

JUNE 18, 1974

The Loudon County Quarterly Court met in an adjourned session on June 18, 1974, at 7:00 P. M. with the Honorable Harvey L. Sproul, County Judge, presiding. Mrs. Addie Ruth Clarke, Deputy Clerk, was present. Deputy Sheriff Kenneth Brown opened Court.

PUBLIC HEARING
ON 1974-75
PROPOSED BUDGET

Judge Sproul announced that the first matter of business was the holding of the Public Hearing on the County Budget for the fiscal year 1974-75 as proposed by the Budget Committee. After an explanation of the Budget process, the County Judge noted that there were a substantial number of citizens present but that none had questions or comments concerning the Budget and declared that the Public Hearing on the Budget was closed.

ROLL CALL

Upon roll-call the following Squires were present: J. J. Blair, Roy Bledsoe, James M. Hartsook, I. D. Conner, R. P. Hamilton, Curtis A. Williams, J. G. Hudson, Boyd Duckworth, and Henry C. Foster.

OPEN DISCUSSION

Under the Open Discussion segment of the meeting, several persons were present representing building contractors and suppliers in reference to the item on the agenda concerning the lifting of the suspension of the enforcement of the Loudon County Building Code. After considerable discussion wherein it was indicated by the contractors and suppliers that they felt that the Code was not needed, that it would be too difficult to enforce, and that it would make housing more expensive, wherein persons who felt that the Building Code should be enforced indicated that it was expensive not to have a Building Code for those people who got improperly constructed buildings, that if the builders as they said basically were complying with the Building Code anyway then there should be no objection to it from them, that some of the items which were claimed would raise the cost of building could be eliminated from the Code by amendment, and that the Building Code would be possibly an important tool in dealing with much of the new development that was going on and expected to increase in Loudon County, including the Timberlake Development and the possibility of additional development as a result of the EXXON Plant. It was then moved by Squire Blair, seconded by Squire Duckworth, that the suspension of the enforcement of the Building Code be extended for at least an additional six months with the matter to be brought before the Quarterly Court again upon further recommendation of the Loudon County Regional Planning Commission, which motion passed unanimously on a roll-call vote, the item being taken out of the usual order on the agenda by agreement.

PARRIS DRIVE
CONTROVERSY

Several residents and landowners from the Parris Drive area were present at which time extensive discussion was carried out concerning the pros and cons of reopening the portion of Old Parris Drive that had been closed up to the J.W. Wilburn, Jr. property line, it being the position of Mr. Wilburn inasmuch as there was a dispute between him and the Parris family as to the location of the property line, that

it is the County's responsibility to determine the line. After some expressions that this appeared to be a private matter and not a matter for consideration by the Quarterly Court, upon the statement by the Chair that the Chair would entertain a motion as to action to be taken in the matter, and there being no such motion, the Chair then closed further discussion on that item.

It was explained by Squire Blair that the people in the Prospect Road community had got right-of-ways all signed with the exception of one property owner, Elkins, who had property running along the road for approximately .16 of a mile. Several members of the community were present urging the Quarterly Court to authorize necessary condemnation of this one piece of property in order that the Road Commission would agree to pave the road. It was then moved by Squire Blair, seconded by Squire Bledsoe, and unanimously approved on a roll-call vote that Loudon County take the necessary steps by condemnation, if necessary, to condemn the property of Elkins for the distance of approximately .16 of a mile through his property on the Prospect Road so as to give the County a right-of-way 25 feet on either side of the center line of the Prospect Road through the Elkins' property, if no agreement can be reached with Mr. Elkins.

PROSPECT RD.
CONDEMNATION OF
ELKINS' PROP.
AUTH.

It was moved by Squire Blair, seconded by Squire Williams, and unanimously approved on a roll-call vote that Resolution No. 17-74, attached to these minutes as Exhibit A, adopting a modified program under the State Enabling Legislation concerning the Occupational Safety and Health Program, be adopted by Loudon County, with Ted Randolph, the Civil Defense Director, to be named as the Safety Inspector, the heading of said Resolution being as follows (a copy of the program is being attached to these minutes as Exhibit B):

OSHA ADOPTED

*Amendment to
Resolution 12-75
Page 31 Book 17*

RESOLUTION TO ESTABLISH OCCUPATIONAL SAFETY AND HEALTH PROGRAM, DIVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM.

Judge Sproul explained that the joint water system between Monroe County and Loudon County which both Counties had been working on for almost eight years, and which the two County Boards of Public Utilities, acting through the joint agency Tellico Area Services System, had gotten to the place where each County was being asked to back up revenue deficiency bonds in the sum of \$350,000 each, and that a loan through the Farmers Home Administration, currently at the rate of 5%, could be worked out and had been agreed to by FHA. It was explained that grants of \$500,000 each from HUD, approximately \$200,000 each from ARC, and a water tap fee of \$500,000 from TVA had already been secured, and that revenues from the system in all probability would pay the loan to Farmers Home Administration, but that the loan had to be backed by the Counties involved. It was moved then by Squire Conner, seconded by Squire Hudson, and unanimously approved on a roll-call vote that Resolution No. 17-74, attached to these minutes as Exhibit C, be adopted by the Court, the heading of said Resolution being as follows:

TASS -- REVENUE
DEFICIENCY
BONDS APPROVED
(FHA)

"RESOLUTION BY THE QUARTERLY COUNTY COURT FOR LOUDON COUNTY, TENNESSEE, APPROVING BOND ISSUE FOR TELLICO AREA SERVICES SYSTEM"

HEALTH DEPT.
RECEIVING OF
SAVINGS FROM
STATE OFFICE
APPROVED

It was moved by Squire Conner, seconded by Squire Williams, and unanimously approved on a roll-call vote, that Resolution No. 19-74, attached to these minutes as Exhibit A, concerning the receiving of County savings now in the hands of State Health Department be adopted by the Court, the heading of said Resolution being as follows:

RE: PRIOR YEAR SAVINGS AND UNENCUMBERED
AND UNEXPENDED BALANCES, AND CURRENT
YEAR REVENUES

MEETING DATE
FOR JULY CHANGED

It was moved by Squire Blair, seconded by Squire Hartsook, and unanimously approved on a roll-call vote, that the regular meeting of the Loudon County Quarterly Court set for July 1, 1974, be reset for Monday, July 15, 1974, at 9:00 A. M.

AMBULANCE GRANT
APPLICATION
APPROVED

It was moved by Squire Conner, seconded by Squire Hartsook, and unanimously approved on a roll-call vote, that the County Judge be authorized to apply for two ambulances under the State grant program, it being understood that the County would be responsible for 1/4 of the cost if the grant is approved.

SHAW FERRY RD.
CITGO QUIT CLAIM
DEED APPROVED

It was moved by Squire Duckworth, seconded by Squire Blair, and unanimously approved on a roll-call vote, that Loudon County give a quitclaim deed to the CITGO Corporation, concerning any right-of-way the County might have had on the Old Shaw Ferry Road right-of-way at the Interstate where it intersects with New State 95 just at its intersection with Interstate 75 on the Pleasant Hill quadrant of the interchange it being explained that the County had "closed" the road some time before at the request of the Garner heirs, but that CITGO was requesting a quit claim deed.

TELLICO RESERVOIR
ROAD REPLACEMENT
CONTRACT APPROVED

Judge Sproul explained that the TVA had redrawn the proposed Tellico Dam Reservoir road replacement contract in accordance with the last discussion that the County had had with them, and had agreed to pave the east bank "parkway" with a hot mix preparation which was the last item of controversy on the contract standing between the County and TVA. It was then moved by Squire Hamilton, seconded by Squire Hudson-gal, that Resolution No. 20-74, attached to these minutes as Exhibit E, approving and adopting the contract with TVA, the executed contract to be attached to these minutes as Exhibit F, be adopted, the heading of said Resolution being as follows:

"RESOLUTION OF COUNTY COURT OF
LOUDON COUNTY, TENNESSEE"

HIGHWAY 95
PROJECT AT BLOUNT
COUNTY LINE
APPROVED

It was moved by Squire Blair, seconded by Squire Hamilton, and unanimously approved that Resolution No. 21-74, attached to these minutes as Exhibit H, accepting the State Highway Department's proposal on State 95 Project RF-092-1 (4), the heading of said Resolution being as follows:

"RESOLUTION APPROVING PROPOSAL OF STATE DEPARTMENT
OF TRANSPORTATION FOR COMPLETION OF SHORT SEGMENT
OF NEW STATE HIGHWAY 95 (PROJECT # RF-092-1(4) SR 95)

DCPA GRANT
ON JUSTICE CENTER

It was moved by Squire Hartsook, seconded by Squire Blair, at the suggestion of Judge Sproul, that the County be authorized to enter into a grant agreement with the Defense Civil Preparedness Agency if the contract is approved and ready for execution by the County prior to the next meeting of the Quarterly Court, which motion passed unanimously on a roll-call vote.

