

Be it remembered that the Quarterly County Court of Loudon County, met on October 6, 1975, at 7:00 P. M. The Honorable William H. Russell, County Judge, presided and Mrs. Addie Ruth Clarke, Deputy Clerk of said Court was present: Whereupon Chief Deputy Sheriff, Luke Bright, opened Court, led the Pledge of Allegiance to the Flag and introduced the Reverend William Horner, Pastor of the Loudon United Methodist Church, of Loudon, who gave the invocation.

The following Squires were present:

J. J. Blair	James Hartsook
I. D. Conner	Roy Bledsoe
R. P. Hamilton	Curtis Williams
J. G. Hudson	Boyd Duckworth

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MOTION TO DISPENSE WITH READING OF MINUTES

A motion was made by Squire Hudson, seconded by Squire Blair, to dispense with the reading of the minutes of the September 8, 1975, County Court meeting. The vote of approval was unanimous.

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JUDGE'S GENERAL REPORT

Judge Russell announced the committee meeting dates for Loudon County Court Committees during the month of October 1975.

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ADVISORY COMMITTEE REPORT

Judge Russell reported on the activities of the Loudon County Quarterly Court Advisory Committees. This report is attached hereto as Exhibit A.

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IMMUNIZATION MONTH PROCLAMATION

Judge Russell then proclaimed October as Immunization Action Month in Loudon County. His proclamation is attached hereto as Exhibit B.

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LEASE TO L.C.A.A.C. BACON BUILDING SPACE

Judge Russell reported on a meeting between the Loudon County Bacon Committee and the Loudon County Adult Activity Center Organization. Judge Russell reported that the Bacon Building Committee had recommended approval of a lease agreement between Loudon County and the Loudon County Adult Activity Center to provide necessary programs for Loudon County Citizens. Judge Russell reported that the Organization has requested to lease the new wing of the third floor of the Bacon Building and pay the sum of One Thousand Dollars (\$1,000.00) per year

to Loudon County. Judge Russell also reported that the lease agreement would be renewed annually. Upon Motion of Squire Hudson, seconded by Squire Hartsook, the Court gave unanimous approval to the lease agreement which is attached hereto as Exhibit 2.

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PUBLIC HEARING ON  
REZONING

Judge Russell then declared that the Court was adjourned to a Public Hearing to consider requests for re-zoning.

Mr. Steve Campbell, of the Tennessee State Planning Office, reported that the Lenior City Company had requested re-zoning of a portion of Parcel B-23H, Tax Maps 23G and 23B, located in the Second Civil District on State Route 95 and further identified as a three hundred foot wide strip abutting an existing Commerical District, from R-1 Suburban Residential, to C-2, General Commerical. Upon motion of Squire Conner, seconded by Squire Hartsook, the Court voted unanimously to approve the request for re-zoning.

Mr. Campbell then reported on a request by Mr. W. D. Williamson to re-zone Parcel 5 and 6, Tax Map 45, from R-1 Suburban Residential, to M-1, General Industrial, said property being located in the Second Civil District on Blair Bend near Loudon. Mr. Campbell reported that the Loudon County Planning Commission had recommended re-zoning these Parcels because of the desirability for industrial sites in this area. Mr. Campbell also reported that the City of Loudon Planning Commission had also recommended approval of the request of re-zoning.

Mr. Roger Davis, representing adjacent property owners, requested that the Court not approve the request for re-zoning. Mr. Davis explained that a large investment had been made in adjacent property for Residential purposes which would be affected by the re-zoning request.

Mr. Richard Ginn, of TVA, discussed the involvement of TVA in the Watts Bar and Fort Loudon area. Mr. Ginn reported on the TVA involvement in industrial development in this region and requested that the Court re-zone these Parcels "Industrial" for future development. Mr. Ginn also reported that the Williamson Farm was one of the prime industrial sites on the TVA System.

Mr. Gary Hensley, City Manager of the City of Loudon, reported that the City of Loudon orginally became interested in the property when it was apparent the adjacent property owners would not develop it as residential area. Mr. Hensley reported that the adjacent property owners had obtained an option on the property at one time but had allowed the option to lapse.

