

Be it remembered that the County Legislative Body of Loudon County met in regular session on Monday November 1st, 1982 at 7:30 P.M. with the Honorable Ross Wilkerson, County Executive, presiding and Riley D. Wampler, County Clerk was present; whereupon Sheriff Joe Sims opened Court and presented Commissioner Jerry Masingo who gave the invocation.

The following Commissioners were present:

Roy Bledsoe	Bart Eldridge
Bill Webb	Avery Petty
Jerry Masingo	Jim Price
Al Bryant	Glenn Luttrell
J. J. Blair	

MINUTES
APPROVED

It was moved by Commissioner Petty and seconded by Commissioner Eldridge that the minutes be approved as presented. The Vote was unanimous.

ADMINISTRATION
OF HOSPITAL
CONTRACT
APPROVED

Commissioner Petty, Chairman of the Hospital Board; presented to the Commissioners a Contract of \$180,000.00 for administration of the Hospital, and recommended to the Hospital Board by the Contract Renewal Committee. It was moved by Commissioner Blair and seconded by Commissioner Bryant that the Contract be approved. The Vote was unanimous and it is attached hereto as Exhibit A.

STEEKEE
SCHOOL
REPORT

In the absence of Superintendent Headlee County Executive Ross Wilkerson reported on the progress of Steekee School, saying that with in three weeks the school should be back to normal.

BUDGET
AMENDMENTS
APPROVED

It was moved by Commissioner Blair and seconded by Commissioner Price that the Budget Amendments be approved as presented. The Vote was 8 to 1 with Commissioner Webb Voting Nay. The Amendments are attached hereto as Exhibit B.

CIVIL DEFENSE
REPORT

Ray McDonald gave an upto date Civil Defense Report.

PLANNING
COMMISSION
REPORT

Mr. Patrick Phillips presented the Planning Commission Report which is attached hereto as Exhibit C.

11/1/82

205

SHERIFF'S DEPT.
REPORT

From the Sheriff's Department, Joe Sims reported they had three new cars already equipped and on the road.

BUILDING
INSPECTOR
REPORT

Building Inspector, Doug Lawrence reported issuing for the month of October 20 permits in the amount of \$1,081.00 Dollars.

INDUSTRIAL
DEVELOPMENT
REPORT

Bart Iddins, Industrial Development Director, presented an upto date report along with Financial Statement.

ROAD
SUPERINTENDENT
REPORT

Don Palmer, Road Superintendent presented a report on the progress of Antioch and Luttrell roads. The Sugar Limb Road and the Road Equipment Purchase Proposal will go before the Budget Committee

No Action was taken on the appointment of OSHA Representative.

It was moved by Commissioner Petty and seconded by Commissioner Bryant that no action be taken on the Maury County and Lauderdale County Resolutions. The Vote was unanimous.

TRDA
REPORT

County Executive Ross Wilkerson, gave a report concerning TRDA. After some discussion, it was moved by Commissioner Petty and seconded by Commissioner Eldridge that the County accept those already appointed to TRDA as is, since they were capable men that could work together along with the County Executive for the betterment of Loudon County. The Vote was unanimous.

11 TOP TAX
PAYERS FOR 1982

Property Assessor Doyle Arp, presented to the Commissioners the 11 highest Property Tax Payers for the Year 1982. The report is attached hereto as Exhibit D.

Stray Animal
Problems

County Executive, Ross Wilkerson said it had been brought to his attention by 2 Veterinarian Doctors concerning stray animals problems in the County. He stated this would be discussed at a later date.

It was moved by Commissioner Eldridge and seconded by Commissioner Petty that the Notary Publics be approved as presented. The Vote was unanimous.

Notary Publics
Approved

Larry W. Aikens
Michael E. Aikens
R. L. Parris
Joan York
Patricia T. Clark
Mary Nelle Evans
Susan S. Watson

Nancy L. Parkhurst
Mary Parker
Linda B. Jett
Teresa A. Bicknell
Wanda F. Curtis
Peggy L. Robinson
Moody F. Stafford
June A. Graham

There being no further Business Court adjourned.


