

Be it remembered that the Quarterly County Court of Loudon County, met on April 7, 1975, at 7:00 P.M., with the Honorable William H. Russell, County Judge, presiding and with Mrs. Addie Ruth Clarke, Deputy Clerk of said Court present: Whereupon Chief Deputy Sheriff, Luke Bright, opened Court, led the Pledge of Allegiance to the Flag and introduced the Rev. O. C. Rainwater of Loudon, Tennessee, who gave the invocation.

The following Squires were present:

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

READING OF
MINUTES

The minutes of the March 3, 1975, session of the Quarterly Court were read. Upon motion of Squire Hudson and seconded by Squire Foster the minutes were approved unanimously as read.

VISITORS

Visitors in the audience were recognized at this time.

C. B. PICKLE
RE-ZONING REQUEST;
DENIAL OF

Mr. Hill Henry from the Tennessee Department of Transportation, Bureau of Highways, was present in the audience at the request of the Court. Without objection the matter of reconsideration of the C. B. Pickle re-zoning request was taken up at this time in order to let Mr. Henry advise the Court as to the State's position on this matter. Mr. Henry advised the Court that notwithstanding any action the Court may take with respect to the re-zoning request of the C. B. Pickle property, the State's position would be the same. He further advised that the particular location in question was not one where the State would allow sign boards at this time. He further advised that legislation was pending which would further restrict the sign board positions along the interstate highways. Upon full discussion and complete questioning by the Court, upon motion of Squire Duckworth and seconded by Squire Blair it was moved to re-zone the C. B. Pickle property. Upon a roll-call vote there were recorded two aye votes and seven no votes. The Court declared the motion failed and the C. B. Pickle property re-zoning request was denied. The Court thanked Mr. Henry for taking his time to come to the Court and advise them with respect to these matters.

ADVISORY COMMITTEE

Judge Russell reported to the Court that he had prepared the Advisory Committee list and a copy of the proposed appointments is attached hereto as Exhibit A.

SENIOR CITIZENS CENTER

Judge Russell reported that in connection with the Mid-East Community Action Agency certain funds had been made available for the funding of a Senior Citizens Center in Loudon County. Progress was being made toward the renovation of the old nursing home for a senior citizens center. He further reported that funds would be available from federal sources to hire a senoir citizens coordinator for the County.

RE-ZONING

Steve Campbell of the State Planning Office gave the Court the Loudon County Planning Commission report which is attached hereto as Exhibit B. The Court then considered the re-zoning of Parcel 42, Tax Map 86 from M-1 Industrial to C-1 Rural Center. The matter was fully explained to the Court by Mr. Campbell and upon motion of Squire Hudson and seconded by Squire Conner the matter was unanimously adopted. This being Resolution No. 11-75, Exhibit C.

SCHOOL REPORT

Representatives from the Glendale and Philadelphia P.T.O. organizations were allowed an opportunity to speak at this time. Mr. Waterhouse from the Glendale area advised the Court of some particular problems and gave comments concerning the school situation in Glendale. Several people representing the Philadelphia area were present and gave the Court the benefit of their comments concerning the school at Philadelphia.

Upon motion of Squire Bledsoe and seconded by Squire Hudson the Court unanimously approved and authorized Superintendent Headlee to proceed with the installation of a water cooler and water meter from available funds within the school budget.

SCHOOL BUDGET
SUBMITTED

Superintendent Headlee gave a report on the L.T.V.E.C. meeting. Superintendent Headlee presented the Court with the tentative 1975-1976 physical year school budget. The budget was accepted and referred to the budget committee upon motion of Squire Duckworth and seconded by Squire Foster. The matter was unanimously carried to refer to the Budget Committee.

PURCHASING COMMITTEE

Squire Hamilton gave the Purchasing Committee report.

LAW ENFORCEMENT COMMITTEE

Squire Hartsook reported that the Loudon County Law Enforcement Agency had met at its regularly scheduled time and plans were proceeding for the dedication service of the Justice Center. He reported that the operation of the Justice Center was making progress and that the building and furnishings were proceeding as quickly as possible.

