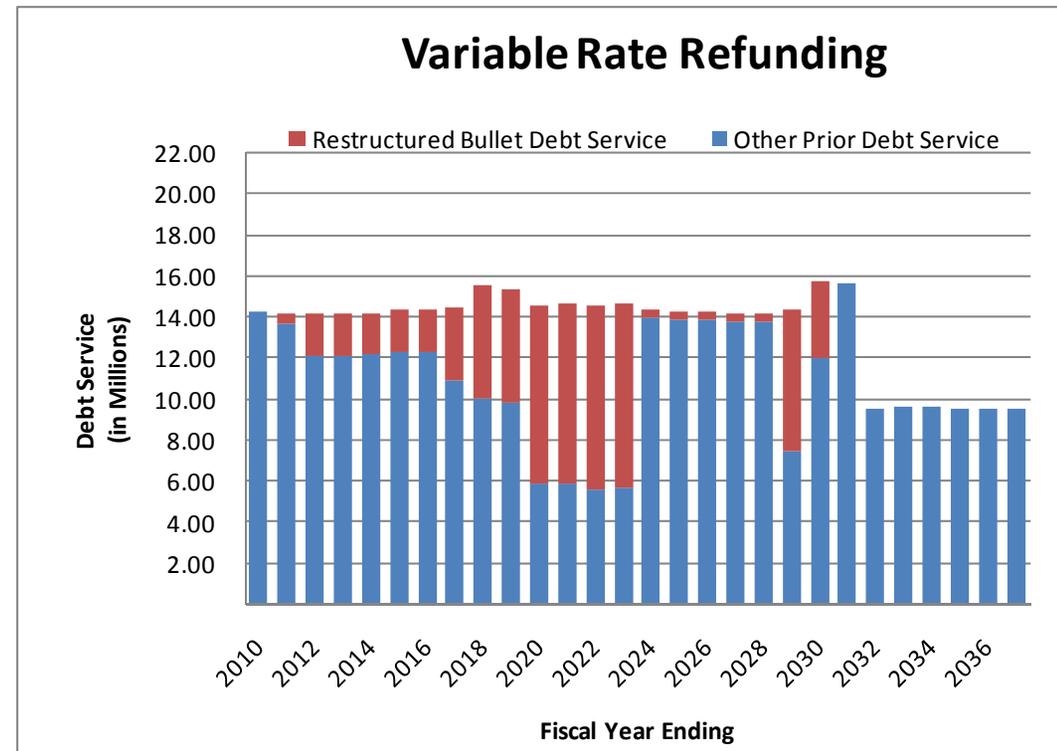
### Uses:

Project Fund Deposits:	
Capital Projects	865,959.94
Refunding Escrow Deposits:	
Cash Deposit	1.06
SLGS Purchases	47,693,039.00
	47,693,040.06

### Delivery Date Expenses:

Cost of Issuance	196,000.00
Underwriter's Discount	245,000.00
	441,000.00
	49,000,000.00

**Note:** Assumes the Bonds are issued to mirror the existing swap.



### Assumptions:

Cost of Issuance, \$4 per \$1,000 Bond  
 Underwriter's Discount, \$5 per \$1,000 Bond  
 Current Swap Amortization Schedule and Rates (3.90% and 4.27%)  
 + Liquidity 90 BPs, Remarketing 15 BPs, Basis Risk 0 BPs

### Statistics of Variable Rate Restructure:

All In Total Interest Cost: 5.517%  
 Total P & I: \$73.1mm

# SUMMARY OF OPTIONS AVAILABLE FOR BLOUNT COUNTY

## *Option 1: Refinance the Bonds with Variable Rate Demand Obligations (VRDOs)*

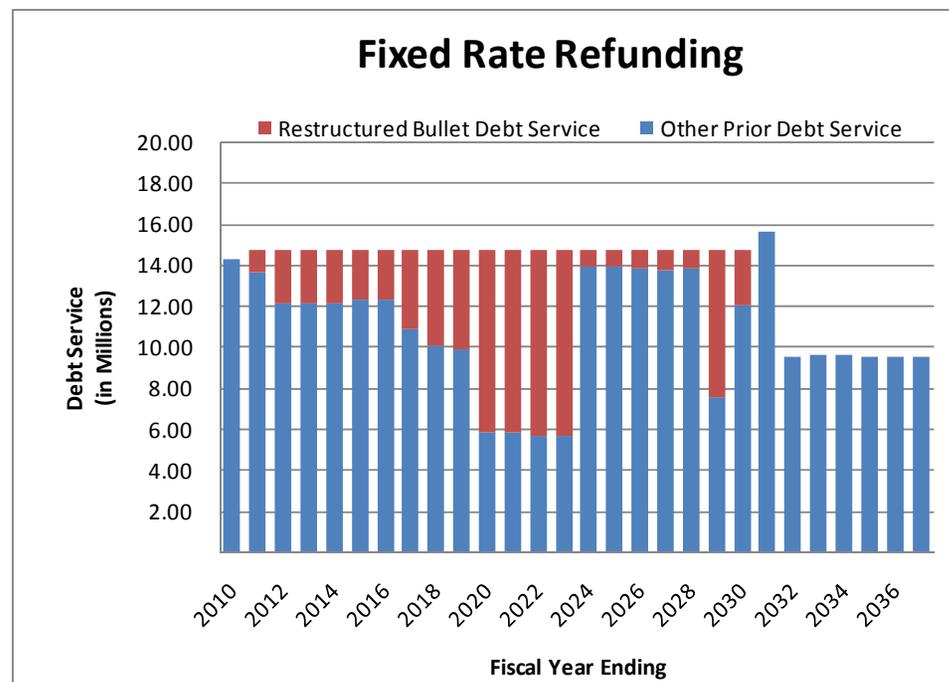
Bond Market		Swap Market
Advantages	Disadvantages	
<ul style="list-style-type: none"> <li>▶ Flexibility to redeem the Bonds or convert to a traditional fixed rate structure with minimal notice (However, swap termination would need to be considered)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Required to obtain a letter of credit /liquidity at relatively high cost (75-150 bps)</li> <li>▶ Exposes the County to basis risk, liquidity and credit provider risk</li> <li>▶ Variable rate risk exposure relatively high as measured by Moody's Risk Exposure Test</li> </ul>	<ul style="list-style-type: none"> <li>▶ Ability to leave the swap in place and avoid termination payment</li> </ul>

***Risks: Market Rate Interest Risk, Tax Law Change Risk, Liquidity Renewal Risk***

# ALTERNATIVES FOR RESTRUCTURING B.18.A (WHICH RESTRUCTURED IV.C.1 & A.5.A)

## *Option 2: Refinance the Bonds with Fixed Rate Bonds & Fund Termination Payment with Taxable Bonds*

Sources:	FR_REF2	TAX_TERM	Total
<b>Bond Proceeds:</b>			
Par Amount	46,990,000.00	5,180,000.00	52,170,000.00
Net Premium	1,125,553.65		1,125,553.65
	48,115,553.65	5,180,000.00	53,295,553.65
<b>Uses:</b>			
<b>Refunding Escrow Deposits:</b>			
Cash Deposit	1.06		1.06
SLGS Purchases	47,693,039.00		47,693,039.00
	47,693,040.06		47,693,040.06
<b>Delivery Date Expenses:</b>			
Cost of Issuance	187,960.00	20,720.00	208,680.00
Underwriter's Discount	234,950.00	36,260.00	271,210.00
IV-C-A Swap Termination		4,210,000.00	4,210,000.00
A-5-A Swap Termination		910,000.00	910,000.00
	422,910.00	5,176,980.00	5,599,890.00
<b>Other Uses of Funds:</b>			
Additional Proceeds	-396.41	3,020.00	2,623.59
	48,115,553.65	5,180,000.00	53,295,553.65



### Assumptions:

- Cost of Issuance, \$4 per \$1,000 Bond
- Tax Exempt Underwriter's Discount, \$5 per \$1,000 Bond
- Taxable Underwriter's Discount, \$7 per \$1,000 Bond
- Tax Exempt MMD AAA Rates as of 3/22/2010 +60bps
- Taxable AA General Market Rates as of 03/22/2010

### Statistics of Fixed Rate Restructure with Termination of Swap:

- All In Total Interest Cost: 5.01%
- Total P & I: \$75.2mm

# SUMMARY OF OPTIONS AVAILABLE FOR BLOUNT COUNTY

## *Option 2: Refinance the Bonds with Fixed Rate Bonds & Fund Termination Payment with Taxable Bonds*

Bond Market		Swap Market
Advantages	Disadvantages	
<ul style="list-style-type: none"> <li>▶ Establishes a fixed interest cost insulated from future interest rate volatility</li> <li>▶ Passes credit risk to bondholders</li> <li>▶ Current market rates for long term debt are relatively low compared to historical averages</li> <li>▶ Increases the County's capacity to borrow variable rate debt in the future when rates may be higher</li> <li>▶ Reduces the on-going administration expense associated with variable rate debt and periodic liquidity renewal</li> <li>▶ Improves assessment of Moody's Risk Exposure Test</li> </ul>	<ul style="list-style-type: none"> <li>▶ Limited flexibility to call the bonds (with a standard 10 year call provision)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Requires termination, at a market loss, of the interest rate agreement and uses a taxable cost of capital</li> <li>▶ Reduces swap exposure</li> </ul>

**Risks: (all passed to investors)**

# ALTERNATIVES FOR RESTRUCTURING B.18.A (WHICH RESTRUCTURED IV.C.1 & A.5.A)

## *Option 3: Refinance the Bonds with Fixed Rate Bonds & Reassign Swap Agreement to Outstanding Variable Rate Series*

### Sources:

#### Bond Proceeds:

Par Amount	46,905,000.00
Net Premium	1,214,345.25

48,119,345.25

### Uses:

#### Refunding Escrow Deposits:

Cash Deposit	1.06
SLGS Purchases	47,693,039.00

47,693,040.06

#### Delivery Date Expenses:

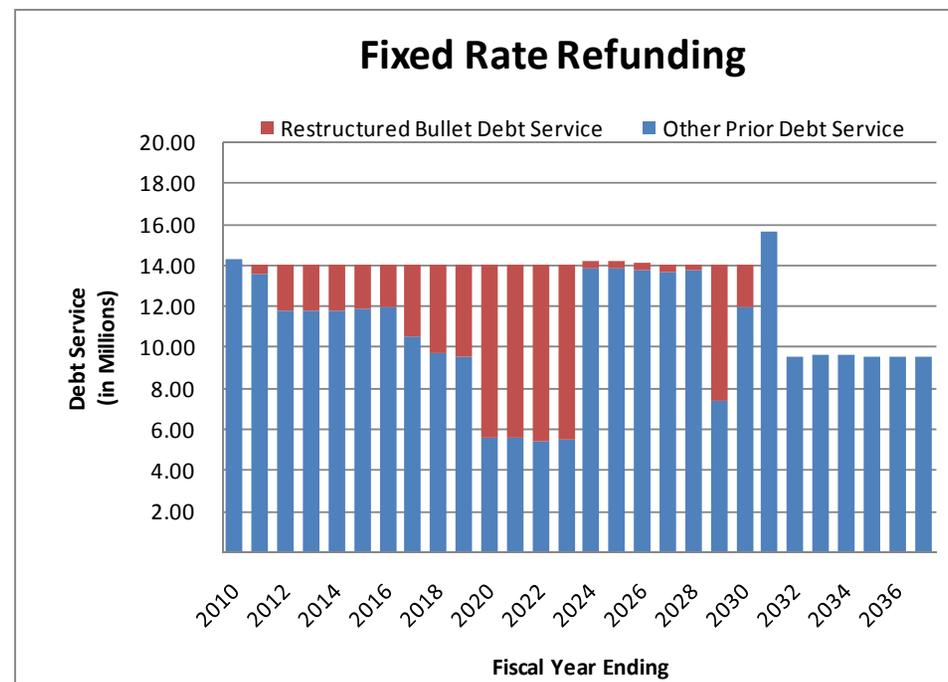
Cost of Issuance	187,620.00
Underwriter's Discount	234,525.00

