

JULY 7, 1982

WEDNESDAY EVENING, JULY 7, 1982

BE IT REMEMBERED THAT:

COUNTY COMMISSIONERS MET PURSUANT TO ADJOURNMENT FOR AN ADJOURNED SESSION OF SULLIVAN COUNTY BOARD OF COMMISSIONERS OF BLOUNTVILLE, TENNESSEE MET IN SESSION THIS WEDNESDAY EVENING, JULY 7, 1982, WAS PRESENT AND PRESIDING THE HONORABLE LON V. BOYD, COUNTY CHAIRMAN, AND MARJORIE S. HARR, COUNTY CLERK, AND MIKE GARDNER, COUNTY SHERIFF OF SAID BOARD OF COMMISSIONERS, AND FULL QUORUM OF COMMISSIONERS OF SAID COUNTY TO WITNESS:

COMMISSIONERS PRESENT AND ANSWERING ROLL CALL:

AKARD, AMMONS, ARRINGTON, BARNES, BLALOCK, DIXON, FLEENOR, GREENE, HARR, HEAPE, HENDRICKSON, HOOD, HOUSER, ICENHOUR, KING, LANGSTAFF, MILLS, MORRELL, OLTERMAN, POE, SMITH, TAFT, THOMAS.

COMMISSIONERS ABSENT:

BLEDSOE, MCKAMEY.

RESOLUTIONS FOR SECOND READING:

1. RESOLUTION IN RE: CLOSING OF STREET
IN AKARD ADDITION

BE IT RESOLVED THAT the undeveloped section of High Street, located in Akard Subdivision off of Highway #126 in the 5th Civil District, which is approximately 250 feet in length and 40 feet wide, be closed and divided between the two property owners.

This road dead ends into a fence and is adjoined by Albert Dishner and I. W. Stewart. This road was on the original subdivision drawings but was never developed. It is approximately 30 years old.

<u>INTRO BY</u>	<u>REFERRED TO</u>	<u>COMMITTEE ACTION</u>
Akard	Executive	

2. RESOLUTION IN RE: OIL & GAS LEASE
APPROVED BY
COMMISSIONERS

BE IT RESOLVED THAT County Judge, Lon V. Boyd, and County Attorney, John S. McLellan, III will prepare an oil & gas lease for Sullivan County to lease it's properties to oil & gas companies and that a copy of said lease will be sent to all Commissioners.

WHEREAS, this lease shall be subject to approval of the Sullivan County Board of Commissioners.

<u>INTRO BY</u>	<u>REFERRED TO</u>	<u>COMMITTEE ACTION</u>
Arrington	Executive	

3. RESOLUTION IN RE: WATER LINES & FIRE
HYDRANTS

BE IT RESOLVED THAT:

SUGGESTED POLICY FOR
WATER LINE EXTENSION, SIZE OF WATER LINES
AND
INSTALLATION OF FIRE HYDRANTS

With the ever increasing subdivision development in Sullivan County and due to the lack of past policy to govern the installation of proper size water lines and fire hydrants, urbanization has taken place and is continuing to take place without sufficient facilities to provide for adequate fire fighting. Even though Sullivan County has what is recognized as one of the best Volunteer fire fighting units in any county in Tennessee, their efforts are often frustrated because of the absence of fire hydrants and/or inadequate water lines. It is suggested, therefore, that Sullivan County, incorporated cities, and the various utility commissions work together to insure that any future installation of these facilities by land developers

or utility commissions be of sufficient size and properly located in order to meet the fire fighting needs of Sullivan County. This policy would reduce the risk of heavy loss due to fire. The following policies are suggested in order to meet these objectives:

1. All major construction, reconstruction and changes in any water distribution system shall be reviewed and approved by the County. This policy shall cover subdivision installations, extensions to subdivisions, extensions to serve unplatted property and replacement mains. It shall not include routine maintenance to the system.
2. That each utility commission coordinate its efforts with the County and other utility commissioners by the exchange of plans for major improvements within the utility system.
3. That the utility district review proposed developments prior to construction and indicate size and location of improvements including water and sewer mains and laterals, fire hydrants, valves, catch basins and manholes and extension within the property boundaries to facilitate future developments.
4. That the utility commission indicate satisfactory completion of these facilities to meet these standards by means of a signature on the final subdivision plat.
5. That the planning commission refuse final plat approval until number four (4) is evidenced.
6. That a minimum six inch water line and fire hydrants shall be required in the development of all new subdivisions unless the subdivision is an existing street supplied by water service. Two inch lines may be placed in dead-end or loop streets or in other areas provided that no building is no more than 600 feet from any six inch water line or fire hydrant.
7. That all water line extensions to subdivisions, extensions to serve unplatted property, and replacement mains shall be a minimum of six inch unless otherwise approved by the county.

INTRO BY

REFERRED TO

COMMITTEE ACTION

Ammons

COUNTY JUDGE'S REPORT

-4-

June 24, 1982

4. RESOLUTION IN RE:

AGREEMENT BETWEEN THE
COUNTY AND CITY OF
KINGSPORT ON BOND

AGREEMENT

THIS AGREEMENT, made and entered into on this the ____ day of _____, 1982, by and between COUNTY OF SULLIVAN, a political subdivision of the State of Tennessee, hereinafter referred to as "County", and the CITY OF KINGSPORT, a municipal corporation of the State of Tennessee, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, the City of Kingsport has annexed certain territory within the previously rural portions of Sullivan County, Tennessee; and

WHEREAS, pursuant to the provisions of Section 6-51-111, Tennessee Code Annotated, as amended, which requires an annexing municipality to attempt to reach agreement in writing with an effected instrumentality of the State of Tennessee, to wit County, for the allocation and conveyance to the City of any or all public functions, rights, duties, property, assets and liabilities of said County that justice and reason may require under the circumstances; and

WHEREAS, County has outstanding a Rural School Improvement Bond issue authorized in 1975 pertaining to the construction, renovation and equipment of certain school properties, which debt is financed in part by payment of the Rural Debt Service Fund portion of the Sullivan County tax rate; and

WHEREAS, this agreement is being entered by City and County for the specific purpose of resolving all situations arising out of the annexation of a certain eight hundred and six acre (806) acre tract commonly referred to as the Preston Forest-East Stone Drive Annexation area, as well as Brookside Drive Annexation Area, (12 acres), and the Kingsport Regional Service Park Annexation Area, (322 acres), said territory having been made part of a special school district and subject to assessment to pay principal and interest payments on said Rural School Improvement Bond Issue authorized in 1975 through the Rural Debt Service Fund of the County prior to the date of said annexations by City; and

WHEREAS, in accordance with the provisions of Section 6-51-111, Tennessee Code Annotated, as amended, the parties do hereby agree as follows:

NOW, THEREFORE, and in consideration of the following covenants mutually binding upon the parties hereto, the County and the City do hereby agree:

1. That with respect to the Preston Forest-East Stone Drive Annexation Area, the Brookside Drive Annexation Area, and the Kingsport Regional Service Park Annexation Area, that the City shall reimburse the County for that revenue lost when taxpayers residing in an annexation area would not be required to pay the 1975 Rural Debt Service Fund portion of the County tax rate; and that to determine the percent of assessment lost by the County, the assessed valuation of any annexed property would be divided by the total assessed value of

any rural property prior to annexation. To determine the City's portion of reimbursement for the referenced debt, this percent would be multiplied by the Rural Debt Service Retirement requirements for such period and at such time as is required by the County's existing debt service obligations. Said payments by City to County shall be made on an annual basis over the course of years until said Rural School Improvement Bond Issue authorized in 1975 is retired.

2. That the parties further agree that the County shall reimburse all individual property owners and taxpayers residing in the Preston Forest-East Stone Drive Annexation Area, the Brookside Drive Annexation Area, and the Kingsport Regional Service Park Annexation Area for any taxes collected by the County for the benefit of the Rural Debt Service Fund from the effective dates of annexation, up to the present, plus lawful interest which may have accrued up to the date of payment. The City agrees to reimburse to the County within two (2) years from the date of payment by the County to the aforesaid property owners and taxpayers, the amount of tax so reimbursed by the County exclusive of any interest paid by County in equal annual installments.

