

QUARTERLY COURT MINUTES

BE IT REMEMBERED that the Quarterly Court of Loudon County met on July 10, 1972, at 9:00 A. M. with the Honorable Harvey L. Sproul, County Judge of said County, presiding, and with Mrs. Addie Ruth Clarke present representing the County Court Clerk, Edward Alexander. Whereupon Sheriff Russell led the Pledge of Allegiance to the Flag, and opened Court.

Upon roll-call, the following Squires were present

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

The Chair declared a quorum present, and the minutes of the regular June 5, 1972, meeting of Quarterly Court were read, and upon motion by Squire Conner, seconded by Squire Hudson, were unanimously approved as read.

In the open discussion period Mrs. Edward Prater, of the Forest Hills Sub-Division in the Second Civil District just off the Muddy Creek Road, was present to complain about water draining from the road in front of her house down into her yard, and requesting that a ditch or a culvert be put so as to keep the water from washing away her yard. Road Commissioner Lee Malone was present and indicated that he had already planned to do this but had been held up by bad weather and would do it as soon as possible.

Squire Blair indicated that Mr. Tom Henry had been in touch with him concerning the erection of the fence as had been agreed by the County as a part of the Union Carbide Access Road Project, stating that the time specified by the County to accomplish this had already passed, and that he would be responsible for getting the labor and directing the work if the County would pay for it. Road Commissioner Lillard Bledsoe was present and indicated the reason he had not finished this project in accordance with his agreement (the County to buy the material and he and his crew to erect a fence) was that all the material and supplies necessary had not been provided to him as yet. Purchasing Agent Buddy Jenkins indicated that the material should be delivered in the next day or so, and Commissioner Bledsoe indicated that he would do the work as soon as the material was available.

Squire Foster indicated that he had request that O'Neal Road, in the Second Civil District, be made a 20-mile speed limit zone, and he accordingly moved, with Squire Conner seconding, and unanimously passed, that the Road Commissioner be requested to erect 20-mile-per-hour speed limit signs on this road.

O'NEAL ROAD
SPEED LIMIT

UNION CARBIDE
ACCESS ROAD

It was moved by Squire Blair, seconded by Squire Lefler, that the Contractor in charge of the Union Carbide Access Road project (the Wright Brothers Construction Company) be written by the County Judge requesting that damage to the existing road be corrected, and further that they take proper steps to install a tile and protect the property of the Loudon Oil Company adjacent to the Access Road, which motion passed unanimously.

LIBRARY BOARD
APPOINTMENT OF
MRS. GRAHAM
COOPER, JR.

Squire Hudson indicated that although it was not on the agenda that it was time for the replacement of the Third District Representative on the Library Board, replacing Mrs. *Joan Miller* whose term had expired, and he moved, seconded by Conner, and unanimously approved that Mrs. Graham Cooper, Jr. be named to this term on the Library Board.

AGREEMENT OF
ROAD COMMISSIONERS

Judge Sproul explained that during the early part of the study concerning the possibility of establishing a County Central Sanitary Landfill, that contacts had been made with TVA toward the possibility of providing some of the equipment that would be needed in this project. He now had learned that TVA had some of this equipment coming in, that it appeared that the County would not be able to use the equipment in the operation of an actual Sanitary Landfill inasmuch as a contract had been made with a private contractor for a Sanitary Landfill, but that it would be possible to use one of the trucks for comparable purposes by utilizing personnel hoped to be hired under the Emergency Manpower Act (for approximately 60-day period), and to lease the TVA truck under the same type of arrangement that has been arranged concerning the vehicle which had been involved in the picking up of junk automobiles from the County right-of-ways. Each Road Commissioner was present and indicated that he would be willing to provide gas and oil for the operation of the truck in his District, but not repairs. After discussion, it was moved by Squire Conner, seconded by Squire Hartsook, that the County Judge be authorized to sign a contract for the leasing of the truck on a nominal basis, with gas and oil to come from the Road Commissioners, and with the County Judge being authorized to spend up to \$500.00 from the Unallocated Fund in the event repairs were necessary to the vehicle, which motion passed unanimously on a roll-call vote.

