

A Public Hearing was held August 7, 1989, at the Loudon County Courthouse at 7:00 P.M. concerning:

Rezoning on Hines Valley Rd., Map 16, Parcel 95.0 from A-2, Rural Residential to C-1, Rural Center. Attorney Simpson spoke concerning this matter.

Rezoning on East Coast Tellico Parkway Map 74, Parcel 9.0 from A-1, Agriculture Forestry to C-1, Rural Center.

Amendment to the Zoning Resolution of Loudon County Article 4, Supplementary Provisions Applying To Specific Districts, creating Section 4.130. Litter/Debris Control Regulations.

There being no further comment, the Public Hearing closed.

Be it remembered that the Loudon County Legislative Body met in Regular Session on Monday, August 7, 1989 at 7:15 P.M. with the Chairman J.J. Blair, Presiding and County Clerk, Riley D. Wampler, was present whereupon Sheriff Joe Sims Opened Court, led the Pledge of Allegiance to the Flag and presented Commissioner Price, who gave the Invocation.

The following Commissioners were Present:

Blair	Price	Petty
Bledsoe	Maples	Masango
Millsaps	Park	

Commissioner Bryant was absent.

MINUTES
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Price that the June Minutes be approved as presented. The vote was unanimous.

ONE
HUNDREDTH
BIRTHDAY OF
MRS. TEMPA
ROBINSON

It was moved by Commissioner Bledsoe and seconded by Commissioner Millsaps that a Resolution presented by County Executive, George Miller, congratulating Mrs. Tempa Robinson on the celebration of her one hundredth birthday be approved. The vote was unanimous and it is attached hereto as Resolution No. 38-89 Exhibit H.

\$2,100.00
APPROVED
FOR ROANE
STATE

It was moved by Commissioner Millsaps and seconded by Commissioner Price that \$2,100.00 be approved for utilities and custodian service for Roane State. On Roll Call, the vote was unanimous. This being first reading of the matter.

LITTER
CONTRACT
WITH STATE
& COUNTY
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Petty that a contract between the State of Tennessee, Department of Transportation and Loudon County concerning Litter and Trash and matters be approved. The vote was Unanimous and it is attached hereto as contract Exhibit B.

THE
U.S. FLAG

It was moved by Commissioner Park and seconded by Commissioner Bledsoe and Petty that a Resolution urging U.S. to enact law prohibiting the burning of the flag. The vote was unanimous and it is attached hereto as Resolution No. 39-89 Exhibit C.

TASS
BUDGET
APPROVED

Upon a Motion by Commissioner Park and seconded by Commissioner Petty the TASS Budget was approved with the vote being unanimous.

REAPPOINT-
MENTS TO
PLANNING
COMMISSION

It was moved by Commissioner Millsaps and seconded by Commissioner Millsaps and seconded by Commissioner Masingo that the Reappointments of Betty Pope and Henry Davis to the Planning Commission be approved. The vote was unanimous.

SURPLUS
PROPERTY
APPROVED

It was moved by Commissioner Petty and seconded by Commissioner Bledsoe that a Resolution of Governing Board authorizing Purchase of Federal Surplus Property be approved. The vote was unanimous and it is attached hereto as Resolution No. 40-89 Exhibit 10.

NATIONAL
GUARD
ARMORY
RESOLUTION
APPROVED

After much discussion, it was moved by Commissioner Petty and seconded by Commissioner Price that consideration of Resolution amending with State of Tennessee and City of Lenoir City concerning the new National Guard Armory be approved. The vote was 7 in favor with Commissioner Parks abstaining. The Resolution is attached hereto as No. 41-89 Exhibit E.

ROBERT'S
RULES
APPROVED

It was moved by Commissioner Millsaps and seconded by Commissioner Park that the consideration of adaptations for Procedural Rules presented by Attorney Sproul for County Commission meetings be approved. The vote was unanimous.

ROAD-WAY
IN MATLOCK
BEND DEED
FROM CITY
OF LOUDON

It was moved by Commissioner Petty and seconded by Commissioner Park that the consideration of acceptance of Right-of-Way Deed from City of Loudon and possible others, pertaining to Road-way in Matlock Bend (Existing from Hwy 72 to existing Industries) be approved. The vote was unanimous.

COUNTY
ATTORNEY

County Attorney Harvey Sproul brought the commission up to date on the following lawsuits:

- A. Floyd Lanter V. Hospital
- B. Samuel D. Thompson V. Loudon County Jail.
- C. M.D. Kelley V. Board of Zoning Appeals

PLANNING
COMMISSION
REPORT

The General Report of the Planning Commission was presented by Pat Phillips.

