

Be it remembered that the Loudon County Legislative Body met in regular session on Monday, June 3, 1991 at 7:00 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 also gave the Invocation.

The following Commissioners were present:

Bledsoe	Price	Park
Blair	Maples	Twiggs
Millsaps	Masingo	Williams

MINUTES
APPROVED

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

REAPPOINTMENT
COMMITTEE
APPOINTED

It was moved by Commissioner Twiggs and seconded by Commissioner Williams that the Reappointment Committee appointed by Chairman J.J. Blair be approved. The vote was unanimous. The Committee being: Roy Bledsoe, Jerry Masingo, Mary Jim Williams, Jim Price, and Commissioner Twiggs (one from each district) with Commissioner Williams to be Chairman (It was moved by Price and seconded by Williams that they be paid like the Purchasing Committee. The vote was unanimous.)

RESOLUTION
REQUESTING
STATE TO
LEASE OR
DONATE
LAND FOR
FARMER'S
MARKET

It was moved by Commissioner Williams and seconded by Commissioner Twiggs that a Resolution Requesting the State of Tennessee to donate or Lease Land for a Farmer's Market be approved. The vote was 8 in favor with Commissioner Park abstaining. The Resolution is attached hereto as Resolution No. 19-91 Exhibit H.

RESOLUTION
HONORING
CHRISTA
DEARMOND
FOR
NATIONAL
ACHIEVEMENT
AWARD

Commissioner Maples read a Resolution Honoring Christa OeArmond, National Youth Achievement Award Winner, whereas she has earned National recognition by winning the Epilepsy Foundation of America's Youth Achievement Award and whereas Christa's artwork documented **extraordinary accomplishments** and she serves as an outstanding example to the young people of this community. Be it further resolved that a copy of the Resolution be spread upon the Official Minutes of the County Commission, a copy given to Lenoir City High School and to Christa OeArmond, in recognition of her outstanding achievements. The Resolution is attached hereto as Resolution No. 20-91 Exhibit B.

BIVENS DR.
CHANGES TO
ROBINSON
CIRCLE

It was moved by Commissioner Price and seconded by Commissioner Maples that the Bivens Drive Road be changed to Robinson Circle (2nd District). The vote was unanimous.

HINES VALLEY
ROAD CHANGED
TO HINES
VALLEY SOUTH

It was moved by Commissioner Park and seconded by Commissioner Williams that Hines Valley Road be changed to Hines Valley South. The vote was unanimous.

APPLICATION
FOR A LITTER
& TRASH
COLLECTING
GRANT
APPROVED

It was moved by Commissioner Maples and seconded by Commissioner Williams that a Resolution presented by County Executive, George Miller authorizing the application for a Litter & Trash Collecting Grant from the Tennessee Department of Transportation and Authorizing the Acceptance of the Grant be approved. The vote was unanimous and it is attached hereto as Resolution No.

21-91 Exhibit C.

MRS. DIXIE
MILLER &
JOE DRAKE
APPOINTED TO
LOUDON COUNTY
LIBRARY
BOARD

It was moved by Commissioner Twigg and seconded by Commissioner Price that the reappointment of Mrs. Dixie Miller and new appointment of Mr. Joe Drake, to replace Mrs. Carrie Newman's place on the Loudon County Library Board be approved. Both will serve a 3 year term expiring June 30, 1994. The vote was unanimous.

STEVE HURST
REAPPOINTED
TO TASS
BOARD TERM
EXPIRES
6-30-94

It was moved by Commissioner Price and seconded by Commissioner Masingo that the reappointment of Mr. Steve Hurst to the TASS Board of Public Utilities be approved. The vote was unanimous. Mr. Hurst's term will expire June 30, 1994.

RESOLUTION
SUPPORTING
THE DOE
NUCLEAR
WEAPONS
COMPLEX
RECONFIGU-
RATION SIGHT
IN OAK RIDGE

It was moved by Commissioner Williams and seconded by Commissioner Park that the consideration of a Resolution supporting the DOE Nuclear Weapons Complex Reconfiguration Sight on the Oak Ridge Reservation be approved. The vote was 8 to 1 with Commissioner Twiggs voting Nay. Resolution 22-91 Exhibit C.

