

Be it remembered that the Quarterly County Court of Loudon County met Monday, May 3, 1976 at 9:00 A.M. The Honorable William H. Russell, County Judge, presided and Mrs. Addie Ruth Clarke Deputy Clerk of said Court was present: Whereupon Chief Deputy Sheriff, Luke Bright, opened Court, led the Pledge of Allegiance to the Flag and introduced the Reverend Ogle Wattenbarger, Pastor of the Philadelphia United Methodist Church, who gave the invocation.

The following Squires were present:

J. J. Blair	Roy Bledsoe
I. D. Conner	Curtis Williams
R. P. Hamilton	Boyd Duckworth
J. G. Hudson	Terry G. Vann
James Hartsook	

READING OF MINUTES

Mrs. Addie Ruth Clarke, Deputy Clerk of said Court, read the minutes of the April 5, 1976 Quarterly Court Minutes. Upon motion of Squire Williams, seconded by Squire Bledsoe, the minutes were approved as read.

Judge Russell recognized a petition from the Third Civil District requesting direct telephone service to the Sheriff's Office. Judge Russell stated that this request had already been made and that appropriate action was being taken on the matter.

PRIVATE ACT
ROAD BILL

Judge Russell reported that the Road Bill had been returned to Mr. John Gibson; however, it had not been received in time to be placed on the May ballot. Therefore, it will be placed on the Fall ballot. A copy of this Bill in its final form from Nashville will be sent to the Squires.

Judge Russell reported that the three Federal Law Suits against the County had been resolved. Mr. Norman Jackson, Attorney-at-Law, had defended the County.

TRANSFER STATION

Judge Russell then discussed the status of the Transfer Station. He reported that the contract between the County and Witherspoon could possibly be broken due to Witherspoon taking bankruptcy. It was felt among the Sanitation Committee Members that the County should look for another

source to remove refuse from the Transfer Station. Mr. Buddy Jenkins, Purchasing Agent, reported that bids on this service must be in by May 14, 1976.

RATIFICATION OF BLAIR BEND AGREEMENT

The next item on the agenda was ratification of the Blair Bend Agreement. Judge Russell recognized Squire Blair. Squire Blair stated that he thought that the Court had passed the agreement where the County would receive its money first and not on a fifty-fifty basis between the County and the City of Loudon.

Judge Russell requested a recess to read Court Minutes pertaining to the Blair Bend Agreement.

Judge Russell read to the Court Members from the Quarterly Court Minutes of December 15, 1975 the motion, amendments, and vote on the Blair Bend Agreement. In the amendment made by Squire Hartsook, seconded by Squire Hamilton, the payments made from the sale of property in the proposed park were to be returned on a fifty-fifty basis to the City and County.

Squire Conner spoke to the Court members concerning item number thirteen of the proposed agreement. It states that a joint committee, composed of three members each, will be established as between the City and the County, appointed by the Mayor of Loudon and the County Judge respectively. Squire Conner made a motion that the three member committee be appointed by the County Court and not as stated as above. His motion died for lack of a second.

Squire Bledsoe moved to adopt the Blair Bend Agreement with the following amendment; that the sale of land is subject to the approval of the City Council and the County Court. His motion was seconded by Squire Duckworth with the following vote resulting:

AYE:

Squire Bledsoe
Squire Duckworth
Squire Vann
Squire Hartsook
Squire Williams
Squire Hudson
Squire Hamilton

NAY:

Squire Blair
Squire Conner

The following is attached as Exhibit A.

PLANNING COMMISSION'S REPORT

Mr. Steve Campbell of the State Planning Office gave the Planning Commission Report. A copy of that report is attached hereto as Exhibit B.

A motion was made by Squire Hamilton on recommendation of the Planning Commission for the rezoning of a portion of Parcel 3, Tax Map 28, from A-2 to C-2; located at Sugar Limb Exchange. His motion was seconded by Squire Hartsook and received an unanimous vote of approval from the Court. It is attached hereto as Resolution No. 12-76, Exhibit 2B.

BUILDING COMMISSIONER'S
REPORT

Mr. Jack Henry, Building Commissioner, reported that his office had issued thirty permits for the month of April, resulting in the amount of Eight-Hundred-Sixty-Six-Dollars (\$866.00) with Three-Hundred-Twenty-Four-Thousand-Seven-Hundred-Dollars (\$324,700.00) of new and improved value being added to the tax-roll.

HIGHWAY DEPARTMENT
REPORT

Commissioner Joe Greenway of the Third District reported to the Court that he had contacted Mr. Bill Jenkins of TVA concerning the damage done to Morganton Road. Mr. Jenkins was to get in touch with Mr. Greenway concerning what action TVA might take. At this time Commissioner Greenway has not heard from Mr. Jenkins concerning this matter.

