

NOTICE OF PUBLIC HEARING: A Public Hearing was held at the Loudon County Courthouse, Monday, April 2, 1990 @ 7:00 P.M. for the purpose of:

- (1) Amendment to the Zoning Resolution of Loudon Co. Section 5.041 A-1, Agriculture Forestry District & 5.042. A-2, Rural Residential District adding C. Uses Permitted As Special Exception to permit light manufacturing uses.
- (2) Joe Simpson and Raymond Ervin spoke on Rezoning on Beals Chapel Road, Map 24, Parcel 90.1 from A-2, Rural Residential to C-1, Rural Center.
- (3) Terry Vann, Jim Goodwin, John Parris and Martha Davis spoke on Rezoning on Hwy. 11, Map 17, Parcel 42.0 from R-1, Suburban Residential to C-1, Rural Center. There being no further Discussion the Hearing Closed.

Be it remembered that the Loudon County Legislative Body met in regular session on Monday, April 2, 1990 at 7:25 P.M. with the Chairman, Avery Petty, presiding and the County Clerk, Riley Wampler was present whereupon Sheriff Joe Sims opened Court, led the Pledge of Allegiance to the Flag and presented Commissioner Price who gave the Invocation.

The following Commissioners were present.

Milsaps	Bryant
Bledsoe	Petty
Masingo	Parks
Maples	Price

Commissioner J. J. Blair was absent.

MINUTES
APPROVED

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

BID FOR JAIL
ADDITION
AWARDED TO
SOUTH
EASTERN
CONSTRUCTION
COMPANY

County Executive, George Miller reported to the Commission that the bids for the Jail addition to Loudon County Justice Center were opened March 22, 1990 at 2:30 P.M. EST File No. 11291-60. The bid was awarded to Southeastern Construction Co.

RESOLUTION
PERTAINING
TO
COMMUNICATION
TOWER
APPROVED

County Attorney Harvey Sproul spoke to the Commission concerning any action pertaining to the communication Tower. After much discussion, it was moved by Commissioner Price and seconded by Commissioner Bryant that a Resolution read by Attorney Sproul, Authorizing County Commission Cable Television Committee to Request proposals and to investigate, negotiate and evaluate as necessary be approved. The vote was unanimous and it is attached hereto as Resolution No. 64-90 Exhibit A. It was then moved by Commissioner Milsaps and seconded by Commissioner Bledsoe that the County not be obligated to more than \$7,000.00 for professional consulting services if the committee deems it necessary. On Roll Call, the vote was unanimous.

RESOLUTION
& LEASE ON
GLEDNALE
COMMUNITY
CENTER
APPROVED

County Executive, George Miller, presented to the Commission a Resolution Authorizing Lease of Former Glendale Elementary School Property to Glendale Community Club, Inc. The Resolution being attached hereto as Resolution No. 65-90 Exhibit B. The Lease made and entered into this 2nd day of April, 1990, by and between Loudon County, a Political Subdivision of the State of Tennessee, hereinafter called Lessor, and Glendale Community Club, Inc., a non-profit Tennessee Corporation serving as a Community Organization working toward the welfare of the Glendale Community, in the third

Civil District of Loudon County, Tennessee, hereinafter called Lessee. The Lease being attached as Exhibit C. After some discussion, it was moved by Commissioner Masingo and seconded by Commissioner Maples that the Resolution and Lease be approved. The vote was unanimous.

OLD EATON
SCHOOL
PROPERTY

County Executive, George Miller presented a complete report on the Old Eaton School Property that considerable work has been done in cleaning up the property. Also everything possible is being done to get the project moving. No decision will be made until August.

ANIMAL
CONTROL
COMMITTEE

County Executive George Miller reported that Lenoir City and the City of Loudon had been asked to name someone to the Animal Control Committee. Lenoir City named someone to the Committee, but Loudon failed to do so. He stated that it could have been an oversight.

BUDGET
AMENDMENTS
APPROVED

Director of Accounts, Nancy Richesin presented the Budget Amendments. It was moved by Commissioner Park and seconded by Commissioner Price that the Highway Department Budget Amendments be approved. The vote was unanimous and they are attached hereto as Exhibit D. She also presented a uniform vendors policy. It was moved by Comm. Milsaps and

UNIFORM
VENDING
MACHINE
POLICY
APPROVED

seconded by Commissioner Park that all vending machines located in the County Building will be the responsibility of the vendors, that the vendors will fill the machine and collect monies from the machine, issuing a check to the County for any profits earned, with the money being deposited into the County General Fund. The vote was unanimous.