Squire Duckworth then questioned Mr. Davis about the orginial option and Mr. Davis indicated problems which they incurred in acquiring the Williamson Farm as a Residential

Development. Mr. Davis reported that many problems had developed in the exchange of properties in another state.

Squire Hartsook then discussed the importance of industrial workers and industry to Loudon County. Squire Hartsook also discussed the obligation which had been made by the Residential Developers and the money they had invested in their project.

Mr. Bart Iddins, Industrial Co-ordinator for Loudon County, discussed the industrial prospects which had indicated an interest in the Williamson Farm as a future industrial site.

Squire Conner discussed the issue as it had been presented before the Loudon County Planning Commission. Squire Conner indicated that he had voted to re-zone the land back to industrial when it was presented before the Planning Commission and discussed the benefits to be derived from an increased tax base when additional industries are brought into Loudon County.

The Court was then reconvened from adjournment of the Public Hearing into regular session to consider the request for re-zoning. Upon motion of Squire Conner, seconded by Squire Williams, the following roll call was taken.

For the request of re-zoning:

Squire Bledsoe  
Squire Duckworth  
Squire Conner  
Squire Williams  
Squire Hamilton

Against the request for re-zoning:

Squire Blair  
Squire Hartsook  
Squire Hudson

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#### LAND USE PLAN

Mr. Campbell then distributed copies of the Loudon County Land Use Plan. Mr. Campbell reported that the plan would be discussed at public meetings throughout the County over the coming year. Mr. Campbell reported that information for decisions on land use in the future is contained in the Loudon County Land Use Plan.

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#### EDUCATION REPORT

The Court then recognized School Superintendent Edward Headlee for the next item on the agenda, Department of Education General Report. Mr. Headlee reported that the State had not provided recommendations on the building program and therefore the Loudon County School Board could not take action. Mr. Headlee reported that the School Board hoped to have recommendations prepared by November and requested an adjourned session

of County Court during the month of November to consider these request.

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PURCHASING COMMITTEE REPORT

Squire Hamilton was then recognized for the Loudon County Purchasing Committee Report. The report is attached hereto as Exhibit 2.

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HOSPITAL REPORT

Squire I. B. Conner then gave the Loudon County Memorial Hospital Committee Report which is attached as Exhibit 3.

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LAW ENFORCEMENT REPORT

Squire James Hartsook then reported on the September meeting of the Loudon County Law Enforcement Agency. His report is attached hereto as Exhibit 4.

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BUDGET AMMENDMENTS

The Court then considered the budget ammendments for the month of October. Upon motion of Squire Blair, seconded by Squire Hartsook, the Court gave unanimous approval of the Budget Ammendments which are attached hereto as Exhibit 5.

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BUILDING INSPECTOR'S REPORT

Mr. Jack Henry, Loudon County Building Inspector, reported on the activity of the Building Inspector's office for the month of September. Mr. Henry reported that in the previous two weeks Nine Hundred and Eighty Eight Dollars (\$988.00) had been recieved for the sale of Building Permits. Mr. Henry also reported that there were eight additional permits pending.

Squire James Hartsook requested that the Court return the salary for the Building Inspector to the Funding 1 Level of the previous year. Mrs. June Custead reported that an additional Two Thousand Three Hundred Sixty Five Dollars and Sixty Four Cents (\$2,365.64) would be required to bring the position back to its full time status. Upon motion of Squire Hartsook, seconded by Squire Williams the following roll call resulted in the approval of restoring the salary for Building Inspector to full time status.

AYE:

- |                 |                 |
|-----------------|-----------------|
| Squire Blair    | Squire Williams |
| Squire Bledsoe  | Squire Hudson   |
| Squire Conner   | Squire Hamilton |
| Squire Hartsook |                 |

NAY:

Squire Duckworth

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201 ESSOLUTION

Squire I. D. Conner then introduced a resolution endorsing the City of Lenior City 201 Water Quality Magement Study. Upon motion of Squire Conner, seconded by Squire Hartsook, the Court gave unanimous approval for the resolution which is attached hereto as Resolution Number 28-75 Exhibit H.

