

June 5, 1972

Regular Meeting

QUARTERLY COURT MINUTES

BE IT REMEMBERED that the Quarterly Court of Loudon County met on June 5, 1972, at 7:30 P. M. with the Honorable Harvey L. Sproul, County Judge of said County, presiding, and with Mrs. Addie Ruth Clark present representing the County Court Clerk. Whereupon Sheriff Russell led the Pledge of Allegiance and opened Court.

Squires present:

J. J. Blair	James M. Hartsook
Curtis A. Williams	Jack Lefler
I. D. Conner	J. G. Hudson
Henry C. Foster	R. P. Hamilton

Squire Roy Bledsoe came in at 8:30 P. M.

APPROVAL OF
LAST MINUTES

The Chair declared a quorum present. The minutes of the regular May 1, 1972, meeting of Quarterly Court were read, and upon motion by Squire Blair, seconded by Squire Williams, were unanimously approved as read.

REFUND ON
MOBILE HOME
TAGS

During the open discussion period, Bobby Johnson was present and requested consideration inasmuch as he and a few other mobile home owners had bought tags for mobile homes in 1970 when a drive was on by the State Highway Patrol, but that later, it apparently had been decided that this was not going to be the way the matter was going to be handled and enforcement was never followed through and most people did not buy tags for their mobile homes that year. Mr. Johnson said that he was there on behalf of himself in the amount of \$50.75, and Hasson Norris in the amount of \$36.75. It was moved by Squire Foster, seconded by Squire Williams, that these two gentlemen be refunded their money and that the appropriate budget transfer amendments be made with the payments to be taken from the Primary Unallocated Fund, which motion passed unanimously on a roll-call vote with all Squires present voting aye. Squire Bledsoe was absent.

ROBERSON ROAD
REPAIRS REQUESTED
BECAUSE OF
INTERSTATE
CONSTRUCTION

Henry Julian was present indicating that the construction of the Interstate was causing a tremendous problem on the approximately 1.6 miles of the Roberson Road at the end where there was no pavement, and he requested something be done. It was explained that the State and the private Contractor had worked with Road Commissioner Bledsoe to remedy the situation on the Matlock Bend Road, but that the County had been informed that they should look to the Road Commissioner in the future. It was moved by Squire Blair, seconded by Squire Hartsook, that Judge Sproul contact the State again to see if they would at least co-operate in the same way that they had on the Matlock Bend Road, which motion passed unanimously.

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30 MPH SPEED
LIMITED
AUTHORIZED ON
NILES FERRY
HIGHWAY

It was moved by Squire Hudson, seconded by Squire Blair, that the Third District Road Commissioner be requested and authorized to place 30-mile-per-hour speed limit on the Niles Ferry Highway (applicable to the total length in Loudon County) in the Third Civil District, which motion passed unanimously.

Under the County Judge's report, he stated that the Budget Committee had set the Public Hearing on the Budget for Tuesday night, June 13, 1972, at 7:30 P. M. He further reported that Loudon County had been designated by EDA as a Title I County, and that this could be a substantial benefit on certain planned County projects on which Federal participation would be expected. Loudon County had not been a Title I County for several years, and the reason for the designation was that the Loudon County had gone through a period of unemployment exceeding 6%.

It was moved by Squire Blair, seconded by Squire Hartsook, that the County Judge be authorized, if necessary, to request permission from the State of Tennessee to use the unused area under the Tennessee River Bridge for parking and storage by the County, which motion passed unanimously.

AUTHORIZED
APPLICATION
FOR JUVENILE
SERVICES
PROGRAM

Judge Sproul explained that one of the parts of the Criminal Justice Center Program for which Loudon County had applied, which involved combining some of the functions of the City and County Police Departments, was the possibility of a juvenile program with space to be provided for him in the proposed building, but that Judge Sproul had asked the East Tennessee Development District Law Enforcement Staff to prepare a grant application for the beginning of a juvenile services program at once, that this program had been worked up, would provide an officer to work with the three police departments, the city judges, the general sessions judge, etc., in Loudon County alone. The program would have a total budget of \$10,500.00, of which part Local Government would have to pay \$2800.00, that the Cities had shown some interest but that no definite agreement had been made with them as yet. It was moved by Squire Conner, seconded by Squire Foster, that the County Judge be authorized to submit this application for a juvenile services program, with it being left up to him to offer participation in the program to the cities and to discuss an equitable division with the two Cities, it being contemplated that the County's portion would be \$1600, and the Cities would divide \$1200 according to population, which motion passed unanimously on a roll-call vote with all Squires present voting aye. Squire Bledsoe was absent.