LTVEC - AMENDMENT
TO CONTRACT
APPROVED

Judge Sproul explained that the amendment to the Contract for the Little Tennessee Valley Educational Co-operative which amendment provided that the Superintendents of the various school systems would be automatically ex officio members of the Board of the Co-op had now been approved by all three Counties, and that it be spread of record on the minutes of the Loudon County Quarterly Court.

HOSPITAL REPORT

Squire Conner made the Hospital Report which included an explanation that the Hospital Board had voted to provide a local grant loan to two students, Buddy Guider and Van Helms which could amount to as much as \$40,000 and which could be repaid by the students coming back to Loudon County to practice, but if they did not then they would owe the Hospital the money plus interest to be paid back at a reasonable amount according to the contract.

BUDGET AMENDMENTS
APPROVED

It was moved by Squire Conner, seconded by Squire Hudson, and unanimously approved on a roll-call vote that the budget amendments dated June 18, 1974, be approved and adopted, a copy of said budget amendments being attached to these minutes as Exhibit X.

NOTARY PUBLICS
ELECTED

It was moved by Squire Hartsook, seconded by Squire Foster, and unanimously approved on a roll-call vote that the following persons be elected Notary Publics for Loudon County: Ray E. Long, Desmond T. Lomax, Linda M. Moats, Rachel B. Weaver.

Judge Sproul explained that a problem had arisen in that the Loudon County Planning Commission had determined upon the application for a Building Permit for an addition to the Munsey Products Company that an error had appeared in the minutes of the Loudon County Quarterly Court for May 8, 1972, recorded in Minute Book 15, Page 182A in that when that area had been rezoned residential that it had been understood and agreed by all the residents and was ^{supposed to be} a part of the Court's resolution that the Munsey Products property would remain industrial and that this needed to be straightened out inasmuch as they were making addition to the plant. It was moved by Squire Williams, seconded by Squire Hartsook, and unanimously approved on a roll-call vote, that Resolution No. 22-74, attached to these minutes as Exhibit X, be adopted which would correct the aforesaid minutes, the heading of said Resolution being as follows:

A RESOLUTION TO AMEND LOUDON COUNTY RESOLUTION #13A-72 TO PROVIDE A MORE COMPLETE DESCRIPTION OF PROPERTIES REZONED FROM GENERAL INDUSTRIAL DISTRICT TO SUBURBAN RESIDENTIAL DISTRICT IN AN AREA ALONG THE EAST SIDE OF STATE HIGHWAY 95.

ADJOURNMENT

It was moved by Squire Bledsoe, seconded by Squire Hudson, and unanimously approved on a roll-call vote that the meeting be adjourned at 10:10 P. M.

RESOLUTION TO ESTABLISH OCCUPATIONAL SAFETY AND HEALTH PROGRAM, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM.

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1974, the County of Loudon hereby establishes the "Occupational Safety and Health Program for the Employees of the County of Loudon."

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE COUNTY OF LOUDON, that there be and is hereby created a safety and health program for the employees of the County of Loudon, as follows:

TITLE:

This Section shall be known as "the Occupational Safety and Health Program for the Employees of the County of Loudon."

PURPOSE:

The County of Loudon, in electing to establish and maintain an effective occupational safety and health program for its employees, shall:

- (1) Provide a safe and healthful place and condition of employment.
- (2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees, with the exception of articles of personal protective equipment which are required by regulation to be purchased by employees, as soon as the County can investigate the availability and the most economical cost of the aforesaid.
- (3) Make, keep, preserve and make available to the State Commissioner of Labor, his designated representative or persons within the agency to whom such responsibilities have been delegated, including the Director of the Office of Occupational Safety and Health, adequate records of all occupational accidents and personal injuries for proper evaluation and necessary corrective action as required. However, these provisions shall not take effect until and after the County has received and reviewed record keeping forms, procedures and guidelines provided by the State, and thereafter these provisions shall not take effect until after the County has had a reasonable period of time to set up and provide for the orderly implementation and use of such records and procedures.
- (4) Consult with the State Commissioner of Labor or his designated representative, with regard to the adequacy of the form and content of records.
- (5) Consult with the State Commissioner of Labor or the State Commissioner of Public Health, as appropriate, regarding safety and health problems of the agency which are considered to be unusual or peculiar to the county and are such that they cannot be achieved under a standard promulgated by the State.

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(6) Make an annual report to the State Commissioner of Labor to show accomplishments and progress of the total occupational safety and health program as soon as reasonable possible after the County has implemented the provisions of paragraph (3) hereinabove set forth.

(7) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

(8) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this program as soon as reasonably possible after this Resolution has been enacted.

DEFINITIONS:

For the purpose of this program:

- (a) "Commissioner of Labor" means the chief executive officer of Tennessee Department of Labor. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor.
- (b) "Commissioner of Public Health" means the chief executive officer of the Tennessee Department of Public Health. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Public Health.
- (c) "Employer" means the County of Loudon, and shall include each administrative department, commission, board, division or other agency of the County.
- (d) "Director of Personnel" means the chief executive officer designated by the County of Loudon to perform duties or to exercise powers assigned so as to plan, develop, and administer the County's Occupational Safety and Health Program.
- (e) "Compliance Inspector (s)" means the individual (s) appointed and designated by the Director of Personnel to conduct inspections provided for herein. If no such compliance inspector (s) is appointed, the inspections shall be conducted by the Director of Personnel.
- (f) "Appointing Authority" means any county official or group of officials having legally designated powers of appointment, employment, or removal for a specific department, commission, board, division or other agency of the County.
- (g) "Employee" means any person performing services for the County of Loudon and listed on county payrolls either as part time, seasonal, or permanent, full-time employees; provided, however, that such definition shall not include independent contractors, their agents, servants, and employees.
- (h) "Person" means one or more individuals, partnerships, associations, corporations, business trusts, legal representatives or any organized group of persons.
- (i) "Standard" means an occupational safety and health standard promulgated by the Tennessee State Commissioner of Labor or the State Commissioner of Public Health which requires conditions or the adoption or the use of one or more practices, means, methods, operations or processes reasonably necessary or appropriate to provide safe and healthful employment and places of employment.

(j) "Imminent Danger" means any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal enforcement procedures; provided, however, that this definition shall not include hazardous operations which are undertaken for the public's safety and well-being.

(k) "Serious Physical Harm" means that type of harm that would cause permanent or prolonged impairment of the body in that (1) a part of the body would be permanently removed (e.g., amputation of an arm, leg, finger; loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or (2) a part of an internal bodily system would be inhibited in its normal performance to such a degree as to shorten life or cause reduction in physical or mental efficiency; (e.g., lung impairment, causing shortness of breath). On the other hand, breaks, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

(l) "Establishment" or workplace means a single physical location where business is conducted or where services or industrial operations are performed.

COVERAGE

The provisions of this program shall apply to employees of each administrative department, commission, board, division or other agency of the County of Loudon.

EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to the following provisions:

(a) Employer shall furnish to each of his employees conditions of employment and a place of employment free from known and recognized hazards that are causing or are likely to cause death or serious injury or harm to employees; provided, however, that Employer shall have a reasonable period of time to correct any such hazards.

(b) Employer shall comply with occupational safety and health standards or regulations promulgated pursuant to the State Occupational Safety and Health Act of 1972.

