

The regular meeting of the Loudon County Quarterly Court was held at 7:00 P. M. on August 19, 1974, in the Loudon County Courtroom. Mr. Edward Alexander, County Court Clerk, was present, along with Mrs. Addie Ruth Clarke, Deputy Clerk. Sheriff Russell opened Court and led the Pledge of Allegiance.

The following Squires were present:

ROLL CALL

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

Absent:

Curtis A. Williams (In the hospital as result of heart attack)

MINUTES OF JULY 15, 1974, AND JULY 22, 1974, APPROVED

The minutes having been completed and forwarded to the Justices prior to the meeting date, it was moved by Squire Conner, seconded by Squire Hudson, and unanimously approved on a roll-call vote that the Quarterly Court minutes for July 15, 1974, and the adjourned session of July 22, 1974, be approved as written.

OPEN DISCUSSION

CORINTH CEMETERY RD.

In the open discussion session of the meeting Squire Bledsoe brought up the question as to the status as a public road of a road across from the Corinth Church which joins the Corinth Cemetery but then extends on away from the road to serve several families, which road apparently has been considered by many to be a private road and has not been worked by the County recently but possibly has been in past years. Judge Sproul suggested that under the Quarterly Court procedures this was the type of matter that should be referred to the Planning Commission for investigation and recommendation, that he would so refer it and that it would come up on the agenda after recommendation by the Planning Commission.

RECOGNITION OF NEW OFFICIALS

Judge Sproul recognized several newly-elected officials who were in the meeting room, including Superintendent of Schools Edward Headlee, Sheriff-elect Guy Russell, J. E. Millsaps, Sr., First District Road Commissioner.

COUNTY JUDGE'S REPORT

As a part of the County Judge's report, the following announcements and reports were made:

"SWEARING-IN CEREMONY ANNOUNCED

1. The Loudon County Bar Association is sponsoring its traditional swearing-in ceremony to be held at 10:00 A. M. Saturday morning, August 31, 1974, in the main Courtroom, with all citizens, newly-elected public officials, families and friends invited.

TELLICO PROJECT -- RD.
REPLACEMENT CONTRACT

2. The TVA Contract with Loudon County for the construction of the replacement roads for the Tellico Project has finally been approved by the Board of Directors of TVA and an executed copy is now in the hands of the County, a copy of which is being attached to the Court minutes of June 18, 1974. Judge Sproul further advised the Court that the County had negotiated for and received the right to approve all plans before construction begins, and further involved in this was the inspection of construction as it proceeded which would involve more hours of the Highway Inspector's time than would normally be required and was not planned for in the budget, but that based on past experience the benefits to the County from having this type of inspection would be many, many times greater than the amount expended.

MATLOCK BEND RD. --
REQUEST TO CONTRACTOR

3. Judge Sproul read a letter from Jack Lowe, Assistant Regional Construction Engineer for the Department of Transportation, in answer to the previous request by the County Court concerning the Queener Road and the Matlock Bend Road, a copy of said letter being attached to these minutes as Exhibit A. It appearing that the State was taking the position that the Matlock Bend Road was not a haul road, that if the contractor had chosen to use this road, or the part of the road that was not designated as a haul road that it would be their responsibility as to any damage done to the road. It was moved, seconded, and unanimously approved that the County Judge correspond with the McKinnon Bridge Company concerning this damage.

NYC & MAINSTREAM
ADDITIONS

4. The County has been notified that there are additional allocations now available under the NYC Out-of-School Program and the Mainstream Program which will amount to approximately eight new slots, which are being redistributed to various agencies in the County as needed.

TASS -- REQUEST FOR
MODIFICATION IN CONTRACT

5. Richard Wood of the Tellico Area Services System has indicated that because of restrictions in the original contract between Loudon County and Monroe County, there are problems in collecting and disbursing day-to-day funds on the meter deposits and general operating expense, and that TASS would like to have an amendment to the contract if at all possible allowing them to handle their day-to-day operations. Judge Sproul indicated that he felt that the only logical way in which a recommendation could be made was to ask the State Comptroller's office, Division of County Audit, to advise as to the extent and procedures that this could be done.

TASS -- ORIGINAL
CONTRACT MADE PART OF
MINUTES

6. Judge Sproul further explained that the original contract between Loudon County and Monroe County setting up the Tellico Area Services System had been misplaced after having been sent to Nashville for approval by some of the departments there, but that the contract was now in hand including all of the necessary signatures of approval. Upon motion by Squire Hudson, seconded by Squire Blair, and unanimously approved by all Squires present on a roll-call vote, the aforesaid contract, was spread of record on the minutes of the Quarterly Court and attached hereto as Exhibit C, the original Resolution having been adopted on Nov 12, 1970 and recorded in Minute Book 14, Page 575.

REVENUE SHARING REPORT

7. The Actual Use Report on Loudon County's General Revenue Sharing has been filed, indicating that as of June 30, 1974, the County has expended \$60,643.84, and has an accumulated balance of \$286,577.03. Judge Sproul indicated that this figure should not be misread inasmuch as a considerable amount of the money is being used during this fiscal year.

SUNSHINE LAW REPORT

8. Judge Sproul reported that the "Sunshine Law" requiring public meetings of all public bodies generally, had been upheld by the appellate courts as constitutional and that all County public bodies should take this into consideration and make sure that there is reasonable and adequate public notice of all such meetings, inasmuch as there could be lawsuits challenging any action taken if this is not complied with.

INDUSTRIAL COMMITTEE
OF 100 REPORT

9. That the Loudon County Industrial Committee of 100 had forwarded a letter of appreciation to the Court members and County Judge for the financial support in the 1974-75 budget, and had indicated that it was their intention to employ Mr. Bart Iddins as part-time Industrial Director for the Committee, and that any comments would be appreciated.