MAP 16
PARCEL 95.0
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Petty that a Resolution Rezoning Property on Hines Valley Road, Map 16, Parcel 95.0 from A-2 Rural Residential to C-1 Rural Center (5th Legislative District) be approved. The vote was unanimous and it is attached hereto as Resolution No. 41-89 Exhibit 7.

It was moved by Commissioner Masingo and seconded by Commissioner Petty that the rezoning of Property on East Coast Tellico Parkway, Map 74, Parcel 9.0 from A-1, Agriculture Forestry to C-1, Rural Center (3rd Legislative District) not be rezoned. The vote was unanimous.

PORTION OF
ROBINSON. *W*
ACCEPTED AS
COUNTY ROAD

It was moved by Commissioner Millsaps and seconded by Commissioner Petty that a portion of Robinson Drive known as Littleton Drive be accepted as a County Road. The vote was unanimous.

1 Doug Lawrence presented the Building Inspectors Report.

Permits-----	26	Value-----	\$679,500
Fees-----	\$1,287.00	Taxes-----	4,720.00

Tommy Mills presented the Purchasing Department Report which is attached as Exhibit H.

Industrial Developer, Doug Berry, presented an updated report on Sugar Limb Industrial Park Improvements - Kimberly Clark Project (concerning roads, sewer, water line, etc.). The project would be well under way by September. He also presented the status of Matlock Bend Road and Water Line Improvements.

It was moved by Commissioner Price and seconded by Commissioner Bledsoe that the Commission supports the Avlis Resolution, the Development of the project for the good of the country and encourages the Department of Energy to consider seriously the Oak Ridge Area as the future home of the project. The Resolution is attached hereto as No. 43-89 Exhibit *h*.

It was amoved by Commissioner Price and seconded by Commissioner Petty that the following Notaries be approved:

Cecilia G. Wallace, Charlotte R. Thomas, Allison S. Pressley,
Cecil L. Petty, Lisa M. Moyers, William N. Moore, Janice W.
Eldridge, Jane F. Cooney, Gene Chrusciel, Robert Caldwell,
& Kari Blakney.
The vote was unanimous.

There being no further business, Court adjourned at 8:30 P.M.

County Clerk

28-89

A RESOLUTION to congratulate Mrs. Tempa Robinson on the celebration of her one hundredth birthday.

WHEREAS, it is fitting for the elected officials of the County of Loudon to recognize those citizens who are celebrating an important date in their lives; and

WHEREAS, on August the sixth, Mrs. Tempa Robinson will celebrate her birthday; a time to celebrate her fruitful life; and

WHEREAS, Mrs. Robinson's bountiful life has touched and continues to touch those around her; and

WHEREAS, Hyden Senior Center and Mrs. Robinson's family are hosting a celebration in honor of this exceptional lady today, August 4, 1989; and

WHEREAS, Mrs. Robinson is still mentally alert at the age of one hundred; and, is the proud mother of four children, eleven grandchildren, twenty-six great grandchildren and at least four great-great grandchildren, attributing her long and bountiful life to staying active and the overflowing love and ever present company of her beloved family; and

WHEREAS, I, GEORGE M. MILLER, COUNTY EXECUTIVE, find it appropriate to help celebrate the birthday of Mrs. Tempa Robinson, an asset to her community and one of Loudon County's finest citizens; now therefore,

BE IT RESOLVED BY THE COUNTY COMMISSION OF LOUDON COUNTY, TENNESSEE, that we hereby extend our congratulations to Mrs. Robinson on the celebration of her one hundredth birthday.


County Executive

ATTEST:


Jim Blair, Chairman

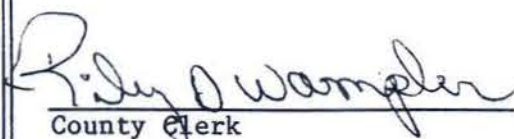

County Clerk

Exhibit A

Project No. 53-500-4057-04

CONTRACT

BETWEEN

THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND
LOUDON COUNTY

THIS AGREEMENT is hereby made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the "Department", and Loudon County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Section 41-2-123, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash along county, state and interstate roads and highways; and

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Sections 57-5-201 and 67-4-402 proportions of the privilege taxes imposed by said sections are allocated to the highway fund for the purpose of funding programs for the prevention and collection of litter and trash and matters related thereto; and

WHEREAS, the County has submitted an application to the Department for the purpose of obtaining program funds for

Exhibit B

the prevention of the accumulation of litter and depositing of trash and the collection of litter and trash along county, state, interstate roads and highways as described in said application; and

WHEREAS, said application has been approved by the Commissioner, and the parties want to enter into an agreement to provide the terms and conditions to govern the expenditure of program funds.

