

April 21, 1975

MONDAY MORNING, APRIL 21, 1975

BE IT REMEMBERED, That an Adjourned Session of Sullivan County Court of Blountville, Tennessee met in Session this Monday Morning, April 21, 1975, was present and presiding The Honorable Lon V. Boyd, County Judge and Marjorie S. Harr, Clerk of said Court, and John H. Bishop, County Sheriff of said County and a full quorum of Justices of said County, to-wit:

JUSTICES PRESENT AND ANSWERING ROLL CALL:

Akard, Allen, Arrington, Barnes, Barr, Boys, Carmack Carrier, Clarence Carrier, Childress, Clark, Durham, Ferguson, Fleenor, Gates, Gentry, Gillenwater, Greene, Hall, Harr, Hendricks, Henry, Hess, Hicken, Hulse, Icenhour, Jaynes, Keener, King, Mahaffey, Mason, McNeil, Montgomery, Morrell, Myers, Newland, Phillips, Poe, Reed, Roller, Sine, Taft, Torbett, Turner, Wassom, Whited, Woods, and Zimmerman.

*Res. 101 & 102
Rules waived
Show of hands*

#14

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN _____ SESSION MET THIS THE 11TH DAY OF MARCH, 1975

RESOLUTION RE: Members to be Appointed to the Tri-City Area Industrial Commission

WHEREAS, Sullivan County, Tennessee has merged its existing Sullivan County Industrial Development Agency with the Bristol Tennessee-Virginia Industrial Commission and the new organization will be called the Tri-City Area Industrial Commission, and

WHEREAS, the By-laws of the Tri-City Area Industrial Commission calls for three (3) members of said Commission to be appointed from the Sullivan County Quarterly Court; and

WHEREAS, the By-laws of the Tri-City Area Industrial Commission calls for three (3) members of said Commission to be Sullivan County residents not members of Sullivan County Quarterly Court, but to be appointed by said Court; and

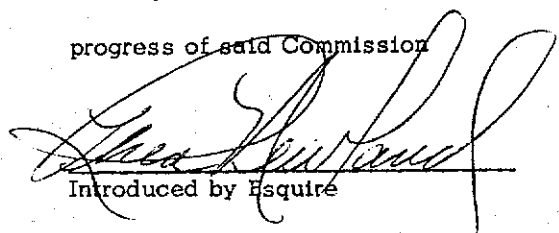
WHEREAS, the Sullivan County Industrial ~~Development Agency~~ ^{Committee} in meeting on Monday March 10, 1975, voted unanimously to recommend the following people to serve on the Tri-City Area Industrial Commission for three (3) year terms, non-Court members - - -

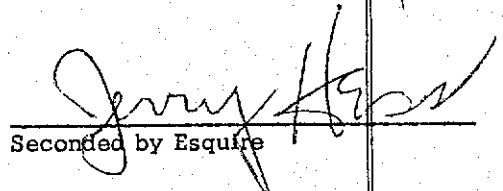
- Lewis Milhorn
- James L. Simmons
- Charlie Worley

Sullivan County Quarterly Court Members to serve for the remaining term of their respective term of Court:

- E. Rhea Newland
- Charles McNeil
- Charles G. Hess.

NOW, THEREFORE, BE IT RESOLVED THAT these members constitute Sullivan County's Membership on the Tri-City Area Industrial Commission and will report to the Quarterly Court at its regular and called meetings action and progress of said Commission


Introduced by Esquire


Seconded by Esquire

April 21, 1975

407

NO. 1A

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21st DAY OF APRIL, 19 75

RESOLUTION IN RE: Election of Purchasing

Agent

BE IT RESOLVED THAT

whereas the Sullivan County Code Section 8-1-31 paragraph (b) relative to the office of County Purchasing Agent, stipulates that the term of said office shall be a period of two years and shall be filled by the Quarterly County Court at its April term every two years and whereas the current term of office expires on this the 21st day of April 1975.

Be it further resolved that whereas Raymond W. Winters, Jr. had duly filled this office since being elected by the Quarterly County Court to fill out the unexpired term of his predecessor and has performed in an effective and professionally manner.

Be it further resolved that Raymond W. Winters, Jr. be re-elected to the office of Sullivan County Purchasing Agent and shall hold said office until the April term of Quarterly County Court 1977.

INTRODUCED BY ESQ. [Signature] ESTIMATED COST: _____

SECONDED BY ESQ. [Signature] PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL ^{Aye} Received and ^{Nay} Adopted by a Roll Call Vote

VOICE VOTE _____ County Court Clerk

BY: _____

COMMITTEE ACTION: APPROVED: DISAPPROVED:

FISCAL AGENT: _____

#2

NOTARY PUBLIC APPLICATIONS APPROVED AT THE
APRIL 21, 1975 TERM OF COURT

| | | |
|----------------------|-------------------------|------------------------|
| Mavis G. Fleming | May D. Barrett | J. E. Toohy |
| Frank L. Slaughter | Ernest C. Denny | Gerald W. Begley |
| Lorraine B. Evans | Nell D. Witherspoon | Nelle Parrish Travis |
| Virginia Nell Wright | Frank Allen Burnette | R. Earl Jones |
| Preston G. Almaroad | Gary Earl Cross | Gary Earl Cross |
| Rebecca Lee Osborne | Nora L. Hurley | George A. Jeter |
| Curtis Nelson Jones | Edgar P. Calhoun | Maxine B. Tittle |
| Iva Dell Whiteman | Patricia Joyce Stallard | Lloyd J. Lusk |
| Shirley H. Lindamood | Don Ray Jennings | Helen Carol Privette |
| Alvin E. Church | Orville D. Light | Sharon H. Jones |
| Margaret H. Turnball | Mrs. Ethel M. Rodefer | Mrs. Charlotte E. Mart |

NOTARIES APPROVED SUBJECT TO THE APPROVAL OF
THE CREDIT CHECK AND EXECUTIVE COMMITTEE

| | | |
|---------------------------|---------------------|-------------------|
| Dorothy Horton | James O. Cook, Jr. | Lana M. Adcock |
| Sharon Jean Stuffle | Thomas L. West | Judy Carol Bandy |
| Margaret M. Price | Charles B. Williams | J. Paul Johnson |
| Shelby Jean Hensley | Barbara A. Hamblen | Debbie L. Collier |
| Thomas Lamont West | Patricia M. Jordan | Pamela Sue Hyatt |
| Robert Grant Hyatt | Bobby E. Hutson | Johnny Wiles |
| <i>Dorothy C. Anthony</i> | Charma D. Powell | |
| <i>Elle Jean Houser</i> | | |
| <i>Robert D. Miller</i> | | |
| <i>John Gillenwater</i> | | |
| <i>Jos. M. Morrell</i> | | |

April 21, 1975

QUARTERLY REPORT I County Judge Lon V. Boyd,
 OF I submitted his report for the
 LON V. BOYD, COUNTY JUDGE I period ending March 31,
 I 1975 which report was re-
 ceived and adopted by a Voice Vote of the Court and is filed
 with the Clerk of the Court as a matter of record.

-----oooooooooooo-----
 Quarterly Report I Accounts and Budget Director
 of I C. Edwin Williams submitted
 C. Edwin Williams, I his report for the period
 Budget I ending March 31, 1975 ,

which report was received and adopted by a Voice Vote of
 the Court and is filed with the Clerk of the Court as
 a matter of record.

-----oooooooo-----
 QUARTERLY REPORT I Raymond Winters, Central Stores
 OF I Director presented his report
 RAYMOND WINTERS, I for the period ending March
 DIRECTOR OF CENTRAL STORES I 31, 1975 which was received

and adopted by a Voice Vote of the Court and is in the
 following words and figures, which is filed as a matter
 of record in the County Court Clerk's Office.

-----oooooooooooo-----
 QUARTERLY REPORT I Raymond Winters, Purchasing
 OF I Agent presented his report to the Court
 RAYMOND WINTERS, I for the period ending March 31,
 PURCHASING AGENT I 1975 and is filed with the County
 Court Clerk's Office as a matter of record.

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#5

A. A. ROEGER
HIGHWAY COMMISSIONER
SULLIVAN COUNTY
BLOUNTVILLE, TENN.

COMMISSIONER'S WORK AND MAINTENANCE REPORT

Jan. 1, 1975 thru March 31, 1975

| | |
|--------------------------------------|------------------|
| (1) Bridges built or repaired. | (11) |
| (2) Catch basins and manholes built. | (24) |
| (3) Drainage pipe installed. | (5,444 L. F.) |
| (4) Tons of stone used. | (33,632.64) |
| (5) Tons of Plant Mix used. | (11,382 Tons) |
| (6) New Equipment purchased. | (\$145,299.37) |

Please consult the reports of Accounts and Budgets Dept. as to the balances concerning the budgeted items. I will appreciate the service and help of any court member concerning any improvements to the Highway Department.

Sincerely Yours,



A. A. Roefer
Highway Commissioner

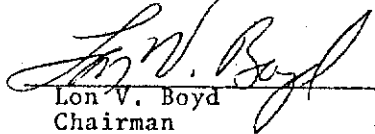
STATE OF TENNESSEE

COUNTY OF SULLIVAN

TO THE HONORABLE LON V. BOYD, COUNTY JUDGE AND MEMBERS OF THE COUNTY COURT OF SULLIVAN COUNTY, TENNESSEE, APRIL 21, 1975 TERM OF COURT.

We, your Finance Committee respectfully submit the following accounts for the quarter ending March 31, 1975.

| | | |
|---|-------------------|----------|
| 1. Current Account - Feb. 3, March 4, and March 11, 1975. | | |
| | | \$248.00 |
| 2. Ex-Efficio Fees | | \$14.00 |
| 3. Insanity Proceedings | 3 at \$ 2.50 each | 7.50 |
| | Total | \$269.50 |


 Lon V. Boyd
 Chairman

6.
April 10, 1975

Honorable Judge Lon V. Boyd and Members of the Sullivan County Court
In Session Monday, April 21, 1975
Blountville, Tennessee 37617

Ladies and Gentlemen:

At the present time the Sullivan County Board of Education has not adopted the 1975-76 School Budget because no education bills have been passed by the State Legislature and no guidelines have been transmitted to this office.

I am submitting proposed amendments to this year's budget (1974-75) along with a breakdown showing sources of revenue. The amendments to the General Purpose School Fund and the reasons for the amendments are shown in Appendix A. It has always been customary to approve amendments to the current school budget prior to the close of the fiscal year as long as surplus funds or anticipated surplus funds are available in the School Fund. The total of these proposed amendments is \$469,883.00. However, of this amount, \$416,753.00 is charged to state or federal funds and \$53,130.00 is charged to local funds. Funds will be available and these amendments have been approved by the Sullivan County Board of Education and are being presented to the County Court Education and Budget Committees.

The Court was advised in the transmittal letter on May 17, 1974, that the old formula was being used in the preparation of the 1974-75 budget and when the new formula for the Handicapped funds was available, the budget would require amending. Under the new formula, additional monies were made available, which accounts for most of the increase requested in the amendments. We also received additional money for a new reading program in October 1974. Both of these programs required additional personnel. With the new funding program we are paying the salaries of five reading specialists and five reading teacher aides. Money was also made available for teaching supplies for the reading program.

In addition to our General Purpose School Fund, Federal Public Law 89-10, Title I and Title II, funds are deposited in the Trustee's Office and federal regulations require that these funds be budgeted separately. The revised budget covering P.L. 89-10 funds as established by Federal guidelines is

April 10, 1975

attached (Appendix B and C). These funds can be spent only in accordance with Federal guidelines that establish the type of approved program. Programs vary from year to year. The use of Title I funds enables us to pay the salaries of fifty-one teacher aides and allows for the purchase of consumable instructional materials for remedial instruction and to provide summer school for approximately 1,000 elementary students. The Title III amendment monies provide library books to students and is prorated to each school.

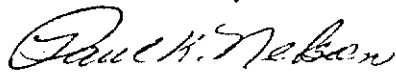
Because of the economic situation, our reimbursement rates for school lunches and school milk were increased in September and again in January. This increase in reimbursement rates increased each lunch served by 1 3/4 cents, free milk by 2 1/2 cents per half pint, and other milk by 1/2 cent. At the writing of this report, we are not sure that these will be the rates used in the 1975-76 school budget. This does not affect the local participation and will not have any effect on the school budget except for amendment purposes.

In the computation of the 1975-76 school budget, we will be using the new funding formula under the Mandatory Education of the Handicapped Act. This program provides funds for a supervisory position, psychological services, tuition for special schools, and transportation funds for the handicapped. As we submit the budget, you will be furnished a complete breakdown of services and costs that are absorbed in this program.

