

OPENING OF COURT

BE IT REMEMBERED that the Quarterly County Court of Loudon County met on December 3, 1973, at 7:00 P. M. with the Honorable Harvey L. Sproul, County Judge, presiding and with Mrs. Addie Ruth Clarke and Mr. Edward Alexander, Clerk of said Court present; whereupon Sheriff Russell led the Pledge of Allegiance and opened Court.

Upon roll-call, all Squires wre present as follows:

ROLL CALL

J. J. Blair	Curtis A. Williams
I. D. Conner	Henry C. Foster
J. G. Hudson	R. P. Hamilton
Boyd Duckworth	James M. Hartsook
Roy Bledsoe	

The Chair declared a quorum present.

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NOV. 5 MINUTES  
APPROVED

The minutes of the regular meeting of November 5, 1973, were read and upon motion by Squire Conner, seconded by Squire Hudson, were unanimously approved as read.

NOV. 12 ADJ. MINUTES  
APPROVED

The minutes of the adjourned session of November 12, 1973, were synopsised by Judge Sproul, a copy of said minutes having been received in writing by mail by the Justices, and upon motion by Squire Williams, seconded by Squire Bledsoe, were unanimously approved as written.

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OPEN DISCUSSION

HOT MIX PAVING CO.  
REQUEST

A representative of the Hot Mix Paving Company was present indicating that his company was working on the New Interstate as a sub-contractor providing hot mix asphalt and that he had been stopped from proceeding because of a failure to comply with the Loudon County Zoning Regulations. He further indicated that another company had also been stopped for the same reason but was also in gross violation of State pollution regulations. He stated his own company met all of the requirements concerning air pollution and stream pollution, and that time was becoming a factor in the completion of the Interstate. Judge Sproul indicated that the Loudon County Planning Commission had considered some of the problems that had arisen from the construction of the Interstate, and was recommending to the Quarterly Court a revision of the Zoning Resolution to allow the issuance of a temporary permit in situations where there was a need such as was involved in the Interstate situation subject to review by the Planning Commission and subject to compliance with State and Local Regulations concerning air and water pollution, etc., but that the public hearing and vote could not be held until the Quarterly Court meeting in January.

After discussion, wherein it was felt that the firm had met the intent or the proposed change in regulations and inasmuch as the change in regulations was recommended by the Planning Commission, it was moved by Squire Hamilton, seconded by Squire Blair, and unanimously approved that it be the intent of the Quarterly Court that Hot Mix Incorporated be allowed to proceed, with the Zoning Resolution not to be enforced inasmuch as it would be the intent and commitment of the Quarterly Court to approve a change to the Zoning Resolution, the Chair ruling that this would be allowed if the vote were unanimous.

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Judge Sproul explained that the advisability of whether or not Loudon County should exempt itself from the new Local Government Liability Act was still not answered to his satisfaction, that there was additional study being undertaken by various advisory groups to Counties, and that the Act became effective on January 1, 1974, although the County had until January 1, 1975, to exempt itself, which left a questionable hiatus period. It was then moved by Squire Blair, seconded by Squire Hartsook, and unanimously approved that Loudon County exempt itself from the provisions of Tennessee Acts of 1973, with the County to take further action on this matter when additional information was available, which motion passed unanimously on a roll-call vote.

LOCAL GOVERNMENT  
LIABILITY ACT --  
LOUDON CO. EXEMPTED

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Squire Duckworth asked that the matter concerning the County Court meeting on Mondays or Saturdays, or having all of its meetings at night be passed until the next agenda.

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Concerning the A. W. Carpenter rezoning matter, it was moved by Squire Conner, seconded by Squire Williams, that a Public Hearing on his petition to rezone a certain area bordering U. S. Highway 411 in the Third Civil District, which matter was presently pending before the Loudon County Planning Commission for recommendation, be set for 9:00 A. M. on January 7, 1974, which motion passed unanimously.

REZONING - PUBLIC  
HEARING CALLED ON  
A. W. CARPENTER  
REQUEST

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It was moved by Squire Conner, seconded by Squire Hartsook, and unanimously approved that the closing of a portion of the Old Loudon Road South of the John Browder dwelling be approved in principal with the final details and recommendation to be worked out between the Road Commissioner, the Loudon County Planning Commission, the Loudon County Planning Commission having recommended the closing of the road in principal, with Mr. Browder to give an alternate route right-of-way of 50 feet.

