

Be it remembered that the Quarterly County Court of Loudon County met Monday, June 7, 1976 at 7:00 P.M. The Honorable William H. Russell, County Judge, presided and Mrs. Addie Ruth Clark Deputy Clerk of said Court was present; Whereup Chief Deputy Sheriff, Luke Bright opened the Court, led the Pledge of Allegiance to the Flag, and introduced the Reverend Doyle Thrasher, Pastor of Northside Church of God, Lenoir City, 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	

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MINUTES APPROVED AS  
PRESENTED

A motion was made by Squire Hudson, seconded by Squire Williams, to dispense with the reading of the May 3, 1976 County Court minutes. The vote was unanimous, the minutes were approved as presented.

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The Court then recognized Mrs. Rhea Alexander who explained to the Court the Bi-centennial program for Monday, June 14. She requested the Squires to be present for the reenactment of the first County Court meeting of Loudon County.

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PUBLIC HEARING ON  
THE 1976-77 BUDGET

The Court then opened the public hearing on the 1976-77 budget. Mr. Bill Matlock presented a comparison of surrounding counties' tax rates to Loudon County's. He asked the Court to consider the hinderances that a high tax rate might put on industry and business in Loudon County.

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The Court then recognized Mr. Robert Bowman from T. V. A., who answered questions from the Squires on certain roads the state had used for the Tellico Dam Project. After several questions by Squire Hudson, Mr. Bowman said that T. V. A. was ready to begin work on certain roads since they had now received contracts allowing them to work on county roads. Mr. Bowman also said that he would examine the Clear Branch Road and get in touch with Tom Nichols about the damage done to it.

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PETITION PRESENTED  
BY THE TOM HENRY'S  
CONCERNING LAND AT  
JUSTICE CENTER

Squire Duckworth then presented a petition by Tom and Katherine Henry concerning the tract of land not used in building of the Justice Center which they wish to repurchase from the County. They agreed to pay the same price

which the County paid them. The Court turned the petition over to the Purchasing Committee for further study. The petition is attached hereto as Exhibit A.

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PLANNING COMMISSION  
REPORT

ROAD DESIGN PLAN FOR  
6th AVENUE EXTENSION  
AS PROPOSED BY LENOIR  
CITY CO. APPROVED

The Court then recognized Mr. Steve Campbell who then recognized Mr. John Leeland of the Lenoir City company. Mr. Leeland discussed the plan for the extension of Sixth Avenue to State Road 95 which the Planning Commission recommended be approved. It was then moved by Squire Hartsook and seconded by Squire Conner that this road design plan be approved. The vote was unanimous to approve.

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BUILDING COMMISSIONER  
REPORT

The Court then recognized Building Commissioner, Jack Henry, who reported the sale of 23 permits during the month of May amounting to a total revenue of \$831.00 which added to the tax roll \$281,988.00 in new and improved value.

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CLOSING A PORTION OF  
OLD HIGHWAY 72 IN FRONT  
OF TATER WATTS

It was then moved by Squire Duckworth and seconded by Squire Blair to close a portion of Old 72 in front of Tater Watts' property. The vote was unanimous.

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Judge Russell then called for a five-minute recess.

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VOCATIONAL SCHOOL  
REPORT

The Court recognized Superintendent Edward Headlee who reported on the progress at the Vocational School Building. He urged each of the Court members to go by and look the school over. Headlee informed the Court that Vocational School Director, Coy Gibson had worked with the State to confirm the installation of a sewage pumping plant which after much discussion they agreed to install at their cost.

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LOUDON COUNTY \$300,000.00  
INDUSTRIAL PARK REVENUE  
AND TAX BOND ADOPTED

Squire Conner then moved to postpone action for thirty days on consideration and adoption of Loudon County \$300,000.00 industrial park revenue and tax bond. The motion was seconded by Squire Hartsook.