ELECTION COMMISSION
REQUEST REFERRED TO
SCHOOL BOARD

10. That a letter had been received from John Gibson, Chairman of the Loudon County Election Commission, requesting, because of very bad conditions as to parking and crowdedness at the polling places at the Old Loudon High School and the Court House, that all precincts in these two buildings be moved to the new Loudon High School, which could be done without additional funds he felt; and that secondly a new voting machine is needed for the Loudon Outside West and Luttrell precincts (even though Luttrell does not have the necessary number of people, it being needed because of new laws requiring precincts to stay open until 8:00 at night and the problems in counting written ballots after that time). The Budget Committee's recommendation as to this was that the matter be referred to the School Board for their study and recommendation, and secondly that the voting machines if ordered now would not be available until after the November elections in all probability and that therefore this should be taken up in later budgets. It was moved by Squire Blair, seconded by Squire Hartsook, and unanimously approved on a roll-call vote by all Squires present that the recommendation of the Budget Committee be adopted.

MAINTENANCE SUPERVISOR
POSITION APPROVED

11. That the previous Public Employment Program had been reinstated on a limited basis, that Loudon County has enough money to pay a limited amount on a maintenance man's position for a period of five months which would add up to about \$3500 or \$4000, that the County in order to do this would have to assure that this post be continued after the money ran out, that the Purchasing Agent had discussed this with the Purchasing Committee and the County Judge had discussed it with the Budget Committee from the standpoint that the County has many matters involving plumbing, electrical, air-conditioning and heating, and carpenter work which cannot be handled, many times, for several weeks because of the difficulty in locating someone to do those minor jobs, that it would be of great benefit to the County to have a full-time qualified man to do this and that it would be of benefit to have this as a permanent position. It was moved by Squire Blair, seconded by Squire Hamilton, and unanimously approved by all Squires present on a roll-call vote that the position be established and that the County Judge proceed

in co-operation with the Purchasing Agent to employ someone under this program in accordance with the previous classification and salary scale adopted by the County.

SALES TAX -- REFUND TO GREENBACK

12. That Loudon County had been receiving an unauthorized amount of local sales tax money which should have gone to the City of Greenback (by reason of one of the stores in Greenback not having been included as being in the City, and that the County had collected \$1384.98 (less 1% Trustee's commission) of Greenback's money. It was moved by Squire Hudson, seconded by Squire Foster, and unanimously approved on a roll-call vote by all Squires present that the sales tax erroneously designated to the County by the State be returned to Greenback by appropriate credits or means.

MERIT SYSTEM -- NEW PUBLIC LAW EXPLAINED

13. Judge Sproul briefly reviewed some of the differences between the new Public Act which had been passed by the last Legislature allowing the establishment of a Merit System for Sheriff's Deputies as compared to the Private Act already adopted by Loudon County.

COMMITTEE APPOINTMENTS DISCUSSED

14. The County Judge briefly reviewed the committees, commissions and appointments that would be up for consideration at the next Court meeting subsequent to the election, qualification and assumption of duties by the new County Judge after September 1, 1974, which included a brief discussion of the establishment of an office of County Attorney, which items would be a part of the agenda for the September meeting.

PLANNING COM. REPORT

Steve Campbell, Staff Assistant of the East Tennessee Office of the State Planning Office gave the Planning Commission report concerning matters handled at the last meeting in some detail.

CSB REPORT

A brief report was given concerning the activities of the County Conservation Board, and the progress on the new County Park at the Old Air National Guard Rest Camp site, with an indication that the Board was going to invite the County Court members to come to the park to see what has been done and to discuss possible actions and changes in the future.

SUGAR LIMB RD. REPORT

Judge Sproul reported on the opening date for bids for the Sugar Limb Connecting Road on August 30, it being a situation wherein the State was also separating the paving contract from the construction contract as had been done on the Philadelphia Road, and that all construction prices (as on most other prices) during this inflationary period had increased.

Judge Sproul also reported that the negotiations with the State for the necessary right-of-way across the Justice Center property needed for the construction of the Sugar Limb Road could now resume inasmuch as the lawsuit with Tom Henry for the Justice Center property had been

tried, with an award from the jury of \$15,066 for 5.58 acres. He stated that the appraisals by the State were not too far off from that awarded by the jury, although the jury prices were fixed as of February 1973 and the appraisals by the State were for approximately one year later.

EDUCATION REPORT

There were brief reports from the Superintendent Albert Dukes concerning the starting of school and from Squire Hartsook concerning the Little Tennessee Valley Educational Co-op.

CJC COMMUNICATIONS
SYSTEM REPORT

Judge Sproul reported that the Tennessee Law Enforcement Planning Agency regulations had required the setting up of a "Proposal Evaluation Committee" to evaluate proposals made on the communications system for the new Justice Center. The Loudon County Law Enforcement Agency Board, which has been delegated the duty of handling the County Justice Center communications and records by virtue of the contract between Lenoir City, Loudon, and Loudon County, set up the required "PEC" Committee which spent some considerable time in reviewing the proposal; and in fact had a rebid after the first bidding proposals were not acceptable. He stated that there were some differences in price and failure to meet some of the specifications insofar as the written proposals were concerned, but that the Committee ultimately selected the Motorola bid on primarily the basis of a more complete proposal package in reference to the specifications, and Motorola's ability to provide the complete system approximately three months sooner than under the RCA proposal. He stated that it looked that the system, under any circumstances, would not be installed until toward the end of November.

JAIL -- CHAIN LINK
FENCE DECISION DEFERRED

Under the Purchasing Committee, there was no general report, but it was agreed that the question concerning disposition of the chain link fence around the old jail would be referred to the Purchasing Committee for recommendation at a further time, possibly for the fence to be moved at the same time and as a part of the contract for the demolition of the old jail.

HOSPITAL REPORT

The Hospital Report was given by Squire Conner, with specific reference to the referral of the question of recommendations as to use and space allocation of the old Hospital building to a team of consultants from the University of Tennessee which was being arranged as a result of joint action between the Quarterly Court and the Hospital Board.

BUDGET AMENDMENTS
ADOPTED

It was moved by Squire Hamilton, seconded by Squire Conner, and unanimously approved by all Squires present on a roll-call vote that the Budget Amendments indicated for the August meeting be adopted, which amendments are attached to these minutes as Exhibit 2.