Our schools will close on Wednesday, June 4. The summer school program will start on Monday, June 9. The elementary summer school centers will be Blountville, Bluff City, Brookside, Lynn Garden, Sullivan, and Valley Pike. The high school program will be at Central High School and will be financed through student tuition.

If you have questions pertaining to this report, please feel free to contact my office.

Very truly yours,



Paul K. Nelson, Superintendent
Sullivan County Schools

PKN:fr

Enclosures

TO THE HONORABLE COUNTY COURT OF SULLIVAN
BLOUNTVILLE, TENNESSEE

I wish to submit the following report of activities of the Sullivan County Health Department for the period, January, February, March, 1975 (first column), which is offered as the department's quarterly report. The second column January - December gives the total of activities for the year 1974.

| | January, February, March Quarter 1975 | | January-December 1974 | |
|---|---|--------|--------------------------|--------|
| | Cases | Deaths | Cases | Deaths |
| <u>Communicable Diseases</u> | | | | |
| Gonorrhea | 82 | 0 | 233 | 0 |
| Infectious Hepatitis | 10 | 0 | 50 | 0 |
| Rubella (German Measles) | 0 | 0 | 4 | 0 |
| Rubeola (Measles) | 0 | 0 | 0 | 0 |
| Meningococcus Meningitis | 0 | 0 | 9 | 0 |
| Streptococcal Infections (Including Scarlet Fever) | 0 | 0 | 2216 | 0 |
| Syphilis | 0 | 0 | 5 | 0 |
| Tuberculosis | 6 | 0 | 30 | 5 |
| Salmonella (Including Typhoid Fever) | 0 | 0 | 9 | 0 |
| Influenza | 2818 | 0 | 1044 | 1 |
| Visits to acute communicable diseases | | 21 | | 136 |
| Immunizations: Typhoid | | 27 | | 204 |
| Diphtheria | | 812 | | 3264 |
| Whooping Cough | | 666 | | 3264 |
| Smallpox | | 79 | | 383 |
| Tetanus | | 816 | | 4155 |
| Rubeola (Measles) | | 284 | | 1327 |
| Rubella (German Measles) | | 282 | | 1373 |
| Poliomyelitis - Complete Booster | | 308 | | 1073 |
| | | 429 | | 2473 |
| <u>Venerical Diseases</u> | | | | |
| Visits to clinic for diagnosis and treatment | | 300 | | 1037 |
| <u>Tuberculosis</u> | | | | |
| Individual x-rayed in routine clinics | | 807 | | 3274 |
| Number tuberculin tests | | 1842 | | 9997 |
| Number positive reactors | | 73 | | 221 |
| Individuals admitted to nursing service | | 209 | | 686 |
| Nursing visits | | 319 | | 1361 |
| Tuberculosis patients hospitalized | | 3 | | 7 |
| <u>Dental Service</u> | | | | |
| Dental inspections | | 1449 | | 1948 |
| Dental operations (fillings, extractions, etc.) | | 1993 | | 5843 |
| <u>Maternity Service</u> | | | | |
| Antepartum patients admitted to nursing service | | 137 | | 397 |
| Nursing visits to antepartum cases | | 211 | | 736 |
| Postpartum cases admitted to nursing service | | 57 | | 190 |
| Nursing visits to postpartum cases | | 69 | | 280 |
| <u>Family Planning</u> | | | | |
| Individuals admitted to medical service | | 175 | | 402 |
| Clinic visits for medical service | | 228 | | 784 |
| Nursing visits to family planning patients | | 1467 | | 2815 |
| <u>Infant and Preschool Service</u> | | | | |
| Children under 6 yrs. admitted to medical service | | 120 | | 379 |
| Visits to clinics | | 171 | | 643 |
| Children under 6 yrs. admitted to nursing service | | 896 | | 2058 |
| Nursing visits | | 1328 | | 4925 |

| | January, February, March Quarter 1975 | January-December 1974 |
|---|---|--------------------------|
| <u>Crippled Children's Service</u> | | |
| Visits to clinics | 12 | 511 |
| Children admitted to nursing service | 165 | 138 |
| Nursing visits | 270 | 896 |
| <u>School Service</u> | | |
| Examination by physician | 190 | 1783 |
| Children admitted to nursing service | 998 | 2527 |
| Nursing visits | 1277 | 4552 |
| <u>Adult Service</u> | | |
| Food and milkhandlers examined | 647 | 3373 |
| Patients admitted to nursing service | 872 | 1637 |
| Nursing visits | 1000 | 2838 |
| <u>Sanitation</u> | | |
| Septic tank installations approved | 142 | 1385 |
| Total visits for inspection & instruction | 1026 | 5037 |
| Total visits for inspection of trailer courts | 96 | 516 |
| Total visits for inspection of swimming pools | 33 | 399 |
| Total visits for inspection of schools | 4 | 98 |
| Total visits for all other purposes | 750 | 3043 |
| Connections to public water supplies | 104 | 1094 |
| <u>Food and Milk</u> | | |
| Total visits to foodhandling establishments | 189 | 735 |
| Total visits to dairy farms | 57 | 293 |
| Total visits to milk plants | 23 | 112 |
| Total visits to school cafeterias | 61 | 320 |
| Restaurant and cafeteria - bacteria test | 183 | 871 |
| <u>Health Education</u> | | |
| Talks to groups | 108 | 271 |
| Attendance at talks | 5515 | 9102 |
| Showing of films | 42 | 189 |
| Attendance at films | 1385 | 9607 |
| <u>Nutrition</u> | | |
| Individual clinic conference | 161 | 596 |
| Talks and film showing to groups | 8 | 34 |
| Attendance | 233 | 695 |
| <u>Rabies Control</u> | | |
| Anti-rabic clinic for dogs | 0 | 48 |
| No. dogs vaccinated in clinics & hospitals | 639 | 16977 |
| <u>Laboratory Service</u> | | |
| Specimen examined: | | |
| Water | 98 | 671 |
| Milk | 154 | 741 |
| Typhoid | 6 | 6 |
| Syphilis | 1523 | 5133 |
| Tuberculosis | 318 | 1000 |
| Rabies | 7 | 80 |
| Other | 544 | 2658 |
| <u>Vital Statistics</u> | | |
| Total births registered | 498 | 8926 |
| Total deaths registered (all causes) | 261 | 1136 |
| Stillbirths registered | 3 | 21 |
| <u>Leading Causes of Death</u> | | |
| Heart Disease | 94 | 381 |
| Cancer | 53 | 182 |
| Cerebral Hemorrhage | 29 | 177 |
| Pneumonia | 20 | 93 |
| Auto accidents | 9 | 49 |
| Suicide | 4 | 15 |
| Accidents (other than auto) | 4 | 20 |
| Disease of Infancy | 2 | 20 |
| Congenital Malformation | 2 | 3 |
| Diabetes Mellitus | 1 | 4 |
| Tuberculosis | 0 | 3 |

Respectfully yours,
J. W. Erwin
 J. W. Erwin, M. D.,
 Sullivan County Health Dept.

#8

OFFICE OF THE SHERIFF
SULLIVAN COUNTY
BLOUNTVILLE, TENNESSEE

TO: THE HONORABLE JUDGE AND MEMBERS OF THE SULLIVAN COUNTY COURT
BLOUNTVILLE, TENNESSEE

LADIES AND GENTLEMEN:

I present to you a quarterly report of the combined activities of your Sheriff's Department. For the Quarter. January, February, March. 1975.

ARREST MADE FOR THE QUARTER

| | | | |
|---------------------------|------------|-------------------|------------|
| DRIVING WHILE INTOXICATED | <u>61</u> | RAPE | <u>1</u> |
| BURGLARY | <u>25</u> | MURDER | <u>7</u> |
| LARCENY | <u>21</u> | CARRYING ARMS | <u>11</u> |
| PUBLIC DRUNKENNESS | <u>145</u> | PEACE WARRENTS | <u>13</u> |
| ASSAULTS | <u>46</u> | A.W.O.L. | <u>2</u> |
| ASSAULT ON OFFICERS | <u>3</u> | BAD CHECKS | <u>59</u> |
| AUTO LARCENY | <u>7</u> | MENTALS | <u>6</u> |
| LIQUOR LAWS | <u>2</u> | MOVING VIOLATIONS | <u>57</u> |
| | | ALL OTHERS | <u>96</u> |
| | | TOTAL CHARGES | <u>562</u> |

COMPLAINTS WORKED FOR THE QUARTER

| | | | |
|----------------|------------|-----------------|--------------|
| ASSAULTS | <u>88</u> | STOLEN AUTO'S | <u>95</u> |
| MURDER | <u>2</u> | ACCIDENTS | <u>482</u> |
| RAPE | <u>6</u> | P.D. | <u>229</u> |
| ROBBERY | <u>10</u> | D.W.I. | <u>120</u> |
| BURGLARY | <u>289</u> | MISSING PERSONS | <u>48</u> |
| LARCENY | <u>218</u> | DRUGS | <u>10</u> |
| DEATH MESSAGES | <u>22</u> | ANIMALS | <u>80</u> |
| ESCORTS | <u>160</u> | MISCELLANEOUS | <u>1562</u> |
| | | TOTALS | <u>3,421</u> |

RECOVERED PROPERTY STOLEN FOR QUARTER
KINGSPOUR AREA

\$33,721.96 INCLUDING SIX (29) AUTO'S

BRISTOL AREA

\$33,937.71

TOTAL

\$67,659.67

NO. OF NIGHT DUTY CASES WORKED FOR QUARTER

3,786

NO. OF SUBPOENAS SERVED FOR CIRCUIT COURT FOR QUARTER (ISSUED)

145

TOTAL

487

| <u>PRISONERS TRANSPORTED OUT OF STATE AND COUNTY, NO. OF TRIPS FOR QUARTER</u> | |
|--|----------------------|
| EASTERN STATE HOSPITAL, KNOXVILLE, TENNESSEE | Sub: 8, 4- Emergency |
| CENTRAL STATE HOSPITAL, NASHVILLE, TENNESSEE | Sub: 5, |
| STATE PENITENTIARY, NASHVILLE, TENNESSEE | Sub: Men 21- |
| STATE PENITENTIARY, NASHVILLE, TENNESSEE | Sub: Women 2- |
| FT. PILLOW, FT. PILLOW, TENNESSEE | Sub: 2- |
| T.P.S. SCHOOL, NASHVILLE, TENNESSEE | Sub: 5- Juv. |
| ONLY, TN. | Sub: 1- |
| HEIMAN'S STREET, NASHVILLE, TENNESSEE | Sub: 20- Juv. |
| LEBONCH, TENNESSEE JAIL. | Sub: 1- Male |
| FT. PIERCE, FLORIDA | Sub: 1- Male |
| COLUMBUS, OHIO | Sub: 1- Male |
| <u>MILES TRAVELED OUT OF STATE AND COUNTY TRANSPORTING PRISONERS</u> | 217240.0 |
| <u>MILEAGE OF PATROLES & TRANSPORTING OF PRISONERS. (Approx.)</u> | 303719.6 |
| <u>GASOLINE USED IN PATROLLING.</u> | 28339.5 |
| <u>OIL USED IN PATROLLING. (QUARTS)</u> | 632 qts. |
| <u>ACTIVITIES IN COUNTY JAIL DURING QUARTER.</u> | |
| <u>NUMBER OF INMATES DURING QUARTER. (BOOKED-IN)</u> | 507 |
| <u>NUMBER OF INMATES CURRENTLY IN JAIL. (MARCH 31, 1975.)</u> | 75 |
| <u>DISBURSEMENT FROM STATE OF TENNESSEE FOR BOARDING STATE PRISONERS.</u> | \$16,369.00 |
| <u>REIMBURSEMENT FROM STATE FOR TRANSPORTING STATE PRISONERS.</u> | \$ 526.19 |
| <u>FEES AND COST COLLECTED DURING QUARTER.</u> | |
| <u>FEES DUE FOR CIVIL AND CRIMINAL PROCESS, KINGSFORD & BRISTOL TOTAL</u> | \$9,917.55 |
| <u>OFFICERS FEES COLLECTED DURING QUARTER.</u> | \$9,146.77 |
| <u>TURN KEYS COLLECTED DURING QUARTER.</u> | \$ 146.00 |
| <u>MONIES RECEIVED ON FINES, COSTS, & CASH BONDS.</u> | \$14,107.49 |

NOTE: ALL FINES AND COSTS PAID TO THE SHERIFF'S DEPARTMENT, INCLUDING CASH BONDS ARE REMITTED TO THE COURT CLERKS, FROM WHICH THE CASE ORIGINATED FOR PROPER DISBURSEMENT.