It was then moved by Squire Duckworth and seconded by Squire Hamilton to table the motion. The vote was:

Aye:

Nay:

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

Squire Blair  
Squire Conner  
Squire Hartsook

It was moved by Squire Duckworth and seconded by Squire Hamilton to approve the adoption of Loudon County Industrial Park Revenue and tax

bond with the following vote resulting:

Aye:

Nay:

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

Squire Blair  
Squire Conner  
Squire Hartsook

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PURCHASING COMMITTEE  
REPORT

Squire Hamilton gave the Purchasing Committee report which is attached hereto as Exhibit B.

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BUDGET AMENDMENTS  
APPROVED

It was then moved by Squire Blair and seconded by Squire Conner that the Budget Amendments be approved. The vote was unanimous. Attached hereto as Exhibit C.

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RATIFICATION OF SALE  
OF LAND TO FLIDCO

The Court recognized Mayor Grayson, who explained that FLIDCO bought land for the purpose of construction of a building to help bring in industry to the County.

The Court then recognized Bart Iddins, who further explained that 9.6 acres were sold to FLIDCO at \$5,000.00 an acre.

It was moved by Squire Hamilton and seconded by Squire Hartsook to ratify the sale of land to FLIDCO from Lenoir City Industrial Park. The vote was unanimous.

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JOHNNY F. YOUNG ELECTED  
HOSPITAL DIRECTOR

The Court then took nominations for Hospital Director. Squire Vann nominated Dr. Dan Thompson, Squire Williams nominated John F. Young. John F. Young was elected as Hospital Director with five votes to Dr. Thompson's four votes.

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LEONARD LYLES RE-ELECTED  
SCHOOL BOARD MEMBER

Squire Hamilton then nominated Mr. Leonard Lyles for School Board Member. The vote was unanimous.

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SOLID WASTE CONTRACT  
APPROVED

The Court then took up the consideration of the solid waste disposal contract. Squire Duckworth, Chairman of the Sanitation Committee presented the Contract to the Court and explained that the Purchasing Committee had accepted the \$6,200.00 a month contract from Tellico Area Service System. This Contract is attached hereto as Exhibit D.

JUNE 7, 1976

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The Court then began consideration of the solid waste contract between the City of Lenoir City. After discussion by the Lenoir City Council, it was moved by Duckworth, seconded by Blair, that the Contract be approved. The vote was unanimous to accept the Contract. This Contract is attached hereto as Exhibit 3.

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NOTARY PUBLICS  
ELECTED

It was moved by Blair and seconded by Hartsook that the following notaries be elected: Agnes Hartline, Linda G. Harness, Ruth Ratledge, June Custead, Ramona McNabb, Margie Wallace, Linda M. Stevens, and Pamela Hartsook Graves.

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ADJOURNMENT

With no further business, Squire Blair moved to adjourn until 6:00 P.M., June 14, 1976, at the Bi-centennial Celebration in Loudon.

William H. Russell  
COUNTY JUDGE



June 2, 1976

TO THE MEMBERS OF THE LOUDON COUNTY COURT:

The undersigned are writing this letter for the purpose of requesting permission of the Loudon County Court to repurchase a tract of land which they formerly owned. The tract of land in question is a portion of that land purchased from Thomas G. and Katharine W. Henry in connection with the Loudon County Justice Center.

From information we have it is apparent that the County has no present or future plans for the use of this particular tract and we would be most interested in repurchasing said tract at the price proportionate to what the County paid us for the acreage.

Specifically the land lies at the corner of U.S. Highway 11 and the Sugar Limb Connector Road on the West side. It is approximately 1 acre in total area.

Please treat this letter as a petition to the Court requesting that the appropriate consideration be given to this request and action taken as soon as practicable.

Very truly yours,

Thomas G. Henry, Jr.  
Thomas G. Henry

Katharine W. Henry  
Katharine W. Henry

*Copy Lulu A*

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Minutes: Loudon County Purchasing Committee

The Loudon County Purchasing Committee met May 15th 1976, in the office of the purchasing Department to open Bids on a five year contract for waste disposal.