BUDGET
AMENDMENTS
APPROVE

Director of Accounts, Nancy Richesin presented the Budget Amendments. It was moved by Commissioner Park and seconded by Commissioner Twiggs that the amendments be approved. The vote was 8 to 1 with Commissioner Twiggs voting Nay. It is attached hereto as Exhibit 6.

BUILDING
INSPECTOR'S
REPORT

Building Inspector, Doug Lawrence presented the Building Inspector's Report:
Permits-----52 Value-----\$5,449,400.00
Fees---\$4,055.00 TAXES-----\$50,000.00

REZONING
PARCELS OF
TAX MAP 35
FROM A-1
AGRICULTURE
FORESTRY TO
M-1 GENERAL
INDUSTRIAL
APPROVED

Planning Commissioner, Pat Phillips, presented the General Report.

It was moved by Commissioner Millsaps and seconded by Commissioner Bledsoe that a Resolution Rezoning on Matlock Bend Road, and Lake Drive, Tax Map 35, Parcels 13.0, 14.0, 15.0, 16.0, 35.0, 7.0, 60.0, 60.01 from A-1 Agriculture Forestry to M-1, General Industrial (1st & 4th Legislative District) be approved. The vote was unanimous and it is attached hereto as Resolution No. 23-91 Exhibit 7.

It was moved by Commissioner Millsaps and seconded by Commissioner Maples that an Amendment to the Zoning Resolution of Loudon County Tennessee Article 5, Section 5.040 Specific District Regulations Adding Section 5.048 R-E, Single Family Exclusive Overlay District NOT CHANGE. The vote was 8 to 1 with Commissioner Twiggs voting Nay.

ROBINSON RD
CHANGED TO
POPULAR
SPRINGS
BLAIR BEND
ROAD

It was moved by Commissioner Bledsoe and seconded by Commissioner Millsaps that the Robinson Road be changed to Poplar Springs Blair Bend Road (1st to 4th District). The vote was unanimous.

ENTERPRISE
WASTE OIL
CO. & WAYMAN
B. PRITCHARD

Concerning Enterprise Waste Oil Company and Wayman B. Pritchard, Attorney Sproul reported that the reply brief from Loudon County had been filed with the United States Supreme Court in opposition to the Petition for Certiorari filed by Enterprise Waste Oil Co. and Wayman B. Pritchard. He stated it should be several weeks before there is a decision as to whether or not the Supreme Court will accept the Petition and allow an assignment of errors and brief to be filed.

CABLE TV
COMMITTEE
REPORT

Cable TV Committee Report:
Attorney Sproul reported that the County Cable Television Committee had met with the Lenoir City Cable Television Committee and had reached an agreement as to most issues which should be considered as a part of the proposal to be rendered to Cook Cablevision as a part of a new franchise agreement. He further stated that he had been informed by Jerry Parker of Cooke Cablevision that Cooke had reached an agreement with a proposed purchaser, Intermedia Associated, and there now may be a question as to whether or not the County should negotiate with the new company rather than continuing with Cooke, and that a decision would be made within the next ten days concerning this.

COURT
MEETINGS
APPROVED

A roll call meeting will be held on June 24, 1991. It was moved by Commissioner Williams and seconded by Commissioner Twiggs that the July Meeting will be the second Monday in July. The vote was unanimous.

DISNEY RD
CHANGED TO
KIMBRELL RD

It was moved by Commissioner Masingo and seconded by Commissioner Park that the Disney Road in the (3rd District) be changed to Kimbrell Rd. The vote was unanimous.

NOTARIES
APPROVED

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

Debbie S. Adcox, Sandra Robinson, and Tammy R. Boone.

The vote was unanimous.

There being no further business, Court adjourned at 8:05 P.M.

County Executive

County Court Clerk

LOUDON COUNTY COMMISSION

RESOLUTION NO. 19-91

RESOLUTION REQUESTING STATE OF TENNESSEE TO
DONATE OR LEASE LAND FOR A FARMER'S MARKET

WHEREAS, there is not a location in Loudon County wherein small independent farmers have a recognized place to display and sell their produce; and

WHEREAS, the same is also true in reference to older, disabled, retired persons who need to have an inexpensive but visible place to trade and sell "flea market"-type items; and

WHEREAS, the Loudon County Commission feels that the site located approximately one-half (1/2) mile northeast of the Loudon Bridge on U. S. 11 on the old (and now unused portion) of U. S. 11 is suitable for this and would be a convenient place to meet the above objectives;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission in regular session assembled on this 3rd day of June, 1991, that the County Executive contact the State of Tennessee to explore the possibilities of the State giving a license or a low-cost lease to the County for the purpose of utilizing the space as a farmer's market as described in this Resolution, and to report back to the County Commission at its July meeting.