ROAD CLOSING AUTHORIZED  
OLD LOUDON ROAD AT  
JOHN BROWDER'S

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TELLICO PROJECT--  
ROAD REPLACEMENT  
CONTRACT HELD UP

Judge Sproul explained that it had been several months and even years since the Quarterly Court had approved a contract, or parts thereof, between TVA and Loudon County concerning replacement of roads affected by the Tellico Project, but that although the County had approved it TVA had never approved it pending an environmental lawsuit in Federal Court. The U. S. District Court had now approved proceeding with the project (although the matter was still on appeal) and that TVA was now involved in the decision of whether or not to go ahead with the contract unless the County agreed to an additional proviso in the contract stating that the contract be ineffective if the Tellico Project was not completed. It was moved by Squire Blair, seconded by Squire Foster, that the Quarterly Court withdraw its approval of the previous contract and refer the matter back to the Planning Commission and to the County Court Tellico Road Committee for further consideration and recommendation in view of the time that had lapsed since the first approval and the possibility that changes might be in order, which motion passed unanimously.

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Judge Sproul announced that in accordance with the resolution of the Quarterly Court at its last meeting, he had appointed the following persons as members of a committee to consider and recommend a Private Act that would provide among other things for the election of School Board members in Loudon County by popular election:

SCHOOL BOARD --  
APPT. OF COMM. &  
RECOMMENDATION  
OF PVT. ACT

Justices of the Peace: Henry Foster  
Boyd Duckworth  
J. G. Hudson

School Board members: Jim Bailey  
Ted Wampler  
J. B. Hagler

Citizens: Don Brown  
Beulah Davis  
Lee Thompson, Jr.

Judge Sproul explained that the members of the committee had met and did have a recommendation but that it should be emphasized that the recommendation was a joint recommendation of the entire committee and did not represent the thoughts of any one member as such nor did it indicate that any of the such members necessarily endorsed the idea of popular election of School Board members. He further indicated that a rough draft copy of the proposed Act had been sent to the Quarterly Court members several days earlier for their consideration before the Quarterly Court meeting. After some comments, it was moved by Squire Blair that the Act as recommended by the Committee be recommended by the Quarterly Court to the Loudon County Legislators for adoption as a Private Act to come back for consideration of ratification by a public referendum as provided in the proposed Private Act. There being no second to Squire Blair's motion, the Chair declared the motion failed, at which time Squire Blair asked that the matter be placed again upon the agenda at the next term of Court.

TO BE RECONSIDERED

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CJC BIDS

Judge Sproul indicated that the invitations to bid on the County Justice Center had been sent out and that the bids were to be opened on December 11, 1973, at 2:00 P. M.

APPTS. TO LCLEA

He further indicated that he had received official notification from the City of Loudon and the City of Lenoir City as to their nominations to the Loudon County Law Enforcement Agency (County Justice Center Advisory Committee) and that copies of the letters would be attached to the minutes as exhibits A and B, the City of Lenoir City having designated Tom McNabb, Police Commissioner, as representative on the Board, and the City of Loudon having designated its Administrator, Gary Hensley. He further explained that it was his understanding that the Board had had its meeting and under the provision of the contract had elected a fifth member namely Jack Henry, notification being attached as Exhibit C.

ELECTION OF 5th MEMBER

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TRANSFER STATION -  
CONTRACTS WITH PHIL.  
& GRNBK. APPROVED

Judge Sproul explained that the Solid Waste Management Division of Department of Health had indicated that in order for the County to get credit for the 75¢ per capita grant for the people living inside the limits of the municipalities of Philadelphia and Greenback that a contract with these two municipalities had to be provided to the State, and that he had drawn such contracts similar to the contracts with Lenoir City and Loudon with appropriate provisions in view of the fact that Philadelphia and Greenback do not operate a collection system. It was then moved by Squire Hudson, seconded by Squire Duckworth, and unanimously approved on a roll-call vote, that Solid Waste Disposal Contracts for the use of the County Transfer Station, be approved with the municipalities of Philadelphia and Greenback, copies of such contracts being attached to these minutes as Exhibits D and E respectively.