422,145.00

#### Other Uses of Funds:

Additional Proceeds	4,160.19
---------------------	----------

48,119,345.25



### Assumptions:

Cost of Issuance, \$4 per \$1,000 Bond

Tax Exempt Underwriter's Discount, \$5 per \$1,000 Bond

Tax Exempt MMD AAA Rates as of 3/22/2010 +60bps

### Statistics of Fixed Rate Restructure and Reassignment of Swap:

All In Total Interest Costs: 3.72%

Total P & I: \$66.8mm

# SUMMARY OF OPTIONS AVAILABLE FOR BLOUNT COUNTY

## *Option 3: Refinance the Bonds with Fixed Rate Bonds & Reassign Swap Agreement to Outstanding Variable Rate Series*

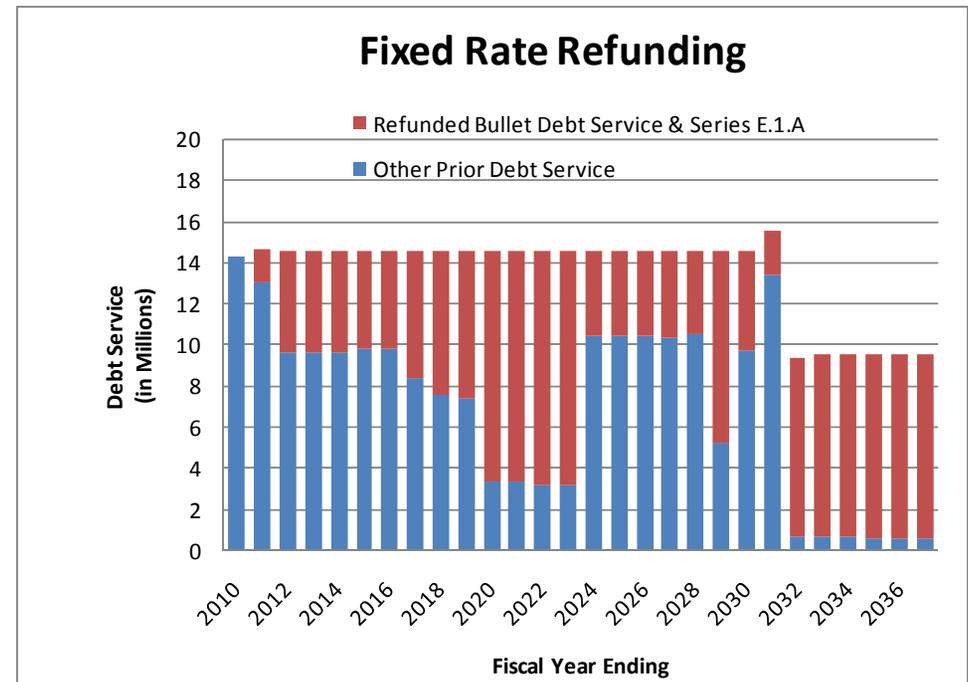
Bond Market		Swap Market
Advantages	Disadvantages	
<ul style="list-style-type: none"> <li>▶ Establishes a fixed interest cost insulated from future interest rate volatility</li> <li>▶ Passes credit risk to bondholders</li> <li>▶ Current market rates for long term debt are relatively low compared to historical averages</li> <li>▶ Increases the County's capacity to borrow variable rate debt in the future when rates may be higher</li> <li>▶ Reduces the on-going administration expense associated with variable rate debt and periodic liquidity renewal</li> <li>▶ Improves assessment of Moody's Risk Exposure Test</li> </ul>	<ul style="list-style-type: none"> <li>▶ Limited flexibility to call the bonds (with a standard 10 year call provision)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Reassigns interest rate agreement to an outstanding variable rate issue (E.1.A) and mitigates the interest rate volatility associated with this issue.</li> <li>▶ Alleviates the need to terminate the swap in a lower market rate environment which translates to a termination payment</li> </ul>

***Risks: (all passed to investors)***

# ALTERNATIVES FOR RESTRUCTURING B.18.A & E.1.A

## *Option 4: Refinance both Series B.18.A & Series E.1.A with Fixed Rate Bonds & Terminate Swap Agreement*

Sources:	FR_REF3B	TAXTRM3B	Total
Bond Proceeds:			
Par Amount	98,010,000.00	5,180,000.00	103,190,000.00
Net Premium	1,270,765.35		1,270,765.35
	99,280,765.35	5,180,000.00	104,460,765.35
Uses:	FR_REF3B	TAXTRM3B	Total
Refunding Escrow Deposits:			
Cash Deposit	1.30		1.30
SLGS Purchases	98,396,417.00		98,396,417.00
	98,396,418.30		98,396,418.30
Delivery Date Expenses:			
Cost of Issuance	392,040.00	20,720.00	412,760.00
Underwriter's Discount	490,050.00	36,260.00	526,310.00
IV-C-A Swap Termination		4,210,000.00	4,210,000.00
A-5-A Swap Termination		910,000.00	910,000.00
	882,090.00	5,176,980.00	6,059,070.00
Other Uses of Funds:			
Additional Proceeds	2,257.05	3,020.00	5,277.05
	99,280,765.35	5,180,000.00	104,460,765.35



### Assumptions:

Cost of Issuance, \$4 per \$1,000 Bond

Tax Exempt Underwriter's Discount, \$5 per \$1,000 Bond

Tax Exempt MMD AAA Rates as of 3/22/2010 +60bps

### Statistics of Fixed Rate Restructure of Series B.18.A & Series E.1.A and Termination of Swap:

All In Total Interest Costs: 4.79%

Total P & I: \$181.7mm

# SUMMARY OF OPTIONS AVAILABLE FOR BLOUNT COUNTY

## *Option 4: Refinance both Series B.18.A & Series E.1.A with Fixed Rate Bonds & Terminate Swap Agreement*

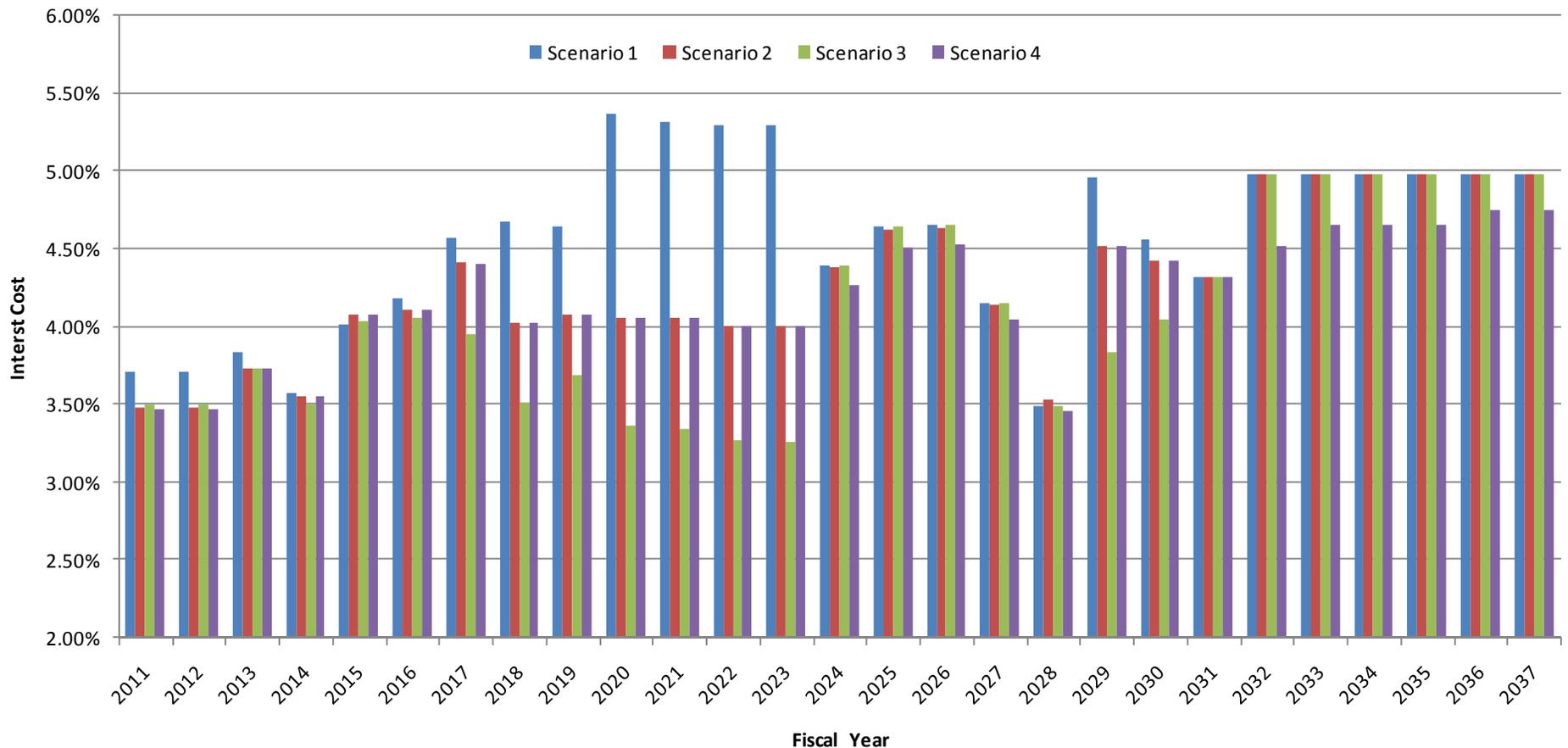
Bond Market		Swap Market
Advantages	Disadvantages	
<ul style="list-style-type: none"> <li>▶ Establishes a fixed interest cost on the two issues, insulated from future interest rate volatility</li> <li>▶ Passes credit risk to bondholders</li> <li>▶ Current market rates for long term debt are relatively low compared to historical averages</li> <li>▶ Increases the County's capacity to borrow variable rate debt in the future when rates may be higher</li> <li>▶ Reduces the on-going administration expense associated with variable rate debt and periodic liquidity renewal</li> <li>▶ Largest improvement to assessment of Moody's Risk Exposure Test</li> </ul>	<ul style="list-style-type: none"> <li>▶ Limited flexibility to call the bonds (with a standard 10 year call provision)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Requires termination, at a market loss, of the interest rate agreement and uses a taxable cost of capital</li> <li>▶ Reduces swap exposure</li> </ul>

**Risks: (all passed to investors)**

# SUMMARY OF COSTS & SAVINGS

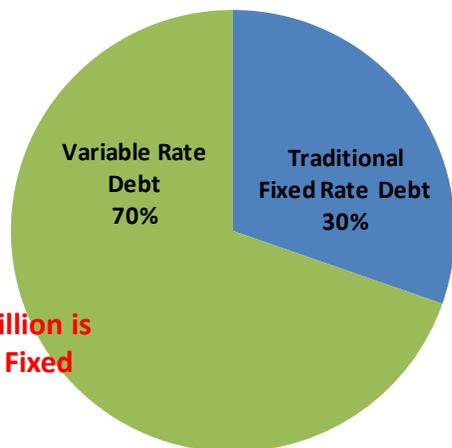
	Scenario 1 Refund to Vr	Scenario 2 Fixed - Terminate Swap	Scenario 3 Fixed - Re-assign Swap	Scenario 4 Fixed- Terminate Swap & Refinance Series E.1.A
<i>Agg. Debt Service Information</i>				
Agg. DS	369,042,303	366,566,804	353,384,869	362,955,482
Agg. Avg. Annual DS	13,668,233	13,576,548	13,088,328	13,442,796
PV of Agg. DS at 5%	204,240,508	202,600,827	194,461,223	200,613,636

### Interest Cost for each Fiscal Year



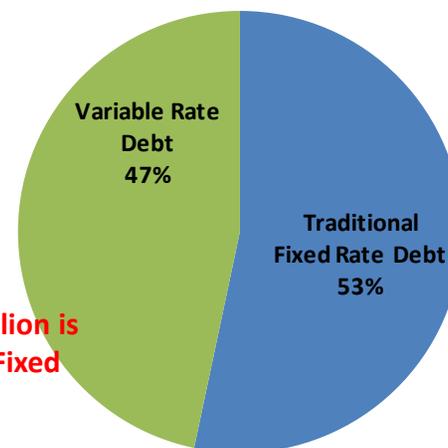
# DEBT COMPOSITION COMPARISON

*Composition resulting from Scenario 1 (VR)*



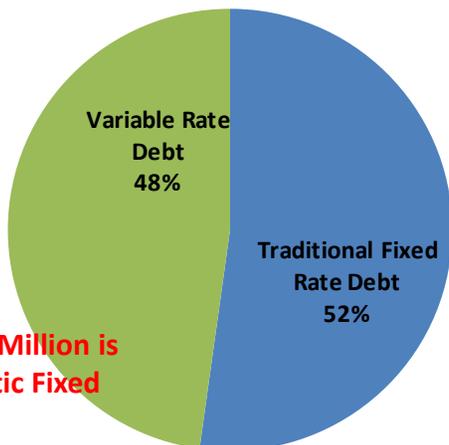
**\$93 Million of \$153 Million is swapped to Synthetic Fixed Rate Debt**