TENATIVE
SCHOOL
BOARD
BUDGET

TO: LOUDON COUNTY COMMISSION
FROM: LOUDON COUNTY SCHOOL BOARD
RE: TENATIVE BUDGET 1990-1991
Attached hereto as Exhibit E.

PLANNING
COMMISSION
REPORT

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

AMENDING
ZONING
RESOLUTION
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Bryant that the consideration of amending the Zoning Resolution of Loudon County Section 5.041, A-1 Agriculture Forestry District 5.042, A-2, Rural Residential District Subsection C. Uses Permitted as special exception permitting light manufacturing uses be approved. The vote was unanimous, and it is attached hereto as Resolution No. 66-90 Exhibit G.

MAP 24
PARCEL 90.1
POSTPONED
TIL NEXT
MONTH

The consideration of rezoning property on Beals Chapel Road, Map 24, Parcel 90.1 from A-2, Rural Residential to C-1, Rural Center (6th Legislative District) was postponed until next month.

REZONING OF
MAP 17
PARCEL 42.0
FAILED

It was moved by Commissioner Bryant and seconded by Commissioner Park that the consideration of rezoning property on Highway 11, Map 17, Parcel 42.0 from R-1, Suburban Residential to C-1, Rural Center (6th Legislative District) be approved. On Roll Call, the motion failed with a vote of 5 to 3 with Masingo, Park and Bryant voting in favor of the Resolution.

BUILDING
INSPECTOR
REPORT

Mr. Doug Lawrence presented the Building Inspector's Report:

Permits-----33	Value-----\$830,975
Fees-----\$1,519	Taxes-----\$5,289

NOTARIES
APPROVED

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

Lesly Hamilton Brown, Paula J. Johnson, Hester L. Scarbrough, Sheila A. Everett, Sharon J. Waller, Polly A. Harris, & Jinni B. Redmond.

The vote was unanimous.

COURT
ADJOURNED

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

County Executive

County Clerk

LOUDON COUNTY COMMISSION

RESOLUTION NO. 64-90

RESOLUTION AUTHORIZING COUNTY COMMISSION
CABLE TELEVISION COMMITTEE TO REQUEST PROPOSALS
AND TO INVESTIGATE, NEGOTIATE AND EVALUATE AS NECESSARY

WHEREAS, the Cities of Lenoir City and Loudon in 1975, and Loudon County in 1976, issued franchises to Loudon County Cable TV, Inc., for the providing of cable television services in their respective jurisdictions, the present successor to said company being Cooke Cablevision, Inc. (Cooke); and

WHEREAS, certain partnerships or corporations backed by United Artists several weeks ago requested approval from all three jurisdictions for a transfer of the cable franchises from Cooke to the proposed new buyer, which request also included a request for an extension of the franchise period for five years; and

WHEREAS, a committee was appointed by the Loudon County Commission to meet with committees from the City of Loudon and the City of Lenoir City to jointly negotiate the details of any such transfer and sale and make a recommendation back to their governing bodies; and

WHEREAS, the joint committee has met on several occasions and had discussions with representatives from United Artists, but that it now appears that United Artists' proposal possibly may be withdrawn, but if so, that other persons involved with the United Artists proposal, or possibly others, may still be interested in purchasing Cooke Cablevision's franchise in Loudon County; and

WHEREAS, as a part of the process of evaluating the proposed purchase by the new company, and transfer of the franchise to the new company, it has been determined that the future legal status of the Cooke Cablevision franchise has changed because of the apparent failure of Cooke or its predecessors to

Exhibit A

follow the provisions of the Federal Communications Commission regulations concerning rendering its "Notice of Intent to Renew" to the franchising authorities in Loudon County, and that accordingly many of the legal protections that ordinarily accrue to an incumbent franchisee have been lost, and further there is the legal question as to the probable duty of a governmental franchising authority to advertise for proposals; and

WHEREAS, it has been apparent to the joint committee that any substantial purchase price to be paid for the Loudon County franchises by a proposed purchaser, because the plant in Loudon County is old and outdated and needs almost complete replacement, means that the cost of purchase of the franchise plus the cost of construction of a new plant could cause the new cable company to have to raise the monthly service rates to the subscribers throughout the Loudon County systems substantially, or in the alternative at least, it could be a number of years before customer service and the system itself are upgraded; and