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ENERGY ADVISORY BD.  
APPOINTED

In response to the request and authorization made by the Loudon County Quarterly Court at its last meeting as to the appointment of an Energy Advisory Committee or Board, the following persons have been requested or designated by the appropriate agency to serve on this committee, with the Civil Defense Director to serve as Co-ordinator:

- Lenoir City School Board - Gerald Hamby
- Loudon County School Board - J. B. Hagler
- City of Greenback - E. R. Tarwater
- Lenoir City Schools - Dr. Ross Wilson
- Lenoir City Utilities - Kenneth Dutton
- City of Philadelphia - Eddie Brewster
- Loudon Utilities - Charles Burnette
- Union Carbide (Industry) - Ray Birkholtz
- County Judge - Harvey L. Sproul
- Civil Defense Director - Ted Randolph

The Committee has met and has began to formulate some suggestions and recommendations as to ways in which energy can be conserved, but the Committee is not expected to meet again until after Congress acts on the energy measures which they have under consideration.

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HOSPITAL REPORT

Squire Conner reported that the Hospital has had an in-service training session for doctors and medical staff, that co-operation concerning leasing a station for ambulances for Monroe County has been accomplished. The Hospital Board is further looking forward to working with the Overlook Mental Health Center with the possibility that facilities in the old hospital will be used for the conducting of activities of this center which is to be an extension of mental health services to be offered on a local basis as a satellite of the Overlook Mental Health Center located on the Eastern State campus. The Hospital had voted to go in with 15 other hospitals in a buying combine in order to get better prices on services and supplies. He further reported that the ambulance department had received \$2722 in October and had spent \$6,010.52 for a total loss of \$3288.52. There were 120 calls and the collection rate was 60.16% with a total deficit to date being \$33,506.93.

AMBULANCE SERVICE  
STUDY REFERRED TO  
BUDGET COMMITTEE

Squire Conner indicated to the Court that the Hospital Board had voted to request the Quarterly Court to take some specific action to pay for the deficit of the ambulance service on a regular basis. It was moved by Squire Hamilton, seconded by Squire Williams and unanimously approved that the request of the Hospital Board concerning paying the ambulance service deficit be referred to the Budget Committee for consideration as to the total picture concerning revenue, collection, possible reimbursement of deficits by the County, and general operation of the ambulance service with a recommendation to be made back to the Quarterly Court as soon as possible.

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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, attached to these minutes as Exhibit 7 be adopted.

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Squire Foster moved that the Quarterly Court adopt a resolution providing in general as follows:

MID-EAST COMMUNITY  
ACTION AGENCY

That the Executive Director or Chairman of the Mid-East Community Action Agency deliver to the Loudon County Court Clerk's office on or before 12 noon, December 4, 1973, the following:

1. List of all Boards and Committees of the Community Action Agency and the names of each member of each Committee.

2. A copy of the bonds covering the Chairman, Vice-Chairman, Secretary and Treasurer.

3. The minutes of all meetings since the charter took effect on May 5, 1972, to include a copy of the agenda and a copy of the published notice in the newspaper.

The motion was seconded by Squire Duckworth. During discussion Squire Foster amended his motion to state that the information is "requested" rather than "directed" inasmuch as the Mid-East Community Action Agency is a private organization.

The Chair declared that the motion was out of order in accordance with the rules and procedures followed by the Loudon County Quarterly Court in that there had been no specific notice of the matter to be considered placed on the agenda. The Chair further ruled that to amend the rules and procedures of the Quarterly Court also was not on the agenda but that if there was no objection by any member of the Quarterly Court that the Chair would then allow a motion for the general practice and rules of the Court to be suspended for the purposes of considering Squire Foster's original motion. It was then moved by Squire Foster, seconded by Squire Duckworth, that the Quarterly Court rules and general practice be suspended for the purpose of considering the original motion made by Squire Foster, with the Chair's ruling to be that it would require a unanimous vote in order to suspend the rules. Upon roll-call vote Squire Blair voted "no", at which time Squire Foster asked that further roll call be dispensed with.

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It was moved by Squire Hartsook, and seconded by Squire Conner, that the proposed contract with the City of Lenoir City for the development of the Fort Loudoun Industrial Park, as attached to these minutes as Exhibit g, be approved by the Quarterly Court in accordance with the Committee's original recommendation, and that if Lenoir City felt that further negotiation was necessary, that this could be accomplished, but that if they were satisfied and would not pursue their request for changes further, then the contract would be approved as attached hereto, which motion passed unanimously on a roll-call vote.