\$28,000 RENOVATION
FOR SCHOOLS AUTHORIZED
FROM SURPLUS

Judge Sproul announced that he had taken bids from all the banks of the County in reference to the borrowing of \$28,000 authorized by the Quarterly Court at the last meeting, and that the money was being borrowed from Bank of Loudon County at the rate of 4% on three equal annual installments.

\$28,000 to come from School Surplus.

It was moved by Squire Hamilton, seconded by Squire Foster, and unanimously approved, that the \$28,000 appropriation for these projects be transferred from the Education Fund Surplus.

CRIMINAL JUSTICE
CENTER COMMITTEE
AUTH. TO OBTAIN
OPTIONS

Judge Sproul further announced that the action of the Criminal Justice Center Committee (Jail Committee) had been in accordance with the directions and requests from the Governor's office and the Law Enforcement Planning Agency Executive Director, that the Quarterly Court was aware that application had been made for Federal grants for construction of the project, but that a local decision was going to have to be made in the near future as to the location of the building, so that final drawings and plans could be made and that construction could proceed as soon, and if, the grant was approved. It was moved by Squire Hartsook, seconded by Squire Lefler, that the Criminal Justice Committee through the County Judge be authorized to negotiate for approximately 10 acres of land in the general vicinity of ~~the~~ where the intersection of the Sugar Limb Connector Road would intersect with U.S. Highway 11, and that the County be authorized to obtain a \$1.00 option with each of any of the landowners involved, with a report to be made back to the Quarterly Court at a later date, which motion passed unanimously on a roll-call vote.

MONEY FROM CITY
OF LOUDON IN
BOND DEBT

It was brought out by Mrs. Custead, Budget Director that no specific direction had been given as to in what fund the money from the sale of the Loudon High School property to the City of Loudon would be placed, and upon motion by Squire Foster, seconded by Squire Hudson, and unanimously approved on a roll-call vote, the money was directed to be placed in the Bond Debt Fund, with any necessary transfers concerning the Budget to be made accordingly.

REPORT CONCERNING
TVA "IN-LIEU-OF-
TAX LAWSUIT

Judge Sproul explained that the Anderson County vs State Board of Equalization lawsuit finally had been settled, to the great advantage of Loudon County and to all of the Counties and Cities in the State who were involved in TVA in-lieu-of-tax money. He went on to explain that Loudon County's position, authorized by the Quarterly Court, in objecting to the proposed settlement worked out by County Judge Joe Magill of Anderson County (Loudon County's example being followed by Roane and Monroe Counties,) had been vindicated. Although an attempt had been made in the Legislature to require the Magill settlement to be approved, Judge Sproul stated that he had appeared personally before the State Board of Equalization to oppose the proposed formula, and to request that a revised formula which would be fairer to the Counties be adopted by the State Board. He felt the revised formula should include an additional factor allowing for the increase in the value of the land, over the years, which factor was not a part of the formula which had been proposed by Judge Magill further stated that after two weeks' consideration the State Board had accepted the Sproul proposal which doubled the Magill settlement, complimented the Quarterly Court for its steadfastness in being willing to follow the case to the end, and complimented the County's attorneys Mr. Don McMurray and Mr. Bland Winfrey for their handling of the matter. He stated that, as the Quarterly Court had recalled, that Loudon County had authorized the filing of the suit prior to any authorization having been given to Judge Magill by Anderson County, and that in his opinion the total gain would have been achieved by Loudon County notwithstanding Anderson County's "jumping the gun". He stated that the original increase to Loudon County under the Magill settlement would have been approximately \$40,000, which amount had been doubled to approximately \$80,000 increase per year by the action of Loudon County in objecting to the original settlement.

TVA "IN-LIEU-OF-
TAX - APPEAL OF
JUDGE MAGILL'S
FEE AUTHORIZED

Judge Sproul further explained that the Davidson County Chancellor had allowed Judge Magill 1.75 per cent of the original total first proposed settlement for one year or \$795,258, which fee would be something over \$13,000, of which the Loudon County proportion would probably be approximately \$700 to \$800; and that the question was still before the Quarterly Court as to whether or not to appeal the decision of the Chancellor. There were two questions involved, namely: (1) the decision of the Chancellor requiring part of Judge Magill's fee to come from Loudon County's share of the money even though Loudon County had hired its own attorneys, (2) allowing Judge Magill a fee at all inasmuch as he had brought the suit in the name of Anderson County of which he held the official capacity as County Judge. After discussion, it was moved by Squire Conner, seconded by Squire Blair, that the County Judge and County Attorney be directed to file the necessary exceptions and appeal to the decision of the Chancellor awarding an attorney's fee to County Judge Joe Magill a part of which would be deducted from the Loudon County share of the in-lieu-of-tax payment, which motion passed unanimously on a roll-call vote with all Squires voting aye.

