

During the open discussion portion of the meeting, it was moved by Squire Hamilton, seconded by Squire Hartsook, that three speed signs be placed by the Road Commissioner on Town Creek Road, between Ford Road and New State Highway 95, setting the speed limit at 35 miles per hour, and (at the request of Squire Lefler) that 45-mile-per-hour signs be placed on Steekee Road in the First District, which motion passed unanimously with all Squires present voting aye. Squire Hudson was absent.

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Judge Sproul reported that the contracts between Loudon County and the State of Tennessee for the building of the connector roads at Sugar Limb and Philadelphia were executed soon after the last Quarterly Court meeting, and that he was directing that the contracts be spread on the record of the minutes of the meeting as Exhibits A and B. Judge Sproul further reported that, as the Magistrates were aware, each of the County Court members and the County Judge had been sued by the Loudon County Taxpayers Association requesting an injunction preventing the construction of the Interstate connecting roads, that Mr. Don McMurray had been hired to represent the County in the matter, and that Mr. McMurray would be representing all Squires on behalf of the County unless objection was voiced by any of the Squires. No objection being voiced, Judge Sproul stated that the first action on the part of the County would be a motion to dismiss the lawsuit on the grounds that there was no legal basis on which such a suit could be grounded. He further stated that although the State of Tennessee was not included as a defendant in the lawsuit, that it was possible that the filing of the lawsuit has slowed the State in their progress toward including the interchanges in the construction plans for the highways, and that efforts would be made to have a hearing on the lawsuit as soon as possible.

Judge Sproul further advised that County Court Clerk Edward Alexander had filed a suit (the procedure required by law) requesting authority to hire additional clerical help and to increase the salaries of his present clerks out of his fees, that Judge Sproul had discussed this with the Budget Committee, and that it was going to be his position that no justification had been shown at this time for granting the request to hire a full time additional employee, and that this would be the County's position unless there was objection from any member of the Court.

Judge Sproul further announced that the County had entered the lawsuit filed in Davidson County against the State of Tennessee in an effort to gain an increased portion of "In lieu of tax" payments paid to the State of Tennessee by TVA, which the County feels should come back to them, the suit having been instituted originally by Anderson County. It looks as if this matter could be quite drawn out.

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The County Judge further reported that he had received a letter from the Election Commission requesting that some action be taken to arrange for suitable voting facilities at the Luttrell precinct. The letter signed by Election Commission Secretary, John Gibson, requested the County to: (1) Find a suitable place for holding an election in that community, or (2) close the precinct. After discussion, it was moved by Squire Blair, seconded by Squire Lefler, that the County Judge contact the Election Commission and request them to study the question of closing the precinct, considering the distance involved from the Luttrell Community to the next closest precinct as compared to distances other citizens must travel in other parts of the County, and to consider any other factors the Commission thinks important, and then make a recommendation back to Quarterly Court, and that if the recommendation is to retain the precinct, then that further consideration be given by the Commission as to what suitable arrangements could be made for a voting place in the Luttrell Community, and the cost involved. The motion passed unanimously with all Squires present voting aye. Squire Hudson was absent.

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Judge Sproul announced that the 1/2¢ County sales tax referendum passed in the referendum election on August 28, 1971, by a vote of 820 for, and 677 against, and the extra 1/2¢, which totals a 5% sales tax now (State 3 1/2¢ -- local 1 1/2¢) would begin to be collected on October 1, 1971.

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Judge Sproul announced that the efforts of the Regional Jail Study Committee, as authorized by the Quarterly Court, to attempt to have a regional jail facility built in Loudon County had now changed somewhat inasmuch as it appeared that the State Correctional System was considering the building of 25 regional correctional facilities, and that the question of the Study Committee's procedure from this

point on was not certain, although an application for an additional planning grant was still pending. The State Law Enforcement Planning Commission this year finally had allocated some money for physical facilities, and some 50% grant had been given out for the building of local jails for the first time during the last of this program which began 3 to 4 years ago. He said that in view of the new changes it may be that the Committee would have to come back to the Quarterly Court for additional instructions.

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Upon consideration of the question of conveying 9 acres to the City of Loudon, instead of the 5 acres previously authorized, for the purpose of building a swimming pool and other related facilities to be used by the City in its recreational program, and also to be used by the County High School, it appeared that there were several factors not definitely resolved, and it was moved by Squire Foster, seconded by Squire Blair, that the City of Loudon and the School Board be requested to put the entire proposal in final legal form, including the price to be paid for the land, and all agreements concerning use of the facilities by the County after they are completed, and the working out of an agreement with the Thomas heirs in accordance with the Court decree when the County bought the property, and to bring this back for final consideration by the Quarterly Court. The motion passed unanimously with all Squires voting aye, Squire Hudson having entered the Courtroom during the discussion.

