

A Public Hearing was held at the Loudon County Courthouse on Monday, April 1, 1991, for the purpose of:  
(1) Rezoning on Martel Road, Map 18, Parcel 7.0 from A-2, Rural Residential to R-1, Suburban Residential  
(2) Rezoning on Old Highway 72, Map 54, Parcel 82.0 from A-2 Rural Residential to R-1, Suburban Residential.

There being no comment, the Public Hearing was adjourned.

Be it remembered that the Loudon County Legislative Body met in Regular Session on Monday, April 1, 1991 at 7:10 P.M. with the Chairman, J.J. Blair, presiding and the County Clerk, Riley D. Wampler was present, whereupon, Sheriff Tim Guider Opened Court, Led the Pledge of Allegiance to the Flag and presented Rev. Sam Lambert, who gave the Invocation.

The following Commissioners were present:

Bledsoe	Masingo	Maples
Blair	Twiggs	Park
Price	Willaims	Millsaps

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

It was moved by Commissioner Park and seconded by Commissioner Millsaps that a Resolution hereby bestow the Highest Honors upon those brave men and women who have served their country in the Gulf War and also the Veterans of the Vietnam Conflict be approved. The vote was unanimous and it is attached hereto as Resolution No. 10-91 Exhibit A.

Mr. Bary Baker spoke to the Commission concerning a Request from Sevier County Solid Waste Commission to bring refuse to our land fill on a temporary basis - about a four month use. After much discussion, it was moved by Commissioner Williams and seconded by Commissioner Maples that they do not at this time accept garbage from Sevier County. On Roll Call, the vote was 6 to 3 in favor of the motion, with Blair, Masingo and Park voting Nay.

It was moved by Commissioner Millsaps and seconded by Commissioner Park that a Resolution Exempting Matlock Bend Development, Inc., from payment provisions of contract concerning sale of land to Eastman Chemical Company in Matlock Bend be approved. On Roll Call, the vote was 7 to 2 in favor with Commissioner Blair and Twiggs voting Nay. The Resolution is attached hereto as Resolution No. 11-91 Exhibit B.

JIMMY MATLOCK  
APPOINTMENT  
CONFIRMED TO  
TRDA BOARD  
OF DIRECTORS

County Executive, George Miller, presented Jimmy Matlock to the County Commission with the recommendation that his appointment to the TRDA Board of Directors be confirmed. It was moved by Commissioner Park and seconded by Commissioner Price that he be approved. The vote was unanimous.

SCHOOL BOARD  
MEMBERS STILL  
IN SAME  
DISTRICT

A letter from Pat Ingram, Registrar-at-Large, Loudon County Election Commission concerning two school board members they thought had moved out of their district, came in the Election Commission Office and filled out a change of address from which is the same district. The change of address form is attached hereto as Exhibit C. The two School Board Members were David McCall and Paul H. Rogers.

LOUDON CO.  
SCHOOL  
SYSTEM

Mr. Hank McGhee presented an up to date report concerning information about the Loudon County School System which is attached hereto as Exhibit D.

BILL REYNOLDS  
SUE JULIAN &  
JIM BERRY  
APPROVED TO  
PURCHASE  
STATE SURPLUS  
PROPERTY

It was moved by Commissioner Park and seconded by Commissioner Twiggs that Bill Reynolds, Sue Julian and Jim Berry of the Adult Community Training Center be added to the list of those authorized to purchase State Surplus Property; (see Oct. 1990 Minutes for the Initial List/Resolution) be approved. The vote was unanimous and it is attached hereto as Exhibit E.

RESOLUTION  
EXEMPTING  
THE PROPOSED  
"NEW SHELTER"  
FROM  
PROPERTY TAX

Mr. Bill Reynolds spoke to the Commission concerning exempting the Proposed "New Shelter" from property tax. After much discussion and with the County Attorney's Clairfication of the matter, it was moved by Commissioner Twiggs and seconded by Commissioner Park that the Resolution approving Co-operative Agreement with Act III, Inc. making property tax exempt be approved. The vote was 8 for the Resolution with Commissioner Millsaps abstaining. The Resolution is attached hereto as Resolution No. 12-91 Exhibit F.

BUDGET  
COMMITTEE  
RECOMMEND-  
ATIONS  
APPROVED

Director of Accounts, Nancy Richesin presented to the Commission the following recommendations by the Budget Committee. It was moved by Commissioner Twiggs and seconded by Commissioner Park that the Recommendations be approved. On Roll Call the vote was unanimous and they are attached hereto as Exhibit G.

