

QUARTERLY COURT MINUTES

BE IT REMEMBERED that the Quarterly County Court of Loudon County met on February 5, 1973, at 3:30 P. M. with the Honorable Harvey L. Sproul, County Judge of said County presiding, and with Edward Alexander, County Court Clerk, and Mrs. Addie Ruth Clark, Deputy Clerk, of said Court present; Whereupon Sheriff Russell opened Court.

The following Squires were present:

- | | |
|----------------------------------|--------------------|
| J. J. Blair | Roy Bledsoe |
| I. D. Conner | Henry Foster |
| James M. Hartsook | Curtis A. Williams |
| J. G. Hudson | R. P. Hamilton |
| * Boyd Duckworth | |
| *(not present for initial votes) | |

The Court members present indicated that they had received copies of the minutes prior to the meeting and had read them, and upon motion by Squire Conner, seconded by Squire Bledsoe, and unanimously approved by all Squires present, the reading of the minutes of the January meeting of Quarterly Court was omitted and the minutes were approved as written.

JANUARY MINUTES
APPROVED

It was moved by Squire Foster, seconded by Squire Hudson, and unanimously approved, that the Third District Road Commissioner be requested to instal stop signs on Old State Highway 95 at its intersection with the entrance to Fort Loudoun Estates No. 1 so that the Fort Loudoun Estates access road has the right of-way.

STOP SIGNS REQUESTED
AT FT. LOUDOUN EST.

Squire Foster commented that everyone was thankful that the Vietnam War had apparently ended, and that possibly it was time for consideration to again be given to a specific memorial on the Court House lawn for the Vietnam Veterans. Squire Foster then moved that a new Committee be appointed by the County Judge for this purpose with specific consideration to be given to appointing a member of the 1963 Loudon High School Class, and representatives from the American Legion and VFW, which motion was seconded by Squire Bledsoe, and unanimously approved by all Squires present.

WAR MEMORIAL COMMITTEE
AUTHORIZED

Squire R. P. Hamilton introduced guests Mr. Jim Bingham of the Nashville Department of Transportation (Highway Department) Rural Road Office, and Stan Hamilton of the Knoxville Office. Mr. Bingham explained his concept of the future for rural roads in the various Counties, and that the Governor's budget for this year for the first time in many years was going to have an increase for rural roads. He explained his ideas and theories concerning the development of rural roads, and offered his assistance wherever possible.

BUILDING PERMIT
REPORT

Judge Sproul explained that the County Planning Commission in looking toward the future had suggested that in the next few months some consideration should be given to the possibility of hiring a part-time building inspector to assist the present building inspector, with the thought that in the future the County would ultimately need a full-time building inspector, particularly in the event that the County should adopt the Southern Standard Building Code as have the Cities of Lenoir City and Loudon. He further stated that he had understood from the Building Inspector that for the first nine months of the last year that building permits had been issued for over \$2,000,000 of development in Loudon County. Judge Sproul indicated that this should mean although the Property Assessor's figures are not in yet that the County would pick up at least this much in property assessments for the new property assessments for the next year.

LTVEC APPROP.
APPROVED

Squire Hartsook, Loudon County's member of the Board of Directors of the Little Tennessee Valley Educational Co-operative, explained that the time had now come to decide whether or not the various school systems were going to remain a part of the Educational Co-op for the purpose of continuing to apply for Federal grants and come up with other programs for the benefit of all the school systems, that the Board of Directors had voted to request a share from each school system for the purpose of matching an application for \$65,000 in Federal administrative grants from the Appalachian Regional Commission, and that Loudon County's portion was \$3500. After discussion wherein it was indicated that the benefits Loudon County was receiving from membership in the Co-operative far outweighed the requested contribution, it was moved by Squire Blair, seconded by Squire Hudson, and unanimously approved on a roll-call vote by all Squires present, that the necessary \$3500 be approved, and that it be appropriated from the Board of Education Surplus providing the Board of Education would approve this action.