*Composition resulting from Scenario 2 (TE FR w/ Taxable Termination Pmt)  
Applies to restructure of Series B.18.A*



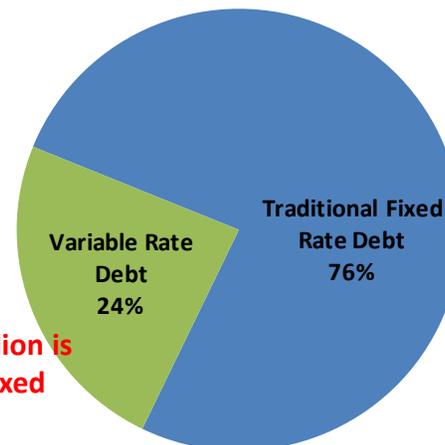
**\$44 Million of \$103 Million is swapped to Synthetic Fixed Rate Debt**

*Composition resulting from Scenario 3 (TE FR w/ Reassignment of Swap)  
Applies to restructure of Series B.18.A*



**\$93 Million of \$103 Million is swapped to Synthetic Fixed Rate Debt**

*Composition resulting from Scenario 4 (TE FR w/ Taxable Termination of Swap)  
Applies to restructure of Series B.18.A & Series E.1.A*



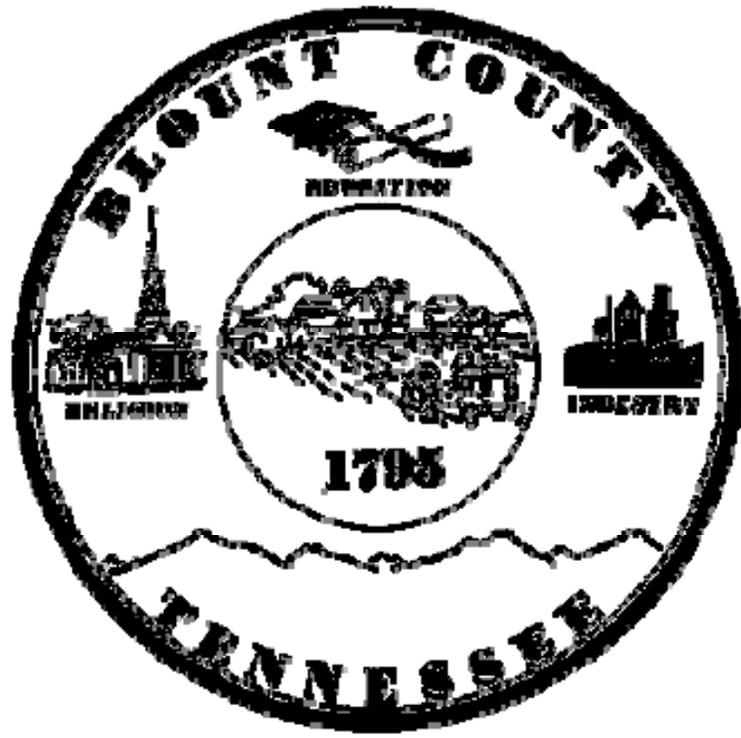
**\$44 Million of \$53.4 Million is swapped to Synthetic Fixed Rate Debt**

# BUDGET IMPLICATIONS

\$000	Blount County Debt Service Cost						
	Budget	Projected	Budget	2011 Projected Debt Service Costs			
	<u>FY09-10</u>	<u>FY09-10</u>	<u>FY10-11</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Current Profile Debt Service	17,548	14,000	17,167	14,000	14,000	14,000	14,000
Incremental Debt Service Cost				517	1,033	463	1,619
Total Debt Service Cost	17,548	<b>14,000</b>	17,167	14,517	15,033	14,463	15,619

Note: Option's 2 and 4 are higher because of \$500k payment for the taxable swap termination cost  
 This could be avoided by paying the termination cost out of Debt Service Fund Balance

For the past four years, Variable Rate Debt has been conservatively budgeted at 5%, while the County has enjoyed interest rates below 4%. This is why DS Fund Balance had grown from \$5 Million to nearly \$13 Million. Therefore, although actual debt service cost increases with any of The four scenarios, the projected debt service cost will be below current fiscal year budget.



# TAB F

## RECOMMENDATION

# PFM AND THE FINANCE DIRECTOR'S RECOMMENDATION

- In an order to assist the County to:
  - ✓ better manage future debt service cost
  - ✓ insulate the county from future interest rate market volatility
  - ✓ access the capital markets while interest rates are near historic lows
  - ✓ reduce the on-going administration associated with variable rate debt and periodic liquidity renewal
- PFM and the Finance Director recommends to the County: **Option 4**
  - Refinance Series B.18.A with fixed rate bonds (\$46 Million- PFM will provide the County with advantages and disadvantages to issuing the bonds on a negotiated versus competitive basis)
  - Terminate the swap associated with Series B-18-A – Finance with taxable tail
  - Call Series E-1-A VRDO - \$50.5 million and refinance with Traditional Fixed rate debt

## SUMMARY AND NEXT STEPS...

- Commission Decision on overall strategy
  - Approve as recommended, or modify as Commission requests
- Fold the execution action plans into an overall Debt Management Strategy  
Document so that the individual execution steps can continually be tested against the approved Strategy
- Seek State acknowledgement of the approved strategy
- Strategy- move from current state to target state described below
  - Current State – 31% Traditional Fixed Rate Debt with \$46 million bullet due June 2011 which cannot be called before then, \$49 Million Interest Rate Swap tied to the bullet payment. \$50.5 Million E-1-A Series pure VRDO
  - Target State – 75% Traditional Fixed Rate Debt, remaining 25% hedged with \$47 million interest rate swap (with the exception of \$9 million)
- Action items to reach the Target State
  - Call Series E-1-A VRDO and refinance to Traditional Fixed Rate Debt
  - Terminate \$49 Million Swap associated with \$46 Million Bullet
    - Finance with taxable tail debt issuance, or...
    - Pay termination cost from Debt Service Fund Balance
  - Refinance \$46 Million Bullet payment in first half 2011 into traditional fixed Rate Debt
- Note – Execution timing of recommended strategy is subject to dynamic market conditions.....Sequence of events will depend on the market conditions which will be monitored daily by the County's FA – PFM, to achieve lowest cost possible. During the next 15 months, market conditions can either go with us or against us.....we will adjust timing and perhaps the overall strategy as appropriate

# INVITATION TO BID AND CONTRACT AWARD



BLOUNT COUNTY PURCHASING DEPARTMENT  
385 COURT STREET  
MARYVILLE, TENNESSEE 37804-5906

INVITATION TO BID

RETURN BID IN SEALED ENVELOPE  
(Bidder to complete all blanks)

The undersigned agrees, if this bid is accepted within the time frame specified herein, to furnish all supplies/services described or specified, at the prices quoted beside each item in strict accordance with the bid specifications. A Blount County Purchase Order signed by the Purchasing Agent and County Financial Officer will be issued as needed.

Payment Terms shall be \_\_\_\_\_% \_\_\_\_\_days (Offers of less than 20 days will not be considered in bid evaluation)

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- Page 1 - Invitation and Contract Award
- Page 2-5 - Terms and Conditions
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- Page 12 - Pricing Page
- Page 13-14 - Attachment A
- Page 15-16 - Attachment B
- Page 17 - Attachment C
- Page 18 - Title VI Compliance
- Page 19 - Background Check Compliance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date and Phone Number

**PUBLIC OPENING OF ALL BIDS WILL BE HELD AT THE DATE AND TIME LISTED IN THE PURCHASING DEPARTMENT, ROOM 319, AT THE BLOUNT COUNTY COURTHOUSE 385 COURT STREET, MARYVILLE, TN 37804-5906.**

Bid No. \_\_\_\_\_ Title: Ambulance Service

Bid Deadline Date and Time: \_\_\_\_\_ Buyer: Teresa Johnson Phone: 865-273-5740

Date Issued	F.O.B. Point: Blount County, Tennessee	This Bid is Formal <input checked="" type="checkbox"/> Informal <input type="checkbox"/>
-------------	---	---

- ONE TIME PURCHASE                       ONE YEAR FIXED PRICE CONTRACT                       OTHER Five year contract term

**BID DEPOSIT REQUIREMENTS**

- NONE REQUIRED                       CHECK OR BOND \$ 10,000.00 (SEE GENERAL CONDITIONS ENCLOSED)

**PERFORMANCE BOND**

- NOT Required                       To be submitted in amount of 100 % of annual contract total

**SAMPLES**

- Samples are to be submitted with Bid                       Samples shall be available within 10 days after notification  
 NOT Required

**DESCRIPTIVE LITERATURE AND TECHNICAL DATA**

- To be submitted with bid                       To be submitted on Brand substitutions only  
 NOT Required

BLOUNT COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference.

**To be completed by Blount County:                      CONTRACT AWARD**

Date \_\_\_\_\_ Contract No. \_\_\_\_\_ Contract Period \_\_\_\_\_ to \_\_\_\_\_

The above bid is accepted in the amount of \$ \_\_\_\_\_ as pertains to item(s) \_\_\_\_\_  
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

BLOUNT COUNTY, TENNESSEE

Purchase Order No. \_\_\_\_\_ BY \_\_\_\_\_  
Purchasing Agent

# TERMS AND CONDITIONS OF THE INVITATIONS FOR BID

## AWARD

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The County may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation to Bids, will be most advantageous to the County price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

## PREPARATION OF BIDS

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes must be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.

(C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

## EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders.

## ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

## SUBMISSION OF BIDS

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The bidder shall show the bid deadline date and time specified in the Invitation, the Invitation number, and the name and address of the bidder on the face of the envelope.

(B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

## FAILURE TO SUBMIT BID

If no bid is to be submitted do not return the Invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that further invitations are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

## MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for the receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid deadline. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact hour and date set for the bid deadline. Telephonic invitations to withdraw a bid will not be considered.

## LATE BIDS AND MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modification on or before the bid deadline date and time. Late bids will be returned to the bidder unopened.

## SELLER'S INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information:

Contract number (if any), purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Central Accounting Department, 341 Court Street, Blount County Courthouse, Maryville, Tennessee 37804-5906.

## BID DEPOSITS

Bid deposit not required

Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of **\$10,000.00** made payable to the Blount County Trustee, for the measure of the liquidated damages which the County will sustain and the proceeds thereof will become property of the County if for any reason the bidder:

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

(B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within 10 days a Performance Bond, if required; and the written agreement, formally evidencing the terms of the Invitation to bids and his bid as submitted.

The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

#### PERFORMANCE BONDS

Performance Bond not required

Performance Bond required – note the following:

The successful bidder will furnish a Performance Bond made payable to Blount County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the annual contract total. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

#### COMPLIANCE WITH LAWS

The bidder shall comply with all laws relating to sale of and purchases by County Governments insofar as they pertain to the purchase made under this contract.

#### QUALIFICATIONS OF BIDDERS

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

#### MATERIAL AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

#### DELIVERY

Indicate delivery in calendar days after receipt of order N/A. This delivery is firm and must be met. Invitation for extensions will not be considered except as noted under Clause 9 under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery.

Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: (See F.O.B. Point – Page 1).

#### FEDERAL TAX AND STATE SALES TAX

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon request of the contractor.

#### GUARANTEE

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

#### PLEASE NOTE

Blount County does not accept bids by facsimile or any electronic transmission.

# TERMS AND CONDITIONS OF PURCHASE

## 1. DEFINITIONS

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications" include instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The NIGP *Dictionary of Purchasing Terms*, Second Edition, 1974, published by the National Institute of Government Purchasing, will govern on questions as to any other definition in this contract.