Only one bid received: Luke Bright & James Chaney for \$7,838.00 per month. (Bid except for supplying personnel to man Station was \$6,2000.00

Tidy Waste Disposal Company (No Bid)  
Benny Stafford, Lenoir City (No Bid)

# AMENDMENTS

6-7-76

## TITLE -II- 76/01

Acct. No.		Dr.	Cr.
41	Estimated Revenue (133.12) Title -II- Funds	\$3,451.00	
81	Appropriations		3,451.00
	Acct. 2242.1 Books	2,996.35	
	Acct. 2242.3 Audio Visual	282.81	
	Acct. 2242.7 Processing	171.84	

## TITLE -III- E.S.E.A.

41	Estimated Revenue Acct. (133.11) Title -III- Funds	10,021.90	
81	Appropriations		10,021.90
	Acct. 2210.32 (Substitute Teachers)	3,000.00	
	Acct. 2210.11 (Travel)	21.60	
	Acct. 2230.1 (Teaching Supplies)	7,000.30	

## TITLE -I- 76/01

41	Estimated Revenue (133.11) Title -I- 76/01 Funds		6,238.74
81	Appropriations	6,238.74	
		Decrease	
	Acct. 2210.31 (Reg. Teachers)	( \$2,409.00)	
	Acct. 2210.32 (Sub. Teachers)	( 530.00)	
	Acct. 2210.09 (Teachers Aides)	( 847.70)	
	Acct. 2220.09 (Other Contracted Service)	( 2,370.50)	
	Acct. 2420.09 (Misc. Health Service)	( 328.00)	
	Acct. 2720.03 (Repairs of Equipment)	200.00 - Inc.	
	Acct. 2851.21 (Cont. to Soc. Sec.)	( 180.00)	
	Acct. 2851.4 (Cont. to Ret.)	( 270.00)	
	Acct. 2852.2 (Ins. on Equip.)	( 2.00)	
	Acct. 2852.4 (Emp. Health Ins.)	( 500.00)	
	Acct. 2851.1 (Cont. to Non-Prof. Ret.)	1,070.00 Inc.	
	Acct. 4040 (Indirect Cost)	( 71.54)	

## GENERAL PURPOSE SCHOOL

41	Estimated Revenue (Sale of Property)	750.00	
81	Appropriations		750.00
	(3271.3) Site Dev.	508.00	
	(3491.9) Voc. Funds	242.00	
41	Estimated Revenue	41,654.89	
	(3700) School Lunch	27,000.00	
	(3750) Soc. Sec. - Cafe. Workers	2,100.00	
	(3752) Ret. - Cafe. Workers	3,400.00	
	(3800) School Milk	8,600.00	
	(132.1) Amt. to Bond Debt Fund	554.89	
81	Appropriations		41,654.89
	(3700) School Lunch	27,000.00	
	(3750) Soc. Sec. Cafe. Workers	2,100.00	
	(3752) Ret. Cafe. Workers	3,400.00	
	(3800) School Milk	8,600.00	
	(3363) Amt. to Bond Debt Fund	554.89	

Transfer \$7.00 from Acct. 2130.1 (Office Supplies) to Acct. 2130.9 (Other Supplies.)

Transfer \$143.80 from Acct. 2210.32 (Substitute Teachers) to Acct. 2210.9 (Aide's Salaries)

Transfer .11 from Acct. 2790 (Other Exp. Plt. Maintenance) to Acct. 2710.2 (Salary of Maintenance Workers.)

*See Exhibit C*

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Transfer \$147.45 from Acct. 2790 (Other Exp. Plt. Maintenance) to Acct. 2720.3  
(Repair of Equipment)

Transfer \$2,129.00 from Acct. 2852.02 (Workmen's Compensation) to Acct. 2852.2  
(Ins. on Equipment and Contents)

Transfer \$19.95 from Acct. 3510 (Salaries - Adult Education) to Acct. 3590 (Other  
Exp. of Adult Education).