TASS-FT. LOUDOUN
UTIL. DIST. LAW-
SUIT SETTLED

Judge Sproul announced that the lawsuit filed by the Loudon and Monroe County Boards of Public Utilities and the Tellico Area Services System against the Fort Loudoun Utility District to determine the right of TASS to construct a water system in the area claimed by the Fort Loudoun Utility District, had been settled, and that it was hoped that the applications for construction grants with the Department of Housing and Urban Development could be expedited so as to provide for the beginning of construction in the next fiscal year.

Judge Sproul explained that the Chancellor Phillips had heard the proof on the cross-complaint of Loudon County asking for a reapportionment of the three Loudon County Highway Districts, but that the Chancellor had not rendered a decision at this point, although he indicated that he was going to render a decree reapportioning the Districts in accordance with the "one man-one vote" principle, and that his decision would probably be forthcoming within the next few days.

AMBULANCE COMMITTEE
REQUESTED TO MAKE
FURTHER STUDY

Judge Sproul explained that the Quarterly Court Ambulance Study Committee had met on at least two occasions to discuss a recommendation to be made to the Quarterly Court concerning the request of the three Funeral Homes that the County take over the provision of ambulance service in Loudon County, but that the Committee had been unable to come up with a majority recommendation, and had no recommendation to be made to the Quarterly Court, leaving it up to the Court as a whole for any action it might wish to make. After considerable discussion, including the presence in the Courtroom of representatives of the Funeral Directors who indicated that they felt they had given the County enough notice and that their intention still was to cease ambulance service but that they did not want to leave the County in a situation where service was not available. In the discussion it was also brought out that there had been some indication of interest from some private enterprises concerning the possibility of providing this service conditioned upon a subsidy from the County. It was then moved by Squire Blair, seconded by Squire Foster, that the Ambulance Service Study Committee be requested to

investigate the possibility of private enterprise offering this service, and under what terms and conditions the service would be offered and make a report back to the Quarterly Court.

AMBULANCE GRANTS

Judge Sproul explained that it was his understanding that the County could apply for possible State grants which would purchase at least one ambulance for Loudon County in the approximate value of \$16,000, with the County being responsible to pay approximately \$3600 each, but that the application had to be made within the next few days. It was brought out that the application had to be made within the next few days. It was brought out that this would be some help to the County, but that the principal cost of operating the ambulance service is in wages and other operational costs, and further that the County Committee had been requested to study the possibility of contracting with a private contractor. No additional action was taken.

Reports were received indicating that the bids had been taken for work to be done on the Eaton and Highland Park Schools with the \$28,000 construction appropriation authorized by the Quarterly Court at the last meeting, and that the construction should be finished before school starts in August.

Reports were also received concerning Little Tennessee Valley Educational Co-op and the completion of the sale of the portion of the Loudon High School property to the City of Loudon for recreational facilities.

SCHOOL BOARD --
LESTER THOMAS
RE-ELECTED

It was moved by Squire Blair, seconded by Squire Bledsoe, and unanimously approved that Lester Thomas be re-elected to a new seven (7) year term to the Loudon County Board of Education, subject to any changes in the method of election that might occur during that period.

TITLE I BUDGET
AMENDMENTS
APPROVED

It was moved by Squire Blair, seconded by Squire Williams, that the Budget revisions concerning Title I Education Program, as listed on EXHIBIT A to these minutes, be approved, which motion passed unanimously on a roll-call vote.

HIGHLAND PARK SCHOOL
PURCHASES APPROVED

Because some of the purchases made based on the money appropriated by the Quarterly Court to pay for a part of the additional improvements in the new gymnasiums built at the Highland Park and Steekee Schools, had been made in advance by the PTA's based on PTA funds it was moved by Squire Conner, seconded by Squire Williams, and unanimously approved on a roll-call vote, that the Quarterly Court approve the payment of \$758.50 to the Athletic House for scoreboard for Highland Park School and \$1079.96 to J. W. Wilburn Hardware for plumbing fixtures.