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TELLICO AREA SERVICE SYSTEM

seconded by Squire Bl... Squire Hudson made a motion to approve a Resolution in dicating that the requirements of TCA 5-1611 had been complied with and that letters had been recieved from Regional Planning Commission of Loudon County to show that the Tellico Area Service System Facilities would be extended to the Community of Greenback. The Resolution is passed hereto as Resolution Number 29-75, Exhibit A.

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MUDDY CREEK ROAD

Squire James Hartsook then discussed the progress of the Muddy Creek Road Construction Project. Squire Hartsook reported that the path of the projected road would do extensive damage to four lots adjacent to the existing road way. Squire Hartsook then made a Motion that the Court consider purchasing these four lots for the sum of Five Thousand Dollars (\$5,000.00). His motion was seconded by Squire Williams and recieved unanimous approval of the Court.

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LUTTRELL ROAD

Squire Bledsoe then discussed the Luttrell Road Project. Squire Bledsoe reported that a contract was suppose to have been let on this project last Spring and that construction was to be this summer. Squire Bledsoe requested that the Court obtain information on the status of this road project to report at the November County Court Meeting.

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DRY VALLEY ROAD

Squire Blair then requested information on the request the County had made to the State Department of Transportation to correct the water problems on Dry Valley Road. Squire Blair requested that the Court determine the amount of money required to sue the State to insure that these corrections are made.

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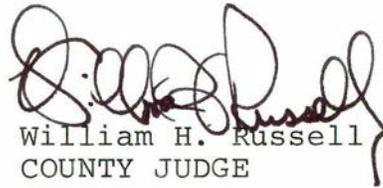
ELECTION OF NOTARY PUBLICS

Squire Hartsook requested election of Margret Dewey, Carole A. Humphreys, Ernest M. Vincett, Phyllis Shrader, William Douglas Naugher, and Linda F. Shepherd as Notary Publics. The motion to approve was seconded by Squire Hudson and recieved unanimous vote.

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MOTION TO  
ADJOURN

Upon motion of Squire Hartsook, seconded  
by Squire Hudson, and with unanimous approval  
of the Loudon County Quarterly Court adjourned  
at 8:45 P. M.



William H. Russell  
COUNTY JUDGE

Edward Alexander  
COUNTY COURT CLERK

LOUDON COUNTY COURT ADVISORY COMMITTEE REPORT

The advisory committees which were appointed by the County Court in April have held several meetings and have demonstrated their willingness to study matters which are of concern to Loudon County and also to produce outstanding tangible results during their first six months of existence.

The first meeting of advisory committee chairman and members was a kick-off breakfast on May 5th which was attended by several of the Court members.

The chairmen of each of the committees then met on July 10th and received information on how to obtain assistance from local and state agencies such as the State Planning Office and the East Tennessee Development District.

The first formal committee meeting was held by the Education and Cultural Committee on July 25th. This committee, led by Mr. Larry Cate, discussed the possible programs in the area of Community Education. In the two month period since their first discussions of this subject they have originated a Community Education program with a part-time director. This accomplishment makes Loudon County unique in having the first such program operated within a rural county in the State.

The Transportation Advisory Committee, with Mr. Broady Harrison as its chairman, has held two meetings to discuss the road situation in Loudon County. The Transportation Committee has requested that representatives from the Highway Departments of other counties be present for their next meeting on November 17th.

The Advisory Committees on Health and Senior Citizens consist of members of active organizations in their respective advisory roles.

The Advisory Committee on Health serves also as the Loudon County Health Council. The Council meets Quarterly and its chairman is Jim Wilburn III.

The Senior Citizens Advisory Committee has Mr. Howard Nelson, of Lenoir City, as its chairman. This Committee has been extremely active for almost a year. Their accomplishments are

evident in the programs which have developed for the Senior Citizens of Loudon County. Their most recent project is an activities program for the Senior Citizens Center.