MUDDY CREEK ROAD
REPORT

Mr. Randy McGill of County Technical Service Assistance reported on the status of Muddy Creek Road. He reported that most of the deeds were back and that letters of cooperation from the utility districts were needed. Mr. Steve Campbell is helping to secure these letters.

PURCHASING COMMITTEE
REPORT

Squire Hamilton gave the Purchasing Committee Report. His report is attached hereto as Exhibit C.

LOUDON COUNTY MEMORIAL
HOSPITAL REPORT

Squire Conner presented the Loudon County Memorial Hospital Report.

BUDGET AMENDMENTS

Squire Blair made a motion that the Budget Amendments for the month of May be adopted. His motion was seconded by Squire Hartsook and received an unanimous vote of approval from the Court. The amendments are attached hereto as Exhibit D.

SCHOOL BONDS

Mr. Tommy Ayers presented the School Bond Issue Resolution. Mr. Ayers explained to the Court Members that any part of or all of the Four Million Bond Issue could be sold allowing for a sixty to ninety days preparation period. He pointed out that the time table and a "good bond market" could effect when they would be sold.

Judge Russell told the Court members that all sale of bonds will go through the Budget Committee and that the Court can ratify them.

After much discussion among the Squires concerning the pros and cons of the issue, Squire Duckworth made a motion, seconded by Squire Hudson, to adopt the Resolution. The following vote resulted:

AYE:

Squire Bledsoe
Squire Duckworth

NAY:

Squire Blair
Squire Conner

AYE:

NAY:

Squire Williams
Squire Hudson
Squire Hamilton

Squire Vann
Squire Hartsook

The resolution is attached hereto as Exhibit 8 ^{13.76}.

TENTATIVE SCHOOL
BUDGET

Squire Hudson moved to accept the tentative School Budget of 1976-77. His motion was seconded by Squire Hartsook and received unanimous approval of the Court. The tentative School Budget is attached hereto as Exhibit 7.

VOCATIONAL SCHOOL
DIRECTOR

Superintendent Edward Headlee introduced Mr. Coy Gibson, the Vocational School Director, to the Court. Superintendent Headlee stated that plans are now to have the Vocational School opened by this Fall rather than in December.

CLEAR BRANCH ROAD

A discussion was held concerning the status of Clear Branch Road. The Court members requested a representative from TVA be present at the next Court meeting to discuss TVA Plans for the Road.

ELECTION OF NOTARY
PUBLICS

Squire Hartsook moved that the following be elected as Notary Publics: Evelyn Wynn, Wanda Blankenship, Harold Newberry, Van S. Hartsook, Jack W. Henry, and Mrs. Clyde Ferrell.

His motion was seconded by Squire Blair and received an unanimous vote of approval from the Court.

ADJOURNMENT

Being no further business Squire Blair moved that the County Court Meeting of May 3, 1976 be adjourned. His motion was seconded by Squire Hamilton. The vote was unanimous.

William H. Russell
COUNTY JUDGE

AGREEMENT FOR THE DEVELOPMENT
OF THE
BLAIR BEND INDUSTRIAL PARK

This agreement made this 3rd day of June, 1976, between the City of Loudon, a municipal corporation, hereinafter called City, and the County of Loudon, a political subdivision of the State of Tennessee, hereinafter called County.

WHEREAS, for many years that area of Loudon County located on the Tennessee River just across from the City of Loudon and just south of the Union Carbide plant, also referred to generally as Blair Bend, has been recognized and designated by persons and agencies interested in industrial development as one of the best sites in the Southeastern United States for industrial plant locations; and

WHEREAS, the City and County governments and other agencies over the years have attempted to place industries in this general location, but for various reasons, including lack of adequate street and railroad rights of way into this particular area, and the private ownership of the land involved, have been unable to match up potential industrial prospects with all the necessary ingredients to work out a sale of the land; and

WHEREAS, the City of Loudon has applied for various State and Federal grants and loans for the purpose of purchasing certain lands in the Blair Bend area and developing same into an industrial park; and

WHEREAS, the City of Loudon does not have the financial resources and standing to completely finance the necessary cost of buying the land and developing the industrial park, but has received preliminary designation or assurance of a grant from the Appalachian Regional Commission in the amount of \$ 667,000.00 and

WHEREAS, the City of Loudon has approached the County of

Exhibit A

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Loudon for assistance in sharing some of the costs of developing the industrial park, and both the Loudon City Council and the Loudon County Quarterly Court have made agreements to jointly develop the park, to be known as the Blair Bend Industrial Park, there being certain conditions and limitations placed on the agreement; and

WHEREAS, it is necessary to set forth a complete understanding in writing of the agreement for the development of the proposed industrial park; and

WHEREAS, the welfare and well-being of the citizens of the City of Loudon and Loudon County would be best served by the development of this proposed industrial park;

NOW, THEREFORE, BE IT RESOLVED AND AGREED by the parties as follows:

1. The consideration for this agreement is the mutual covenants and agreements embodied herein.

2. The name of the proposed industrial park shall be the Blair Bend Industrial Park.

3. The applicant for the grant from the Appalachian Regional Commission and for any other federal state grants for assistance will be the City of Loudon, Tennessee.