BUILDING  
INSPECTOR'S  
REPORT

Building Inspector, Doug Lawrence presented his report:

PERMITS -----31  
FEES ----- \$ 1,700.00

VALUE-----\$948,500.00  
TAXES -----\$ 6,640.00

PLANNING  
COMMISSION-  
ER'S  
REPORT  
REZONING  
MAP 18,  
PARCEL 7.0  
APPROVED

Pat Phillips presented the Planning Commission Report which is attached hereto as Exhibit H.

It was moved by Commissioner Twiggs and seconded by Commissioner Price that the Rezoning on Martel Road, Map 18, Parcel 7.0, from A-2 Rural to R-1, Suburban Residential (6th Legislative District) be approved. The vote was unanimous and the Resolution is attached hereto as Resolution No. 13-91 Exhibit I.

REZONING  
OF MAP 54,  
PARCEL 82.0  
APPROVED

It was moved by Commissioner Bledsoe and seconded by Commissioner Millsaps that the rezoning on Old Hwy 72, Map 54, Parcel 82.0 from A-2, Rural Residential to R-1, Suburban Residential (1st & 4th Legislative District) be approved. The vote was unanimous and the Resolution is attached hereto as Resolution No. 14-91 Exhibit J.

PURCHASING  
AGENT'S  
REPORT

Purchasing Agent, Rudy Clenney presented a most informative report which is attached hereto as Exhibit K.

NOTARIES  
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Park that the following Notaries be approved:

THOMAS J. COOK, KAREN W. HARRIS, STEPHEN G. LITTLETON,  
& CONNIE M. WILLIAMS.

The vote was unanimous.

There being no further business, Court adjourned at 8:25 P.M.

\_\_\_\_\_  
COUNTY EXECUTIVE

\_\_\_\_\_  
COUNTY CLERK



# RESOLUTION 10-91

WHEREAS, during August, 1990, in an act of unjustified aggression, the military forces of the nation of Iraq invaded the nation of Kuwait; and,

WHEREAS, the United States of America and other allied nations of the world have engaged the forces of Iraq in a military effort which has resulted in the freeing of the nation of Kuwait from the occupied forces of Iraq; and

WHEREAS, numerous residents of Loudon County, Tennessee, were a part of the military forces involved in the armed conflict which was waged in the Persian Gulf; and,

WHEREAS, the cease-fire now in effect in the Persian Gulf has indicated a victory for the allied forces and has resulted in the return of the former government officials to the nation of Kuwait and has made possible the safe return of many of the military personnel from our County who have served bravely and courageously during this conflict; and,

WHEREAS, at the conclusion of the Vietnam conflict numerous soldiers returned home to find the level of patriotism of the nation at a low, and the nation embroiled with conflict regarding the American involvement in the Vietnam conflict; and as a result returning servicemen were not given any recognition, praise, or honor for having served their Country courageously in the defense of freedom for the nation of Vietnam; and,

WHEREAS, although much has been done to honor the returning servicemen from the Gulf Conflict, many of our veterans from the Vietnam conflict served equally as valiantly and courageously, the citizenry and officials of this County want to express our pride and bestow honor on all those who have also served in the Vietnam conflict but have as yet received little public tribute.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County of Loudon County, Tennessee, that the citizenry and officials of Loudon County hereby bestow the highest honors upon these brave men and women who have served their County in the Gulf War for the past several months; and also bestow upon veterans of the Vietnam conflict belated praise and commendation for their service to their Country in recent years; and to honor all servicemen who have served in the Armed Forces of this Country, who by their valiant efforts have aided in the defense of democracy worldwide, and in so doing have proclaimed a resounding voice for freedom from oppression to the World.

THIS 1st day of March, 1991.

