

Be it remembered that the Loudon County Legislative Body met in a Call Session on June 21, 1993 at 7:00 P.M. with the Chairman J.J. Blair presiding and County Clerk, Riley D. Wampler were present whereupon Sheriff Guider, Opened Court, Led the Pledge of Allegiance to the Flag and gave the Invocation.

The following Commissioners were Present:

Bledsoe	Park	Price
Blair	Williams	Maples
Millsaps	Twiggs	

Commissioner Masingo was absent.

The following Resolutions were introduced by Mr. Joe Ayers:

RESOLUTION
AUTHORIZING
THE ISSUANCE
OF (\$1,250,000)
GENERAL
OBLIGATION
IMPROVEMENT
BONDS OF
LOUDON
COUNTY, TN.
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Twiggs that an Initial Resolution Authorizing the Issuance of Not To Exceed One Million Dollars (\$1,250,000) General Obligation Improvement Bonds of Loudon County Tennessee be approved. On Roll Call the vote was unanimous (8) with Commissioner Masingo being absent. The Resolution is attached hereto as Resolution No. 35-93 Exhibit F.

RESOLUTION
AUTHORIZING
ISSUANCE OF
GENERAL
OBLIGATION
REFUNDING &
IMPROVEMENT
BONDS SERIES
1993
(\$6,330,000)
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Twiggs that a Resolution Authorizing the Issuance of General Obligation Refunding and Improvement Bonds, Series 1993 in the Aggregate Principal amount of not to exceed six million, three hundred, thirty thousand dollars (\$6,330,000) of Loudon County, Tennessee; making provisions for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of tax for the payment of principal of premium, if any and interest of the bonds. On Roll Call, the vote was unanimous and it is attached hereto as Resolution No. 36-93 Exhibit B. Commissioner Masingo was absent.

RESOLUTION
AUTHORIZING
ISSUANCE OF
RURAL SCHOOL
REFUNDING &
IMPROVEMENT
BONDS SERIES
1993
(\$3,670,000)
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Twiggs that a Resolution Authorizing the Issuance of Rural School Refunding and Improvement Bonds, Series 1993, in the aggregate principal amount of not to exceed three million, six hundred, seventy thousand dollars (3,670,000) of Loudon County, Tennessee, making provisions for the Issuance Sale and payment of said bonds: establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of tax for the payment of principal of premium, if any, and interest of the bonds. On Roll Call, the vote was unanimous and it is attached hereto as Resolution No. 37-93 Exhibit C. Commissioner Masingo was absent.

RESOLUTION
AUTHORIZING
ISSUANCE OF
(\$1,385,000)
AGGREGATE
PRINCIPAL
AMOUNT OF
INDUSTRIAL
PARK REVENUE
AND TAX
REFUNDING
BONDS
SERIES 1993
APPROVED

It was moved by Commissioner Millsaps and seconded by Commissioner Twiggs that a Resolution Authorizing the Issuance of Not To Exceed One Million, Three Hundred, Eighty-five Thousand Dollars (\$1,385,000) in Aggregate Principal Amount of Industrial Park Revenue and Tax Refunding Bonds, Series 1993 (Taxable) of Loudon County, Tennessee; making provisions for the Issuance, Sale and Payment of said Bonds; Establishing the terms thereof; and providing for the Levy of Tax for the Payment of Principal of Premium, if any, and Interest on the Bonds. On Roll Call, the vote was unanimous (8) and it is attached hereto as Resolution No. 38-93 Exhibit D.
Commissioner Masingo was absent.

ALL CLOSING
ENTRIES FOR
THE FISCAL
YEAR ENDING
JUNE 30, 1993
APPROVED

It was moved by Commissioner Bledsoe and seconded by Commissioner Bledsoe and seconded by Commissioner Twiggs that the 92-93 Budget for all funds, including Audit Adjustments, Budget Amendments and adjusting and Closing entries for the fiscal year ending June 30, 1993 be approved. The vote was unanimous.

RESOLUTION
PROVIDING
EXPENDITURE
OF FUNDS BY
VARIOUS
DEPT'S OF
LOUDON COUNTY
UNTIL THE
VARIOUS
BUDGETS ARE
APPROVED
BEGINNING
JULY 1, 1993
ENDING
JUNE 30, 1994

It was moved by Commissioner Bledsoe and seconded by Commissioner Twiggs that a Resolution providing for the Expenditure of Funds by the Various Departments, Institutions, Officers and Agencies of Loudon County, Tennessee until the various budgets are approved for the fiscal year beginning July 1, 1993, and ending June 30, 1994. The vote was unanimous and it is attached hereto as Resolution No. 39-93 Exhibit E.