ROSS WILKERSON
COUNTY EXECUTIVE

RILEY D. WAMPLER
COUNTY CLERK

MANAGEMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of ____, 1982, by and between LOUDON COUNTY MEMORIAL HOSPITAL (hereinafter "LCMH"), a county hospital, and HOSPITAL AFFILIATES MANAGEMENT COMPANY OF LOUDON, TENNESSEE, INC. (hereinafter "HMC"), a Tennessee corporation.

INTRODUCTION

LCMH desires to employ HMC, under the terms of this Agreement, to provide its experience, skills, supervision and certain personnel in the operations of a hospital, located in Loudon, Tennessee (hereinafter referred to as "Hospital"), owned by Loudon County, with the full authority and ultimate control of the Hospital remaining with LCMH Board of Directors (hereinafter the "Board").

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and the obligations undertaken by the parties pursuant hereto, LCMH and HMC hereby agree as follows:

E. L. L. A

1. EMPLOYMENT, SERVICES AND DUTIES.

1.1 Employment. LCMH hereby retains HMC, and HMC hereby agrees to act, as manager of the Hospital, subject to all the provisions hereof.

1.2 Authority and Responsibilities of Manager. As manager of the Hospital, HMC shall have authority and responsibility to conduct, supervise, and manage the day-to-day operation of the Hospital. Subject to any different conditions imposed by the Board, HMC shall manage the Hospital in the same efficient manner as HCA manages hospitals owned solely by it. In the absence of oral or written direction or written policies of the Board, HMC shall be expected to exercise reasonable judgment in its management activities. HMC shall specifically have responsibility, and commensurate authority, subject to the direction of the Board or its Designated Representative, the written policies of the Board, and budget approved by the Board as hereinafter provided, for the following activities:

(a) Charges. The establishment, maintenance, revision, and administration of the overall charge structure of the Hospital, including, but not limited to, patient room charges, charges for all ancillary services, charges for supplies, medication and special services;

(b) Personnel Administration. The hiring, discharge, supervision and management of all employees of the Hospital, including the determination from time to time of the numbers and qualifications of employees needed in the various departments and services of the Hospital. The establishment, revision and administration of wage scales, rates of compensation, employee benefits, rates and conditions of employment, in-service training, attendance at seminars or conferences, staffing schedules,

and job and position descriptions with respect to all employees of the Hospital.

(c) Collection of Accounts. The issuance of bills for services and materials furnished by the Hospital, the collection of accounts and monies owed to the Hospital, including the responsibility to enforce the rights of the Hospital as creditor under any contract or in connection with the rendering of any service;

(d) Payment of Accounts and Indebtedness. The payment of payroll, trade accounts, amounts due on short and long-term indebtedness, taxes and all other obligations of the Hospital; provided, that HMC's responsibility under this paragraph shall be limited to the exercise of reasonable diligence and care to apply the funds collected in the operation of the Hospital to its obligations in a timely and prudent manner, and HMC shall have no separate liability with respect to any obligation of the Hospital or LCMH;

(e) Accounting and Financial Records. The establishment and administration of accounting procedures and controls, in accordance with generally accepted accounting principles being used by HMC, and the establishment and administration of systems for the development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Hospital (the originals to remain at the Hospital), all subject to Board review. Included in the foregoing will be the following:

(i) preparation and delivery to the Board within fifteen (15) days after the end of each calendar month, of a balance sheet, dated the last day of such month, and a statement of income and expenses for such month relating to the operation of the Hospital;

(ii) within ninety (90) days after the end of each fiscal year of the Hospital, preparation and delivery to the Board of a balance sheet, suitable for performance of audit procedures, dated the last day of said fiscal year, and a statement of income and expenses for the year then ended;

(iii) from time to time, as may be required by law, or determined by HMC to be needed, preparation and filing of such forms and reports as may be required under any Federal or state programs controlling wages and prices;

(iv) preparation and submission of cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, Blue Cross and other third-party payment contracts and programs, including National Health Insurance, in which the Hospital may from time to time participate.