HOSPITAL & AMBULANCE
REPORTS

Squire Conner gave the Hospital and Ambulance report for the month of March.

BUDGET AMENDMENTS

The Budget Amendments, attached hereto as Exhibit 10, were submitted and upon motion of Squire Williams and seconded by Squire Hartsook it was moved that they be adopted. Whereupon much discussion followed concerning an amount listed in the budget amendments for a cook's salary in the Justice Center in the Sheriff's Department. Upon motion of Squire Williams and seconded by Squire Hartsook the budget amendments were amended to increase pay to the cook from Two Hundred (\$200) to Three Hundred (\$300) per month. It was noted by Squire Duckworth that the Budget Committee had recommended that Two Hundred (\$200) be made available. Upon a call for question the amendment to the Budget amendments was approved. Then upon a call for the question of the entire budget amendments as amended the amendments were adopted.

INDUSTRIAL REPORT

Bart Iddins the Loudon County Industrial Representative reported to the Court that he was in touch with several prospective manufacturing concerns, concerning their possible location in Loudon County. He advised the Court that he was preparing an Industrial trip for the Squires which would probably take place sometime in May.

LOUDON COUNTY INDUSTRIAL
BOND BOARD

It was noted that two members of the Loudon County Industrial Bond Board were needed replacing. The members being replaced were William H. Russell who was now serving as County Judge and could no longer serve and Glen Whistler who had long since moved to Sevier County, Tennessee. The Court suggested two names one, J. Y. McNabb of Loudon, Tennessee, and a Mr. Merle Westbrook of Lenoir City, Tennessee. Upon motion of Squire Blair and seconded by Squire Hartsook, both men were unanimously approved as replacements for the Industrial Bond Board.

Judge Russell reported that the Comptroller had sent back the County Officials Bond forms again and requested that they be revised

BONDS;
APPROVAL OF

and resubmitted. Judge Russell advised the Court that the bonds were now in proper order and should be approved by the Court for further forwarding to the Comptroller. Upon motion of Squire Blair and seconded by Squire Hartsook the bonds were unanimously approved as submitted.

OCCUPATIONAL SAFETY &
HEALTH ACT; RESOLUTION;
AMENDMENT TO

Judge Russell explained to the Court that certain amendments were necessary under the Occupational Safety and Health Act resolution as previously made by the Court. Attached hereto is a copy of the amendments and upon motion of Squire Foster and seconded by Squire Hudson the amendments were unanimously approved to the resolution. Attached hereto as Resolution No. 12-76 Exhibit 8.

TASS RESOLUTION
APPROVING FUNDING

The Court was presented with water revenue and tax bonds concerning the Tellico Area Service System. Upon full discussion and explanation and upon motion of Squire Hudson and seconded by Squire Hartsook the resolutions were unanimously approved. They are attached hereto as Resolution No. 13-75 and Exhibit 7.

Gary Hensley, City Administrator, of the City of Loudon, Tennessee, was present to explain to the Court a proposal concerning a joint application for federal funds by the City of Loudon and the County of Loudon. Mr. Hensley explained that there was an opportunity for the City of Loudon and the County of Loudon to join together in requesting certain funds in that by so doing the request would have higher priority than if either one of the entities requested the funds by themselves. It was explained that the funds would be used in the area of Loudon, Tennessee, adjacent to the Bacon Building and the Hospital. Mr. Hensley advised the Court that it would require no funds on the County's part but could result in the receipt of several thousand dollars for recirculating the traffic around the Bacon Building and the aesthetic improvement of the residential area around the hospital.

Upon motion of Squire Conner and seconded by Squire Hudson the Court unanimously approved an amendment to allow the County to participate with the City in the grant application upon the specific stipulation that it would cost the County no funds.

ELECTION OF
NOTARY PUBLICS

Upon motion of Squire Bledsoe and seconded by Squire Foster the following Notary Publics were elected:

Charles Davis-renewal
Carl O. Wattenbarger

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Gerald F. Easter
Terry Vann
James H. Simpson
Charlotte Lawson
Ruth Hildreth
Raymond Newberry
Sandra Wright Poe

MEETING ADJOURNED

There being no further business to
come before the Court the Court was adjourned.

