

APRIL 8, 1974

BE IT REMEMBERED that the Quarterly County Court of Loudon County met on April 8, 1974, at 7:00 P. M. in an adjourned session with the Honorable Harvey L. Sproul, County Judge, presiding and with Mrs. Addie Ruth Clarke, Deputy Clerk of said Court present; Whereupon Sheriff Russell opened Court and led the Pledge of Allegiance to the Flag.

Squires present were:

ROLL CALL

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

Squires Absent:

Roy Bledsoe

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COUNTY JUDGE'S REPORT

Judge Sproul announced that this was an adjourned session as set by the Quarterly Court at its regular meeting on April 1, 1974, to consider the business on the Agenda not taken up at that meeting.

VETERANS' MEMORIAL REPORT

Judge Sproul reported that he had with the authority of the Quarterly Court signed a contract with the Memorial Service Company, Inc. for the construction of the Veterans' Memorial, with the total price, not including the plaques that go on the sides of the pedestal, at \$21,300.00. Improvements to the base itself would cost \$1800 with the Company to be responsible for making sure that the base was adequate. There is not a time limit in the contract for delivery because the Italian Company would not agree to a specific delivery date at the price quoted, but it would have to be a "reasonable" time and from previous experience could be expected to be installed within six to eight months

REVENUE SHARING CHECK RECEIVED

Judge Sproul further reported that the County had received this date its third quarter payment for the fourth entitlement period from General Revenue Sharing in the amount of \$37,447, but that the fourth quarter check should include an increased amount that had been awarded Loudon County upon the County Judge's appeal which had been allowed.

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NEW CLASSROOMS NEEDED

Superintendent Albert Dukes reported that there was a great need for two additional classrooms at Philadelphia, and a kindergarten at Greenback, and that the special State Kindergarten capital outlay money would take care of the problem at Greenback, but that the School Board expected to make a request for approximately \$14,000 of General Revenue Sharing money for the construction of the Philadelphia classrooms, and that the School Board would be coming in with a comprehensive request and a plan of construction for the future needs of the Loudon County capital outlay needs.

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SUGAR LIMB CONNECTING  
ROAD -- APPRAISAL OF  
COUNTY LAND BY STATE

Judge Sproul explained that he had been contacted by the appraisers for the State Highway Department toward the purchase of the property owned by the County at the Justice Center site necessary for the right-of-way for the connecting road which is near the new intersection with U. S. 11. Part of the property is already owned by the County, and part of it is involved in a condemnation lawsuit and for which the County does not have title at the present time but only has the right of possession. He stated that it has been appraised in two tracts, one being 1.87 acres for which the State was offering \$5650, and another tract in the amount of acres which has been appraised for \$ . Judge Sproul further pointed out that inasmuch as the County was involved in the lawsuit for which a jury would be setting the valuation of the property, that the State Highway Department which could be much higher or much lower than what the jury might set the value of the property. It was moved by Squire Hartsook, seconded by Squire Conner, and unanimously approved by all Squires present on a roll-call vote that the County postpone setting a price on the property needed for the Sugar Limb Connector right-of-way until after the condemnation suit with Thomas Henry was settled.

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COUNTY JUSTICE CENTER  
\$200,000 IN CAPITAL  
OUTLAY NOTES AUTH.

Judge Sproul explained that the County had a requisition from the Justice Center Contractor, Vickers Construction Company for approximately \$73,000 but did not have enough money to pay this inasmuch as the County's requisition from the Tennessee Law Enforcement Planning Agency for its first contributing payment had not come back from Nashville as yet. He suggested that possibly the best thing to do would be to go ahead and borrow \$200,000 on Capital Outlay Notes on a three-year basis inasmuch as the money would be needed by the end of the summer anyhow, that the excess could be reinvested at the present time until needed (which would depend upon when the money would be received back from TLEPA), and in the meantime, the Quarterly Court could decide whether or not it wanted to attempt to pay off the County's share of the Justice Center construction cost within a three-year period, or whether it would feel the necessity to sell bonds on possibly a ten-year basis and spread the cost.

It then was moved by Squire Hartsook, seconded by Squire Conner, and unanimously approved on a roll-call vote, with the exception of Squire Duckworth's voting no, that Resolution No. 11-74, attached to these minutes as Exhibit A, be approved, the caption of said Resolution being as follows:

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SHERIFF'S PATROL CARS  
POLICY SET THAT ALL  
AUTOS BE PURCHASED BY  
COUNTY

Squire Hamilton gave the Purchasing Committee report. Purchasing Agent Jenkins reported that the Purchasing Committee had considered certain improvements and had recommendations for consideration by the Quarterly Court, the first of which was the recommendation that all patrol vehicles for the Sheriff's Department, including the Sheriff's vehicle be purchased and owned by the County, but that this policy not go into effect until the present Sheriff's term of office terminated on August 31, 1974 there having been an understanding or agreement with Sheriff Russell as to his being able to use his own vehicle. Judge Sproul reported that the County's method of paying set monthly allowances for expense money rather than to have an itemized accounting had come under criticism by the auditors on several occasions. Further it was pointed out that if a change is to be made it should be done so that candidates for the office of Sheriff would understand what the situation would be. It was moved by Squire Hamilton, seconded by Squire Blair, and unanimously approved on a roll-call vote by all Squires present that the recommendations of the Purchasing Committee concerning the purchasing of all vehicles in the Sheriff's Department, including the purchase of a vehicle for the incoming Sheriff on September 1, 1974, be adopted as a policy for the County.