  
Lynn Millsaps, Co-Sponsor

  
Jerry Park, Co-Sponsor

LOUDON COUNTY COMMISSION

RESOLUTION NO. 11-91

RESOLUTION EXEMPTING MATLOCK BEND DEVELOPMENT, INC., FROM  
PAYMENT PROVISIONS OF CONTRACT CONCERNING SALE OF LAND TO  
EASTMAN CHEMICAL COMPANY IN MATLOCK BEND

WHEREAS, on March 13, 1989, the County Commission approved the entering of an agreement by Loudon County with Matlock Bend Development, Inc. (MBD, Inc.), a land developer, and subsequent to that resolution, a contract in final form was executed between the County and Matlock Bend Development, Inc.; and

WHEREAS, one of the provisions in the contract was that Matlock Bend Development, Inc. would pay to Loudon County for deposit into an escrow fund, a "per acre" or percentage amount of money upon the sale by MBD, Inc., of land directly or indirectly affected by the road and water line improvements made by Loudon County into the Matlock Bend area; and

WHEREAS, there were three industries with whom the developer already had initial contacts and which already had committed to purchase in the Matlock Bend area, and it was agreed that the sales of land to those industries were exempted from the payment schedule; and

WHEREAS, subsequently the County Executive, based on the intent of the original County Commission resolution, entered into a supplemental agreement, similar to the MBD, Inc. agreement, with another developer having significant land holdings in the area, to-wit, the FLIDCO/Matlock Bend partnership; and

WHEREAS, because at the time of the FLIDCO/Matlock Bend agreement that partnership was in the process of negotiating toward a sale of property to the Eastman Chemical Company and FLIDCO/Matlock Bend felt, similar to the exemptions in the Matlock Bend Development, Inc., agreement, that a future potential sale

Exhibit B

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to Eastman Chemical Company should be exempted from the FLIDCO/Matlock Bend agreement with Loudon County; and

WHEREAS, FLIDCO/Matlock Bend ultimately sold approximately 850 acres to the Eastman Chemical Company, and Matlock Bend Development, Inc., sold approximately 53 acres to that company; and

WHEREAS, under the MBD, Inc. agreement with the County, MBD, Inc. was to deposit at least Fifty Thousand Dollars (\$50,000.00) into an escrow account with the County, upon the sale of property in Matlock Bend (other than that exempted); and

WHEREAS, Matlock Bend Development, Inc., because of its cooperation in negotiating to sell the property for a minimum sales price, within the price range demanded by Eastman; and because none of the other property owners who sold property to Eastman Chemical Company have been required to pay into an escrow fund; and because so much of the Matlock Bend land already has been sold to a prominent company who plans the construction of a large project in the area, which when completed will involve substantial new property tax revenues to the County, probably in the neighborhood of One Million Dollars (\$1,000,000.00) annually; and, accordingly, and under the terms of the agreement, the escrow fund held by the County probably would never be used; and

WHEREAS, it is the consensus of the Loudon County Commission that under all the circumstances stated above, as well as other circumstances, it would be reasonable and fair to exempt the sale of property by Matlock Bend Development, Inc., to Eastman Chemical Company from the provisions of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled, on this the \_\_\_\_\_ day of April, 1991, that the motion adopted by the Commission at its last meeting, exempting the sale of property to Eastman Chemical



Company from the MBD, Inc. agreement, is hereby ratified and approved, and the request of Matlock Bend Development, Inc., is granted, the contract between Matlock Bend Development, Inc. and Loudon County being hereby so modified, and the County Executive is authorized to execute any papers requested by the Matlock Bend Development, Inc., so modifying said contract.

ATTEST:

\_\_\_\_\_  
COUNTY CHAIRMAN

APPROVED:

\_\_\_\_\_  
COUNTY CLERK

PREPARED BY:

\_\_\_\_\_  
COUNTY EXECUTIVE

\_\_\_\_\_  
COUNTY ATTORNEY

TO BE USED FOR CHANGING ADDRESSES  
CHANGE OF ADDRESS

DISTRICT: 3

PRECINCT: \_\_\_\_\_  
(for office use)

TO:

You are hereby requested to change my address on Permanent Registration Records

from Rt. 1 Box 611 Greenback, Tenn 37742 Bellview Church Rd  
(old address) (city)

to Rt. 1 Box 307 Greenback Tenn 37742 McTeer Rd  
(new address) (city)

Exact Location \_\_\_\_\_  
(nearest cross street if Route, or rural area)

Side of Road or Street on which house is located \_\_\_\_\_  
(north, south, east, or west)

Effective this 16 day of 3, 1991.