## 2. CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

## 3. TRANSPORTATION CHARGES

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

## 4. PACKAGING

The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

## 5. INSPECTION AND ACCEPTANCE

No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

## 6. WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

## 7. PATENTS

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

## 8. QUANTITIES

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

## 9. ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

## 10. INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

## 11. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

## 12. COMPLIANCE WITH APPLICABLE LAWS

The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

**13. TIME OF DELIVERY**

To insure adequate service level to the people, Blount County requires that all material ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

**14. NOTICE AND SERVICE THEREOF**

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his authorized representative on the work.

**15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

**16. TERMINATION OF CONTRACT**

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

**17. RESPONSIBILITY FOR SUPPLIES**

The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

**18. CONTRACT MODIFICATION**

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**19. INDEMNIFICATION AND INSURANCE**

If any such work covered by this contract is to be done on the County's premises, contractor agrees to carry liability and Worker's Compensation, satisfactory to the County, and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the contractor, his employees or agents. Upon invitation the contractor will furnish written evidence of such insurance coverage.

**20. PUBLIC NOTICE – TITLE VI OF THE 1964 CIVIL RIGHTS ACT**

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resources Director of Blount County.

# SPECIFICATIONS FOR AMBULANCE CONTRACT

JULY 1, 2010 - JUNE 30, 2015

## 1.0 SCOPE

1.1 It is the intent of Blount County to contract for a five (5) year period (1) to make emergency and non-emergency ambulance services available in Blount County, Tennessee, (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) to provide emergency and non-emergency ambulance services to Blount County government employees and their dependents, and (4) to provide emergency and non-emergency ambulance service to Blount County School System students. This contract in no way prohibits any other provider of ambulance services from contracting with or providing services to a third party.

## 2.0 SERVICES TO BE PERFORMED

2.1 The contractor shall (1) make emergency and non-emergency ambulance services available in Blount County, Tennessee, (2) provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) provide emergency and non-emergency ambulance services to Blount County government employees and their dependents at a reduced rate, and (4) provide emergency and non-emergency ambulance services to Blount County School system students under the terms herein provided. The consideration herein quoted shall constitute compensation for both making ambulance services available in Blount County and providing ambulance services to indigent citizens, jail inmates, Blount County government employees and their dependents and Blount County School System students. The contractor shall be permitted to charge all persons who have the ability to pay for ambulance services provided to them.

2.2 The contractor shall provide transport of all Blount County government employees injured on the job at no charge. The contractor shall provide transport of Blount County government employees and their dependents at 50% discount (employees and their dependents will be based on authorized list provided by Blount County). The contractor shall be permitted to bill student's parents at the normal billing rate and assume responsibility for the remainder of payment after the insurance covering the student has made their final payment. If it is determined that there is no insurance coverage for the student, then the ambulance contractor shall be responsible for the full amount of the bill.

2.3 All emergency calls referred to the contractor by the Blount County Communications Center shall be answered. All emergency and non-emergency calls from indigents requiring ambulance transportation shall be answered by the contractor.

2.4 At least three (3) emergency ambulances with crews as defined herein shall be available for use in Blount County at all times. Four (4) additional ambulances shall be provided with crews to ensure that ambulances are available, and response times are minimized, during traditional heavy ambulance traffic periods. Two (2) back-up ambulances shall be available for "front-line" duty when one of the vehicles listed above is being maintained, or otherwise unavailable for service.

2.5 Blount County, Tennessee shall be provided a minimum of 800 unit hours per week coverage with ambulances and crews. Blount County has the right to renegotiate the number of unit hours based on population growth.

## 3.0 REQUIREMENTS

3.1 The contractor shall meet all State of Tennessee and Federal Standards for the transportation of injured or infirmed persons. Class A Ambulance Service as defined by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services shall be provided by the contractor on emergency calls. Class A Ambulance Service as defined by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services shall be provided by the contractor on all non-emergency calls. It is recommended that the contractor be accredited by the Commission on

Accreditation of Ambulance Services. Any company not in compliance should be accredited within one (1) year of contract date.

#### 4.0 EQUIPMENT

4.1 The contractor shall furnish all equipment and personnel necessary to comply with the terms of this contract and to meet all State of Tennessee and Federal Standards.

4.2 The contractor is solely responsible for the maintenance of the vehicles utilized to fulfill the requirements of this contract. The contractor shall establish a preventive maintenance program for each ambulance vehicle and provide such maintenance on a regularly scheduled and/or as needed basis. This shall include all repair, maintenance, parts replacements, labor and other actions necessary to keep the ambulances in safe and efficient operating conditions.

4.3 The contractor shall provide a total of seven (7) fully equipped modular/mini-medical type advanced life support ambulances. Each ambulance shall meet all State and Federal regulations. Each ambulance shall be equipped with all items listed on the "Daily Ambulance Inventory" (NOTE: ATTACHMENT A) as updated and approved by the Purchasing Agent and the Medical Director. Missing non-disposal equipment must be replaced. Necessary non-disposal equipment must be replaced immediately following the use or before the unit returns to available status.

4.4 All ambulances used by the contractor shall meet or exceed the Tennessee Department of Health and Environment Emergency Medical Service standards. All ambulances used by the contractor shall be owned by the contractor or under a lease or lease-purchase agreement such that they are in the contractor's control and available for use at all times. The contractor should provide one (1) new ambulance each contract year.

4.5 Each ambulance, except back-up ambulances, must be removed from service 48 months for gasoline-powered vehicles, and 60 months for diesel-powered vehicles, from the date it was first placed in service as an ambulance whether under this contract or otherwise. The first back-up ambulance shall be removed from service 72 months from the date it was placed in service as an ambulance whether under this contract or otherwise. The second back-up ambulance shall be removed from service 84 months from the date it was placed in service as an ambulance whether under this contract or otherwise. The contractor shall inform the Purchasing Agent whenever an ambulance is put in service. Maintenance records must be retained and available for review upon request.

4.6 The contractor will provide a 4-wheel drive, non-ambulance vehicle for use in inclement weather and for back-country use to provide services as needed. This vehicle, if it is diesel powered, will be removed from service 60 months from the date vehicle is first placed in service or 150,000 miles which ever comes first. If the vehicle is a gasoline powered vehicle, it will be removed from service 48 months from the date vehicle is first placed in service or 100,000 miles which ever comes first. This vehicle must be a full size, minimum of 119 inch wheel base, enclosed vehicle that is capable of transporting a patient flat on a spine board.

#### 5.0 COMMUNICATIONS AND DISPATCH

5.1 The contractor shall provide all dispatching and telephone services for the ambulance service. Such dispatching services shall be provided from a location within the geographical boundaries of Blount County. Additionally, the contractor shall provide an office in Blount County with regular hours for public inquiry for billing purposes.

5.2 The dispatch center shall have the ability to receive E-911 calls from the Blount County Regional Dispatch Center in a timely fashion.

5.3 Additionally, the dispatch center shall have the capability to record all radio and telephone traffic coming into and going out of the dispatch center.

5.4 The contractor shall train all dispatch center staff as an Emergency Medical Dispatchers from a course approved by the Division of Emergency Medical Services. The contractor shall have on staff one instructor in Emergency Medical Dispatch.

5.5 Each vehicle used in this contract must have a dual head VHF radio approved by the Department of Public Health. Each vehicle shall also have a UHF radio capable of transmitting and receiving on Med 4 and Med 10. Portable radios will not suffice for this purpose.

5.6 In addition to the above requirements, two (2) portable radios will be on each ambulance for the crew's quick response.

## 6.0 PERSONNEL

6.1 On emergency runs, each ambulance crew shall consist of a minimum of one State Certified Paramedic and one State Certified Emergency Medical Technician (EMT). On convalescent runs, each ambulance crew shall consist of a minimum of two State Certified Emergency Medical Technicians (EMT's). All EMT's and Paramedics used by the contractor must be certified by the Tennessee Department of Health and Environment. The contractor shall hire, train, and supervise all medical attendants in accordance with the laws of the State of Tennessee concerning ambulance services. All personnel shall be physically able to perform the duties assigned.

6.2 Full-time personnel could be compensated, at a minimum as follows:

6.2.1 Starting EMT salary: \$16,000

6.2.2 Starting Paramedic salary: \$21,000

6.3 In addition to mandatory (statutory) benefits, full-time personnel could be granted at a minimum, the following benefits:

6.3.1 Paid by employer (contractor):

6.3.1.1 0-5 Years of employment 3 weeks personal leave per year

6.3.1.2 6-10 Years of employment 4 weeks personal leave per year

6.3.1.3 11-15 Years of employment 5 weeks personal leave per year

6.3.1.4 16 Years of employment 6 weeks personal leave per year

6.3.1.5 Retirement savings plan (pension, 401k, etc.)

6.3.2 Paid by employer with employee co-pay

6.3.2.1 Health insurance available for the employee, with optional coverage for dependents

6.3.2.2 Dental insurance available for the employee, with optional coverage for dependents

6.3.2.3 Employee Assistance Program (Psychological Counseling for employee and dependents)

6.3.2.4 Short Term Disability

6.3.2.5 Supplemental Long Term Disability

6.3.3 Granted, but not necessarily paid:

6.3.3.1 Military leave

6.3.3.2 Jury duty leave

6.3.3.3 Bereavement leave

6.4 In-house training and continuing education shall be provided by the contractor for all employees as per the minimum requirements set forth by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services. In addition to training, the contractor shall establish a quality assurance program to ensure compliance with all State and local medical protocols.

6.5 The contractor shall provide a medical director who shall be an emergency room physician practicing at Blount Memorial Hospital. A registered nurse shall conduct monthly chart reviews and ride along with medical staff. All results will be reported to the medical director monthly.

## 7.0 BILLING PRACTICES

7.1 The contractor shall be responsible for all accounting associated with the ambulance services provided. All billing and collection practices shall comply with all Federal, State and local laws.

7.2 The contractor shall also make available to all Blount County residents an alternative fee for service program such as an ambulance subscription program. This exact cost is to be specified in the proposal. This rate may be adjusted with written approval of the Purchasing Agent, Agenda Committee and the Blount County Legislative Body.

## 8.0 INSURANCE

8.1 The contractor shall provide insurance in the following amounts:

- 8.1.1 Automobile liability in the amount of \$2,000,000 for each additional accident for bodily injury and property damage.
- 8.1.2 General liability of \$2,000,000 for each occurrence of bodily injury and property damage.
- 8.1.3 Professional liability in the amount of \$2,000,000 for each claim.
- 8.1.4 Worker's compensation insurance in the statutory limits.

8.2 It is also requested that a \$3,000,000 Blanket Excess Umbrella policy be provided.

8.3 A certificate of insurance and a copy of the policy shall be given to the Purchasing Agent before the contract is signed. Blount County Government shall be named as additional insured or loss payee as respects Property Damage insurance on other than Worker's Compensation for activity related to the performance of this contract. Thirty (30) day cancellation, non-renewal, material change or coverage reduction notice required. The words "endeavor to" are to be eliminated from the Notice of Cancellation on the standard ACCORD certificate. Insurer's A.M. Best Rating Guide shall be AIX or better.

## 9.0 INDEMNIFICATION

9.1 The contractor agrees to indemnify, defend and save harmless the County, its officials, agents, and employees from any and all claims by third parties for personal injuries, property damage, and professional responsibility arising out of the operation of the ambulance service under this contract and shall carry liability insurance as required by all State and Federal laws and regulations and shall furnish a copy of all insurance policies so required to the County Mayor, which policies shall contain an endorsement requiring notice to the County Mayor at least thirty (30) days before the cancellation of such insurance.

## 10.0 BACKGROUND CHECK COMPLIANCE

10.1 Any employee of the successful vendor or subcontractor must submit to a criminal history records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413, as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful bidder must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained on the Blount County website at <http://www.blounttn.org/Background%20Checks.pdf>.

## 11.0 CONSIDERATION TO BE PAID TO CONTRACTOR

11.1 The bidder shall state an annual fee for providing the above mentioned ambulance service. Said fee shall be paid in twelve (12) equal monthly installments by the County.

11.2 This contract shall not prohibit the ambulance service from billing for services and third party payers who are able to pay for said services. The contractor's company will handle its own billing and collections.

## 12.0 RIGHT TO AUDIT

12.1 The County shall have the right at any time to inspect the records and books and all tax returns and other necessary records and documents of the contractor to ascertain the correct financial status of the ambulance service and to determine if the amount paid hereby is commensurate with the services rendered. The County shall also have the right to inspect any records, documents, books, and tax returns of the bidder prior to the award of the bid to determine the financial condition of the bidder.