William H. Russell
COUNTY JUDGE

Edward L. Alexander
Edward L. Alexander
COUNTY COURT CLERK

LOUDON COUNTY COURT ADVISORY COMMITTEE STRUCTURE

COUNTY JUDGE AND QUARTERLY COURT

Ann Bright and Charles T. Eblen Co-Chairpersons

INTERGOVERNMENTAL RELATIONS

H. T. Harris-----Chairperson
Wayne Carter
Cam Hall
Lloyd Hunt
Edward P. Bailey, Jr.
Doug Williams
Walter Shea
Ham Carey
Bland Winfrey
Cotton Plemons
Ray Houk

TRANSPORTATION

Broady Harrison-----Chairperson
Gerald Cole
Ted Randolph
Don McMurray
Rufe Wilson
Ron Parris
Jack Hardin
Edwin H. Easter
J. B. Whaley
Bill Bright
Mrs. Ralph (Shirley) Hall
Nola Elam

RECREATION AND LEISURE

Sam Harrison-----Chairperson
J. Will Jones
Ed Arnold
Dr. Kitchens
James H. Gibson
Vivian McCrary
Jack Henry
Pop Curtis
William Anthony
J. B. Looper

EDUCATION AND CULTURAL

Larry Cate-----Chairperson
Ed McQueen
Kathryn Henry
Sylvia Sproul
Glenda Arp
Marianne Bailey
Judy McGill
Red Lyle
Jan Myers
Bob Cusick
Mrs. Linda Pickle
Bob Richesin
Mrs. Graham Johnson
Mrs. Edna Arnwine

LAND USE

Charles Harrison-----Chairperson
Hugh Hickey
Bart Eldridge
Ben Galyon
Henry Mitchell
Sam Forkner
John Cardwell
Dick Huff
Lee Thompson
James A. Pope

ECONOMIC DEVELOPMENT

John Greer-----Chairperson
Ed Bell
Harry Wampler
Ross Wilkerson
Jim Simpson
Richard Woods
Harry Goodman
G. F. Hein
Don Canter
Norman Lawhorn
Will A. Hildreth
Doyle Arp
Jerry Park
Jack Lefler
Frank King
Darrus Richesin
Jack Randolph
J. W. Clouser
Bill Cotter
Bill Zeeb
Edward L. Green

YOUTH

Tommy Hall-----Chairperson
Paul Bivens
Dave Holt
Marjorie Gilbert
Don Bailey
Terry Henry

Ey. Hildreth A

Senoir Citizens

Mrs. Harry Walls
Mr. W. L. Hyden
Mrs. Annie White
Mrs. Swaynee Wilson
Mr. & Mrs. A. A. Carlton
Mrs. John Christian
Miss Gussie McSpadden
Mrs. Jessie Ridenour
Mrs. Rose Keener
Roy Murr
Howard Nelson
Lee Price
Miss Jenette Alford
Rev. O. C. Rainwater
Bart Iddins

Health Council

Jim Wilburn
Marjorie Price
Lellian Russell
Jo Reno
Virginia Burnette
Edna Birkholz
Barbara Shaw
Gay Hamilton
Eddie Tom Smith
James Johnson
Bart Iddins

RESOLUTION NO. 11-75

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-405 OF THE TENNESSEE CODE ANNOTATED, TO REZONE PARCEL 42, TAX MAP 86, FROM M-1, GENERAL INDUSTRIAL, TO C-1, RURAL-CENTER

WHEREAS, the Loudon County Quarterly Court, in accordance with Chapter 4, Section 13-405 of the Tennessee Code Annotated may, from time to time amend any provision of any zoning resolution, and

WHEREAS, the Loudon County Regional Planning Commission has forwarded its recommendations regarding the amendment of the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Quarterly Court that the Zoning Map of Loudon County, Tennessee, be amended as follows:

- I. That parcel 42, Tax Map 86, be rezoned from M-1, General Industrial, to C-1, Rural-Center..