SQUIRE DUCKWORTH

Squire Boyd Duckworth entered the meeting at this time.

COUNTY JUSTICE CENTER

Judge Sproul gave a rather complete review of the background of the planning for the County Justice Center, including the obtaining of approval of Federal Grants for the purpose of the co-operative venture with Lenoir City and Loudon, the grants totalling more than \$315,000, and further described the efforts of the joint committee and the drawing of a contract to attempt to meet the requirements as set forth by the Committee. He explained that this agreement had been redrawn several times for the purpose of making suggested changes, that the contract as now written had been tentatively approved in principal in informal sessions by Lenoir City and Loudon, and that the County Court members had copies

of the contract prior to this meeting for their preliminary consideration; and that further at least part of the grant money was in danger of being lost if the project could not proceed in the near future. It was hoped that the Cities would approve the contract, if the Quarterly Court did, at their regular meetings one week later, and that upon approval of the contract and the gaining of possession of the property, that Judge Sproul would then, in accordance with previous Quarterly Court action, ~~xx~~ sign a contract with the architects so that the drawing of plans and specifications on the building could be started immediately. He further explained that the main question in the contract which had not been approved by the committee representatives was the amount that the Cities would pay annually on the five-year contract toward operating expenses, and that the County Committee had felt that a payment of approximately \$35,000 by the two Cities, which would be approximately 1/2 of the expected annual total operating cost for the building would be fair. He further explained that the City Administrator of Loudon had informed him that Loudon felt it could pay \$15,000, and that further he had a letter from Mayor Grayson of Lenoir City that he had received just prior to the meeting, stating that Lenoir City had also made an offer of \$15,000, subject to final approval by their Council.

PROPOSED CJC CONTRACT
APPROVED AND C. J.
AUTHORIZED TO SIGN

After considerable additional discussion concerning various aspects of the contract, it was moved by Squire Hamilton, and seconded by Squire Hartsook, that the proposed contract, attached to these minutes as Exhibit A, be approved by the Quarterly Court, with authorization to the County Judge to execute the contract with the Cities, provided that the Cities would each agree to pay at least \$15,000 per year during the life of the contract, with it being further provided that the County Judge would still be authorized to execute the contract even if the Cities requested certain changes in the contract, providing that such changes did not significantly change any major aspect of the contract terms. During discussion Squire Conner suggested the possibility of attaching a separate fee to each suit filed in the General Sessions Court as a part of the Court cost for the purpose of helping to pay the operating cost and the building cost for the building. All Squires voted aye on a roll-call vote, and the Chair declared the motion adopted.

CJC -- C. J. TO
INVESTIGATE POSSI-
BILITY OF PVT.
LEGISLATION

It was moved by Squire Conner, seconded by Squire Foster, and unanimously approved by all Squires that the County Judge be instructed to pursue the matter of possibility of Private Act being passed authorizing a special fee to be attached to all General Sessions Court costs which would be used toward the cost of the building, and the annual operating cost.

CENTENNIAL FINANCIAL
REPORT

Don Canter, Treasurer of the 1970 County Centennial Celebration, was present to make a complete financial report. In summary, the income was \$25,103.05, and total expenses were \$24,260.27, or a net surplus of \$882.78.

Judge Sproul stated that under the contract with the Cities concerning the County Justice Center, the County Judge was to appoint two members to the Co-ordinating Committee, subject to the approval of the Quarterly Court, and that accordingly it was his intention to appoint Squires James M. Hartsook and J. J. Blair inasmuch as they had been serving on the CJC Committee and had been more involved in the negotiations with the two Cities during the preliminary matters leading up to the contract. Subsequently there was some discussion concerning the Committee, and its duties and functions and importance, but no further action was taken upon the appointments at that time.

It was moved by Squire Foster, seconded by Squire Hudson, and unanimously approved on a roll-call vote, that the budget amendments for February, as listed on Exhibit B to these minutes, be adopted.