(c) Employer shall assist the State Commissioner of Labor and State Commissioner of Public Health, upon reasonable notice from the said Commissioners, in the performance of their inspection duties by supplying necessary information to the Commissioners or to their respective assistants or deputies.

(d) Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearings on proposed standards, or by requesting the development of standards on a given issue.

(e) Employer is entitled to request an order granting a variance from an Occupational Safety and Health Standard.

(f) Employer is entitled to protection of his trade secrets and other legally privileged communications.

(g) Employer shall inspect all installations, departments, bureaus, and offices to insure the provisions of this program are complied with and carried out as soon as reasonably possible after this Resolution has been fully implemented.

(ii) Employer shall notify and inform any employee, who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard, of corrective action being taken by the County.

EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to the following provisions:

- (a) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this program which are applicable to his or her own actions and conduct.
- (b) Each employee shall be notified by the placing upon bulletin boards, or other places of common passage, of any application for a temporary order granting a variance from any standard or regulation.
- (c) Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.
- (d) Any employee who may be adversely affected by a standard or variance issued pursuant to this program may file a petition with the Director of Personnel.
- (e) Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure, and the corrective action being taken as soon as reasonably possible after this Resolution has been fully implemented.
- (f) Subject to regulations issued pursuant to this program, any employee or authorized representative of employees shall be given the right to request an inspection.
- (g) No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under or relating to this program.
- (h) Any employee who believes that he or she has been discriminated against or discharged in violation of any of these sections may, within thirty (30) days after such violation occurs, file a complaint with the Director of Personnel of the County of Loudon.
- (i) Nothing in this section or any other provision of this program shall be deemed to authorize or require medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others, and except when such medical examination is reasonably required for performance of a specified job.

STANDARDS AUTHORIZED

The standards adopted by the County of Loudon are the applicable State of Tennessee Safety and Health standards developed under Section 6 of the State Occupational Safety and Health Act of 1972.

VARIANCES FROM STANDARDS AUTHORIZED

The County of Loudon may, upon written application to the State Commissioner of Labor or the State Commissioner of Public Health, request an order granting a temporary variance from any approved standards. Prior to requesting such temporary variance, the employer shall notify or serve notice to employees or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board as designated by the County, shall be deemed sufficient notice to employees.

IMMINENT DANGER

(A) Any allegation of imminent danger received shall be handled in accordance with the following procedures:

(1) The Director of Personnel shall immediately ascertain whether there is a reasonable basis for the complaint.

(2) If the imminent danger complaint appears to have merit, the Director of Personnel shall cause an immediate inspection of the alleged imminent danger location.

(3) As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Director of Personnel or the Compliance Inspector shall attempt to have the danger corrected through voluntary compliance. If any employees appear to be in immediate danger, they should be informed of the danger, and the supervisory personnel in charge should be requested to remove them from the area of immediate danger.

(4) The administrative head of the workplace or his authorized representative is responsible for determining the manner in which he will abate the dangerous condition.

(5) The imminent danger shall be deemed abated if the imminence of the danger has been eliminated by removing the employees from the area of danger or the conditions or practices which resulted in the imminent danger has been eliminated.

(6) A written report shall be made to the Director of Personnel describing in detail the imminent danger and its abatement. (If a Compliance Inspector is not appointed, this provision should be omitted).

(B) Refusal to abate.

(1) If abatement is refused, the Compliance Inspector shall immediately notify the Director of Personnel for assistance in obtaining voluntary compliance. (If a Compliance Inspector is not appointed, this provision should be omitted).

(2) The Director of Personnel shall take whatever steps are necessary to achieve abatement.

INSPECTION

(a) In order to carry out the purposes of this program, the Director of Personnel or, if one is appointed, the Compliance Inspector is authorized:

(1) To enter at any reasonable time any establishment, construction site, plant, or other area, work place, or environment where work is performed by an employee of the County of Loudon; and,

(2) To inspect and investigate during regular working hours and at other reasonable times, and within reasonable limits and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent or employee working therein.

(b) If, an imminent danger situation is alleged or brought to the attention of the Director of Personnel or a Compliance Inspector during a routine inspection, he shall immediately inspect the imminent danger situation before inspecting the remaining portions of the workplace.

(c) An administrative representative of the County and a representative authorized by the employees may be given an opportunity to consult with or to accompany the Compliance Inspector (Director of Personnel) during the physical inspection of any work place for the purpose of aiding such inspection.

(d) The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.

(e) The inspection shall be such as to preclude unreasonably disruptions of the operations of the work place of establishment.

(f) Interviews of employees during the course of the inspection, when accompanied by an employee representative, may be made when such interviews are essential to the investigation techniques.

(g) Inspections shall be accomplished without advance notice, but the Director of Personnel may authorize the giving to any supervisor or employee advance notice of an inspection.

CITATION AND HEARING

(a) If, upon an inspection or investigation, the Director of Personnel, or his Compliance Inspector (s) should he have one, finds that any work place is not in compliance with any standard, rule, regulation or order, and said official is unable to effect a voluntary agreement to bring the work place into compliance, he shall, with reasonable promptness, issue to the administrative officer responsible for the work place a written citation that states the nature and location of the violation; the standard, rule, regulation or order violated; the abatement and correction requirements; and a period of time during which the work place must accomplish such abatement and correction. A copy of each citation shall immediately be posted at or near each location referred to in the citation and remain posted until the alleged violation has been corrected or vacated.

(b) At any time within ten (10) days after receipt of such citation, anyone affected may advise the Director of Personnel of objections to the terms and conditions of the citation. Upon receipt of such objections a hearing shall be held, and the Director of Personnel shall thereafter issue an order affirming, modifying, or vacating the citation and such order shall be final.

(c) The Director of Personnel may issue subpoenas, pursuant to his duties as set forth herein, to require the attendance and testimony of witnesses and the production of evidence under oath at such hearings.

PENALTIES

1. The County of Loudon shall not issue any civil or criminal penalties against any public official, employee, or any other person administrative department, commission, board, division or other agent of the County of Loudon for failure to comply with the safety and health standards.

2. Any employee who willfully and repeatedly violates or causes to be violated a safety standard, rule, regulation, or order shall be subject to disciplinary action by the appointing authority. The appointing authority has the power to administer discipline and it shall be his duty to take action in one of the following ways:

- | | |
|--------------------|-----------------------|
| (a) Oral reprimand | (b) Written reprimand |
| (c) Suspension | (d) Termination |

3. The employee being disciplined shall have the right of appeal to the Director of Personnel within ten days after receiving notice of the disciplinary action; and a hearing shall be held as set forth in Sections (b) and (c) of the immediately preceding subsection entitled, "Citation and Hearing".

RECORD KEEPING AND REPORTING

1. The County of Loudon shall establish and maintain a system for collecting, maintaining and reporting safety and health data as soon as reasonably possible after implementing the provisions of Paragraph (3) of this Resolution, under the subsection entitled, "Purpose".
2. All occupational injuries and illnesses shall be reported to the Director of Personnel on the OSHA forms provided by the State Department of Labor, except that Workmen's Compensation Form 6A may be used in lieu of the Supplementary Record of Occupational Injury/Illness, Form OSHA No. 101.
3. The Director of Personnel shall maintain a continuous log of occupational injuries and illnesses compiled from the reports set forth above and recorded on Form OSHA No. 100.
4. Such occupational safety and health records shall be maintained for a period of five (5) years following the end of the year to which they relate.
5. After this Resolution has been enacted, the County of Loudon shall report within forty-eight (48) hours, either orally or in writing, to the Commissioner of Labor any accident which is fatal to one or more employees or which results in the hospitalization of five (5) or more employees.
6. The County of Loudon shall make an annual report, after this Resolution has been fully implemented, to the Commissioner of Labor showing the statistical data required by Section 50-550-106 (Annual Summary) of the State OSHA Regulations for Recordkeeping and Reporting.

ADMINISTRATION

For the purposes of this Resolution, Ted R. Randolph is hereby designated as the Director of Personnel and is likewise designated as the Chief Executive Officer to perform duties or to exercise powers assigned so as to plan, develop, and administer the County's Occupational Safety and Health Program.