MAREMONT "IN-LIEU-OF-TAX"
REPORT

Judge Sproul explained that the Budget Committee, together with officials from the City of Loudon, had met at the request of Maremont Corporation officials to discuss further the request of the Maremont officials that the "in-lieu-of-tax" payment for the new addition (which is virtually completed) as recommended by Loudon County and the City of Loudon to the Lenoir City Industrial Bond Board (as owner of the property) be on the same pro rata basis as on the previous additions. After a very thorough explanation and presentation by Mr. Heimerdinger, the joint committee, after considerable discussion, decided not to change its recommendation to the Quarterly Court as the new addition, because of significant concessions made to the Maremont Corporation in the past, because of existing negotiations with potential industries wherein no concessions have been discussed, and that the new addition on the in-lieu-of-tax agreement be treated just as if it were a taxable addition. It was also explained that the Maremont officials had been invited to be present at this meeting if they so desired. No further action to change the original recommendation was made by the Court.

MAREMONT "IN-LIEU-OF-TAX" DIVISION BETWEEN
LOUDON AND COUNTY OF
LOUDON APPROVED

Judge Sproul further explained that the joint Committee also discussed the proposed contract between the City of Loudon and the County of Loudon, which had been drawn in accordance with previous discussion of the Quarterly Court and the City of Loudon, and that certain changes had been recommended in the contract which were felt to be explanatory only and not changing the agreement in any degree, and it was moved by Squire Blair, seconded by Squire Hudson, and unanimously approved by all Squires present on a roll-call vote that the contract as written be adopted with the County Judge being authorized to execute same, a copy of said contract, after execution by the City of Loudon, to be attached to these minutes as Exhibit .

VETS' MEMORIAL REPORT

Mrs. Addie Ruth Clarke gave a report concerning the meeting and actions of the Veterans' Memorial Committee concerning their efforts to raise enough public support and subscription to make the remaining payment on the monument which is now expected to be delivered and installed on the Court House lawn in October of this year.

OSCHA

Judge Sproul explained that the Occupational Safety and Health Program which the County had adopted was being forwarded onto Nashville, that he had offered the opportunity to participate in the program to several County officials and departments but that some had declined to be involved.

NOTARY PUBLICS ELECTED

It was moved by Squire Foster, seconded by Squire Blair, and unanimously approved on a roll-call vote by all Squires present that the following persons be elected Notary Publics:

James I. Gilliland, Jr., Wanda Rumfelt,
E. G. Dean, John E. Parris and Barbara Schultz.

FAREWELL REMARKS

SCHOOL SUPT. ALBERT DUKES

Judge Sproul explained that before accepting a motion for the adjournment of the meeting, that a time had been reserved for the out-going officials' remarks. Superintendent Dukes, after serving 20 years, noted that Squire Foster, Hudson and Blair were the only present members on the Court when he took office. He stated that his relationships with the County Court and the School Board had always been excellent, as contrasted to what he had heard from other area superintendents in relationship to their County Court and School Boards. He said the County Court had appointed good business men as School Board members and complimented Judge Sproul on his handling of the public meetings during the time when the State Reassessment Program was being conducted.

SHERIFF FREEMAN RUSSELL

Sheriff Freeman Russell upon completion of his six years as allowed by State law, thanked the Court for their co-operation over the years stating that everything he had asked for had been granted, and that the Court deserved congratulations for their assisting in the upgrading of the Sheriff's office.

ROAD COMM.
LILLARD BLEDSOE

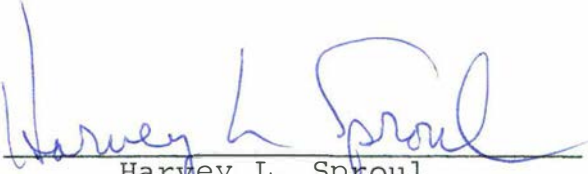
First District Road Commissioner Lillard Bledsoe indicated his appreciation for the co-operation he had had, but gave some indication that he felt that he was dissatisfied with the Central Garage that had been established by the Quarterly Court, and that he had hoped for more co-operation from that standpoint.

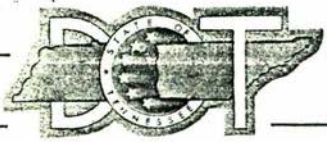
COUNTY JUDGE
HARVEY L. SPROUL

County Judge Harvey Sproul complimented Superintendent Albert Dukes for the progress of the Loudon County School System during the years that Superintendent Dukes had been in office, and advised Sheriff Russell that the many improvements that had been made in the Sheriff's office would not have been possible without his approval and co-operation. Judge Sproul then went on to state that he had several things that he wanted to review concerning the eight years he had been in office and working with three different Quarterly Courts, that he had attempted to put his comments in writing, and although still somewhat dissatisfied with them with the permission of the Court would like to read the comments to the Court and have the comments made a part of the records of the Court, said comments being attached hereto as Exhibit E.

ADJOURNMENT

There being no further business, upon motion by Squire Blair, seconded by Squire Hudson, and unanimously approved by all Squires present, the meeting adjourned at 9:15 P. M.


Harvey L. Sproul
County Judge



TENNESSEE DEPARTMENT OF TRANSPORTATION

NASHVILLE 37219

WINFIELD DUNN
GOVERNOR

Box #58
KNOXVILLE 37901
August 8, 1974

ROBERT F. SMITH
COMMISSIONER

BUREAU OF AERONAUTICS
*
BUREAU OF BUSINESS MANAGEMENT *
*
BUREAU OF PLANNING *
*
BUREAU OF HIGHWAYS *
*
BUREAU OF AREA MASS TRANSIT *
*
BUREAU OF INDUSTRIAL MARINE & WATERCRAFT TRANSPORTATION

Honorable Harvey L. Sproul
County Judge - Loudon County
Loudon County Courthouse
Loudon, Tennessee

Dear Sir:

In reference to your letter of July 22nd., concerning I-75 and nearby county roads, I would like to inform you of my findings.