BUDGET AMENDMENTS
APPROVED

It was moved by Squire Foster, seconded by Squire Williams, and unanimously approved on a roll-call vote, that the law firm of Dannel, Winfrey, & McMurray be authorized payment of \$7500 for their legal services in the lawsuit of State ex rel Anderson County v. State of Tennessee, and that the appropriation be made from the surplus money coming from the settlement of that case.

ANDERSON CO. VS.
STATE BD. OF EQUAL.--
PAYMENT AUTHORIZED
ON ATTY'S FEES

It was moved by Squire Hamilton, seconded by Squire Hudson, and unanimously approved that the following persons be elected notary publics:

NOTARY PUBLICS
ELECTED

Jack Sarten
Sue H. Thornburg

At this time during the meeting the County Judge called for a Public Hearing in accordance with the newspaper notice properly published concerning the proposed rezoning, recommended by the Loudon Planning Commission, of a part of the property owned by Lewis White and wife from A-1 (Agricultural - Forestry) to C-1 (Rural Center). There being no persons present opposed to the rezoning at 7:00 P. M. as called for in the Public Hearing, Judge Sproul declared the Public Hearing closed.

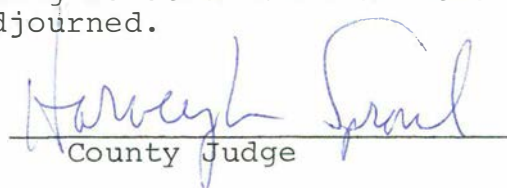
REZONING -- LEWIS
WHITE PROP. 3RD DIST.
(TO C-1 FROM A-1)

It was moved by Squire Hudson, seconded by Squire Conner, and unanimously approved on a roll-call vote that Resolution # 4-73, attached to these minutes as Exhibit C be adopted, the caption of said resolution being as follows:

A RESOLUTION, PURSUANT TO THE AUTHORITY GRANTED BY SECTION 13-405, TENNESSEE CODE ANNOTATED, TO REZONE PARCEL 13 AND A PORTION OF PARCEL 15, TAX MAP 47, OLD HIGHWAY 95, IN THE GLENDALE COMMUNITY, FROM A-1 AGRICULTURAL FORESTRY TO C-1 RURAL CENTER.

There being no other business the meeting was declared adjourned.

Approved:


County Judge



C O N T R A C T

Between

LOUDON COUNTY, TENNESSEE

and

THE CITY OF LENOIR CITY, TENNESSEE,

and

THE TOWN OF LOUDON, TENNESSEE,

RELATING TO THE JOINT OPERATION OF A COUNTY JUSTICE CENTER

and

THE FORMATION OF A CO-OPERATIVE LOUDON COUNTY LAW ENFORCEMENT AGENCY

This agreement, made and entered into the 13th day of February, 1973, by and between Loudon County, Tennessee, a political sub-division of the State of Tennessee, hereinafter referred to as the County, and the City of Lenoir City, Tennessee, and the Town of Loudon, Tennessee, both general municipal corporations formed and organized under the laws of Tennessee, hereinafter referred to as the Cities;

W I T N E S S E T H:

Whereas, there exists a need in Loudon County for modernized facilities in reference to the law enforcement and criminal justice operations of the County and Cities therein, with particular reference to the improvement, co-ordination and consolidation needed in the fields of communication, records keeping, incarceration and detention; and

Whereas, the various local governmental units of the State of Tennessee are authorized to enter into agreements whereby they may jointly provide such services under the provisions of the Inter-local Co-operation Act (TCA 12-801 et seq.); and

Whereas, the County and the Cities by joint agreement retained the consulting firm of Barge, Waggoner, Sumner and Cannon to study these needs, the study now having been completed; and