- a. Upon authorization from the Loudon County Quarterly Court, the Director of Personnel may designate, appoint, or employ persons as he deems necessary to carry out his powers, duties and responsibilities under the program.
- b. The Director of Personnel, to the extent possible, shall recommend the employment of measures to coordinate the activities of all county departments to promote efficiency and to minimize inconvenience under the program.
- c. The Director of Personnel may delegate the power to make inspections to the Compliance Inspector (s), provided that the procedures employed are as effective as those employed by the Director.
- d. The Director of Personnel shall develop a plan, pursuant to the county's Occupational Safety and Health Program, and such plan shall be submitted for approval and adoption by the County Judge and the Loudon County Quarterly Court. Any subsequent changes or modifications in the plan shall also be submitted to the County Judge and the Loudon County Quarterly Court for approval and adoption.
- e. The County Court Clerk shall, upon adoption of this Resolution, immediately register the County's Occupational Safety and Health Plan with the State Commissioner of Labor, by sending to the Commissioner of Labor, by certified mail a written statement which includes:

- (1) a statement that the County of Loudon has elected to develop its own program of compliance;
- (2) A statement that such program has been developed and has been reduced to writing;
- (3) A statement of where such writing may be inspected;
- (4) A statement that county employees have been informed of the program and have access to such writing;
- (5) An assurance that the County's program incorporates standards developed pursuant to the State Occupational Safety and Health Act;
- (6) A description of the methods of inspection provided for herein and an assurance that such program includes provisions for inspection and recordkeeping as effective as the provisions of the Tennessee Occupational Safety and Health Act of 1972.

APPLICATION OF EXISTING LAWS, STATUTES, ETC.

(a) Compliance with any other law, statute or county resolution which regulates safety and health in employment and places of employment shall not excuse the County of Loudon or any county employee, or any other person from compliance with the provisions of this program.

(b) Compliance with any provisions of this program or any standard or regulation promulgated pursuant to this program shall not excuse the County of Loudon or any county employee, or any other person from compliance with any state law or county resolution regulating and promoting safety and health unless such law or resolution is specifically repealed.

SEVERABILITY

SECTION 2 BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC.

SECTION 3. BE IT FURTHER RESOLVED that the Occupational Safety and Health Program of the County of Loudon may be amended in any particular by following the procedure used for the adoption of this program. This Resolution shall take effect from and after the date it shall have been passed by the Loudon County Quarterly Court, and as otherwise provided by law, the general welfare of the County of Loudon requiring it.

Dated, this 18TH day of June.

Harvey L. Sproul
County Attorney

Harvey L. Sproul
APPROVED: County Judge

Edward R. Lanch
ATTEST: County Court Clerk

RESOLUTION NO. _____

LOUDON COUNTY OCCUPATIONAL SAFETY AND HEALTH PLAN

We, the undersigned, being duly elected officials and/or supervisors of Loudon County, Tennessee, do hereby elect to place our respective offices under the Occupational Safety and Health Plan as has been adopted by the County Court of Loudon County for Loudon County and its employees generally.

We further elect to designate as the Director and Inspectors, those persons which have been so designated or who will be so designated by the County Court of Loudon County.

We further adopt by reference such plan which is of record in the office of the Director of OSHA for Loudon County and which program has been publicized to the employees of our respective offices.

Harvey L. Sprad
County Judge

Edward Alexander
County Court Clerk

Thomas F. Ingram
General Sessions Judge

Register of Deeds

Trustee
Billy Joe Blair
Circuit Court Clerk

Property Assessor
A. C. Fuller, Sr.
Superintendent of Schools

Freeman Russell
Sheriff

Lee Malone
Road Commissioner

Road Commissioner
J. R. Connor

Joe Green
Road Commissioner

Chairman, Loudon County Memorial Hospital

18-74

RESOLUTION BY THE QUARTERLY COUNTY COURT
FOR LOUDON COUNTY, TENNESSEE APPROVING
BOND ISSUE FOR TELLICO AREA SERVICES SYSTEM

WHEREAS, the Tellico Area Services System has heretofore been established pursuant to an agreement under the authority of the Interlocal Cooperation Act and the Urban Type Public Facilities Act as between the Loudon County and Monroe County Board of Public Utilities, and the Loudon County and Monroe County Quarterly County Courts, for the purposes of providing a water system to serve certain designated areas in Loudon County and Monroe County, Tennessee, and;

WHEREAS, governmental agencies including the Department of Housing and Urban Development, the Appalachian Regional Development Commission, and the Tennessee Valley Authority have heretofore contributed and/or pledged to Loudon County a total of \$935,000 towards the construction costs of said water system, and;

WHEREAS, the Tellico Area Services System, through the Loudon County Board of Public Utilities has heretofore obtained approval from the Farmers Home Administration for a loan to the Loudon County Board in the sum of \$350,000 with said loan to be secured by the issuance of Revenue Deficiency Bonds, and;

WHEREAS, all of the planning Boards working in conjunction with the development of said water service system have heretofore approved and recommended said project, and;

WHEREAS, it is necessary that said bond issue be approved by the Quarterly County Court of Loudon County, Tennessee.

By *Yelich* C

NOW THEREFORE, be it resolved by the Quarterly County Court of Loudon County, Tennessee, that Revenue Deficiency Bonds in the sum of \$350,000 to be used for the construction of a water system within the projected service area of Loudon County and Monroe County, Tennessee, be approved on behalf of the Tellico Area Services System and the Loudon County Board of Public Utilities.

This 18th day of June, 1974.

Joseph H. Spaul
County Judge

ATTEST:

Edward Alexander
County Court Clerk

(seal)

State of Tennessee, Loudon County
Recorded in my office and under
my hand and Seal this 23 day
of July 1974
Edward Alexander Clerk
By _____ D.C..

RESOLUTION

19-74

LOUDON COUNTY QUARTERLY COURT

Re: Prior Year Savings and Unencumbered and Unexpended Balances, and
Current Year Revenues

WHEREAS, new accounting, fiscal and budgetary procedures have been promulgated for the operation of the direct local and other accounts of local health departments:

WHEREAS, the local health department is not in a position at this time to ascertain the exact balance of unobligated and unexpended funds to be available to it on June 30, 1974 in State and local health department accounts:

WHEREAS, these accounts have been and are an integral part of the funding required for the local health department to continue its present level of services to the public:

WHEREAS, revenues have been and will be collected in an undetermined amount during the ensuing fiscal year as a result of health care services provided by the health department, and which are required for the local health department to continue its present level of health care services;

NOW, THEREFORE, BE IT RESOLVED by the Quarterly Court of Loudon County at regular session assembled June 18, 1974, a quorum and majority of all Justices being present and voting in the affirmative, the Court does hereby appropriate and make available to the County Health Department, in addition

Copy Kelebek D

237A

to such specific sums as have heretofore been or shall hereinafter be specifically appropriated for the operation of the Health Department, for the operation of the Health Department during the 1974-75 fiscal year, such savings as shall exist at the State Public Health Department as have previously been appropriated for public health purposes, such amounts as may be unobligated and unexpended in any local account of the Health Department as of June 30, 1974, and which may be deposited with the County Trustee on this date, or during the ensuing fiscal year, and any such revenues as shall be collected by the Health Department and deposited to the account of the County Trustee as a result of health services rendered during the past or current fiscal years. This resolution is made with the understanding that no additional funds, other than those specified herein, or which have been or will be appropriated in specific amount for Health Department operations, will be required of the County.