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It was explained that Mr. A. L. Whitaker of District Two had requested the Loudon County Planning Commission to recommend the acceptance of a sub-division road by the County, and that the Planning Commission and the Road Commissioner (who was present in the Courtroom and indicated his acceptance) had recommended acceptance because Mr. Whitaker had built a paved road through his sub-division in accordance with Lenoir City Planning Commission regulations in 1963, but hadn't realized that in addition to receiving the Planning Commission approval that he had to have the road accepted by the County, and that the road met the standard at that time, and was better than many County roads even at the present time. Accordingly, it was moved by Squire Williams, seconded by Squire Conner, that the roads in the Lakeland Hills Sub-division, as

shown by Plat of record in the Register's office of Loudon County Tennessee in Plat Book 2, Page 58, being Lake Forrest Drive and Pinecrest Drive, located in District No. 2 of Loudon County Tennessee, approximately 6 miles from Lenoir City Tennessee, and at the intersection of Lake Forrest Drive with Lakeland Road, be accepted as County roads and right-of-ways. The motion passed unanimously with all Squires voting aye.

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In reference to his motion tabled at a previous meeting, Squire Hartsook stated that he understood that there was a likelihood that the State's methods of apportioning gasoline tax to the various Tennessee counties would be changed so that the formula would include consideration of population as well as road mileage, and that in Loudon County population the First Road District has 34.9%, the Second Road District has 54%, and the Third Road District has 11.1%, and that in road mileage the First Road District has 42%, the Second Road District has 38.3%, and the Third Road District has 19.7%, and that he felt that all these percentages should be averaged in order to get an equitable distribution of the gasoline tax money. Squire Hartsook then moved that all money coming to Loudon County for benefit of the Highway Department be distributed in accordance with the following percentages:

First Road District - 40%

Second Road District - 46%

Third Road District - 14%, with the new distribution to be effective on November 1, 1971, and with the Road Commissioners to be requested to prepare amended budgets by October 1, 1971, for presentation to the Quarterly Court at its meeting on October 4, 1971. The motion was seconded by Squire Williams and the vote of the Court was as follows:

Aye:

Conner, Foster, Hartsook, Williams, Hamilton

No:

Blair, Bledsoe, Hudson, Lefler

The Chair declared the motion passed.

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It was moved by Squire Blair, seconded by Squire Hartsook, and unanimously approved by all Squires on roll-call vote, that the 1971-72 budget be amended as follows, in accordance with recommendation by the Budget Committee:



Items for the Agenda

9/7/71

GENERAL FUND

<u>Account No.</u>		<u>Dr.</u>	<u>Cr.</u>
121.4 403-01	Fees of Clerk & Master Clerk & Master's Salary	\$ 5,766.70	\$ 5,766.70
	To set up C & M Salary for ten months and revenue from fees.		
112 212	Revenue from Building Permits Building Inspector	2,639.00	2,639.00
	(212-01) Salary \$1,925.00		
	(212-03) Travel 550.00		
	(212-13) Surety Bond 4.00		
	(212-09) Office Supplies 160.00		
	To set up revenue and expenditures of Building Inspector		
805-01	Appropriation for Indigent Hospital Patients To set up appropriation for Ind.Hospital patients in order to participate in State Funds.		1,107.00
41 81 97	Estimated Revenue Appropriations Unappropriated Surplus	8,405.70 1,107.00	9,512.70
	To record above budgetary accounts as recommended by Budget Committee 8/25/71		
1109-01 305-46	Unallocated - Primary County Court Clerk - Equipment To transfer \$140.00 from Unallocated Primary to County Court Clerk's Equipment Account for a new desk as recommended by Budget Committee 8/25/71.	140.00	140.00
1109-01	Unallocated - Primary To pay travel for ambulance committee travel as recommended by Budget Committee 8/25/71	100.00	

HOSPITAL

Approve Hospital Budget for year 1971-72

TITLE -I- 71-21 and 72-01

Approve Title -I- 71-21 Budget, and 72-01 Budget for  
the year 1971-72..

Right of Way Fund

<u>Acct. No.</u>		<u>Dr.</u>	<u>Cr.</u>
97	Unappropriated Surplus	\$148.00	
81	Appropriations (1000-19) Contracted Services		\$148.00
	To set up appropriations for Recording R-O-W Deeds		

It was moved by Squire Williams, seconded by Squire Foster, and unanimously approved by all Squires present, with the exception of Squire Blair who was absent, that the Title I Budget be adopted, as follows:

## TITLE I, P.L. 89-10

## PROJECT 71.21 (1971-2) BUDGET

(August 23, 1971 through January 31, 1972)

TITLE OF THE PROJECT: PRE-SCHOOL EDUCATION, REMEDIAL AND DEVELOPMENTAL READING,  
AND ORIENTATION TO THE WORLD OF WORK

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>		
	<u>Administration - 2100 Series</u>		
2110.6	Accounting Personnel	<u>\$100.00</u>	
	TOTAL ADMINISTRATION		\$100.00
	<u>Instruction - 2200 Series</u>		
2210.2	Supervisors of Instruction (2)	\$1,555.64	
2210.31	Regular Teachers	8,570.00	
2210.41	Materials Clerk (10 months)	360.00	
2210.5	Secretary & Clerical		
	Assistant (12 months)	360.00	
2210.9	Other Salaries - Teacher Aides	<u>2,400.00</u>	
	TOTAL INSTRUCTION		\$13,245.64
	GRAND TOTAL - ALL EXPENDITURES		<u>\$13,345.64</u>