QUARTERLY COURT MINUTES

JULY 10, 1972

DAVID WITHERSPOON
SANITARY LANDFILL
CONTRACT SIGNED

LENOIR CITY-
LOUDON TRANSFER
STATION CONTRACT
SIGNED

It was reported by Judge Sproul that the sanitary landfill-transfer station contract, as authorized by the Quarterly Court, had been executed with David Witherspoon, Inc. (attached hereto as EXHIBIT B), for the operation of a transfer station and a use of a certified sanitary landfill located in Monroe County, and that contracts had been executed with the Cities of Lenoir City and Loudon (attached hereto as EXHIBIT C), and with the Martel Garbage Pickup, the contract being (attached ~~hereto~~ as EXHIBIT C to JUNE MINUTES, which contract was executed by Chairman Pro Tem R. P. Hamilton in the absence of Judge Sproul), and that the County's operation was in compliance with State law on July 1, 1972.

Judge Sproul explained that there were some problems that were naturally expected to come up in the new program, which would have to be worked out by the committee, with possibly some additional recommendations to be made to the Quarterly Court, with one particular question being the question of whether or not to charge County residents for any for the use of the transfer station on a personal basis.

HIGHWAY DEPT.
RE-ORGANIZATION
BILL TO BE IN
AUGUST ELECTION

Judge Sproul reported that the Private Act providing for a re-organization of the Loudon County Highway Department would be on the ballot during August election, inasmuch as all problems concerning this had been worked out by Representative Bennie Stafford.

PURCHASING
COMMITTEE REPORT

The Purchasing Committee report was made by Squire Hamilton, which included an announcement that the contracts and bids approved by the Purchasing Committee during the past year had amounted to a savings of \$ _____ between the high and low bids, which amount does not include the savings made on all items under \$300.00 which were not obtained on sealed bids but were obtained on a bid basis through direct contact by the Purchasing Agent.

HOSPITAL BOARD
DECISION NOT TO
RENOVATE OLD
HOSPITAL

Squire Conner, Chairman of the Hospital Board of Directors, reported that the Hospital Board had received written notification from the State Hospital Licensing Board representatives, subsequent to a field trip inspection of the old hospital, that the old hospital would not and could not be licensed for a hospital or for a nursing home without extensive renovations, and that the architect representing the County had advised the Board by letter that in his opinion it would be much cheaper to build a new nursing home than to attempt to renovate the old building. The architect further stated this was not to say that the old building would not be perfectly satisfactory for use in other ways by the County for offices, etc. Squire Conner stated that this was a source of great disappointment to the members of the Board because they had felt that a good and needed use of the old building would be as a nursing home but inasmuch as this appeared to be impossible at this time, that the Board had voted to release use of the building and control of the building and the equipment back to the Quarterly Court.

APPT. OF COMM.
TO STUDY USE OF
OLD HOSPITAL
BUILDING

After additional discussion, it was moved by Squire Conner, seconded by Squire Hudson, that the County Judge appoint a committee to investigate the needs of the County as to use of office space and of the old hospital building, and to make a recommendation back to the Quarterly Court for consideration, the immediate particular question of storing the Civil Defense Emergency Hospital in the old hospital building to be considered also by the Committee, the motion passing unanimously.

BUDGET AMENDMENTS
1972-73 BUS
DRIVERS

In the line of consideration of amendments to the Budget proposed by the Quarterly Court, Superintendent Duke explained that the County school bus operators had come to the School Board after the Board had made its recommendation concerning this year's budget requesting a 10% increase for the next year which would amount to approximately \$14,500. It was moved by Squire Foster, seconded by Squire Conner, that the proposed budget be amended so as to indicate a 10% increase for the bus drivers as requested, which motion passed unanimously on a roll-call vote.

ADJOURNED MEETING
SET

The Chair then granted a request for a brief recess, after which time the meeting resumed and it was moved by Squire Foster, seconded by Squire Blair, that the Quarterly Court have an adjourned meeting on Monday, July 17, 1972, at 7:00 P. M. for the purpose of further considering any budget amendments, adoption of the budget resolution, and the setting of a tax rate for the coming fiscal year, which motion passed unanimously, with the exception of Squires Hartsook and Lefler who were not present in the Courtroom.