WHEREAS, the City of Loudon has been investigating for several months the possibility of itself providing cable television as a service of the municipality, and Loudon at the present indicates that it would like to continue to proceed jointly with Lenoir City and Loudon County, with an option to elect to go separately at a later date if circumstances deem it desirable to do so; and

WHEREAS, it appears that inasmuch as the franchise period for the present holder of the franchise, Cooke Cablevision, appears to expire in October and November of 1990, that there is a considerable amount of investigation, negotiation and evaluation to be accomplished in a short period of time, but that it appears that under any circumstances it probably will be advisable for the County, as well as for the cities of Lenoir City and Loudon, jointly to request proposals from interested companies (including the present franchisee), for the provision of cable television

services for the next several years to the Loudon County jurisdictions;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled on this the 2nd day of April, 1990, that the Loudon Cable Commission Cable Television Committee, working separately, or in concert with the joint cable television committee composed of representatives of the City of Loudon and the City of Lenoir City, as the County Cable Committee deems fit, be authorized to proceed within its best discretion to decide whether to request proposals for the furnishing of cable television services for a new franchise period, and to obligate the County to a reasonable expense for professional consulting services if the committee deems it necessary, it being understood that reimbursement of this expense will be requested to be paid by companies rendering proposals, and/or by the company awarded the franchise; and that the committee also be authorized to proceed to investigate the possibility of joining with the City of Loudon and/or the City of Lenoir City to establish its own cable television service; and that further, the approval of this Resolution is conditioned upon any final decision as to the awarding of a franchise being referred back to this Commission for final approval.

COUNTY CHAIRMAN

APPROVED:

COUNTY EXECUTIVE

ATTEST:

COUNTY CLERK

PREPARED BY:

COUNTY ATTORNEY

LOUDON COUNTY COMMISSION
RESOLUTION NO. 65-90

RESOLUTION AUTHORIZING LEASE OF FORMER
GLENDALE ELEMENTARY SCHOOL PROPERTY TO
GLENDALE COMMUNITY CLUB, INC.

WHEREAS, the Glendale Elementary School, located at or near the intersection of State Highway 95 and Davis Ferry Road in the Third Civil District of Loudon County, Tennessee, has been closed for several years; and

WHEREAS, by general agreement, one of the buildings has been left standing, and the Glendale Community Club, Inc., has maintained one of the buildings, and the grounds, including a softball field, etc., for the use of the community and general community activities, and also for the purpose of holding County public elections; and

WHEREAS, the Glendale Community Club desires to continue to maintain the property but would desire a formalized agreement so that its members will feel more comfortable in spending additional money and time on improving the property, in addition to the valuable improvements that have been made in the past; and

WHEREAS, the Loudon County Commission has made similar agreements with other communities concerning property formerly used for educational and public purposes, and is willing to make a similar agreement with the Glendale community;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled on this the 2nd day of April, 1990, that the County Executive be authorized to enter into a lease agreement with the Glendale Community Club, in substantial accordance with the suggested lease agreement which is attached hereto as an exhibit to this resolution.

APPROVED:

ATTEST:

COUNTY CLERK

PREPARED BY:

COUNTY ATTORNEY

COUNTY CHAIRMAN

George M. Miller

COUNTY EXECUTIVE

E. Yulish B

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LEASE

THIS LEASE made and entered into this _____ day of April, 1990, by and between LOUDON COUNTY, a political subdivision of the State of Tennessee, hereinafter called Lessor, and GLENDALE COMMUNITY CLUB, INC., a non-profit Tennessee corporation serving as a community organization working toward the welfare of the Glendale community, in the Third Civil District of Loudon County, Tennessee, hereinafter called Lessee;

WITNESSETH

WHEREAS, the Glendale School located at or near the intersection of State Highway 95 and the Davis Ferry Road, was closed by the Loudon County Board of Education several years ago; and

WHEREAS, by agreement, one of the buildings was left standing for several years, and it and the grounds have been maintained and used by the Glendale Community Club for the purpose of carrying on various community-related activities, including the use of the building for the holding of public elections in Loudon County; and

WHEREAS, the community desires to continue the use and maintenance of this building, the recreation field and the acreage associated with it, being approximately _____ acres, and being designated on Map _____ Parcel _____ in the Property Assessor's Office (a copy of the Property Assessor's tax map being attached hereto as a description).