## TITLE I, P.L. 89-10

## PROJECT 72.01 (1971-2) BUDGET

(August 23, 1971 through August 31, 1972)

TITLE OF THE PROJECT: PRE-SCHOOL EDUCATION, REMEDIAL AND DEVELOPMENTAL READING,  
AND ORIENTATION TO THE WORLD OF WORK

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>		
	<u>Administration - 2100 Series</u>		
2110.4	Personnel Assisting Superintendent in General Administration	\$10,740.60	
2110.6	Accounting Personnel	1,100.00	
2120.2	Travel Expense for Administration Personnel	240.28	
2120.8	Telephone and Telegraph	125.97	
2130.1	Office Supplies	<u>200.00</u>	
	TOTAL ADMINISTRATION		\$12,406.85
	<u>Instruction - 2200 Series</u>		
2210.2	Supervisors of Instruction (2)	\$18,967.28	
2210.31	Regular Teachers	75,926.70	
2210.32	Substitute Teachers	300.00	
2210.41	Materials Clerk (10 months)	3,240.00	
2210.5	Secretary & Clerical Assistant (12 months)	3,960.00	
2210.9	Other Salaries - Teacher Aides	20,400.00	
2220.11	Travel Allowance - 2 Supervisors and Social Worker	1,050.00	
2230.1	Teaching Supplies	<u>3,127.67</u>	
	TOTAL INSTRUCTION		\$126,971.65
	<u>Health Services - 2400 Series</u>		
2490.9	Miscellaneous Health Services	<u>\$1,000.00</u>	
	TOTAL HEALTH SERVICES		\$1,000.00
	<u>Maintenance of Plant - 2700 Series</u>		
2720.3	Repair of Equipment	<u>\$100.00</u>	
	TOTAL MAINTENANCE OF PLANT		\$100.00

Title I, PL 89-10  
Project 72.01 Budget  
(August 23, 1971 through August 31, 1972)

Page 2

Balance Forwarded \$140,478.50

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>		
	<u>Fixed Charges - 2800 Series</u>		
2851.21	Contributions to Social Security	\$7,025.77	
2851.22	Social Security Handling Charges	12.00	
2851.4	Contributions to State Teacher Retirement	3,824.73	
2852.2	Insurance on Equipment	<u>1,075.00</u>	
	TOTAL FIXED CHARGES		\$11,937.50
	<u>Food Services - 2900 Series</u>		
2920.9	Contracted Services for Food	<u>\$800.00</u>	
	TOTAL FOOD SERVICES		\$800.00
	<u>Capital Outlay - 3200 Series</u>		
3273.31	Equipment for Instruction	<u>\$1,757.00</u>	
	TOTAL CAPITAL OUTLAY		\$1,757.00
	GRAND TOTAL - ALL EXPENDITURES		<u><u>\$154,973.00</u></u>



Budget Amendments for Agenda  
11/26/71

General Purpose School

581.45  
Transfer ~~\$3,081.45~~ from Unappropriated Surplus (Acct. 97) to the following accounts:

Acct. 2220.11 (Travel for speech and hearing teachers)	\$450.00
<del>Acct. 3271.3 (Site development)</del>	<del>\$2,500.00</del>
Acct. 2210.2 (Adj. in Salary of Supervisor)	131.45

# 581.45

and adjust Appropriations (Acct. 81) by increasing ~~\$3,081.45~~.

Right of Way Fund

Transfer \$12.00 from Unappropriated Surplus (Acct. 97) to Acct. ~~1000-19~~ 1000-19 (other contractual services-R.-O-W Fund for recording deeds to county and adjust appropriations (Acct. 81) by increasing \$12.00.

County General Fund

	Dr.	Cr.
Acct. 41 Estimated Revenue (133.8) Manpower Program \$16,500.00	\$16,500.00	
Acct. 81 Appropriations (1127) Manpower program \$16,500.00		\$16,500.00

To set up budget for Emergency Manpower Program.

Title I 72/01

Decrease

Acct. 2210.31 Regular Teachers salaries	\$4,600.00
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Increase

Acct. 2230.1 Teaching Supplies	\$4,300.00
Acct. 2720.3 Repair of Equipment	300.00

EXHIBIT A

September 7, 1971



It was moved by Squire Conner, seconded by Squire Hartsook, and unanimously approved by all Squires present, Squire Blair being absent, that the Loudon County Memorial Hospital operating budget be approved as follows:

LOUDON COUNTY MEMORIAL HOSPITALLOUDON, TENNESSEEOPERATING BUDGET

YEAR ENDED JUNE 30, 1972

EARNINGS FROM PATIENTS:	
ROUTINE SERVICES.....	\$458,674
SPECIAL SERVICES.....	<u>214,988</u>
TOTAL EARNINGS FROM PATIENTS (PAGE 2).....	<u>673,662</u>
REDUCTION OF EARNINGS FROM PATIENTS:	
CONTRACTUAL ADJUSTMENTS:	
BLUE CROSS AND MILITARY DISCOUNTS.....	1,960
MEDICARE PROGRAM FOR THE AGED.....	35,852
MEDICAID PROGRAM.....	4,872
FREE SERVICE - GENERAL PATIENTS.....	13,340
PROVISION FOR UNCOLLECTIBLE RECEIVABLES.....	20,000
ADJUSTMENTS AND ALLOWANCES - EMPLOYEES.....	<u>100</u>
TOTAL REDUCTION OF EARNINGS FROM PATIENTS.....	<u>76,124</u>
NET PATIENT INCOME.....	<u>597,538</u>
OTHER OPERATING INCOME:	
TELEPHONE REVENUES.....	1,244
SUPPLIES SOLD TO OUTSIDE SOURCES.....	6,648
MEALS - EMPLOYEES AND OTHERS.....	2,116
GRANTS FROM COUNTY - INDIGENT PATIENT PROGRAM.....	<u>14,000</u>
TOTAL OTHER OPERATING INCOME.....	<u>24,008</u>
TOTAL OPERATING INCOME.....	<u>621,546</u>
OPERATING EXPENSES (EXCLUDING DEPRECIATION):	
SALARIES, WAGES, AND FEES.....	419,182
SUPPLIES AND EXPENSE.....	<u>199,564</u>
TOTAL OPERATING EXPENSES (EXCLUDING DEPRECIATION) (PAGE 4).....	<u>618,746</u>
NET OPERATING INCOME.....	<u>2,800</u>
OTHER INCOME:	
INTEREST INCOME.....	11,000
VENDING MACHINE INCOME - NET.....	1,392
MISCELLANEOUS INCOME.....	<u>268</u>
TOTAL OTHER INCOME.....	<u>12,660</u>
NET INCOME BEFORE DEPRECIATION.....	15,460
PROVISION FOR DEPRECIATION.....	<u>75,140</u>
NET LOSS AFTER DEPRECIATION.....	<u>\$(59,680)</u>

LOUDON COUNTY MEMORIAL HOSPITAL

LOUDON, TENNESSEE

SCHEDULE OF BUDGETED EARNINGS FROM PATIENTS

YEAR ENDED JUNE 30, 1972

EARNINGS FROM PATIENTS - ROUTINE SERVICES:

IN-PATIENTS.....	\$445,542
OUT-PATIENTS.....	<u>13,132</u>

TOTAL EARNINGS FROM PATIENTS - ROUTINE SERVICES.....	<u>458,674</u>
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EARNINGS FROM PATIENTS - SPECIAL SERVICES:

OPERATING ROOM.....	9,620
DELIVERY ROOM.....	3,588
ANESTHESIOLOGY.....	7,276
X-RAY.....	30,420
LABORATORY.....	39,064
BASAL METABOLISM.....	7,568
PHYSICAL THERAPY.....	6,460
MEDICAL AND SURGICAL SUPPLIES.....	33,128
PHARMACY.....	62,408
OXYGEN THERAPY.....	6,488
OTHER SPECIAL SERVICES.....	<u>8,968</u>

TOTAL EARNINGS FROM PATIENTS - SPECIAL SERVICES.....	<u>214,988</u>
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TOTAL EARNINGS FROM PATIENTS.....	<u>\$673,662</u>
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LOUDON COUNTY MEMORIAL HOSPITAL

LOUDON, TENNESSEE

SCHEDULE OF BUDGETED OPERATING EXPENSES

YEAR ENDED JUNE 30, 1972

ADMINISTRATION AND GENERAL:

SALARIES AND WAGES.....	\$ 72,232
SUPPLIES AND EXPENSE.....	61,320
INSURANCE AND BONDING.....	3,896
EMPLOYEES' HEALTH AND WELFARE.....	5,736
TOTAL.....	<u>143,184</u>

DIETARY:

SALARIES AND WAGES.....	36,116
SUPPLIES AND EXPENSE.....	2,036
FOOD.....	<u>37,280</u>
TOTAL.....	<u>75,432</u>

HOUSEKEEPING:

SALARIES AND WAGES.....	30,236
SUPPLIES AND EXPENSE.....	<u>3,112</u>
TOTAL.....	<u>33,348</u>

LAUNDRY AND LINEN:

COMMERCIAL LAUNDRY EXPENSE.....	9,448
LINEN AND BEDDING.....	<u>1,440</u>
TOTAL.....	<u>10,888</u>

PLANT OPERATION AND MAINTENANCE:

SALARIES AND WAGES.....	11,815
SUPPLIES AND EXPENSE.....	6,272
UTILITIES.....	<u>6,652</u>
TOTAL.....	<u>24,739</u>

NURSING SERVICE:

SALARIES AND WAGES.....	184,842
SUPPLIES AND EXPENSE.....	<u>1,816</u>
TOTAL.....	<u>186,658</u>

MEDICAL AND SURGICAL SERVICE:

SALARIES AND WAGES.....	9,820
SUPPLIES AND EXPENSE.....	<u>16,656</u>
TOTAL.....	<u>26,476</u>

(CONTINUED ON FOLLOWING PAGE)

LOUDON COUNTY MEMORIAL HOSPITAL

LOUDON, TENNESSEE

SCHEDULE OF BUDGETED OPERATING EXPENSES (CONTINUED)

YEAR ENDED JUNE 30, 1972

PHARMACY:

SALARIES AND WAGES.....	\$ 18,652
DRUGS AND MISCELLANEOUS SUPPLIES.....	<u>29,684</u>
TOTAL.....	<u>48,336</u>

MEDICAL RECORDS AND LIBRARY:

SALARIES AND WAGES.....	4,628
SUPPLIES AND EXPENSE.....	<u>304</u>
TOTAL.....	<u>4,932</u>

OPERATING AND DELIVERY ROOMS:

SALARIES AND WAGES.....	13,457
SUPPLIES AND EXPENSE.....	<u>2,536</u>
TOTAL.....	<u>15,993</u>

ANESTHESIA:

SUPPLIES AND EXPENSE.....	<u>760</u>
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X-RAY:

SALARIES AND FEES.....	18,278
SUPPLIES AND EXPENSE.....	<u>4,176</u>
TOTAL.....	<u>22,454</u>

LABORATORY:

SALARIES AND FEES.....	19,106
SUPPLIES AND EXPENSE.....	<u>3,904</u>
TOTAL.....	<u>23,010</u>

OTHER SPECIAL SERVICES:

SUPPLIES AND EXPENSE.....	<u>2,536</u>
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TOTAL OPERATING EXPENSES.....	<u>\$618,746</u>
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It was moved by Squire Williams, seconded by Squire Foster, that Bobby Johnson, in the amount of \$50.75, and Hasson Norris in the amount of \$36.75, be given credit on their 1971 taxes as much as possible to the extent of the listed overpayment because of having had double-taxation in the registration of their mobile homes. On a roll-call vote, the motion passed unanimously with all Squires voting aye.

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The revised proposed Agreement of Intent between the Maremont Corporation, the City of Loudon and the Lenoir City Industrial Bond Board was discussed by the Court, and it was then moved by Squire Conner, seconded by Squire Blair, as a part of working out an agreement on the \$1,000,000 building addition to the Maremont Plant, that the County Judge request a meeting with Maremont officials, the Budget Committee of the Quarterly Court, representatives of the City of Loudon and the Lenoir City Bond Board, to discuss the possibility of getting an Agreement to change the length of the term as authorized by options in the original lease agreement between Maremont and the Lenoir City Board concerning the original "In-lieu-of-tax" Agreement. The Chair declared the motion passed unanimously with all Squires voting aye.

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After discussion, it was moved by Squire Hartsook, seconded by Squire Conner, that George Woods be granted a payment of \$2200 for damage to his private automobile incurred while he was working for the County at the jail when lightning struck a tree and caused it to fall on his car, inasmuch as Deputy Woods did not have collision insurance, and the County's insurance did not cover non-County owned cars. On a roll-call vote, the Chair declared the motion passed unanimously with all Squires voting aye.

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Judge Sproul reported that the Ambulance Service Study Committee had continued to meet on various occasions with officials of the State Government, and with other County Ambulance Services in an attempt to come up with a recommendation to the Quarterly Court as to an Ambulance Service that would provide satisfactory service with the least expense to the County taxpayers. He noted particularly that the Tennessee Highway Safety Office in the Urban and Federal Affairs Department was not authorized to make grants at this time, but hoped to be able to do so within the next two months.



It was moved by Squire Foster, seconded by Squire Hudson, that the following persons be elected Notary Publics:

Linda C. Johnson  
Geraldine S. Roberts  
Rosa Cannon  
Larry J. Hitson

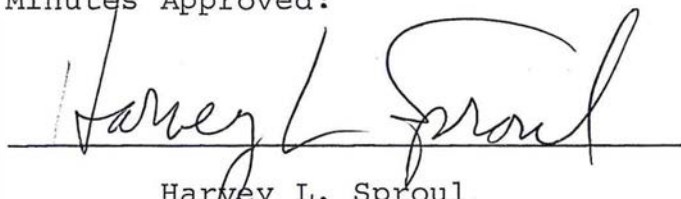
The motion passed unanimously with all Squires voting aye.

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It was moved by Squire Conner, seconded by Squire Blair, that the meeting be adjourned at 12:30 P. M. The motion passed unanimously.

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Minutes Approved:



Harvey L. Sproul  
County Judge

STATE OF TENNESSEE  
DEPARTMENT OF HIGHWAYS  
LOCAL INTERSTATE CONNECTING ROUTE CONTRACT

\* \* \* \*

THIS CONTRACT AND AGREEMENT entered into by the  
DEPARTMENT OF HIGHWAYS of the State of Tennessee, hereinafter  
called "DEPARTMENT," and LOUDON COUNTY, hereinafter called  
"LOCAL AGENCY."