This the 3rd day of June, 1991.


COUNTY CHAIRMAN

APPROVED:


COUNTY EXECUTIVE

ATTEST:


COUNTY CLERK

Exhibit A



Loudon County
Tennessee

Resolution 20-91

HONORING CHRISTA DEARMOND, NATIONAL YOUTH ACHIEVEMENT AWARD WINNER

WHEREAS, Christa DeArmond has shown herself to be a person of dedication and high moral character; and

WHEREAS, Christa has repeatedly demonstrated her desire to achieve, and to improve on her own abilities, through competition; and

WHEREAS, she has earned national recognition by winning the Epilepsy Foundation of America's Youth Achievement Award; and

WHEREAS, Christa's artwork documented "extraordinary accomplishment";

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission in regular session assembled on this 3rd day of June, 1991, that we extend our congratulations to Christa. She serves as an outstanding example to the young people of this community.

BE IT FURTHER RESOLVED that a copy of the Resolution be spread upon the official minutes of County Commission, a copy given to Lenoir City High School, and to Christa DeArmond, in recognition of her outstanding achievements.

J. J. Blair
CHAIRMAN

George M. Miller
COUNTY EXECUTIVE

ATTEST:

R. D. O'Wan
COURT CLERK

Exhibit B

RESOLUTION NO. 21-91

RESOLUTION AUTHORIZING THE APPLICATION FOR A
LITTER AND TRASH COLLECTING GRANT AND EXECUTION
OF CONTRACTS OR OTHER NECESSARY DOCUMENTS

Resolution authorizing submission of an application for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation and authorizing the acceptance of the said Grant.

WHEREAS, the County of Loudon intends to apply for the aforementioned grant, from the Tennessee Department of Transportation; and

WHEREAS, the contract for the grant will impose certain legal obligations upon the County of Loudon.

NOW, THEREFORE, BE IT RESOLVED:

1. That George M. Miller, County Executive, is authorized to apply on behalf of Loudon County, for a litter and trash collecting grant from the Tennessee Department of Transportation.
2. That should application be approved by the Tennessee Department of Transportation, then George M. Miller, County Executive, is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the litter and trash collecting grant by Loudon County.


COUNTY EXECUTIVE

ATTEST:


COURT CLERK

DATE: June 3, 1991

Project No. 53-500-4058-04

CONTRACT

BETWEEN

THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND
LOUDON COUNTY

THIS AGREEMENT is 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

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. The County agrees that not more than ten percent (10%) of the funds provided for herein shall be expended for the purpose of advertising or promoting the program, and no

part of such funds shall be used to purchase supplies, materials, or equipment displaying the name or likeness of the administrator of the program, or of any other individual.

4. 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. The County may require such labor pursuant to the provisions of T.C.A., Section 41-2-149.

5. 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 \$22,594.00.

6. The term of this contract shall be from date of execution to June 30, 1992.

7. The County agrees to provide monthly invoices reflecting actual costs incurred subject to the cost limitation set forth in Provision No. 5. 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 37243-0333, within ten (10) days following the end of each month.

8. 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.

9. The County agrees to comply with applicable requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways.

10. The County agrees to require persons working on or adjacent to the highway right-of-way to wear safety colored vests.

11. The County agrees to use competitive bidding procedures in the procurement of goods, materials, supplies, equipment or services.

12. The County agrees to be responsible for the accountability, management, and inventory of all property acquired in whole or in part with funds provided hereunder.

13. The performance and effectiveness of the County in accomplishing the work shall be subject to quarterly review by Department officials.

14. If the County fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of its terms, the Department shall have the right to immediately terminate this Agreement and shall have no further obligation for payment in excess of fair reimbursement as compensation for work completed.

15. This Agreement may be modified only by written amendment executed by all parties hereto.

16. No person on the ground of handicap, race, color, religion, sex or natural origin, will be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of 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.

17. 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.

18. 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.