(f) Depositories for Funds. Maintenance of accounts in such banks, savings and loan associations, and other financial institutions as the Board may from time to time select (including certificates of deposit) with such balances therein (which may be interest bearing or non-interest bearing) as HMC shall from time to time deem appropriate, taking into account the operating needs of the Hospital and the disbursements from such accounts of such amounts of the Hospital's funds as HMC shall from time to time determine appropriate in the discharge of its responsibilities under this Agreement; provided, however, that HMC shall not, in any case, have any obligation to supply, out of its own funds, working capital for the Hospital.

(g) Purchases and Leases. The management of all purchases and leases of equipment, drugs, supplies, and all materials and services which HMC shall deem to be necessary in the operation of the Hospital. To the extent available, and subject to applicable law, HMC will offer the Hospital participation in HCA's National Purchasing Contracts. Any purchase agreement which will obligate the Hospital beyond the term of this Agreement, and any purchase or lease of capital equipment, shall be subject to approval of the Board.

(h) Quality Control. The evaluation of all quality control aspects of the Hospital operation, and the implementation, with Board approval, of quality control programs designed to meet standards imposed by appropriate certifying agencies and to bring about a high standard of health care in accordance with Board policies and resources available to the Hospital.

1.3 Budgets. Not later than thirty (30) days prior to the end of each fiscal year during the existence of the Agreement, HMC shall submit to the Board the following budgets covering the next fiscal year. These budgets, and any material changes therein during the fiscal year, shall only become effective upon approval of the Board. If applicable, the Board shall be provided with information for rate review requirements according to the law of the state where the Hospital is located.

(a) Capital Expenditures. If appropriate, a capital expenditure budget outlining a program of capital expenditures for the next fiscal year;

(b) Operating Budget. A budget setting forth an estimate of operating revenues and expenses for the coming fiscal year, together with

an explanation of anticipated changes in facility utilization and changes in services offered to patients, charges to patients, payroll rates and positions, non-wage cost increases, and all other factors differing significantly from the current year;

(c) Cash Flow Projection. A projection of cash receipts and disbursements based upon the proposed Operating and Capital Budgets, together with recommendations as to the use of projected cash flow in excess of short-term operating requirements and/or as to the sources and amounts of additional cash flow that may be required to meet operating requirements and capital requirements.

1.4 Contracts for Services. HMC shall be empowered to negotiate, enter into, terminate and administer on behalf of the Hospital contracts for services by medical, paramedical, and other persons and organizations, and for maintenance and repair of the physical plant of the Hospital, subject to review of the Board. Contracts with physicians who provide independent contractor services in areas such as anesthesiology, pathology, radiology, and emergency room shall be subject to approval of the Board or its Designated Representative.

2. ADMINISTRATOR AND OTHER PERSONNEL.

2.1 Administrator. HMC shall, during the term hereof, provide a qualified hospital administrator (the "Administrator"), whose initial and continuing appointment shall be subject to the approval of the Board, who will be chief administrative officer of the Hospital, and who will be and remain the employee of HMC for the term of this Agreement and whose salary and fringe benefits will be paid by HMC.

2.2 Controller. HMC will provide, during the term hereof, a qualified hospital controller (the "Controller"), whose initial and continuing appointment shall be subject to the approval of the Board, who will be the chief accounting and financial officer of the Hospital, and who will be and remain an employee of HMC for the term of this Agreement and whose salary and fringe benefits will be paid by HMC.

2.3 Covenant Not To Hire.

(a) LCMH covenants and agrees that it will not, and will not permit any affiliated institution to, employ or offer to employ any of the persons employed by HMC in the positions discussed in Paragraphs 2.1 and 2.2 hereof until after the expiration of one (1) year after the termination of this Agreement, without the prior written consent of HMC. Current employees of Hospital at the time of this contract shall not be subject to this provision.