BE IT FINALLY RESOLVED, that this resolution shall take effect immediately, the public welfare requiring it.

Date: _____

County Judge

Attest: _____
Loudon County Court Clerk

Exp. Robert C

Budget Amendments for
Agenda April 7, 1975

GENERAL FUND

Transfer \$4,000.00 from acct. 807.2 (State Health Funds to
Acct. 807.1 (Local Health Department)

This was requested by the State Department of Public Health.

Transfer \$8.00 from acct. 202.19 (other contractual services)
to acct. 202.13 (Surety Bond-County Judge)

Transfer \$220.00 from acct. 207.20 (Officials ^{holding} elections)
to acct. 207.19 (other contractual services-elections)

Transfer \$395.54 from acct. 207.13 (other supplies-election)
to acct. 207.19 (othercontractual services election)

Transfer \$100.00 from acct. 303.1-19 (othercontractual services
to acct. 303.1-09 (office supplies-property assessor)

Transfer \$100.00 from acct. 304.13 (surety bond-trustee) to
acct. 304.09 (office supplies-trustee)

Transfer \$256.06 from acct. 506.05 (County Justice Center Utilities)
to acct. 502.05 (County Jail Utilities)

Transfer \$72.75 from acct. 506.08 (Repairs & Maintenance-county
Justice Center) to acct. 502.08 (repairs and maintenance-County
Jail)

Transfer \$630.67 from acct. 506.21 (food-County Justice Center)
to acct. 502.21 (food-County Jail)

Transfer \$16.70 fromacct. 501.13 (Surety Bond Sheriff) to acct.
501.04 (telephone-Sheriff)

Transfer \$200.00 from acct. 501.13 (Surety Bond-Sheriff) to
acct. 501.19 (other contractual services-Sheriff)

Transfer \$100.05 from acct. 501.13 (Surety Bond-Sheriff) to
acct. 501.46 (Equipment-Sheriff)

Exhibit D

Budget Amendments for
Agenda April 7, 1975

General Fund (cont)

acct. no.		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (143) Tellico Area Service System	68,400.00	
81	Appropriations (1126-14) Tellico Area Serv. System		68,400.00
41	Estimated Revenue (141.14) State Dental Funds	120.00	
81	Appropriations (805.03) Exp. State Dental Program		120.00
97	Unappropriated Surplus	1,225.86	1,225.86
81	Appropriations (502.02) Salary of cook at jail \$175.86 (503.02) Salary of cook at Co. Justice Center \$800.00 (1133.14) Veterans Monument \$250.00		

HIGHWAY FUND

Transfer \$1,000.00 from acct. 121.3 (Bridge & Road material third district) to acct. 1208.3 (Repairs & Maintenance 3rd district)

Transfer \$5,000.00 from acct. 1243.2 (trucks & road machinery- 2nd & 5th dist.) to acct. 1212.2 (bridge & road materials- 2nd & 5th district)

GENERAL PURPOSE SCHOOL FUND

Transfer \$2,879.20 from acct. 2243.01 (title III materials) to acct. 3273.32 (title III, equipment)

Transfer \$28,066.65 from acct. 2220.9 (other contractual services) to 3491.1 (Tuition to D.A.) and adjust expenditures for this account.

Transfer \$36,500.00 from acct. 2220.9 (other contractual services) to acct. 3491.9 (Tuition to Lenoir City for Voc. Students) and adjust expenditures accordingly.

Exhibit D

Budget Amendments for
Agenda Arpil 7, 1975

General Purpose School Fund con t)

remodeling
Transfer \$2,696.63 from acct. 3272.03 (of bdlg. -
kindergarten) to acct. 2230.1 - \$2,141.63 (Instructional
Supplies-kindergarten) andto acct. 2590.9 (misc transportation for
kindergartens- \$555.00 and adjust expenditures accordingly

Transfer \$552.40 from acct. 2720.3 (contracted services for
repair ofequipment toacct. 2740 (repair and maintenance)

Acct. No.		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenues (114.6)gifts and bequests	25,000.00	
81	Appropriations (3291.2) State Acquistions		25,000.00

A RESOLUTION AMENDING THE RESOLUTION TO ESTABLISH OCCUPATIONAL SAFETY AND HEALTH PROGRAM, DEVISE RULES AND REGULATIONS AND TO PROVIDE FOR A DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM.