GASOLINE TAX-
SETTLEMENT OF
LAWSUIT
DECLINED

Concerning the lawsuit filed by Third District Road Commissioner Joe Greenway, it was moved by Squire Hudson, seconded by Squire Lefler, that the Quarterly Court accept the offer of Commissioner Greenway to drop the lawsuit, with the money division being left at 40% each for the First and Second Road Districts, and 20% for the Third Road District, with Commissioner Greenway to the pay the Court cost. The roll-call vote was as follows:

<u>Voting Aye:</u>	<u>Voting No:</u>
Blair	Conner
Bledsoe	Foster
Lefler	Hartsook
Hudson	Williams
	Hamilton

The Chair declared the motion failed.

COURT HOUSE
OFFICE HOURS FOR
THE SUMMER
ANNOUNCED

Judge Sproul announced that the Court House officials had decided to revise office hours for the summer on a trial basis which would jointly include Saturday closing, but would include staying open all day on Wednesday, and until 6:30 P. M. on Monday evenings, the Court House office hours being actually longer under the revised system than under the regular work hours.

JULY REGULAR
MEETING
POSTPONED ONE
WEEK

Inasmuch as the next meeting of the Quarterly Court was after a holiday weekend, it was moved by Squire Bledsoe, seconded by Squire Hartsook, that the July 3, 1972, regular meeting of Quarterly Court, be postponed to July 10, 1972, which motion passed unanimously with all Squires present voting aye.

SANITARY LAND-
FILL CONTRACT
WITH DAVID
WITHERSPOON AND
CITIES OF LENOIR
CITY AND LOUDON

It was reported by the County Solid Waste Committ-e that negotiations had continued with David Witherspoon, Inc., and proposed contracts with Witherspoon, and between the Cities and the County were presented to the Court. Judge Sproul stated that the Contract had gotten down to the question merely as to agreement between the Cities as to the proportionate share for each City to pay, and the question as to whether or not the Cities and County would take a chance that the State grant of 75¢ per capita might not be forthcoming this year inasmuch as Witherspoon would not install the transfer station without at least a year's Contract assured, but with the State grant not being available unless the transfer station was in operation on July 1, 1972. After considerable discussion, it was moved by Squire Hamilton, seconded by Squire Lefler, that the County Judge be authorized to execute the proposed Contract with David Witherspoon, Inc., providing that the City of Lenoir City and the Town of Loudon could agree and would execute a contract with the County as to their proportionate shares, it being understood that the County would be responsible for a proportionate share of the terminating cost according to the Contract if the Contract with Witherspoon were terminated, it being further understood that the Cities would be responsible for the entire proportiona share of the Contract cost if the State grant were not approved with copies of the executed Contracts, if approved by all parties, to be attached to these minutes as Exhibit A and B respectively, it being further a part of the motion that the County Judge be authorized to enter into a Contract with Martel Garbage Pick-up at the rate of \$100.00 per month, and to apply for the State grant. The motion passed unanimously on a roll-call vote with all Squires present voting aye.

Exhibit E

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It was further understood that the Quarterly Court would meet in an adjourned session on Wednesday night, June 7, 1972, in the event there were any additional matters to wind up concerning this and for the additional purpose of an informal meeting with the Hospital Board and the Physicians of Loudon County.

LUTTRELL SCHOOL
PREVIOUS ACTION
RESCINDED

AUTH. SALE OF
SCHOOL BLDG.

RETAIN LAND &
GYM & LEASE TO
FENDER'S
METHODIST CHURCH

Upon recommendation of the School Board, it was moved by Squire Bledsoe, seconded by Squire Blair, that the previous action of the Quarterly Court authorizing the sale of the Luttrell School property be rescinded, and that the school building only be sold and removed from the property, and that the land and the gymnasium be kept for community activities and for use as a voting precinct, with the County to contract with Fender's Methodist Church for it to be the custodian of the property and to be responsible for maintaining the gym and property including the carrying of necessary fire and liability insurance, with the standard agreement including a 30-day termination notice to be given by either party, which motion passed unanimously on a roll-call vote with all Squires voting aye.