Respectfully Submitted,

John H. Bishop, Sr.
John H. Bishop, Sr. Sheriff

THE UNIVERSITY OF TENNESSEE
Institute of Agriculture

9 Filed 4/16/75

Agricultural Extension Service
Box 396
Blountville, Tenn 37617
April 11, 1975

AGRICULTURAL EXTENSION SERVICE QUARTERLY REPORT

JANUARY - FEBRUARY - MARCH
1975

To: The Honorable Judge Lon Boyd
and Members of the Sullivan County Quarterly Court

Attached is a brief report of the
Sullivan County Agricultural Extension Agents
Activities in Agriculture, Home Economics
and 4-H and Other Youth Work Areas

Respectfully submitted,

Hubert E. Lambert
Hubert E. Lambert
Extension Leader

Helen R. Stocking
Helen R. Stocking
Extension Agent

Jon M. Baker
Jon M. Baker
Ass't Extension Agent

Martha Childress
Martha Childress
Ass't Extension Agent

Ronald W. Keck
Ronald W. Keck
Ass't Extension Agent

Joyce Gaines
Joyce A. Gaines
Ass't Extension Agent

HEL:HRS:JMB:
RWK:MC:JAG:t

THE UNIVERSITY OF TENNESSEE AND THE U. S. DEPARTMENT OF AGRICULTURE COOPERATING

~~THE UNIVERSITY OF TENNESSEE~~
Institute of Agriculture

Agricultural Extension Service

P.O. Box 396, Blountville, Tenn
37617 April 11, 1975

AGRICULTURAL WORK AREA

In this quarter, the agricultural agents were involved in a variety of educational activities of much interest to livestock producers, dairy farmers, vegetable growers and home owners.

In January, thirty five beef producers attended the first session of a three night short course aimed at bringing them up to date on the latest research information on breeding, feeding and management of the beef cattle herd.

On February 3, the Sullivan County Dairy Herd Improvement Association held a workshop on record keeping. Dairymen learned to use IBM printout information received each month to try to produce more milk and income per cow. Also, in February a one night gardening school was conducted at the Extension Auditorium in Blountville for some 50 home gardeners.

In March, four two-hour night courses were held for people interested in learning more about landscaping. Three different Extension Specialists with the University of Tennessee Ornamental Horticulture and Landscape Design Department served as instructors.

In the past three months, one Rapid Adjustment Farm and two Resource Management farmers, have received assistance in planning their cropping systems and the requisition of forty eight tons of fertilizer to be applied to crops according to soil test results.

During this quarter considerable time has been used working with the Bristol Chamber of Commerce in setting up the 4-H Heifer Show and the finished steer show and sale. Forty seven steers were placed on feed last fall by Sullivan County 4-H members for the show. The members have been visited and assisted in fitting and grooming their animals for the county show and Bristol Show.

In addition to the above mentioned educational activities, some time has been spent doing routine extension work with individuals when requested.

HOME ECONOMICS WORK AREA

To enable the agent and the extension specialist make long term program plans home demonstration club members were surveyed as to their practices in the subject matter area of crafts.

Plans of work in other subject matter areas were made for 1975-76.

Home Demonstration Club Leaders in crafts and clothing received training to help them present programs in their local clubs; Clothing leaders in techniques for constructing garments from knitted fabrics, craft leaders in using color and texture.

More---

At a special seminar, certificates were presented to 78 members who fulfilled the requirements in the reading program.

Advance preparation was necessary to enable the adult home economics agent to be away 5 weeks completing work on a master's degree in Extension Education. She will graduate in June.

Club meetings, radio programs, news columns and other office duties, consume a certain proportion of the time.

4-H AND OTHER YOUTH WORK AREA

On February 26, nineteen 4-H'ers who are participating in the Chick Chain project picked up a total of 570 baby chicks.

A Record Book workshop was held on March 1 at the Extension Auditorium for the County Bread Baking Contest entrants. Approximately 60 girls and boys were in attendance. In conjunction with the Tri-Cities Dietetic Association a Food Fads Fool poster contest was held with 22 local winners participating in observance of National Nutrition Week.

The County Public Speaking and 4-H Poster Contest was held at Central High School on February 17 with 137 4-H'ers participating. Junior High and Senior winners in the contests entered the District Contest in Knoxville on March 4. Kathy Riffey was a district leadership winner and Randy Terry was a District Poster Winner. Eleven County winners participated in the District Contest and each received a blue award.

Over 100 4-H'ers participated in the county bread baking contest that was held on March 15. The Bluff City Mills sponsored the county awards at this event. Nearly 200 4-H'ers, parents, leaders and sponsors attended the county Awards 4-H Night in Blountville on January 27. 4-H medals in the National Awards Program were presented along with special recognition to 4-H sponsors and Alumni.

Fifteen 4-H'ers attended an Electric Workshop in Kingsport on January 18, and twelve 4-H'ers attended the junior high quick breads workshop at the Bristol Electric System on February 1. Twenty-seven 4-H'ers competed in a Dog Show at Indian Springs School on March 31, after completing a seven week Dog Obedience Training Course which was conducted by two 4-H leaders at Indian Springs.

Three Young Farmer and Homemaker meetings were held during the quarter, plus the State Folk Festival, District meeting in Sullivan County and the State Leadership school. Members and agents were well represented at each of these meetings.

Eight senior 4-H'ers attended State 4-H Club Congress in Nashville March 16 - 19, along with one volunteer leader. Sponsorship was secured for each delegate by local businesses.

Local bread baking workshops were held at Lincoln Elementary on February 27, 28, for local winners.

Two junior high and one junior 4-H'er appeared on T.V. in observance of National Nutrition week. Two small engine workshops were held at Washington Elementary School.

More-----

SUMMARY FOR THE QUARTER

| | |
|----------------------------|--------|
| Farm visits | 231 |
| Home visits | 14 |
| Other visits | 44 |
| Meetings held | 245 |
| Attendance | 894 |
| 4-H Club meetings held | 255 |
| Attendance | 1,527 |
| Individual Letters written | 140 |
| Circular letters written | 83 |
| Copies mailed | 5,506 |
| Radio Programs | 36 |
| T. V. Programs | 6 |
| News Articles written | 108 |
| Publications distributed | 3,122 |
| Miles traveled | 12,619 |

13

SULLIVAN COUNTY UNIT
TENNESSEE DEPARTMENT OF PUBLIC WELFARE

April 16, 1975

TO: THE HONORABLE COUNTY COURT OF SULLIVAN COUNTY

The following report is submitted for the months of January, February and March 1975.

CASE ACTIVITY IN SOCIAL SERVICES:

Cases Initiated

| | |
|--|-----|
| Aid to Families with Dependent Children..... | 182 |
| Child Welfare Services..... | 32 |
| Adoptive Home Applications..... | 11 |
| Foster Home Applications..... | 11 |
| Adult Services..... | 65 |
| Total | 301 |

Cases Approved

| | |
|---------------------|----|
| Adoptive Homes..... | 7 |
| Foster Homes..... | 6 |
| Total | 13 |

Cases Rejected

| | |
|---------------------|----|
| Adoptive Homes..... | 6 |
| Foster Homes..... | 7 |
| Total | 13 |

Services Provided

| | |
|--|-------|
| Aid to Families with Dependent Children..... | 771 |
| Child Welfare Services..... | 123 |
| Adult Services..... | 173 |
| Total | 1,067 |

Total Active Services Caseload as of
End of Third Quarter

| | |
|--|-----|
| Aid to Families with Dependent Children..... | 459 |
| Child Welfare Services..... | 83 |
| Adoptive Home Cases..... | 66 |
| Foster Home Cases..... | 35 |
| Adult Service Cases..... | 86 |
| Total | 729 |
| Total Number of Children Being Served..... | 670 |

Foster Care

Between January 1, 1975, and March 31, 1975, we have provided foster care for 68 Sullivan County children. The care for 34 of these children was financed through AFDC Foster Care Funds and State Boarding Funds. The status of children served is as follows:

| | |
|---|----|
| Total Number of Children Served..... | 68 |
| a. In Foster Boarding Homes..... | 49 |
| b. In Janie Hammit or other institutions..... | 19 |
| Number of Children Removed from Care..... | 9 |
| a. Returned to own homes..... | 4 |
| b. Placed for Adoption..... | 4 |
| c. Other..... | 1 |

Child Welfare Expenditures

| | |
|---------------|-------------|
| January..... | \$ 1,926.55 |
| February..... | 1,762.06 |
| March..... | 2,431.62 |
| Total | \$ 6,120.23 |

Respectfully submitted,

Darrel Godsey

Darrel Godsey
Field Supervisor II

Larmer M. Nicely

Larmer M. Nicely
County Manager

DG:IMN:pbp

#14

Filed
4/14/75

TO: Judge Boyd and Members of Sullivan County Court
 FROM: Mary Lou Edgell, Indigent Case Worker

JANUARY 1975

Homes visited - 22
 County cases approved - 11
 City Cases approved - 4
 Total cases approved - 15
 Amount of approved county cases - \$6,081.59
 Amount of approved city cases - \$4,442.10
 Total amount of approved cases - \$10,523.69
 County cases rejected - 3
 City cases rejected - 4
 Total cases rejected - 7
 Amount of rejected county cases - \$9,257.55
 Amount of rejected city cases - \$6,526.02
 Total amount of rejected cases - \$15,783.57
 Mileage - 372

FEBRUARY 1975

Homes visited - 21
 County cases approved - 8
 City cases approved - 7
 Total cases approved - 15
 Amount of approved county cases - \$5,920.74
 Amount of approved city cases - \$3,342.28
 Total amount of approved cases - \$9,263.02
 County Cases rejected - 5
 City cases rejected - 1
 Total cases rejected - 6
 Amount of county cases rejected - \$5,650.92
 Amount of city cases rejected - \$1,054.88
 Total amount of cases rejected - \$6,705.80
 Mileage - 231

MARCH 1975

Homes visited - 24
 County cases approved - 9
 City cases approved - 4
 Total cases approved - 13
 Amount of county cases approved - \$5,457.81
 Amount of city cases approved - \$1,572.18
 Total amount of cases approved - \$7,029.99
 County cases rejected - 5
 City cases rejected - 6
 Total cases rejected - 11
 Amount of county cases rejected - \$2,281.28
 Amount of city cases rejected - \$2,088.28
 Total amount of cases rejected - \$4,369.56
 Mileage - 414

14A

TO: Hon. LonV. Boyd, Judge of Sullivan County, and
Members of the Sullivan County Quarterly Court

FROM: Janette E. Shoun, Indigent Case Worker

QUARTERLY REPORT

January - March, 1975

January 1975

| | | |
|---------------------------------------|----------|------------|
| Homes Visited | | |
| City Homes Visited | 9 | |
| County Homes Visited | <u>8</u> | |
| Total | | 17 |
| Cases Approved | | |
| City Cases Approved | 7 | |
| County Cases Approved | <u>5</u> | |
| Total | | 12 |
| Amount of Approved Cases | | \$3,745.79 |
| Cases Rejected | | |
| City Cases Rejected | 2 | |
| County Cases Rejected | <u>3</u> | |
| Total | | 5 |
| Amount of Rejected Cases | | \$1,488.90 |
| Total mileage for January - 341 miles | | |

February 1975

| | | |
|--|-----------|------------|
| Homes Visited | | |
| City Homes Visited | 2 | |
| County Homes Visited | <u>12</u> | |
| Total | | 14 |
| Cases Approved | | |
| City Cases Approved | 2 | |
| County Cases Approved | <u>8</u> | |
| Total | | 10 |
| Amount of Approved Cases | | \$2,754.68 |
| Cases Rejected | | |
| City Cases Rejected | 0 | |
| County Cases Rejected | <u>4</u> | |
| Total | | 4 |
| Amount of Rejected Cases | | \$1,885.78 |
| Total mileage for February - 219 miles | | |

Indigent Case Worker (Bristol)
 Quarterly Report - January-March, 1975
 Page 2

March 1975

| | | |
|-------------------------------------|-----------|-------------|
| Homes Visited | | |
| City Homes Visited | 13 | |
| County Homes Visited | <u>10</u> | |
| Total | | 23 |
| Cases Approved | | |
| City Cases Approved | 9 | |
| County Cases Approved | <u>6</u> | |
| Total | | 15 |
| Amount of Approved Cases | | \$12,494.74 |
| Cases Rejected | | |
| City Cases Rejected | 4 | |
| County Cases Rejected | <u>4</u> | |
| Total | | 8 |
| Amount of Rejected Cases | | \$ 2,800.38 |
| Total mileage for March - 348 miles | | |