41 Estimated Revenue 15,788.00  
(121.1) Current Property Taxes

81 Appropriations 15,788.00  
(2420.9) Health Services 198.00  
(2610.2) Janitor's Salarys 800.00  
(2620.12) Electric and Power 1,200.00  
(2620.8) Telephone 300.00  
(2620.9) Other Contracted Serv. 800.00  
(2630.1) Heat for Buildings 4,000.00  
(2851.4) Ret. County Employees 8,300.00  
(2859) Health Insurance 190.00

LENOIR CITY SCHOOLS

41 Estimated Revenue 26,490.16  
(101) Property Taxes 20,000.00  
(102.1) Property Taxes - Trustee 131.13  
(104) Int. & Penalty 100.00  
(111) Business Tax 3,600.00  
(102.4) Maremont In Lieu 2,659.03

81 Appropriations 26,490.16  
(1400-14) Pro Rata of Taxes

HIGHWAY FUNDS

Transfer \$25.00 from Acct. 1209 (Office Supplies) to Acct. 1204 (Telephone)

Transfer \$200.00 from Acct. 1271 (Ret. for Co. Emp.) to Acct. 1213 (Insurance)

Transfer \$2,000.00 from Acct. 1219.01 (Rock) to Acct. 1211.1 (Gas & Oil)

Transfer \$1,600.00 from Acct. 1201-02 (Salaries - 2nd & 5th Dist.) to Acct. 1218.2  
(Other Contracted Services)

Transfer \$3,000.00 from Acct. 1243.2 (Trucks & Road Machinery) to Acct. 1212.2  
(Bridge and Road Materials)

FEDERAL REVENUE SHARING

Transfer \$1,300.00 from Acct. 200-02 (Other Salaries - Central Accounting) to  
Acct. 200-46 (Equipment - Central Accounting) - Posting Tray and two (2) typewriters.

Transfer \$81.60 from Acct. 200-09 (Office Supplies) to Acct. 200-19 (Other  
Contracted Services)

Transfer \$2,000.00 from Acct. 501-02 (Salaries Deputies) to Acct. 501-08 (Repairs  
and Maintenance to Cars).

Transfer \$6.81 from Acct. 505-01 (Salary - Juvenile Officers) to Acct. 505-08  
(Repairs & Maintenance to Cars.)

Transfer \$1,000.00 from Acct. 501-02 (Salaries - Dept.) to Acct. 506-Fringe  
Benefits (Jailers).

Transfer \$100.00 from Acct. 900-04 (Telephone - Recreation) to Acct. 900-08  
(Repairs & Maintenance Recreation)

Transfer \$1,000.00 from Acct. 300-52 (Parking Lot Acct.) to 800-52 (Transfer Station  
Building)



COUNTY GENERAL FUND

Transfer \$500.00 from Acct. 204.1-10 (Operational Supplies - Courthouse) to Acct. 204.1-08 (Repairs and Maintenance - Courthouse).

Transfer \$12.89 from Acct. 204.1-10 (Operational Supplies) to Acct. 204.1-05 (Utilities - Courthouse).

Transfer \$5.91 from Acct. 207-46 (Equipment - Election) to Acct. 207-04 (Telephone - Election)

Transfer \$16.73 from Acct. 303.1-09 (Office Supplies - Property Assessor) to Acct. 303.1-04 (Telephone - Property Assessor).

Transfer \$200.00 from Acct. 303.1-46 (Equipment - Property Assessor) to Acct. 303.1-15 (Rent on Machine - Property Assessor).

Transfer \$40.14 from Acct. 304-09 (Office Supplies) to Acct. 304-04 (Telephone Trustee).

Transfer \$118.70 from Acct. 401-09 (Office Supplies - General Sessions) to Acct. 401-04 (Telephone - General Sessions).