3. This agreement specifically resolves all situations arising out of the annexation of the Preston Forest-East Stone Drive Annexation Area, the Brookside Drive Annexation Area, and the Kingsport Regional Service Park Annexation Area, and constitutes the entire agreement between the parties.

INTRO BY

Harr

REFERRED TO

COMMITTEE ACTION

COUNTY JUDGE'S REPORT

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June 24, 1982

5. RESOLUTION IN RE:

MEMORANDUM OF UNDER
STANDING BETWEEN THE
COUNTY & CITY OF KINGSP

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into on this the _____ day of _____, 1982, by and between the County of Sullivan, a political subdivision of the State of Tennessee, hereinafter referred to as "County", and the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter referred to as "City".

W I T N E S S E T H

WHEREAS, the City of Kingsport has annexed certain portions of Sullivan County in the immediate proximity of its corporate boundaries; and

WHEREAS, said annexations in recent years have given rise to questions regarding contribution on the part of the City to the County towards reimbursement upon some form of pro rata basis of the outstanding indebtedness arising from a Rural School Improvement Bond issue authorized in 1975 which was secured by the creation of a special Rural School Improvement District consisting of all rural territories of said County not included within the boundaries of the municipalities of Kingsport and Bristol contained therein; and

WHEREAS, said outstanding Rural School Improvement Bond Issue authorized in 1975 and other existing debt service requirements pertains to the construction, renovation, and equipment of certain school properties, specifically Sullivan North High School, Sullivan South High School, Rock Springs Elementary School, and Miller Perry Elementary School, which debt is financed in part by the payment of rural debt service fund portion of the Sullivan County tax rate; and

WHEREAS, the City has annexed certain territory in the County, said territory having been made a part of a special school district and subject to assessment to pay principal and interest on said Rural School Improvement Bond issue authorized in 1975 through the Rural Debt Service Fund of the County prior to the date of subsequent annexations by City; and

WHEREAS, it has been determined to be in the best interests of the welfare of said City and County to reach some accord and understanding as a guide to the allocation and conveyance of all public functions, rights, duties, property, assets and liabilities of said County that justice and reason may require under circumstances then existing occasioned by any future annexations of territory of said County by the City in accordance with the requirements for said annexing City and affected County to reach an agreement in writing with respect to said concerns or submit to arbitration in accordance with provisions of Section 6-51-111, Tennessee Code Annotated, as amended; and

NOW, THEREFORE, said parties do hereby mutually agree and understand, as a matter of common intent, to use as a guideline for agreements concerning future annexed territories pursuant to the provisions of Section 6-51-111, Tennessee Code Annotated, as amended, the following:

1. That with respect to future annexations of said territory, whether or not said annexations involve the actual takeover of physical facilities and equipment within the referenced special Rural School Improvement District created to secure the bonded indebtedness authorized by the Sullivan County Commissioners in 1975, to follow to the extent that justice and reason require, the agreement made and entered into by and between the parties dated the ____ day of _____, 1982, concerning the resolution of all situations arising out of the annexation of a certain eight hundred and six acre (806) tract of land more commonly referred to as the Preston Forest-East Stone Drive Annexation Area, Brookside Drive Annexation Area, (12 acres), and Kingsport Regional Service Park Annexation Area, (322 acres), and to be guided by the formula for computation of said pro rata share of bonded indebtedness liability as set forth therein, to wit:

That the City shall reimburse the County for that revenue lost when taxpayers residing in an annexation area would not be required to pay the 1975 Rural Debt Service Fund portion of the County tax rate; and that to determine the percent of assessment lost by the County, the assessed valuation of any annexed property would be divided by the total assessed value of any rural property prior to annexation. To determine the City's portion of reimbursement for the referenced debt, this percent would be multiplied by the Rural Debt Service Retirement requirements for such period and at such time as is required by the County's existing debt service obligations.