\$28,000 AUTH.
FOR REPAIRS TO
HIGHLAND PARK &
EATON SCHOOLS

Upon recommendation of the School Board, it was moved by Squire Blair, seconded by Squire Foster, that the request of the School Board for \$28,000 in Capital Improvement money be approved for the renovation and improvement of Eaton and Highland Park Schools as shown in tentative plans exhibited to the Court, and that the Purchasing Agent be directed to take bids as soon as possible, which motion passed unanimously on a roll-call vote, with all Squires present voting aye.

\$28,000 CAPITAL
OUTLAY NOTES
AUTHORIZED

It was moved by Squire Hartsook, seconded by Squire Hamilton, that Resolution No. 18-72, attached to these minutes as Exhibit C, be approved authorizing the issuance of Capital Outlay Notes in the amount of \$28,000 for the purpose of doing necessary repairs, additions, and renovations to the Eaton and Highland Park Schools, which motion passed unanimously on a roll-call vote with all Squires voting aye.

BUDGET
AMENDMENTS

It was moved by Squire Blair, seconded by Squire Williams, that the budget transfers and amendments attached to these minutes as Exhibit D, as recommended by the Budget Committee be approved, which motion passed unanimously on a roll-call vote with all Squires voting aye.

NOTARY PUBLICS

Elizabeth Kirkland
Boyd Crabtree
Linda Gaye Harness
Ruth Ratledge

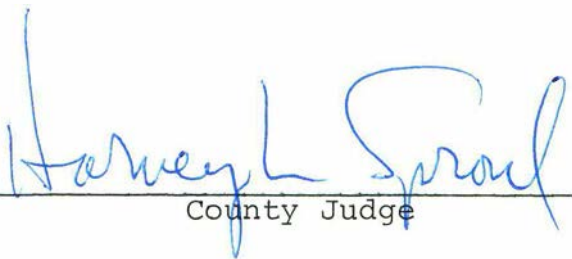
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ADJOURN

It was moved by Squire Blair, seconded by Squire Conner, that the meeting be adjourned at 10:40 P. M., which motion passed unanimously.


County Judge

A G R E E M E N T

This Agreement made the 30 day of June, 1972, by and between the County of Loudon, a political sub-division of the State of Tennessee, hereinafter called the County, and Jack Johnson, Martel Garbage Pickup, of Loudon County, Tennessee, hereinafter called the Contractor.

Whereas, certain restrictions and regulations have been adopted by the State of Tennessee which will require the closing down by July 1, 1972, of those garbage dumps being used throughout the State which do not meet the new requirements for the proper operation of sanitary landfills under the strict statutes, rules and regulations of the State of Tennessee; and

Whereas, the County of Loudon has entered into an agreement with David Witherspoon, Inc., for the disposal of all solid waste of Loudon County into a "certified" sanitary landfill located in Monroe County, with a transfer station to be operated in Loudon County by the County; and

Whereas, it appears that the City of Lenoir City and the Town of Loudon (the "Two Cities"), which are in the business of garbage collection and disposal have signed a Contract with Loudon County and are bearing the principal financial burden for the operating of the transfer station and the utilization of the sanitary landfill; and

Whereas, it appears desirable for the Contractor herein, to take advantage of the use of the transfer station for the disposal of the solid waste Contractor picks up in its operations;

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES as follows:

1. Definitions:

a. Solid Waste -- etc.

Whenever the following terms occur in this Contract they shall have the meaning hereinafter given:

- a. Solid Waste: Garbage, refuse, and other discarded solid material resulting from community activities but not including the following: industrial waste; solid or dissolved material in sewage; other significant pollution in water resources; land clearing residue such as trees, stumps, leaves and brush; junk automobiles; demolition waste; hazardous special waste including but not necessarily limited to explosives, pathological waste, radioactive materials, and other chemicals or matters as determined by the Department of Public Health of the State of Tennessee.
- b. Transfer Station: An approved place for collection or temporary storage of solid waste prior to transportation to a processing operation or the final disposal site.

- c. Solid Waste Disposal: Process of placing, confining, compacting or covering solid waste except when such solid waste is for reuse, removal, reclamation or salvage.
- d. Industrial Waste: All solid waste resulting from industrial processes and manufacturing operations that is not hazardous and can be handled in normal transfer and landfill operations; as further provided in Article 9 hereof.

2. It is agreed that Loudon County will manage, operate, and control the "transfer station" as a part of the solid waste disposal operation under Contract with David Witherspoon, Inc., and that Contractor may use this transfer station for disposal of all solid waste as defined in the State Statutes and the Witherspoon Contract.