4. Loudon County agrees to participate financially in the project in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), with the City participation to be projected at Four Hundred Thousand Dollars (\$400,000.00). In the event the total cost of the project should be less than a total of Seven Hundred Thousand Dollars (\$700,000.00) in cash outlay by the City and County, then the actual cost will be shared in proportionately lesser amount.

5. The specific parcel of property in the Blair Bend area to be acquired for this project, and the parcel of property on which the main study and planning has been concentrated is the W. D. Williamson, Jr. property consisting of approximately 280

acres, more or less, and which property has been appraised at \$385,000.00.

6. By action of the Loudon County Quarterly Court, the following listed items are specifically incorporated as a part of this agreement and the participation of Loudon County is conditioned upon these limitations:

A. The City of Loudon is to spend its contemplated Four Hundred Thousand Dollars (\$400,000.00) first before the County spends any of the Three Hundred Thousand Dollars (\$300,000.00), which amount is the maximum of the County's contracted participation.

B. No lands belonging to J. J. Blair, Charles Blair, Cecil Webb and wife, Louise S. Webb, are to be annexed in connection with this project, except for necessary utility, rail and other rights of way.

C. All revenues from the sale or lease of land in the park must be divided 50-50 or equally until the County's Three Hundred Thousand Dollars (\$300,000.00) is repaid; then the City will receive 100% of any additional land sales until the City has been repaid all expense expended by the City, then all additional revenues will be divided equally.

7. It is contemplated that both the City and the County separately will apply for the respective shares of the proposed cost to the Farmers Home Administration (USDA) for a loan, which is presently contemplated to be in the form of the issuance of bonds to the Farmers Home Administration. It is further contemplated that the City of Loudon will apply for the Four Hundred Thousand Dollar (\$400,000.00) loan first inasmuch as Farmers Home Administration officials have indicated that this is the most that the Farmers Home Administration can obligate within the present fiscal year (1975-76), with the money derived from this issuance of bonds by the City of Loudon to be used for

the purchase of the land presently appraised in the amount of Three Hundred Eighty-five Thousand Dollars (\$385,000.00) plus whatever additional administrative costs for surveys, engineers' fees, attorney's fees, etc. that must be paid. Concurrently, the County of Loudon will take the necessary steps to proceed toward the borrowing of Three Hundred Thousand Dollars (\$300,000) from Farmers Home Administration. In the event that loan money is not available to the County of Loudon during the next fiscal year as presently projected by the Farmers Home Administration, then the County of Loudon will proceed to take the necessary steps to borrow the money through another source.

8. The City of Loudon will be responsible for the supervision and carrying on of the project, with the County agreeing to assist and cooperate in every way possible, limited, however, to the conditions and provisions of this agreement. The City of Loudon specifically will be the primary applicant for any grants or loans requiring only one applicant and will be responsible for the purchase of the necessary land of approximately 280 acres, more or less, for setting up an initial tentative schedule of payments of development costs that will be needed for contractors, etc., with the City to then further give two weeks' written notice of any specific incremental payments to be made, subject to the County's obtaining its initial source of funds.

9. It is specifically agreed that each political subdivision will be responsible for paying interest on whatever money it may borrow as a result of its contribution to this contract, in accordance with paragraph 6-C as hereinabove set forth.

10. It is agreed in any situations where tax exempt industrial bonds are sold and any of the land, or buildings thereon, or equipment in such buildings, are considered to be non-taxable because of ownership by a political subdivision or by an industrial bond board or some such other type public agency, that any

agreement for in-lieu-of-tax payments will be subject to approval by the Loudon County Quarterly Court and the Loudon City Council, and that any such total amount agreed upon as in-lieu-of-tax payments will be divided by agreement between the City and County, based on the yearly property tax rates and in direct proportion thereto.

11. The City of Loudon will reimburse the County of Loudon one-half, less all expenses incidental to the sale or lease of the property, of all revenue coming into the hands of the City of Loudon from the lease or sale of industrial property in the Blair Bend Industrial Park, said payments to be made to the County of Loudon within 30 days from the date of receipt by the City. The City will keep an accurate accounting of all expenditures and receipts pertaining to the Industrial Park, together with substantiation of each item. The County has the right to audit the City's records in the event of a dispute or question concerning the accounting and operation of the Industrial Park receipts and expenditures. Nothing in this paragraph shall conflict with the terms and conditions contained in paragraph 6-C.

12. This agreement is predicated and conditioned upon the City and/or the County receiving a grant from the Appalachian Regional Commission or some other grant for developmental purposes.