Respectfully submitted,

Janette E. Shoun
 (Mrs.) Janette E. Shoun

15

SULLIVAN COUNTY ANIMAL WARDEN

QUARTERLY REPORT

JANUARY, FEBRUARY, MARCH, 1975

| | |
|---------------------------------|--------------|
| 1. NUMBER OF COMPLAINTS | <u>349</u> |
| 2. DOGS PICKED UP | <u>236</u> |
| 3. DOGS IMPOUNDED | <u>205</u> |
| 4. DOGS DESTROYED BY EUTHASIA | <u>189</u> |
| 5. DOGS FOUND OWNER | <u>19</u> |
| 6. DOGS FOUND HOME | <u>12</u> |
| 7. DOG LICENS CHECKED | <u>10</u> |
| 8. RABID DOGS REPORTED | <u>3</u> |
| 9. DOGS REPORTED LOST OR STOLEN | <u>12</u> |
| 10. NUMBER OF MILES DRIVEN | <u>6,040</u> |

E. B. MILLER

*E. B. Miller*ANIMAL WARDEN
SULLIVAN COUNTY

SULLIVAN COUNTY WORK HOUSE GUARD

QUARTERLY REPORT

JANUARY, FEBRUARY, MARCH, 1975

#16

| | | | |
|--|-------|----------------------------|----|
| <u>SIGNS</u> | | | |
| YIELD | 5 | MOVING CHAIRS | 19 |
| FIRE HALL | 2 | JUNK CARS TOWED | 8 |
| DEAD END | 11 | CHARBETER SHOP | 2 |
| SPEED | 69 | MR. WINTER'S OFFICE | 14 |
| SCHOOL BUS STOP | 2 | CUTTING BUSHES | 3 |
| NO DUMPING | 34 | TRIPS TO HOSPITAL | 2 |
| SCHOOL | 21 | LOADS OF BEER CANS | 21 |
| NO PARKING | 6 | TRIPS TO WELDING SHOP | 6 |
| DO NOT ENTER | 9 | MOVED VOTING BOOTHS | 2 |
| KEEP RIGHT | 3 | GENERAL SESSIONS COURT | 3 |
| STOP | 107 | STORAGE BIN INSTALLED | 1 |
| SLOW CHILDREN AT PLAY | 54 | CHECKED ON SIGN COMPLAINTS | 29 |
| NO DUMPING | 24 | COMPLAINTS ON VANDALISM | 2 |
| STOP AHEAD | 2 | CLEANED UP AROUND SHOP | 4 |
| SPECIAL SCHOOL | 3 | WORKING IN WORK HOUSE SHOP | 4 |
| SPECIAL SIGNS | 9 | | |
| SPECIAL ELECTION SIGNS, SHERIFF'S DEPARTMENT | 2 | | |
| TRIPS TO HARDEN'S PAINT SHOP | 5 | | |
| TRIPS TO SULLIVAN COUNTY HEALTH DEPARTMENT | 2 | | |
| ANSWERED COMPLAINTS ON TRASH & LITTER | 40 | | |
| MOVED & UNLOADED DESK FOR SHERIFF'S DEPARTMENT | 2 | | |
| MOVED STEEL POST TO SHOP TO BE CUT | 12 | | |
| UNLOADED SIGNS FROM STATE TRUCK | 2 | | |
| PHILED STEEL POSTS BY # 14 | 20 | | |
| ABANDONED CARS & JUNK CAR COMPLAINTS | 21 | | |
| INSTALLING SAFETY SCREEN | 1 | | |
| PAINTING SAFETY SCREEN, WORK HOUSE | 1 | | |
| ANSWERING COMPLAINT OF ELLIS ON SEWER | 4 | | |
| TRIPS TO LOONEY CHEVROLET # 14 | 5 | | |
| ANSWERED COMPLAINT CARDS | 340 | | |
| TOTAL MILEAGE - JAN., FEB., MARCH, 1975 | 4,541 | | |

J. H. Leslie
 J. H. LESLIE
 WORK HOUSE GUARD
 SULLIVAN COUNTY

General Sessions Court

DIVISION 1 AND 2
BRISTOL, TENNESSEE 37620.

GILBERT E. TORRETT
Judge

MRS. CLARICE BATES
Deputy Clerk

BOB FRAZIER
Juvenile Probation Officer

March 20, 1975



Hon. Lon V. Boyd
County Court
Blountville, Tenn.

Dear Judge Boyd;

This is to advise of the activities performed by the Juvenile Probation Officer of Sullivan County during the period beginning January 1, 1975 and ending March 20, 1975.

| | |
|-------------------------|-----|
| Court Hearings | 123 |
| Home Visits | 16 |
| School Visits | 11 |
| Collateral Visits | 136 |
| Petitions | 61 |
| Ref. to D. P. W. | 4 |
| Office Visits | 21 |
| Informal Adjustments | 7 |
| Social Histories | 13 |
| Summonses | 26 |
| Youth Evaluations(ETSU) | 4 |
| Attachments | 11 |

Respectfully,

Robert L. Frazier

Robert L. Frazier
Juvenile Probation Officer
Sullivan County

000430

The following resolution was thereupon introduced and read in full:

RESOLUTION authorizing the issuance of \$30,000,000.00 Bond Anticipation Notes of Sullivan County, providing the detail thereof and confirming the sale thereof.

WHEREAS this Quarterly County Court has heretofore on April 21 19 75 adopted a resolution pursuant to the provisions of Sections 49-701 to 49-720, inclusive, of Tennessee Code Annotated, authorizing the issuance of \$30,000,000 School Bonds, Series 1975, of said county for the purpose of erecting, repairing, furnishing and equipping school buildings in and for Sullivan County; and

WHEREAS it is necessary to obtain funds immediately in the amount of \$30,000,000 for the purposes expressed in said resolution; and

WHEREAS by Section 5-1032 of Tennessee Code Annotated, counties are authorized, after approval by the state director of local finance, to issue and sell interest bearing bond anticipation notes for all county purposes for which general obligation bonds can be legally authorized and issued; and

WHEREAS it is now necessary to issue such notes in the amount of \$30,000,000.

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

SECTION 1. For the purpose of erecting, repairing, furnishing, and equipping school buildings in and for Sullivan County and in anticipation of the proceeds of a like principal amount of school bonds authorized by a resolution heretofore adopted by the Quarterly County Court of Sullivan County on April 21 1975, there shall be issued the Bond Anticipation Notes of said county in the principal amount of \$30,000,000. Said notes shall be dated as of the date of issuance thereof, shall mature on _____, 19____, shall be in the denomination of \$100,000, shall be numbered 1 to 300 inclusive, and shall bear interest at the rate of _____ percent (%) per annum payable _____.

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN _____ SESSION

MET THIS THE 4th DAY OF March, 19 75

RESOLUTION IN RE: PROPOSED SCHOOL BUILDING PROGRAM

BE IT RESOLVED THAT

The Sullivan County Court appropriate up to thirty (30) million dollars for county use in the construction of two comprehensive high schools, one elementary school in the Rock Springs area, a school to replace the present Holston School in the Tri-City Airport area, and two (2) million dollars to be spent on renovation of existing schools,

BE IT FURTHER RESOLVED

that should the monies for this project be sold prior to the time of expenditures, the County Judge would properly invest these monies at the highest possible interest rate and any interest received from these invested monies would be used for the retirement of said bonds and interest thereon,

BE IT FURTHER RESOLVED

that any bond monies not spent as mentioned above would be used for the retirement of bonds and interest thereon.

INTRODUCED BY ESQ. Reed ESTIMATED COST: _____

SECONDED BY ESQ. _____ PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL Aye Nay

VOICE VOTE _____ County Court Clerk
BY: _____

| | | |
|-------------------|-----------|--------------|
| COMMITTEE ACTION: | APPROVED: | DISAPPROVED: |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

FISCAL AGENT:

BE IT REMEMBERED that the Quarterly County Court of Sullivan County, Tennessee, met in open, public, regular session at the Courthouse in Blountville on the 21st day of April, 1975, at 9:00 o'clock A.M.

Present and presiding the Honorable Lon V. Boyd, County Judge; also present Marjorie S. Harr, Clerk of said court, and the following Justices of the Peace, to-wit:

Akard, Allen, Arrington, Barnes, Barr, Boys, Carmack Carrier, Clarence Carrier, Childress, Clark, Durham, Ferguson, Fleenor, Gates, Gentry, Gillenwater, Greene, Hall, Harr, Hendricks, Henry, Hess, Hickam, Hulse, Icenhour, Jaynes, Keener, King, Mahaffey, Mason, McNeil, Montgomery, Morrell, Myers, Newland, Phillips, Poe, Reed, Roller, Sine, Taft, Tobett, Turner, Wassom, Whited, Woods, and Zimmerman.

Absent: Ammons.

* * *

(Other Business)

The following resolution was thereupon introduced and read in full:

RESOLUTION providing the details of \$30,000,000 Rural School Bonds, Series 1975, of Sullivan County, Tennessee, authorizing and directing the sale thereof and levying taxes to pay the principal of and interest on said bonds.

WHEREAS by Sections 49-701 to 49-720, inclusive, Tennessee Code Annotated, counties are authorized through their respective Quarterly County Courts to issue and sell bonds of said counties for school purposes; and

WHEREAS it appears that the educational requirements of Sullivan County (the "County") require the purchase of sites for school buildings, and erecting, repairing, furnishing and equipping school buildings in and for that portion of said county lying outside the territorial limits of the Cities of Bristol and Kingsport, Tennessee:

NOW, THEREFORE, Be It Resolved by the Quarterly County Court of Sullivan County, Tennessee, as follows:

Section 1. For the purpose of purchasing sites for school buildings and erecting, repairing, furnishing and equipping school buildings in and for that portion of the County lying outside the territorial limits of the Cities of Bristol and Kingsport, Tennessee, there shall be borrowed the sum of \$30,000,000 and the bonds of the County shall be issued therefor.

Section 2. Said bonds shall be designated "Rural School Bonds, Series 1975," shall be dated _____ 1, 1975, shall be of \$5,000 denomination each, shall be numbered 1 to 6000, inclusive, and shall mature serially on _____ 1 of each of the years 197_ to 19__, inclusive, as follows:

| Years | Amounts | Bond Numbers |
|-------|---------|--------------|
|-------|---------|--------------|

Section 3. Bonds maturing on and after _____ 1, 1986, shall be subject to redemption prior to maturity at the option of the County as a whole, or in part in inverse numerical order, on _____ 1, 1985, and on any interest payment date thereafter at the principal amount thereof, accrued interest to the date of redemption and a premium in the amount of \$150 for each bond so redeemed on _____ 1, 1985 or _____ 1, 198_, which premium shall thereafter be reduced in the amount of \$12.50 for each full year intervening between _____ 1, 1985 and the date fixed for redemption. Notice of intended redemption shall be given by publication of an appropriate notice at least once in a newspaper published in _____, Tennessee, and in a financial newspaper or journal published in New York, New York or Chicago, Illinois, and by registered or certified mail to the paying agent bank or banks. All such redemption notices shall be given not less than 30 nor more than 180 days prior to the date fixed for redemption.

Section 4. Said bonds shall bear interest at a rate or rates not exceeding seven and one-half per cent (7-1/2%) per annum,

to be determined at the time of the sale thereof, such interest falling due at and prior to maturity to be represented by appropriate coupons to be attached to said bonds and to be payable semiannually on _____ 1 and _____ 1 of each year, commencing on _____ 1, 197_. Both principal of and interest on said bonds shall be payable in lawful money of the United States of America at _____, _____, or at _____, _____, at the option of the holder.

Section 5. Said bonds shall be signed by the County Judge with his facsimile signature and countersigned by the County Court Clerk under a facsimile of the seal of her office, and the interest coupons to be attached thereto shall be signed with the facsimile signatures of said officials, and said officials, by the execution of said bonds, shall adopt as and for their own official signatures their respective facsimile signatures appearing on said coupons.