Ed. Lebit A

Whereas, the County of Loudon, after co-ordination with appropriate officials of the municipalities involved in this agreement, has applied for a \$200,000 construction grant through the Tennessee Law Enforcement Planning Agency (TLEPA), for the building of a County Justice Center, which grant has been approved with the planning for the construction of such a building having continued, subject to approval by the parties to this agreement and to an execution of a co-operative agreement, the County further having applied also for separate communications and records grants, for which tentative approval has been received from State Law Enforcement officials;

Whereas, for many reasons the effectiveness of the County of Loudon and all of its municipalities in the fields of law enforcement and justice would be enhanced by co-operatively joining in the construction and operation of a Law Enforcement and Justice Building, and possibly in the provision of other special law enforcement services, some of such reasons including the following:

1. The elimination of the necessity of operating three separate communications centers and the operation of one modern communications center with new and modern equipment, so planned as to be able to fit into any future regional and state-wide communications networks and procedures, to include the possibility of being a terminal facility for NCIC facilities, emergency network facilities, etc.

2. The organization of a separate records-keeping center to serve all Loudon County Law Enforcement jurisdictions, with modern equipment and full-time clerical assistance.

3. The provision of modern, adequate and safe jail and detention facilities, to include provision for the proper separation of adult male and female, and juvenile male and female, prisoners in accordance with the requirements of State law and regulations.

4. The elimination of the present use of inadequate facilities, buildings, and equipment in many instances, and the release of the present space so that it can be used for necessary expansion for general governmental use, with an accompanying decrease for the Cities of necessary operational and maintenance expense for equipment and building space.

5. The establishment of a joint Loudon County Law Enforcement Agency which will first serve as a co-ordinating and supervisory body for the use of the County Justice building, but which body can also be used for such other mutually beneficial purposes as might be approved by all jurisdictions involved.

6. The enhancement of intergovernmental co-operation between the municipalities of Loudon County and the County government.

7. The provision of additional facilities other than what are presently available to the County Law Enforcement Agencies, the facilities in the proposed building possibly to include a communications center, records center, jail, a courtroom, General Sessions Clerk's office, the General Sessions Judge's Office, offices for the police chiefs and the County sheriff, State Highway Patrol office, weapons vault, evidence vault, drunk tank, kitchen facilities, Civil Defense office, squad room, interrogation room, and other related facilities as might be possible;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree as follow:

I.

This contract will become effective immediately with payments from the Cities under Section VII of the Contract to begin when the communications center is opened and to continue for the duration of five years thereafter, with an extension of the contract, or the renegotiation of a new contract, to be in accordance with the terms provided hereinafter.

II.

2.1 It is hereby agreed that there will be established a co-ordinating agency to be known as the Loudon County Law Enforcement Agency, hereinafter known as the Agency, whose principal duties in the beginning will be to assist in an advisory role in the planning of the proposed new Justice Center, with final authority, however, as to decisions concerning the design and content of the building to be retained as a prerogative of the County.

2.2a. After the building is completed, the said Agency will be responsible for the employment of all necessary administrative personnel in reference to the dispatchers for the communications system and the clerks for the records system.

2.2b. All matters and administration concerning responsibility for the incarceration, care, feeding, and medical attention for prisoners, and other matters concerning the supervision, maintenance and cleanliness of the jail facilities located in the building, as well as the drunk tank, weapons vault, personnel squad room evidence vault, interrogation room, and holding room, to the extent such facilities are included in the proposed building, will be the responsibility of the County Sheriff, to include the responsibility and duty to hire a jailer and any assistants, and to include any kitchen help necessary. It is understood that such right and duty will be subject to such procedures, policies and budgetary limitations as may be adopted by the Loudon County Quarterly Court, and the County Purchasing and Budgeting Committees.

2.2c. It is specifically understood that each City and the County will retain jurisdiction as to those persons who occupy elected positions such as the General Sessions Judge, and the General Sessions Clerk, and such persons who are elected or appointed under Federal, State, City and County laws are not subject to the jurisdiction of the co-ordinating Agency, except that the Agency Board will hear and decide any conflicts, questions, or complaints as between the various jurisdictions concerning the use of the building, and the rooms and facilities therein, and personnel problems of an administrative nature concerning communications and records. The County Judge will be responsible for the general administration and supervision of the County Justice building as he is for other County office buildings.