NOW, THEREFORE, in consideration of the premises, the parties agree that their respective obligations for administering the program for the prevention of the accumulation of litter and depositing of trash along county, state and interstate roads and highways and the collection of litter and trash from said roads and highways shall be as follows:

1. The County agrees that it will undertake its program for the prevention of the accumulation of litter and depositing of trash, and collection of litter and trash as contained in its application, attached hereto as "Exhibit A", and in accordance with its budget, attached hereto as "Exhibit B", which exhibits are hereby incorporated herein by reference.

2. The County agrees not to employ any elected official in carrying out the program.

3. It is understood by the County that if accomplishment of the program includes use of labor by

prisoners, it will use those sentenced to the county workhouse.

4. It is understood by the County that the maximum amount of compensation subject to being paid to the County as reimbursement shall not exceed the sum of \$20,975.

5. The term of this contract shall be from date of execution to June 30, 1990.

6. The County agrees to provide monthly invoices reflecting actual costs incurred subject to the cost limitation set forth in Provision No. 4. The monthly invoice shall set forth in detail the amount expended pursuant to the budget, be supported by receipted bills and payroll time sheets, contain a notarized statement relating to accuracy, be accompanied by a progress report describing accomplishments and problems encountered during the month and work anticipated during the subsequent month, and be submitted in triplicate to the Department's Highway Beautification Office, Suite 400, James K. Polk Building, Nashville, TN 37219, within ten (10) days following the end of each month.

7. The Department agrees to honor all invoices for reimbursement of costs provided the County is complying with its obligations provided for in "Exhibit A". The Department will pay actual operating costs for any vehicles and other mobile equipment used in accomplishing program work, but not to exceed the amounts set forth in the Rental Rate Blue Book for Construction Equipment.

this Agreement, or in the employment practices of the County. The County agrees, upon request, to show proof of such nondiscrimination, and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16. This Agreement may be terminated by either party, without cause being assigned, by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event the County shall be entitled to receive fair reimbursement as compensation for any satisfactory authorized work completed as of the termination date.

17. The County agrees to maintain documentation for all charges against the Department under this contract. The books, records and documents of the County related to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

18. The County agrees to assume all responsibility for and shall defend and hold the Department, its officers and

employees harmless from any actions at law or claims of any character brought for injuries or damages sustained by any person or property arising from any act or omission of the County and its employees or its agents in performing or failing to perform pursuant to this Agreement.

19. The County agrees not to assign or sublet any interest in this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this the _____ day of _____, 1989.

LOUDON COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY:


Loudon County
Executive

BY:

Jimmy M. Evans
Commissioner

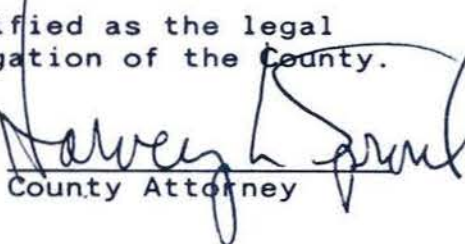
BY:

Lewis Evans
State Transportation
Engineer

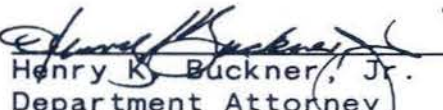
Certified as the legal
obligation of the County.

APPROVED:

BY:


County Attorney

BY:


Henry K. Buckner, Jr.
Department Attorney

RECEIVED

JUL 6 1989

Ans'd.....

OUR AMERICAN FLAG

39-89

WHEREAS, the United States Supreme Court Did recently declare no person can be prosecuted for burning or desecrating the flag of the United States; and

WHEREAS, forty-eight of the fifty states, including Tennessee, have enacted laws prohibiting the burning or desecrating of the flag of the United States; and

WHEREAS, this flag flies over the greatest country ever known, and

WHEREAS, the flag stands as a symbol of democracy, freedom of speech and freedom of the press, freedom to assemble and freedom of religion; and

WHEREAS, hundreds of thousands of young men and women have fought and died at Valley Forge, Argonne Forest, Normandy Beach, Iwo Jima, Heartbreak Ridge and Vietnam. They gave their lives for the freedom this flag symbolizes; and

WHEREAS, when the flag is being burned, desecrated and trampled on the same is being done to the memory of these honored dead; now, therefore;

BE IT THEREFORE RESOLVED, That the Grundy County Commission request our United States Senators and Representatives to take whatever action is necessary, including an amendment to the Constitution, to prohibit the desecration of the United States flag; and

BE IT FURTHER RESOLVED, That a copy of this resolution be mailed to each Member of Congress from the State of Tennessee; and

BE IT FURTHER RESOLVED, That a copy be mailed to the other ninety-four counties of Tennessee requesting their support on behalf of this resolution.