Section 6. Said bonds and coupons shall be in substantially the following form, the omissions therein to be appropriately completed when the bonds are printed:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF SULLIVAN

RURAL SCHOOL BOND, SERIES 1975

No. _____ \$5000

KNOW ALL MEN BY THESE PRESENTS: That Sullivan County, Tennessee, organized and existing under the laws of the State of Tennessee, hereby acknowledges itself indebted and promises to pay to bearer the principal sum of Five Thousand Dollars (\$5000) on the first day of _____, 19__, 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 semiannually on the first day of _____ and _____ of each year commencing on _____ 1, 197_, interest to maturity being payable only upon presentation and surrender of the interest coupons hereto annexed as they severally become due. Both principal and interest hereon are payable in lawful money of the United States of America at _____, _____, _____, or at _____, _____, _____, _____, at the option of the holder.

Bonds of the issue of which this bond is one maturing on and after _____ 1, 1986, are subject to redemption prior to maturity at the option of said county as a whole, or in part in inverse numerical order, on _____ 1, 1985 and on any interest payment date thereafter at the principal amount thereof, accrued interest to the date of redemption and a premium in the amount of \$150 for each bond so redeemed on _____ 1, 1985 or _____ 1, 198_, which premium shall thereafter be reduced

in the amount of \$12.50 for each full year intervening between _____ 1, 1985 and the date fixed for redemption. Notice of intended redemption shall be given by publication of an appropriate notice at least once in a newspaper published in _____, Tennessee, and in a financial newspaper or journal published in New York, New York, or Chicago, Illinois, and by registered or certified mail to the paying agent bank or banks. All such notices shall be given not less than 30 nor more than 180 days prior to the date fixed for redemption.

This bond is one of an issue of bonds aggregating \$30,000,000 issued by Sullivan County, Tennessee, for the purpose of purchasing sites for school buildings and erecting, repairing, furnishing and equipping school buildings in that portion of said county lying outside the territorial limits of the Cities of Bristol and Kingsport, Tennessee, in all respects in compliance with and under the authority of Sections 49-701 to 49-720, inclusive, Tennessee Code Annotated, and under authority of a resolution duly adopted on April 21, 1975, by the Quarterly County Court of said county.

It is hereby certified and recited that all acts, conditions and things required by the constitution and laws of the State of Tennessee to exist or to be done precedent to and in the issuance of this bond do exist and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of said county, including this bond, does not exceed any constitutional or statutory limitation; and that provision has been made for the levy and collection of a direct annual tax, in addition to all other taxes, on all taxable property in said county lying outside the territorial limits of the Cities of Bristol and Kingsport, Tennessee, sufficient to pay the interest hereon as the same falls due and for the payment of the principal

hereof at maturity.

~~Neither the principal nor the interest on this bond shall~~

be taxed by the State of Tennessee or by any county or municipality therein.

IN WITNESS WHEREOF Sullivan County, Tennessee, through its Quarterly County Court, has caused this bond to be signed by its County Judge with his facsimile signature and countersigned by its County Court Clerk under a facsimile of the seal of her office, and has caused the coupons hereto attached to be signed by said officials with their facsimile signatures, all this first day of _____, 1975.

(facsimile signature)
County Judge

Countersigned:

County Court Clerk

(Form of Coupon)

Number _____ \$ _____

On the first day of _____, 19____, unless the bond to which this coupon is appurtenant shall be subject to prior redemption and shall have been properly called for redemption and provision for the payment thereof duly made, Sullivan County, Tennessee, will pay to bearer the amount shown hereon in lawful money of the United States of America at _____

_____, _____, _____, or at _____,

_____, at the option of the holder, being interest then due on its \$5000 Rural School Bond, Series 1975, dated as of

_____ 1, 1975 No. _____.

(facsimile signature)
County Judge

Countersigned:

(facsimile signature)
County Court Clerk

~~Section 7. For the purpose of providing funds with~~

which to pay the interest accruing on said bonds and the principal thereof at maturity there shall be and there is hereby levied upon all taxable property in the County lying outside the territorial limits of the Cities of Bristol and Kingsport, in addition to all other taxes, a direct annual tax for each of the years while said bonds or any of them, shall be outstanding, in amounts sufficient for that purpose. Principal or interest coming due at any time when there are insufficient funds on hand to pay the same shall be promptly paid when due from the general fund or other available funds of said county and reimbursement shall be made to said fund or funds in the amount of the sums thus advanced when taxes provided for that purpose shall have been collected.

Section 8. The bonds herein authorized shall be sold at public sale to the highest bidder by the County Judge in the manner prescribed by Section 49-709, Tennessee Code Annotated. Said bonds may be sold as a whole, or in part from time to time as may be determined by said official. None of said bonds shall be sold for less than par and accrued interest to date of delivery, provided that the necessary expense in the issuance and sale of said bonds shall be paid from the proceeds of the sale. The action of the County Judge in consummating such sale or sales and fixing the interest rate or rates on the bonds in accordance with this resolution and the bid accepted shall be binding on the County and this Quarterly County Court, and no further action shall be necessary in relation thereto.

Notice of any such sale shall be published in The Bond Buyer, a financial newspaper published in New York, New York and in a newspaper published in and having general circulation in the County.

~~Section 2. The bonds shall be printed and executed as~~

soon as may be after the sale thereof and thereupon shall be delivered to the purchasers thereof upon receipt by the County Trustee of the County of the agreed purchase price. The proceeds of the sale of the bonds shall be turned over to the County Trustee of the County and shall be paid out for the purposes and in the manner required by law and this resolution. The Quarterly County Court represents and certifies that:

(1) the County has heretofore incurred (or expects within six months after delivery of the bonds to incur) a substantial binding obligation with respect to said facilities; said binding obligation consisting of a binding obligation to third parties for such items as architects' or engineers' fees, land acquisition costs or site development, in the amount of not less than 2-1/2% of the estimated total cost of said facilities;

(2) the Quarterly County Court expects that over 85% of the spendable proceeds of the bonds (including investment proceeds) will be expended on or before _____, 197_, for the purpose of paying the cost of said facilities, said date being within three years following the date of issue of the bonds;

(3) work on the said facilities is expected to proceed with due diligence to completion;

(4) said facilities have not been and are not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of said bonds;

(5) all of the principal proceeds of the bonds are needed for the purposes stated in the form of bond above set out, including expenses incidental to such purposes and to the issuance of the bonds; and

(6) to the best of the knowledge and belief of the Quarterly County Court there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this section.

The Quarterly County Court also certifies and further covenants with the purchasers and holders of the bonds from time to time outstanding that so long as any of the bonds remain outstanding, moneys on deposit in any fund or account in connection with the bonds, whether or not such moneys were derived from the proceeds of the sale of the bonds or from any other source, will not be used in a manner which will cause the bonds to be "arbitrage bonds" within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, and any lawful regulations promulgated or proposed thereunder, including Sections 1.103-13 and 1.103-14 of the Income Tax Regulations (26 CFR Part 1), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Quarterly County Court reserves the right, however, to make any investment of such moneys permitted by state law if, when and to the extent that said Section 103(d) or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction.

Section 10. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted by this Quarterly County Court despite the invalidity of such section, paragraph, clause or provision.

Section 11. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists, and this resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted: April 21, 1975.

Approved: _____, 1975.

County Judge

Attest:

County Court Clerk

It was moved by _____ and seconded by _____ that the foregoing resolution be adopted, and upon the vote being taken the following Justices voted:

AYE:

NAY:

* * *

* * *

(Other Business)

Upon motion made and seconded the Quarterly County
Court adjourned.

County Judge

Attest:

County Court Clerk

It was moved by Squire Grady Reed and seconded by Squire Charles Hess that the foregoing resolution be adopted, and upon the vote being taken, the following Justices voted:

Aye:

Nay:

[Large handwritten scribble covering the names of the Justices]

* * * * *

Upon motion made and seconded, the Quarterly County Court adjourned.

County Judge

County Court Clerk

[Handwritten signature]

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21 st DAY OF APRIL, 1975

RESOLUTION IN RE: AMENDMENT TO PROPOSED SCHOOL PROGRAM DATED MARCH 4,

BE IT RESOLVED THAT

the necessary classroom and corridor additions at Central High School, at an estimated \$170,000.00, be a part of Paragraph 1 of the above mentioned resolution and further be included in the thirty (30) million dollars as mentioned.

INTRODUCED BY ESQ. Reed ESTIMATED COST:

SECONDED BY ESQ. Hall PAID FROM FUND

COURT ACTION: DATE SUBMITTED:

ROLL CALL Aye Nay

VOICE VOTE County Court Clerk

BY:

COMMITTEE ACTION: APPROVED: DISAPPROVED:

[Blank lines for committee action]

FISCAL AGENT:

The following resolution was thereupon introduced and read in full:

RESOLUTION authorizing the issuance of \$30,000,000.00 Bond Anticipation Notes of Sullivan County, providing the details thereof and confirming the sale thereof.

WHEREAS this Quarterly County Court has heretofore on April 21 19 75 adopted a resolution pursuant to the provisions of Sections 49-701 to 49-720, inclusive, of Tennessee Code Annotated, authorizing the issuance of \$30,000,000 School Bonds, Series 1975, of said county for the purpose of erecting, repairing, furnishing and equipping school buildings in and for Sullivan County; and

WHEREAS it is necessary to obtain funds immediately in the amount of \$30,000,000 for the purposes expressed in said resolution; and

WHEREAS by Section 5-1032 of Tennessee Code Annotated, counties are authorized, after approval by the state director of local finance, to issue and sell interest bearing bond anticipation notes for all county purposes for which general obligation bonds can be legally authorized and issued; and

WHEREAS it is now necessary to issue such notes in the amount of \$30,000,000.

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

SECTION 1. For the purpose of erecting, repairing, furnishing, and equipping school buildings in and for Sullivan County and in anticipation of the proceeds of a like principal amount of school bonds authorized by a resolution heretofore adopted by the Quarterly County Court of Sullivan County on April 21 1975, there shall be issued the Bond Anticipation Notes of said county in the principal amount of \$30,000,000. Said notes shall be dated as of the date of issuance thereof, shall mature on _____, 19____, shall be in the denomination of \$100,000, shall be numbered 1 to 300 inclusive, and shall bear interest at the rate of _____ percent (%) per annum payable _____.

Section 2. Said notes shall be designated "Bond Anticipation Notes," and shall be payable, both principal and interest, in lawful money of the United States of America at _____,

Section 3. Said notes shall be subject to prepayment prior to maturity at the option of the county, in whole or in part, at any time at the principal amount thereof and accrued interest to the date of prepayment. Thirty days' notice of intended prepayment shall be given by publication of an appropriate notice one time in a newspaper published in the City of Kingsport, but the holder of any note intended for prepayment may waive such notice.

Section 4. Said notes shall be signed by the County Judge and countersigned by the County Court Clerk and sealed with the official seal of the county.

Section 5. Said notes shall be in substantially the following form:

(Form of Note)

United States of America

State of Tennessee

COUNTY OF SULLIVAN

Bond Anticipation Note

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS: That the County of Sullivan in the State of Tennessee hereby acknowledged itself to owe and for value received hereby promises to pay to bearer the sum of One Hundred Thousand DOLLARS (\$100,000) on the _____ day of _____, 19____, 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 _____

Both principal hereof and interest hereon are payable in lawful money of the United States of America at _____.

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 Sullivan are hereby irrevocably pledged.

This note is subject to prepayment at any time at the option of Sullivan County, in whole or in part, at the principal amount hereof and accrued interest to the date of prepayment. Thirty days' notice of intended prepayment shall be given by publication of an appropriate notice one time in a newspaper published in the City of Kingsport unless the holder of this note shall have waived such notice. Any such prepayment shall be applied first upon the accrued interest and then next applied upon the unpaid principal hereof. The county may require presentation of this note for endorsement of the prepayment in case the prepayment is in part and for surrender in case the prepayment is in full.

This note is one of an issue of notes of like date aggregating \$30,000,000 issued under authority of and in full compliance with the Constitution and Statutes of Tennessee, including Sections 5-1031 to 5-1039, inclusive, of Tennessee Code Annotated, and under authority of a resolution duly adopted by the Quarterly County Court of said county on April 21, 1975 for the purpose of anticipating the proceeds of School Bonds to be issued by Sullivan County under authority of Sections 49-701 to 49-720, inclusive, of Tennessee Code Annotated, in the principal amount of not less than \$30,000,000. 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 Sullivan County, have been done, exist and have been 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 Bond Anticipation Notes issued pursuant to the provisions

of Sections 5-1031 to 5-1039, inclusive, of Tennessee Code Annotated, shall be taxed by the State of Tennessee or by any county or municipality therein.

IN WITNESS WHEREOF the County of Sullivan, 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 _____, 19__.