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee, the County of Loudon has established an "Occupational Safety and Health Program for the Employees of the County of Loudon," and

WHEREAS, the Tennessee Department of Labor, Division of Occupational Safety and Health, has requested revisions to the Resolution establishing an Occupational Safety and Health Program for Loudon County;


NOW THEREFORE, BE IT RESOLVED by the Loudon County Quarterly Court that the Resolution to Establish Occupational Safety and Health Program, Devise Rules and Regulations and to Provide for a Director and the Implementation of Such Program, be amended as follows:

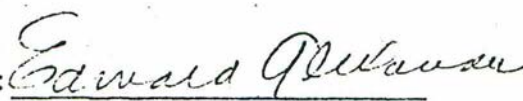
1. Sub-Section (c) of the INSPECTION section shall be amended with the replacement of the word "may" with the word "shall."
2. Paragraph 1 of the ADMINISTRATION section shall be deleted in its entirety. Paragraph 1 of the ADMINISTRATION section shall read:

For the purposes of this Resolution, the County Judge of the County of Loudon shall designate an individual to serve as Director of Personnel and the Chief Executive Officer to perform duties or to exercise powers assigned so as to plan, develop and administer the County's Occupational Safety and Health Program.

BE IT FINALLY RESOLVED, that the above amendment shall take effect immediately, the public welfare requiring it.

DATE: 4-7-75.


William H. Russell
COUNTY JUDGE

ATTEST: 
COUNTY COURT CLERK

13-75

The Quarterly County Court of Loudon County, Tennessee, met in regular session at the regular meeting place at 7:00 o'clock, P.M., on April 7, 1975, with William H. Russell, County Judge, presiding, and the following Justices of the Peace present:

There were absent:

Edward Alexander, County Court Clerk, was also present.

The meeting was called to order by the County Judge and the following proceedings were had, to-wit:

The following resolution was introduced and read in full:

INITIAL RESOLUTION authorizing the issuance of \$350,000 Water Revenue and Tax Bonds (Tellico Area Services System) of Loudon County, Tennessee.

BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee that for the purpose of financing in part the construction of essential public works or facilities, consisting of a waterworks system which shall be a joint project with Monroe County to be operated by the Tellico Area Services System, there shall be issued bonds of said county in the aggregate principal amount not to exceed \$350,000, which shall bear interest at a rate or rates not to exceed five (5%) per cent per annum, and which shall be payable from revenues of the waterworks system, and, in the event such revenues are insufficient therefor, from ad valorem taxes to be levied without limitation as to time, rate or amount on all taxable property within the county.

After consideration and discussion of the foregoing proposed resolution it was moved by Hudson and seconded by Hartsell that said resolution be adopted as read, and upon the question being put the following voted:

AYE: Blair, Bledsoe, Duckworth, Coxner
Hartsell, Foster, Williams, Hudson, & Hamlet

NAY:

Exhibit 7

Thereupon, the County Judge declared said resolution to have been duly and regularly adopted and said resolution was signed and approved by the County Judge and County Court Clerk in open meeting.

The following resolution was then introduced and read in full:

BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee that the County Judge and County Court Clerk be, and they are, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of \$350,000 Water Revenue and Tax Bonds (Tellico Area Services System) to be published in full in the Loudon County Herald, a newspaper published in Loudon County and having a general circulation in Loudon County, Tennessee, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within ten (10) days from the date of the publication hereof a petition signed by at least ten (10%) per cent of the registered voters of the county shall have been filed with the County Court Clerk or County Judge protesting the issuance of the bonds, such bonds will be issued as proposed.

William H. Russell, County Judge

Edward Alexander, County Court Clerk

After a consideration and discussion of the foregoing proposed resolution it was moved by Hudson and seconded by Hartsack that said resolution be adopted as read, and upon the question being put the following voted:

AYE:

Blair, Bledsae, Duckworth, Connor,
Foster, Hartsack, Williams, Hudson &
Hamilton.