13. It is further agreed that a joint committee, composed of three members each, will be established as between the City and the County, appointed by the Mayor of Loudon and the County Judge of Loudon County respectively, with the committee to make recommendations to the City as to the establishment of a sale price for the industrial land, said committee to have the specific responsibility in coordination with other industrial development agencies, as to the development and operation of the

industrial park, including the decision as to how parcels shall be divided, and as to whether or not interest prospective industries are acceptable and compatible as prospective industries for the park, etc. Any sale of land in the industrial park is subject to approval of the Loudon City Council and Loudon County Quarterly Court after recommendation by the committee herein established.

14. The title to the real estate will be held in the name of the City of Loudon.

CITY OF LOUDON, TENNESSEE

BY:

Eugene Lambert

COUNTY OF LOUDON, TENNESSEE

BY:

Edw. Alexander
County Clerk

STATE OF TENNESSEE, LOUDON COUNTY
I, Edward Alexander, County Court Clerk for said county,
certify this to be a true and correct copy of the original
which is on file in my office at the Court House in
Loudon. Witness my hand and seal at office, this

Eugene 3rd, 19 76
Edward Alexander Clerk
By [Signature] D. O.

To: Judge William H. Russell and Members of the Loudon
County Quarterly Court

From: Steve Campbell, Principal Planner

Date: May 3, 1976

Subject: GENERAL REPORT-LOUDON COUNTY REGIONAL PLANNING COMMISSION

The planning commission met in regular session on
April 15, 1976 and considered the following items:

1. Approved a one-lot subdivision for property located near the Jena community owned by Robert Aiken and submitted by realtor Joe Stout.
2. Granted final approval to the subdivision of the Dwane Richesin farm located in the 4th District near the New Hope Church as submitted by realtor Norman Lee.
3. Postponed consideration of a rezoning request for property located near the transfer station from A-2, Rural Residential to M-1, General Industrial, due to the absence of the petitioner.
4. Heard staff reports on the following:
 - (a) approval of the Loudon-Loudon County Community Development application by HUD for \$500,000; (b) a proposed industrial development policy study to be completed during the next year; (c) review of a proposal to study county roads in cooperation with the Road Commissioners and other local officials; (d) Building Commissioner's report
5. Began an in-depth review of proposed revisions to the Loudon County Zoning Resolution.

In addition, Mr. Bill Wolfe, Lenoir City was welcomed as a new member of the planning commission replacing Lee Thompson. Mr. Wolfe is an ex-officio member of the county planning commission by virtue of his position as chairman of the Lenoir City Regional Planning Commission.

E4 Lubut B

RESOLUTION No. 12-76

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-405 OF THE TENNESSEE CODE ANNOTATED, TO REZONE A PORTION OF PARCEL 3, TAX MAP 28, FROM A-2, RURAL RESIDENTIAL TO C-2, GENERAL COMMERCIAL.

WHEREAS, the Loudon County Quarterly Court, in accordance with Chapter Four, Section 13-405 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area, or any regulation of or within any district or districts, or any other 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 a portion of Parcel 3, Tax Map 28, said property be located at the Sugar Limb Road-Interstate 75 interchange and in the 5th Civil District of Loudon County be rezoned from A-2, Rural Residential to C-2, General Commercial.

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

DATE: _____

Loudon County Judge

Attest: _____

E. L. Lusk 2 B

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MINUTES: Loudon County Purchasing Committee

The Loudon County Purchasing Committee met April 6 and April 27, 1976, to open bids on the following: WATER COOLERS (2) for the Welfare Building. Bids received from Leinart's, Modern Supply Co and Willis Supply. Bids awarded to Modern Supply and Leinart's. CHECK WRITER for Central Accounting; bid awarded to Burroughs Corporation. TRANSCEIVER RADIO for Justice Center; bid awarded to Amateur Electronics, only bid received. SEALER for Ruritan Park tennis courts; Bids were from Re-Con Paving Company and Pave Rite, Inc. Bid awarded to Re-Con Paving Company of Knoxville.

Re-Con Paving Co.	\$1,680.00
Pave Rite, Inc.	1,872.00

Exhibit C

BUDGET AMENDMENTS FOR

May 3, 1976

GENERAL FUND

<u>Acct.No.</u>		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (138) Boarding of State Prisoners	1,000.00	
81	Appropriations 501-19 (Contracted Services - Co.Jail - Uniforms)		1,000.00
41	Estimated Revenue (141.14) State Dental Program	726.00	
81	Appropriations (802-08 State Dental Program		726.00
	Transfer \$400.00 from Acct. 204.2-08 (Repairs & Maintenance - Co.Office Bldg.) to Acct. 204.2-05 (Utilities - Co.Office Bldg.)		
	Transfer \$75.00 from Acct. 207-19 (Other Contracted Service - Election) to Acct. 207-04 -(Telephone - Elections)		
	Transfer \$275.00 from Acct. 304-09 (Trustee - Office Supplies) to Acct. 304-46 (Equipment - Trustee)		
	Transfer \$25.00 from Acct. 1300-18 (Other Supplies) to Acct. 1300-04 (Telephone - Transfer Station)		