2. The foregoing formula shall be used as a guideline and basis for future agreements as annexations occur and to the extent that circumstances then existing require modification of the application of the formula as set forth herein, if any, as justice and reason may require of the parties in attempting to reach agreement through negotiation pursuant to provisions of Section 6-51-111, Tennessee Code Annotated, as amended.

WITNESS the signatures of the respective parties, each by their duly authorized representative, said instrument being executed in duplicate original form this the day and date first above written.

INTRO BY

REFERRED TO

COMMITTEE ACTION

Harr

COUNTY JUDGE'S REPORT

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June 24, 1982

6. RESOLUTION IN RE: CETA STIPULATION OF AGREEMENT

BE IT RESOLVED THAT the Sullivan County Board of Commissioners approve the attached stipulation of agreement with the Department of Labor. This agreement is to settle all claims against Sullivan County concerning the audit of the CETA program for the period 1974 through September 30, 1976. This agreement stipulates that Sullivan County will provide services to the CETA programs at no cost until the \$39,845.80 is satisfied.

<u>INTRO BY</u>	<u>REFERRED TO</u>	<u>COMMITTEE ACTION</u>
Harr	Budget	

7. RESOLUTION IN RE: TAX RELEASE

BE IT RESOLVED THAT the Sullivan County Board of Commissioners approve Tax Release for the 1980 tax year which total \$577,430.84.

<u>INTRO BY</u>	<u>REFERRED TO</u>	<u>COMMITTEE ACTION</u>
Harr		

STATE OF TENNESSEE
COUNTY OF SULLIVAN

JULY 7, 1982

ELECTION OF NOTARIES

WALLACE D. ALLEY	R. HAYDEN HAMPTON
M. JEANETTE ARNOLD	JOHN A. HAYNES
MILLARD C. ARNOLD, SR.	HOWARD S. HITE
MRS. JUDY CAROLE BACON	DAVID H. HORNIK
GEORGE WALLACE BRIDWELL	JOYCE D. JOHNSON
MARY HELEN BROWN	SUE B. JONES
CAROLYN S. BUCHANAN	EVA V. LAYTON
A. HOPE BYRD	JERRY L. LIVELY
MIKE CARICO	ELAINE RIDDLE LYDIATT
WILLIAM H. CATE	BARBARA E. LYONS
JANIE L. CHILDRESS	DOROTHY S. MCDAVID
CHARLTON R. DEVAULT	JAMES D. OVERBAY
JERRY C. DESPAIN	JOYCE PIERCE PARRISH
THOMAS A. DODSON, JR.	BOBBY D. PIERSON
WM. CHARLES DUNLAP	PAMELA BOWMAN PINKERTON
WALTER F. FISHER	MARGARET M. SMITHSON
ELLA JANE FOGLEMAN	JAMES E. STIPES
ROMA LEE GIBBONS	SHARON M. VICARS
REBECCA L. GLENN	

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Adjourned SESSION

MET THIS THE 28th DAY OF June, 19 82.

RESOLUTION IN RE: CETA
STIPULATION OF
AGREEMENT

BE IT RESOLVED THAT

The Sullivan County Board of Commissioners approve the attached stipulation of
agreement with the Department of Labor. This agreement is to settle all claims
against Sullivan County concerning the audit of the CETA program for the period
1974 through September 30, 1976. This agreement stipulates that Sullivan County
will provide services to the CETA programs at no cost until the \$39,845.80 is
satisfied.

INTRODUCED BY COMMISSIONER _____ ESTIMATED COST: _____

SECONDED BY COMMISSIONER _____ PAID FROM _____ FUND _____

COMMISSION ACTION: _____ DATE SUBMITTED: _____

ROLL CALL: Aye Nay

VOICE VOTE: _____

County Clerk

COMMITTEE ACTION: _____ BY: _____

APPROVED: DISAPPROVED:
Budget 6/16/82

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY
BOARD OF COMMISSIONERS IN Adjourned SESSION

MET THIS THE 28th DAY OF June, 19 82.