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JAIL -- CATERING  
OF MEALS INVESTIGATED

It was also reported that the Purchasing Committee was checking into the feasibility of catering meals at the new jail at the County Justice Center and that he was in the process of checking prices to determine whether or not it would be more economical to handle the matter this way.

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HOSPITAL REPORT

Squire Conner reported concerning the Hospital Board meeting, and that the financial picture continued to be rather grim from the standpoint that the Hospital lost approximately \$2,000 in February, with the net amount for the year being approximately \$34,000. He reported that this loss had been budgeted and expected when the budget had been approved, that part of the problem was a lower occupancy rate, and inflationary price increases without the attendant authority to raise prices because of the Federal Price Guideline limitations. He further reported that the seven-day-a-week emergency room coverage continued to do very well and complaints concerning lack of emergency room coverage had virtually ceased.

AMBULANCE REPORT

In reference to the ambulance report, he reported that for the month of February receipts were \$2495.40, expenses were \$ , that the total loss for the month was \$4,006.32, that there were 99 ambulance calls, and that the total deficit to date was \$50,071.81.

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PHYSICIAN SEARCH

Squire Hartsook, Chairman of the Hospital-Physician Coordinating Committee, reported that he continued to be in contact with two or three doctors who were possibly interested in considering establishing practice in Loudon County, and he would hope to have further report later. It was also reported that several persons from the County had attended a Physicians' Career Opportunities meeting in Chicago where doctors from all over the country who were interested in relocating had attended, and that there were approximately 10 contacts made that might be of future interest, with possibly five of those having some possibility of visiting to discuss Loudon County as a possibility of a new location.

BUDGET AMENDMENTS  
APPROVED

It was moved by Squire Conner, seconded by Squire Hudson, and unanimously approved by all Squires present on a roll-call vote that the budget amendments, attached to these minutes as Exhibit 13, be approved.

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EDUCATION TENTATIVE  
BUDGET RECEIVED

It was moved by Squire Conner, seconded by Squire Blair, and unanimously approved on a roll-call vote that the tentative budget for the Department of Education be received for consideration and filed as a part of the minutes of the Court, said Budget being attached to these minutes as Exhibit C.

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FT. LOUDOUN INDUST.  
PARK LAND PRICES SET

It was reported that the joint Fort Loudoun Industrial Park Committee had recommended (and that the Lenoir City Council had approved) as a temporary measure that the price of \$3,000 per acre be set for one particular industry (up to 30 acre which had been previously offered, that a second industry had already been given a price of \$3500 per acre for 50 acres or more, <sup>and</sup> with those exceptions, that from this time on that the set price of \$4,000 per acre be quoted to any industry until a more specific investigation and recommendation could be made by the Committee. It was moved by Squire Hartsook, seconded by Squire Willians, and unanimously approved by all Squires present on a roll-call vote that the recommendation be accepted.

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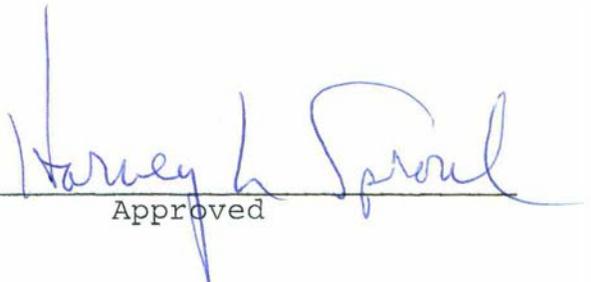
COURT HOUSE - NEW WATER  
LINE AUTHORIZED

It was explained that the water line supplying the jail also supplies the Court House and is all on the same meter, and further that the line has been there so long it is dilapidated and is springing leaks. Purchasing Agent Jenkins recommended that a new water line come from the main line near Dr. Blair Harrison's office and come directly to the Court House, particularly in view of the situation where the old jail is going to be torn down, further stating that it is an emergency situation inasmuch as the line must be fixed immediately. It was moved by Squire Hudson, seconded by Squire Hartsook, and unanimously approved by all Squires present on a roll-call vote that the water line be authorized to be built from Dr. Blair Harrison's office and that the money for the project be taken from the Court House Renovation Fund.

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It was moved by Squire Blair, seconded by Squire Hartsook, and unanimously approved that on a roll-call vote that the meeting adjourn at 8:45 P. M.

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Approved

11-74

RESOLUTION AUTHORIZING THE ISSUANCE OF \$200,000 CAPITAL OUTLAY NOTES OF LOUDON COUNTY, TENNESSEE, PROVIDING THE DETAILS THEREOF AND AUTHORIZING THE SALE THEREOF.