CONTRACT
BETWEEN
TENNESSEE VALLEY AUTHORITY
AND
LOUDON COUNTY, ~~TENNESSEE~~
RELATING TO
HIGHWAY ADJUSTMENTS - TELlico RESERVOIR

THIS AGREEMENT, made and entered into as of the 25th day of July, 1974, by and between ~~TENNESSEE VALLEY AUTHORITY~~ (hereinafter called "TVA"), a corporation created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and LOUDON COUNTY, ~~TENNESSEE~~ (hereinafter called "County"), a political subdivision of the State of Tennessee, acting herein by and through its duly authorized representatives its Highway Commission and its County Court;

WITNESSETH:

WHEREAS, TVA, pursuant to the powers vested in it by the Tennessee Valley Authority Act of 1933, as amended, is engaged in the construction of the Tellico Dam on the Little Tennessee River at a site located at approximately river mile 0.4, the normal maximum reservoir operating level of which will be at elevation 813 feet above mean sea level (MSL), with the top of the spillway gates at the dam to be at elevation 815 MSL; and

WHEREAS, the construction, maintenance, and operation of said dam and of the reservoir to be created thereby will flood or close or otherwise adversely affect certain portions of public roads, highways, and bridges of the County; and

WHEREAS, County desires to agree with TVA concerning the performance of road, highway, and bridge construction, relocation, and/or protection work necessitated by the Fallico Project, and to settle and dispose of all claims and demands of County with respect to all roads, highways, and bridges adversely affected by said dam and reservoir.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. TVA will prepare plans for all projects designated in exhibit A. All plans and specifications shall be approved by County prior to the commencement of the work provided for herein.

2. TVA shall, at its own expense, perform or cause to be performed the road and highway construction work and/or protective adjustments described and specified for performance by TVA in the other sections of this agreement and in the descriptive schedule which is attached hereto as exhibit A, the location of such work and adjustments being substantially as shown on the map attached hereto as exhibit B. TVA shall also obtain and provide rights of way as specified in said exhibit A for all projects except 3321. TVA shall commence the work and adjustments to be performed by it hereunder within a reasonable time after the execution of this agreement, and shall prosecute such work to completion with reasonable diligence, subject to availability of funds for this purpose and the legal right to proceed with the work.

3. TVA and County agree to acquire their respective portions of rights of way for projects 3321 and 3322 prior to impoundment of Tellico Reservoir to facilitate construction of these projects by the County at some future date. TVA will construct a temporary connection to relocated Tennessee State Highway 72 on the right of way acquired for project 3322.

4. The parties recognize that the construction, maintenance, and operation of Tellico Dam and Reservoir may have the effect of flooding and completely destroying all existing direct access to a public road from certain tracts of land located within the County which will not have direct access to any of the roads or sections of roads to be constructed or provided under other sections of this agreement. TVA shall, as to any tract of land which is subject to loss of all direct access to a public road as aforesaid, either (a) construct a tertiary road to serve such tract, or (b) purchase or otherwise acquire such tract in fee in the name of the United States of America; provided, however, that the alternative to be adopted for or applied to any such tract or tracts of land shall be determined exclusively by TVA in its sole discretion; provided, further, that any tertiary road or roads constructed under alternative (a) above which serve more than one property owner shall become a part of the County road system, it being the intent of the parties that tertiary roads serving only one property owner shall not become a part of the County road system but shall be private roads; tertiary roads which at the date of this agreement TVA has determined necessary to serve more than one property owner are described in exhibits A and B of this agreement; additional roads which may subsequently be determined necessary and which shall become part of the County road system shall comply with the general specifications for tertiary roads set out on pages 6 and 7 in exhibit A; and provided further, that TVA shall have and hereby reserves the right, at any time after

the waters of Tellico Reservoir first reach elevation 813 feet above mean sea level, to sell or dispose of any such tract or tracts which may be acquired under alternative (b) above. In selling or disposing of any tract acquired under alternative (b) above, TVA shall require the purchaser thereof to provide access to a public road from said tract.

5. Effective as of the date of completion of all projects (except project 1001) set forth in exhibit A, County, for and upon the consideration under this agreement, hereby transfers, conveys, assigns, quitclaims, and releases unto the United States of America all right, title, and interest which County and the public may have in and to any portion of roads, highways, and bridges, including appurtenances, within Loudon County, Tennessee, which lie below elevation 815 MSL and within the reservoir created by Tellico Dam. County agrees that it will, upon TVA's request, take such formal action as may be necessary or appropriate to effect the legal vacation and abandonment of any portion of said roads, highways, and bridges which lie below elevation 815 MSL; in order to protect the interests of the County, County further agrees that such action will be taken prior to impoundment of Tellico Reservoir.

County further agrees to cooperate fully with TVA in the accomplishment of the road relocation and/or protection program provided for in this agreement, and to take necessary action in connection therewith which may be reasonably requested by TVA, relating to the execution and delivery to TVA or the United States of America, in form suitable for recording of any deeds, documents, resolutions, or other instruments which TVA may consider necessary or desirable to carry out the above conveyance and transfer, or to carry out any other portions or provisions of this agreement.

6. County hereby releases TVA and the United States of America from any and all claims and causes of action which County, the traveling public, and/or the owners of land within the County may now or hereafter have or assert against them, or either of them, arising out of the flooding, or closing of, or damage to, or impairment of the value, usability, or convenience of, any public and/or County highways, roads, or bridges located within the limits of the County, where such flooding, closing, damage, or impairment is the result of or is claimed to have resulted from the construction, maintenance, or operation of Tellico Dam and Reservoir; and County hereby expressly covenants that it will not maintain or attempt to maintain any suit or cause of action against TVA or the United States of America based upon or arising out of any such flooding, closing, damage, or impairment; provided, however, that nothing herein contained shall be deemed to apply to or preclude any action by County to enforce compliance or to recover damages growing out of noncompliance by TVA with any of its covenants and agreements herein contained, or to enforce or protect rights herein reserved; provided, further, that nothing herein contained shall be construed as imposing upon County liability for negligent acts of TVA while engaged in performance or execution of the work provided for herein.

7. All roads, highways, bridges, barricades, and other facilities which are constructed by TVA under this agreement shall be maintained by TVA during the period of construction only, except projects 1001 and 1101 which TVA will continue to maintain. After notification by TVA of the completion of

work on all or any section of any road, highway, or bridge construction under this agreement, except projects 1001 and 1101, and after inspection and acceptance by the County, County shall open for public travel and use and assume the expense and responsibility of maintenance, repair, and upkeep of all such sections of roads, highways, bridges, barricades, and other facilities and appurtenances embraced within each such project or tertiary road and thereafter hold TVA and the United States of America forever harmless from any liability for or on account of any loss, injury, or damage to persons or property sustained by any person or persons arising from or in any way connected with the design, construction, condition, upkeep, care, use, or maintenance of said project or the facilities or appurtenances embraced therein; provided, however, that this provision shall not become operable with respect to claims resulting from deficiencies in construction or design until one year has elapsed from the date of acceptance by County of each such project or tertiary road.

8. It is understood and agreed that the representatives acting for and on behalf of the County are duly authorized to execute this agreement and to bind the County for the purposes herein specified.

9. No member of or delegate to Congress or resident commissioner or any officer or agent of TVA shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

In ~~Witness Whereof~~, the parties hereto have caused this Instrument to be executed by their respective representatives thereunto duly authorized as of the day and year first above written.

ATTEST:

Madge Evans
Assistant Secretary

MISSISSIPPI VALLEY AUTHORITY

By W. J. H. H. H.
Acting General Manager

Law - HHC

ATTEST:

Edward Alexander
County Court Clerk
Loudon County, Tennessee

LOUDON COUNTY, STATE OF TENNESSEE
By County Court of Loudon County,
Tennessee

By Harvey L. Spraul
County Judge

And Lillian T. H. H.
Chairman of Highway Commission
Loudon County, Tennessee

Approved by TVA
Board of Directors
JUL 25 1974
M. E.
ASSISTANT SECRETARY

EXHIBIT A

SCHEDULE ATTACHED TO AND FORMING A PART OF AN AGREEMENT BETWEEN TENNESSEE VALLEY AUTHORITY AND LOUDON COUNTY, TENNESSEE, IN REGARD TO ROAD RELOCATIONS AND CONSTRUCTION IN THE TELlico RESERVOIR AREA

The work to be performed under this contract shall be in accordance with plans prepared by TVA for the following designated projects, which shall be constructed by and at the expense of TVA:

Project 1001 - Access Road to Tellico Dam

This project begins at Tennessee Highway 95 south of Fort Loudon Dam and extends in a westerly direction, crossing the Little Tennessee River downstream from Tellico Dam, and ends approximately 1/2 mile southwest of Tellico Dam. The roadway shall have a minimum width of 40 feet exclusive of ditches. The pavement shall consist of an asphaltic concrete surface and a bituminous concrete base having a minimum width of 22 feet and a minimum thickness of 4 inches on a stabilized stone base having a minimum thickness of 8 inches. A bridge having a minimum clear roadway width of 30 feet shall be constructed across the Little Tennessee River. The length of this project is approximately 1.5 miles.