(b) HMC covenants and agrees that it will not, and will not permit any affiliated institution to, employ or offer to employ any of the persons employed by LCMH in the positions discussed in Paragraphs 2.1 and 2.2 hereof until after the expiration of one (1) year after the termination of this Agreement, without the prior written consent of LCMH.

3. DIVISION OF AUTHORITY AND RESPONSIBILITY.

3.1 The Board. The Board shall retain all authority placed in it by law and its bylaws, as may be amended from time to time, and shall retain such other authority as shall not have been specifically delegated by it to HMC pursuant to the terms of this Agreement or otherwise. The Board shall represent the Hospital and LCMH in matters pertaining to the interpretation of this Agreement; provided, that in any situation in which, pursuant to the

terms hereof, the Board shall be required or permitted to take any action, to give any approval, or to receive any report, HMC shall be entitled to rely upon the written statement of the Chairman of the Board, or other representative thereof who shall be designated in writing by the Board to act on its behalf under this Agreement (the Chairman or other designated representative being referred to herein as the "Designated Representative") to the extent that any such action or approval has been taken or given. Delivery of any such report to the Designated Representative shall constitute delivery to the Board. Whenever any action shall be subject to the approval of the Board, HMC shall be entitled to receive a decision of the Board within sixty (60) days after notification of the proposed action shall have been delivered in writing to the Designated Representative.

3.2 Medical Staff; Medical and Professional Matters. The medical staff (the "Medical Staff") shall be organized and function according to its Bylaws, as they may be amended from time to time, and HMC shall consult with the Medical Staff and the Board, as may from time to time be appropriate. All medical and professional matters shall be the responsibility of the Board or its Designated Representative and the Medical Staff of the Hospital.

4. COMMUNICATIONS AND REPORTS.

HMC shall, from time to time, deliver to the Board a narrative report at least quarterly, which shall be in writing, covering the operation of the Hospital, and HMC shall also be available to report to and consult with the Board or its Designated Representative on such matters and at such times as the Board shall reasonably request.

5. LICENSING; ACCREDITATION.

LCMH covenants that it will take all reasonable steps necessary to keep the Hospital fully licensed, and if eligible, duly accredited by the Joint Commission for Accreditation of Hospitals, and HMC covenants to cooperate in said endeavors. LCMH further covenants that it will do nothing willful to jeopardize Medicare, Medicaid and other third-party reimbursement agreements, including, if effective, National Health Insurance. Both LCMH and HMC agree to abide by all laws, ordinances, rules and regulations of state, local or federal governments pertaining to LCMH ownership, to HMC's operation of the Hospital and to the operation of the Agreement.

6. COMPENSATION.

As compensation for the management services to be rendered hereunder, the Hospital shall pay to HMC, the sum of \$180,000 for the first year of this Agreement, to be adjusted in the following years in accordance with the terms hereinafter set forth, which amount shall be paid in monthly installments, commencing the month in which this Agreement becomes effective. The fee must be paid by the tenth (10th) day of the month in which the bill is rendered, and the same is payable in the City of Loudon, Tennessee. The fee for each year after the first year shall be a fee of \$180,000 as adjusted to reflect changes in the Consumer Price Index - all Items, put out by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI") or comparable statistical survey measuring the index of inflation if the CPI is discontinued. The adjusted fee for subsequent years shall increase (or decrease) in proportion to the increase (or decrease) in the CPI from the month before this Agreement becomes effective to the month immediately preceding the first anniversary date of the Agreement to a

maximum of 8% per annum. Thereafter, yearly increases (or decreases) shall be in proportion to the increase (or decrease) in the CPI for the year preceding the month immediately preceding the beginning of any such year, however, all National Regulations as may be in effect during the year shall be observed.

7. TERM OF AGREEMENT.

7.1 Unless sooner terminated as otherwise provided in this Agreement, this Agreement shall remain in effect for a period of three (3) years; it shall be renewed automatically thereafter for a three-year term, unless either party shall notify the other no less than ninety (90) days prior to the end of the term then in effect that that party does not wish to renew. During any renewal period, the provisions of this Agreement shall in all respects be applicable to the renewal period.