BUDGET AMENDMENTS
1972-73

It was moved by Squire Hamilton, seconded by Squire Bledsoe, that additional 1971-72 budget amendments, attached to these minutes as EXHIBIT D, be adopted, which motion passed unanimously on a roll-call vote.

HOSPITAL-PHYSICIAN
REPORT THAT DR.
JERRY ROGERS TO
COME TO LENOIR CITY

Squire Hartsook, Chairman of the Hospital-Physician Coordinating Committee, stated that he was happy to report that the Committee had been successful and that one of the contacts made with Dr. Jerry Rogers, now practicing as a member of the Emergency Medical Emergency Room team operating in the Knoxville Hospitals, had decided to move to Lenoir City to set up offices for the general practice of medicine, that he had already tendered his resignation to the group in Knoxville, and that he should be moving to the County within the reasonably near future.

HOSPITAL RETIREMENT
OF ADMINISTRATOR
THOMAS D. FOSTER

Squire Conner stated that he wanted to say a few words concerning Mr. Thomas D. Foster, who had been Administrator of the Charles H. Bacon Hospital and Loudon County Memorial Hospital for 22 years, and who had retired as Administrator effective July 8, 1972. Squire Conner indicated that Mr. Foster had come to the hospital when it was in very bad financial conditions and about to be closed, but during the 22 years he had operated the hospital it had never been in the red, and that it was with a great deal of regret that the Hospital Board had accepted his resignation and retirement. Judge Sproul added his comments stating that he had had the occasion to work with Mr. Foster for approximately 6 years, and that no person could have been more co-operative nor capable in his duties, that he had become aware in his contacts with officials in State government and in other Counties and hospitals throughout the State of the deep regard and esteem held concerning the ability and dedication of Thomas D. Foster, and that Mr. Foster's retirement was an irreplaceable loss to the County.

REAPPORTIONMENT
LETTER FROM COUNTY
ELECTION COMM.

Judge Sproul read to the Quarterly Court a letter from John Gibson, Chairman of the County Election Commission which indicated that the Election Commission did not intend to honor the voting district reapportionment ordered by the Quarterly Court on the basis of a letter received from the State Assistant Attorney General indicating that the intended reapportionment of the Quarterly Court as adopted by the Quarterly Court was unconstitutional because of not dividing the County into voting districts so that it would have a maximum of two squires per district. Charles Fletcher, a member of the Election Commission, was present in the Courtroom indicating that the question was at this point up to the Quarterly Court as to any additional action that should be taken.

NOTARY PUBLICS
ELECTED

It was moved by Squire Foster, seconded by Squire Bledsoe, that the following persons be elected Notary Public

Kyle C. Anderson
Agnes Hartline
Barbara Hall
R. H. Cook
B. L. Shubert
Joe R. Hand
June Custead
Nancy Cox

Larry W. Stogner
Janice B. Hill
Allan Tinnell
Susie Powell
Mrs. Richard F. Ashe
Patricia C. Farmer
Jack Hodge
Clayton E. Curtis

The motion passed unanimously.

It was moved by Squire Blair, seconded by Squire Williams, that the meeting be adjourned at 3:30 P. M., to continue on Monday, July 17, 1972, at 7:00 P. M., which motion passed unanimously.

Approved:


County Judge

PUBLIC LAW 89-10
TITLE I ... 72.01

LOUDON COUNTY SCHOOLS

Amendment No. 4 to 72.01 (1971-2) Project
(Approved by State Commissioner of Education June 30, 1972)

Decrease

Account Number

2120.2	Travel Expense - Administration	\$80.00
2120.8	Telephone and Telegraph	100.00
2210.2	Salaries for Supervision	461.92
2210.31	Salaries - Regular Teachers	2,265.09
2210.9	Salaries - Teacher Aides	736.00
2220.11	Travel Expense - Supervisors	220.29
2230.1	Teaching Supplies	773.53
2490.9	Misc. Health Services	160.77
2851.21	Contributions to Social Security	510.84
2851.4	Contributions to Teacher Retirement	249.98
2852.2	Insurance on Equipment	28.00
3273.31	Equipment for Instruction	107.32
		<u>\$5,693.74</u>

Increase

2130.1	Office Supplies	\$22.16
2210.32	Substitute Teachers	75.00
2920.9	Contracted Food Services	66.10
		<u>\$163.26</u>

The above decreases and increases of line items in the 72.01 Budget are necessary to adjust appropriations to revised estimate of needs. No increase in funding is necessary.