W I T N E S S E T H:

WHEREAS, the LOCAL AGENCY has made an application to  
the DEPARTMENT which constitutes a proper proposal for the  
construction of a Local Interstate Connecting Route Project,  
in accordance with the Local Interstate Connecting Act of  
1965, as amended, and the Rules and Regulations promulgated  
by the Commissioner of Highways, as provided for under said  
Act, and;

WHEREAS, the DEPARTMENT has approved said application  
and determined a present need for the construction of said  
Local Interstate Connecting Route which is described as  
follows:

Beginning at the proposed interchange on Interstate  
Route 75 north of the Tennessee River and extending  
in a southeasterly direction on new location to its  
terminus at the junction of State Route 2 near the  
Rescue Squad Building at Sugarlimb, having a total  
length of approximately 2.2 miles. Said location is  
shown in red on a map which is attached hereto as  
EXHIBIT A.

Recommended design features consist of a 24' surface  
with 8' shoulders on a 60' minimum right-of-way.  
Pavement is proposed to be 10" of crushed stone base  
with 2" bituminous plant mix surface.

and;

WHEREAS, the DEPARTMENT has estimated that the cost  
of said Local Interstate Connecting Route will be as follows:

EXHIBIT "A"  
TO MINUTES OF SEPTEMBER 7, 1971

Estimated Cost of Engineering Phase	\$ 17,500.00
Estimated Cost of Right-of-Way Phase	91,100.00
Estimated Cost of Construction Phase	<u>446,400.00</u>
Total Estimated Cost	\$555,000.00

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

#### SECTION I

The LOCAL AGENCY agrees to deposit with the DEPARTMENT the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00), which represents the total estimated cost of the engineering phase of said project as set out above, within 5 days after the date of the execution of this agreement which sum shall not include any funds allocated to the LOCAL AGENCY by the Rural Roads Program or the Federal-Aid Secondary Road Program.

The DEPARTMENT agrees to locate and design the project, and to furnish the LOCAL AGENCY with complete right-of-way and construction plans, and a revised cost estimate. However, in no event shall the engineering phase of this project be begun by the DEPARTMENT until the entire cost of said engineering phase, as estimated by the DEPARTMENT, shall be deposited with the DEPARTMENT by the LOCAL AGENCY.

Upon timely acceptance of the right-of-way and construction plans as submitted to the LOCAL AGENCY by the DEPARTMENT, the LOCAL AGENCY agrees to deposit with the DEPARTMENT fifty (50%) percent of the cost of the right-of-way phase of said project, as estimated by the DEPARTMENT. The Right-of-Way Phase of said project shall not be begun by the DEPARTMENT until the last mentioned deposit shall have been made with the DEPARTMENT.



Upon completion of the right-of-way phase of said project, the construction phase of said project shall not be begun by the DEPARTMENT until fifty (50%) percent of the remaining cost of said project, as estimated by the DEPARTMENT, shall be deposited with the DEPARTMENT by the LOCAL AGENCY. In arriving at the amount last mentioned, the LOCAL AGENCY shall receive a credit of fifty (50%) percent of the amount deposited by the LOCAL AGENCY for the engineering phase. None of the above sums deposited by the LOCAL AGENCY shall include any funds allocated to the LOCAL AGENCY by the Rural Roads Program or the Federal-Aid Secondary Road Program.

The DEPARTMENT retains the option to revise its estimate of the remaining cost of the project in the event information is derived as a result of the completion of the engineering phase which in its opinion justifies such revision.

In the event the LOCAL AGENCY does not deposit with the DEPARTMENT fifty (50%) per cent of the cost of the right-of-way phase of said project, as estimated by the DEPARTMENT, within sixty (60) days after the completion by the DEPARTMENT of said engineering for said project, or should the LOCAL AGENCY not deposit with the DEPARTMENT fifty (50%) per cent of the cost of the construction phase of said project, as estimated by the DEPARTMENT, within sixty (60) days after the completion by the DEPARTMENT of said right-of-way phase of said project, the DEPARTMENT may, at its option, terminate any agreement with the LOCAL AGENCY with respect to said project, and any funds deposited with the DEPARTMENT by the LOCAL AGENCY for the engineering phase and/or the right-of-way phase shall become part of the general highway fund free from all claims by the LOCAL AGENCY.

In the event the LOCAL AGENCY does not deposit with the DEPARTMENT the aforementioned fifty (50%) per cent of the cost of the construction phase of such project as provided for above and the DEPARTMENT exercises its option to terminate any agreement with the LOCAL AGENCY with respect to such project, said LOCAL AGENCY will pay to the DEPARTMENT, upon written demand, the actual amount necessary to reimburse the DEPARTMENT for expenditures made in accomplishing the engineering and right-of-way phases after deducting the amounts previously deposited by the LOCAL AGENCY as the entire estimated cost of the engineering phase and as fifty (50%) per cent of the estimated cost of the right-of-way phase.

In the event of the failure of the LOCAL AGENCY to fully comply with the aforementioned provisions, the DEPARTMENT shall be authorized to receive any funds, excluding Rural Roads and Federal-aid Secondary Roads funds, which would otherwise be payable to the LOCAL AGENCY for highway purposes from the State, until the DEPARTMENT shall have recovered the amount necessary to result in the fifty (50%) per cent financial participation in the actual total cost of any phase, or reimbursement in full, as provided for herein.