1. Queener Road, as constructed, is according to project plans which were submitted at public hearings and accepted by the Loudon County Court. The contract under which this construction was performed has been completed and accepted. At this time no additional construction at that point. On the section of Queener Road which was disturbed by the addition of three cross drains, the pavement will be restored, this being done under another contract.

2. Matlock Bend Road was not originally designated as a haul road. However, as construction proceeded, it became evident that repairs would be necessary. Therefore, the section of Matlock Bend Road between old State Route 72 and I-75 was designated as a haul road. The repair consisted of a double bituminous surface treatment, which was an improvement to the road as it was originally a gravel road. In my discussion with Mr. Bledsoe, he requested that a portion of the road west of and parallel to the Interstate be repaired as a haul road. On this matter, the State is taking the position that the repair requested would be entirely the contractor's responsibility since the State has provided a haul road from the existing State Route to the Interstate right-of-way. I suggest that you contact McKinnon Bridge Company concerning any repairs.

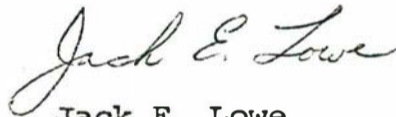
By Robert A

Page 2

3. In regard to drag racing on unopened sections of the Interstate, I have been advised by our Staff Attorney that the right-of-way is in the control of the contractor until the contract is completed and accepted by the State. His suggestion was to have the contractor request your Sheriff's Department assist in removing the drag racers, or to have the drag racing declared a public nuisance, thereby allowing the Sheriff to enter the right-of-way to make arrest.

If you have other questions, please contact me.

Sincerely,



Jack E. Lowe
Asst. Regional Construction Engineer

ag

J. H. Kennedy
Harvey Sprout

CONTRACT

Between

LOUDON COUNTY, TENNESSEE

And

MONROE COUNTY, TENNESSEE

RELATING TO THE TELlico AREA SERVICES SYSTEM

THIS AGREEMENT, made and entered into this 3rd
day of December, 1970, by and between LOUDON COUNTY, TENNESSEE,
acting through the Loudon County Board of Public Utilities, a public body
organized and created pursuant to TCA 5-1601 et seq. and MONROE COUNTY,
TENNESSEE, acting through the Monroe County Board of Public Utilities, a
public body organized and created pursuant to TCA 5-1601 et seq.;

W I T N E S S E T H:

WHEREAS, there exists a need in Loudon and Monroe Counties for
a modern system to provide water, sewer, solid waste and other services
which counties are authorized by law to provide; and

WHEREAS, the several counties of this State are authorized to
enter into agreements whereby they may jointly provide such services under
the provisions of the Interlocal Cooperation Act, TCA 12-801 et seq. and
also the Act relating to urban type public facilities TCA 5-1601 et seq.;

and

Exhibit B

WHEREAS, it would promote economy and efficiency for Loudon and Monroe Counties to join in the operation of a system for the provision of such services, thereby avoiding a duplication of effort and facilities; and

WHEREAS, the Boards of Public Utilities of such counties desire to do so by entering into this agreement, providing for the establishment of a jointly owned and operated system to be known as the Tellico Area Services System, (hereinafter called "System"); and

WHEREAS, the County Courts of Loudon and Monroe Counties have by resolution approved the entry into this agreement by their respective Boards of Public Utilities on behalf of each county;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree as follows:

I

This contract shall continue until terminated as provided herein.

II

- A. The Tellico Area Services Board (hereinafter called "Board") shall consist of the County Boards of Public Utilities of the two counties, and shall have the authority granted herein to plan, construct and operate the Tellico Area Services System.

- B. The system shall commence operations as soon as practicable following the date this agreement is fully executed and approved.
- C. The Board members shall serve coincident with their tenures as members of the County Board of Public Utilities.
- D. In the event of the death, resignation or loss of residence in the county of a member of either county Board of Public Utilities, the County Judge of that county shall, in accordance with TCA 5-1603, appoint another person to fill the original appointee's unexpired term, and the new appointee shall be a member of the Board.
- E. Appointees may not be removed from membership on the Board except by removal from the county Board of Public Utilities as provided in TCA 5-1603.

III

- A. The Board shall appoint a Chairman from among its membership who shall serve a three-year term and who may succeed himself; provided, however, that he shall serve only during his tenure as a member of the Board. The Chairman shall be a voting member of the Board. In the event the Chairman's membership on the Board is terminated, said Board shall appoint another of its members to complete the Chairman's unexpired term.

- B. The Board shall appoint a Fiscal Affairs Officer, who shall be Chief Fiscal Officer for the System and who shall serve at the Board's pleasure. It is the intention of the parties that the Fiscal Affairs Officer be the same as the fiscal officer from the county which acts as Fiscal Agent for the System under Section VI hereof, if the Board enters into such an arrangement with one of the counties which is a party hereto.
- C. The Board may, at its discretion, retain or otherwise arrange for the services of attorneys, accountants, engineers, consultants, or any other persons whose services may be desired by the Board to aid it in the performance of its duties.
- D. Unless otherwise provided, the Board shall provide a bond on each of its members in the amount of \$10,000 and on the Fiscal Affairs Officer in the amount of \$50,000.

IV

The Board shall have all powers conferred upon a County Board of Public Utilities by TCA 5-1601 et seq. including powers authorized by subsequent amendment and shall act in accordance with the provisions thereof, which provisions, where applicable to a Board of Public Utilities, are incorporated herein by reference. The Board shall also have all other powers authorized by law, except to the extent such powers are limited by this agreement. The Board shall provide services only in those portions of

the two counties for which such service is authorized by the applicable county court. All contracts made by the Board shall be in the name of the Tellico Area Services System. The Board shall meet not less frequently than bi-monthly. Four members shall constitute a quorum. The Chairman shall give not less than five days actual notice of Board meetings to all Board members. In the event of a tie vote on any matter before the Board, the item under consideration shall not pass.