Transfer \$255.00 from Acct. 403-09 (Office Supplies) to Acct. 403-46 (Equipment - Chancery )

Transfer \$500.00 from Acct. 501- Inv.work to Acct. 501-19 (Other Contracted Services) Sheriff's Dept.

Transfer \$30.05 from Acct. 501-04 (Telephone - Sheriff) to 501-19 (Other Contracted Services - Sheriff)

Transfer \$20.00 from Acct. 501-04 (Telephone - Sheriff) to Acct. 501-09 (Office Supplies - Sheriff)

Transfer \$300.00 from Acct. 506-05 (Utilities - C.J.C.) to Acct. 506-08 (Repairs and Maintenance - County Justice Center)

Transfer \$800.00 from Acct. 508-Fringe Benefits to Acct. 508-02 (Salaries - Dispatchers).

Transfer \$56.00 from Acct. 701-09 (Office Supplies - Reg. of Deeds) to Acct. 701-04 (Telephone - Reg. of Deeds)

Transfer \$3,003.00 from Acct. 1104-13 (Workmen's Compensation) to Acct. 1104-General - Liability Insurance)

Approve payment from Acct. 1109-01 (Unallocated - Primary) for rental of portable buildings of \$90.00.

Transfer \$500.00 from Acct. 1137-10 (Bacon Building - Operational Supplies) to Acct. 1137-08 (Repairs and Maintenance - Bacon Building)

Transfer \$84.18 from Acct. 1107-04 (Telephone) to Acct. 1107-Auxiliary Police Civil Defense.

Transfer \$800.00 from Acct. 1107-46 (Equipment - Civil Defense) to Acct. 1140-46 (Uniforms - Ambulance Service).

Acct. No.		Dr.	Cr.
97	Unappropriated Surplus	\$ 5,917.98	
81	Appropriations		5,917.98
	(202-04) County Judges Telephone	87.67	
	(203-07) Legal Fees	1,000.00	
	(301-04) Telephone - Central Acct.	43.70	
	(301-19) Contracted Service -Central Acct.	500.00	
	(302-04) Telephone - Purchasing	126.59	
	(302-06) Dues - Purchasing	5.00	
	(302-09) Office Supplies Purchasing	15.00	
	(305-04) Telephone - County Court Clerk	42.84	
	(305-09) Office Supplies - County Court Clerk	30.10	
	(305-19) Other Contracted Serv.-Co.Crt. Clk.	67.20	
	(402-04) Telephone - Circuit Court Clerk	56.63	
	(402-19) Other Contracted Serv.Cir.Crt.Clk.	58.22	
	(1106-55) Contribution to Soc.Sec.	300.00	
	(1124-14) Planning Commission	250.00	
	(1129-01) County Engineer	6.50	
	(1140-13) Insurance on Ambulances	1,222.00	
	(1171-14) Retirement - County Employees	1,500.00	
	(1300-02) Per Diem - Sanitation Committee	500.00	
	(1300-04) Telephone - Transfer Station	56.53	
	(1300-05) Utilities - Transfer Station	50.00	
41	Estimated Revenue	583.14	
	(136) Rent		
81	Appropriations		583.14
	(204.2-05) Utilities - Co.Office Bldg.	83.14	
	(204.2-08) Repairs & Maintenance Co.Office Bldg.	500.00	
41	Estimated Revenue	4,500.00	
	137 (Board of Prisoners)		
81	Appropriations		4,500.00
	(502-21) Food	\$2,500.00	
	(502-19) Other Uniforms	2,000.00	
41	Estimated Revenue		
	Library Revenue	3,200.00	
81	Appropriations		
	1110-14 (Library Funds)		3,200.00
41	Estimated Revenue	56,324.00	
	(131.8) C.E.T.A. Program		
81	Appropriation		56,324.00
	1136-01 (Salaries - C.E.T.A.)	\$50,000.00	
	1136-Fringe Benefits C.E.T.A.	6,324.00	

Transfer \$3,800.00 from County General Fund - Unappropriated Surplus to Open Space Fund - Eaton Park.