## SECTION II

Upon timely receipt from the LOCAL AGENCY by the DEPARTMENT of each of the aforementioned deposits, the DEPARTMENT will take all steps necessary to bring the corresponding phase of the project to completion.

## SECTION III

It is understood and agreed that the maintenance of the Connector Project shall be the responsibility of the LOCAL AGENCY and that in the case of the failure of the



LOCAL AGENCY to maintain the project in accordance with the reasonable standards established by the DEPARTMENT, the DEPARTMENT may take such steps to insure proper maintenance as are provided for under Section 54-575, Tennessee Code Annotated, as amended.

#### SECTION IV

It is further understood and agreed by the DEPARTMENT and the LOCAL AGENCY that when the project has been completed and the actual total cost of said project has been determined by the DEPARTMENT, should the actual cost be greater than the estimated cost, the LOCAL AGENCY will reimburse the DEPARTMENT in an amount equal to fifty (50%) percent of the excess, and should the actual cost be less than the estimated cost, the DEPARTMENT will refund fifty (50%) percent of said excess to the LOCAL AGENCY.

#### SECTION V

It is further understood and agreed that after execution of this agreement a combined location and design public hearing will be held and that a representative of the LOCAL AGENCY will be required to make a statement regarding said location and design. If any significant reasons for modification of design or location are developed as a result of the public hearing, then mutually agreed upon modifications in location or design may be established.

#### SECTION VI

The DEPARTMENT agrees to keep accurate accounting records of all expenditures made for this project and said accounting records shall be available for review by the LOCAL AGENCY upon request, for a period of three (3) years.



IN WITNESS WHEREOF, the parties hereto have set  
their hands on this the 4th day of August,  
19 71.

STATE OF TENNESSEE  
DEPARTMENT OF HIGHWAYS

BY

Robert F. Smith  
Commissioner

BY

Lewis Evans  
State Highway Engineer

LOUDON COUNTY

BY

Harvey L. Sprad  
County Judge (TITLE)

BY

\_\_\_\_\_  
(TITLE)







*County Judge*

STATE OF TENNESSEE  
DEPARTMENT OF HIGHWAYS  
LOCAL INTERSTATE CONNECTING ROUTE CONTRACT

\* \* \* \*

THIS CONTRACT AND AGREEMENT entered into by the  
DEPARTMENT OF HIGHWAYS of the State of Tennessee, hereinafter  
called "DEPARTMENT," and LOUDON COUNTY, hereinafter called  
"LOCAL AGENCY."

W I T N E S S E T H:

WHEREAS, the LOCAL AGENCY has made an application to  
the DEPARTMENT which constitutes a proper proposal for the  
construction of a Local Interstate Connecting Route Project,  
in accordance with the Local Interstate Connecting Act of  
1965, as amended, and the Rules and Regulations promulgated  
by the Commissioner of Highways, as provided for under said  
Act, and;

WHEREAS, the DEPARTMENT has approved said application  
and determined a present need for the construction of said  
Local Interstate Connecting Route which is described as  
follows:

Beginning at the proposed interchange on Interstate  
Route 75 near Station 461 + 00 and extending in an  
easterly direction substantially along the existing  
location of Federal-Aid Secondary Route 2507 to a  
terminus at the junction of State Route 2 near the  
northern city limits of Philadelphia, having a total  
length of approximately 2.2 miles. Said location is  
shown in red on a map which is attached hereto as  
EXHIBIT A.

Recommended design features consist of a 24' surface  
with 8' shoulders on a 60' minimum right-of-way.  
Pavement is proposed to be 10" of crushed stone base  
with 2" bituminous plant mix surface.

and;

WHEREAS, the DEPARTMENT has estimated that the cost  
of said Local Interstate Connecting Route will be as follows:

*EXHIBIT "B"*  
*To Minutes of September 7, 1971*

Estimated Cost of Engineering Phase	\$ 17,500.00
Estimated Cost of Right-of-Way Phase	112,100.00
Estimated Cost of Construction Phase	<u>385,000.00</u>
Total Estimated Cost	\$514,600.00

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

#### SECTION I

The LOCAL AGENCY agrees to deposit with the DEPARTMENT the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00), which represents the total estimated cost of the engineering phase of said project as set out above, within 5 days after the date of the execution of this agreement which sum shall not include any funds allocated to the LOCAL AGENCY by the Rural Roads Program or the Federal-Aid Secondary Road Program.

The DEPARTMENT agrees to locate and design the project, and to furnish the LOCAL AGENCY with complete right-of-way and construction plans, and a revised cost estimate. However, in no event shall the engineering phase of this project be begun by the DEPARTMENT until the entire cost of said engineering phase, as estimated by the DEPARTMENT, shall be deposited with the DEPARTMENT by the LOCAL AGENCY.