V

The Board shall appoint a Superintendent who shall have the authority, duties and responsibilities conferred by TCA 5-160⁴ except as modified by this contract or by the Board and who shall be responsible to the Board for the operation of the System. The Board will establish policies concerning personnel, charges for services, and other matters relating to the operation of the System, which policies will be carried out by the Superintendent.

VI

The Board may enter into an agreement with one of the counties which is a party to this agreement under which such county would act as fiscal agent for the System, or the Board may appoint or otherwise arrange for the services of a fiscal agent.

VII

All capital property of the System (real and personal) shall be owned jointly by the two counties. Each county shall have an equitable interest in such property equivalent to a weighted average of its equitable ownership in each facility as described in each plan of service, as adjusted for depreciation and such other adjustments as are directed by sound accounting practice. All other property of the System shall be owned equally by the two counties.

All real property necessary for the operation of the System will be purchased or leased by and held in the name of the county in which such real property is located; provided, however, that said real property shall be held in trust for the Tellico Area Services Board; and provided, further, that each county shall have a beneficial equitable interest therein as described above. Where so requested by the Board, the county in which such real property is located shall sell such real property or interest therein at public auction under terms and conditions established by the Board and pay the proceeds of the sale to the Board, provided, however, that said county may, at its option, retain such property upon the payment of a mutually agreed price to the Board. Where any county, at the Board's request, constructs or improves any roadway to serve such real property, the Board shall directly reimburse such county for the costs of constructing or improving such road.

VIII

The Board shall be responsible for providing water, sewer and solid waste services and such other services as are authorized by TCA 5-1601 et seq. or by any future amendments thereto to such areas of each county as may be designated by resolution of the county court thereof and described in an approved service plan. Before the Board of Public Utilities of either county undertakes to construct any facilities or furnish any services authorized by TCA 5-1601 et seq. in its county it shall request the Board to prepare a plan of service for the provision of such facilities by the Board. If within one year from the date of such request the Board has not prepared such a plan of service or it has not been approved by the County Courts of both Counties, the Board of Public Utilities requesting the plan may then undertake to construct such facilities or furnish such services.

The Board shall prepare or obtain a separate plan detailing the scope of each service to be provided, the facilities and equipment required, the estimated share of each county in the costs of construction, the estimated share of each county in the costs of operation or a method for calculating such share, the areas to be served, the sources of funds necessary for construction and operation, the proposed equitable division of ownership of any facilities and equipment involved and such other matters as may be requested by either county, as required by law, or as the Board deems necessary. The Board shall provide services only after a plan for such

services has received all approvals required by law and has been approved by both counties, which approval shall include a commitment by each county to provide such assistance, including financing and land acquisition where required, as is described in any such plan.

X

The Board shall prepare an annual budget separately itemizing and allocating for each county the capital and operating expenses for the System for each fiscal year. Such budget shall be prepared in time to allow the Board of Public Utilities of each county to make a timely submission to its respective County Court. The annual budget shall consist of a capital and an operating budget. The capital budget shall show the amount needed by the Board for the fiscal year in question as the contribution from each county for the construction, purchase or acquisition of facilities and equipment identified in an approved plan and the recommended extent to which such facilities are to be bond and tax financed. The operating budget shall show the amount needed by the Board for the fiscal year in question from each county for the operation of tax supported services in each county. The annual budget shall provide for payments into all funds authorized under this contract and shall further reflect any debits or credits resulting from differences between the estimated and actual costs of services, equipment and facilities during preceding years, which shall be added to or subtracted from the annual budget for each county as appropriate.

XI

The Board may establish one or more operating funds, contingency funds, reserve funds, and sinking funds; provided, however, that no such funds shall be established without the approval of each county court.

The Board shall obtain an annual audit of all of its books by any auditor approved to audit county funds. Either county may audit the Board's books at any time.

XII

This agreement may be terminated by either county at its option upon written notice to the other, which termination shall be effective as of the end of the fifth full fiscal year following the notice of termination; or by either county for cause not sooner than three months nor later than nine months from the beginning of any fiscal year in which the other county fails to provide the Board with its share of the funds necessary to construct or operate facilities for which a plan has been approved, which termination shall be effective as of the end of the first full year following the notice of termination. Upon notice of termination the Board shall obtain an appraisal of the value of the System and the separate major components thereof. The Board shall further determine the value of the equitable ownership of each county, in each component. All such components

shall be offered by the Board to the non-terminating county, at their appraised value. All components not purchased by such county shall be purchased by the other county on the same basis. Any county purchasing a component shall continue to serve the area served by such component. The value of the equitable ownership of each county shall be part of the consideration for any purchase.

This agreement may be amended at any time with the approval of the County Courts of each County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives as of the day and year first above written.

Attest:

Neely Barber

LOUDON COUNTY BOARD OF PUBLIC UTILITIES

By Robert L. Ladd
Chairman

Attest:

Neely Barber

MONROE COUNTY BOARD OF PUBLIC UTILITIES

By Glen O. Lucas
Chairman

Approved:

STATE OF TENNESSEE

By David M. Pack
Attorney General

By Bill Shover
Director, State Planning Office

By Barwick
Commissioner of Public Health

Contract between Loudon County, Tennessee and Monroe County,
Tennessee Relating to the Tellico Area Services System

**LOUDON COUNTY
CENTRAL ACCOUNTING DEPARTMENT**

P. O. BOX 376
LOUDON, TENN. 37774
TELEPHONE 458-4619

BUDGET AMENDMENTS

for

Agenda - August 19, 1974

Federal Revenue Sharing Trust Fund

Transfer \$100.00 from Account 97 (unappropriated surplus)
to Account 200-09 (office supplies).

GENERAL PURPOSE SCHOOL FUND

Transfer \$5,000.00 from Account 97 (unappropriated surplus)
to Account 2720.1 (Grounds). To repair grounds damaged when
gymnasium was built at Highland Park School.

Transfer \$2,700.00 from Account 97 (unappropriated surplus)
to Account 2210.51 (Principal's Office - Clerks). Salary for
clerk at Eatons School.

These transfer were requested by the Loudon County Board of
Education.