Est. Subst
H

LOUDON COUNTY SCHOOLS, TENNESSEE

TITLE I --- 72.01

Budget for the Period Beginning
July 1, 1972 and Ending August 31, 1972

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>		
	<u>ADMINISTRATION - 2100 Series</u>		
2100.4	Personnel Assisting Superintendent in General Administration	\$1,566.35	
2110.6	Accounting Personnel	175.00	
2120.2	Travel Expense for Administration Personnel	62.00	
2120.8	Telephone and Telegraph	<u>57.95</u>	
	TOTAL ADMINISTRATION		\$1,861.30
	<u>INSTRUCTION - 2200 Series</u>		
2210.2	Supervisors of Instruction (2)	\$1,773.80	
2210.5	Secretary & Clerical Assistant	<u>630.00</u>	
	TOTAL INSTRUCTION		\$2,403.80
	<u>MAINTENANCE OF PLANT - 2700 Series</u>		
2720.3	Repair of Equipment	<u>\$107.87</u>	
	TOTAL MAINTENANCE OF PLANT		\$107.87
	<u>FIXED CHARGES - 2800 Series</u>		
2851.21	Contributions to Social Security	\$169.61	
2851.4	Contributions to State Teacher Retirement	<u>135.54</u>	
	TOTAL FIXED CHARGES		\$305.15
	<u>GRAND TOTAL - ALL EXPENDITURES</u>		<u>\$4,678.12</u>

Exhibit B

C O N T R A C T

THIS CONTRACT entered into this 9th day of June, 1972, by and between Loudon County, Tennessee, hereinafter called the County, and David Witherspoon, Inc., hereinafter called the Contractor.

W I T N E S S E T H

In consideration of the mutual promises of the parties hereto, they do agree as follows:

ARTICLE I - Scope of this Contract

The services to be performed by Contractor consist of receipt and disposal of all solid waste as defined below, which will be generated within the bounds of Loudon County, Tennessee.

The services to be performed by Contractor shall commence on July 1, 1972 and shall be completed on June 30, 1973; except as hereinafter provided.

ARTICLE II - Definitions

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 consolidation 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.

Exhibit B

- 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 IX hereof.

ARTICLE III - Payment

As consideration for performing all disposal services set forth in this Contract and as full consideration thereof, the County agrees to pay the sum of \$36,000 per annum. Payment will be in monthly installments of \$3,000 payable on the first day of the month following the month in which the services were rendered, and shall be paid for by draft at any place designated by Contractor in writing.

ARTICLE IV - Services to be performed by Contractor

Contractor will own and operate a landfill for the disposal of all solid waste as defined herein, generated within Loudon County and shall receive said compacted solid waste on a five (5) day per week basis. Contractor further agrees that disposal will be according to the regulations governing solid waste disposal in Tennessee. Contractor will provide, install, service and maintain equipment for a transfer station, and haul all compacted solid waste therefrom to a licensed landfill site, or dispose of same in such manner as may from time to time be prescribed by the Department of Health of the State of Tennessee or other legal authority of the State.

ARTICLE V - Services to be performed by Loudon County, Tennessee

Loudon County agrees to provide all labor necessary to operate and keep clean the equipment provided under Article IV above. The County agrees to assist in attempting to guard against and discourage vandalism from occurring to the transfer station site and the equipment located thereon, with the Contractor agreeing to carry insurance against such vandalism. Both parties agree that this responsibility assumed by the County does not make it a guarantor in any way against vandalism, but indicates that the County will take such reasonable steps as it, within its reasonable discretion, feels that it can do in a manner similar to what it does in the protection of other business establishments of the County, including regular patrolling by its law enforcement officers, checks in the area where the transfer station is located and installing of a security light.

Loudon County agrees to provide and pay the montly bills for utilities necessary for the operation of the transfer station. The transfer station will be operated on property provided by Loudon County and the Contractor will not be responsible for local taxes. The Contractor further agrees to provide information and a reasonable amount of training in the operation and in keeping clean the equipment described in Article IV.