RESOLUTION
AUTHORIZING
APPLICATION
FOR LITTER &
TRASH
COLLECTING
GRANT
APPROVED
DISCUSSION
OF (E-911)

It was moved by Commissioner Williams and seconded by Commissioner Bledsoe that a Resolution Authorizing the Application For a Litter and Trash Collecting Grant and Execution of Contracts of Other Necessary Documents be approved. The vote was unanimous and it is attached hereto as Resolution No. 40-93 Exhibit F.

Concerning (E-911), Commissioner Price stated that information had been sent out to the Commissioners some time ago concerning the matter, and is adding the information again for all:

It is the Policy of the Loudon County Emergency Communications District (E-911) to request that all proposed road name designations and changes be submitted to E-911 so that any conflicts or inconsistencies in names can be determined and resolved. At that time, E-911 makes a recommendation to the appropriate Planning Commission. The Planning Commission would then make their own recommendation to the County Court which then acts upon that recommendation.

E-911 is not in the business of making road name changes. Some names have to be changed, and those were recommended by E-911, due to name conflicts and inconsistencies. The Planning Commission and County Court, along with the various municipalities, have been very supportive of our goals and mission and to date, have accepted our recommendations. While there will always be those citizens who want the name of a road changed for personal reasons (i.e. tradition or aesthetics) it is our position that a road name should be changed only when it is in the best interests of the community at large. Quick emergency response is served best for the community when such changes are kept to a minimum and only when absolutely necessary.

County Executive, George Miller reported that the National Guard Armory bids would be let July 21, 1993.

There being no further Business, Court adjourned at 7:40 P.M.

County Executive

County Clerk

RESOLUTION PROVIDING FOR THE EXPENDITURE OF FUNDS BY THE VARIOUS DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF LOUDON COUNTY, TENNESSEE UNTIL THE VARIOUS BUDGETS ARE APPROVED FOR THE FISCAL YEAR BEGINNING JULY 1, 1993, AND ENDING JUNE 30, 1994.

SECTION 1. BE IT RESOLVED, by the Board of County Commissioners of Loudon County, Tennessee, assembled in special session on this 21st day of June 1993, that the various departments, institutions offices, and agencies are hereby authorized to expend funds for the fiscal year 1993-1994, but not to exceed one fourth (1/4) of said previous year's budget or until the 1993-1994 fiscal year's budget is adopted by said Board of County Commissioners.

SECTION 2. BE IT RESOLVED, that expenditures mandated by the State or rules and regulations adopted by the State shall be incorporated into the continuing budget authority.

SECTION 3. BE IT FURTHER RESOLVED, that no local funds shall be expended or obligated which exceed the previous year's budget appropriation until a new budget is adopted.

SECTION 4. BE IT FURTHER RESOLVED, that the same tax levy will continue until such time when a budget and tax levy is adopted for the fiscal year 1993-1994.

SECTION 5. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 1993. This resolution shall be spread upon minutes of the Board of County Commissioners and a copy sent to each department by the County Clerk.

DATED THIS _____ day of June 1993

APPROVED: County Executive

ATTEST: County Clerk

Eschbach E.

RESOLUTION NO. 40-93

RESOLUTION AUTHORIZING THE APPLICATION FOR A
LITTER AND TRASH COLLECTING GRANT AND EXECUTION
OF CONTRACTS OR OTHER NECESSARY DOCUMENTS

Resolution authorizing submission of an application for a Litter and
Trash Collecting Grant from the Tennessee Department of Transportation
and authorizing the acceptance of the said Grant.

WHEREAS, the County of Loudon intends to apply for the aforementioned
grant, from the Tennessee Department of Transportation; and

WHEREAS, the contract for the grant will impose certain legal
obligations upon the County of Loudon.

NOW, THEREFORE, BE IT RESOLVED:

1. That George M. Miller, County Executive, is authorized to apply on behalf
of Loudon County, for a litter and trash collecting grant from the
Tennessee Department of Transportation.
2. That should application be approved by the Tennessee Department of
Transportation, then George M. Miller, County Executive, is authorized
to execute contracts or other necessary documents, which may be required
to signify acceptance of the litter and trash collecting grant by Loudon
County.