GENERAL FUND

<u>Acct. No.</u>		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (143) Funds from T.A.S.S.	30,000.00	
81	Appropriations (1126-14) Expenditures of T.A.S.S.		30,000.00
	To set up budget for Tellico Area Services System		

Exp. Related

**LOUDON COUNTY
CENTRAL ACCOUNTING DEPARTMENT**

P. O. BOX 376
LOUDON, TENN. 37774
TELEPHONE 458-4619

BUDGET AMENDMENTS FOR AGENDA

August 19, 1974

HIGHWAY FUND

<u>Acct.No.</u>		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (141.23) Rural Road Funds	\$25,181.16	
81	Appropriations (1204) Rural Road Expenditures		25,181.16
	To set up rural Roads		
	53040-8302-03 - R-3331 (5) - Shaw Ferry - Possum Valley		
	53045-8301-03 - R-3423 (11) - Martel		
	53044-8301-03 - R-3423 (10) - Martel		

CONTRACT CONCERNING MAREMONT
IN-LIEU-OF-TAX PAYMENTS

Whereas, the Loudon County Quarterly Court and the Board of Commissioners of the City of Loudon in 1968 entered into an agreement with the Maremont Corporation and the Lenoir City Industrial Development Board, Inc. and possibly others, as to an In-Lieu-of-Tax Agreement to be paid by the Maremont Corporation in the amount of \$40,000 per year to be shared between the City and the County with the first payment to begin in 1980; and

Whereas, the Loudon County Quarterly Court minutes indicate that the money was to be divided in 1980 and in subsequent years based on the 1968 Loudon County Property Tax Rate proportion to the 1968 City of Loudon Tax Rate, but the City of Loudon contends that it did not make any such agreement and was not a party to such Resolution; and

Whereas, in subsequent years in a second agreement, the City and the County have agreed with the Maremont Corporation in approval to a building addition that was constructed in 1972 that the Maremont Corporation would pay \$6,666.66 In-Lieu-of-Taxes, but the City and the County still had not agreed on what basis the money would be divided; and

Whereas, it would be to the mutual benefit of both the City and the County to settle this question so that the money which has been accumulated for two years on the basis of the second agreement with Maremont can be distributed, and so that there will be no question as to how to divide the \$40,000 payments as they begin to become due.

Whereas, the City of Loudon expended "out of pocket" expense in preparing for the Maremont Corporation to come to Loudon somewhere in the neighborhood of approximately \$40,000, with the County also expending a substantial amount of money; and

Whereas, the City of Loudon has proposed that the first money coming from the present \$6,666.66 payments and the \$40,000 in 1980, be divided 1/2 to the City and 1/2 to the County until the City receives a reimbursement of the full \$40,000;

E. L. A. D.

Now therefore be it agreed between the City and the County, in consideration of the mutual benefits and forbearances arising as to each party, that all of the payments which have been received and will be received for the first addition to the building (the second agreement calling for an In-Lieu-of-Tax payment in the amount of \$6,666.66) will be divided equally as between the City and the County, both as to principal and interest, until 1980, at which time the first payment under the original In-Lieu-of-Tax agreement in the amount of \$40,000 will be due to be paid by Maremont, at which time the balance needed to cause both the City and the County to receive \$40,000 each will be first deducted from the first \$40,000 payment to be made by Maremont, in such a way that both the City and the County will have received a total of \$40,000 each from the In-Lieu-of-Tax payments for the first addition and the first payment on the main building, with it being agreed that the balance of the first \$40,000 In-Lieu-of-Tax payment to then be divided between the City and County proportionate to the tax rates for the City and the County for the year 1980 as applied to the total tax rates.

It is further agreed that beginning in 1981 and for all years subsequent to that year that the In-Lieu-of-Tax payment, in reference to the \$46,666.66 paid each year by Maremont, will be divided each year in direct proportion to the tax rates for each political subdivision respectively, it being further understood that the Maremont Corporation, or its successors and assigns, will be requested to make the necessary calculations each year and to make the payments direct to each government involved for each year that the payments are made.

It is understood that this agreement will be in effect throughout the period of agreement with the Maremont Corporation under the initial agreement and concerning these two particular payments, totalling \$46,666.66 unless modified

by some specific agreement of the parties hereto at some later date.

This agreement made this 19th day of August, 1974.

COUNTY OF LOUDON

By: Harvey L. Sorrell
County Judge

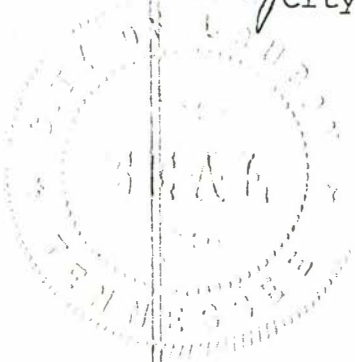
CITY OF LOUDON

By: Eugene Lambert
Mayor

ATTESTED:

Edward P. Under
County Court Clerk

Virginia L. Burnettes
City RECorder



FAREWELL REMARKS
QUARTERLY COURT MEETING
AUGUST 19, 1974

These past eight years have been momentous ones for me personally, as I believe they have been for Loudon County itself, and possibly are deserving of comment for "record" purposes.

Upon my election in August, 1966, I felt that I had pledged myself to certain goals and standards and I set out to keep the pledge that I had made to the people of Loudon County. To be sure, Loudon County is my adopted County (and you have to go several Counties back in order to get to the one where I actually was born), but I had high hopes, dreams and ideas as to a "middle-ground" of growth and progress that should be attempted, with the County hopefully to still retain its basic character that has been here from the time of its organization. These were difficult times in which to strive for these things because of pressure caused by the general location of Loudon County, with two Interstate Highways and three "U.S." Highways, near the Great Smokey Mountains, the Knoxville, Oak Ridge, and Alcoa urban areas, particularly being in the pathway of the Western growth of Knox County, located on the TVA lakes -- all of these things and the proposed new TVA-Boeing Timberlake development that envisions 30,000 to 50,000 new people in Loudon County in the next 20 to 30 years, and the proposed Exxon development to cost \$300,000,000 or more.