HIGHWAY

97	Unappropriated Surplus	7,800.00	
81	Appropriations (1213) General Liability Insurance)		7,800.00

BOND DEBT FUND

97	Unappropriated Surplus	6,400.00	
81	Appropriations (1500-18) (Charges for selling Road Bonds)		6,400.00
	Standard & Poor	850.00	
	Moody Investors	750.00	
	Cumberland Securities	4,800.00	

FEDERAL REVENUE SHARING TRUST FUND

Transfer \$213.14 from Acct. 810.09 (Office Supplies - Senior Citizens)
to Acct. 810.-02 (Other Salaries - Senior Citizens)

Transfer \$132.00 from Acct. 810-(Fringe Benefits) to Acct. 810.02
(Other Salaries - Senior Citizens)

Transfer \$338.43 from Acct. 810-10 other supplies - Senior Citizens) -
to Acct. 810.-02 (Other Salaries)

Exhibit D

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BUDGET AMENDMENTS FOR

May 3, 1976

SCHOOL FUND

<u>Acct. No.</u>		<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (4090) Misc. Refunds	49.93	
81	Appropriations (2130.1) Office Supplies		49.93
41	Estimated Revenue (4090) Misc. Refunds	158.76	
81	Appropriations (2230.1) Int. Supplies - Voc.Ed.		158.76
41	Estimated Revenue (114.7) Community Services	124.30	
81	Appropriations (3190) Community Services (Roane State)		124.30
97	Unappropriated Surplus	26,522.40	
81	Appropriations		26,522.40
	(2110.1) Bd. of Education \$ 2,000.00		
	(2120.9) Telephone 500.00		
	(2130.1) Office Supplies 50.00		
	(2241.1) Textbooks 300.00		
	(2242.2) Books & Periodicals 10.00		
	(2520.1) Contracts with Vehicle Owners \$3,662.40		
	(2620.8) Telephone 1,000.00		
	(2620.12) Electric Light & Power 15,000.00		
	(2630.1) Heat for Buildings 3,500.00		
	(2852.1) Insurance on Buildings 500.00		
	Transfer \$4,000.03 from Acct. 3491.2 (Voc.Funds) to Acct. 2210.2 (Supervisor of Voc.School)		
	Transfer \$250.00 from Acct. 3273.31 (Reg.Instructional Equipment) to Acct. 3271.3 (Site Development)		
	Transfer \$51.75 from Acct. 2590.9 (Kindergarten Transportation) to Acct. 2230.1 (Kindergarten Instructional Supplies)		
	Transfer \$8.25 from Acct. 2590.9 (Kindergarten Transportation) to Acct. 2920 (Food for Kindergarten)		
	Transfer \$6,337.60 from Acct. 2710.2 (Labor - Repairs of Bldg.) to Acct. 2520.1 (Contracts of Vehicle Owners)		
	Transfer \$500.00 from 2990 (Other Food Services) to Acct. 2920.2 (Hauling Commodities)		

BUDGET AMENDMENTS 5/3/76

GENERAL FUND

		Dr.	Cr.
41	Estimated Revenue Title III	2,197.82	
81	Appropriations		2,197.82
	812-01 Director's Salary	750.00	
	812-02 Secretary Salary	598.00	
	Fringe Benefits	356.82	
	812-03 Travel	90.00	
	812-04 Telephone	135.00	
	812-05 Utilities	75.00	
	812-09 Office Supplies	193.00	

To set up office on aging for 3 months.

Resolution No. —

STATE OF TENNESSEE)
)
COUNTY OF LOUDON)

BE IT REMEMBERED that the Quarterly County Court of Loudon County, Tennessee met in regular open session at the Courthouse in Loudon, Tennessee at 9:00 o'clock A.M. on the 3rd day of May, 1976.

There were present and presiding the Honorable WILLIAM H. RUSSELL, County Judge, also present EDWARD ALEXANDER, County Court Clerk, and the following Justices of the Peace, to-wit:

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

Absent:

None

* * *

(Other Business)

The following "Rural School Bond Resolution" was introduced and read in full:

RESOLUTION authorizing the issuance and providing for the details of \$4,000,000 Rural School Bonds, Series 1976 of Loudon County, Tennessee, authorizing and directing the sale thereof, and levying taxes to pay principal and interest at maturity.