Project 1101 - Tellico Parkway

This project begins at the southwest end of project 1001 and extends in a southerly and westerly direction, generally paralleling Tellico Reservoir, to a connection with relocated Tennessee Highway 72 north of Fork Creek. Connections will be made to four existing county roads (Poplar Springs Road, Davis Ferry Road, Davis School Road, and Russell Store Road). The roadway shall have a minimum width of 40 feet exclusive of ditches. The pavement shall consist of an asphaltic concrete surface and a bituminous concrete base having a minimum width of 22 feet and a minimum thickness of 4 inches on a stabilized stone base having a minimum thickness of 8 inches. The length of this project is approximately 9.5 miles.

Project 3203 - River Road at Axley Cemetery

This project consists of reconstructing a section of an existing county road at a small hollow approximately 1/2 mile west of Axley Cemetery. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.4 mile.

Project 3216 - County Road West of Tennessee Highway 95

This project consists of reconstructing a short section of an existing county road at a small hollow west of Tennessee Highway 95. The roadway shall have a minimum width of 28 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.2 mile.

Project 3217 - Sinking Creek Road

This project begins at project 3221 and extends eastwardly along the north side of Sinking Creek to a connection with temporary Highway 95. The roadway shall have a minimum width of 32 feet exclusive of ditches. The pavement shall consist of a bituminous surface treatment having a minimum width of 24 feet on a stabilized stone base having a minimum thickness of 8 inches. The length of this project is approximately 1.4 miles.

Project 3221 - River Road - Baker Creek to Sinking Creek

This project begins on the south side of Baker Creek and extends along the general location of the existing road to a point north of Sinking Creek. The roadway shall have a minimum width of 40 feet exclusive of ditches. The pavement shall consist of a 1-1/4-inch asphaltic concrete surface having a minimum width of 24 feet on a stabilized stone base having a minimum thickness of 8 inches. Bridges having a minimum clear roadway width of 30 feet shall be constructed across Baker Creek and Sinking Creek. The bridges shall be of concrete or concrete and steel construction with a concrete substructure and designed for a minimum live load of HS-20, in accordance with the latest edition of AASHTO Specifications for Highway Bridges. The length of this project is approximately 4.5 miles.

Project 3222 - Gap Road

This project consists of upgrading the existing road north of U.S. Highway 411 by straightening the alignment, widening, and paving. The roadway shall have a minimum width of 40 feet exclusive of ditches. The pavement shall consist of a 1-1/4-inch asphaltic concrete surface having a minimum width of 24 feet on a stabilized stone base having a minimum thickness of 8 inches. The length of this project is approximately 1.3 miles.

Project 3292 - Blalock-Smith Road

This road will be constructed on a new location to serve several properties east of Davis Ferry whose existing access road will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.5 miles.

Project 3294 - Morganton Cemetery Road

This project consists of constructing an access road from project 3221 (River Road - Baker Creek to Sinking Creek) near Baker Creek to Morganton Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.5 miles.

Project 3305 - Morganton Ferry Road

This project consists of reconstructing a short section of the existing Morganton Ferry Road at its intersection with old State Highway 72. The roadway shall have a minimum width of 28 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.2 miles.

Project 3318 - Watkins Lane Road

A section of Watkins Lane Road at the crossing of the east fork of Clear Prong Creek will be reconstructed to a minimum elevation of 819. The roadway shall have a

minimum width of 28 feet exclusive of ditches. The pavement shall consist of a bituminous surface treatment having a minimum width of 20 feet on a stabilized stone base having a minimum thickness of 8 inches. The length of this project is approximately 0.1 mile.

Project 3321 - Poplar Springs Road

This project consists of the acquisition by the County of right of way for future reconstruction by the County of a section of existing road from Poplar Springs to Tellico Parkway. The length of this project is approximately 0.3 mile.

Project 3322 - Davis School Road

This project consists of the acquisition of right of way by TVA for future construction by the County of a road beginning approximately 0.3 mile west of relocated Tennessee Highway 72 and extending in a northeasterly direction across relocated Tennessee Highway 72 to connect with an existing road near Davis School. The length of this project is approximately 1.5 miles.

Project 3323 - Frontage Road North of Relocated State Highway 72 Near Davis School Road

This project consists of extending an existing county road adjacent to relocated State Highway 72 to serve as a frontage road. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.13 mile.

Project 3324 - Frontage Road South of Relocated State Highway 72 at Corinth Road

This project consists of constructing a frontage road south of State Highway 72. The frontage road will connect an existing county road to the Corinth Road approximately 0.5 mile west of Clear Prong Creek. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.15 mile.

Project 3391 - Watkins Road

This project begins at the Carlinth Road approximately 0.5 mile west of Clear Prong Creek and extends in a southerly and easterly direction to provide access to properties whose present route of access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.3 mile.

Project 3392 - Smith Cemetery Road

This project consists of extending an existing county road north of Morganton Ferry Road to Smith Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.5 mile.

Project 3393 - Tipton Cemetery Road

This project consists of constructing an access road from Morganton Ferry Road to Tipton Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.2 mile.

Project 3394 - Davis Cemetery Road

This project consists of constructing an access road from Tellico Parkway to Davis Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.2 mile.

Project 3395 - Blair Cemetery Road

This project consists of constructing an access road from Tellico Parkway to Blair Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.7 mile.

Project 3396 - Coffman-Burton Cemetery Road

This project consists of constructing an access road from Fork Creek Road approximately 0.1 mile south of Fork Creek to Coffman and Burton Cemeteries whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 1.2 miles.

Project 3397 - Russell Cemetery Road

This project consists of constructing an access road from project 3396 (~~Coffman-Burton Cemetery Road~~) to Russell Cemetery whose existing access will be inundated by Tellico Reservoir. The roadway shall have a minimum width of 26 feet exclusive of ditches with 4-inch thickness of crushed stone surfacing 20 feet wide. The length of this project is approximately 0.5 mile.

General Specifications

Any projects constructed under this contract and located upstream from Tellico Dam shall have a minimum elevation at the centerline of the finished roadway of 820 feet above mean sea level (except project 3318). Major drainage structures shall consist of concrete or concrete and steel bridges or reinforced concrete box culverts. Small drainage structures shall consist of paved invert ferrous corrugated metal, ferrous corrugated metal structural plate, aluminum alloy corrugated metal, or reinforced concrete pipe culverts. The minimum graded width of roadway on any tertiary roads to be transferred to the County shall be 26 feet, with the crushed stone surface to be 20 feet wide.

Any roads constructed under the provisions of alternative (a) of paragraph 4 of the contract are designated tertiary roads. The construction of any such tertiary roads shall be performed by TVA in their entirety and shall include grading, drainage, and a crushed stone surface.

The following specifications shall apply to all projects constructed under this contract. Slopes in earth cuts shall not be steeper than 1 on 1-1/2. Slopes in rock cuts may be such as in the judgment of TVA and County will stand satisfactorily. Embankment slopes shall not be steeper than 1 on 1-1/2. Slopes on sections of embankments across the reservoir shall be determined by TVA and shall be such as, in the judgment of TVA, are stable under conditions of intermittent flooding. Ditches on all roads shall be V-shaped and shall have a minimum width of 4 feet on top and a minimum depth of 1 foot.

Embankment sections on any project constructed under this contract which are below elevation 815 feet above mean sea level, and which in the judgment of TVA require protection due to erosion by wave action, shall be protected by placing stone revetment on the slopes.

TVA shall place steel, concrete, or pressure-treated creosoted timber guard posts, spaced 12-1/2 feet on centers (or at TVA's option steel beam guardrail) on portions of projects immediately adjacent to or crossing the lake created by Tellico Dam and at any other locations which TVA deems necessary.