19. 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.

20. 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 3rd day of June, 1992.

LOUDON COUNTY

BY: 
TITLE: County Executive

Certified as the legal obligation of the County

BY: County Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: JIMMY M. EVANS
Commissioner

APPROVED

BY: 
Henry K. Buckner, Jr.
Department Attorney



Loudon County
Tennessee

Resolution 22-91

SUPPORTING THE DOE NUCLEAR WEAPONS COMPLEX RECONFIGURATION SITE ON THE OAK RIDGE RESERVATION

WHEREAS, the United States Department of Energy (DOE) is considering sites for possible relocation of activities now conducted at the Rocky Flats Plant, Golden, Colorado; and

WHEREAS, DOE is also considering the feasibility of merging nuclear weapons complex activities now conducted at the Y-12 Plant, Oak Ridge, Tennessee, and/or the Pantex Plant, Amarillo, Texas, at the same site considered for the relocation of the Rocky Flats activities, to be known as the Nuclear Weapons Complex Reconfiguration Site; and

WHEREAS, The Department of Energy presently owns and maintains a reservation within Oak Ridge containing approximately 35,200 acres; and

WHEREAS, The Department of Energy facilities in Oak Ridge have been utilized for almost 50 years for nuclear weapons production and other related activities, which activities have been accepted and supported by the citizens of East Tennessee; and

WHEREAS, East Tennessee is accustomed to and familiar with the type of operations that would be involved in the Nuclear Weapons Complex Reconfiguration Site; and

WHEREAS, East Tennessee has a trained and knowledgeable work force for such an activity; and

WHEREAS, East Tennessee and the Department of Energy have had a successful and beneficial relationship over these many years, providing excellent support toward the Nuclear Defense Policy of the United States;

NOW, THEREFORE, BE IT RESOLVED that the Loudon County Legislative Body hereby expresses its support and urges the location of the Department of Energy's Nuclear Weapons Complex Reconfiguration Site on the Oak Ridge Reservation.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to Congressman John J. Duncan, Senator Jim Sasser and Senator Albert Gore.

Adopted this 3rd day of June, 1991, by the Loudon County Commission,
Loudon County, Tennessee.



CHAIRMAN


COUNTY EXECUTIVE

ATTESTED:



COURT CLERK

Exp. L. L. D.

RESOLUTION 23-91

RESOLUTION TO AMEND THE ZONING MAP OF
LOUDON COUNTY, TENNESSEE PURSUANT TO
CHAPTER FOUR, SECTION 13-7-105 TENNESSEE CODE
ANNOTATED, TO REZONE MAP 35, PARCELS 13.0, 14.0,
15.0, 16.0, 35.0, 7.0, 60.0 & 60.02, FROM A-1, AGRICULTURE
FORESTRY TO M-1, GENERAL INDUSTRIAL

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 35, Parcels 13.0, 14.0, 15.0, 16.0, 35.0, 7.0, 60.0 & 60.02, said property located on Matlock Bend Rd. & Lake Drive in the 1st & 4th Legislative District be rezoned from A-1, Agriculture Forestry to M-1, General Industrial

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

DATE: May 6, 1991

County Executive

ATTEST: _____

Exhibit 9

LOUDON COUNTY HIGHWAY DEPARTMENT

BUDGET AMENDMENTS

May 23, 1991

ACCOUNT NO:131 -

		<u>DR.</u>	<u>CR.</u>
44170	Refunds	500.00	
61000 355	Travel		500.00
62000 404	Asphalt - Hot Mix	4,200.00	
62000 143	Operators		4,200.00
62000 404	Asphalt - Hot Mix	14,000.00	
62000 147	Truck Drivers		14,000.00
44170	Refunds	1,000.00	
62000 399	Other Contracted Services		1,000.00
44170	Refunds	800.00	
62000 443	Road Signs		800.00
44170	Refunds	870.00	
65000 506	Liability Insurance		870.00

ACCOUNT NO:131-SUBFUND:181

		<u>DR.</u>	<u>CR.</u>
66000 204	State Retirement	1,000.00	
66000 205	Employee Insurance		1,000.00


 Don Palmer
 Road Commissioner

PASSED BY BUDGET COMMITTEE 5/25/91

VOTE: 3 Yea; 1 Nay; 1 Abstain

Exhibit E