Attest;

Jimmy Rogers
Jimmy Rogers, County Clerk

Riley Anderson, Jr.
Riley Anderson, Jr.
County Executive

Copy held by C

RESOLUTION OF GOVERNING BOARD

40-89

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

WHEREAS, Loudon County Local Government, hereafter referred to as the Applicant, (Applicant Organization) is desirous of utilizing the services and resources of the Department of General Services, Federal Property Section, hereafter referred to as the State Agency, and

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

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

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

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

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

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

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

Exp. Helish AD

NOW THEREFORE BE IT RESOLVED:

(1) That Don Palmer, Highway Supt., Don Palmer
(Name) (Title) (Signature)
George M. Miller, County Executive, George M. Miller
(Name) (Title) (Signature)
Tommy Mills, Purchasing Agent, Tommy Mills
(Name) (Title) (Signature)
Joe Sims, Sheriff, Joe Sims
(Name) (Title) (Signature)
Lloyd Terry, Emergency Management Dir., Lloyd Terry
(Name) (Title) (Signature)

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

(2) That this authorization shall remain in full force and effect until revoked or revised by written notice of the Applicant to the State Agency. It is the Donee's responsibility to notify the State Agency if the above named representatives change.

DATE 8/1/89 SIGNED George M. Miller, County Executive
Chief Executive Officer Title

TERM OF OFFICE EXPIRES September 1, 1990

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

DATE August 7, 1989 SIGNED A. J. Blair
Chairman of the Board

PLEASE RETURN TO:

Department of General Services
Personal Property Division
Federal Property Section
6500 Centennial Boulevard
Nashville, Tennessee 37209

GS-0434

Revised 11/87

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

FOR DEPARTMENT OF GENERAL
SERVICES USE ONLY

DATE RECEIVED: _____

APPROVED _____ DISAPPROVED _____
COMMENTS: _____

ALL SALES SUBJECT TO PROVISIONS OF TCA 12-241

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

REQUEST TO QUALIFY

ORGANIZATION

OR ENTITY: Loudon County Local Government

OFFICIAL: George M. Miller ADDRESS: P. O. Box 246 - River Road

TITLE: County Executive Loudon, Tennessee 37774

PURCHASE ORDERS ARE X ARE NOT _____ TELEPHONE: (615) 458-4663
ISSUED BY ENTITY

AUTHORIZED PURCHASERS (Print or Type):

Don Palmer, Highway Supt.

George M. Miller, County Executive

Tommy Mills, Purchasing Agent

Joe Sims, Sheriff

Lloyd Terry, Emergency Management Director

SIGNATURES:

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

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

George M. Miller
Signature of Organization Official

County Executive
Title of Official

Term of office expires: September 1, 1990

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

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

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

George M. Miller
Signature of City or County Chief Executive

Term of office expires: _____

ALL APPLICATIONS MUST BE NOTARIZED:

STATE OF TENNESSEE)
COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED, THIS THE

_____ DAY OF _____, 19____.

_____ NOTARY

MY COMMISSION EXPIRES: _____

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

LOUDON COUNTY COMMISSION

RESOLUTION NO. 41-89RESOLUTION APPROVING AMENDED CONTRACT WITH STATE OF TENNESSEE
FOR CONSTRUCTION OF NEW NATIONAL GUARD ARMORY

WHEREAS, on March 27, 1986, the Loudon County Commission authorized entry into an agreement with the State of Tennessee, joined by the City of Lenoir City, for the providing of a site and matching funds to construct a new National Guard Armory; and

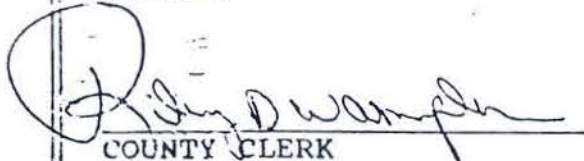
WHEREAS, Loudon County concurrently entered into an agreement with the City of Lenoir City as to the responsibilities and rights of the parties in meeting the requirements of the contract with the State of Tennessee; and

WHEREAS, the State of Tennessee now has requested the County and the City to sign an "amended" agreement which provides for a change in wording in several places in the contract from "Lenoir City and Loudon County" to "Lenoir City and/or Loudon County," and a copy of said revise agreement being attached hereto as Exhibit A; and

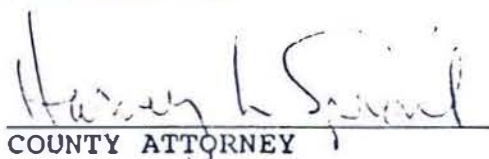
WHEREAS, the Loudon County Commission desires to cooperate with the State of Tennessee in this regard;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the County Executive be authorized to execute the revised agreement with the State of Tennessee and the City of Lenoir City.