Paving or crushed stone surfacing shall be constructed as described on the projects listed herein. On tertiary roads crushed stone shall be applied at the minimum rate of 600 tons per mile for roads serving one property and at the minimum rate of 4-inch thickness for roads which are to be transferred to the County.

Rights of way not presently owned by the County and necessary for constructing any projects, except that portion of project 3321 lying outside the limits of lands to be acquired by TVA for the Tellico Reservoir, will be

obtained by TVA without cost of the County, and after completion of the construction work these rights of way, except for projects 1001 and 1101, will be transferred to the County; provided, however, that rights of way for tertiary roads serving only one property owner may be obtained in the name of or transferred to the said property owner. The minimum width of rights of way for projects described herein shall be 60 feet, except for projects 1101 and 3221 which shall be 120 feet. The minimum width of rights of way for tertiary roads shall be 50 feet.

TVA shall construct turnarounds of approximately 40-foot radius on existing roads which are maintained by the County and which dead end at the reservoir.

Earth cut and fill slopes and other disturbed areas shall be seeded and mulched and shall be maintained until a satisfactory growth of grass is secured. These areas shall be preserved, repaired, protected, reseeded, and mulched as required for this purpose.

All construction work to be performed by TVA shall be in accordance with Tennessee Valley Authority specifications for highway construction.

RESOLUTION OF COUNTY COURT OF
LOUDON COUNTY, TENNESSEE

20-74

WHEREAS, the Tennessee Valley Authority (hereinafter called "TVA") is engaged in the construction of Tellico Dam and Reservoir, the construction, maintenance, and operation of which will flood, close, or otherwise adversely affect certain portions of public roads, highways, and bridges located within Loudon County, Tennessee (hereinafter called "County"); and

WHEREAS, representatives of TVA have negotiated with the County Judge and the Highway Commission concerning the relocation, replacement, or improvement of the said County roads and bridges which will be affected or damaged by said reservoir, and have submitted to this Court a proposed agreement between TVA and County, providing for, among other things, the relocation, protection, or adjustment of, or settlement for all roads, highways, and bridges in the County which will be affected by Tellico Dam and Reservoir, all as more fully set forth therein; and

WHEREAS, it being the opinion of this Court that it is to the best interest of County to enter into said agreement, and that the considerations flowing to County under said agreement are full, fair, and adequate, and that the compensation therein specified is just compensation for the property taken by TVA, and this Court being of the opinion that said agreement should be entered into by County;

NOW, THEREFORE, BE IT RESOLVED, that the County Court of Loudon County, in session duly assembled, hereby finds and declares it to be advisable and for the best interest of County that it enter into the agreement between TVA and Loudon County providing for the protection, relocation,

Exhibit E.

or adjustment of or settlement for all roads, highways, and bridges wholly or partly within the County which will be closed or adversely affected by Tellico Dam and Reservoir, which agreement has been discussed and considered at this session of the Court, and this Court does hereby enter into such agreement; and

BE IT FURTHER RESOLVED, that the Honorable HARVEY L. SPROUL, Judge of the County Court of Loudon County, Tennessee, be, and he hereby is authorized and directed for and on behalf of this Court and for and on behalf of County to execute said agreement and deliver it to TVA; and

BE IT FURTHER RESOLVED, that a copy of said agreement shall be attached to and become a part of this resolution and that this resolution, with a copy of said agreement attached thereto, be spread upon the minutes of this Court.

* * * *

I, Edward Alexander, Clerk of the County Court of Loudon County, Tennessee, hereby certify that the above and foregoing is a true and correct copy of a resolution duly presented, moved, put, and carried by 9 yea votes and 0 nay votes at a meeting of the County Court of Loudon County, Tennessee, duly called and held at which a quorum was present upon the 18th day of June, 1974.

Edward Alexander
Clerk

R E S O L U T I O N

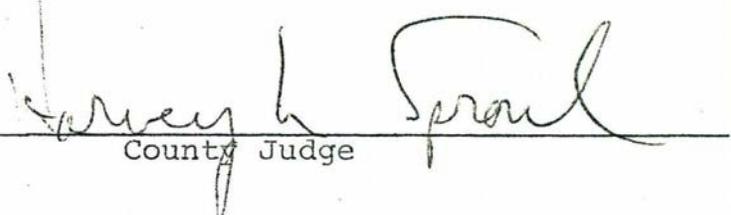
21-74

RESOLUTION APPROVING PROPOSAL OF STATE DEPARTMENT
OF TRANSPORTATION FOR COMPLETION OF SHORT SEGMENT
OF NEW STATE HIGHWAY 95 (Project # RF-092-1(4) SR 95)

WHEREAS the State Highway Department is in the process of taking direct steps to complete new State 95 in Blount County from its present termination near the Blount County line in Loudon County; and

WHEREAS the Department has made a standard proposal to the Loudon County Quarterly Court concerning a small segment of said project still remaining to be completed in Loudon County, a copy of said proposal being attached to this resolution as Exhibit I;

NOW THEREFORE BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee, in adjourned session on this the 18th day of June, 1974, that the proposal from the State Department of Transportation, dated March 8, 1974, and attached to this resolution as Exhibit I be approved and adopted and that the County Judge be authorized to accept the proposal and to execute any documents or papers necessary to complete the agreement.


County Judge

Ex. Exhibit 2

attached to
21-74

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE COUNTY OF LOUDON, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter called "DEPARTMENT", proposes to construct a project designated as NO: RF-092-1(4) - (SR 95, from West of the Loudon County Line to 0.95± miles West of 2496) - in the COUNTY OF LOUDON, and in the COUNTY OF BLOUNT, provided the COUNTIES will cooperate with the DEPARTMENT as set forth in the respective proposal to each, so that the general highway program be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the COUNTY will agree:

1. That in the event any civil actions in cross-eminent domain or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing, the DEPARTMENT'S Attorney, whose address is Department of Transportation, 408 Frost Building, Nashville, Tennessee 37219, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and

2. To close or otherwise modify any of its roads, or other public ways as may be indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. To effect the removal, relocation, or adjustment of the facilities of any utility, public and private, without cost to the DEPARTMENT, which are located within the right-of-way of any road, or other public way owned by it, as may be necessary to construct the project; and

5. That if any frontage roads are constructed by the DEPARTMENT pursuant to the construction of this project, it will maintain such roads in the same manner as its other roads are maintained, without cost to the DEPARTMENT; and

6. Not to pass any Resolutions which would be in conflict with any of the above prescribed provisions; then

Following the acceptance of the proposal, the DEPARTMENT will acquire the rights-of-way and easements as necessary to construct the project in accordance with the plans and any amendments thereto; thereafter accomplish the construction, and defend any cross-eminent domain or damage civil actions of which it has received the notices provided for herein.

The project plans hereinbefore identified by number and description are incorporated by reference thereto and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

The acceptance of this proposal shall be evidenced by the passage of a proper Resolution which shall incorporate the same verbatim, or by reference thereto, at the next regularly scheduled meeting of the County Court.

IN WITNESS WHEREOF, the DEPARTMENT has caused this instrument to be executed by its duly authorized officials on this the 8th day of March, 1974.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: *Robert B. Smith*
Commissioner

By: *Lewis E. Brown*
Director, Bureau of Highways

APPROVED:

Willow Wauford
Assistant Department Attorney

BUDGET AMENDMENTS FOR AGENDA

June 18, 1974

GENERAL FUND

Acct. No.		Dr.	Cr.
41	Estimated Revenue (141) Grant for Ambulance	10,336.18	
97	Unappropriated Surplus	3,445.40	
81	Appropriations (1134-46) Payment of Ambulance		13,781.58
	To set up grant and payment of new ambulance.		
41	Estimated Revenue (133.8) Manpower Program	791.10	
81	Appropriation (1127-14) Manpower Program		791.10
	To record revenue and appropriation from Manpower Program (Malcolm Smith) Salary		
41	Estimated Revenue (151) Misc. Newton Bogart Fund	125.00	
81	Appropriations (805.01) Payment to Hospital for Indigents) as per Q.C. resolution		125.00
41	Estimated Revenue (151) Salary for Clerk at Health Dept. 185.00 (155) Soc. Sec. Clerk at Health Dept. 10.82	195.82	
81	Appropriations (807.1-02) Other Salaries Health Dept.) 195.82		195.82
	To record Revenue and Appropriations for Clerk at Health Department for 1/2 mo. of June, 1974.		