WHEREAS, by Sections 49-701 to 49-721, inclusive, of the Tennessee Code Annotated, as amended, counties of said state are authorized through their respective Quarterly County Courts to issue and sell bonds of said counties for school purposes; and

Exhibit E

WHEREAS, it appears that the educational requirements of Loudon County require the purchasing of property for school purposes and the erection, repair, furnishing and equipping of school buildings in and for said county; and

WHEREAS, since Loudon County has no funds available in its treasury for said purposes, but authority exists under the provisions of Sections 49-701 to 49-721, inclusive, of the Tennessee Code Annotated, as amended, for the issuance and sale of bonds of said county to provide the necessary funds therefor;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE QUARTERLY COUNTY COURT OF LOUDON COUNTY, TENNESSEE, AS FOLLOWS:

Section 1. That, for the purpose of providing funds in the amount of \$4,000,000 to purchase property for school purposes, and erecting, repairing, furnishing and equipping school buildings in and for Loudon County, Tennessee, and pursuant to authority granted by Sections 49-701 to 49-721, inclusive, of the Tennessee Code Annotated, as amended, there are hereby authorized to be issued the negotiable Rural School Bonds of Loudon County, Tennessee in the principal amount of \$4,000,000. Said bonds shall be designated "Rural School Bonds, Series 1976", shall be dated June 1, 1976, shall be in the denomination of \$5,000 each, and shall be numbered consecutively from 1 to 800, inclusive. Said bonds shall bear interest from the date thereof until paid at a rate not exceeding seven and one-half per cent (7-1/2%) per annum, to be determined at the time of sale thereof, payable on December 1, 1976, and semi-annually thereafter on June 1 and December 1 in each year, with interest falling due on and prior to the maturity of the bonds to be represented by appropriate interest coupons to be attached to said bonds. Both principal and interest on said

bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges, at a bank in any of the four major cities in Tennessee (Nashville, Memphis, Knoxville or Chattanooga) as designated by the purchaser(s) of the first emission of the bonds and agreed upon by the County Judge. Said bonds shall mature on the first day of June in each year as follows:

<u>AMOUNT</u>	<u>MATURITY</u>	<u>BOND NUMBERS</u>
\$ 25,000	1978	1-5
50,000	1979	6-15
75,000	1980	16-30
100,000	1981	31-50
100,000	1982	51-70
100,000	1983	71-90
150,000	1984	91-120
150,000	1985	121-150
150,000	1986	151-180
200,000	1987	181-220
200,000	1988	221-260
200,000	1989	261-300
200,000	1990	301-340
300,000	1991	341-400
400,000	1992	401-480
400,000	1993	481-560
400,000	1994	561-640
400,000	1995	641-720
400,000	1996	721-800

Bonds maturing on and after June 1, 1987 shall be subject to redemption prior to maturity at the option of the county as a whole, or in part in inverse order of maturity and within any maturity by lot, on June 1, 1986 or on any interest payment date thereafter at the principal amount thereof, accrued interest to the date of redemption and a premium for each bond so redeemed in accordance with the following schedule:

<u>Date of Redemption</u>	<u>Amount of Premium</u>
June 1, 1986 - December 1, 1988	\$150
June 1, 1989 - December 1, 1991	100
June 1, 1992 - December 1, 1994	50
June 1, 1995 and thereafter	None

Notice of intended redemption shall be given by publication of an appropriate notice one time in a financial newspaper journal

published in New York, New York, or Chicago, Illinois, and by registered mail to the bank or banks at which the bonds are payable, all such redemption notices shall be given not less than 30 days nor more than 180 days prior to the date fixed for redemption.

The bonds herein authorized shall be signed by the County Judge, with his facsimile signature, countersigned by the County Court Clerk, under the seal or a facsimile of the seal of his office, and the interest coupons to be attached shall be executed by said officials; provided, however, that said County Judge and said County Court Clerk may sign said coupons by their respective facsimile signatures.

Section 2. That said bonds and coupons shall be in substantially the following form:

(FORM OF BOND)
UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF LOUDON
RURAL SCHOOL BONDS
SERIES 1976

No. _____

\$5,000

KNOW ALL MEN BY THESE PRESENTS: That the County of Loudon, in the State of Tennessee, hereby acknowledges itself to owe and for value received, promises to pay to bearer the sum of FIVE THOUSAND DOLLARS (\$5,000) lawful money of the United States of America on the first day of June, 19__, with interest thereon at the rate of _____ per cent (____%) per annum,

payable December 1, 1976 and semi-annually thereafter on the first days of June and December of each year on presentation and surrender of the annexed interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable without deduction for exchange or collection charges at _____, Tennessee.

Bonds of the issue of which this bond is one maturing on and after June 1, 1987 shall be subject to redemption prior to maturity at the option of the county as a whole, or in part in inverse order or maturity and within any maturity by lot, on June 1, 1986 or on any interest payment date thereafter at the principal amount thereof, accrued interest to the date of redemption and a premium for each bond so redeemed in accordance with the following schedule:

<u>Date of Redemption</u>	<u>Amount of Premium</u>
June 1, 1986 - December 1, 1988	\$150
June 1, 1989 - December 1, 1991	100
June 1, 1992 - December 1, 1994	50
June 1, 1995 and thereafter	None

Notice of intended redemption shall be given by publication of an appropriate notice one time in a financial newspaper or journal published in New York, New York, or Chicago, Illinois,, and by registered mail to the bank or banks at which the bonds are payable, all such redemption notices shall be given not less than 30 days nor more than 180 days prior to the date fixed for redemption.