# 76.01 Budget

I.

## 3. ESEA Title IV, Part B, Project Budget

			Estimated Cost		
			Elementary	Secondary	Total
a.	2210.43	Guidance Services (salaries)	\$ _____	\$ _____	\$ _____
b.	2241.1	Textbooks	\$ _____	\$ _____	\$ _____
c.	2242.1	Books	\$ <u>6,115.64</u>	\$ <u>3,752.07</u>	\$ <u>9,867.71</u>
d.	2242.2	Periodicals and other printed materials	\$ <u>160.35</u>	\$ _____	\$ <u>160.35</u>
e.	2242.3	Audiovisual Materials	\$ <u>912.05</u>	\$ _____	\$ <u>912.05</u>
f.	2242.9	Processing and Initial delivery	\$ <u>448.89</u>	\$ <u>270.00</u>	\$ <u>718.89</u>
g.	2290.9	Test Materials	\$ _____	\$ _____	\$ _____
h.	3272.3	Remodeling of Buildings	\$ _____	\$ _____	\$ _____
i.	3273.32	Instructional equipment and special laboratory furniture	\$ <u>90.00</u>	\$ _____	\$ <u>90.00</u>
GRAND TOTAL			\$ <u>7,726.93</u>	\$ <u>4,022.07</u>	\$ <u>11,749.00</u>

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application

BUDGET AMENDMENTS - JUNE 7, 1976

TITLE IV

Approve Attached Title IV Budget

<u>Acct. NO.</u>	<u>General Fund</u>	<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (141.14) State Dental Funds	84.00	
81	Appropriations Acct. 805-08 State Dental Funds		84.00

Transfer \$1,034.00 from Acct. 1109-01 (Primary Unallocated) to Acct. 501-46 (Cars for Sheriff's Dept.)

Transfer \$20.00 from Acct. 207-01 (Election Officials per diem) to Acct. 207-02 ( Election - Other Salaries)

Transfer \$100.00 from Acct. 303.1-19 (Other Contrated Services - Tax Assessor) to Acct. 303.1-02 (Other Salaries)

General Purpose Schools

Transfer \$210.00 from Acct. 2210.31 (Regular Teacher's Salaries) to Acct. 2210.1 (Principals Salaries)

Federal Revenue Sharing Trust Fund

Transfer \$550.00 from Acct. 800 (Transfer Station) to Acct. 300-52 (Parking Lot Courthouse)

<u>Acct. No.</u>	<u>General Fund</u>	<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (158) Sanitary Landfill	2,497.18	
97	Unappropriated Surplus	702.82	
81	Appropriations (1300-14) Contract for Sanitary Landfill		3,200.00

Transfer \$177.10 from Acct. 812-02 (Sec. Salary - Office on Aging) to Acct. 812-46 ( Equipment - Office on Aging).

Transfer \$123.00 from Acct. 812 - Fringe Benefits - Office on Aging to Acct. 812-46 (Equipment - Office on Aging).

Transfer \$15.00 from Acct. 501-04 (Telephone - Sheriff) to 501-19 ( Other Contracted Services)

Transfer \$11.00 from Acct. 212-08 (Bldg. Comm.-Repairs & Maintenance) to Acct. 212-19 (Other Contracted Services)

<u>Acct. No.</u>	<u>General Purpose Schools</u>	<u>Dr.</u>	<u>Cr.</u>
41	Estimated Revenue (131.81) Voc. Funds	2,500.00	
81	Appropriations (3491.09) Voc.		2,500.00

Transfer \$1,036.11 from Acct. 3491.1 (Tuition) to Acct.3491.09 (Voc.Tuition)



File

CONTRACT

This Contract, made and entered into on this 1st day of June, 1976, by and between the County of Loudon, a political sub-division of the State of Tennessee, hereinafter called the County, and the City of Lenoir City, and the City of Loudon, hereinafter called Lenoir City and Loudon.