ATTEST:


COUNTY CLERK

PREPARED BY:


COUNTY ATTORNEY

COUNTY CHAIRMAN

APPROVED:


COUNTY EXECUTIVE

Exhibit E

11 [redacted] d to State
8-24-89

STATE-LOCAL AGREEMENT FOR CONSTRUCTION
OF A NATIONAL GUARD ARMORY
AT LOUDON COUNTY, TENNESSEE

WHEREAS, the State of Tennessee, hereinafter the State, represented by the Adjutant General pursuant to Tennessee Code Annotated §58-1-506, and the United States of America, hereinafter the Government, have determined that the construction of an Armory at EATON CROSS ROADS, LOUDON COUNTY, Tennessee is necessary; and,

WHEREAS, the Government has agreed to provide funding for the construction of the Armory at EATON CROSS ROADS as its contribution pursuant to Chapter 133, Title 10, U. S. Code, Facilities for Reserve Components, as implemented by Defense Directive 1225.2. in accordance with the percent contribution defined in Article I.

NOW THEREFORE, the State, LOUDON County, and/or the City of LENOIR CITY, do mutually promise and agree with each other to provide funding as defined in Article I, Percent of Contribution, and provide land and utilities as defined in Articles II & III under the conditions hereinafter provided.

ARTICLE I
PERCENT OF CONTRIBUTION

In determining the contribution of Federal, State and Local governments, the following costs will be shared based upon the lowest acceptable bid, including all change orders, as follows:

	FEDERAL (%)	STATE (%)	LOCAL (%)	ESTIMATED TOTAL COST
Item No. 1 - Armory, including all fees, testing, etc.	75	12-1/2	12-1/2	<u>\$1,026,575.00</u>
Item No. 2 - Site Preparation	0	50	50	<u>25,000.00</u>
Item No. 3 - Grading, Seeding, Landscaping	75	12-1/2	12-1/2	<u>1,625.00</u>
Item No. 4 - Paving & Security Fencing	75	12-1/2	12-1/2	<u>45,000.00</u>

Copy for [redacted]

	FEDERAL (%)	STATE (%)	LOCAL (%)	ESTIMATED TOTAL COST
Item No. 5 - Extension of Utilities from Armory to Property Line				
a. Water <u> X </u>	75	12-1/2	12-1/2	<u>11,000.00</u>
b. Gas <u> X </u>				
c. Sewers <u> X </u>				
d. Well <u> </u>				
e. Septic System <u> </u>				
f. Other <u> </u>				
Item No. 6 - Access Roads within property line includes driveways	75	12-1/2	12-1/2	<u>8,400.00</u>
Item No. 7 - Sidewalks within property line	75	12-1/2	12-1/2	<u>3,000.00</u>
Item No. 8 - Flagpole	75	12-1/2	12-1/2	<u>2,000.00</u>
Item No. 9 - Bid Advertise- ment Costs	0	50	50	<u>600.00</u>
Item No. 10 - Other Improve- ments not eligi- ble for Federal Funding	0	as applicable	as applicable	<u>35,000.00</u>

ARTICLE II

The City of LENOIR CITY and/or LOUDON County will acquire and deed to the State a site on which the Armory will be constructed. Said site to meet the minimum standards and approval of the State and the National Guard Bureau. In addition, the City of LENOIR CITY and/or LOUDON County agree to provide property title insurance and site survey documents.

ARTICLE III

The City of LENOIR CITY and/or LOUDON County will provide adequate utilities to the property line of the project, including but not limited to sewer, water, electrical and gas to accommodate the needs of the project.

ARTICLE IV

For programming purposes, the City of LENOIR CITY and/or LOUDON County agrees that their maximum monetary contribution will not exceed \$ 150,000.00 which represents their calculated prorata share as established in accordance with Article I, plus 15%. In addition, the City of LENOIR CITY and/or LOUDON County agree to provide documentation

relative to their legal authority to bind their respective governments to the
aforementioned maximum monetary commitment

ARTICLE V

It is agreed by the City of LENOIR CITY and/or LOUDON County that,
should the projected cost estimate or actual bid costs require an increase in
local participation beyond the estimated prorata share, \$ 150,000.00, the
project will not proceed without confirmation by the City of LENOIR CITY and/or
LOUDON County of the commitment of the prorata share of the necessary funds
to proceed with the project, plus 15% contingency.