*for 3/16/91 pg 2*

Signed David C McCall

(If request includes husband or wife, list name: \_\_\_\_\_)

**DO NOT CHANGE A NAME WITH THIS FORM**—A name change requires filling out new registration forms (cards)

TO BE USED FOR CHANGING ADDRESSES  
CHANGE OF ADDRESS

*dpj*  
DISTRICT: 2

PRECINCT: 61  
(for office use)

TO:

You are hereby requested to change my address on Permanent Registration Records

from \_\_\_\_\_  
(old address) (city)

to 300 D St Apt. 14 L.C.  
(new address) (city)

Exact Location Mailing Address 302 Q St.  
(nearest cross street if route, or rural area)

Side of Road or Street on which house is located \_\_\_\_\_  
(north, south, east, or west)

Effective this 12 day of March, 1991.

Signed Paul H. Rogers

(If request includes spouse, spouse needs to sign here \_\_\_\_\_)

**Do Not Change A Name With This Form** — A name change requires filling out new registration forms (cards)  
SS-3007

*ex index C*

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## Information About Loudon County

The Loudon County School System, located in the heart of east Tennessee, is striving to provide a positive environment for students, staff, and parents, where learning is an enjoyable activity. This environment is being designed to educate and graduate individuals from a dynamic educational program which promotes academic excellence and encourages lifelong learning.

Systemwide education goals include evaluating and improving curriculum, instruction, and communication so all students are provided excellent opportunities for lifelong growth and development. Loudon County has targeted 1995 for achieving the accreditation of all schools and the school system by the Southern Association of Colleges and Schools.

Tennessee Basic Skills—reading and math—have been integrated into the curriculum and have been implemented in all K-8 schools. State curriculum frameworks and guides in all subject areas provide the foundation for teachers to make curriculum decisions.

Professionals have completed training in effective instructional models and classroom instruction reflects the implementation of these effective teaching strategies. Professional growth opportunities are ongoing and are based on needs. The system has initiated the state evaluation program for instructional

improvement at all levels. Teachers and administrators evaluated by the state for upper level career ladder status have been very successful. Students in the system consistently perform at or above the state and national averages on standardized evaluation instruments.

School system effectiveness necessitates communication among all facets of the school community. Parents, teachers, students, and administrators are involved through committee assignments, need assessments, and program evaluations to better assure active involvement of the total school community. Through parent volunteer groups, parent-teacher conferences, small group meetings, and media releases, improvements in communicating an educational message have resulted.

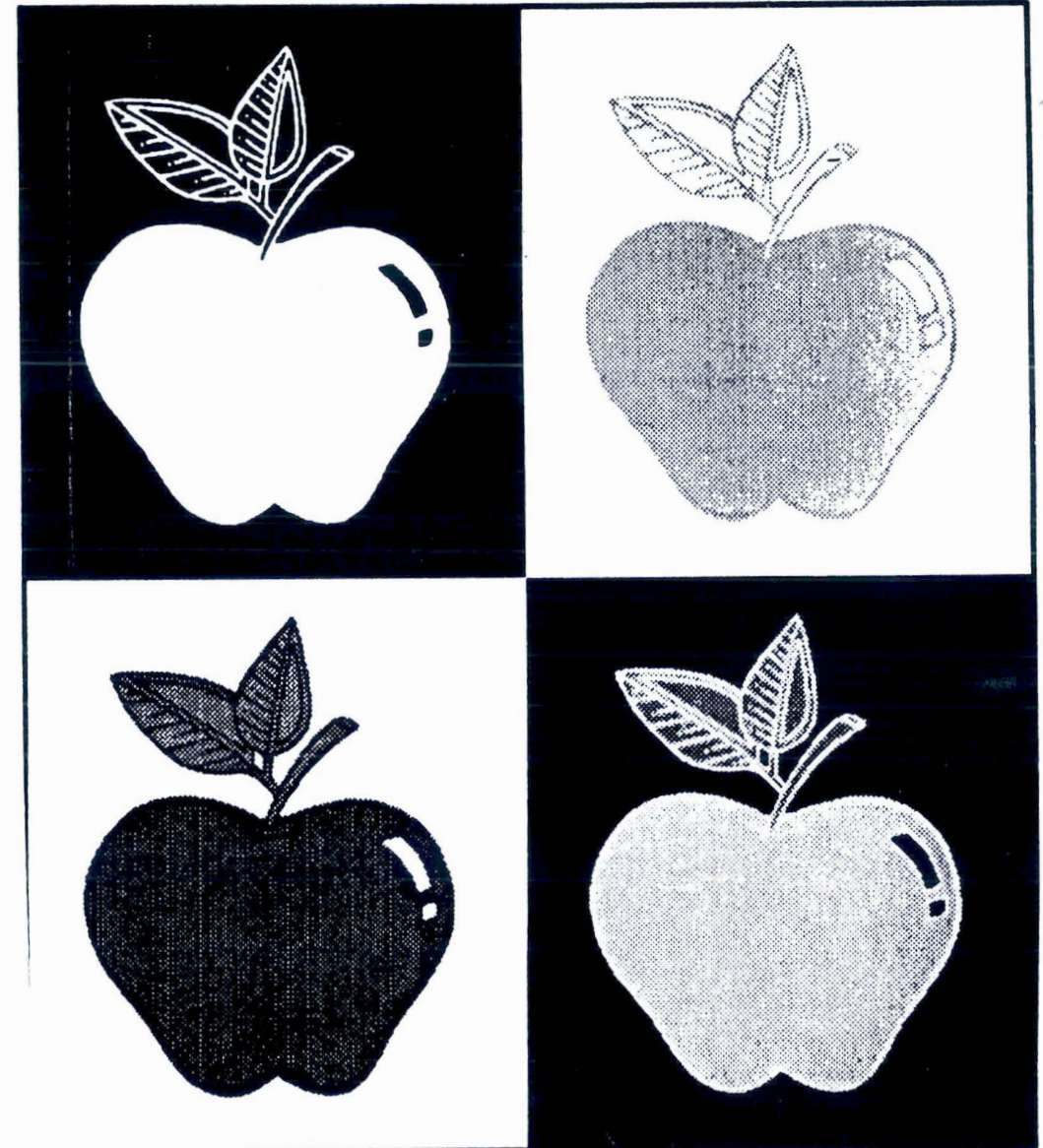
Synonymous with Loudon County School System is a vision for planned education growth. All personnel involved with the system recognize the potential which we have to offer in the areas of curriculum, instruction, and communication in order to reach our goals.