NAY:

Thereupon the County Judge declared said resolution to have been duly and regularly adopted and said resolution was signed and approved by the County Judge and County Court Clerk in open meeting.

The following resolution was then introduced and read in full, and after motion for its adoption being made and seconded, was unanimously adopted:


BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee, that if no petition is filed with the County Judge or County Court Clerk protesting the issuance of such bonds within ten days after publication of the foregoing Initial Resolution and statutory notice, the County Court Clerk be, and he is, hereby directed and instructed to publish a Notice of Sale of such bonds, in substantially the form presented to this meeting, in The Loudon County Herald, a newspaper published in Loudon County and having a general circulation therein, and in such other newspapers as the County Court Clerk may determine; and that following receipt of bids this Board shall adopt a resolution providing bond details in accordance with the terms of the notice and the requirements of Farmers Home Administration, if it is the successful purchaser of the bonds.

* * * *

(Other Business)

* * * *

There being no further business, the County Judge, upon motion duly made, seconded and passed, declared the meeting adjourned.



County Judge

ATTEST:



County Court Clerk

STATE OF TENNESSEE)

COUNTY OF LOUDON)

I, Edward Alexander, hereby certify that I am the duly qualified and acting County Court Clerk of the Quarterly County Court of Loudon County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of the meeting of the Quarterly County Court of Loudon County held on April 7, 1975; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to \$350,000 Water Revenue and Tax Bonds (Tellico Area Services System) of said county.

WITNESS my official signature and seal of said county on this the ____ day of April, 1975.

Edward Alexander
County Court Clerk

(SEAL)

LEGAL SERVICES AGREEMENT

This agreement, made and entered into this _____ day of _____, 1975, between The County of Loudon ORGANIZATION (c/o William H. Russell, County Judge, Loudon, Tennessee) party of the first part, hereinafter referred to as the "Organization", and Harvey L. Spraul, Attorney at Law, Lenoir City, Tennessee, party of the second part, hereinafter referred to as the "Attorney",

W I T N E S S E T H :

WHEREAS, the Attorney agrees to perform all customary legal services necessary to accomplish the financing, construction and initial operation of a waterworks system for the Organization,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to

finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of bylaws, rules and regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation or review of contract with a city or other source of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

Fees may be adjusted to meet special conditions with prior approval of the Farmers Home Administration.

- A. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Cost of Project	Fee
\$ 0 - \$ 25,000	\$500 Minimum or 3%
\$ 25,100 - \$ 50,000	\$750 plus 1-3/4% of amount in excess of \$25,000
\$ 50,100 - \$100,000	\$1,500 plus 1-1/4% of amount in excess of \$50,000

\$100,100 - \$200,000	\$2,000 plus 1% of amount in excess of \$100,000
\$200,100 - \$300,000	\$2,950 plus 3/4% of amount in excess of \$200,000
\$300,100 - \$400,000	\$3,800 plus 1/2% of amount in excess of \$300,000
\$400,100 - \$500,000	\$4,650 plus 1/4% of amount in excess of \$400,000
\$500,000 and Up	\$5,600 plus 1/8% of amount in excess of \$500,000

- B. It is understood that project costs for calculating legal fees are based on applicant contribution plus FHA loan and grant funds minus engineering fee, legal fee and interest advanced on the loan.
- C. For loans in excess of \$50,000 the attorney will employ a recognized bond counsel to be used and will pay for bond counsel services from total fees allowed under above fee schedule.
- D. Said legal fees to be payable in the following manner and at the following times:

50 % when initial interim funds or loan funds are advanced.

50 % when the project is completed.

If, for any reason, the organization is unable to obtain financing; it will owe the attorney no fee or compensation.

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the Association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.

Attorney:

Harvey L. Sprad

Owners:

COUNTY OF LOUDON

BY: William D. Russell

County Judge

This contract shall not be effective unless and until approved by the State Director of the Farmers Home Administration, U. S. Department of Agriculture, or his delegated representative.