2.3 Matters of job classification and pay scales, personnel policies and other matters of this kind will be consistent with general County policies, with the Agency and the Sheriff not to exceed budgetary authority approved by the Loudon County Quarterly Court. It is agreed that as a general rule employment vacancies filled by the Agency Board will be filled only after proper notice and interviews are conducted so as to get the best qualified persons for the respective positions and openings, and so that persons residing anywhere in the County may have a reasonable chance to apply.

III.

3.1 The Loudon County Law Enforcement Agency shall be governed by a five-person board, to consist of one member appointed by the Town of Loudon, one member appointed by the City of Lenoir City, and two members appointed by the Loudon County Quarterly Court. The members appointed by the Cities and the County will be appointed by the heads of the respective governing bodies, subject to confirmation and approval by the respective governing body itself. The four appointed members will then agree upon a fifth person to serve on the Agency, with it being required that each of the four members must approve the fifth member. Board members of the Agency must be residents of Loudon County and cannot be members or employees of any law enforcement agency, this to include constables and auxiliary policemen.

3.2 The Agency Board members will serve for a period of five years, with the exception of death or resignation, upon which occasion the appropriate jurisdiction will appoint a substitute member to fill out the remainder of the term. The first five-year term shall end on September 30, 1978, with said Agency members, however, to serve until their successors are appointed.

3.3 The Agency Board will elect its own chairman, who will serve for a one-year term, but who may be re-elected, with the first term, however, to end on September 30, 1974.

3.4 The members of the Agency Board will be entitled to an expense compensation which will be paid at the rate of \$25.00 per month each, with the exception that the secretary will be entitled to \$30.00 per month and the chairman to \$35.00 per month, with no member being entitled to expense compensation for any particular month in which he fails to attend at least 80% of the meetings, entitlement to be certified to the County Judge each month by the Agency secretary.

3.5 The Board members of the Agency shall be appointed as soon as possible after the execution of this agreement, and it shall begin its operations as soon as possible after the first four members are designated.

3.6 Any action of the Agency Board requires at least a concurrence of three members, and a quorum will consist of three members. The Agency Board shall keep permanent and complete minutes and records of its actions and deliberations.

3.7 The Agency Board shall set one night per month as its regular meeting time, but other meeting dates may be set by special call of the chairman so long as actual notice is given and received by each member of the Board. The Board cannot commit the County or the municipalities in the County to any expense unless the expense has been budgeted by the County in accordance with statutory authority and the general accounting laws which the County is obliged to follow.

3.8 The Agency Board as aforesaid will have the authority, power, and duty to decide any disputes that may arise among the various jurisdictions concerning the use of the Loudon County Justice Center Building, or any disputes or problems that may arise concerning the use of the communications system, the record-keeping operation, and related personnel problems that may arise.

3.9 The Agency Board shall have the authority and responsibility to make recommendations for improvements in the operation of the building and in the law enforcement activities being conducted from and in the Justice Center, and shall have the authority to apply for Federal grants, and may make necessary purchases and expenditures through the County General Fund by using the County Purchasing and Central Accounting procedures.

IV.

4.1 The County will be the legal owner of the land and building (hereinafter to be known as the Loudon County Justice Center) and will be responsible for the administrative actions of applying for and the execution of the grant agreements with State and Federal Agencies, and the contract with the architect.

4.2 The County will be responsible for the supervision of the construction, with the Cities to be responsible to co-operate and co-ordinate as circumstances may require, and to execute and approve grant agreements and other related documents if necessary. Each City and the County will retain its own individual equipment for its Law Enforcement Agencies, with the further agreement that any communications equipment purchased with funds from communications grants arising out of and as a part of this agreement upon the termination of this agreement will be retained as the property of the County, and with any equipment being presently owned by the Cities and/or the County which is used jointly as a part of the new communications center to remain individual property and to be allowed to be withdrawn upon the termination of this agreement.