## 13.0 COMPLIANCE

13.1 The contractor shall provide Class A service as defined by the Tennessee Department of Health and Environment Emergency Medical Services standards. This agreement will be monitored by members of the Agenda Committee of the Blount County Commission and the Purchasing Agent. In the event the contractor fails to meet the requirements of the contract, the Blount County Agenda Committee can recommend cancellation of the contract or impositions of sanctions. (NOTE: ATTACHMENT B) Such sanction shall be limited to the amount paid by Blount County to the contractor under this contract.

13.2 Upon recommendation of a sanction by the Agenda Committee, the contractor shall be notified of the recommendation and the reasons therefore. The contractor shall, on the next business day after receipt of notice, notify the Purchasing Agent of its decision to accept the recommendation or its desire for a hearing. In the event a hearing is requested, it shall be granted by the Blount County Commission at its next regular or special meeting occurring ten or more days following receipt of the request from the contractor.

13.3 Following the County Commission hearing and finding of violation of the contract, the Commission shall determine whether to adopt the recommendation of the Agenda Committee or impose other sanctions. If a sanction is imposed, it shall be deducted from the next monthly payment due the contractor.

13.4 The members of the Blount County Commission or the Commission's representatives may inspect the contractor's ambulances at any time during the contract period to determine compliance with the staffing and equipment requirements of this contract.

## 14.0 TERMINATION OF CONTRACT

14.1 The County reserves the right to terminate the contract any time if the provisions of the contract are violated by the contractor.

## 15.0 PERFORMANCE BOND

15.1 The contractor shall be required to furnish a Performance Bond made payable to the Blount County Trustee in the form of a bond, certified check, cash or bank draft in an amount equal to the annual bid price. This bond, in part or all, is to be forfeited to the County in the event that the terms of the contract are not met in total by the contractor. The price of the bond shall be set out on the Pricing Page. The Performance Bond shall be 100% of the annual contract price and shall be required at the time of the execution of the contract.

## 16.0 AVAILABILITY OF FUNDS

16.1 Funds for this contract will not be available until approved by the Legislative Body of Blount County. The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of money shall arise unless and until funds are made available to the County Mayor for this contract.

## 17.0 BID PROCEDURES

17.1 Interested bidders shall show the amount of the fixed annual payment with the Communications and Dispatch service and the Performance Bond included for a total price on the Pricing Page.

17.2 A \$10,000 Bid Bond is required when submitting the bid.

17.3 Blount County requests one (1) original and three (3) copies of the proposal submitted by your company for ease of evaluation by the Purchasing Agent and Agenda Committee members. Blount County accepts no responsibility for expenses incurred in the proposal preparation and presentation.

17.4 Bidders are cautioned to recheck their bid for possible error. Errors discovered after the public bid opening cannot be corrected and the bidder will be required to honor their bid pricing throughout the term of the contract.

17.5 All information requested in the bid documents shall be provided. Please read and comply with each section of the bid.. If your company cannot comply with any section you must state that you do not comply and offer an explanation. Failure to complete in full and appropriately sign your proposal can result in a non-responsive bid.

17.6 Any explanation desired by a bidder regarding the meaning or interpretation of the specifications, must be requested in writing and emailed to Teresa Johnson at [tjohnson@blounttn.or](mailto:tjohnson@blounttn.or) or faxed to 865-273-5746 by . This will allow sufficient time for a reply to reach each bidder before submission of their bids.

17.7 Proposal will be evaluated on the following criteria: Price, contractor's capability to meet specifications, services and requirements, financial stability of company, contractor's experience and references. (NOTE: ATTACHMENT C)

## 18.0 COMMUNITY RELATIONS PROGRAMS

18.1 The current contractor provides dispatch by radio, free of charge, for the Blount County Rescue Squad. Will you continue this service?

18.2 The current contractor answers the telephone for a toll free 800 number for the *Secret Safe Place for Newborns of Tennessee* at no charge. Will you continue this service?

18.3 The current contractor provides a standby ambulance at high school football games in the County. Will you continue this service?

18.4 The current contractor deploys, at the direction of the Director of EMA of Blount County, the disaster trailer that is owned, equipped and maintained by Blount County Emergency Management/Homeland Security Department. Will you continue this service?

18.5 The current contractor provides standby ambulance service to various festivals and events in Blount County. Will you continue this service?

**PRICING PAGE**

Having read, and understood the specifications and requirements, the undersigned proposes (1) to make emergency and non-emergency ambulance services available in Blount County, (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County and jail inmates, (3) to provide emergency and non-emergency ambulance services to Blount County government employees and their dependents at a reduced rate, and (4) to provide emergency and non-emergency ambulance services for Blount County School system students, for the following consideration:

	Annual Fee	Performance Bond	Total Costs
1. Year 1	\$ _____	\$ _____	\$ _____
2. Year 2	\$ _____	\$ _____	\$ _____
3. Year 3	\$ _____	\$ _____	\$ _____
4. Year 4	\$ _____	\$ _____	\$ _____
5. Year 5	\$ _____	\$ _____	\$ _____
6. Total Amount Bid for Five (5) Year Ambulance Service Contract (includes annual fee and performance bond costs)			\$ _____
7. Ambulance Subscription Service Cost			\$ _____

The signature below verifies that the bidder has read, understands and agrees to the specifications contained in the bid documents and is authorized to bind the company by the submittal of the bid. He/She understands and agrees to provide all necessary equipment, communication and dispatch, personnel, labor, supervision, training, etc. to comply with the bid requirements for Blount County Ambulance Service.

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Name of Company

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Authorized Signature

---

Printed Name Above Title Date



**LRG. TOP CABINET**  
**SEALED**

**Shelf 1**

- \_\_\_ 3 Pedi C-Collars
- \_\_\_ 3 Small Philly Collars
- \_\_\_ 3 Medium Philly Collars
- \_\_\_ 3 Large Philly Collars
- \_\_\_ 4 CID's
- \_\_\_ 4 Sterile Water/500cc ea.
- \_\_\_ 4 Sterile NaCl/500cc ea.

**Shelf 2**

- \_\_\_ 6 Trauma Pads
- \_\_\_ 4 Burn Sheets
- \_\_\_ 2 Road Blankets
- \_\_\_ 1 O.B. Kit w/  
\_\_\_ Meconium Asp.
- \_\_\_ 2 Rec.Blanket & Cap
- \_\_\_ 2 Mylar Blankets
- \_\_\_ 2 Arm Boards
- \_\_\_ 4 Convenience Bags
- \_\_\_ 25 Sterile 4x4
- \_\_\_ 10 5x9 pads
- \_\_\_ 6 3" Kling
- \_\_\_ 6 4" Kling
- \_\_\_ 2 3" Ace Bandages
- \_\_\_ 1 6" Ace Bandage
- \_\_\_ 4 Tongue Blades
- \_\_\_ 4 Cold Packs
- \_\_\_ 4 Hot Packs
- \_\_\_ 4 Eye Pads
- \_\_\_ 4 Vaseline Gauze
- \_\_\_ 6 Triangular Bandages
- \_\_\_ 1 Box adult bandaids
- \_\_\_ 2 ea. 1/2", 1", 2" Tape
- \_\_\_ Ring Cutter
- \_\_\_ Hemostats

**LRG. BOTTOM CAB.**  
**SEALED**

**Shelf 1**

- \_\_\_ 3 Trauma Tubing
- \_\_\_ 6 Gemini Sets
- \_\_\_ 4 60 gts Sets
- \_\_\_ 2 ExacDrop
- \_\_\_ 2 Portacath Needles, 2  
\_\_\_ teg. w/2 pr M/L  
\_\_\_ sterile gloves
- \_\_\_ 4 Goggles
- \_\_\_ 4 Face Shields
- \_\_\_ 2 Disp. Gown/Mask
- \_\_\_ Mark I Kits (sealed)
- \_\_\_ 1 Tetracaine 0.5% 2ml

- \_\_\_ 2 Morgan Lens
- \_\_\_ 1 Pedi Tylenol/Dropper
- \_\_\_ 2 Disposable Cups
- \_\_\_ 2 Ipecac
- \_\_\_ 1 Charcoal
- \_\_\_ 1 Peroxide
- \_\_\_ Bio-Shield Spray
- \_\_\_ 1 Pack Pacer Pads
- \_\_\_ 4 Adult Electrodes
- \_\_\_ 4 Pedi Electrodes
- \_\_\_ 1 Defib Jelly
- \_\_\_ 2 Defib Pads
- \_\_\_ Spare Pacer Lds.
- \_\_\_ Spare Monitor Lds.
- \_\_\_ 2 Btl NaCl Inj
- \_\_\_ 1 30cc or 35cc Syr.
- \_\_\_ 2 "C" Batteries
- \_\_\_ 2 Dopamine
- \_\_\_ 2 Lidocaine 2gm Pre-mix
- \_\_\_ 8 Epi 1:10,000
- \_\_\_ 2 Atropine
- \_\_\_ 2 Lidocaine 100mg
- \_\_\_ 3 Adenocard 6mg
- \_\_\_ 2 Pedi Bicarb
- \_\_\_ 3 D5W
- \_\_\_ 4 Lasix
- \_\_\_ 2 Adult Sodium Bicarb

**SMALL BOTTOM CAB.**

**SEALED**

- \_\_\_ 5 LR 1000ml
- \_\_\_ 3 0.9% NaCl 500 ml
- \_\_\_ 2 D5W 500 ml
- \_\_\_ 2 D5W 250 ml
- \_\_\_ 1 D5W/0.45% NaCl

**PEDIATRIC CABINET**

**SEALED**

- \_\_\_ 1 Pedi BVM w/  
\_\_\_ Tube tamer
- \_\_\_ BVM Masks  
\_\_\_ (inf., toddler, child)
- \_\_\_ Oral Airway 4 sizes
- \_\_\_ Nasal Airway 4 sizes
- \_\_\_ 2 Lube Jelly
- \_\_\_ Laryngoscope Handle
- \_\_\_ Miller blades #0-2
- \_\_\_ Mac blades #1-2
- \_\_\_ Pedi McGill
- \_\_\_ 1 Meconium Aspirator
- \_\_\_ 1 10cc Syringe
- \_\_\_ ET tubes 2.5-6.0

(2 even, 1 odd)

- \_\_\_ 1 Delee Trap
- \_\_\_ 2 Solusets
- \_\_\_ \*\*all together
- \_\_\_ \*15 ga. IO
- \_\_\_ \*18 ga. IO
- \_\_\_ \*2 3" Kling
- \_\_\_ \*1 1" Tape
- \_\_\_ \*10cc Syringe
- \_\_\_ \*2 Alcohol Preps
- \_\_\_ \*2 Betadine Preps
- \_\_\_ 2 22 ga. IV
- \_\_\_ 2 24 ga. IV
- \_\_\_ 1 21ga. Butterfly
- \_\_\_ 1 23ga. Butterfly
- \_\_\_ 1 25ga. Butterfly
- \_\_\_ 2 Tourniquets
- \_\_\_ 2 Alcohol Preps
- \_\_\_ 2 Veniguards
- \_\_\_ 1 3" kling
- \_\_\_ 1 1" tape
- \_\_\_ 2 ea. 6,8,10 Fr. Cath
- \_\_\_ 4 Pedi NRB
- \_\_\_ 4 Infant Med. Con.
- \_\_\_ Masks
- \_\_\_ 2 Pedi Armboards
- \_\_\_ 1 Box Pedi Bandaid
- \_\_\_ Broslow Tape

**SHIFT CABINET**

- \_\_\_ 3 NaCl 0.9%
- \_\_\_ 2 LR 1000cc
- \_\_\_ 3 Gemini Sets
- \_\_\_ 1 Trauma Tubing
- \_\_\_ 3 Adult EKG
- \_\_\_ EKG Battery
- \_\_\_ EKG Roll
- \_\_\_ 2 Nasal Cannulas
- \_\_\_ 2 Non-Rebreathers
- \_\_\_ 2 Convenience
- \_\_\_ 2 Nebulizers
- \_\_\_ 1 Trauma Shears
- \_\_\_ 4 Supply Tubing
- \_\_\_ 1 Trachea Mask