Countersigned:

County Court Clerk

County Judge

Section 6. 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 Sullivan County lying outside the city limits of Kingsport and Bristol, Tennessee in addition to all other taxes, a direct annual tax for each of the years while said notes, or any of the, are 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 Sullivan 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. Provided, however, that when the School Bonds described in the preamble hereto shall have been issued, the principal proceeds of such bonds in an amount not exceeding the principal amount of notes issued hereunder and then outstanding shall be applied to the retirement of the principal amount of such notes.

Section 7. The sale of said notes by the County Judge to the following purchasers, to-wit:

| <u>Name of Purchaser</u> | <u>Amount</u> | <u>Note Numbers</u> |
|--------------------------|---------------|---------------------|
|--------------------------|---------------|---------------------|

at a price of par and accrued interest is hereby ratified, approved and confirmed, and said notes shall be prepared and executed as soon as possible and delivered to such purchasers by the County

Trustee upon payment therefor.

Section 8. The proceeds of said notes shall be turned over to the County Trustee of Sullivan County and shall be paid out for the purposes and in the manner required by law and this resolution.

Section 9. 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 the _____ day of _____, 19__.

County Judge

ATTEST:

County Court Clerk

450-B

It was moved by Squire Grady Reed and seconded by Squire Charles Hess that the foregoing resolution be adopted, and upon the vote being taken, the following Justices voted:

Aye:

Nay:

* * * * *

Upon motion made and seconded, the Quarterly County Court adjourned.

County Judge

County Court Clerk

NO. 24

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN Regular SESSION

MET THIS THE 21st DAY OF Oct, 19 74.

RESOLUTION IN RE: Flood Ordinance and Insurance

BE IT RESOLVED THAT

The Sullivan County Court Approve the Flood Damage Prevention Ordinance for Sullivan County, Tennessee 14C D Kinderscreek & Evergreen hedge on Reedy Creek

INTRODUCED BY ESQ. Clayton ESTIMATED COST: _____

SECONDED BY ESQ. Kevin Boyd AID FROM _____ FUND _____

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL Aye Nay _____

VOICE VOTE _____ County Court Clerk BY: _____

COMMITTEE ACTION: APPROVED: DISAPPROVED:

| | | |
|--------------------|-------------------------------------|-------|
| <u>Chairman</u> | _____ | _____ |
| <u>Executive</u> | <input checked="" type="checkbox"/> | _____ |
| <u>Legal Agent</u> | _____ | _____ |

FISCAL AGENT: _____

10/21/74 1st Reading

FLOOD DAMAGE PREVENTION ORDINANCE

FOR

SULLIVAN COUNTY, TENNESSEE

AN ORDINANCE TO PROMOTE THE HEALTH, SAFETY, CONVENIENCE AND WELFARE OF THE INHABITANTS BY REGULATING THE CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES IN THE FLOOD PLAINS OF KENDRICK CREEK IN THE 13TH, 14TH, AND 15TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

This ordinance is adopted under the authority granted by Sections 14-401 through 14-416, Tennessee Code Annotated.

WHEREAS, Sullivan County, Tennessee has on several occasions in the past suffered damage as a result of floods on Kendrick Creek;

WHEREAS, it is reasonable to expect that floods even larger and more destructive than those of the past could occur at any time in the future; and

WHEREAS, it is recognized that further encroachment into the flood plains of Kendrick Creek will have an adverse affect on the ability of this stream to carry flood water which will in turn increase the hazard to life and limb in the potential for flood damage;

NOW, THEREFORE, be it ordained by the Quarterly Court of Sullivan County, Tennessee, as follows:

SECTION I. DEFINITIONS

For the purpose of this ordinance certain terms used herein are defined as follows:

- A. Land Subject to Flood. Land subject to flood shall be considered the land flooded by the one hundred year flood, the elevations of which are shown on the chart and map "High Water Profiles, Kendrick Creek, Vicinity of Sullivan County, Tennessee," prepared by the Tennessee Valley Authority, dated October 1973, which chart and map is made a part of this ordinance.
- B. One Hundred Year Flood. The one hundred year flood is a flood having an average frequency of occurrence of once in one hundred years, although the flood may occur in any year. It is based on statistical analysis of stream flow records available for the watershed and analysis of rainfall and runoff characteristics in the general region of the watershed.
- C. Floodway. A stream channel and adjacent overbank area needed to pass the one hundred year flood without an undue increase in height. The boundaries of the floodway are shown on the map entitled "Kendrick Creek, Sullivan County, Tennessee," October 1973.
- D. Structure. Any combination of materials including buildings, constructed or erected, the use of which requires location on the ground or attachment to

anything having location on the ground and including among other things signs, billboards, fences and landfill.

SECTION II. FLOODWAY

A floodway, as shown on the floodway map of Sullivan County, Tennessee and described in Section I, is established to facilitate the needs of Kendrick Creek to carry the abnormal flows in time of flood; to prevent encroachment into the flood plain which will increase flood heights and flood damage; and to prevent insofar as possible the loss of life and damage to property in the area of greatest flood hazard.

Within the floodway buildings or structures which will restrict the flow of flood water or otherwise create conditions hazardous to life and property are prohibited.

The Building Commissioner shall not issue a building permit for any building or structure that does not comply with the intent of this ordinance. In his review of a request for building permits, the Building Commissioner may utilize the services of a competent engineer and shall be guided in his decision by the following standards, keeping in mind that the purpose of the floodway is to prevent encroachment into the flood plain which will unduly increase flood heights and endanger life and property:

- A. Any building or structure permitted shall be of a type not appreciably damaged by floodwaters, provided no structures for human habitation shall be permitted;
- B. No filling of land shall be permitted;
- C. Any building or structure permitted shall be designed to have a minimum effect upon the flow of water;
- D. Any building or structure permitted shall be firmly anchored to prevent the building or structure from floating away and thus threatening to block bridge openings in restricted sections of the creek;
- E. Where in the opinion of the Building Commissioner topographic data, engineering and other studies are needed to determine the effects of flooding on a proposed structure, and/or the effect of the structure on the flow of the water, the Building Commissioner may require the applicant to submit such data and/or studies prepared by the competent engineers or other technical people.
- F. Any building or structure proposed to be located within one hundred feet of Kendrick Creek must be approved by the Building Commissioner.

- G. The granting of any building or structure shall not constitute a representation, guarantee or warranty of any kind or nature by Sullivan County or by any officer employed thereof of the practicability or safety of any building or structure or other plan proposed, and shall create no liability upon or cause of action against such public body or official or any employee for any damage that may result pursuant thereto.

SECTION III. FLOODWAY FRINGE AREA

The construction, alteration, and moving of any building or structure in any area outside the floodway but on land subject to flood is defined by Section I of this ordinance, shall be subject to the following regulations:

- A. No building or structure shall be erected and no existing building or structure shall be moved unless the main floor of said building or structure is at the higher elevation than the one hundred year flood as defined under Section I.
- B. No basement or other floors shall be constructed below or at a lower elevation than the main floor.

- C. Land may be filled provided such fill does not encroach into the floodway and provided such fill extends 25 feet beyond the limits of the structure erected thereon.

SECTION IV. ENFORCEMENT

- A. Enforcing Officer. The provisions of this ordinance shall be administered and enforced by the County Building Commissioner. This official shall have the right to enter upon any premises necessary to carry out his duties in the enforcement of this ordinance.
- B. Building Permit Required. It shall be unlawful to commence the excavation for or construction of any building or structure including accessory buildings, or to commence the moving or alteration of any building, including accessory buildings within the floodway or on land subject to flood as described in this ordinance, until the Building Commissioner has issued for such work a building permit including a statement that the plans, specifications and intended use of such building in all respects conform to the provisions of this ordinance. Application for a building permit shall be made to the Building Commissioner.

- C. Issuance of a Building Permit. In applying to the Building Commissioner for a building permit, the applicant shall submit a dimensioned sketch or scale plan indicating the shape, size, height, contour elevation, and location of all buildings to be erected, altered or moved, and of any building already on the lot. If the proposed excavation or construction as set forth in the application are in conformity with the provisions of this ordinance, the Building Commissioner shall issue a building permit for such excavation or construction. If a building permit is refused, the Building Commissioner shall state such refusal in writing with cause.
- D. Certificate of Occupancy. Upon the completion of the construction or alteration of a building or structure for which a building permit has been granted, application shall be made to the Building Commissioner for a certificate of occupancy. Within three days of such application, the Building Commissioner shall make a final inspection of the property in question, and shall issue a certificate of occupancy if the building or structure is found to conform to the provisions of this ordinance and the statements made in the application for the

building permit. If such a certificate is refused, the Building Commissioner shall state such refusal in writing, with the cause. No land or building hereafter erected or altered in its use, shall be used until such a certificate of occupancy has been granted.

E. Penalties. Any person violating any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day such violation shall continue shall constitute a separate offense.

F. Remedies. In case any building or structure is erected, constructed, reconstructed, repaired, converted or maintained, or any building, structure or land is used in violation of this ordinance, the Building Commissioner or any other appropriate authority or any adjacent or neighboring property owner who would be damaged by such violation, in addition to other remedies may institute injunction, mandamus or other appropriate action in proceeding to prevent the occupancy or use of such building.

SECTION V. BOARD OF ZONING APPEALS

- A. Creation and Appointment. A Board of Zoning Appeals is hereby established in accordance with Section 13-406, Tennessee Code Annotated, same being Section 6, Chapter 33 of Public Acts of Tennessee of 1935. Such Board of Zoning Appeals shall consist of five members appointed by the Sullivan County Quarterly Court to serve terms of one, two, three, four, and five years respectively; thereafter, terms to be for five years and vacancies filled for the unexpired term only. At least one member of said Board of Zoning Appeals shall also be a member of the Sullivan County Planning Commission. An alternate member may also be appointed by the County Court, but such alternate member shall have power to vote only in the absence of one of the regular members from a Board meeting.

The County Court shall have power to remove any member of the Board for cause, after public hearing.

- B. Procedure. Meetings of the Board of Zoning Appeals shall be held at the call of the chairman or by a majority of the membership and at such other times as the Board may determine. Such chairman, or in

his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact; shall take all evidence necessary to justify or explain its action, and shall keep records of its examinations and of other official action, all of which shall be immediately filed in the office of the Board and shall be a public record.

- C. Appeals: How Taken: An appeal to the Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved, or by any governmental officer, department, board or bureau affected by any decision of the Building Commissioner based in the whole or part on provisions of this ordinance. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the Building Commissioner and with the Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. The Building Commissioner shall transmit forthwith to the Board all papers constituting the record upon which the action appealed was taken. The Board shall

fix a reasonable time for the hearing of the appeal give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon hearing, any party may appear in person or by agent or attorney.

D. Powers. The Board of Zoning Appeals shall have the following powers:

1. Administrative Review. To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision, determination or refusal made by the Building Commissioner or other administrative official in the carrying out or enforcement of any provision of this ordinance.
2. Variance. To hear and decide applications for variance from the terms of this ordinance, but only where, it can be shown that the Building Commissioner has erred in his order or decision.
3. Action of the Board of Zoning Appeals. In exercising the aforementioned powers, the Board of Zoning Appeals may, in conformity with the

provisions of this ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and to that end shall have all powers of the Building Commissioner. The concurring vote of a majority of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to authorize any variance from the terms of this ordinance.

SECTION VI. LEGAL STATUS PROVISION

- A. Conflicts with Other Ordinances. In case of conflicts between this ordinance or any part thereof and the whole or part of any existing or future ordinance of Sullivan County, Tennessee, the most restrictive shall in all cases apply.
- B. Validity. If any section, clause, provision, or portion of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause

provision or portion of this ordinance which is not of itself invalid or unconstitutional.

- C. Effective Date. This ordinance shall take effect and be in force thirty days from and after its passage, the public welfare demanding it.