FORT LOUDOUN INDUSTRIAL  
PARK CONTRACT WITH  
LENOIR CITY APPROVED

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It was moved by Squire Blair, seconded by Squire Foster, that the following notary publics be elected:

NOTARY PUBLIC  
ELECTED

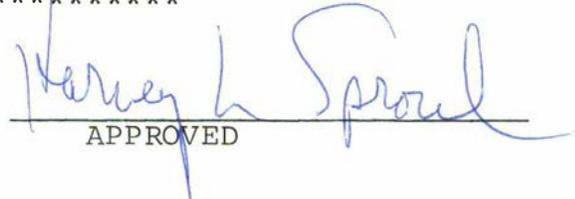
Lillian W. Lovelace

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It was moved by Squire Blair, seconded by Squire Bledsoe, that the meeting be adjourned at 10:25 P. M., which motion was unanimously approved.

ADJOURNMENT  
10:25 P. M.

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APPROVED

Joe M. Carter Mayor

E. V. WATKINS, RECORDER  
S. VIRGINIA BURNETTE  
DEPUTY RECORDER

HAMILL B. CAREY, COMMISSIONER  
EUGENE LAMBERT, COMMISSIONER

BERNIE R. SWINEY, COMMISSIONER  
AILEEN K. RICHESIN, COMMISSIONER

## CITY OF LOUDON

Loudon, Tennessee 37774

August 23, 1973

Judge Harvey L. Sproul  
County of Loudon  
Loudon, TN 37774

Dear Judge Sproul:

The City of Loudon has officially designated the City Administrator Gary H. Hensley as a member to serve on the Law Enforcement Agency Committee.

A copy of the Resolution authorizing the above action is attached.

Very truly yours,

*Eugene Lambert*  
Eugene Lambert

EL:VLB  
Attachment

*Exp. Hensley A*

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RESOLUTION AUTHORIZING THE CITY OF LOUDON TO ENTER INTO  
CONTRACT WITH LENOIR CITY AND LOUDON COUNTY FOR THE  
FORMATION AND OPERATION OF A CO-OPERATIVE LOUDON COUNTY  
LAW ENFORCEMENT AGENCY AND TO CONTRIBUTE ITS SHARE OF  
THE FUNDS

BE IT RESOLVED By the Mayor and Commissioners of the City of Loudon, Tennessee, that the contract between Loudon County, Tennessee, the City of Lenoir City, Tennessee, and the Town of Loudon, Tennessee relating to the joint operation of a County Justice Center, a copy of which contract is attached hereto and made a part of this Resolution and is adopted herein by reference is hereby approved in all of its details which have been reviewed and studied by the City Council of the City of Loudon, Tennessee, it being the opinion of the Mayor and Commissioners of the City of Loudon, Tennessee, that said contract is to the best interest and advantage of the City of Loudon.

BE IT FURTHER RESOLVED, That the Mayor and City Recorder of the City of Loudon, Tennessee, are hereby authorized and empowered to execute copies of said contract for exchange of the various parties hereto and for submission to any Federal Authorities.

BE IT FURTHER RESOLVED, that Gary Hensley, City Administrator, of the City of Loudon, Tennessee, who has been appointed as the City of Loudon representative on the Loudon County Law Enforcement Agency, created under said contract, is hereby authorized to execute any and all documents that are necessary for his participation in and as a member of said Agency.

BE IT FURTHER RESOLVED, that the City Treasurer of the City of Loudon, Tennessee, is hereby authorized to make all payments required of the City of Loudon under said contract, without further authority being granted to him by the City Council.

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

ALDERMAN  
CURTIS T. KEENER  
DON KELLEY  
THOMAS McNABB  
JOHN A. ROBERTS  
NATHAN TINDER  
HARRY WAMPLER



HENRY C. FOSTER  
RECORDER-TREASURER  
BLAND D. WINFREY  
CITY ATTORNEY  
KENNETH DUTTON, MANAGER  
UTILITIES DEPARTMENT

LENOIR CITY, TENNESSEE  
37771

August 15, 1973

Honorable Judge Harvey Sproul  
County of Loudon  
Loudon County Court House  
Loudon, Tennessee 37774

Dear Judge Sproul:

At the regular meeting of the Lenoir City Council Monday, August 13, 1973, Thomas A. McNabb was appointed as Lenoir City's member to the Criminal Justice Center Committee.