Upon timely acceptance of the right-of-way and construction plans as submitted to the LOCAL AGENCY by the DEPARTMENT, the LOCAL AGENCY agrees to deposit with the DEPARTMENT fifty (50%) percent of the cost of the right-of-way phase of said project, as estimated by the DEPARTMENT. The Right-of-Way Phase of said project shall not be begun by the DEPARTMENT until the last mentioned deposit shall have been made with the DEPARTMENT.



Upon completion of the right-of-way phase of said project, the construction phase of said project shall not be begun by the DEPARTMENT until fifty (50%) percent of the remaining cost of said project, as estimated by the DEPARTMENT, shall be deposited with the DEPARTMENT by the LOCAL AGENCY. In arriving at the amount last mentioned, the LOCAL AGENCY shall receive a credit of fifty (50%) percent of the amount deposited by the LOCAL AGENCY for the engineering phase. None of the above sums deposited by the LOCAL AGENCY shall include any funds allocated to the LOCAL AGENCY by the Rural Roads Program or the Federal-Aid Secondary Road Program.

The DEPARTMENT retains the option to revise its estimate of the remaining cost of the project in the event information is derived as a result of the completion of the engineering phase which in its opinion justifies such revision.

In the event the LOCAL AGENCY does not deposit with the DEPARTMENT fifty (50%) per cent of the cost of the right-of-way phase of said project, as estimated by the DEPARTMENT, within sixty (60) days after the completion by the DEPARTMENT of said engineering for said project, or should the LOCAL AGENCY not deposit with the DEPARTMENT fifty (50%) per cent of the cost of the construction phase of said project, as estimated by the DEPARTMENT, within sixty (60) days after the completion by the DEPARTMENT of said right-of-way phase of said project, the DEPARTMENT may, at its option, terminate any agreement with the LOCAL AGENCY with respect to said project, and any funds deposited with the DEPARTMENT by the LOCAL AGENCY for the engineering phase and/or the right-of-way phase shall become part of the general highway fund free from all claims by the LOCAL AGENCY.

In the event the LOCAL AGENCY does not deposit with the DEPARTMENT the aforementioned fifty (50%) per cent of the cost of the construction phase of such project as provided for above and the DEPARTMENT exercises its option to terminate any agreement with the LOCAL AGENCY with respect to such project, said LOCAL AGENCY will pay to the DEPARTMENT, upon written demand, the actual amount necessary to reimburse the DEPARTMENT for expenditures made in accomplishing the engineering and right-of-way phases after deducting the amounts previously deposited by the LOCAL AGENCY as the entire estimated cost of the engineering phase and as fifty (50%) per cent of the estimated cost of the right-of-way phase.

In the event of the failure of the LOCAL AGENCY to fully comply with the aforementioned provisions, the DEPARTMENT shall be authorized to receive any funds, excluding Rural Roads and Federal-aid Secondary Roads funds, which would otherwise be payable to the LOCAL AGENCY for highway purposes from the State, until the DEPARTMENT shall have recovered the amount necessary to result in the fifty (50%) per cent financial participation in the actual total cost of any phase, or reimbursement in full, as provided for herein.

#### SECTION II

Upon timely receipt from the LOCAL AGENCY by the DEPARTMENT of each of the aforementioned deposits, the DEPARTMENT will take all steps necessary to bring the corresponding phase of the project to completion.

#### SECTION III

It is understood and agreed that the maintenance of the Connector Project shall be the responsibility of the LOCAL AGENCY and that in the case of the failure of the



LOCAL AGENCY to maintain the project in accordance with the reasonable standards established by the DEPARTMENT, the DEPARTMENT may take such steps to insure proper maintenance as are provided for under Section 54-575, Tennessee Code Annotated, as amended.

#### SECTION IV

It is further understood and agreed by the DEPARTMENT and the LOCAL AGENCY that when the project has been completed and the actual total cost of said project has been determined by the DEPARTMENT, should the actual cost be greater than the estimated cost, the LOCAL AGENCY will reimburse the DEPARTMENT in an amount equal to fifty (50%) percent of the excess, and should the actual cost be less than the estimated cost, the DEPARTMENT will refund fifty (50%) percent of said excess to the LOCAL AGENCY.

#### SECTION V

It is further understood and agreed that after execution of this agreement a combined location and design public hearing will be held and that a representative of the LOCAL AGENCY will be required to make a statement regarding said location and design. If any significant reasons for modification of design or location are developed as a result of the public hearing, then mutually agreed upon modifications in location or design may be established.

#### SECTION VI

The DEPARTMENT agrees to keep accurate accounting records of all expenditures made for this project and said accounting records shall be available for review by the LOCAL AGENCY upon request, for a period of three (3) years.

IN WITNESS WHEREOF, the parties hereto have set  
their hands on this the 4th day of August,  
19 71.

STATE OF TENNESSEE  
DEPARTMENT OF HIGHWAYS

BY Bob F. Smith  
Commissioner

BY Lewis Evans  
State Highway Engineer

LOUDON COUNTY

BY Harvey L. Sprad  
County Judge (TITLE)

BY \_\_\_\_\_  
(TITLE)





EXHIBIT "A"