The Advisory Committee on Youth will be holding meetings in the near future to discuss the lack of youth services and entertainment facilities in Loudon County. Many young people have voiced their desires for youth directed activities through letters to the local newspapers. The Youth Advisory Committee will provide an avenue through which ideas and suggestions may be brought to the attention of the members of County Court.

The Loudon County Court Advisory Committees have done an admirable job and I encourage each committee chairman to call upon myself or the members of the Loudon County Court for any assistance we may provide.

PROCLAMATION  
OFFICE OF THE COUNTY JUDGE  
LOUDON COUNTY, TENNESSEE

- WHEREAS: National surveys indicate that many of the 1-4 year old children are unprotected against either polio, measles, rubella, diphtheria, pertussis (whooping cough), and tetanus, and
- WHEREAS: Thousands of children each year suffer from these diseases which are all preventable by immunizations, and
- WHEREAS: Numerous public and private agencies, voluntary service groups, private industry, and the U.S. Public Health Service have joined together in a cooperative national effort to reverse the declining immunization levels among pre-school children through an intensive educational and motivational campaign, and
- WHEREAS: The children of Loudon County are a precious resource and should not suffer from diseases preventable by immunizations, and
- WHEREAS: October, 1975, has been designated as Immunization Action Month in Tennessee,
- NOW THEREFORE: I, William H. Russell, Judge of Loudon County do hereby proclaim that the month of October shall be observed as

IMMUNIZATION ACTION MONTH

I do further ask that all parents of pre-school age children check their children's immunization records to see if their child is protected and if not, that they take their child to their physician or to the local health department for immunization.

In witness whereof, I have hereunto set my hand this 6 day of October.

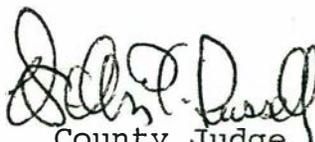
  
County Judge  
Loudon County

Exhibit B

LEASE AGREEMENT

-I-

THIS AGREEMENT, made and entered into on this 20th day of September, 1975, by and between Loudon County, hereinafter referred to as Lessor, and the Loudon County Adult Activity Center, Inc., hereinafter referred to as Lessee.

W I T N E S S E T H :

-II-

Lessor (County) hereby lets and rents to the Lessee and the Lessee does hereby take and lease from the County a certain portion of the premises situated within the Charles H. Bacon Hospital building located in the First Civil District of Loudon County, Tennessee, immediately adjacent and north of the new Loudon County Memorial Hospital, and within the city limits of the City of Loudon on the Vonore Road, the portion of the said building leased being more specifically described as follows:

- (1) Being a part of the third floor of the old hospital and constituting all of the new wing of the third floor;
- (2) Exclusive use of the hallway on the new wing, and joint use of the hallway on the old wing;
- (3) Common use of the elevator and common rights to adequate parking areas.

-III-

To have and to hold the same unto the said Lessee, its heirs, successors and assigns, for the term of nine months beginning on the first day of October, 1975, and ending on the 30th day of June, 1976, unless sooner terminated as hereinafter provided, together with any options hereafter provided for.

-IV-

Lessee shall pay Lessor as rent therefor, during said term, except as hereinafter provided, the sum of Seven Hundred Fifty Dollars (\$750.00) computed on the basis of \$1,000.00 per year, but not payable, at the option of Lessee, until the end of the term.

-V-

It is further agreed that the premises will not be sub-leased or used by another person other than Lessee without permission of the Lessor.

-VI-

Lessee shall not make any alterations, improvements or additions to the premises without prior consent of Lessor in writing. Any additions, improvements, and fixtures, other than those not affixed to the building, which may be made or installed on the premises by either of the parties hereto shall be, become and remain the property of Lessor, unless otherwise agreed in writing. Lessee may bring any equipment necessary to the furtherance of their activities center, and same may be removed at the termination of the lease with the exception mentioned hereinabove where such items have become affixed to the building or to the realty. Lessor shall furnish the necessary reasonable utility services (including heat, electricity, water, air conditioning and janitorial services) at no charge to Lessee, and shall be responsible for maintaining the premises in as usable condition as they are in at the time of the commencement of the lease herein

-VII-

Lessee agrees to indemnify and save Lessor harmless from and against any and all claims arising from any negligence of Lessee, its contractors, agents, servants or employees, arising from any accident, injury, or damage whatsoever to any person or property occurring in or on the premises herein or any part thereof, and from and against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

-VIII-

For a period commencing sixty days prior to the expiration of the lease term herein, Lessor may have reasonable access to the premises herein, or any part thereof, for the purpose of exhibiting the same to prospective tenants or for the purpose of other necessary plans for resumption as county offices, it being specifically understood, however, that no changes may be made or interruption otherwise of Lessee's operation until the term of the lease is terminated.