This bond is one of a series of bonds of like date, numbered from 1 to 800, inclusive, aggregating the principal sum of \$4,000,000, issued by said county to purchase property for school purposes, and erecting, repairing, furnishing and equipping school buildings in and for Loudon County, Tennessee. This bond is issued under and in pursuance of the Constitution and Statutes

of the State of Tennessee, including Sections 49-701 to 49-721, inclusive, of the Tennessee Code Annotated, as amended, and in pursuance of due and proper proceedings had and taken by the Quarterly County Court of said county in regular session assembled on May 3, 1976.

AND IT IS HEREBY CERTIFIED AND RECITED, that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of said county, including this bond, does not exceed any constitutional or statutory limitations; and that provisions has been made for the annual levy and collection of a direct tax on all taxable property within said county lying outside the corporate limits of the City of Lenoir City, Tennessee, for the purpose of paying interest hereon and creating a sinking fund for the payment of the principal hereof when the same shall fall due. Neither the principal of this bond nor the interest earned thereon shall be taxed by the State of Tennessee or by any county or municipality therein.

IN TESTIMONY WHEREOF, Loudon County, Tennessee, by its Quarterly County Court, has caused this bond to be signed by its County Judge, with his facsimile signature, countersigned by the Clerk of the County Court, under the facsimile seal of his office, and the coupons hereto attached to be signed by said County Judge and Clerk by their respective facsimile signatures, and said officials by the execution hereof, do adopt as and for their respective signatures appearing on said bonds and coupons, all this first day of June, 1976.

(Facsimile Signature)

County Judge

Countersigned:

/S/ Edward Alexander
County Court Clerk

(FORM OF COUPON)

No. _____ \$ _____

ON THE FIRST DAY OF _____, 19__, the County of Loudon in the State of Tennessee will pay to bearer \$ _____ without deduction for exchange or collection charges at _____, _____, Tennessee, for semi-annual interest due that day on its Rural School Bond, Series 1976, dated June 1, 1976, Numbered _____.

/S/ William H. Russell

County Judge

Countersigned:

/S/ Edward Alexander
County Court Clerk

Section 3. That for the purpose of paying interest on said bonds as the same become due, and to create a sinking fund with which to pay off said bonds at their maturity, there be and there is hereby levied in addition to all other taxes on all taxable property in said county lying outside the corporate limits of the City of Lenoir City, Tennessee, a direct annual tax in an amount sufficient for that purpose. That principal and interest due at any time when there be insufficient funds from the foregoing tax levy on hand shall be paid promptly from the current funds of said county, and reimbursement therefor shall be made out of the levy herein provided when the same shall have been collected.

Section 4. That said bonds shall be sold by the County Judge of Loudon County in whole or in part, at such time as he deems to be in the public interest, at not less than par and accrued interest, and at a public sale advertised thereof, in the manner required by law. Said bonds shall bear interest at the rate or rates specified in the bid or bids accepted therefor, but at no greater interest rate than seven and one-half per cent (7-1/2%) per annum, and there shall be recorded in the minutes of this Court a certificate by the County Judge evidencing the bids received and the award of bonds.

Such action by the County Judge in the sale of said bonds and in fixing the interest rate or rates in accordance with the best bid or bids received and accepted at such sale or sale shall be conclusive and no further action shall be necessary on the part of this Court.

Section 5. That, following the sale of said bonds, the County Judge and County Court Clerk are hereby authorized and directed to execute and deliver said bonds to the purchaser(s) thereof upon payment therefor, and the proceeds from said bonds shall be turned over to the County Trustee and shall be kept separate and apart from all other funds and used only for the purpose for which said bonds are issued, provided, however, the necessary expenses in the issuance and sale of said bonds shall be paid out of the proceeds thereof.

Section 6. That the county hereby represents, certifies and covenants to and with the purchaser(s) of the bonds, and with the holders of the bonds from time to time, that on the basis of facts, estimates, and circumstances in existence on the date of the adoption hereof, and expected to be in existence on

the date of the delivery of the bonds, it is not expected that the proceeds of the bonds will be used in any manner that would cause any of the bonds to be an "arbitrage bond" within the meaning of Section 103(d)(2) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated under said Section; and that on or before the date of the delivery of the bonds the County Trustee of the county will issue a certification substantially as follows: .