Yours truly,

CITY OF LENOIR CITY

Joe D. Grayson, Mayor

JDG/bh

Exhibit B

A G R E E M E N T

This Agreement made the 26<sup>th</sup> day of November, 1973, by and between the County of Loudon, a political subdivision of the State of Tennessee, hereinafter called the County, and the municipality of Philadelphia, hereinafter called the City.

Whereas, certain restrictions and regulations have been adopted by the State of Tennessee which require the proper operation of sanitary landfills under the strict rules and regulations of the State of Tennessee; and

Whereas, the County of Loudon is willing to manage a solid waste disposal operation for the benefit of the municipalities of Loudon County, and as a basis for a possible future container collection system in the County, in addition to whatever assistance the County might be able to give now to any private collectors involved in solid waste collection in Loudon County; and

Whereas, the State of Tennessee is now offering a grant of 75¢ per capita to go toward the operation of a "certified" sanitary landfill, which the County of Loudon and its Cities and any private collectors may have the advantage of if joint agreement is made, and if certification is obtained for the operation of a proper solid waste disposal system;

NOW THEREFORE BE IT AGREED by and between the parties as follows:

1. It is hereby agreed that Loudon County will manage, operate, and control the operation of the "transfer station" as a part of the solid waste disposal operation, and will provide the necessary personnel to operate the transfer station (the station to be constructed and set up by David Witherspoon, Inc. as a part of the contract with the County); that the County will provide the utilities as well as the land and site for the location of the transfer station, and provide reasonable security arrangements, with the County agreeing to apply for the State 75¢ per capita grant for all persons located in Loudon County, and

the City agrees for Loudon County to make this application or to execute the papers to apply for the grant if necessary.

2. In return for the use of the Transfer Station to dispose of all "solid waste" as defined in the State Statutes and in the Witherspoon contract, the Town of Philadelphia agrees to execute and sign the application papers for the State grant if necessary, and to assign and/or pay over to the County of Loudon all monies received from the State as a part of its grant and subsidation of the program.

3. The duration of this contract is co-existent with the David Witherspoon Contract. It is hereby agreed by all the Parties to this contract that each will be bound to the terms of the Agreement with David Witherspoon, Inc., and if any of the governmental entities or parties to this contract should desire not to continue this contract that it may give withdrawal notice to the other party at the end of any of the year intervals, if done in writing at least 30 days before the end of the Witherspoon contract year.

4. It is agreed that the County, if it deems it necessary or desirable, may make individual charges of a reasonable permit fee for any County resident or business outside the corporate limits of the City who may choose to haul waste to the transfer station on an individual basis with such charges to go toward the County's cost of maintaining the transfer station.

5. It is specifically agreed that this contract will automatically renew from year to year, subject to the other terms as to its termination herein set forth, provided that either party may cancel and terminate the contract by giving thirty days' written notice in advance of July 1 of each year.

County of Loudon

By: Harvey L. Samuel

Town of Philadelphia

By: Bob Blodgett Mayor

Exp. 12/1/80

A G R E E M E N T

This Agreement made the 25<sup>th</sup> day of November 1973, by and between the County of Loudon, a political subdivision of the State of Tennessee, hereinafter called the County, and the municipality of Greenback, hereinafter called the City.

Whereas, certain restrictions and regulations have been adopted by the State of Tennessee which require the proper operation of sanitary landfills under the strict rules and regulations of the State of Tennessee; and

Whereas, the County of Loudon is willing to manage a solid waste disposal operation for the benefit of the municipalities of Loudon County, and as a basis for a possible future container collection system in the County, in addition to whatever assistance the County might be able to give now to any private collectors involved in solid waste collection in Loudon County; and

Whereas, the State of Tennessee is now offering a grant of 75¢ per capita to go toward the operation of a "certified" sanitary landfill, which the County of Loudon and its Cities and any private collectors may have the advantage of if joint agreement is made, and if certification is obtained for the operation of a proper solid waste disposal system;

NOW THEREFORE BE IT AGREED by and between the parties as follows:

1. It is hereby agreed that Loudon County will manage, operate, and control the operation of the "transfer station" as a part of the solid waste disposal operation, and will provide the necessary personnel to operate the transfer station (the station to be constructed and set up by David Witherspoon, Inc. as a part of the contract with the County); that the County will provide the utilities as well as the land and site for the location of the transfer station, and provide reasonable security arrangements, with the County agreeing to apply for the State 75¢ per capita grant for all persons located in Loudon County, and

*Copy held by E*

the City agrees for Loudon County to make this application or to execute the papers to apply for the grant if necessary.