(Date)

(3-17-72) STATE PN 384

o o o

Farmers Home Administration

U. S. Department of Agriculture

UNITED STATES DEPARTMENT OF AGRICULTURE

Form FHA 400-1

(Rev. 6-26-72)

FARMERS HOME ADMINISTRATION

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between _____

~~United States Services Water System~~
(herein called "Recipient" whether one or more) and the Farmers Home Administration, United States Department of Agriculture, pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the Farmers Home Administration to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000—unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)— of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration, Office of Equal Opportunity, U. S. Department of Agriculture, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Farmers Home Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form FHA 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract.

Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Farmers Home Administration and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Farmers Home Administration and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Manpower Utilization Report, Optional Form 66, as required and such other information as they may require for the supervision of such compliance, and to otherwise assist the Farmers Home Administration in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Farmers Home Administration or the Secretary pursuant to such Subpart D.

7. That if Recipient fails or refuses to comply with these undertakings, the Farmers Home Administration may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Equal Opportunity, U. S. Department of Agriculture for appropriate action.

Witness the due execution hereof by Recipient on this, the date first above written.

Recipient

LOUDON COUNTY, VIRGINIA

BY: 

WILLIAM H. RUSSELL

Recipient

(CORPORATE SEAL)

Attest: 

Edward Alexander
County Court Clerk

Name of Corporate Recipient

By _____
President

Form FHA 400-4
(12-29-64)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

NONDISCRIMINATION AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

Date:

Name: Tellico Area Services Water System

Address: C/O County Judge, Loudon, Tennessee 37774
(herein called "Recipient") in accordance with regulations (herein called "the regulations") of the Farmers Home Administration and the United States Department of Agriculture (herein called "the Department") issued pursuant to Title VI of Civil Rights Act of 1964 and in consideration of a loan or advance made or to be made by the United States of America acting through the Farmers Home Administration (herein called "the Government"), hereby covenants and agrees as follows:

1. Recipient shall comply with all provisions of the regulations and shall not, on the ground of race, color, or national origin --
 - (a) Deny, or cause to be denied, to any person, directly or indirectly, wholly or partially, any service, use, occupancy, financial aid, or other benefit (herein called "benefits") of the whole or any portion of any property, facility, structure, project, service, or activity which, directly or indirectly, wholly or partially, is provided with the aid of the loan or advance (herein called "aided facility or activity"); or
 - (b) treat any person, or cause any person to be treated, differently from any other person with respect to any right or opportunity to participate in the benefits of any aided facility or activity; or
 - (c) subject any person, or cause any person to be subjected, to discrimination in any other manner in connection with any aided facility or activity or the benefits thereof.

It is understood that employment is not within the scope of this agreement.

2. Any transfer of any aided facility or activity, other than personal property, by sale, lease, or other conveyance or contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
3. Recipient shall --
 - (a) Keep such records and submit to the Government such timely, complete, and accurate compliance reports at such times and in such form and containing such information as the Government may determine to be necessary to ascertain Recipient's compliance with this agreement and the regulations; and
 - (b) permit access by authorized employees of the Farmers Home Administration or the Department during normal business hours to such of Recipient's books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertaining such compliance; and
 - (c) make available to users, participants, beneficiaries, and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner, as the Farmers Home Administration or the Department finds necessary to inform such persons of the protection assured them against discrimination.
4. The obligations of this agreement shall continue --
 - (a) As to any real property, including any structure, provided with the aid of the loan or advance, so long as such real property is used for a purpose for which the loan or advance is made or which affords similar services or benefits.
 - (b) As to any personal property provided with the aid of the loan or advance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or advance has been made.

5. Upon any breach or violation of this agreement the Government may, at its option --

- (a) Terminate or refuse to render or continue financial assistance to Recipient or for the aid of the property, facility, project, service, or activity.
- (b) In case of a loan, accelerate the maturity of the indebtedness.
- (c) Appoint a receiver, or have a receiver appointed, to take possession of and administer the aided facility or activity in order to secure compliance with this agreement and the regulations. For this purpose Recipient hereby appoints the Government its agent and attorney-in-fact with power, in event of such breach or violation, so to take possession of and administer or to appoint such receiver. This appointment is coupled with an interest and shall be irrevocable while the obligations of this agreement continue.
- (d) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof Recipient, on this, the date first above written, has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto set Recipient's hand and seal.