(This information was written by the local school system.)



Department of Education, January, 1991; Pub. Auth. No. 331651; 146,000 copies. This public document was promulgated at a cost of \$0.08 per copy distributed proportionately among the 139 school systems.

## COMMISSIONER'S REPORT CARD



Loudon County Schools

Report 295  
Exhibit A

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 Adult Community Training Center  
OFFICIAL: Bill Reynolds ADDRESS: P.O. Box 409  
TITLE: Executive Director Loudon, TN 37774-0409  
PURCHASE ORDERS ARE X ARE NOT \_\_\_\_\_ TELEPHONE: 986-6182 or 986-4624  
ISSUED BY ENTITY

AUTHORIZED PURCHASERS (Print or Type):

SIGNATURES:

Mr. Bill Reynolds, Director  
Ms. Sue Julian  
Jim Berry

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
Signature of Organization Official

Executive Director  
\_\_\_\_\_  
Title of Official

Term of office expires: August 31, 1994

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 Adult Community Training Center (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.

\_\_\_\_\_  
Signature of City or County Chief Executive

Term of office expires: August 31, 1994

ALL APPLICATIONS MUST BE NOTARIZED:

STATE OF TENNESSEE }  
COUNTY OF DeWitt }

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED, THIS THE  
22 DAY OF March, 1991.

Marcy Lusk NOTARY

MY COMMISSION EXPIRES: -1-9-95

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

Exp. Lusk &

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COOPERATION AGREEMENT  
(Private Not-for-Profit Owners)

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ (herein called the "Owner" and \_\_\_\_\_ 1/ herein called the "Local Governing Entity"), witnesseth:

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

1. Whenever used in this Agreement:

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

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

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

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

2. The Owner (a) has obtained or shall endeavor to obtain a loan made or insured by the Government for the financing of the following Project: \_\_\_\_\_

comprising \_\_\_\_\_ units of lower income housing, and (b) agreed to develop, own, and administer such Project which shall be located within the jurisdictional limits of the Local Governing Entity. The obligations of the parties hereto shall apply to such Project.

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

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

(2) The corporation has charter amendments that provide in substance that (a) the directors and officers shall serve without compensation, (b) the corporation is irrevocably dedicated to and operated exclusively for not-for-profit purposes, (c) no part of the income or assets of the corporation shall be distributed or inure to the benefit of any individual,



(d) In the event of dissolution of the corporation or other liquidation of its assets, the corporation's property shall not be conveyed to any individual for less than fair-market value of such property, and (e) all assets remaining after payment of the corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for not-for-profit purposes similar to those of the corporation.