LISTED below you will find the communities and counties in Tennessee that have been designated by HUD to have special flood hazards but have not been approved for Federal Flood Insurance as of this date and according to the latest records available in this office. The area has 1 year or until July 1, 1975, which ever is later from their identification date to be declared eligible for the Federal Flood Program. After July 1, 1975, or 1 year from the date of the identification date, properties in these areas will not be eligible for federally approved loans or other forms of Federal assistance.

| <u>TOWN OR CITY</u> | <u>IDENTIFICATION DATE</u> | <u>TOWN OR CITY</u> | <u>IDENTIFICATION DATE</u> |
|---------------------|----------------------------|---------------------|----------------------------|
| Adams | November 15, 1974 | Lewisburg | March 1, 1974 |
| Alexandria | June 7, 1974 | Liberty | August 9, 1974 |
| Auburntown | August 2, 1974 | Linden | June 14, 1974 |
| Bell Buckle | June 14, 1974 | Lynnville | June 14, 1974 |
| Bells | January 10, 1975 | Lynardville | May 17, 1974 |
| Benton | November 8, 1974 | Medina | January 3, 1975 |
| Bethel Springs | June 28, 1974 | Milan | May 24, 1974 |
| Bradford | June 21, 1974 | Moscow | May 10, 1974 |
| Brighton | August 23, 1974 | Mountain City | March 1, 1974 |
| Bristol | March 8, 1974 | Obion | January 31, 1975 |
| Bruceton | January 10, 1975 | Oneida | June 14, 1974 |
| Byrdstown | June 21, 1974 | Petersburg | February 15, 1974 |
| Camden | June 14, 1974 | Pulaski | May 24, 1974 |
| Centerville | February 1, 1974 | Ramer | November 29, 1974 |
| Chapel Hill | June 14, 1974 | Red Boiling Springs | June 7, 1974 |
| Charleston | February 1, 1974 | Richard City | February 1, 1974 |
| Church Hill | May 10, 1974 | Ridgetop | June 7, 1974 |
| Clarksville | September 6, 1974 | Rives | January 3, 1975 |
| Cleaveland | March 1, 1974 | Rogersville | February 15, 1974 |
| Copperhill | May 10, 1974 | Rossville | July 19, 1974 |
| Cowan | June 14, 1974 | Saltillo | June 14, 1974 |
| Cross Plains | January 24, 1975 | Signal Mountain | June 14, 1974 |
| Crossville | June 14, 1974 | Smithville | May 31, 1974 |
| Dayton | March 1, 1974 | Sneedville | February 1, 1974 |
| Decatur | June 14, 1974 | Somerville | May 17, 1974 |
| Dowelltown | June 28, 1974 | South Carthage | August 23, 1974 |
| Dunlap | May 24, 1974 | Spring Hill | May 17, 1974 |
| Dyersburg | June 14, 1974 | Springfield | June 14, 1974 |
| Dyer | May 31, 1974 | Stanton | January 3, 1975 |
| Eagleville | August 23, 1974 | Surgoinsville | May 17, 1974 |
| Englewood | May 17, 1974 | Tellico Plains | March 8, 1974 |
| Estill Springs | February 1, 1974 | Townsend | May 10, 1974 |
| Etowah | May 17, 1974 | Tracy City | May 10, 1974 |
| Finger | September 6, 1974 | Trenton | May 3, 1974 |
| Gadsden | January 24, 1975 | Trimble | January 3, 1975 |
| Gainesboro | June 21, 1974 | Troy | January 24, 1975 |
| Gallatin | August 16, 1974 | Viola | August 9, 1974 |
| Galloway | December 13, 1974 | Wartrace | June 14, 1974 |
| Garland | January 31, 1975 | Waynesboro | June 14, 1974 |
| Gates | January 3, 1975 | White House | May 17, 1974 |
| Gilt Edge | September 13, 1974 | Whitwell | February 15, 1974 |
| Grand Junction | January 31, 1975 | Winchester | June 14, 1974 |
| Graysville | March 8, 1974 | | |
| Greenbrier | June 21, 1974 | <u>COUNTIES</u> | |
| Greeneville | March 1, 1974 | Campbell | November 29, 1974 |
| Halls | January 17, 1975 | Davidson | December 27, 1974 |
| Henderson | May 24, 1974 | Dickson | December 6, 1974 |
| Henning | January 3, 1975 | Henderson | December 20, 1974 |
| Humboldt | May 3, 1974 | Montgomery | August 30, 1974 |
| Iron City | June 14, 1974 | Morgan | January 17, 1975 |
| Jamestown | June 28, 1974 | Putnam | September 13, '74 |
| Kenton | December 27, 1974 | Stewart | September 13, '74 |
| Kimball | June 14, 1974 | Williamson | December 6, 1974 |
| Kingston | March 8, 1974 | Wilson | September 13, '74 |
| LaVergne | June 28, 1974 | | |
| Lebanon | April 12, 1974 | | |

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21st DAY OF APRIL, 19 75

RESOLUTION IN RE: AMENDING 1974-75 SCHOOL B

BE IT RESOLVED THAT

WHEREAS, at the time of preparation of the 1974-75 School Budget, the State Department of Education had not indicated the funding formula for the Mandatory Handicapped Program, the State Reading Program, and other State/Federal programs, and

WHEREAS, since that time certain state and federal funds have been made available to the local school system, and

WHEREAS, there are only \$53,130 in local funds involved from anticipated revenue,

THEREFORE BE IT RESOLVED, That the General Purpose School Fund be amended to include the increases shown on the attached sheet.

INTRODUCED BY ESQ. Akard ESTIMATED COST: \$469,883.00

SECONDED BY ESQ. Arrington PAID FROM General Purpose School FUND

COURT ACTION: DATE SUBMITTED:

ROLL CALL Aye Nay Record + Adopted - Rules waived

VOICE VOTE BY: County Court Clerk

COMMITTEE ACTION: APPROVED: DISAPPROVED:

Education

Budget

FISCAL AGENT:

INCREASES REQUESTED IN 1974-75 GENERAL PURPOSE SCHOOL FUND

| <u>Description</u> | <u>Increase Requested</u> | <u>Source of Revenue</u> |
|---|----------------------------|--------------------------|
| Administration | | |
| 2120.10 County Trustee's Commission | \$ 10,000.00 | Local |
| Instruction | | |
| 2210.11 Travel System-Wide | 3,260.00 | State |
| 2220.19 Travel Expense for System-Wide Personnel | 6,500.00 | State |
| 2210.53 Aides | 8,125.00 | State |
| 2220.9 Contracted Service | 40,480.00 | State |
| 2230.1 Teaching Supplies | 33,457.00 | State |
| Transportation | | |
| 2500.1 Contracts with Vehicle Owners for Pupil Transportation | 35,000.00 | State |
| Operation of Plant | | |
| 2610.2 Custodial | 41,000.00 | State |
| Fixed Charges | | |
| 2851.21 Contributions to Social Security System | 8,239.00 | State and Local |
| 2859 Other Fixed Charges | 44,900.00 | State and Local |
| 2851.21 Contributions to Retirement System | 2,457.00 | State |
| 2851.22 Social Security Handling Charge | 25.00 | State |
| Capital Outlay | | |
| 3273.31 Regular Instruction Equipment | 21,440.00 | State |
| Clearing Accounts | | |
| 3700 School Lunch | 170,000.00 | State |
| 3800 School Milk | <u>45,000.00</u> | State |
| | \$469,883.00 - Total | |
| | <u>-416,753.00</u> - State | |
| | \$ 53,130.00 - Local | |

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21st DAY OF APRIL, 19 75

RESOLUTION IN RE: AMENDING 1974-75 SCHOOL

BE IT RESOLVED THAT

WHEREAS, at the time of preparation of the 1974-75 School Budget, the State Department of Education had not indicated the funding formula for the Mandatory Handicapped Program, the State Reading Program, and other State/Federal programs, and

WHEREAS, since that time certain state and federal funds have been made available to the local school system, and

WHEREAS, there are only \$53,130 in local funds involved from anticipated revenue,

THEREFORE BE IT RESOLVED, That the General Purpose School Fund be amended to include the increases shown on the attached sheet.

INTRODUCED BY ESQ. Akard ESTIMATED COST: \$469,883.00

SECONDED BY ESQ. Arrington PAID FROM General Purpose School FUND

COURT ACTION: DATE SUBMITTED:

ROLL CALL Aye Nay Received + Adopted - Rules waived

VOICE VOTE County Court Clerk

BY:

COMMITTEE ACTION: APPROVED: DISAPPROVED:

Education

Budget

FISCAL AGENT:

NO. 29

~~TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN~~

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21st DAY OF APRIL, 19 75

RESOLUTION IN RE: PUBLIC LAW 89-10 BUDGET

BE IT RESOLVED THAT

WHEREAS, Federal Funds under P.L. 89-10, Titles I and II, have become available since the 1974-75 school budget was adopted, and

WHEREAS, no local funds are involved,

THEREFORE BE IT RESOLVED, That the Public Law 89-10, Title I and Title II Budget be amended and adjusted as shown on the attached sheet.

INTRODUCED BY ESQ. *Adair* ESTIMATED COST: \$485,274.17 - Title I
\$ 23,420.00 - Title II

SECONDED BY ESQ. *John Armstrong* PAID FROM Public Law 89-10 FUND

COURT ACTION: DATE SUBMITTED:

ROLL CALL Aye - Nay - *Rules waived*

VOICE VOTE _____ County Court Clerk

BY: _____

COMMITTEE ACTION: APPROVED: DISAPPROVED:

Education _____

Budget _____

FISCAL AGENT: _____

PUBLIC LAW 89-10, TITLE I, AMENDED

| <u>Code</u> | <u>Name</u> | <u>Amount</u> |
|-------------|--------------------------------------|---------------------|
| 2100 | <u>ADMINISTRATION</u> | |
| | 1. Personnel Services | \$ 29,885.00 |
| | 2. Contractual Services | 750.00 |
| | | <u>\$ 30,635.00</u> |
| 2200 | <u>INSTRUCTION</u> | |
| | 1. Personnel Services | \$343,358.07 |
| | 2. Contractual Services | 2,300.00 |
| | 3. Supplies | <u>32,443.97</u> |
| | | <u>\$378,102.04</u> |
| 2400 | <u>HEALTH SERVICES</u> | |
| | 2. Contractual Services | \$ 16,500.00 |
| 2500 | <u>PUPIL TRANSPORTATION SERVICES</u> | |
| | 2. Contractual Services | \$ 12,800.00 |
| 2600 | <u>OPERATION OF PLANT</u> | |
| | 1. Personnel Services | \$ 4,000.00 |
| 2800 | <u>FIXED CHARGES</u> | |
| | 5. Fixed Charges | \$ 27,237.13 |
| 3100 | <u>COMMUNITY SERVICES</u> | |
| | 4. Materials | \$ 500.00 |
| 3200 | <u>CAPITAL OUTLAY</u> | |
| | 7. Equipment | <u>\$ 15,500.00</u> |
| | TOTAL PUBLIC LAW 89-10, Title I | \$485,274.17 |

PUBLIC LAW 89-10, TITLE II, AMENDED

| <u>Code</u> | <u>Name</u> | <u>Amount</u> |
|-------------|----------------------------------|---------------------|
| 2242.1 | <u>INSTRUCTION</u> | |
| | 1. Library Books | <u>\$ 23,420.00</u> |
| | TOTAL PUBLIC LAW 89-10, Title II | \$ 23,420.00 |

NO. 35 Rules Waived

~~TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN~~

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21 DAY OF April, 19 75

RESOLUTION IN RE: HEALTH DEPARTMENT BUDGET

BE IT RESOLVED THAT

a transfer of \$2,308.24 be made in the budget of the Health Department 806.9. The money to be transferred from the milk sanitation fund 61.9 in the amount of \$2,116.24 and the dental fund 61.72 in the amount of \$192.00. The total amount to be transferred to the Health Department budget will be as follows:

| | |
|--------------------|------------|
| Object Account 200 | \$1,208.24 |
| Object Account 300 | 1,100.00 |
| Total | 2,308.24 |

INTRODUCED BY ESQ. Myers ESTIMATED COST: _____

SECONDED BY ESQ. _____ PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL Aye Nay

VOICE VOTE _____ County Court Clerk
BY: _____

| | | |
|-------------------|-----------|--------------|
| COMMITTEE ACTION: | APPROVED: | DISAPPROVED: |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

FISCAL AGENT: _____

NO. 34

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN _____ REGULAR _____ SESSION

MET THIS THE 21st DAY OF APRIL, 19 75

RESOLUTION IN RE: PURCHASE OF COAL FOR SULLIVAN COUNTY

BE IT RESOLVED THAT

WHEREAS, the Sullivan County School Department has exhausted its funds for the purchase of coal in 1974-75 Fiscal Year Budget and

WHEREAS, sufficient coal has been purchased to operate in the remaining fiscal year, and

WHEREAS, 2000 additional tons can be purchased under the existing contract at a rate of \$40.00 per ton, which is expected to increase next year.

BE IT RESOLVED, that the Sullivan County Purchasing Agent be authorized to purchase from 2,000 to 2,500 tons of coal at \$40.00 per ton and hold in inventory until July 1, 1975, at which time it will be sold to the Sullivan County School Department.