WHEREAS, the County of Loudon is willing to manage a solid waste disposal operation; and

WHEREAS, the State of Tennessee is now offering a per capita grant based on population of each municipality or political sub-division of the State to go toward the operation of a certified sanitary land fill, which the County of Loudon and the 2 cities and any private collectors may have the advantage of if joint agreement is made; and

WHEREAS, Tellico Area Disposal Service, Inc., has a state approved and registered land fill site, and this site is already in operation; and

WHEREAS, it appears to be desirable for the County, on behalf of itself and the Cities to contract with Tellico Area Disposal Service, Inc. for the disposal of the solid waste of Loudon County and its Cities, for FIVE (5) years at a flat rate of SEVENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100, (\$74,400.00), per year;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, they agree as follows:

*Exhibit D.*

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1. It is hereby agreed that the County will manage, operate and control the operation of the transfer station.

2. In return for the use of the transfer station to dispose of all solid waste as defined in the state statutes and in the Tellico Area Disposal Service, Inc. contract, the City of Lenoir City agrees to pay the County of Loudon the base sum of TWENTY SEVEN THOUSAND AND TWO HUNDRED THIRTY THREE DOLLARS AND NO/100, (\$27,233.00) per year, and further and in addition thereto, to pay to the County of Loudon any and all amounts paid to the City of Lenoir City by the State of Tennessee in furtherance of the per capita grant hereinabove described; the City of Loudon agrees to pay to the County of Loudon the sum of NINETEEN THOUSAND SEVEN HUNDRED THIRTY THREE DOLLARS AND NO/100, (\$19, 733.00), per year, and in addition thereto, any and all amounts paid to the City of Loudon by the State of Tennessee in furtherance of the per capita grant hereinabove described

3. If the State grants should cease or be reduced, then the cities and the County will undertake a proportionate additional amount, based on population, of the contract price of SEVENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100, (\$74,400.00), and if the State grant should increase then the cities and the County shall have the benefit of such proportionate decrease based on population.

4. The duration of this Contract is co-existent with the Tellico Area Disposal Service, Inc. contract dated June 1. It is specifically agreed that if any party hereto should default, that the remaining parties may continue.

5. It is agreed that the County Sanitation Committee shall have the following composition: two (2) members each from the cities of Lenoir City and Loudon and four (4) members from the County Court.

6. It is agreed that the County Sanitation Committee, if it deems it necessary, or desirable, may charge a reasonable permit fee for any resident or business outside the corporate limits of either city to make use of the transfer station with such charges to go toward the County's cost of the operation.

7. It is agreed that the County Sanitation Committee will charge a reasonable permit fee for any private commercial hauler which uses the transfer station. If such permit fee to any person(s) engaged in the business of commercial hauling of solid waste shall be collected in excess of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), in any one fiscal year, such excess shall be equally divided between the parties hereto. If the total amount collected in any one fiscal year shall be less than TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), the difference between TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), and the amount actually collected shall be equally shared by the parties hereto.

8. It is agreed that the County Sanitation Committee will charge a reasonable permit fee to any industry depositing solid waste in the transfer station regardless of the method used to deliver solid waste to the transfer station. It is further agreed that all monies paid by Loudon County industries as of the date of this contract will be paid directly to Loudon County; this fee presently being FOUR THOUSAND DOLLARS AND NO/100, (\$4,000.00). However, it is further agreed that, if during the duration of this contract, Loudon County industries pay in excess of the above designated amount, such excess shall be equally divided between the parties hereto. If the total shall be less than the amount first designated above, then the difference shall be equally shared by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this  
Contract on the day and year first above written.

COUNTY OF LOUDON

BY:  *William O. Russell*

COUNTY JUDGE

DATE: *June 9, 1976*

*Edward A. Alexander*

ATTEST

CITY OF LENOIR CITY

BY: *Joel Grayson*

MAYOR

DATE: *June 9, 1976*

*Robert W. Dennis*

ATTEST

CITY OF LOUDON

BY: *Eugene Lambert*

MAYOR

DATE: *June 9, 1976*

*Eldred D. Smith*

ATTEST



CONTRACT

This Contract, made and entered into on this 1st day of June, 1976, by and between the County of Loudon, a political sub-division of the State of Tennessee, hereinafter called the County, and the City of Lenoir City, and the City of Loudon, hereinafter called Lenoir City and Loudon.