LOUDON COUNTY JUDGE

(SEAL)

BY: William H. Russell Recipient
WILLIAM H. RUSSELL

Attest: Edward Alexander
Edward Alexander (Title)
County Court Clerk

By _____ (Title)

Recipient

Recipient

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Quarterly County Court
OF ~~THE~~ Loudon County, Tennessee
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING
~~ITS~~ its water service (Tellico Area Services System)
SYSTEM TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Loudon County Quarterly County Court
(Public Body)
(herein after called association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
Three Hundred Fifty Thousand Dollars (\$350,000.00) pursuant to the provisions of

WHEREAS, the association intends to obtain assistance from the Farmers Home Administration, United States Department of Agriculture, (herein called the Government) acting under the provisions of the consolidated Farmers Home Administration Act of 1961, as amended (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and to purchase the bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the association:

NOW THEREFORE, in consideration of the premises the association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds and containing such items and in such forms as are required by STATE statutes and as are agreeable and acceptable to the Government.
2. To provide for a public sale after due advertisement of such bonds in a manner consistent with applicable State statutes and acceptable to the Government.
3. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333 (c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
4. To provide for, execute, and comply with Form FHA 400-4, "Nondiscrimination Agreement"; and Form FHA 400-1, "Equal Opportunity Agreement", including an "Equal Opportunity Clause", which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
5. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the association.
6. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government, at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the association incur and pay reasonable expenses for repair, maintenance, and operation of the system and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the system, repair, maintain, and operate or rent it. Default under the provisions of this Resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the association, and default under any such instrument may be construed by the Government to constitute default hereunder.
7. Not to sell, transfer, lease, or otherwise encumber the system or any portion thereof, or interest therein, nor permit others to do so, without the prior written consent of the Government.
8. Not to borrow any money from any source, enter into any contract or agreement, or incur any other liabilities in connection with making enlargements, improvements or extensions to, or for any other purpose in connection with, the system (exclusive of normal maintenance) without the prior written consent of the Government.
9. To place the proceeds of the bonds on deposit in an account, in a bank, and in a manner approved by the Government.

10. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the system in good condition.
11. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. No free service or use of the system will be permitted.
12. To acquire and maintain such insurance coverage including fidelity bonds as may be required by the Government.
13. To establish and maintain such books and records relating to the operation of the system and its financial affairs and to provide for the annual audit thereof in such a manner as may be required by the Government, to provide the Government without its request copy of each such audit, and to make and forward to the Government such additional information and reports as it may from time to time require.
14. To provide the Government at all reasonable times access to all books and records relating to the system and access to the property of the system so that the Government may ascertain that the association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
15. To serve any applicant within the service area who desires service and can be feasibly and legally served, and to obtain the concurrence of the Farmers Home Administration prior to refusing service to such applicant.

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instruments, shall be binding upon the association as long as the bonds are held or insured by the Government. The provisions of sections 7 through 13 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling as between the association and the Government.

IN WITNESS WHEREOF, the The Quarterly County Court of the
County of Loudon, Tennessee has duly adopted this Resolution and caused it to be
 executed by the officers below in duplicate on this _____ day of April, 1975.

(SEAL)

Attest:

Edward Alexander
 Edward Alexander
 Title County Court Clerk

County of Loudon
 By William H. Russell
 Title County Judge

CERTIFICATION

I, the undersigned, as ~~secretary of the~~ County Court Clerk

hereby certify that the Quarterly County Court of such Association or Corporation is composed of
nine (9) members, of whom 9, constituting a quorum, were present at a meeting thereof duly called and
 held on the 7th day of April, 1975; that the foregoing resolution was
 adopted at such meeting by the vote shown above; and that said resolution has not been rescinded or amended in any way.
 Dated, this 7th day of April, 1975.

Edward Alexander
 Secretary of Loudon County Quarterly Court