3. The consideration for the use of the transfer station will \$1200.00 per year, payable \$100.00 per month, beginning July 31, 1972, and payable on the last day of each month thereafter for the term of the Contract.

4. The duration of the Contract will be from July 1, 1972, to June 30, 1973.

5. It is understood that as a part of the agreement with the two Cities that the County has agreed that the consideration to come from any private Contractor who uses the transfer station shall be applied toward the reduction of the cost of the two Cities for the use of this station and landfill, and that, accordingly, the Contractor agrees to keep accurate records of his revenue and receipts from the operation of his business, and of his expenditures, and that these records will be open for inspection by Loudon County, the City of Lenoir City and the Town of Loudon, for the purpose of establishing the proper charge to the Contractor herein for ensuing years if the private Contractor herein intends to renegotiate this Contract at the end of the first year.

6. It is agreed that the County will take reasonable steps to facilitate and accommodate the private Contractor as to the use of the site on Saturdays and before and after regular operating hours. It is further understood and agreed that the County will have the duty and responsibility to establish reasonable rules and regulations for the use of the site and the transfer station, and Contractor agrees to abide by the regulations as established by the County.

7. It is further specifically agreed that no "industrial waste" nor any other unallowable waste as defined by State statutes and regulations, will be included in the solid waste that is deposited by the private Contractor in the transfer station except such as is allowed by agreement between the County and David Witherspoon, Inc.

This the 30 day of June, 1972.

ATTEST:

Edward Alexander
County Court Clerk

COUNTY OF LOUDON

BY: B. H. Smith Pro-Tem
County Judge

MARTEL GARBAGE PICK-up

BY: James F. Johnson

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$28,000.00 CAPITAL OUTLAY NOTES OF
LOUDON COUNTY, TENNESSEE, PROVIDING THE
DETAILS THEREOF AND AUTHORIZING THE SALE
THEREOF.

WHEREAS, it has been determined by this Quarterly County Court that it is necessary and desirable to make necessary repairs, renovations, and additions to the Eaton and Highland Park Elementary Schools; and

WHEREAS, Tennessee counties are authorized by Section 5-1031 of the Tennessee Code Annotated to issue its notes, for a period not to exceed three years from the date of issuance, for the purposes of constructing, equipping and repairing all county buildings upon the approval of said issuance of notes by the State Director of Local Finance; and

WHEREAS, it appears advantageous to Loudon County at this particular time to issue Capital Outlay Notes to make the necessary repairs, renovations, and additions to the Eaton and Highland Park Elementary Schools rather than to issue bonds; and

WHEREAS, Loudon County has no funds available in its treasury for said purposes, but authority exists under the provisions of Sections 5-1031 to 5-1038 of the Tennessee Code Annotated as amended, for the issuance and sale of notes to provide the necessary funds therefor;

NOW, THEREFORE, Be it Resolved by the Quarterly County Court of Loudon County, Tennessee, as follows:

Section 1. For the purpose of providing funds in the amount of \$28,000.00 for the purposes herein stated, and pursuant to authority granted by Section 5-1031 of the Tennessee Code Annotated, as amended, there shall be issued the negotiable coupon notes of said county in the principal amount of \$28,000.00. Said notes shall be designated "Capital Outlay Notes", shall be dated July 15, 1972, or from the date the notes are executed, shall be in the denomination of \$9,333.33 each, and shall be numbered serially beginning with the number 1. Said notes shall bear interest from the date thereof until paid at a rate not exceeding six per cent (6%)

Exhibit C

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per annum, to be determined at the time of sale thereof, payable in one, two, and three years respectively. Both principal and interest on said notes shall be payable in lawful money of the United States of America, at _____

Section 2. Said notes shall be signed by the County Judge, countersigned by the County Court Clerk, and sealed with the official seal of the county.

Section 3. Said notes shall be in substantially the following form, the omissions to be appropriately completed when the notes are printed:

(FORM OF NOTE)

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF LOUDON

CAPITAL OUTLAY NOTE

Number _____ \$9,333.33

KNOW ALL MEN BY THESE PRESENTS: That the County of Loudon, in the State of Tennessee, hereby acknowledges itself to owe, and for value received hereby promises to pay, to bearer the sum of Nine thousand three hundred thirty-three dollars (\$9,333.33) on the first day of _____, 19 _____, with interest at the rate of _____ per cent (_____%) per annum from the date hereof until the principal amount shall have been fully paid, such interest being payable annually. Both principal hereof and interest hereon are payable in lawful money of the United States of America at _____

For the prompt payment of this note, both principal and interest at maturity, and for the levy and collection of sufficient taxes for that purpose, the full faith, credit and resources of said County of Loudon are irrevocably pledged.