WHEREAS, the County of Loudon is willing to manage a solid waste disposal operation; and

WHEREAS, the State of Tennessee is now offering a per capita grant based on population of each municipality or political sub-division of the State to go toward the operation of a certified sanitary land fill, which the County of Loudon and the 2 cities and any private collectors may have the advantage of if joint agreement is made; and

WHEREAS, Tellico Area Disposal Service, Inc., has a state approved and registered land fill site, and this site is already in operation; and

WHEREAS, it appears to be desirable for the County, on behalf of itself and the Cities to contract with Tellico Area Disposal Service, Inc. for the disposal of the solid waste of Loudon County and its Cities, for FIVE (5) years at a flat rate of SEVENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100, (\$74,400.00), per year;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, they agree as follows:

*Exhibit E*

402-R

1. It is hereby agreed that the County will manage, operate and control the operation of the transfer station.

2. In return for the use of the transfer station to dispose of all solid waste as defined in the state statutes and in the Tellico Area Disposal Service, Inc. contract, the City of Lenoir City agrees to pay to the County of Loudon the base sum of TWENTY SEVEN THOUSAND TWO HUNDRED THIRTY THREE DOLLARS AND NO/100, (\$27,233.00), per year, and further and in addition thereto, to pay to the County of Loudon any and all amounts paid to the City of Lenoir City by the State of Tennessee in furtherance of the per capita grant hereinabove described; the City of Loudon agrees to pay to the County of Loudon the sum of NINETEEN THOUSAND SEVEN HUNDRED THIRTY THREE DOLLARS AND NO/100, (\$19,733.00), per year, and in addition thereto, any and all amounts paid to the City of Loudon by the State of Tennessee in furtherance of the per capita grant hereinabove described.

3. If the State grants should cease or be reduced, then the cities and the County will undertake a proportionate additional amount, based on population, of the contract price of SEVENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$74,400.00), and if the State grant should increase then the cities and the County shall have the benefit of such proportionate decrease based on population.

4. The duration of this Contract is co-existent with the Tellico Area Disposal Service, Inc. contract dated \_\_\_\_\_. It is specifically agreed that if any party hereto should default, that the remaining parties may continue.

5. It is agreed that the County Sanitation Committee, if it deems it necessary, or desirable, may charge a reasonable permit fee for any resident or business outside the corporate limits of either city to make use of the transfer station with such charges to go toward the County's cost of the operation.

6. It is agreed that the County Sanitation Committee may charge a reasonable permit fee for any private commercial hauler which uses the transfer station. If such permit fee to any person(s) engaged in the business of commercial hauling of solid waste shall be collected in excess of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), in any one fiscal year, such excess shall be equally divided between the parties hereto. If the total amount collected in any one fiscal year shall be less than TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), the difference between TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100, (\$2,500.00), and the amount actually collected shall be equally shared by the parties hereto.

7. It is agreed that the County Sanitation Committee may charge a reasonable permit fee to any industry depositing solid waste in the transfer station regardless of the method used to deliver solid waste to the transfer station. It is further agreed that all monies paid by Loudon County industries as of the date of this contract will be paid directly to Loudon County. However, it is further agreed that, if during the duration of this contract, Loudon County industries pay in excess of the above designated amount, such excess shall be equally divided between the parties hereto. If the total shall be less than the amount first designated above, then the difference shall be equally shared by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract on the day and year first above written.

COUNTY OF LOUDON

BY: \_\_\_\_\_  
COUNTY JUDGE

DATE: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

CITY OF LENOIR CITY

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

CITY OF LOUDON

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
ATTEST