Approve payment of an amount not to exceed \$400.00 from Account 1109-01 (Primary unallocated) for rewiring the Air National Guard Park.

Transfer \$113.16 from Acct. 204.1-08 (Repairs & Maintenance) to Acct. 204.1-05 (Utilities - Courthouse).

Transfer \$148.00 from Acct. 204.1-03 (Travel) to Acct. 204.1-10 (Operational Supplies).

Transfer \$50.00 from Acct. 402-09 (Office Supplies) to Acct. 402-04 (Telephone Circuit Court).

Exhibit H

Transfer \$15.00 from Acct. 501-09 (Office Supplies - Sheriff's Dept.) to Acct. 501-04 (Telephone - Sheriff's Dept.).

Transfer \$23.50 from Acct. 501-09 (Office Supplies - Sheriff's Dept.) to Acct. 501-13 (Surety Bonds - Sheriff's Dept.).

Transfer \$38.56 from Acct. 502-08 (Repairs & Maintenance) to Acct. 502-05 (Jail - Utilities).

Transfer \$250.00 from Acct. 502-08 (Repairs & Maintenance - Jail) to Acct. 502-21 (Food - Jail).

Transfer \$60.00 from Acct. 1109-01 (Unallocated - Primary) to Acct. 601-04 (Telephone - County Agent).

Transfer \$7.76 from Acct. 301-09 (Office Supplies) to Acct. 301-04 (Telephone).

Transfer \$650.00 from Acct. 1171-14 (Retirement County Emp.) to Acct. 1102-14 (Co. Emp.) Soc. Sec.)

SCHOOL FUND

Transfer \$550.00 from Acct. 2290.9 (Misc. - Instructional Supplies) to Acct. 2230.1 (Instructional Supplies) - \$400.00 and Acct. 2242.2 (Books & Periodicals) - \$150.00.

Transfer \$2,700.00 from Acct. 2852.06 (Emp. Ins.) to Acct. 2851.1 (Local Retirement Payments - Non-Prof. \$1,500.00 and Acct. 2851.21 (Soc. Sec. Payments) - \$1,200.00.

Transfer \$1,000.00 from Acct. 2852.06 (Emp. Ins.) to Acct. 2110.1 (Per Diem Board Members).

HIGHWAY FUND

Transfer \$3,744.00 from Acct. 97 (Unappropriated Surplus) to Acct. 1201 (Administrative Salaries). This amendment is made to comply with increase in salaries from January, 1974 to June 30, 1974.

Transfer \$2,600.00 from Acct. 97 (Unappropriated Surplus) to Acct. 1271 (Retirement - Highway Emp. \$1,600.00 and Acct. 1214 (Soc. Sec. - Highway Employees).

TITLE -I- 73/41

Approve attached Title -I- 73/41 Budget.

SPECIAL HIGHWAY FUND

Acct.		Dr.	Cr.
45	Expenditures	24,787.50	
3	Cash on Deposit with Trustee		24,787.50

To transfer payment of interest to Bond Debt Fund.

BOND DEBT FUND

41	Estimated Revenue (Transfer of Funds) \$24,787.50	24,787.50	
81	Appropriations (1500-20) Payment of Interest		24,787.50

To record transfer of funds on Payment of Interest)

Original amount of approved project	9,532.
Plus amendment No. 1	3,332.
Total, including amendment No. 1	9,532.
Plus amendment No. 2	
Total, including amendment No. 2	9,532.
Plus requested amendment No. 3	
Total, including requested amendment No. 3	9,532.

LOUDON COUNTY SCHOOLS, TENNESSEE

TITLE I - - PROJECT 73.41
READING FOLLOW THROUGH

AMENDMENT NUMBER 3

Acct. No.	Description	Current Budget	Increase	Decrease	Amend Budget.
2200	INSTRUCTION				
2210.31	Regular Teachers	\$3,332.00			\$3,332.
2210.9	Other Salaries - Teacher Aides	5,222.00		\$126.00 ✓	4,996.
2230.1	Teaching Supplies	504.36	\$0.25 ✓		504.
	TOTAL INSTRUCTION	\$9,058.36	\$0.25	\$126.00	\$8,932.
2800	FIXED CHARGES				
2851.1	Contributions to Local Retirement Non-Professional	\$83.14	\$133.69 ✓		\$216.
2851.21	Contributions to Social Security	500.50		\$7.45 ✓	493.
2851.22	Social Security Handling Charges	2.00		.40 ✓	1.
2851.4	Contributions to State Teacher Retirement	238.00		.03 ✓	237.
	TOTAL FIXED CHARGES	\$823.64	\$133.69	\$7.94	\$719.
	GRAND TOTAL - ALL EXPENDITURES	<u>\$9,882.00</u>	<u>\$133.94</u>	<u>\$133.94</u>	<u>\$9,748.</u>

LOUDON COUNTY RESOLUTION 22-74

A RESOLUTION TO AMEND LOUDON COUNTY RESOLUTION #13A-72 TO PROVIDE A MORE COMPLETE DESCRIPTION OF PROPERTIES REZONED FROM GENERAL INDUSTRIAL DISTRICT TO SUBURBAN RESIDENTIAL DISTRICT IN AN AREA ALONG THE EAST SIDE OF STATE HIGHWAY 95.

WHEREAS, the Loudon County Quarterly Court passed Resolution #13A-72 on May 8, 1972, which rezoned an area along the east side of State Highway 95 from General Industrial to Suburban Residential, and

WHEREAS, said resolution contains an incomplete description of the property that was rezoned,

NOW THEREFORE BE IT RESOLVED by the Loudon County Quarterly Court that the property description in Resolution #13A-72 be amended to read as follows:

That the area beginning at the point of intersection on the present C-2 General Commercial District line at the north property line of Frank Cheatan, parcel 108-1, and running south-east along the C-2 General Commercial District line to its intersection with the southern property boundary line of the W. G. Coffey property, parcel 109, and thence along the line of parcel 109 to its intersection with parcels 84 and 79, owned by the Munsey Corporation, and thence northwest along the property line of parcel 84, to its intersection with the right-of-way of Simpson Road, and thence northeast along Simpson Road to an intersection with Shaw Ferry Road, and thence southeast along Shaw Ferry Road for a distance of about one hundred (100) feet, and thence northeast along the property line separating parcel 9-0, owned by Glenn Hewins, and parcel 12, owned by Charles Large, to its intersection with the property line of parcel 13, thence north along the property line of parcel 13 to its intersection with parcel 10, thence northeast along the property line separating parcels 10 and 13 to its intersection with parcel 14-0, thence continuing northeast along the property line separating parcels 14-0 and 11 to its intersection with parcel 19, owned by John Denton, and thence northwest along the property line separating parcel 11, owned by John W. Cardwell, Jr., and parcel 19 to an intersection with the property line of parcel 96-0, owned by H. F. Meyers, and thence west along the property line separating parcel 11 and parcel 96-0 to its intersection with the property line separating parcels 11 and 96-1, thence continuing west along the property line separating parcels 98-1 and 11 to its intersection with the property line separating parcel 93, owned by Mary Ruth Goins, and parcel 11, and thence southwest along the property line separating parcels 11 and 93 to a point intersecting at the property line of parcel 9-1, owned by Edgar Webb, and thence southeast along the east boundary line of parcel 9-1, then southwest along the south boundary line of parcel 9-1, then northwest along the west boundary line of parcel 9-1 to its intersection with the J. Hamilton subdivision, and

thence southwest along the property line separating parcel 9-0, and the J. Hamilton subdivision, proceeding across Shaw Ferry Road to a point of intersection with the C-2 General Commercial District, and thence south along the C-2 District line to a point of origin, be rezoned from M-1 General Industrial District to R-1 Suburban Residential District.

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

Date:

June 18, 1974

Harvey L. Spruill
Loudon County Judge

Attested by:

Loudon County Court Clerk