This note is one of an issue of notes of like date aggregating \$28,000.00, issued under authority of, and in full compliance with, the Constitution and Statutes of Tennessee, including Section 5-1031 of the Tennessee Code Annotated, as amended, and under authority of a resolution duly adopted by the Quarterly County Court of said county on June 5, 1972, for the purpose of providing funds for the purposes hereinabove stated.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed, precedent to and in the issuance of this note in order to make this note a legal, valid and binding obligation of Loudon County, have been done, exist and be performed in regular and due time, form and manner as required by law, and that this note and the issue of which it is a part does not exceed any constitutional or statutory limitation.

Section 5-1039 provides that neither the principal nor the interest of Capital Outlay Notes issued pursuant to the provisions of Sections 5-1031 to 5-1039, inclusive, of the Tennessee Code Annotated, as amended, shall be taxed by the State of Tennessee or by any county or municipality therein.

IN WITNESS WHEREOF, the County of Loudon, by its Quarterly County Court, has caused this note to be signed by its County Judge, countersigned by its County Court Clerk and sealed with the official seal of the county, all as of the first day of

_____, 19_____.

County Judge

Countersigned:

County Court Clerk

Section 4. For the purpose of providing funds with which to pay interest accruing on said notes and the principal thereof at maturity, there shall be levied upon all taxable property in said Loudon County, in addition to all other taxes, a direct annual tax for each of the years while said notes, or any of them, are outstanding, in amounts sufficient for that purpose. Principal or interest coming due at any time when there shall be insufficient funds on hand to pay the same shall be promptly paid when due from the general fund or other available funds of said Loudon County, and reimbursement shall be made to such fund or funds in the amount of the sums thus advanced when taxes provided for that purpose shall have been collected.

Section 5. Said notes shall be sold by the County Judge for not less than par and accrued interest, if any, to date of delivery. The action of the County Judge in consummating such sale and fixing the interest rate shall be conclusive and no further action shall be necessary on the part of this Court.

Section 6. The proceeds of said notes shall be turned over to the County Trustee of Loudon County and shall be paid out for the purposes and distributed in the manner required by law and this resolution.

Section 7. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists, and this resolution shall become effective immediately upon its passage.

PASSED and approved this 5th day of June,
19 72.

Harvey L Sprad
County Judge

Attest:

Edward D. Pender
County Court Clerk

GENERAL FUND

Transfer \$150.00 from 1109-02 (Unallocated - Secondary) to Account 202-03 (Judge's travel).

Transfer \$1,367.14 from Acct. 810.2-14 (Food Stamp-Contribution) to Acct. 204.1-08 (Courthouse Maintenance).

Transfer \$2,499.91 from Acct. 804-01 (Old age assistance) and \$4,242.31 from Acct. 804-06 to Acct. 1104-13 (Insurance) (\$2,008.00 - Buildings - \$1,200.00 - Cruisers - \$3,534.22 - General Liability).

Transfer \$408.47 from Acct. 303.2-01 (Equalization Board - per Diem) to Acct. 504 - (Law Enforcement Planning Grant).

Transfer \$10.00 from Acct. 303.2-01 (Equalization Board - Per Diem) to Acct. 403-04 (Telephone C. & M.)

SCHOOLS

Transfer \$5,000.00 from Acct. 3272.2 (New Buildings and Additions) to 1970 School Building Fund - \$2,500.00 to Acct. 3272.2 - Highland Park School and \$2,500.00 to Acct. 3272.2 - Steekee School.

Increase Acct. 41 (Estimated Revenue) Acct. 131.5 (Excess Costs) \$125.00 and increase Acct. 81 (Appropriations) Acct. 2220.11 (Travel for ~~SPKXKX~~ Speech & Hearing Teacher \$125.00.

HIGHWAY

Transfer \$4,401.00 from Acct. 97 (Surplus - \$1,467.00 from each Road Commissioners Surplus to Acct. 1213 (Insurance)

Transfer \$5,000.00 from Acct. 97 (Surplus - 1st & 4th Dist.) to Accts. 1213.1 (Tile) \$2,000.00; 1211.1 (Gas, Oil and Fuel) - \$500.00; and 1219.1 (Rock)- \$2,500.00

Exhibit D