-IX-

If during the term hereof the demised premises or any part thereof be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent herein reserved (whether paid in advance or otherwise), according to the extent of such untenability, shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor, and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the

Lessee may, at its option, terminate this lease by written notice to the Lessor, provided, however, that either the Lessor or the Lessee shall have the option of terminating this lease by written notice to the other.

-X-

If Lessee should remain in possession of the premises after the expiration of the lease term and without executing a new lease, then such holding over shall be a tenancy from month to month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month to month tenancy, but the failure of Lessor to eject Lessee, or to re-enter the leased premises at any time following the expiration of the lease term, or any subsequent renewal lease term, or Lessor's acceptance of any rental payments under the provisions of this section, shall not be deemed to constitute a waiver or surrender of any of Lessor's rights hereunder.

-XI-

On the last day of the lease term, or upon the termination of this lease term under the provisions of this agreement, Lessee shall quit and surrender the premises in good condition and repair (reasonable wear and tear excepted).

-XII-

For the consideration aforesaid, Lessor hereby gives and grants unto Lessee the right, privilege, or option of renewing this lease for four additional terms of one year each, upon the same conditions, covenants, and agreements herein set forth, providing that Lessee give Lessor at least sixty (60) days written

notice prior to the expiration of such terms of the exercising of the renewal of the lease for such additional one year terms, it being specifically provided, however, that after the first year a renegotiation will take place as to an appropriate rental fee to be based on the reasonable fair market value of the premises leased and any services included, based on current fair market value at that time, including consideration of commercial square footage lease rates. Lessor further agrees to give every consideration to providing additional rental space for Lessee in the event their business over a reasonable period of time should plainly indicate such a need.

-XIII-

Lessor agrees to warrant and defend the title to said premises and Lessor also especially agrees that Lessee, upon paying the rents and keeping the covenants of this lease, shall peaceably and quietly hold, enjoy, and occupy said premises during said term without hindrance, interruption, ejection, or molestation by Lessor or by any other person or persons whomsoever. If Lessor's title shall come into dispute or litigation, Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

-XV-

Should there at any time be any default in the covenants agreements, or conditions herein contained, it shall be lawful for either Lessor or Lessee to declare this lease cancelled and terminated, whereupon said leased premises shall be delivered up by Lessee to Lessor as aforesaid; provided, however, Lessee shall

not be held to be in default in the payments of rents, or any part thereof, until thirty (30) days after receipt of written notice of such default at the office of Lessee in the Bacon Building.

LESSOR

Loudon County

By:         

*Joan Russell*

LESSEE

Loudon County Adult Activity Center, Inc.

By:         

*Walter C. Sheaf*

MINUTES-LOUDON COUNTY PURCHASING COMMITTEE

The Loudon County Purchasing Committee met September 2, 16, and 30th. to open bids on the following:

1. Fencing for Eaton Ruritan Park. Bid awarded to American Fence Co.
2. Equipment and storage cabinets for Board of Education. Bid awarded to Baker & Taylor Educational Products, Knoxville.
3. A Drill for county general use, awarded to Atlas Copco, Inc., Knoxville.
4. Docket file and counter equipment for Sessions Court office, awarded to Office Supply & Equipment of Knoxville.
5. Fire Escape for Loudon Elementary School, awarded to Towe Iron Works, Knoxville,
6. Material for the erection of a classroom at Loudon Elementary. Bid to Seiler Brothers of Sweetwater.
7. Tires for the county. Bid awarded to Goodyear Tire and Weco Tire Distributors.
8. Drapes for the Health Department. Bid awarded to Sears, Roebuck & Co.