7.2 If HMC shall enter into management, ownership or lease of another hospital, which in the Board's opinion creates a conflict with LCMH and the conflict cannot be resolved to the Board's satisfaction within sixty (60) days after notice thereof has been given to HMC by the Board or its Designated Representative, the Board may terminate this contract upon sixty (60) days notice to HMC.

8. DEFAULT.

8.1 Events of Default.

(a) With respect to LCMH, it shall be an event of default ("Event of Default") hereunder:

(i) If LCMH shall fail to make or cause to be made any payment to HMC required to be made hereunder, or to make any payment pursuant to any other agreement between the parties, including HCA, and

such failure shall continue for as much as thirty (30) days after notice thereof shall have been given to the Board;

(ii) If LCMH shall fail to keep, observe or perform any material agreement, term or provision of this Agreement to be kept, observed or performed by it, and such default shall continue for a period of thirty (30) days after notice thereof by HMC to the Board;

(iii) If LCMH shall fail to make payments, or keep any covenants, owing to any third party which would cause LCMH to lose possession of the Hospital building, equipment or property;

(iv) If as much as 33% of the Hospital's total bed capacity equipped and in operation, or if any material service of the Hospital, shall be rendered incapable of normal operation because of fire or other casualty, and shall not be repaired, restored, rebuilt or replaced within twelve (12) months after such fire or other casualty;

(v) If, through no fault of HMC, the licenses required for the operation of the Hospital are at any time suspended, terminated, or revoked, and such suspension, termination, or revocation shall continue unstayed and in effect for a period of thirty (30) days consecutively.

(b) With respect to HMC, it shall be an Event of Default hereunder if HMC shall fail to keep, observe, or perform any material agreement, term or provision hereof required to be kept, observed, or performed by it, and such failure shall continue for as much as thirty (30) days after notice thereof shall have been given to HMC by the Board or its Designated Representative.

8.2 Remedies Upon Default.

(a) If any Event of Default by LCMH shall occur and be continuing, HMC may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate this Agreement, and remove from the Hospital the persons employed by it pursuant to Sections 2.1 and 2.2 hereof, and neither party shall have any further obligations whatever under this Agreement, except pursuant to the indemnity provisions of Sections 9.1, 9.3 and 9.4; but HMC shall immediately be entitled to receive payment of all amounts theretofore unpaid but earned to date, which shall be due to HMC pursuant to the terms hereof, with interest, at the prime rates established by Citibank, N.A., New York, New York.

(b) If any Event of Default by HMC shall occur and be continuing, LCMH may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate this Agreement, whereupon HMC shall remove persons employed pursuant to Sections 2.1 and 2.2 hereof, and neither party shall have any further obligation whatever under this Agreement, except pursuant to the indemnity provisions of Sections 9.1, 9.3 and 9.4; provided, that HMC shall immediately be entitled to receive payment of all amounts theretofore unpaid which shall be earned and due to HMC to date of termination pursuant to the terms hereof.

(c) If either party hereto brings an action because of any Event of Default hereunder, the non-prevailing party agrees to pay all costs and attorney's fees incurred by the prevailing party in connection with such action.

If any disputed item under the contract cannot be agreed upon by and between the parties, prior to initiation of litigation, the matter shall be submitted to an arbitration panel selected by the American Arbitration Association and the hearing shall be in accordance with the rules of such association. The parties agree that such arbitration shall result in a final and binding judgement in the State of Tennessee. The party which is determined to owe the judgement awarded by the Arbitration panel shall also be liable for the attorney's and witnesses' expenses and fees of the other party.

8.3 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

9. MISCELLANEOUS.

9.1 Insurance. It is agreed that all insurance policies held by the Hospital, except Worker's Compensation insurance policies, are to be written or amended to include HMC and HCA, their agents, servants,

employees, officers and directors as Additional Named Insureds, including an endorsement separating the interests of HMC, HCA and the Hospital as if separate liability policies were issued to each entity.