**BENCH CABINETS**

- \_\_\_ 6 9" straps
- \_\_\_ 6 Speed Clips
- \_\_\_ 2 Cloth Sheets
- \_\_\_ 6 Clean Towels

**CAPTAIN'S**

**CHAIR SEALED**

- \_\_\_ 2 Boo Bears
- \_\_\_ Spray Bottle
- \_\_\_ Box Trash Bags
- \_\_\_ 1 roll Paper Towels
- \_\_\_ 1 Roll Toilet Paper
- \_\_\_ 1 Bed Pan
- \_\_\_ 1 Urinal
- \_\_\_ TB Masks (S-M-L) 2 ea.
- \_\_\_ 1 Humidifier
- \_\_\_ Suction Canister

**ADULT AIRWAY**

**CABINET SEALED**

- \_\_\_ 1 Adult BVM w/tube  
\_\_\_ tamer
- \_\_\_ Oral Airway 7 sizes
- \_\_\_ Nasal Airway 34-22 fr.
- \_\_\_ 6 Lube Jelly w/above
- \_\_\_ 1 Combitube
- \_\_\_ 1 Laryngoscope, Blade,  
\_\_\_ 7.0 & 8.0, 10cc Syr.
- \_\_\_ #3 & #4 Miller Blades
- \_\_\_ #3 & #4 Mac Blades
- \_\_\_ 2 Tube Holders
- \_\_\_ ET Tubes 6.5-9.5  
\_\_\_ (2 ea. even/ 1 ea. odd)
- \_\_\_ 2 # 14 fr. Cath.
- \_\_\_ 2 #16 fr. Cath.
- \_\_\_ 2 # 18 fr. Cath.
- \_\_\_ 2 Suction Tubing
- \_\_\_ 2 Tonsil Tips
- \_\_\_ 1 Toomey Syr.
- \_\_\_ 1 10 Salem Sump
- \_\_\_ 1 12 Salem Sump
- \_\_\_ 1 14 Salem Sump
- \_\_\_ 1 16 Salem Sump
- \_\_\_ 1 18 Salem Sump
- \_\_\_ 2 Nasal Cannulas
- \_\_\_ 4 Adult NRB
- \_\_\_ 1 Venturi Mask
- \_\_\_ 4 Supply Tubing
- \_\_\_ 1 Trachea Mask

**SUCTION**

- \_\_\_ Main Suction Clean
- \_\_\_ w/Tonsil Tip, Tubing
- \_\_\_ Suction Unit Test
- \_\_\_ Suction Unit Water

**ORGANIZER SEALED**

- \_\_\_ 1 Bite Stick
- \_\_\_ Penlight
- \_\_\_ Hypothermia Therm.
- \_\_\_ Oral Therm
- \_\_\_ 1 Electro Therm
- \_\_\_ 6 Covers for Therm
- \_\_\_ 2 Prep Razors
- \_\_\_ 20 Alcohol Preps
- \_\_\_ 10 Betadine Preps
- \_\_\_ 10 Nail Polish Remover
- \_\_\_ 20 Non-Sterile 4x4
- \_\_\_ 20 VeniGuards
- \_\_\_ 2 Tourniquets
- \_\_\_ 4 Benzoin Sticks
- \_\_\_ 6 Amm.Inhalants
- \_\_\_ 2 Gemini Adapters
- \_\_\_ 4 Antibiotic Ointments
- \_\_\_ 4 Lube Jelly
- \_\_\_ 4 Med.Add Labels
- \_\_\_ 4 O2 "O" rings
- \_\_\_ Safety Pins
- \_\_\_ Rubber Bands
- \_\_\_ O2 Wrench/Nipple
- \_\_\_ Sharps Cont. Key
- \_\_\_ 2 Mag Sulfate 5gr
- \_\_\_ 1 Racemic EPI
- \_\_\_ 10 Epi 1:1000 1mg
- \_\_\_ 2 Aminophylline
- \_\_\_ 3 Amiodarone 150mg
- \_\_\_ 2 Vassopressin
- \_\_\_ 2 Lanoxin
- \_\_\_ 2 Thiamine
- \_\_\_ 1 Benadryl
- \_\_\_ 2 Narcan
- \_\_\_ Baby ASA
- \_\_\_ NTG Bottle
- \_\_\_ 2 Albuterol
- \_\_\_ 2 Decadron
- \_\_\_ 2 1, 3, 10cc Syringes
- \_\_\_ 4- 14 ga IV
- \_\_\_ 4- 16ga IV
- \_\_\_ 4- 18ga IV
- \_\_\_ 4- 20ga IV
- \_\_\_ 2- 22 ga IV
- \_\_\_ 2- 24ga IV
- \_\_\_ 4 18ga IM
- \_\_\_ 4 21ga IM
- \_\_\_ 4 25ga IM
- \_\_\_ 1-21ga Butterfly

- \_\_\_ 1-23 ga Butterfly
- \_\_\_ 1-25 ga Butterfly
- \_\_\_ Kleenex

**BENCH SEAT**

**\*\* IV Start Bag:**

- \_\_\_ 2 14 ga IV
- \_\_\_ 2 16ga IV
- \_\_\_ 2 18 ga IV
- \_\_\_ 2 20ga IV
- \_\_\_ 1 18 ga IM
- \_\_\_ 1 1cc Syr.
- \_\_\_ 1 3cc Syr.
- \_\_\_ 1 10cc Syr.
- \_\_\_ 4 Veni Guards
- \_\_\_ 4 Tourniquets
- \_\_\_ 6 Alcohol Preps
- \_\_\_ 2 Betadine Prep
- \_\_\_ 2 Gemini Adapters
- \_\_\_ 10 Non-Sterile 4x4
- \_\_\_ 1 1/2", 1" tape
- \_\_\_ 3 Bandaid
- \_\_\_ \*\* End IV Bag
- \_\_\_ 1 Stethoscope
- \_\_\_ 1 BP Cuff
- \_\_\_ \*\* Under Bench
- \_\_\_ Adult Mast Pants
- \_\_\_ Pedi Mast Pants
- \_\_\_ Hare Traction
- \_\_\_ Pedi Hare Traction
- \_\_\_ 1 Body Bag
- \_\_\_ 1 Set Restraints
- \_\_\_ 6 Air Splints / pwdr
- \_\_\_ Pedi-Mate Restraint
- \_\_\_ 6 Winter Blankets
- \_\_\_ 3 LSB
- \_\_\_ Scoop Stretcher
- \_\_\_ Spare cot straps
- \_\_\_ Spare Pillow

**Radios/Keys/Pager**

- \_\_\_ Radio A
- \_\_\_ Radio B
- \_\_\_ Med Radio
- \_\_\_ Message Writer
- \_\_\_ PM Keys
- \_\_\_ EMT Keys

**NARC CABINET**

- \_\_\_ Standing Orders Book
- \_\_\_ Fuel Card

**NARCOTICS - Shift Start**

- \_\_\_ Set \_\_\_\_\_
- \_\_\_ 2 Morphine
- \_\_\_ 2 Demerol
- \_\_\_ 2 Valium
- \_\_\_ 2 Phenergan
- \_\_\_ 1 Rectal Valium 5mg
- \_\_\_ 2 Rectal Valium 2.5mg
- \_\_\_ Witness: \_\_\_\_\_
- \_\_\_ Time: \_\_\_\_\_

**NARCOTICS - Supervisor**

Time: \_\_\_\_\_

**NARCOTICS - Shift End**

- \_\_\_ Set \_\_\_\_\_
- \_\_\_ 2 Morphine
- \_\_\_ 2 Demerol
- \_\_\_ 2 Valium
- \_\_\_ 2 Phenergan
- \_\_\_ 1 Rectal Valium 5mg
- \_\_\_ 2 Rectal Valium 2.5mg
- \_\_\_ Witness: \_\_\_\_\_
- \_\_\_ Time: \_\_\_\_\_

January 12, 2005

ATTACHMENT B  
SANCTIONS

**SANCTION LEVEL I:**

**CAUSE:**

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals seventy-two (72) hours during any period of 30 consecutive days. Out-of-service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

(b) This sanction may result from the finding that the contractor has falsified records or other information supplied to Blount County.

(c) This sanction may result from the finding that the contractor has failed to maintain a Class A ambulance service rating with the State of Tennessee.

**ACTION:**

This sanction may result in the loss of any amount of money up to a full monthly payment due the ambulance contractor from Blount County.

Imposition of Level I sanction shall make this contract subject to re-bid for services beginning on the first day of the next fiscal year, or a date within the next six months as determined by the Blount County Board of Commissioners during the sanction process.

**SANCTION LEVEL II:**

**CAUSE:**

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals forty-eight (48) hours during any period of 30 consecutive days. Out of service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

(b) This sanction may result from the finding that in any period of thirty (30) consecutive days the mean elapsed time between the time all ambulance crews of the contractor receive an emergency call and the time they have their respective vehicles underway exceeds two minutes.

(c) This sanction may result from the finding that suspected indigents are referred to other ambulance providers for any reasons other than nearest available emergency treatment when ambulances of the contractor are available ("Suspected indigent" means a person requesting ambulance service who by reason of appearance, speech, address or other factors indicates that he or she may be unable to pay for such service.)

(d) This sanction may result if there are two (2) or more violations of the same rule on which a Level III sanction has been previously imposed.

**ACTION:**

This sanction may result in the loss of up to \$1,000.00 of the monthly payment due the ambulance contractor from Blount County.

**SANCTION LEVEL III:**

**CAUSE:**

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals twenty-four (24) hours during any period of 30 consecutive days. Out of service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

ATTACHMENT B  
SANCTIONS (CONTINUED)

(b) This sanction may result from the finding that in any period of thirty (30) consecutive days the mean elapsed time between the time all ambulance crews of the contractor receive a non-emergency call and the time they have their respective vehicles underway exceeds five minutes.

(c) This sanction may result from the finding that the contractor has failed to meet State requirements for vehicles, equipment, personnel, communications, records or other criteria of a Class A ambulance service.

(d) This sanction may result from the finding that the contractor has failed to keep appropriate records.

(e) This sanction may result from the finding that the contractor has failed to meet the standards of the Blount County Commission.

(f) This sanction may result from other minor failures to meet the standards of this contract by the contractor ("Minor failures" will generally involve situations of contract violation not described elsewhere in the sanctions section of the contract and not jeopardizing the ability of the contractor to provide life-support services).

**ACTION:**

This sanction may result in the loss of up to \$500.00 of the monthly payment due the ambulance contractor from Blount County.

ATTACHMENT C  
CONTRACTOR'S INFORMATION

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Bidder's Department of Health, Division of Emergency Medical Services Ambulance Service License Number \_\_\_\_\_ (Attach copy)

Bidder's Blount County Business License Number \_\_\_\_\_

Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Location of Headquarters: \_\_\_\_\_

Location of Communication Dispatch: \_\_\_\_\_

Number, Make and Model Year of vehicles proposed to service Blount County:

1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

5) \_\_\_\_\_ 6) \_\_\_\_\_

7) \_\_\_\_\_ 8) \_\_\_\_\_

**REFERENCES:** List three (3) references for which your company has provided ambulance service in the past 5 years. This shall include agency name, phone number, and contact person for each. The dates of service and amounts are to be included.

1) \_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_

# Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
<input type="checkbox"/> <b>D</b> Disabled (Minority Owned)	<input type="checkbox"/> <b>A</b> Asian <input type="checkbox"/> <b>B</b> African American <input type="checkbox"/> <b>H</b> Hispanic <input type="checkbox"/> <b>I</b> Native American Indian <input type="checkbox"/> <b>C</b> Caucasian <input type="checkbox"/> <b>O</b> Other: _____
<input type="checkbox"/> <b>G</b> Government Owned	
<input type="checkbox"/> <b>E</b> Race/Ethnic Background (Minority Owned)	
<input type="checkbox"/> <b>N</b> Non-Minority Owned	
<input type="checkbox"/> <b>F</b> Female (Minority Owned)	
<input type="checkbox"/> <b>P</b> Non-Profit Organization	

Bid Deadline: \_\_\_\_\_

Bid/ RFP Title: \_\_\_\_\_

Bid/ RFP No. (if applicable): \_\_\_\_\_

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

# BACKGROUND CHECK COMPLIANCE FORM

BLOUNT COUNTY GOVERNMENT  
PURCHASING DEPARTMENT  
385 COURT STREET  
MARYVILLE, TN 37804-5906  
(865) 273-5740 Phone  
(865) 273-5746 Fax

**BID NUMBER:**

**CONTRACT NUMBER:**

**BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

(       )

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Blount County Government. I hereby agree to release all criminal history and other required information to Blount County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated Section 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code Annotated Section 49-5-413.