ARTICLE VI

Upon failure of the City of LENOIR CITY and/or LOUDON County to
make payment as provided herein, the Department may at its option, withhold from
any funds allocable to the City of LENOIR CITY and/or LOUDON county by the
State, funds sufficient to cover the City of LENOIR CITY and/or LOUDON
County agreed contribution to the construction cost of the new Armory.

ARTICLE VII

That the share of the City of LENOIR CITY and/or LOUDON
County will be paid to the State of Tennessee, upon demand of the State, and
immediately subsequent to the execution of a bona fide contract with the
successful bidder. Upon substantial completion and final close-out of the
project, the City of LENOIR CITY and/or LOUDON County agree to pay
any additional funds required to honor their prorata share as required by the
completed contract, and the State further agrees to reimburse the City of
LENOIR CITY and/or LOUDON County should their prorata share be
decreased due to the final costing of the project.

AGREED TO on behalf of the parties by the following:

CITY OF LENOIR CITY
BY Charles J. Elmer
MAYOR

ACCEPTED BY THE STATE OF TENNESSEE
BY _____
THE ADJUTANT GENERAL

COUNTY OF LOUDON
BY George M. Miller
COUNTY EXECUTIVE

APPROVED AS TO FORM & LEGALITY:

ATTORNEY GENERAL

DATE: 25th DAY OF August, 1989.

ACCEPTED BY THE STATE OF TENNESSEE

GOVERNOR



County of Loudon

GEORGE M. MILLER

COUNTY EXECUTIVE

P.O. Box 246

LOUDON, TENNESSEE 37774

PH. 458-4664

July 28, 1989

The agenda for the August 7, 1989, Loudon County Commission Meeting is as follows:

1. Litter Grant
2. Proposed Matlock Bend Agreement
3. National Guard Armory
4. Resolution Urging U.S. To Renact Law Prohibiting The Burning Of The Flag
5. TASS Budget Approval
6. Approval Of Reappointments To Planning Commission: Betty Pope & Henry Davis
7. Resolution Authorizing Purchase Of Surplus Property



exhibit EE

RESOLUTION NO. 41-89

RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-7-107 OF THE TENNESSEE CODE ANNOTATED, TO REZONE MAP 16, PARCEL 95.0 FROM A-2, RURAL RESIDENTIAL TO C-1, RURAL CENTER

WHEREAS, the Loudon County Commission is accordance with Chapter Four, Section 13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shaped, boundary, area, or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Loudon County Regional Planning Commission has forwarded its recommendations regarding the amendment of the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee, be amended as follows:

- I. That Map 16 Parcel 95.0 said property located on HINES VALLEY RD. in the 5TH Legislative District be rezoned from A-2, RURAL RESIDENTIAL to C-1, RURAL CENTER

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

DATE: AUG. 7, 1989

Loudon County Executive

ATTEST: _____

Tex Helms E

60

RESOLUTION NO. _____

RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE MAP 74, PARCEL 9.0 FROM A-1, AGRICULTURE FORESTRY TO C-1, RURAL CENTER

WHEREAS, the Loudon County Commission is accordance with Chapter Four, Section 13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shaped, boundary, area, or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Loudon County Regional Planning Commission has forwarded its recommendations regarding the amendment of the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee, be amended as follows:

- I. That Map 74 Parcel 9.0 said property located on EAST COAST TELLICO PKWY. in the 3rd Legislative District be rezoned from A-1, Agricultural Forestry to C-1, RURAL CENTER

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

DATE: AUG. 7, 1989

Loudon County Executive

ATTEST: _____

RESOLUTION 42-89

RESOLUTION TO AMEND THE ZONING RESOLUTION OF LOUDON COUNTY, TENNESSEE PURSUANT TO TENNESSEE CODE ANNOTATED 13-7-105 AMENDING ARTICLE 4, TO INCLUDE SECTION 4.130 LITTER, REFUSE, GARBAGE, JUNK, DEBRIS CONTROL REGULATIONS, AND ARTICLE 2, DEFINITIONS OF GENERAL TERMS

WHEREAS, the county commission in accordance with Chapter Seven, Section 13-7-105 of the Tennessee Code Annotated may from time to time, amend the zoning resolution and related maps, and

WHEREAS, the Loudon County Regional Planning Commission has forwarded its recommendation regarding the amendment to the Zoning Resolution of Loudon County, Tennessee, and the necessary public hearing called for and held, and

WHEREAS, in order to protect the general health, safety, and general welfare of the citizens of Loudon County, certain regulations are deemed necessary to control the collection, storage of garbage, litter, refuse, rubbish and junk which affect health, property values and aesthetic quality of the county's natural resources.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Resolution of Loudon County, Tennessee be amended as follows:

Section 1. Article 2, Definition of General Terms be amended by adding the following:

- A. Garbage means food waste, animal waste (except for agricultural related operations), dead or decomposing animal matter, and dead or decomposing vegetable matter, and any dead or decomposing matter whether or not it originally constituted human or animal food.
- B. Junk means rubbish and wasted or discarded items, including metal, wood, paper, glass and other objects and including junk motor vehicles. The term shall not include items held for sale in a business establishment which holds a valid Tennessee business license.
- C. Junk motor vehicle means any automobile, motor vehicle, or the metal scraps and remains of the foregoing items, which are incapable of being operated and which it would not be economically practical to make operative and which are not fully placed or located within and fully surrounded by a substantial and durable building. The term shall not include items on the premises or

Eg. Litter 21

establishments constituting automobile graveyards within the meaning of Tennessee Code Annotated, Section 54-20-201, et seq., or establishments having facilities for processing scrap metal.

- D. Litter means particles or items of trash, rubbish, wastepaper, or garbage lying or scattered about.
- E. Refuse means all items constituting garbage, litter, and rubbish.
- F. Rubbish means useless, rejected, or abandoned waste, waste matter, trash, junk, debris, and fragments of buildings, masonry or wood.

Section 1. Article 4, Supplementary Provisions Apply to Specific Districts, section 4.130 Litter, Refuse, Garbage, Junk and Debris Control Regulations be amended as follows:

4.130. Litter, Refuse, Garbage, Junk and Debris Control Regulations

- A. General Provisions: The following requirements shall apply to all zoning districts for the purpose of controlling the storage, placement, collection of junk, garbage, litter, refuse, rubbish or discarded material. These regulations are promulgate under authority of Tennessee Code Annotated 39-3-1010.
 - 1. No owner, occupant, or resident of any real property (land and/or building) shall permit or allow garbage, litter, rubbish, or refuse to accumulate upon or in such real property.
 - 2. The owner, occupant, or resident of real property, where refuse accumulates or has accumulated in violation of these regulations, shall take appropriate measures to gather up or otherwise collect and remove the refuse.
 - 3. Removal of the refuse in accordance with these regulations shall include the transfer of the refuse to an appropriate and lawful landfill or dump site, whether public or private.
 - 4. During or after the removal of refuse in accordance with these regulations, if it becomes necessary to store the refuse while it awaits transfer or further collection, the refuse shall be stored in a lawful manner consistent with the nature of the refuse that does not further endanger the inhabitants of the county. Temporary storage of such collected refuse shall be permitted; however, such refuse shall be removed within five (5) days.

5. If the building commissioner determines that a violation of these regulations exists, the commissioner shall provide notice to the owner of record of the property upon which the conditions creating the violation is located to remedy the condition immediately within 20 days. The notice shall be by personal service on the owner or by mailing by United States mail (certified, return receipt requested) to the owner of record at the last known address. If the whereabouts of such person(s) is unknown and the same cannot be ascertained by the building commissioner in the exercise of reasonable diligence, then the building commissioner shall serve notice by publishing the same in a newspaper of general circulation in the county once each week for three consecutive weeks. The above notices whether by mail or published in a newspaper, shall contain, but not be limited to the following items:

- a. A brief statement identifying these regulations.
- b. The person, office, address, and telephone number of the department or person giving notice.
- c. A cost estimate for remedying the noted conditions which shall be in conformity with standards of cost in the county.
- d. A brief statement informing the recipient of the notice that an appeal to the Loudon County Board of Zoning Appeals may be requested, said request to be received by the building commissioner in writing within 20 days of receipt of the notice to the owner or date of last publication of said notice. Appeals before the boards shall conform to section 7.070 of the zoning resolution.
- e. The place where the recipient of the notice can return a copy of the notice indicating a request for hearing.
- f. A brief description of the property including the property's location utilizing street address, if available, street name, and tax map and parcel numerical designations.

B. Failure to Comply

- 1. If a violation of these regulations is not remedied within twenty (20) days following personal service receipt of notice or completion of public notice within the newspaper, or if a hearing is not

requested as stated in A.5(d), or if such violation continues for twenty {20} days following a hearing before the board, wherein the decision of the building commissioner is sustained by the board, then the building commissioner shall commence the process to remedy the condition causing the violation by one of the following methods:

- a. By contracting with a private party for the job in accordance with any purchasing laws in effect; or
 - b. By reaching agreement with the chief administrative officer of the county highway department for that department to remedy the condition. If this option is used, the highway fund shall be reimbursed for the cost of the job from the general fund.
2. If the county remedies a condition causing a violation, the county shall file a certified and acknowledged copy of the Notice of Lien affecting the owners property with the county Register of Deeds after the work is completed. At the same time, the building commissioner shall send a statement by certified mail (return receipt requested) to the property owner, or if the whereabouts of the owner is unknown, publish a notice once in a newspaper of general circulation, itemizing the cost of remedying the condition causing the violation. If the owner fails to reimburse the county for the cost of removal {including publication and recording expenses} within sixty {60} days from the date of notification or publication, the monetary amount shown on the statement shall constitute a lien upon the property as of the date the notice is filed with the Register of Deeds.
3. The cost of all remedies effected by the building commissioner shall be defrayed from general fund appropriations for this purpose, but the general fund shall be reimbursed by the property owner in accordance with these regulations. Such lien shall be satisfied to the extent of the value of the consideration received at the time of any transfer of ownership of said property, and if the lien is not fully satisfied at the time of transfer, it shall remain a lien on the property until fully satisfied. If the property is not transferred within one year from the date notice is filed with the Register of Deeds, the property shall be sold by the county to satisfy the lien, following the procedure set by law for the satisfaction of other

liens. The lien shall remain in effect until the sale is completed or until all appeals have been heard.

C. Appeals

1. The property owner may request a hearing to the board as permitted in A. 5(d). Such hearing shall be held at the next meeting of the board of zoning appeals after the request is made unless a later date is agreed to by the owner. Failure to make the demand for a hearing within the time limit specified shall constitute a waiver of the right to a hearing. Following the hearing, the board may modify, dismiss, or confirm the notice. After the Notice of Lien is filed with the Register of Deeds, if such property owner is aggrieved by the amount of the lien filed, such owner may submit the matter to the chancery court for Loudon County to determine the appropriate amount of the lien. The decision of the court may be appealed according to the Tennessee Rules of Appellate Procedure.

D. Exceptions

No provision of these regulations shall be construed as applying to any business being operated pursuant to Tennessee Code Annotated, Section 68-31-101, et seq.

E. Other Proceedings

Any proceedings, other than those listed herein, also shall conform to the provisions of Tennessee Code Annotated, Section 39-3-1010.

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



County Executive

Court Clerk

AUGUST 7, 1989
Adopted

ELEVATOR FOR
LOUDON COUNTY COURTHOUSE
LOUDON, TENNESSEE

TABULATION OF BIDS

KAATZ, BINKLEY, AND JONES ARCHITECTS, INC.

JULY 31, 1989

BIDDER	Danco Inc. Knoxville, Tennessee	Thomas Builders Athens, Tennessee	D.J. & M. LaFollette, Tennessee
BASE BID	\$69,900.00	\$65,465.00	\$71,800.00
BID SECURITY	United States Fidelity Security Co.	Fred S. James Co.	Cincinnati Ins. Co.
ADDENDA RECEIPT			

Exp. Release H

67

To: AVLIS Task Force Participants

Enclosed is a proposed resolution in support of the AVLIS program. Please have this placed on the agenda of any local governing body, such as city councils, county commissions, or boards of director.

Once passed. please have the signed resolution forwarded to:

President George Bush
1600 Pennsylvania Ave.
Washington, D.C. 20500

Admiral James Watkins
Sec., Dept. of Energy
1000 Independence Ave, S.W.
Washington, D.C. 20585

Hon. Marilyn Lloyd
2266 Rayburn Bldg.
Washington, D.C. 20515

Hon. Jim Sasser
298 Russell Bldg.
Washington, D.C. 20515

Hon. Albert Gore, Jr.
393 Russell Bldg.
Washington, D.C. 20515

Hon. Ned McWherter
State Capitol
Nashville, TN 37219

Hon. David Coffey
Rm. 115, War Memorial Bldg.
Nashville, TN 37219

Hon. Randy McNally
Rm. 308, War Memorial Bldg.
Nashville, TN 37219

Hon. Tom Wheeler
Ste. 21, Legislative Plaza
Nashville, TN 37219

Hon. Anna Belle O'Brien
Ste. 9, Legislative Plaza
Nashville, TN 37219

Hon. Jim Henry
Rm. 103, War Memorial Bldg.
Nashville, TN 37219

Mr. Joe LaGrone
DOE-ORO
3022 Federal Bldg.
Oak Ridge. TN 37830

Plus, your local media

Exp. L. L. L.

68

43-89

WHEREAS, commercial development of AVLIS within the next decade is critical for continued competitiveness of the United States in the international uranium enrichment market; and,

WHEREAS, AVLIS uses cost-effective laser beams, which decreases the overall cost of U.S. uranium enrichment process and is considered safe to the environment, workers and the community; and,

THEREFORE, Be it resolved that this governing body does hereby support the development of the AVLIS project for the good of the country, and encourages the Department of Energy to consider seriously the Oak Ridge area as the future home of the project.