County Executive

ATTEST:

Court Clerk

DATE: _____

Exhibit

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Project No. 53-500-4061-04

CONTRACT

BETWEEN

THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND
LOUDON COUNTY

THIS CONTRACT is made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the "Department", and Loudon County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Section 41-2-123, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash along county, state and interstate roads and highways; and

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Sections 57-5-201 and 67-4-402, proportions of the privilege taxes imposed by said sections are allocated to the highway fund for the purpose of funding programs for the prevention and collection of litter and trash and matters related thereto; and

WHEREAS, the County has submitted an application to the Department for the purpose of obtaining program funds for the prevention of the accumulation of litter and depositing of trash

and the collection of litter and trash along county, state, interstate roads and highways as described in said application, and

WHEREAS, said application has been approved by the Commissioner, and the parties want to enter into an agreement to provide the terms and conditions to govern the expenditure of program funds.

NOW, THEREFORE, in consideration of the premises, the parties agree that their respective obligations for administering the program for the prevention of the accumulation of litter and depositing of trash along county, state and interstate roads and highways and the collection of litter and trash from said roads and highways shall be as follows:

1. The County agrees that it will undertake its program for the prevention of the accumulation of litter and depositing of trash, and collection of litter and trash as contained in its application, attached hereto as "Exhibit A", and in accordance with its budget, attached hereto as "Exhibit B", which exhibits are hereby incorporated herein by reference.

2. The County agrees not to employ any elected official in carrying out the program.

3. The County agrees that not more than ten percent (10%) of the funds provided for herein shall be expended for the purpose of advertising or promoting the program, and no part of such funds shall be used to purchase supplies, materials, or equipment displaying the name or likeness of the administrator of

the program, or of any other individual.

4. It is understood by the County that if accomplishment of the program includes use of labor by prisoners, it will use those sentenced to the county workhouse. The County may require such labor pursuant to the provisions of T.C.A., Section 41-2-149.

5. It is understood by the County that the maximum amount of compensation subject to being paid to the County as reimbursement shall not exceed the sum of \$24,903.00.

6. The term of this Contract shall be from date of execution to June 30, 1994.

7. The County agrees to provide monthly invoices reflecting actual costs incurred subject to the cost limitation set forth in Provision No. 5. The monthly invoice shall set forth in detail the amount expended pursuant to the budget, be supported by receipted bills and payroll time sheets, contain a notarized statement relating to accuracy, be accompanied by a progress report describing accomplishments and problems encountered during the month and work anticipated during the subsequent month, and be submitted in triplicate to the Department's Highway Beautification Office, Suite 400, James K. Polk Building, Nashville, TN 37243-0333, within ten (10) days following the end of each month.

8. The Department agrees to honor all invoices for reimbursement of costs provided the County is complying with its obligations provided for in "Exhibit A". The Department will pay actual operating costs for any vehicles and other mobile equipment used in accomplishing program work, but not to exceed

the amounts set forth in the Rental Rate Blue Book for Construction Equipment.

9. The County agrees to comply with applicable requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways.

10. The County agrees to require persons working on or adjacent to the highway right-of-way to wear safety colored vests.

11. The County agrees to use competitive bidding procedures in the procurement of goods, materials, supplies, equipment or services.

12. The County agrees to be responsible for the accountability, management, and inventory of all property acquired in whole or in part with funds provided hereunder.

13. The performance and effectiveness of the County in accomplishing the work shall be subject to quarterly review by Department officials.

14. If the County fails to fulfill in a timely and proper manner its obligations under this Contract, or if the County shall violate any of its terms, the Department shall have the right to immediately terminate this Contract and shall have no further obligation for payment in excess of fair reimbursement as compensation for work completed.

15. This Contract may be modified only by written amendment executed by all parties hereto.

16. No person on the ground of handicap, race, color, religion, sex or natural origin, will be excluded from

participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of the County. The County agrees, upon request, to show proof of such nondiscrimination, and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

17. This Contract may be terminated by either party, without cause being assigned, by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event the County shall be entitled to receive fair reimbursement as compensation for any satisfactory authorized work completed as of the termination date.

18. The County agrees to maintain documentation for all charges against the Department under this Contract. The books, records and documents of the County related to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

19. This Contract is in implementation of T.C.A., Section 41-2-123(c) to fund the County's program for the collection of litter and trash along county, state and interstate roads and

highways and for no other purpose. The County understands that it shall have full control of and liability for all work activities provided for as an independent contractor and not as an agent of the Department

20. The County agrees not to assign or sublet any interest in this Contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this the _____ day of _____, 1993.

LOUDON COUNTY

BY: _____

TITLE: _____

Certified as the legal obligation of the County.

BY: _____
County Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Carl Johnson
Commissioner

APPROVED

BY: 
Henry A. Buckner, Jr.
Department Attorney