There will be a seminar on requisitioning procedures and Occupational Health & Safety for all Department heads and supervisors at 9:00 a.m., Wednesday, October 15. All county personnel affected are urged to attend.

*Exp. Label D*

LOUDON COUNTY MEMORIAL HOSPITAL REPORT

The regular meeting of the Hospital Board of Directors was held on Wednesday, September 17, 1975 at 7:15 in the board room of the Loudon County Memorial Hospital.

The following items were considered by the Board:

- A. Financial report for the month of August 1975.
- B. Approval of medical staff appointments (all doctors).
- C. Safety Committee report.
- D. Report on medical staff meeting.
- E. Approval of revised E. R. Contracts.
- F. Report on radiology contract between the hospital and Dr's. Harold D. Freedman and Elsie Tomkinson.

Exhibit E

LOUDON COUNTY LAW ENFORCEMENT AGENCY REPORT

The Loudon County Law Enforcement Agency held its regular monthly meeting on Tuesday, September 23rd.

Some of the problems which had been encountered during the first six months of operation of the communications area were discussed.

Recommendations were made to select qualified Ambulance Service personnel to assist the dispatchers during times of emergency.

The representatives of RCA are making some of the final checks of the radio equipment and the entire communication system should be ready for final acceptance sometime this month.

*Exhibit 7*

BUDGET AMENDMENTS FOR AGENDA  
October 6, 1975

<u>Acct. No.</u>	<u>GENERAL FUND</u>	<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (133.8) Civil Defense)	\$ 88.76	
97	Unappropriated Surplus	88.76	
81	Appropriations (1107-09 Office Supplies)		\$ 177.52
This amendment was requested for office supplies at County Justice Center-½ to be reimbursed by Civil Defense			
41	Estimated Revenue (151) Reimbursement Law Enforcement Academy for deputies attending school	\$1,495.70	
81	Appropriations (501-03 (Exp. of deputies attending school)		\$ 259.20
97	Unappropriated Surplus		\$1,236.50
97	Unappropriated Surplus	\$ 245.41	
63.1	Accts. Payable (Reimbursement to State for Juvenile Officer)		\$245.41
41	Estimated Revenue (736) Rent-Bacon Bldg.	\$1,426.00	
81	Appropriations (1137-19) Other Contractual Services) Barge, Waggoner, Sumner & Cannon		\$1,426.00
41	Estimated Revenue (142.9) Law Enforcement Grant-Signs	\$10,535.72	
81	Appropriations (503-19) Law Enforcement) Signs		\$10,535.72
41	Estimated Revenue (142.10) Grant for Senior Citizens	\$ 2,500.00	
97	Unappropriated Surplus	250.00	
81	Appropriations (811-01) Salary & Fringe Benefits \$2,500.00 (811-03) Travel 250.00		\$ 2,750.00

*Exhibit 11*

GENERAL PURPOSE SCHOOL FUND

<u>Acct. No.</u>	<u>Dr.</u>	<u>Cr.</u>
98.6 Reserve for Drivers Education	\$1,785.00	
81 Appropriations (3273.9) Drivers Ed. Exp.)		\$1,785.00
41 Estimated Revenue (131.6) Drivers Ed. Funds	1,728.00	
81 Appropriations (2220.9) Other Contractual Services		1,728.00
41 Estimated Revenue (114.9) Misc. Funds from Local Sources	984.12	
81 Appropriations (2620.9) Other Contractual Services \$200.00 (2990) Other Food Services 784.11		984.12

These amendments were requested by the Supt. of Schools

Approve payment of \$3,000.00 for drain fields at Highland Park, Steekee and Philadelphia Schools from the School Bldg. Fund

RESOLUTION NO. 28-75

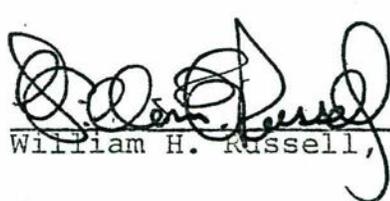
A RESOLUTION SUPPORTING THE COMPLETION  
OF A "201" WATER QUALITY MANAGEMENT STUDY  
BY THE CITY OF LENOIR CITY, TENNESSEE