INTRODUCED BY ESQ. Reed ESTIMATED COST: _____

SECONDED BY ESQ. _____ PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL ^{Aye} Received + Adopted with Rule waived ^{Nay} _____

VOICE VOTE _____ BY: _____
County Court Clerk

COMMITTEE ACTION: APPROVED: DISAPPROVED:

FISCAL AGENT: _____

Y

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN Regular SESSION

MET THIS THE 21st DAY OF April, 19 75

RESOLUTION IN RE: CATEGORY 20 INSTRUMENT LANDING SYSTEM

BE IT RESOLVED THAT

Sullivan County be authorized to enter into a grant agreement with the Federal Aviation Agency on the project. Total cost of this project is approximately three (3) million dollars. FAA share is 2.5 million. The Airport has sufficient funds to pay the remaining, no cost to the County.

INTRODUCED BY ESQ. Barnes ESTIMATED COST: _____

SECONDED BY ESQ. Torbett PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

ROLL CALL Aye R Nay

VOICE VOTE Decided & Adopted County Court Clerk

Rules waived BY: _____

COMMITTEE ACTION: APPROVED: DISAPPROVED:

FISCAL AGENT: _____

4/21/75 passed

CERTIFICATE

I, Marjorie S. Harr, the
duly appointed, qualified and acting County Court Clerk
of Sullivan County, Tennessee, do hereby certify that
the attached extract from the Minutes of a _____
meeting of the Sullivan County Quarterly Court
of the said Sullivan County, Tennessee
held on _____, is a true and
correct copy of the original Minutes of said meeting on file
and of record insofar as said original Minutes relate to the
matters set forth in attached extract, and I do further cer-
tify that the copy of the Resolution appearing in said
attached extract is a true and correct copy of such Resolution
adopted and said meeting and on file and of record.

In testimony hereof, I have hereunto set my hand and the seal
of said Sullivan County, Tennessee
this _____ day of _____, 19__.

County Court Clerk

SEAL

EXTRACT FROM THE MINUTES OF A _____ MEETING OF THE QUARTERLY COUNTY
COURT OF THE COUNTY OF SULLIVAN, TENNESSEE HELD ON _____.

The following resolution was introduced by _____,
seconded by _____, read in full, considered and adopted:

Resolution Authorizing and Approving the Execution of a Grant Agreement between the County of Sullivan, Tennessee, and the United States of America, Federal Aviation Administration, Providing for Federal Aid in the Development of, and the Operation and Maintenance of

Tri-City Airport _____:

SECTION 1. That the County of Sullivan, Tennessee shall enter into a grant agreement for the purpose of obtaining Federal Aid in the development of the Tri-City Airport when a Grant Offer is tendered by the Federal Aviation Administration and that such agreement shall be substantially as set forth hereinbelow.

SECTION 2. That the County Judge of the County of Sullivan, Tenn. is hereby authorized and directed to accept and to execute said Grant Agreement in a set of 11 copies on behalf of the County of Sullivan, Tenn. and the County Clerk is hereby authorized and directed to impress the official seal of the County of Sullivan, Tennessee and to attest said execution.

SECTION 3. That the authority hereinbefore granted to the County Judge in Section 2 of this Resolution shall be deemed to include authority to execute said Grant Agreement even though said Grant Agreement as submitted contain special conditions and provisions, it being the intent of this body to accept such Grant Agreement with whatever special conditions and provisions therein as may be required by the Administrator of the Federal Aviation Administration, acting pursuant to the Federal Airport Act and the Federal Airport Regulations. It is also the intention of this body that in accepting the Grant Agreement and its execu-

tion the County Judge act for and on behalf of the Court and that said Grant Agreement shall be ratified in its final form at a subsequent meeting of the County Court and entered upon the Minutes in the final form as accepted and executed by the County Judge.

SECTION 4. That the County Judge is hereby authorized and directed to insert into the record of the Grant Agreement hereinbelow shown the words and figures pertaining to dates, names, project number, description of airport development, the amount of Grant Offer and all such other words and figures as may appear on the Grant Agreement Form ACA-1632 as offered to Sullivan County by the Administrator of the Federal Aviation Administration pursuant to the Project Application for the Tri-City Airport now pending, it being the intent of this body to approve such insertion of words and figures by the County Judge and to record such approval at the subsequent meeting of the County Court.

SECTION 5. That the Grant Agreement referred to hereinabove shall be substantially as follows:

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer

Project No.

Contract No.

Airport

TO: Cities of Bristol, Va., Bristol, Kingsport & Johnson City and
 Counties of Washington & Sullivan, Tennessee
 (herein referred to as the "Sponsor") *

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated _____, for a grant of Federal funds for a project for development of the _____ Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

1. Acquire Land
2. Site Preparation Cat. II ILS
3. Install Centerline and Touchdown Zone Lighting (R/W 22)
4. Cat. II Marking for R/W 4-22
5. Emergency generator including new lighting vault
6. Obstruction survey
7. Approach and Transition Obstruction Removal
8. Strengthening R/W 22 (3,000" North end)
9. Expand GA Apron, including fence, road and sewer relocations.
10. Ground perimeter fence
11. Install automatic gates
12. Replace threshold light lenses R/W 4-22 and 9-27
13. Radio Equipment for CFR units
14. Relocation expenses

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

* Where the term "Sponsor" is used in this Agreement, same shall mean "Co-Sponsors".

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, eighty (80) percentum of all allowable project costs from funds appropriated under the Airport and Airway Development Act.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$2,501,600 from funds appropriated under the Airport and Airway Development Act.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
 - (a) Incorporate or cause to be incorporated in each contract for construction work under the Project, or any modification thereof, the equal opportunity clause incorporated by reference in Section 151.54 of the Federal Aviation Regulations and as set forth in Section 60-1.3(b)(1) of the regulations of the President's Committee on Equal Employment Opportunity (41 CFR 60-1);
 - (b) Incorporate or cause to be incorporated in each proposal for construction work under the Project the provisions prescribed by Section 151.54(d)(1) of the Regulations;
 - (c) Be bound by said equal opportunity clause in any construction work under the Project which it performs itself other than through its own permanent work force directly employed or through the permanent work force directly employed by another agency or government;
 - (d) Cooperate actively with the FAA and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee;
 - (e) Furnish the FAA and the Committee such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance;
 - (f) Refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to Part III, subpart D of Executive Order 10925.

- (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.
9. The sponsor's financial records of the project, established, maintained, and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Administration (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.
10. It is understood and agreed that the terms "Administrator of the Federal Aviation Administration," "Administrator," or "Federal Aviation Administration" wherever they appear in this Agreement, in the Project Application plans and specifications, or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.
11. Notwithstanding the provision of Paragraph 3, Part III, of the Project Application, the sponsor covenants and agrees that it: (a) will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the airport, or at any other airport now or hereafter owned or controlled by it; (b) agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity; (c) agrees that it will terminate any existing exclusive right to engage in the sale of aviation gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and (d) agrees that it will terminate any other exclusive right relating to the conduct of any aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

12. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances of the Project Application dated 30 May 1969; and therefore, it is understood and agreed that the sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.
13. It is mutually agreed and understood that payment under this Agreement will be limited to fifty percentum of the United States' share until the approaches to the runways have been cleared in accordance with Paragraph 7, Part III - Sponsor's Assurances of the Project Application dated 30 May 1969.
14. It is mutually understood and agreed that no Federal payment will be made under this Agreement until an acceptable airport layout plan has been submitted by the sponsor and approved by FAA.
15. It is understood and agreed that the sponsor has available and will pay \$15,540 from its own funds as its share of all allowable project costs. It is further understood and agreed that in the event the actual allowable costs of the project fall below the amount of \$38,960 on which this grant is based, the percentage of allowable costs to be paid from funds appropriated pursuant to Section 214 of the Appalachian Regional Development Act shall be reduced to the amount which, when combined with sponsor funds of \$15,540, will equal but not exceed 50 percent of the actual allowable costs of the project.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall constitute a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By _____
Acting Memphis Area Manager, Southern Region

Part II - Acceptances

The Cities of Bristol, Johnson City, Kingsport, Tennessee, and Bristol, Virginia, and Counties of Sullivan and Washington, Tennessee, do hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept said Offer and by such acceptance agree to all of the terms and conditions thereof.

Executed this _____ day of _____, 1966.

| | | |
|---------|-------|---------------------------------|
| (SEAL) | | CITY OF BRISTOL, TENNESSEE |
| Attest: | _____ | By _____ |
| Title: | _____ | Title _____ |
| (SEAL) | | CITY OF JOHNSON CITY, TENNESSEE |
| Attest: | _____ | By _____ |
| Title: | _____ | Title _____ |
| (SEAL) | | CITY OF KINGSFORT, TENNESSEE |
| Attest: | _____ | By _____ |
| Title: | _____ | Title _____ |

(SEAL)

Attest: _____

Title: _____

(SEAL)

Attest: _____

Title: _____

(SEAL)

Attest: _____

Title: _____

CITY OF BRISTOL, VIRGINIA

By _____

Title _____

COUNTY OF SULLIVAN, TENNESSEE

By _____

Title _____

COUNTY OF WASHINGTON, TENNESSEE

By _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Cities of Bristol, Johnson City, Kingsport, Tennessee, and Bristol, Virginia, and the Counties of Sullivan and Washington, Tennessee, do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Cities of Bristol, Johnson City, Kingsport, Tennessee, and Bristol, Virginia, and the Counties of Sullivan and Washington, Tennessee, relating thereto, and find that the acceptance thereof by said Cities of Bristol, Johnson City, Kingsport, Tennessee, and Bristol, Virginia, and Counties of Sullivan and Washington, Tennessee, has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Tennessee and the State of Virginia, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 1966.

Title _____

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN Regular SESSION

MET THIS THE 21st DAY OF April, 19 75

RESOLUTION IN RE:

BE IT RESOLVED THAT

the Sullivan County Highway Department be empowered to remove debris from a drainage cave on the property of W. Allen Affield. All water flowing from Holston Valley Junior High School and adjoining areas must pass through this cavern. One house has been flooded twice since Christmas and several houses and a church partially flooded.

INTRODUCED BY ESQ. Fleenor ESTIMATED COST:

SECONDED BY ESQ. PAID FROM FUND

COURT ACTION: Aye Nay DATE SUBMITTED:

ROLL CALL

VOICE VOTE County Court Clerk

BY:

COMMITTEE ACTION: APPROVED: DISAPPROVED:

FISCAL AGENT:

NO. [#] 38

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN _____ SESSION

MET THIS THE 21ST. DAY OF APRIL, 1975

RESOLUTION IN RE: _____

BE IT RESOLVED THAT

THE SULLIVAN COUNTY HIGHWAY COMMISSIONER BE AUTHORIZED BY THE SULLIVAN COUNTY COURT, TO ROCK BASE, AND BLACKTOP THE TRUCK ENTRANCES OF THE SULLIVAN COUNTY VOLUNTEER FIRE STATIONS.

(Subject to legal opinion)

INTRODUCED BY ESQ. *Bill D...* ESTIMATED COST: _____

SECONDED BY ESQ. *C. Lake ...* PAID FROM _____ FUND

COURT ACTION: _____ DATE SUBMITTED: _____

Aye Nay

ROLL CALL

VOICE VOTE *Rules waived* County Court Clerk

BY: _____

COMMITTEE ACTION: APPROVED: DISAPPROVED:

FISCAL AGENT:

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN

COUNTY QUARTERLY COURT IN REGULAR SESSION

MET THIS THE 21st DAY OF April, 19 75

RESOLUTION IN RE: BRIDGES

BE IT RESOLVED THAT

The Sullivan County Quarterly Court request the Sullivan County Highway Department to repair four (4) bridges located in the Colonial Heights and the Rock Springs area that were destroyed in the recent flooding.

INTRODUCED BY ESQ. Morrell ESTIMATED COST:

SECONDED BY ESQ. PAID FROM FUND

COURT ACTION: Aye Nay DATE SUBMITTED:

ROLL CALL

VOICE VOTE County Court Clerk

BY:

COMMITTEE ACTION: APPROVED: DISAPPROVED:

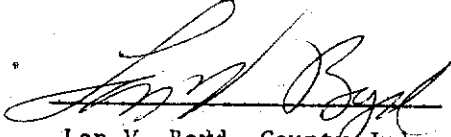
[Blank lines for committee action]

FISCAL AGENT:

[Blank line for fiscal agent]

April 21, 1975

And thereupon Court Adjourned to meet again June 9, 1975


Lon V. Boyd, County Judge