ARTICLE VI - Permits and Licenses

The Contractor shall obtain, at its own expense, all permits and licenses required by law, and maintain the same in full force and effect.

ARTICLE VII - Right to Renew Contract

This Contract will be automatically renewed for successive terms of one year each, for a maximum period of five (5) years, including the first year of the Contract, with the specific right of the County being reserved to terminate the Contract by giving Contractor advance notice in writing at least thirty (30) days before the end of the Contract year. In the event said Contract is terminated the County agrees to reimburse Contractor the following amounts:

During or at the end of the first year	\$15,000
During or at the end of the second year	9,000
During or at the end of the third year	6,000
During or at the end of the fourth year	3,000
During or at the end of the fifth year	none

In the event said Contract is cancelled as set out above Loudon County shall have the right to purchase the equipment attached to the transfer station, including the compacting unit, in the following amounts:

During or at the end of the first year	\$25,000
During or at the end of the Second year	22,000
During or at the end of the third year	20,000
During or at the end of the fourth year	17,000
During or at the end of the fifth year	14,000

ARTICLE VIII - Indemnity

The Contractor agrees to protect, indemnify and save harmless the County from and against any and all loss, expense, damage, charges and costs for injury to or death of persons, and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the County. Contractor further agrees to provide the County with copies of insurance policies, guarantees, bonds or undertakings in proof of such indemnification.

ARTICLE IX - Industrial Waste

Loudon County and its Cities are very interested in assisting and protecting its industries concerning disposal of industrial waste. It is agreed that the Contractor will have the right to negotiate separate contracts with each industry, it being understood that the Contractor will negotiate in good faith and will do its utmost to provide a satisfactory means at an economical cost, for the disposal of such waste if the service is desired by any industry. The negotiation of such separate contracts with individual industries shall be made in coordination with the County Solid Waste Disposal Committee and the County Judge of the County. The Contractor agrees, without cost, to investigate, analyze, and confer with the specific industries in the County who might so request concerning the service that can be offered, and the cost of the service.

ARTICLE X - Transfer Station

The Contractor agrees to furnish the compactor, hopper, concrete pad and all necessary costs including the installation of the ramp. Any other use of the transfer station herein provided for, other than the use as outlined and specifically provided for in this Contract, including Article IX above, must be with the approval of the County and as a new additional consideration under this Contract.

ARTICLE XI - Registration of Disposal Site

Contractor agrees to comply with all State of Tennessee requirements in order to be properly registered landfill disposal site, and to further cooperate with Loudon County and enable Loudon County to receive state or federal funds available to County for solid waste disposal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

LOUDON COUNTY, TENNESSEE

Approved as to Form
and Legality:

By:

Harvey L Sprad
County Judge

County Attorney

ATTEST:

Edward Alexander
County Court Clerk

DAVID WITHERSPOON, INC.

ATTEST:

By:

D. J. Witherspoon

James C. Witherspoon
Sec

A G R E E M E N T

This Agreement made the 9th day of May, 1972, by and between the County of Loudon, a political sub-division of the State of Tennessee, hereinafter called the County, and the City of Lenoir City and the Town of Loudon, hereinafter called the Cities.

Whereas, certain restrictions and regulations have been adopted by the State of Tennessee which will require the closing down of the present city dumps of Lenoir City and Loudon and the meeting of extensive new requirements by July 1, 1972, by the proper operation of a sanitary landfill under the strict rules and regulations of the State of Tennessee; and

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

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

Whereas, David Witherspoon, Inc., has a State-approved and registered landfill site in the edge of Monroe County, near the Loudon County line, and this site is already in operation; and

Whereas, it appears to be desirable for the County, on behalf of itself and the Cities to contract with the David Witherspoon Company for the disposal of the solid waste of Loudon County and its Cities, for five years at a flat rate of \$36,000 per year, with the contract being cancellable at the end of each year at the option of the County;

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

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

of Lenoir City and Town of Loudon agree for Loudon County to make this application, or to execute the papers to apply for the grant if necessary.