CERTIFICATION

The undersigned County Trustee of Loudon County, Tennessee certifies and reasonably expects that the following exist or will occur with respect to \$4,000,000 Rural School Bonds, Series 1976, of said county: (1) the County has, or will do so not later than six months after the delivery of said bonds, entered into contracts for the construction of the projects to be financed by said bonds; (2) work on the projects will proceed with due diligence to completion after the delivery of said bonds; (3) at least 85% of the spendable proceeds of said bonds will be expended for project costs by June 1, 1979; (4) for purposes of Section 103(d) of the Internal Revenue Code, the yield on said bonds is computed to be _____% and the yield on the acquired obligations which are to be allocated to the proceeds of said bonds, except obligations in a reasonably required reserve or replacement fund, and obligations held only during the temporary period, will not exceed _____%; (5) said project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of said bonds; (6) the original proceeds of said bonds will not exceed by more than 5% the amount necessary for the purpose for which said bonds have been issued; (7) all accrued interest on said bonds will be applied to the first interest coming due on said bonds; (8) all income derived from the investment of the proceeds of said bonds will upon receipt be commingled with the general funds of said county; and (9) the County has not been advised of any listing or contemplated listing by the Internal Revenue Service determining that said County's certification with respect to its obligations may not be relied upon.

On the basis of the foregoing, it is not expected that the proceeds of said bonds will be used in a manner that would cause the bonds to be arbitrage bonds under Section 103(d) of the Internal Revenue Code and the regulations prescribed under said section. To the best of my knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.

WITNESS my official signature this _____ day of _____, 1976.

County Trustee

Section 7. That all orders and resolutions heretofore adopted in conflict herewith are hereby repealed and set aside, and this resolution shall take effect from and after its passage.

Adopted and approved this 3rd day of May, 1976.

/S/ William H. Russell
County Judge

Attest:

/S/ Edward Alexander
County Court Clerk

WHEREUPON it was moved by Justice Boyd Duckworth, and seconded by Justice J. G. Hudson, that the foregoing Bond Resolution be adopted. A roll call vote was taken and the following justices voted in favor of the adoption of said resolution:

J. G. Hudson
Roy Bledsoe
R. P. Hamilton
Boyd Duckworth
Curtis A. Williams

Those opposed:

J. J. Blair
Terry G. Vann
I. D. Conner
James Hartsook

IT WAS THEREUPON DECREED BY THE COUNTY JUDGE that said resolution has been duly adopted, and said County Court Clerk was ordered to spread same of record on the Minutes of the Court.

Upon motion duly made, seconded and unanimously carried,
the Court adjourned until _____, 1976, at _____ M.

/S/ William H. Russell

County Judge

Countersigned:

Edward Alexander
/S/ Edward Alexander

County Court Clerk

STATE OF TENNESSEE)
) SS
COUNTY OF LOUDON)

I, EDWARD ALEXANDER, hereby certify that I am the duly qualified and acting County Court Clerk 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, Tennessee, held on May 3rd, 1976; 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 \$4,000,000 Rural School Bonds, Series 1976, of said county to be dated June 1, 1976.

Witness my official signature under the seal of Loudon County this 6 day of May, 1976.

Edward Alexander
County Court Clerk

(SEAL)

JCM/nmd
04/28/76

TENTATIVE BOARD OF EDUCATION BUDGET 1975 - 1977

<u>CATEGORY</u>	<u>1975-1976</u>	<u>1976-1977</u>	<u>DIFFERENCE</u>
Administration	84,478.60	47,875.00	(-) 36,603.60
Instruction	1,815,709.59	2,155,495.00	(+) 339,785.41
Attendance	12,113.00	13,930.00	(+) 1,817.00
Health	900.00	900.00	- 0 -
Transportation	249,322.00	268,050.00	(+) 18,728.00
Oper./Plant	230,254.00	258,150.00	(+) 27,896.00
Maint/Plant	66,450.98	- 0 -	(-) 66,450.98
Fixed Charges	111,100.00	119,598.10	(+) 8,498.10
Food Services	128,007.00	132,902.92	(+) 4,895.92
Community Services	- 0 -	4,873.00	(+) 4,873.00
Capital Outlay	28,068.67	36,600.00	(+) 8,531.33
Debt Service	72,148.11	61,870.02	(-) 10,278.09
Pay./Other Systems	74,958.30	9,100.00	(-) 65,858.30
Adult Education	1,550.00	1,550.00	- 0 -
Other Expenditures	25,300.00	27,830.00	(+) 2,530.00
TOTAL	2,900,360.25	3,138,724.04	(+) 238,363.79
(add for VOCATIONAL)		84,150.00	84,150.00
GRAND TOTALS	\$2,900,360.25	\$3,222,874.04	\$322,513.79
STATE FUNDS	<u>1,322,226.63</u>	<u>1,510,788.85</u>	<u>188,562.22</u>
LOCAL FUNDS	1,578,133.62	1,712,085.19	133,951.57

Exhibit 4

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