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

b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) \_\_\_\_\_ percent (not to exceed ten (10%) percent) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Owner in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL.)

Local Governing Entity

BY

Attest:

(Title)

(Title)

(SEAL.)

Owner

BY

Attest:

(Title)

(Title)

LOUDON COUNTY COMMISSION

RESOLUTION NO. 12-91

RESOLUTION APPROVING COOPERATIVE AGREEMENT WITH  
ACT III, INC.  
MAKING PROPERTY TAX-EXEMPT

WHEREAS, Federal and State law authorize the making of a cooperative agreement between local governing bodies and with non-profit associations who provide lower income housing for elderly or handicapped persons as defined by the National Housing Acts, wherein certain conditions and restrictions are met; and

WHEREAS, Adult Community Training, Inc. (formerly the Loudon County Adult Activity Center) has arranged for the purchase of certain property located on the old Vonore Highway (State Highway 72) in or near the City of Loudon in Loudon County, Tennessee, the purchase of the property to be carried out by ACT III, Inc., a corporation established by Adult Community Training, Inc., as required by the Department of Housing and Urban Development which will provide the funds, ACT III, Inc., to be a Section 501(c)(3) organization as approved under the Internal Revenue Service regulations, the building involved having been planned to house approximately eight handicapped residents, but at no time to house more than twelve (12) persons; and

WHEREAS, under State and Federal laws, certain payments will be received by Adult Community Training, Inc., or ACT III, Inc., as a part of the operation of this particular handicapped housing project, and under certain circumstances the statute requires annual payments by the sponsoring or implementing organization in lieu of taxes, provided the governing or taxing body exempts the property used for this project from County real property taxes; and

WHEREAS, the statute requires that the governing body approve the in-lieu-of tax agreement under those circumstances; and

WHEREAS, this agreement continues so long as the owner of the property, in this case ACT III, Inc., remains a qualified

*E. J. Ketch 7*

*200*



not-for-profit corporation, and as long there is an unpaid balance outstanding on the loan, and as long as all other requirements of the laws and regulations are met; and

WHEREAS, a sample cooperative agreement has been provided for consideration by the legislative body of Loudon County, a copy of said form of agreement being attached to this resolution, it being the intention of the County Commission to enter into a cooperative agreement to assist Adult Community Training, Inc. and its project, realizing that a service to the handicapped people of Loudon County and their families, is being provided by Adult Community Training, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled, on this the 1st day of April, 1991, that Loudon County enter into the cooperative agreement in accordance with the copy attached hereto, it being specifically provided that the annual in-lieu-of tax to be paid by ACT III, Inc., be \$\_\_\_\_\_, and that the property to be purchased, on the Vonore Highway by the said ACT III, Inc., be exempted from real and personal property taxation in accordance with applicable law, and in accordance with the terms and conditions as provided in the said cooperative agreement.

BE IT FURTHER RESOLVED that the County Executive be authorized to enter into the agreement on behalf of Loudon County.

This the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
COUNTY CHAIRMAN

ATTEST:

APPROVED:

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY EXECUTIVE

PREPARED BY:

\_\_\_\_\_  
COUNTY ATTORNEY

THE BUDGET COMMITTEE MET ON MARCH 21, 1991--

The following recommendation is being presented  
for Commission's consideration and/or approval:

Issuing of a capital outlay note not to exceed  
\$300,000 - -

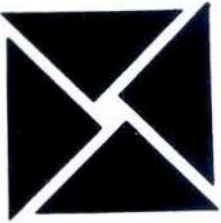
Demolition of "Old Eaton School"  
\$225,000

County Justice Center Roof  
\$ 17,000

EMT Building (Ambulance Building)  
\$ 45,000

*Exhibit L*

*302*



## Loudon County Regional Planning Commission

P.O. Box 48  
Loudon, Tennessee 37774

### MEMORANDUM

TO: County Executive George Miller, & Loudon  
County Commission

FROM: Patrick Phillips *P*

DATE: April 1, 1991

SUBJECT: General Report

The Loudon County Regional Planning Commission met on March 14, 1991 to discuss and consider the following:

- Recommended an amendment to the Zoning Resolution adopting a restricted residential district
- Recommended an amendment to the Zoning Resolution adopting landscaped standards
- Recommended an amendment to the Zoning Resolution adopting provisions for junk or abandoned vehicles
- Approved membership to the Loudon County Chamber of Commerce
- Reviewed Building Commissioner's Report