2. In return for the use of the Transfer Station to dispose of all "solid waste" as defined in the State Statutes and in the Witherspoon contract, the Town of Greenback agrees to execute and sign the application papers for the State grant if necessary, and to assign and/or pay over to the County of Loudon all monies received from the State as a part of its grant and subsidation of the program.

3. The duration of this contract is co-existent with the David Witherspoon Contract. It is hereby agreed by all the Parties to this contract that each will be bound to the terms of the Agreement with David Witherspoon, Inc., and if any of the governmental entities or parties to this contract should desire not to continue this contract that it may give withdrawal notice to the other party at the end of any of the year intervals, if done in writing at least 30 days before the end of the Witherspoon contract year.

4. It is agreed that the County, if it deems it necessary or desirable, may make individual charges of a reasonable permit fee for any County resident or business outside the corporate limits of the City who may choose to haul waste to the transfer station on an individual basis with such charges to go toward the County's cost of maintaining the transfer station

5. It is specifically agreed that this contract will automatically renew from year to year, subject to the other terms as to its termination herein set forth, provided that either party may cancel and terminate the contract by giving thirty days' written notice in advance of July 1 of each year.

County of Loudon

By: Harvey L Sprad

Town of Greenback

By: Geo. Hedges, Recorder  
Ben Nasson, Mayor (Mayor)

Exhibit E

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TENNESSEE  
STATE DEPARTMENT OF EDUCATION  
OFFICE OF COMMISSIONER  
NASHVILLE 37219

October 3, 1973

Mr. A. C. Dukes, Sr., Superintendent  
Loudon County Schools  
Loudon, Tennessee 37774

Dear Mr. Dukes:

Your requested Amendment No. 1 of September 18, 1973 for amending Project Number 74.01 under Title I, Public Law 89-10 as amended, has been reviewed by this office. Your request is approved as follows:

Decrease

FY 74 Unprogrammed Allotment Balance \$38,843.00

Increase

2210.31	Regular Teachers	\$ 912.00	✓
2210.32	Substitute Teachers	600.00	✓
2210.9	Other Salaries - Teacher Aides	22,820.00	✓
2220.2	Consultant Fees	200.00	✓
2220.9	Other Contracted Services for Instr.	84.00	✓
2230.1	Teaching Supplies	8,850.00	✓
2851.21	Contributions to Social Security	1,488.34	✓
2851.22	Social Security Handling Charges	11.00	✓
2851.1	Contributions to Local Retirement	3,036.66	✓
2851.4	Contributions to State Teacher Retirement	66.00	✓
2352.2	Insurance on Equipment	100.00	✓
3273.31	Equipment for Instruction	675.00	✓
		\$38,843.00	

This increase will adjust the total approved amount of this project from \$128,433.00 to \$167,281.00. Your Title I records and books of account should be adjusted to reflect the above changes.

Sincerely yours,

*Benjamin E. Carmichael*

Benjamin E. Carmichael  
Commissioner

BEC/vg

Exhibit 7

BUDGET AMENDMENTS  
for Agenda 12/3/73

SCHOOLS

<u>Acct.No.</u>		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue		
	(131.9) Other State Revenue	14,400.00	
	Funds from the Mandatory Education P.L. Law 839		
81	Appropriations		14,400.00
	2220 Other Contracted Services		
	To set up revenue and expenditure for services rendered under PL 839.		

TITLE -I- 74/01

Approve Amendment No. 1 to Title -I- 74/01  
(See Attached Sheet)

GENERAL FUND

41	Estimated Revenue	3,700.00	
	144(Juvenile Service Grant)		
81	Appropriation		3,700.00
	(505-46) Car for Juvenile		

Transfer \$10,000.00 from the General Fund Surplus (Acct. 97) to  
The County Garage Capital Account.

*Exp. Budget 7*

AGREEMENT FOR THE DEVELOPMENT OF THE FORT LOUDOUN INDUSTRIAL PARK

This agreement made this 1st day of January, 1974, between the City of Lenoir City, a municipal corporation, and the County of Loudon, a political sub-division of the State of Tennessee.