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Please Print Clearly) (Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Chairman Samples,

The Ad Hoc Committee to Study the Use of County Roads for Organized Events met on March 22, 2010, and asked me to forward a request for an item to be placed on the agenda of the Agenda Committee regarding clarification concerning the task given to the Ad Hoc Committee by the County Commission. Thank you for your attention to this matter.

Thanks,

*Rhonda Pitts CPS/CAP  
Office Administrator  
Blount County Commission  
359 Court Street  
Maryville, TN 37804  
865-273-5830 - voice  
865-273-5832 - fax*

**67-1-401. Composition of boards. —**

(a) The county legislative body of each county shall, at the April session of each even year, from the different sections of the county, elect, for a term of two (2) years, five (5) freeholders and taxpayers who shall constitute a county board of equalization.

(1) In any county having a population greater than eight hundred thousand (800,000), according to the 1990 federal census or any subsequent federal census, the county board of equalization shall be appointed for a term of two (2) years, consisting of nine (9) freeholders and taxpayers, of which three (3) members shall be appointed by the county commission or governing board, three (3) members shall be appointed by the city council or governing board of the largest municipality, and one (1) member each shall be appointed by the city councils or governing boards of each of the three (3) largest remaining cities having a population greater than ten thousand (10,000).

(2) In cities of a population of sixty thousand (60,000) or over, according to the federal census of 1970 or any subsequent federal census, two (2) members of the board shall be appointed by the city council or existing governing board of such taxing district.

(3) In counties having one (1) or more cities with a population of not less than ten thousand (10,000) nor more than sixty thousand (60,000), one (1) member of the board shall be appointed by the city council or governing body of each of the two (2) largest cities with a population in excess of ten thousand (10,000), within the county.

(4) In counties that have no city with a population of ten thousand (10,000) or more, one (1) member of the board shall be appointed by the city council or governing board of the largest city or town in the counties.

(5) (A) In a county with a metropolitan form of government, the charter for the metropolitan government may provide for the creation of a metropolitan board of equalization consisting of either five (5) or seven (7) members. Appointments to such board shall include members selected from minorities, as well as members of the sex that historically has been under-represented on the board of equalization. The provisions of this subdivision (a)(5)(A) shall not apply to such counties having a population of less than ten thousand (10,000), according to the 1980 federal census or any subsequent federal census.

(B) If a county with a metropolitan form of government having a population of not less than four hundred seventy thousand (470,000) nor more than five hundred thousand (500,000), according to the 1980 federal census or any subsequent federal census, creates a board of equalization consisting of seven (7) members, at least two (2) of the members of the board shall be appointed consistent with the provisions of subdivision (a)(5)(A).

(b) If the county legislative body fails to elect, the county mayor shall appoint the members of the board and shall also fill such vacancies as the vacancies occur.

(c) (1) Magistrates or state, municipal or county legislative or executive officials or employees shall all be ineligible for positions on a county board of equalization, but this prohibition does not apply to persons who receive only compensation in lieu of expenses or a per diem payment for services. No member of any county board of equalization shall represent any taxpayer in an assessment appeal. The provisions of this subsection (c) do not apply to municipal officials or employees whose city, located in

a county with a population of eight hundred thousand (800,000) or more, according to the 1990 federal census or any subsequent federal census, is not eligible to appoint a member to the board.

(2) (A) Notwithstanding other provisions of this subsection (c), except in counties having a population of more than eighty-five thousand (85,000) but less than eighty-six thousand (86,000), according to the 1990 federal census or any subsequent federal census, state employees may be appointed to the county board of equalization, if their employment responsibilities do not include property assessments, except that in counties having a population of more than eight hundred thousand (800,000), according to the 1990 federal census or any subsequent federal census, state employees shall not be appointed to the county board of equalization.

(B) No state employee serving on the county board of equalization shall be compensated by the state for time served on the county board, except that an otherwise eligible employee may use accumulated annual leave to serve on the county board with approval of the employee's supervisor.

[Acts 1973, ch. 226, § 2; impl. am. Acts 1978, ch. 934, §§ 7, 16, 36; Acts 1982, ch. 832, § 1; T.C.A., § 67-251; Acts 1985, ch. 115, § 1; 1988, ch. 793, § 1; 1991, ch. 419, § 1; 1992, ch. 866, § 1; 1997, ch. 419, § 1; 2000, ch. 957, §§ 1, 2; 2003, ch. 90, § 2; 2003, ch. 363, § 1; 2006, ch. 734, § 1.]

RESOLUTION NO. \_\_\_\_\_

SPONSORED BY COMMISSIONERS:  
MIKE WALKER , SCOTT HELTON, HOLDEN LAIL, AND KENNETH MELTON

A RESOLUTION CREATING AN AD HOC COMMITTEE TO STUDY THE USE  
OF COUNTY ROADS FOR ORGANIZED EVENTS.

WHEREAS, the use of Blount County Roads for organized events for both non-profit  
and for profit organizations; and

WHEREAS, the Blount County Highway Department has identified roads within the  
non-incorporated areas of Blount County that do not meet minimum  
established standards; and

WHEREAS, such events which are held on sub-standard Blount County roads present  
a safety hazard to both participants of the special events, as well as  
vehicle operators utilizing said roads.

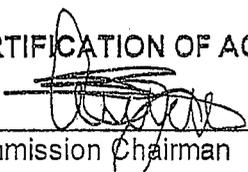
NOW, THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners  
meeting in regular session on this the 21st day of August, 2008, that a special ad hoc  
committee, comprised of a designee of the following departments and/or organizations,  
be formed for the purpose of discussion and recommendation to the Blount County  
Legislative Body related to the use of County Roads for organized events.

BE IT FURTHER RESOLVED that designees of the Blount County Planning, Highway,  
Smoky Mountain Convention & Visitors Bureau, along with others, as deemed  
appropriate by the Blount County Legislative Body.

Duly authorized and approved the 21<sup>st</sup> day of August, 2008.

CERTIFICATION OF ACTION:

ATTEST:

  
\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

We the people of Buford Ct. Greenback Tn 37742 request traffic calming in our neighborhood

X Jim Craig 1227 Buford Ct

X Shirley 1228 Buford Ct.

X Mandi Lepper 1233 Buford Ct

X Bessie Deal 1239 Buford Ct.

X Jonathan M. Mallett 1245 Buford Ct

X David Smida 1248 Buford Ct.

X Pat Paul 1256 Buford Ct.

X John M. M. 1223 Buford Ct.

X Abavis 1215 Buford Ct

X Tara Bourley 1211 Buford Court

X Dan R. M. 1220 Buford court

X CD Ford 1219 Buford Ct

X Alvin M. 1255 Buford Ct

X Amberly Cutting 1248 Buford Ct.

X Rosalie Jones Davis

Tommy Chesser 1224 Buford Court

Laurie H. W. 1214 Buford Ct.

Dear Mr Dunlap

March 22, 2010

My Name is Trula Reagan - I own some property at Blazier Rd in Rockford known as the Buck Holler Crossroads are self holler and Hollybrook.

There are 4 homes (3 Houses and Camper <sup>w-roof</sup> trailer)

I am asking on behalf of myself and other Owners Names and Numbers are listed below.

We would like to Have the County to Maintain the Right of way for many reasons. There is electriciy & Phone: <sup>ready there</sup> Mail - Ambulance - Police many more. Needs availability

My Sister lives in her House & Has had to have an Ambulance come and get her & bring her back home. the road is rough. the road has some tiles & rock & concrete at the entrance - the concrete was put there by Mike Dossett.

James Irwin has put rock on the road & m. Dossett used his tractor & scraped the rock off the road - said h was taking leaves. He is a very Verbal person -

James tried putting in new tile & m. Dossett took the tile so with this you will understand why we need the County to help. sincerely yours Trula Reagan

Clifford Boling 865-984-9384

Lester Coughron 865-984-3182 sister his cell 865-617-0712

Robert (Bob) Cannon - House 865-984-8774

John Dossett - Camper home 865-379-9535

John Michael Dossett - House 865-379-1365

James &amp; Halley Irwin - House 865-984-0348

Helen &amp; David McGill 865-984-3182

Trula &amp; Richard Reagan 865-983-3198

Felistia Coughron/Canada 865-335-4161

Blazier Rd. // Hollybrook  
// self hollow

Blazier Rd. Rockford TN, 37853

The Buck Holler - Known to All in Rockford as  
cross roads self Holler + Hollybrook

← 984-8774 Bob Cannon)

\* Robert (Bob) Cannon - 3860 Hollybrook Rd. Rockford Blazier Rd. Rockfo

\* John ~~Michael~~ T. Dossett 865-379-9535 3940 Blazier Rd. Rockfo

\* John Michael Dossett 865-379-1365- 3944 Blazier Rd. Rockfo

James + Halley Irwin 865-984-0348 Blazier Rd.

Trula Reagan 865-983-3198 120 Elm St. Rockford

Helen McGill 865-984-3182 124 Elm St. Rockford

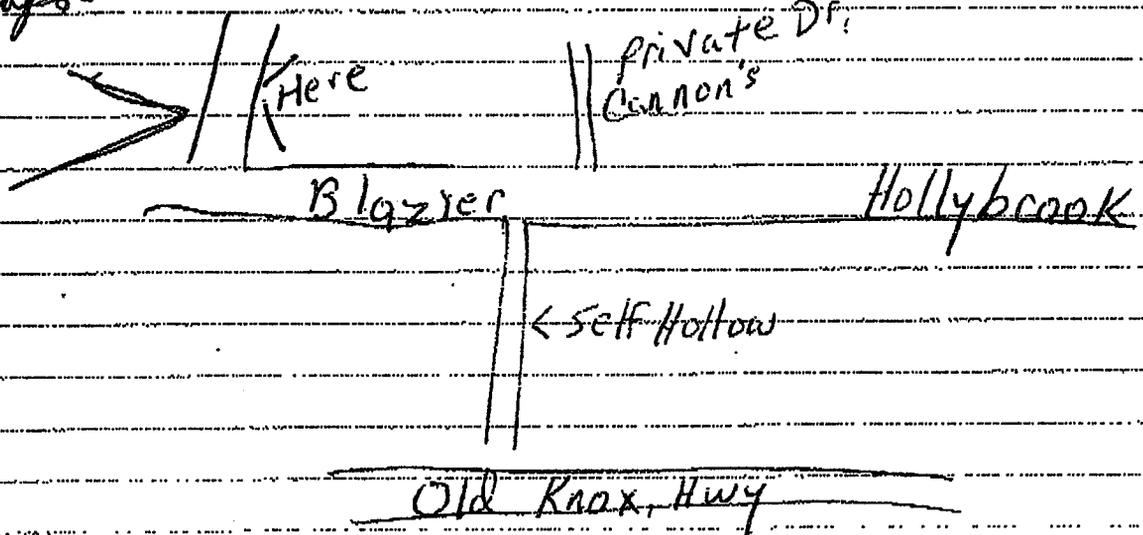
7-0710 Lester Caughron 865-984-3182 (sister) 351 Ammons Rd. Rock

\* Clifford Boring 865-984-9384 3941 Blazier Rd. Rockford

The \* I Have Not talked with I Hope you Can  
They all get Very Verbal about any discussion

Post Owners + Current Owners - I will collect this info  
V takes

Maps-



**RESOLUTION No. 10-04-004**

**Sponsored by Commissioners Gary Farmer and Brad Harrison**

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.17 DESIGN STANDARDS FOR COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AMEND SECTIONS 9.1 B, 9.2B and 9.3B TO INCLUDE COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AND AMEND SECTION 13 TO INCLUDE DEFINITIONS FOR CAMPING CABIN AND COMMERCIAL CAMPGROUNDS**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 15<sup>th</sup> day of April, 2010:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

**Section 7.17 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be five (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, ***camping cabins(not to exceed 25% of the total camp sites)***, and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
    - 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.

- 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.

B. *A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:*

- 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
- 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*

C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.

3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.