4.3 It is agreed that the municipalities may have the reasonable use of the various parts of the building, under such rules and regulations as may be established by the Loudon County Law Enforcement Agency.

4.4 The County agrees to see that the building is properly insured insofar as third party liability is concerned, it being further understood that the employees who work in the building will be County employees and will be entitled to any benefits which accrue to County employees, with the County agreeing, insofar as the dispatchers are concerned, to attempt to provide such benefits that are at least comparable to benefits being given to the present dispatchers for the municipalities of Lenoir City and Loudon.

4.5 It is agreed that the Cities are entitled to the use of the jail in the Justice Center without the payment of any additional compensation other than is otherwise agreed upon as a part of this agreement. It is further agreed that the Cities of Philadelphia and Greenback may also have the use of the jail facilities and use in the general sense of the other facilities in the Center, notwithstanding that they are not being required to pay compensation for the use thereof, although if such use of the building should evolve to a significant point, then it is contemplated that there would be a right for negotiation as to an appropriate fee for these smaller Cities to pay.

4.6 It is further agreed that if new services, or an addition to the building, involves a substantial or significant additional benefit to the Cities then a renegotiation of the fees paid by the Cities may be made if approval is obtained prior to the additional service or building being added. It is further agreed, however, that if the County deems it desirable, it may construct a new addition to the building for other County uses and functions.

4.7 It is understood that the County is responsible for the operation of the building and payment of all expenses during the term of the contract, and that the County will be responsible for negligent injuries to third parties that may occur in the building, or arising from the negligent acts of County employees employed in the building, but each City and the County will be responsible for any negligent acts of its respective Law Enforcement personnel who may be using the building.

V.

It is agreed that each municipality will have the use of the building to the following extent:

A reasonable use of the following to the extent they are included in the building as finally constructed: jail and detention facilities, communications facilities, record keeping facilities, one private office each for the Chiefs of Police of Lenoir City and Loudon, the evidence vault, the weapons vault, personnel squad room, interrogation room, holding room, drunk tank, and courtroom facilities (it being understood that the principal use of the Courtroom will be for General Sessions Court).

6.1 The City of Lenoir City agrees to pay \$ 1,250.00 per month, for a total of \$ 15,000 per year, for a period of five years as its part of the financial cost of the agreement. The City of Loudon agrees to pay the amount of \$ 1,250.00 per month, for a total of \$ 15,000 per year, for a period of five years as its part of the financial cost of the agreement. Monthly payments are due on the first day of each month, and are not delinquent until the fifth day of the month.

6.2 The County of Loudon will be responsible for the payment of the construction of the building, the providing of the equipment and reasonable furnishings, for the repairs and upkeep of the building and for the payment of all personnel necessary for the operation and administration of the building during the five-year period, it being further specifically understood that each municipality and the County will be responsible for the salaries and wages of its own personnel and employees.

VII.

This agreement will terminate at the end of five years, but may be renewed by agreement of the parties, it being understood that the intention of any renewal would be for the operational cost of the County Justice Center Building to be apportioned on an equitable basis taking into account the use of the building by the various agencies involved, the use of the communications and records by the various agencies involved, the population of the respective areas, and the proportion of the operational cost that is being borne as a part of this original agreement, with it being the responsibility of the Loudon County Law Enforcement Agency to make a study and recommendation as to further continuation of the contract and as to an appropriate financial arrangement for the operation of the building.