WHEREAS, for several months, with the assistance and promotion of various local industrial development groups, the City of Lenoir City and the County of Loudon have discussed the joint development of an industrial park located just outside the present city limits of Lenoir City, and immediately West of the Eaton Corporation plant, being approximately 50 acres of land recently purchased by the Fort Loudoun Industrial Development Company and the Lenoir City Committee of 100 from the Lenoir City Company, together with an adjacent 50 acres under option; and

WHEREAS, Loudon County is designated as an EDA Title I area under the Public Works and Economic Development Act of 1965, as amended, and under this Act approved projects in Loudon County are eligible for a 50% grant; and

WHEREAS, the welfare and well-being of the citizens of Lenoir City and Loudon County would be best served by the development of this industrial park;

NOW, THEREFORE, BE IT RESOLVED AND AGREED by the parties as follows:

- (1) The consideration for this agreement is the mutual covenants and agreements embodied therein.
- (2) The name of the proposed industrial park will be the Fort Loudoun Industrial Park.
- (3) The applicant for the grant from the Economic Development Administration or for any other Federal or State grants or assistance requiring one primary applicant will be the City of Lenoir City.
- (4) The County agrees to participate in the project in an amount to match 50% of the net amount paid by the City toward the net total cost of the project, the County's participation, however, being limited to a maximum of \$375,000.

*For our kind at request of July 22 Russell*

*By Robert G*

(5) The City of Lenoir City will be responsible for the supervision and carrying on of the project, with the County agreeing to assist and co-operate in every way possible, limited however to the conditions and provisions of this agreement. It is contemplated that the extent of the County's participation includes the purchase of the 100 acres of land originally contracted for with the Lenoir City Company, and the construction of the necessary sewer lines and water lines into and inside the park, as well as necessary road construction.

(6) The County will be responsible for paying to the City of Lenoir City (irrespective of whether the County gets its contribution to the project from a Farmers Home Administration grant, the sale of bonds, revenue notes, or whatever) increments equal to 50% of identical outlays being made by the City as a part of the proposed project, the City to be responsible for setting up an initial tentative schedule of payments that will be needed for contractors, etc., with the City to then further give two weeks' written notice of any specific incremental payments to be made. It is agreed that if the City should decide to expand the project that it may do so as long as it does not involve the County in any additional expense; and it is specifically agreed the County will not be involved in any additional expense beyond what has been contemplated by the engineer and the City and County officials at the time of the execution of this contract (and as outlined and projected in the EDA grant application) without the additional written consent and approval by the Loudon County Quarterly Court. It is agreed that each political sub-division will be responsible for paying interest on whatever money it may borrow as a part of its contribution to this contract, and such expense will not be considered as a part of the total construction and developmental cost involved in this agreement.

(7) It is agreed in any situations where tax-exempt industrial bonds are sold and any of the land, or buildings thereon, or equipment in such buildings, are considered to be non-taxable because of ownership by a political sub-division or by an industrial bond board or some such other type public

agency, that any agreement for In-Lieu-of-Tax payments will be subject to approval by the Loudon County Quarterly Court, and that any such total amount agreed upon as In-Lieu-of-Tax payments will be divided by agreement between the City and County based on the yearly property tax rates and in direct proportion thereto.

(8) It is further agreed that a joint committee, composed of three members each, will be established as between the City and the County with the committee to make recommendations to the City and to the County as to the establishment of a sale price for the industrial land, said committee to have the specific responsibility in co-ordination with other industrial development agencies, as to the development and operation of the industrial park including the decision as to how parcels shall be divided, and as to whether or not interested prospective industries are acceptable and compatible as prospective industries for the park, etc.

(9) The City will reimburse the County 50% of the net revenue coming into the hands of the City from the lease or sale of property and buildings in the Fort Loudoun Industrial Park, said payments to be paid to the County within thirty days from the date of receipt by the said City. The City will keep an accurate accounting of all expenditures and receipts pertaining to the industrial park, together with substantiation of each item. The County has the right to audit the City's records in the event of a dispute or question concerning the accounting and operation of the industrial park receipts and expenditures.

(10) This agreement is predicated upon and shall become binding upon the City only upon approval of the aforesaid EDA grant.

CITY OF LENOIR CITY

By: Joe D. Grayson  
Joe D. Grayson, Mayor

ATTEST:

Henry C. Foster  
Henry C. Foster,  
City Recorder

LOUDON COUNTY, TENNESSEE

By: Harvey L. Sproul  
Harvey L. Sproul, Judge

ATTEST:

Edward Alexander  
Edward Alexander  
County Court Clerk