WHEREAS, it has been determined by this Quarterly County Court that it is necessary and desirable to construct a building to provide proper facilities for law enforcement, criminal justice, and Civil Defense activities in Loudon County; and

WHEREAS, Tennessee counties are authorized by Section 5-1031 of the Tennessee Code Annotated to issue notes, for a period not to exceed three years from the date of issuance, for the purposes of constructing County buildings upon the approval of said issuance of notes by the State Director of Local Finance; and

WHEREAS, it appears advantageous to Loudon County at this particular time to issue Capital Outlay Notes to pay for its share of the construction cost of said building, rather than to issue bonds; and

WHEREAS, Loudon County has no funds available in its treasury for said purposes, but authority exists under the provisions of Sections 5-1031 to 5-1038 of the Tennessee Code Annotated, as amended, for the issuance and sale of notes to provide the necessary funds therefor:

NOW, THEREFORE, BE IT RESOLVED by the Quarterly County Court of Loudon County, Tennessee, as follows:

Section 1. For the purpose of providing funds for Loudon County's matching share of the cost of the construction of the Loudon County Justice Center, pursuant to authority granted by Section 5-1031 of the Tennessee Code Annotated, as amended, there shall be issued the negotiable coupon notes of said County in the principal total amount of \$200,000. Said notes shall be designated "Capital Outlay Notes", shall be dated April 15, 1974, or from the date the notes are executed, shall be in the denomination of \$66,666.66 each, and shall be numbered serially beginning with the number 1. Said notes shall bear interest from the date thereof until paid at a rate not exceeding 6 per cent per annum, to be determined at the time of sale thereof, payable in one, two, and three years respectively. Both principal and interest on said notes shall be payable in lawful money of the United States of America, at \_\_\_\_\_

G. R. R. A.

Section 2. Said notes shall be signed by the County Judge, countersigned by the County Court Clerk, and sealed with the official seal of the County.

Section 3. Said notes shall be in substantially the following form, the omissions to be approximately completed when the notes are printed:

(FORM OF NOTE)

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF LOUDON

CAPITAL OUTLAY NOTE

Number \_\_\_\_\_

\$66,666.66

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 hereby promises to pay, to bearer the sum of Sixty-six thousand six hundred sixty-six dollars and sixty-seven cents on the first day of \_\_\_\_\_, with interest at the rate of \_\_\_\_\_ per cent ( \_\_\_\_\_ %) per annum from the date hereof until the principal amount shall have been fully paid, such interest being payable annually. Both principal hereof and interest hereon are payable in lawful money of the United States of America at

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For the prompt payment of this note, both principal and interest at maturity, and for the levy and collection of sufficient taxes for that purpose, the full faith, credit and resources of said County of Loudon are irrevocably pledged.

This note is one of an issue of notes of like date aggregating \$200,000, issued under authority of, and in full compliance with, the Constitution and Statutes of Tennessee, including Section 5-1031 of the Tennessee Code Annotated, as amended, and under authority of a resolution duly adopted by the Quarterly County Court of said County on April 8, 1974, for the purpose of providing funds for the construction of the Loudon County Justice Center. It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed, precedent to and in the issuance of this note in order to make this note a legal, valid and binding obligation of

Loudon County have been done, exist and be performed in regular and due time, form and manner as required by law, and that this note and the issue of which it is a part does not exceed any constitutional or statutory limitation.

Section 5-1039 provides that neither the principal nor the interest of Tax Anticipation Notes issued pursuant to the provisions of Sections 5-1031 to 5-1039, inclusive, of the Tennessee Code Annotated, as amended, shall be taxed by the State of Tennessee or by any county or municipality therein.

IN WITNESS WHEREOF, the County of Loudon, by its Quarterly County Court, has caused this note to be signed by its County Judge, countersigned by its County Court Clerk and sealed with the official seal of the County, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
County Judge

Countersigned:

\_\_\_\_\_  
County Court Clerk

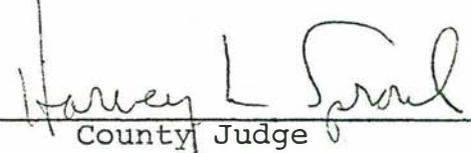
Section 4. For the purpose of providing funds with which to pay interest accruing on said notes and the principal thereof at maturity, there shall be levied upon all taxable property in said Loudon County, in addition to all other taxes, a direct annual tax for each of the years while said note is outstanding, in amounts sufficient for that purpose. Principal or interest coming due at any time when there shall be insufficient funds on hand to pay the same shall be promptly paid when due from the general fund or other available funds of said Loudon County, and reimbursement shall be made to such fund or funds in the amount of the sums thus advanced when taxes provided for that purpose shall have been collected.

Section 5. Said notes shall be sold by the County Judge for not less than par and accrued interest, if any, to date of delivery. The action of the County Judge in consummating such sale and fixing the interest rate shall be conclusive and no further action shall be necessary on the part of this Court.

Section 6. The proceeds of said notes shall be turned over to the County Trustee of Loudon County and shall be paid out for the purposes and distributed in the manner required by law and this resolution.

Section 7. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists, and this resolution shall become effective immediately upon its passage.

PASSED and approved this 8th day of April, 1974.

  
County Judge

Attest:

  
County Court Clerk