RESOLUTION IN RE: TAX RELEASE

BE IT RESOLVED THAT

The Sullivan County Board of Commissioners approve Tax Releases

for the 1980 tax year which total \$577,430.84

INTRODUCED BY COMMISSIONER _____

ESTIMATED COST: _____

SECONDED BY COMMISSIONER _____

PAID FROM _____ FUND

COMMISSION ACTION:

DATE SUBMITTED:

 Aye Nay

ROLL CALL:

 _____ _____

VOICE VOTE:

 _____ _____

County Clerk

BY: _____

COMMITTEE ACTION:

APPROVED:

DISAPPROVED:

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Adjourned SESSION

MET THIS THE 7th DAY OF JULY, 19 82.

RESOLUTION IN RE: SALES TAX

BE IT RESOLVED THAT

WHEREAS, the Sullivan County Board of Commissioners have voted for a County-Wide referendum to be held on August 5, 1982 to let the voters of Sullivan County decide whether or not to increase the sales tax.

WHEREAS, the Sullivan County Board of Commissioners have recommended a property tax rate of \$4.99 for rural residents and \$3.99 for city residents.

WHEREAS, the Sullivan County Board of Commissioners have recommended that all funds that can be reasonable assumed to be derived from the increase sales tax in the event the referendum passes will be used to reduce the Sullivan County property tax rate.

THEREFORE BE IT RESOLVED THAT, in the event the voters of Sullivan County approve the increase sales tax on the referendum on August 5, 1982 then the Sullivan County Board of Commissioners will reduce the Sullivan County property tax rate by at least 25¢ so the maximum Sullivan County property tax rate would be \$4.74 for County residents and \$3.74 for residents inside municipalities, of Kingsport and Bristol.

INTRODUCED BY COMMISSIONER HARR ESTIMATED COST: _____

SECONDED BY COMMISSIONER _____ PAID FROM _____ FUND

COMMISSION ACTION: DATE SUBMITTED: _____

ROLL CALL: Aye _____ Nay _____
VOICE VOTE: _____
County Clerk

BY: _____

COMMITTEE ACTION: APPROVED: _____ DISAPPROVED: _____

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Adjourned SESSION

MET THIS THE 7th DAY OF July, 19 82.

RESOLUTION IN RE: Moving Mobile Homes on Moreland Drive.

BE IT RESOLVED THAT

Because the Moreland Drive improvement project will force four residents of house trailers to relocate their trailers by July 22, 1982, the county will pay the cost of such relocations up to a maximum of \$1,000 each, such payment to be reviewed and approved by the Purchasing Agent. The source of these funds will be Moreland Drive Bond issue.

Introduced by Commissioner Langstaff; Seconded by Commissioner Smith.

Amendment No. 1: King-Harr. "to be paid only if county can legally do so".

Amendment No. 2: Poe. Purchasing Agent to be instructed to hire only insured and bonded movers. Died for a lack of a second.

Amendment No. 3: Harr-Icenhour. Contribute \$500.00 to each of the owners of the four mobile home owners for moving expense.

Amendment No. 3, adopted by Roll Call vote, and rules waived.

INTRODUCED BY COMMISSIONER LANGSTAFF ESTIMATED COST: 4,000

SECONDED BY COMMISSIONER SMITH PAID FROM B FUND

COMMISSION ACTION: Aye _____ Nay _____ DATE SUBMITTED: _____

ROLL CALL: _____ County Clerk

VOICE VOTE: _____ BY: _____

COMMITTEE ACTION: _____ APPROVED: _____ DISAPPROVED: _____

RESOLUTION OF THE LEGISLATIVE BODY OF Sullivan
COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING
Sewer Construction CAPITAL OUTLAY NOTES
NOT TO EXCEED \$ 800,000.00, AND PROVIDING FOR THE PAYMENT
OF SAID NOTES.