There are things that need to be done to prepare for a future of expected growth, and that is to attempt to provide the necessary basic public facilities, to strive for a sound governmental structure, and a sound financial structure, and the great necessity of maintaining a reasonable planning function that has the responsibility and authority to guide the growth in the best and most economical way. The basic instrument that we have to work with toward these goals in Tennessee is the Regional Planning Commissions, and the tools which they have with which to work are regulations for the subdividing and developing of land, and the conserving and guiding the use of land so that the necessary utilities and services can be offered for the particular use of the land in the particular locations 311

where these respective types of growth are expected to occur.

To accomplish all of these basics requires good, honest, capable people in government, and citizens who are willing to volunteer and devote their time to serve on the necessary committees and commissions.

We have been blessed with officials and citizens like this during the last eight years. There is no way I can give enough praise and thanks to some of the individuals with whom I have been most closely involved in Loudon County government -- qualified officials who have outstanding integrity, dedication to do a good job, and a sincere desire to put the interest of the people first, and personal, political and partisan interest second. Some of the people with whom I have had the opportunity to work the closest and who meet these high standards are: our Director of Accounts and Budgets, June Custead, who is recognized throughout the State for excellence in her field; Buddy Jenkins, our Purchasing Agent, who has worked for the County many years and who never shirks any task that he is asked to do; our Civil Defense Director, Ted Randolph, who has served with me during most of the eight years I have been in office, and who has an outstanding record of accomplishments, being willing to go far beyond the more narrow limits which perhaps his job description calls for; my Secretary, Barbara Hiefner, who has been dedicated, loyal and dependable and who has typed more words more accurately from my mumbled dictation than anyone will ever be able to count; Marie Brooks and Edward Alexander, the two County Court Clerks with whom I have had the pleasure to work; and Deputy Clerks Addie Ruth Clarke, with whom I suffer every month as we attempt to get the minutes of the Quarterly Court correct, and Mrs. Kate Hope, our knowledgeable Probate Clerk; Gay Hamilton, an outstanding young hospital administrator; and many other officials and employees with whom I have associated daily who are people of competence and interested in the public good.

HIGHLIGHTS

I suppose if I were going to list the highlights of these eight years I would have to mention on the list the

construction of our new Loudon County Memorial Hospital which, after blood, sweat and tears, physically is one of the more progressive and outstanding hospitals of its size, and for which we were able to get \$1,200,000 in grants. In discussing this I could not pass without giving gratitude on behalf of myself and on behalf of the people of Loudon County to Thomas Foster who served as Administrator of the Hospital for some twenty years and without whom the new project would not have been completed.

The "not-yet-finished" Loudon County Justice Center is an outstanding example of what co-operation between governing bodies and law enforcement agencies can do. This project when completed will be a model pilot facility and one of the few of its kind in the country in that it will house the law enforcement and justice functions for all the law enforcement agencies of the County, and will also serve as an emergency operating center. It may very well serve as a catalyst for much greater co-operation and accomplishments in the future that will provide better services for the people at a more economical cost.

The Sugar Limb and Philadelphia interstate connecting highways and interchanges, as possibly should have been expected, have turned out to be more expensive than what was first calculated, but I believe (as Mayor George Dempster believed for the Henley Street Bridge at the time it was built) that the interchanges and the roads will be a great asset to this County and will be a very small expenditure when compared to the benefits which will ultimately occur.

Loudon County is still one of the few Counties in the State of Tennessee that has adopted the Fiscal Procedures Act, the Budgeting Act and the Purchasing Act as recommended by the State Comptroller's Office. It is a source of amazement to almost anyone with whom I have talked that our Central Accounting Department has had only two employees during the seven years that it has been in existence with them doing all of the accounting, bookkeeping and check writing for all of the County departments except the Hospital.

The approval of the formation of the Loudon County Regional Planning Commission by the Quarterly Court in 1967 has been a necessary and vital key to the progress of the County. Many of the projects and accomplishments first got their "airing" and study in the County Planning Commission. Subdivision regulations, zoning regulations, and the basic groundwork for a building code have all been adopted -- and Loudon County has, again, asserted its leadership among all Counties in the State in this regard.

I was personally glad to be involved in advising and guiding the Quarterly Court concerning local government's TVA In-Lieu-of-Tax payments which are paid directly to the State of Tennessee, but of which a proportionate amount was not being paid back to the various Counties. I was proud that my recommendation turned out successfully. My recommendation, in reference to a tentative settlement that had been reached in the lawsuit in which we were involved, was that the proposed settlement should be at least doubled. The Quarterly Court supported me in this and I went to Nashville, appeared before the State Board of Equalization and was able to convince them of the validity of our position. The ultimate settlement has resulted in a minimum total increase of at least \$80,000 per year of which Loudon County has already received \$240,000, with proportionate increases going to every County in the State which receives these payments.

ACCOMPLISHMENTS

What are some of the other important things which I feel have been accomplished?

1. A merit system for the Sheriff's Deputies.
2. A unified personnel program which for the first time gives a chance at treating County employees equally for equal training and responsibility insofar as pay is concerned, and which has also brought to them full retroactive retirement benefits in full, and also has given to them a group insurance program of which the County pays a substantial part.
3. A closely negotiated contract with Tennessee Valley Authority for the Tellico Project replacement roads which will mean hundreds of thousands of dollars to Loudon County in

additional benefits over the original contract which had been offered.

4. A County Ambulance Service that has trained personnel to provide 24-hour service to the people of this County.

5. The joining with surrounding school systems and Counties, forming the Little Tennessee Valley Educational Cooperative which enables the providing of certain educational benefits which could not be provided by one County School System alone.

6. The new Union Carbide Access Road.

7. A Central County Garage which provides prompt service at an economical price for all County vehicles.

8. The Maremont Industrial Park and the obtaining of Maremont Corporation as a new industry which presently employs approximately 1,000 employees.

9. The selection by Exxon Corporation of Loudon County for a potential investment of approximately \$300,000,000 to \$400,000,000.