LCRPC

(615)458-4470

*Exp. Submit H*

*303*



RESOLUTION 13-91

RESOLUTION TO AMEND THE ZONING MAP OF  
LOUDON COUNTY, TENNESSEE PURSUANT TO  
CHAPTER FOUR, SECTION 13-7-105 TENNESSEE CODE  
ANNOTATED, TO REZONE MAP 18, PARCEL 7.0, FROM A-  
2, RURAL RESIDENTIAL TO R-1, SUBURBAN  
RESIDENTIAL

WHEREAS, the Loudon County Commission in accordance with Chapter Four, Section 13-7-105 of the 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 resolution, and

WHEREAS, the Regional Planning Commission has forwarded its recommendations regarding the amendment to 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 Tax Map 18, Parcel 7.0, said property located on Martel Road in the 6th Legislative District be re-zoned from A-2, Rural Residential to R-1, Suburban Residential.

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

DATE: March 4, 1991

\_\_\_\_\_  
County Executive

ATTEST: \_\_\_\_\_

*Eq. Clerk J*

*204*

RESOLUTION 14-91

RESOLUTION TO AMEND THE ZONING MAP OF  
LOUDON COUNTY, TENNESSEE PURSUANT TO  
CHAPTER FOUR, SECTION 13-7-105 TENNESSEE CODE  
ANNOTATED, TO REZONE MAP 54, PARCEL 82.0, FROM  
A-2, RURAL RESIDENTIAL AND C-1, RURAL CENTER TO,  
R-1, SUBURBAN RESIDENTIAL

WHEREAS, the Loudon County Commission in accordance with Chapter Four, Section 13-7-105 of the 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 resolution, and

WHEREAS, the Regional Planning Commission has forwarded its recommendations regarding the amendment to 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 Tax Map 54, Parcel 82.0, said property located on Old Hwy. 72 in the 1st. & 4th. Legislative District be re-zoned from A-2, Rural Residential and C-1, Rural Center to R-1, Suburban Residential.

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

DATE: March 4, 1991

\_\_\_\_\_  
County Executive

ATTEST: \_\_\_\_\_

*Exhibit J*

305

*Rudy Cleary*

JAIL ADDITION COST SUMMARY

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
I.	ORIGINAL CONTRACT	\$622,370.00
II.	CHANGE ORDER I CONVERT HEAT SYSTEM MODIFY FOOTINGS MODIFY SEWER TOWER DELAY RELOCATE REFRIGERANT LINES	\$ 19,281.00
III.	CHANGE ORDER II ADDITIONAL UNDERCUT AND BACKFILL CAUSED BY LEAKING SEWER PIPE ADD NEW DOOR & FRAME STAIRWELL REVISION ROOF OVER OUTSIDE STAIRWELL	\$ 9,366.00
CURRENT CONTRACT TOTAL INCLUDING CHANGE ORDERS I AND II		\$651,017.00

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PROPOSED CHANGES AND ADDITIONS

I.	CONCRETE STEPS & SIDEWALK TO SOUTH DOOR	\$ 1,680.00
II.	BRICK FOR EXERCISE YARD WALLS	\$ 6,451.00
	A. EAST WALL	\$1522.00
	B. WEST WALL	\$1522.00
	C. NORTH WALL	\$3407.00
III.	DELETE ACCOUSTICAL CEILINGS	CREDIT \$ (213.00)
IV.	ADD FURNITURE (OFFICE, CELLS, LAW LIBRARY)	\$10,181.00
V.	PADDED CELL (RIGID SPECS REQUIRED BY LAW)	\$25,398.00
VI.	HVAC FIRE DAMPERS	\$ 608.00
VII.	SALLYPORT WITH BLOCK/BRICK (ROUGH ESTIMATE)	\$43,000.00
VIII.	MOVE DOOR @ FEMALE IN EXISTING JAIL PLUMBING ACCESS DOOR SIX STOOLS @ VISITORS' AREA	\$ 2,025.00
IX.	FOOD PASS THROUGH TRAYS INTO FELONY	\$ 556.00
TOTAL OF PROPOSED CHANGED AND ADDITIONS		\$89,686.00
CONTRACT TOTAL (INCLUDING PROPOSED CHANGES AND ADDITIONS)		\$740,703.00

*Eggleston K*

*306*