At all times during the term of this Agreement, LCMH shall maintain, or cause to be maintained, insurance on the Hospital buildings, furnishings, and equipment against loss or damage by fire, flood, lightning, wind storm, explosion, aircraft, vehicle and smoke damage, in the amount of their full insurable values; except that insurance against loss or damage by flood must be available and available at reasonable rates.

Notwithstanding the foregoing, the Board shall indemnify and hold harmless HMC and HCA from any and all liability including attorney's fees caused by or resulting from the negligent or intentional acts or omissions of any member of the Board or the Medical Staff, or of any employee of LCMH or the Hospital. HMC shall be liable for liability solely attributable to its employees' negligence and shall hold LCMH harmless from any liability arising therefrom.

9.2 Disclaimer of Employment of Hospital Employees. Except for persons employed in offices pursuant to Sections 2.1 and 2.2 hereof, no person employed by the Hospital will be an employee of HMC, and HMC will have no liability for payment of their wages, payroll taxes, and other expenses of employment, except that HMC shall have the obligation to exercise reasonable care in its management of the Hospital property to apply available Hospital funds to the payment of such wage and payroll taxes. All such persons will be employees of the Hospital, or, pursuant to Section 1.4 hereof, independent contractors or the employees of independent contractors.

9.3 Non-Assumption of Liabilities. HMC shall not by entering into and performing this Agreement become liable for, and LCMH shall indemnify it and HCA against, any of the existing or future obligations, liabilities or debts of the Hospital or LCMH, and will in its role as manager have only an obligation to exercise reasonable care in the management and handling of the funds generated from the operation of the Hospital. LCMH shall indemnify and hold harmless HMC and HCA from and against any liability asserted against HMC or HCA arising out of the Hill-Burton law and regulations, provided HMC will use its best efforts to keep the Hospital in compliance with the Hospital's obligations relative to indigent care and nondiscrimination.

9.4 Responsibility for Misconduct of Employees and Others. HMC will have no liability whatever for damages suffered on account of the dishonesty, willful misconduct or negligence of any employee of the Hospital or, or any member of the Board or the Medical Staff. HMC shall be liable to LCMH for, and agrees to indemnify and hold it harmless from, any damage or loss sustained by it by reason of the dishonesty, willful misconduct or gross negligence of HMC employees.

9.5 Special Projects. HMC may, from time to time, engage consultants to perform projects and studies, which consultants would not be employees of HMC or HCA or its subsidiaries, and all amounts of their reasonable expenses and fees shall be paid directly by the Hospital to the consultant involved. However, it is agreed that HMC shall not engage any such consultants without first obtaining the approval of the Board.

9.6 Access to the Hospital; Confidentiality of Records. HMC shall, during the term hereof, be given complete access to the Hospital, its

records, offices, and facilities, in order that it may carry out its obligations hereunder, subject to confidential requirements of patient medical records as established by the Board. HMC shall use its best efforts to maintain the confidentiality of all files and records, including patient records, of the Hospital, disclosing the same only as directed by law or by the Board in any particular instance.

9.7 Disclaimer of Intent to Become Partners. HMC and LCMH shall not by virtue of this Agreement be deemed partners or joint venturers in the operation of the Hospital or any related facility. It is expressly understood that HMC is hereby retained by LCMH to manage the Hospital on behalf of LCMH, and that HMC is constituted the agent of LCMH only for the purpose of carrying out its obligations under this Agreement.

9.8 Absence of Conflicts of Interest. While this Agreement shall remain in effect, any person who serves as a member of the Board or the Medical Staff of the Hospital and who shall have a "conflict of interest" shall be required to disclose the same to HMC. For the purposes hereof, a "conflict of interest" shall be defined as any financial interest or investment, direct or indirect, in the Hospital, or any department of service thereof, or as being a party to any contract or contracts for the providing of any goods or services to the Hospital.