IN CONSIDERATION THEREOF, the Lessee covenants and agrees with Lessor as follows:

1. That it will keep proper maintenance of said property and keep the premises presentable and in a good state of repair.
2. To use the premises for community service activities including properly supervised private activities similar to those authorized in other places of public assemblage.
3. To assure that the premises are not used illegally in any way.

Lessee's C

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4. To keep the utilities and all other expenses paid on said premises during the term of this lease.

5. To safeguard and indemnify Lessor from any liability growing out of any accidents or incidents that may happen by the use of said proeprty by Lessee, or used by those authorized by Lessee, it being understood, however, that Lessor will remain responsible for the negligence of any of its officials, employees and/or agents arising out of the use of the premises by the county for County official activities and events (e.g. public elections).

IT IS FURTHER AGREED:

6. This lease is for a period of one (1) year, which shall automatically be extended for one (1) year at a time, for a total of ten (10) years unless cancelled by either party in writing on or before sixty (60) days prior to the lease expiration date.

7. Lessor may assume or retake possession of the leased property, due to the Lessee's failure to maintain said property, failure to keep the premises maintained, or upon Lessee's failure to comply with the lease agreement, or in the event that Lessee shall become inactive as an organization; provided that Lessee shall first recieve notice in writing of any default, and have sixty (60) days within which to correct any deficiencies.

8. Lessor shall have no duty to do any maintenance on said property during the term of this lease.

9. The premises may be used by Lessor, at its option, for county public elections and from time to time for other reasonable public occasions and events.

10. This lease agreement may be amended only by mutual consent in writing.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each copy being an original, on the day and date first above written.

LESSOR

LESSEE

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Personally appeared before me, the undersigned authority, a Notary Public and for said County and State the within named bargainor, _____, with whom I am personally acquainted, and who acknowledges that he is the _____ of the GLENDALE COMMUNITY CLUB, INC., a non-profit Tennessee corporation, and he as such _____, being authorized so to do, executed the within instrument for the purposes contained therein by signing the name of the corporation, by himself as said _____.

Witness my hand and official seal at _____ County, Tennessee, this _____ day of _____, 1990.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State the within named bargainor, GEORGE M. MILLER, with whom I am personally acquainted, and who acknowledges that he is the County Executive of Loudon County, Tennessee, a political subdivision of the State of Tennessee, and he, as such County Executive, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of Loudon County, by himself as County Executive.

Witness my hand and seal at office in Loudon County, Tennessee, this _____ day of _____, 1990.

Notary Public

My commission expires: _____

LOUDON COUNTY HIGHWAY DEPARTMENT
 BUDGET AMENDMENTS
 March 22, 1990

<u>ACCOUNT NO. 131</u>	<u>DR.</u>	<u>CR.</u>
62000-143 Operators	12,000.00	
62000-351 Rentals	12,000.00	
62000-405 Asphalt-Liquid	5,317.00	
62000-403 Asphalt-Cold Mix		29,317.00
68000-714 Highway Equipment	10,000.00	
63100-417 Equipment Parts-Light		10,000.00
62000-399 Other Contracted Services	2,000.00	
62000-147 Truck Drivers		2,000.00
 <u>ACCOUNT NO. 131 - SUBFUND 181</u>		
61000-142 Mechanics	5,000.00	
63100-425 Gasoline		5,000.00
65000-423 Fuel Oil	956.00	
63100-417 Equipment Parts-Light	350.00	
65000-415 Electricity		1,306.00

Don Palmer

 Don Palmer
 Road Superintendent

Exp. Robert D

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Loudon County Board of Education

A. EDWARD HEADLEE, SUPERINTENDENT

P. O. DRAWER 0
LOUDON, TENNESSEE 37774
PHONE 615-458-5411

SUPERVISORS

Gary J. Dutton — Special Education, Secondary
James L. McGhee — Elementary
Jacqueline Williams — Language Arts



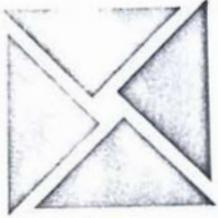
SUPERVISORS

James Fields — Transportation, Attendance
Jean McCall — Food Services

TO: Loudon County Commissioners
FROM: Loudon County School Board
RE: Tentative Budget 1990-91
DATE: April 4, 1990

71000	Administration	127,236
72100	Instruction	5,733,658
72200	Education for Handicapped	931,643
72300	Vocational Education	676,005
73100	Attendance	322,872
73200	Health Services	902
73300	Food Services	399,321
73500	Transportation	559,830
73600	Operation of Plant	909,700
73700	Maintenance of Plant	1,500
75100	Other Charges	268,070
75200	Employee Benefits	403,084
76000	Capital Outlay	16,500
77200	Payments to Other Systems	52,700
77300	Adult Education	9,658
77900	Other	33,000
81300	Debt Service	63,158
	TOTAL	10,508,837

This budget is prepared only to meet the law requirements and is not a true reflection of our budget needs. Our board is currently reviewing requests for 1990-91 and will formulate an accurate budget request based on these needs.