2. In return for the use of the transfer station to dispose of all "solid waste" as defined in the State Statutes and in the Witherspoon contract, the City of Lenoir City and the Town of Loudon agree to execute and sign the application papers for the State grant if necessary, and to be responsible for and pay the balance of the contract price as between the amount that will be paid by the State grant and/or any additional public and/or private collectors using the facility (in proportion to population or number of customers of such collection), and the amount of the contract price with David Witherspoon, Inc. It is agreed that the County may also contract with any private and/or public collectors for the use of the transfer station for solid waste as defined in the contract with David Witherspoon, Inc.; and that the amount so collected will be applied to proportionately reduce the two Cities' share of the cost of the landfill disposal transfer station. The shares of the Cities will be calculated on the basis of 1970 census population, to wit, 58.8% for Lenoir City and 41.2% for Loudon. These amounts, or the proper amount if changed under the terms of this contract, will be divided into twelve equal payments which will be due and paid to the Central Accounting Office of Loudon County on the last day of each month.

3. The County will negotiate or co-ordinate the negotiation, for any of the industries of Loudon County who might want to contract for the disposal of special waste as defined in the contract with David Witherspoon, Inc., and may receive a small additional compensation for handling the necessary negotiation and paper work.

4. If the State grant of 75¢ per head should cease or be reduced, or not be authorized in the beginning, then the Cities will undertake a proportionate (in accordance with the percentages listed in Paragraph 2 herein) additional amount of the contract price of \$36,000, and if the State grant should increase then the Cities shall have the benefit of a proportionate decrease in their payments to the County.

5. The duration of this contract is co-existent with the David Witherspoon Contract. It is hereby agreed by all the Parties to this contract that each will be bound to the terms of the agreement with David Witherspoon, Inc. and if any of the governmental entities or parties to this contract should desire not to continue this contract and the contract with David Witherspoon, Inc., that it may give withdrawal notice to the other two parties at the end of any of the year intervals, if done in writing at least 60 days before the end of the

Witherspoon contract year. It is specifically agreed that if any party should withdraw, that the remaining parties may continue, and further that if any party to this Contract should withdraw that each party will pay the appropriate percentage, based on 1970 census population, of the termination charge as required in Article VII of the Witherspoon Contract.

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

County of Loudon
By Harvey L Spraul
County Judge
June 9, 1972
Date
Edward Alexander
Attest

City of Lenoir City
By Joel D. Grayson
Mayor
June 9, 1972
Date
H. C. Foster
Attest

Town of Loudon
By Jim M. Carter
Mayor
June 9, 1972
Date
J. V. Martin
Attest Rec.

Items for the Agenda-July 10, 1972

GENERAL FUND

<u>Acct. No.</u>	<u>Dr.</u>	<u>Cr.</u>
97 Unappropriated Surplus	\$284.82	
32 Due From Individuals		\$284.82
To clear Acct. 32 into unappropriated surplus-Due from Bobby Knowles-Sec. and Insurance		
63.1 Accounts Payable	\$3,926.07	\$3,926.07
97 Unappropriated Surplus		\$3,926.07
To clear Acct. Payable into unappropriated surplus. This was for Judgments Over that were not approved for payment-Bobby Knoxles vs. Simpson		

HIGHWAY FUND

63.11 Accounts Payable	\$4,542.40	
97 Unappropriated Surplus		\$4,542.40
2nd & 5th District		
To clear Accts. Payable into 2nd & 5th Dist. Surplus.		
Dutton Trucking Co.-Shaw Ferry Rd. \$3,591.40		
" " " -Hildreth Sub. Div. 951.00		

1970 Rural Bond SCHOOL FUND

Approve payment of the following bills for the Highland Park and Steekee Schools:

Athletic House.....\$758.50-Scoreboard-Highland Park

J. W. Wilburn Hdwe \$1,079.96-Plumbing Fixtures and materials for Highland Park and Steekee Schools.

These were bought without bids or purchase orders and need the approval of the Quarterly Court for payment.

SCHOOL FUND

Acct. 41 Estimated Revenues	\$1,947.24	
(131.88) Other Voc. Funds		
Acct. 81 Appropriations		\$1,947.24
(3273.31) Reg. Instructional Equip.)		
To set up revenues and appropriations for funds received for Voc. Equip.		

The above Budget Amendments are to be retroactive to June 30, 1972.

Exhibit D