WHEREAS, the Quarterly Court of the County of Loudon recognizes the importance of planning for the existing and future needs of the county in terms of water usage and wastewater treatment, and

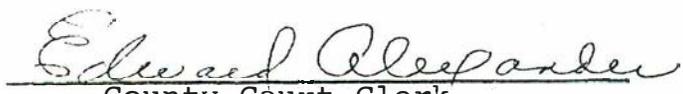
WHEREAS, the City of Lenoir City proposes to undertake a study of the community and surrounding areas for the purpose of identifying what needs to be accomplished in order to meet stated water quality standards as established by the Federal Environmental Protection Agency and the Tennessee Department of Public Health, Division of Water Quality Control;

NOW THEREFORE BE IT RESOLVED that the Quarterly Court of the County of Loudon does hereby encourage and support the completion of a "201" Area Water Quality Management Study by the City of Lenoir City.

This the 6<sup>th</sup> day of October, 1975.

  
\_\_\_\_\_  
William H. Russell, Judge

Attest:

  
\_\_\_\_\_  
County Court Clerk

*Ed. Russell*

RESOLUTION 29-75  
OF  
QUARTERLY COUNTY COURT OF LOUDON COUNTY ("the County")

WHEREAS, the Quarterly County Courts of Loudon County and Monroe Counties, Tennessee have each established County Boards of Public Utilities pursuant to the provisions and requirements of T.C.A. §5-1611; and .

WHEREAS, the County Courts of Loudon County and Monroe County, Tennessee have worked closely in the development of a comprehensive waterworks system to be developed and operated jointly as the "Tellico Area Services System" as described in the revised Engineering Report for a Proposed Comprehensive Plan for a Water System Development, "Tellico Area Services System", Monroe-Loudon Counties, dated April 19, 1974 and prepared by John Coleman Hayes, Jr. & Associates, Consulting Engineers, Nashville, Tennessee; and

WHEREAS, the communities of Greenback, Tennessee in Loudon County and Vonore, Tennessee in Monroe County have both been fully advised of the proposed Tellico Area Services System services to be provided; and

WHEREAS, the municipalities of Greenback and Vonore have, on numerous occasions, expressed their desire to obtain the services to be provided by the Tellico Area Services System water system; and .

WHEREAS, based upon the assurances of said municipalities, the proposed development has proceeded with the issuance of \$350,000 Water Revenue and Tax Bonds (Tellico Area Services System) issued by both Loudon County and Monroe County; and

WHEREAS, the officials of Loudon County have worked closely with the regional planning commission for the area to develop the plans for the Tellico Area Services System.

NOW, THEREFORE, BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee, that the requirements of T.C.A. §5-1612, Tennessee Code Annotated, having been completed and complied with upon receipt of letters of

*Exhibit A*

approval from the Regional Planning Commission for the County, which letters are based upon discussions and studies made jointly between the County and the Regional Planning Commission, the facilities shall be extended to the community of Greenback, an incorporated municipality within the meaning of T.C.A. 5-1611, and upon the municipality adopting a resolution accepting such service, the requirements of T.C.A. §5-1611 shall be, and the same are hereby, deemed to be fully complied with, said municipality having been advised of the proposed facility development for a period of not less than 20 months and said municipality being unable and unwilling to provide the facilities proposed within the limits of time and financial feasibility.

\* \* \*

STATE OF TENNESSEE)

COUNTY OF LOUDON )

I, Edward P. Deane, hereby certify that I am the duly qualified and acting County Court Clerk of Loudon County, Tennessee, and as such official, I further certify that the foregoing Resolution was duly adopted by the Quarterly County Court of Loudon County, Tennessee at a regular meeting held on October 6, 1975.

WITNESS my official signature and the seal of said County, this 7<sup>th</sup> day of October, 1975.

Edward P. Deane  
County Court Clerk

(SEAL)