9.9 Restriction on Assignment. Neither party hereto may assign its interest in or delegate the performance of its obligations under this Agreement to, any other person without obtaining the prior written consent of the other party, except that HMC may assign its interest or delegate the performance of its obligations to HCA or a wholly-owned subsidiary thereof, and LCMH may assign its interest to a duly authorized successor in interest.

9.10 Successors. All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of HMC and LCMH, to the same extent as if each such successor and assign were in each case named as a party to this Agreement.

9.11 Headings. The headings to the various sections of this Agreement have been inserted for convenience reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement.

9.13 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, postage prepaid:

If to HMC:	President HCA Management Company, Inc. One Park Plaza Nashville, TN 37203
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If to LCMH:	Loudon County Memorial Hospital Loudon, Tennessee 37774 Attention: Chairman
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or to such other person and address as either party may designate in writing.

9.14 Effect of Invalidity. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

9.15 Authorization for Agreement. The execution and performance of this Agreement by LCMH and HMC have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement consti-

tutes the valid and enforceable obligations of LCMH and HMC in accordance with its terms.

9.16 Applicable Law. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee.

9.17 Amendments. Any amendments to this Agreement shall be in writing and signed by HMC, HCA and the Chairman of the Board of Trustees of the Hospital.

9.18 Access to Books and Records of HMC or HCA by Secretary of HHS or Authorized Representative. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, HMC, HCA or any other related organization providing services with a value or cost of \$10,000 or more over a twelve-month period, shall make available to the Secretary the contract, books, documents and records that are necessary to certify the nature and extent of the costs of providing such services. Such inspection shall be available up to four (4) years after the rendering of such services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the day and year first above written.

LOUDON COUNTY MEMORIAL HOSPITAL

By: _____
Chairman

ATTEST:

HOSPITAL AFFILIATES MANAGEMENT
COMPANY OF LOUDON, TENNESSEE, INC.

By: _____
President

ATTEST:

Assistant Secretary

HOSPITAL AFFILIATES MANAGEMENT
COMPANY OF LOUDON, TENNESSEE, INC.

By: _____
Vice President

ATTEST:

Assistant Secretary

General Fund
Budget Amendments
10/26/82

<u>Acct. #</u>		<u>Dr.</u>	<u>Cr.</u>
110-27100	Fund Balance	\$1,507.28	
110-41420-282	Office Manager's Salary		\$800.00
110-41420-384	Clerk's Salary (Election Commission)		\$707.28

This budget amendment was approved by Budget Committee
10/26/82.

CHAPTER II
Budget 83-01

<u>Acct. #</u>		<u>Dr.</u>	<u>Cr.</u>
175-133.12	Chapter II 83-01	\$29,337.00	
175-2243	Library Books		\$9,850.32
175-2244	Other Instructional Materials		\$10,028.68
175-3273.1	Instructional Equipment		\$9,222.00
175-3920	Indirect Cost		\$236.00

To set up Chapter II Budget 83-01

LOUDON COUNTY SCHOOLS
EHA-PART B
AMENDMENT NO. 1
October 19, 1982

	DEBIT	CREDIT
177-133.9 EHA-Part B	6,000.00	
177-3673.1 Equipment - Am.		6,000.00

Eq Exhibit B

LOUDON COUNTY HIGHWAY DEPARTMENT

BOX 323

PHONE 458-2617

LOUDON, TENNESSEE 37774

October 25, 1982

Transfer \$3,500.00 from Account No. 142 43120 383 (Laborer's Salaries)
to Account No. 142 43120 654 (Salt and Ice)

Transfer \$1,500.00 from Account No. 142 43120 383 (Laborer's Salaries)
to account No. 142 43120 794 (Sand)

Transfer \$1,500.00 from Account No. 142 43120 800 (Cold Mix Asphalt)
to Account No. 142 43120 807 (Road Signs)

Transfer \$1,000.00 from Account No. 142 43120 799 (Hot Mix Asphalt)
to Account No. 142 43150 709 (Other Operating Supplies and Materials)