10. The joining together of the County with the Cities to provide a place for the disposal of garbage and solid waste.

11. The adoption of standards for the acceptance of new roads by the County and the selection of a County Highway Engineer to help see that the roads accepted by the County meet the standards.

12. The renovation of this Courtroom and improvements to this Court House and its grounds, adding to its reputation as one of the more beautiful Court Houses in the State.

13. The formation of the County Conservation Board, and the co-operation with the Eaton Ruritan Club and the Luttrell Community Club in two new County parks, in addition to the new County park at the Air National Guard Rest Camp.

14. The formation of the Tellico Area Planning Council to serve as a sounding board in attempting to work with TVA in seeing that the feelings of the people of the local area are incorporated into the Tellico Project and the proposed new Town of Timberlake.

15. The decision of the Quarterly Court in going from quarterly meetings to monthly meetings to enable the better consideration of County business and to give a better chance to provide service to the people.
16. The passage of the 1/2¢ sales tax in behalf of the County which has enabled the County School System to improve in its "per pupil" expenditures, and to adopt an index scale in raising the pay and salary of the County teachers.
17. The leadership of this County in organizing the East Tennessee Development District, which includes 16 Counties in its organization, and its various activities.
18. The reorganization of the Hospital Board of Directors.
19. The joining of the County with Lenoir City and Loudon in the Juvenile Services Program.
20. Computerizing in our tax-billing and in the writing of our tax rolls, with each property owner receiving a copy of his tax bill.
21. The building of the small auxiliary Courtroom in the Court House.
22. The reapportionment of the Quarterly Court into a 9-member body to give the Squires greater individual importance and a greater voice and participation in the affairs of the County.
23. The drawing of a long-range comprehensive plan for the future growth and guidelines of the County.
24. The coming of Lenoir Industries, Munsey Products and other industries in co-operation and working through the Loudon County Industrial Committee.
25. The bidding out of much of the County business in insurance and bonds so as to save considerable amount of money.
26. The standardization of maps in the Register's office.
27. The discharge of \$50,000 indebtedness of the Highway Departemnt existing at the time that the new County Judge and new County Court came into office in 1966.
28. The requirement of uniform colors and markings for County Highway equipment.

29. The approval and ordering the impressive "G.I." statue for the Veterans Memorial to be placed in the front yard of the Court House.
30. A very active and successful Loudon County Centennial celebration in 1970.
31. Adoption of our official County Flag.
32. The building of a new records room in the basement of the Court House and other necessary storage rooms.
33. Participation and co-operation with the City of Loudon in the building of their new swimming pool and recreational facility next to the Loudon High School.
34. The joining with the City of Lenoir City to agree upon the development of the Fort Loudoun/Park, immediately West of the Eaton Corporation plant, which will also provide a new access road from Lenoir City West to the city limits, the total projected cost to exceed \$750,000, most of which hopefully will ultimately be paid by Federal grants and sale of the industrial land.
35. For the scholastic year ending June 30, 1966, the annual salary for teachers in Loudon County was \$4089.02. For the year ending June 30, 1972, (two years ago) the average annual salary was \$6769.67. This is just evidence of the progress that has been made by the County in educational effort during this time.
36. One evidence of the amount of effort that has been expended and the interest the Quarterly Court has had in getting some of the necessary things done, but doing it with the least dollar, is the fact that during this period of time an estimated \$4,225,000 in grants from the Federal and State Government has been obtained on the various projects in which Loudon County has been involved.

All these and many others -- but possibly the main accomplishment may be the gaining of an increased feeling by the people of this County of pride in their County and of the progress it is making, and of hope and faith in what can be accomplished in the future by working together. There is no doubt but what the co-operation between the Cities and the County and the different sections of the County has improved

considerably. I expect it to improve even more in the future.

I could not stop without a comment upon my association with the Loudon County Quarterly Court over these many years, an association which I personally have always felt to be very good. I came into office owing no political obligations and bearing no grudges, I leave the same way. Sure, as in any organization over such a period of time, there are times of strain because we do not all see things alike all the time, but I have never held a grudge against any man. Basically I have felt that the Quarterly Court has been one of the more progressive Courts in the State of Tennessee, and so far as I am concerned has a record that will match almost any in the Nation for a County of this size. I believe that when the "chips were down" with good leadership in the Court it has come up with the right answer at the right time most of the time. I have been proud of every man on the Court for various leadership roles each has assumed at various times I hope that I can still count each man as a friend.

I have never tried to bargain with a Squire to vote for anything. Certainly there have been long and many individual conversations concerning many and difficult issues. What else is leadership and how else can you see all sides of the issue? I have always tried to make my judgments and present the arguments for or against an issue on the question of whether it was basically and generally good for the people of Loudon County as a whole, and if we disagreed that was alright too as long as I felt the person was attempting to take his position on that test, and not on the main test of what was good for himself, or his party or his section of the County.

In looking to the future, I challenge the Quarterly Court and the new County Judge to look at the needs of Loudon County as a whole. I urge them to study each issue, proposal, and program carefully and to get all the background and information possible, with particular reference to observing what has happened to other communities in handling or failing to handle the same issues and proposals. I challenge them to be willing to take the necessary stands, even though somewhat unpopular at the time, that are necessary to keep and improve Loudon County^{as} a good community in which to live.

TO MY FAMILY

I could not close my remarks without saying that it is not possible for me to give enough gratitude and love to my wife and wonderful family for the support they have given me during my years in public office. Surely there have been those times of reward for them also, but all of you who have served in public office know something of the strain that comes to the family of a public official, and particularly from the standpoint of the time taken away from family gatherings and functions. I think it would be fair to say that in the case of a County Judge who must be involved in many of the meetings, committees and activities of the County, particularly where there is limited administrative help, that there leaves little time for home life and the family. And so I apologize to my wife and family for all the things I have failed to be to them, and I give them my love and gratitude for their support and loyalty, and I hope and pray that it all has been of some value.

Godspeed to Loudon County during the coming years.



Harvey L. Sproul
County Judge
Loudon County