4. Prohibited uses and structures:

- A. Mobile homes and mobile home parks.
- B. Permanent residences, excluding the accessory use of a resident management structure.

5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).

A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.

B. Access and location criteria:

- 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector

status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.

2) Vehicular access to these campgrounds shall be limited to ***roads with 18 foot wide pavement with 2 foot shoulders.***

3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.

4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.

C. Internal Roadways. All internal roadways shall meet the following requirements:

- 1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.
- 2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed *ten (10) percent for gravel roads and thirteen (13) percent for paved roads.*
- 3) An erosion control plan shall also be required.
- 4) *All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.*

D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

E. Parking for workers and quests. Parking spaces shall be provided for the manager and camp workers. A minimum of one

guest parking space shall be provided for every five (5) campsites.

- F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.
- G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.
- H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.
- I. Fire Pits. Campfires shall only be permitted in designated fire pits.

## 6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

### A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.
- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

### B. Tent Campsite.

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and

campground. Ingress and egress to the campsite shall be limited to an internal roadway.

### C. Camping Cabin sites.

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; **commercial campgrounds and recreational vehicle parks (see also section 7.18)**; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); **commercial campgrounds and recreational vehicle parks (see also section 7.18)**; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development (see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

Definitions to be add to **section 13** of our zoning regulations.

***Camping Cabin***; *small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.*

***Commercial Campground***; : the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**NOTICE OF PUBLIC HEARING.** In accordance with Tennessee Code Annotated Section 13-7-105, the Board of County Commissioners of Blount County, Tennessee, will convene in a called meeting and hold public hearing on April 6, 2010 at 6:30 P.M., at the Blount County Courthouse Commission Meeting Room for the following proposed amendment to the Zoning Resolution of Blount County, Tennessee, being Resolution 00-06-010.

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.17 DESIGN STANDARDS FOR COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AMEND SECTION 9.1 B, 9.2B and 9.3B TO INCLUDE COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AND AMEND SECTION 13 TO INCLUDE DEFINITIONS FOR CAMPING CABIN AND COMMERCIAL CAMPGROUNDS.**

**Section 7.17 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be five (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, *camping cabins(not to exceed 25% of the total camp sites)*, and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:

- 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.
- 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.

B. *A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:*

- 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
- 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*

C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.

3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.

4. Prohibited uses and structures:

A. Mobile homes and mobile home parks.

- B. Permanent residences, excluding the accessory use of a resident management structure.
5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).
- A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
  - B. Access and location criteria:
    - 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.
    - 2) Vehicular access to these campgrounds shall be limited to **roads with 18 foot wide pavement with 2 foot shoulders.**
    - 3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All

traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.

4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.

- C. Internal Roadways. All internal roadways shall meet the following requirements:
- 1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.
  - 2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed *ten (10) percent for gravel roads and thirteen (13) percent for paved roads*.
  - 3) An erosion control plan shall also be required.
  - 4) *All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.*
- D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

- E. Parking for workers and guests. Parking spaces shall be provided for the manager and camp workers. A minimum of one guest parking space shall be provided for every five (5) campsites.
- F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.
- G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.
- H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.
- I. Fire Pits. Campfires shall only be permitted in designated fire pits.

6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.

- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

#### B. Tent Campsite.

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

#### C. Camping Cabin sites.

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development(see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; ***commercial campgrounds and recreational vehicle parks (see also section 7.18)***; and accessory structures customarily associated with the above uses.

Definitions to be add to **section 13** of our zoning regulations.

***Camping Cabin***; *small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.*

***Commercial Campground***; : the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY AMENDING ADDING A NEW SECTION 7.18 DIVISION OF LAND INTO SUBSTANDARD LOTS.**

**7.18 Division of land into substandard lots:**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure,

in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

APPROVED:

Steve Samples\_\_\_\_\_

Commission Chairman  
Jerry G. Cunningham\_\_\_\_\_  
County Mayor

ATTEST:

Roy Crawford, Jr.\_\_\_\_\_

County Clerk

The following are amendments to the Zoning Resolution recommended by the Blount County Planning Commission at their regular meeting February 25, 2010.

**Amendment 1.** That the Zoning Resolution be amended by adding a new Section 17.18 to read as follows:

**Section 7.18 – Commercial Campground and Recreational Vehicle Parks**

The purpose of this section is to provide opportunities for quality designed commercial campgrounds and recreational vehicle parks that are properly located in the community where street access and capacity and other infrastructure are favorable for higher density development. In order to create a desirable recreational environment and protect the public health, safety, and welfare, site plans are required for all new commercial campgrounds and recreational vehicle parks. A commercial campground and recreational vehicle park shall meet the following regulations:

1. Minimum lot size requirement: The minimum development site for a commercial campground and recreational vehicle park shall be ten (5) acres.
2. Permitted uses and activities: The following uses, vehicles and activities shall be permitted in all commercial campgrounds and recreational vehicle parks.
  - A. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, camping cabins (not to exceed 25% of the total camp sites), and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
    - 1) Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing is prohibited.
    - 2) No permanent external appearances such as carports, cabanas, or patios may be attached to any recreational vehicle in a recreational vehicle park.
  - B. A recreational vehicle shall not remain in a recreational vehicle park for more than ninety (90) days in any three hundred and sixty five (365) day period, except:
    - 1) Vehicles owned and operated by seasonal camp workers shall be exempt from this requirement.
    - 2) *Storage of unoccupied recreational vehicles may be allowed in a designated storage area not to exceed one half of the over all camp ground density, and will not encroach on the primary subsurface sewage disposal system.*
  - C. Camp Workers: Each commercial campground or recreational vehicle park may have campsites available for camp workers.
3. Accessory Uses: Management headquarters, toilets, dumping stations, showers, coin-operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground or recreational vehicle park are permitted as accessory uses to the park, subject to the following restrictions:

- A. Such establishments and parking areas primarily related to their operations shall not occupy more than five (5) percent of the gross area of the park.
4. Prohibited uses and structures:
    - A. Mobile homes and mobile home parks.
    - B. Permanent residences, excluding the accessory use of a resident management structure.
  5. Design standards for recreational vehicle parks and campgrounds. All commercial campgrounds and recreational vehicle parks shall meet the following requirements in addition to the requirements set forth in Section 9.3B (at this time this is the only permissible area for commercial campgrounds).
    - A. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
    - B. Access and location criteria:
      - 1) Commercial campgrounds and recreational vehicle parks (campgrounds) shall be limited to specific areas deemed significant to tourism, generally the Highway 321 corridor leading to Townsend, and the Hwy 129 corridor leading to Tallassee. To further define this area, campgrounds will be limited to direct access on the following arterial and collector status roads: Lamar Alexander Parkway (Hwy 321) from Maryville City Limits to the City Limits of Townsend, Highway 321 from the Townsend City Limits to the Blount/Sevier County line; Old Tuckaleechee Road around the southern boundary of Townsend; Old Walland Highway from intersection with Ellejoy Road to intersection at Melrose Bridge; Hwy 129 (Calderwood Hwy) from intersection with Six Mile Road to intersection with Happy Valley Road.
      - 2) Vehicular access to these campgrounds shall be limited to roads with 18 foot wide pavement with 2 foot shoulders.
      - 3) Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. Curb radii, driveway cut and placement at intersections shall *have a fifty (50) feet turning radius* and exits shall be designed to allow ingress and egress simultaneously.
      - 4) A deceleration lane may be required to entrance of the campground. When a deceleration lane is proposed to be located off a state right-of-way, the deceleration lane is subject to review and approval by the Tennessee Department of Transportation. When a proposed deceleration lane is proposed to be located off a county maintained right-of-way, the deceleration lane is subject to review and approval by the Blount County Highway Department.
    - C. Internal Roadways. All internal roadways shall meet the following requirements:

- 1) Internal roadways shall be maintained so emergency vehicles can safely access all areas of the site.
- 2) All interior roadways shall be constructed with an adequate, well-drained base and be surfaced with a minimum four (4) inches of gravel. Roadway grades shall not exceed ten (10) percent for gravel roads and thirteen (13) percent for paved roads.
- 3) An erosion control plan shall also be required.
- 4) All internal roadways shall have a minimum width of no less than (12) feet for one way traffic and no less than (16) feet for two way traffic.

D. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) recreational vehicles, to insure check-in does not become congested.

E. Parking for workers and guests. Parking spaces shall be provided for the manager and camp workers. A minimum of one guest parking space shall be provided for every five (5) campsites.

F. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Blount County Environmental Health Department.

G. Any site plan shall address provision for fire service with fire hydrants, and adequate access for emergency vehicles within the development.

H. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.

I. Fire Pits. Campfires shall only be permitted in designated fire pits.

## 6. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

### A. Recreational Vehicle Campsite.

- 1) All recreational vehicle campsites shall have a minimum of 1,400 square feet.
- 2) A recreational vehicle campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
- 3) Each campsite shall contain a stabilized vehicular parking pad.
- 4) No building or storage sheds are permitted on individual recreational vehicle campsites.
- 5) Recreational vehicle campsites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.

- 6) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**B. Tent Campsite.**

- 1) All tent campsites shall have a minimum area of 1,400 square feet.
- 2) Tent campsites shall include a minimum of one automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 3) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**C. Camping Cabin sites.**

- 1) All camping cabin sites shall have a minimum area of 1,400 square feet.
- 2) A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.
- 3) No storage sheds are permitted on an individual camping cabin site.
- 4) Camping cabin sites shall include a minimum of one automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
- 5) Each campsite shall abut at least one internal roadway within the boundaries of the Recreational Vehicle Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

**Amendment 2.** That the Zoning Resolution be amended to add the following Definitions to **Section 13:**

**Camping Cabin;** small cabins located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, but no kitchens.

**Commercial Campground; :** the area or place (as a field or grove) used for a camp, for camping, or for a camp meeting, and is conducted as a commercial business, or associated with private groups, clubs or churches.

**Amendment 3.** That Sections 9.1B, 9.2B and 9.3B of the Zoning Resolution be amended to read as follows:

**9.1 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, high density multifamily planned development (see also Subsections F and I below); family commercial enterprises (see Section 7.10),

nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; bed and breakfast accommodations; golf driving range; *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**9.2 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot (see also Section 7.6) and their associated sales or rental offices for the development, family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumberyards; bed and breakfast accommodations; golf driving range; vacation cabin rental (see also section 7.11); *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**9.3 B.** Uses Permitted as Special Exceptions: multifamily dwellings including three or more of any dwelling units per lot, and their associated sales or rental offices for the development(see also Section 7.6), family commercial enterprises (see Section 7.10), nursing homes, retirement homes, sanitariums, assisted care living facilities, and resident facilities with special services, treatment, or supervision; *vacation cabin rental (see also section 7.11)*, tourist accommodations, bed and breakfast accommodations, tourist oriented recreation facilities; day care facilities; commercial cemeteries not associated with a church or other place of worship; government and utility uses of a regional character necessary for providing service to the land and population within a broader region including the district; sawmills and associated lumber yards; *commercial campgrounds and recreational vehicle parks (see also section 7.18)*; and accessory structures customarily associated with the above uses.

**Amendment 4.** That the Zoning Resolution be amended to a new Section 7.xx (specific section number to be determined) to read as follows:

**Section 7.xx – Waivers and requirements for division of lots with existing residential structures.**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure, in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were

in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

**RESOLUTION No. 10-04-005**

**Sponsored by Commissioners Gary Farmer and Brad Harrison**

**A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.18 DIVISION OF LAND INTO SUBSTANDARD LOTS.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 15<sup>th</sup> day of April, 2010:

**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend such Resolution to provide an avenue to permit said use upon review and approval,

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

**7.18 Division of land into substandard lots:**

Notwithstanding any other provision in this resolution concerning minimum lot size in any zone for a single family residential structure, in instances where two single family residential structures exist on an undivided parcel of land, and where such structures were in existence prior to September 2000, and where a division of the parcel to accommodate the residential structures on separate lots is proposed, and where such division would result in a lot or lots with less than minimum lot size, then the minimum lot size for the zone shall be waived without need for variance under this resolution, provided the following conditions are met:

1. the lots created shall accommodate sufficient land to provide suitable septic disposal as determined by the Blount County Environmental Department and noted as such on any plat of division;
2. the division of land shall create lots with proportions of original tract as equal as practicable;
3. the division of the original parcel into two does not result in a third lot or remainder of land.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date