ATTEST:

Edward Alexander
County Court Clerk

J. V. Matthews
London City Recorder

H. C. Foster
Lenoir City Recorder

COUNTY OF LOUDON

BY Harvey L Sprad
County Judge

BY Freeman Russell
Sheriff

TOWN OF LOUDON

BY J. M. Carter
Mayor

CITY OF LENOIR CITY

BY John D. Gayson
Mayor

Budget Amendments for Agenda Feb. 5, 1973

General Purpose School Fund

<u>Acct.</u>		<u>Dr.</u>	<u>Cr.</u>
97	Unappropriated Surplus	\$303.00	
41	Estimated Revenues (133.9) Equipment for School Lunch	910.00	
81	Appropriations (3273.8) Equipment for School Lunch		\$1,213.00
	To set up budget for matching funds for school lunch program		

Title I 72/41

Approve Title I 72/41 Budget (see attached copy)

General Fund

Transfer \$72.00 from Acct. 501-19 (Other contractual services) to
Acct. 501-13 (Bond Premium)

Highway Fund

Transfer \$20,000.00 from Acct. 97 (Unappropriated Surplus-1st & 4th
District) to Acct. 1219.1 (Rock-1st and 4th District)

Transfer \$10,000.00 from Acct. 97 (Unappropriated Surplus-2nd & 5th
District) to Acct. 1219.2 (Rock-2nd and 5th District)

Cy Helms B

TITLE I, P.L. 89-10

PROJECT 72.41 (72.01 SECTION C) BUDGET

(January 22, 1973 through June 30, 1973)

TITLE OF THE PROJECT: READING READINESS

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>		
	<u>Instruction - 2200 Series</u>		
2210.31	Regular Teachers	\$3,225.00	
2220.11	Travel Allowance Itinerant Teacher	200.00	
2230.1	Teaching Supplies	<u>814.07</u>	
	TOTAL INSTRUCTION		\$4,239.07
	<u>Fixed Charges - 2800 Series</u>		
2851.21	Contributions to Social Security	\$188.66	
2851.4	Contributions to Teacher Retirement	<u>230.27</u>	
	TOTAL FIXED CHARGES		<u>\$418.93</u>
	GRAND TOTAL - ALL EXPENDITURES		<u><u>\$4,658.00</u></u>

A RESOLUTION, PURSUANT TO THE AUTHORITY GRANTED BY SECTION 13-405, TENNESSEE CODE ANNOTATED, TO REZONE PARCEL 13 AND A PORTION OF PARCEL 15, TAX MAP 47, OLD HIGHWAY 95, IN THE GLENDALE COMMUNITY, FROM A-1 AGRICULTURAL FORESTRY TO C-1 RURAL CENTER.

WHEREAS, the Loudon County Quarterly Court in accordance with Chapter four, Section 13-405, Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts or any other provision of any zoning ordinance, and

WHEREAS, the Loudon County Regional Planning Commission has forwarded its recommendations regarding the petition by Mr. Lewis White for a rezoning of all or a portion of Parcel 13 from A-1 Agricultural Forestry to C-1 Rural Center, in accordance with Section 13-405, Tennessee Code Annotated,

NOW THEREFORE, BE IT RESOLVED BY THE QUARTERLY COURT OF LOUDON COUNTY, TENNESSEE, that the area including Parcel 13 and a portion of Parcel 15 lying on the west side of Old Highway 95 in the Glendale Community, and further described as follows, be rezoned from A-1 Agricultural Forestry to C-1 Rural Center:

The intersection of the Garland Lee property and J. T. Carter property and proceeding thence in a northwesterly direction to the property line of the Lewis E. White property line, then in a western direction along the Lewis White Property line to the property of Garland Lee, then northwest along the property line of Lewis White to the intersection of the Lewis White property with the Garland Lee property and the Donald Marsh property, then east along the Lewis White property line to Old Highway 95, then along Old Highway 95 to the property of J. T. Carter, the southwest to the intersection of the Garland Lee and J. T. Carter property lines.

BE IT FURTHER RESOLVED, that The Zoning Map of Loudon County, Tennessee be amended immediately to reflect the above rezoning.

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

Date February 5, 1973

ATTESTED BY Edward Alexander
Loudon County Quarterly Clerk

Harvey Sprad
Loudon County Judge

Ex Libit C