Transfer \$6,500.00 from Account No. 142 43120 795 (Crushed Stone)
to Account No. 142 43150 465 (Repairs and Maintenance)

Transfer \$6,500.00 from Account No. 142 43120 487 (Equipment Rentals)
to Account No. 142 43150 465 (Repairs and Maintenance)



Don Palmer
Road Supervisor

LOUDON COUNTY BOARD OF EDUCATION

A. EDWARD HEADLEE, SUPERINTENDENT

P.O. DRAWER D

LOUDON, TENNESSEE 37774

PHONE 615 458-5411

BOARD OF EDUCATION

Gary K. Kimsey, Chairman

Cecil H. Simpson, Vice Chairman

Felix R. Daniels

John M. Hutton

John A. Roberts

Paul H. Rogers

Charles M. Giles

Freddie E. Walker

Blanche J. Watkins

TO: All Commission Budget Committee Members

FROM: Superintendent Edward Headlee *AE*

RE: Budget Amendments - October 26, 1982

I request the following budget amendments be approved for the General Purpose School Fund:

ACCT NO.	ITEM	INCREASE	DECREASE
97-1 121.91	Fund Balance <i>St. Income Tax</i>		33,000.00
121.95	Local Sales Tax		18,695.00
3272.4	Renovation of Buildings	47,195.00	
3272.1	Professional Services/Bldgs	4,500.00	
	TOTAL AMOUNT	51,695.00	51,695.00

209



East Tennessee Region
P.O. Box 1069
1114 West Clinch Ave.
Knoxville, Tennessee 37901

615-522-2185

Local Planning Division

Tennessee State Planning Office

M E M O R A N D U M

TO: County Executive Ross Wilkerson and Members of the
Loudon County Commission

FROM: Patrick Phillips

DATE: November 1, 1982

SUBJECT: General Report

The Loudon County Regional Planning Commission met on
October 21, 1982, to consider and recommend the following:

- 1) Recommended the rezoning of property on Highway 11 from R-1,
Suburban Residential to C-2, General Commercial, Map 29-J,
Parcel 35 - Steve Cook.
- 2) Reviewed and approved the final plat for Miles Landing Sub-
division on Trigon Road, Map 92, Parcel 24.
- 3) Discussed the charging of fees for rezonings and variances.
- 4) Commission amended the By-laws changing the monthly meeting
date to the second Thursday of each month.

mb

Exhibit C

210

DOYLE ARP

ASSESSOR OF PROPERTY - LOUDON COUNTY

P. O. BOX 283 - LOUDON, TN. 37774

Phone (615) 458-2050

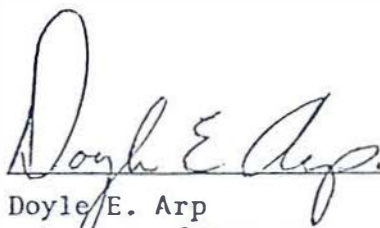
October 28, 1982

<u>TAXPAYER</u>	<u>1982 ASSESSMENT</u>	<u>1982 TAXES</u>
Union Carbide Corporation	\$ 1,650,612.00	\$113,117.64
General Electric ..	3,736,983.00	81,977.09
Maremont Corporation*	151,674.00	45,435.42
Second Gray Harpeth	694,724.00	44,112.30
Ralston-Purina	542,048.00	37,290.29
Scovill	481,784.00	28,569.79
Lenoir City Plaza	471,830.00	27,979.52
Greenback Industries, Inc.	299,898.00	20,247.50
McGhee Square Ltd.	275,854.00	16,358.14
Premier Rubber	263,448.00	15,622.47

*Pays in-lieu-of taxes

A. E. Staley	\$10,970,000	\$355,000.00
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To the best of my knowledge the above are the ten (10) highest assessed properties in Loudon County.


Doyle E. Arp
Assessor of Property

PUBLIC UTILITIES

South Central Bell	\$ 2,106,727	\$158,271.13
Southern Railway	457,530	41,020.17

Exp. Public D

311