Loudon County Regional Planning Commission

P.O. Box 48
Loudon, Tennessee 37774

MEMORANDUM

TO: County Executive George Miller and Loudon County
Commission

FROM: Patrick Phillips

RE: General Report - Loudon County Regional Planning
Commission

DATE: April 2, 1990

The Loudon County Regional Planning Commission met on March 8, 1990 to discuss and consider the following:

- Recommended that property on Beals Chapel Road, Map 24, Parcel 90.1 not be rezoned from A-2, Rural Residential to C-1, Rural Center
- Recommended that property on Hwy. 11, Map 17, Parcel 42.0 not be rezoned from R-1, Suburban Residential to C-1, Rural Center
- Heard Building Commissioner's Report for February

LCRPC

PP:cl

615-588-4470

By Select 7

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RESOLUTION 66-90

A RESOLUTION TO AMEND THE ZONING RESOLUTION OF LOUDON COUNTY, TENNESSEE PURSUANT TO TENNESSEE CODE ANNOTATED 13-7-105 AMENDING ARTICLE 5, ZONING DISTRICT SECTION 5.041, A-1, AGRICULTURE FORESTRY DISTRICT & SECTION 5.042, A-2, RURAL RESIDENTIAL DISTRICT

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

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

WHEREAS, in order to promote sources of employment for persons residing in the more rural areas of the county these regulations are created to encourage small unobtrusive light manufacturing uses which do not conflict with the district nor create undesirable uses for the community or adjoining properties.

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

Section 1. Article 5, Section 5.041. A-1, Agriculture Forestry District C. Uses Permitted As Special Exception be amended adding 13. Light Manufacturing Uses

Light manufacturing uses are permitted as a special exception subject to provisions herein established. In considering the special exception, the board shall consider impacts on adjoining properties and determine whether the proposed use meets the spirit and intent of this resolution. Approval of a special exception may be granted provided the following requirements are met and subject to such restrictions as the Board may deem necessary:

- Use is permitted only on the same property as a primary residence and shall be located in an accessory structure.
- The manufacturing use (process and storage) shall not occupy more than 1,500 square feet.
- There shall be no exterior storage of materials nor shall the exterior appearance of the structure indicate that any use is occurring which would not be customarily permitted as an accessory use within the district.
- There shall be no more than three persons employed at any one time.
- The applicant for the special exception shall reside in the primary residence and shall be employed in the manufacturing operation.
- The property shall be not less than 3 acres in size.

Light Manufacturing Uses Permitted As A Special Exception

- Woodworking
- Light metal fabrication

Exp. Robert H.

- Furniture Upholstering
- Arts and crafts manufacturing
- Any use of a similar character

Section 2. Article 5, Section 5.042. A-2, Rural Residential District C. Uses Permitted As Special Exception be amended adding 14. Light Manufacturing Uses.

Light manufacturing uses are permitted as a special exception subject to provisions herein established. In considering the special exception, the board shall consider impacts on adjoining properties and determine whether the proposed use meets the spirit and intent of this resolution. Approval of a special exception may be granted provided the following requirements are met and subject to such restrictions as the Board may deem necessary:

- Use is permitted only on the same property as a primary residence and shall be located in an accessory structure.
- The manufacturing use (process and storage) shall not occupy more than 1,500 square feet.
- There shall be no exterior storage of materials nor shall the exterior appearance of the structure indicate that any use is occurring which would not be customarily permitted as an accessory use within the district.
- There shall be no more than three persons employed at any one time.
- The applicant for the special exception shall reside in the primary residence and shall be employed in the manufacturing operation.
- The property shall be not less than 3 acres in size.

Light Manufacturing Uses Permitted As A Special Exception

- Woodworking
- Light metal fabrication
- Furniture Upholstering
- Arts and crafts manufacturing
- Any use of a similar character

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

County Executive

Attest

April 2, 1990
Adopted