WHEREAS, it has been determined by this Legislative Body that it is necessary and desirable to construct a Sewer Line in and for said County; and

WHEREAS, sufficient funds are not now available for this purpose and it will be necessary for the Legislative Body to authorize the issuance of notes to finance this transaction; and

WHEREAS, under the provisions of Sections 5-10-501 through 5-10-509, inclusive, Tennessee Code Annotated, counties in Tennessee are authorized through their respective Legislative Bodies, upon approval by the State Director of Local Finance, to issue interest bearing capital outlay notes to finance the cost thereof; and

WHEREAS, it appears advantageous to said County at this particular time to issue capital outlay notes to finance the cost thereof:

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Sullivan County, Tennessee, as follows:

SECTION 1. That, for the purpose of providing funds to finance the cost of constructing a Sewer Line in and for said County, there shall be issued its negotiable interest bearing capital outlay notes in a principal amount not to exceed \$ 800,000.00. That, said notes shall be designated "Sewer Line Capital Outlay Notes" and shall be numbered serially beginning with the number 1. Each of said notes shall be dated as of the date of issuance thereof, shall be of such denomination as may be agreed upon by the County* Executive and the purchaser of said notes, and shall mature not later than three (3) years after the date of issuance, provided, that not less than one-ninth (1/9) of the original principal amount of the notes issued hereunder shall mature, without renewal but subject to prior redemption, each year that any of the notes issued hereunder are outstanding.

SECTION 2. That, said notes shall bear interest at a rate not to exceed twelve percent (12 %) per annum, payable in such manner as shall be determined by the County Executive and the purchaser of said notes. Both principal and interest on said notes shall be payable in lawful money of the United States of America at the office of the County Trustee of Sullivan County, Tennessee.

*Waived Rules 3/3 Vote
Roll Call - Passed*

Section 3. That, said notes shall be subject to redemption 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 redemption.

SECTION 4. That, said notes shall be executed in the name of Sullivan County, Tennessee, is signed by the County Executive and attested by the County Clerk with the seal of the County attached thereto.

SECTION 5. That, said notes shall be in substantially the form attached hereto.

SECTION 6. That, for the purpose of providing funds with which to pay the principal and interest accruing on said notes at maturity, there shall be levied upon all taxable property in Sullivan County, in addition to all other taxes, a direct annual tax for each of the years while said notes, or any of them, are outstanding, in amounts sufficient for that purpose.

SECTION 7. That, the Capital Outlay Notes herein described shall not be issued until approval by the State Director of Local Finance shall have been obtained as required by Section 5-10-501, Tennessee Code Annotated.

SECTION 8. That, the Capital Outlay Notes herein described shall not be sold for less than par and accrued interest.

SECTION 9. That, if any of said Capital Outlay Notes shall remain unpaid at the end of three (3) years from the date of issuance of same, the balance of said note or notes shall be converted to bonds as provided by Sections 9-11-101 to 9-11-119, inclusive, Tennessee Code Annotated, or otherwise liquidated in such manner as approved by the State Director of Local Finance in compliance with statutes relating to the issuance and redemption of bonds and notes.

SECTION 10. That, the proceeds of said notes shall be turned over to the County Trustee of said County and shall be paid out for the purposes and in the manner required by law and this Resolution.

SECTION 11. That, 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.

Duly passed and approved this 7th day of July, 19 82.

County Executive

Attested:

M. J. [Signature]
County Clerk

(Form of Note)
STATE OF TENNESSEE
COUNTY OF Sullivan

Sewer Line CAPITAL OUTLAY NOTE

\$ 100,000.00

No.

KNOW ALL MEN BY THESE PRESENTS: That the County of Sullivan in the State of Tennessee, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer the sum of \$ 100,000.00 on or before _____, 19____, together with interest thereon from the date hereof until paid at the rate of _____ percent (_____%) per annum, payable on _____, 19____, and _____ thereafter. Both principal and interest are payable at the office of the County Trustee of Sullivan County, Tennessee, in lawful money of the United States of America. For the prompt payment of this obligation, both principal and interest, the full faith, credit and other resources of said county are hereby irrevocably pledged.

This note is issued for the purpose of providing funds to finance the cost of Sewer Line Construction in and for said County and is in all respects in compliance with and under authority of Sections 5-10-501 to 5-10-509, inclusive, Tennessee Code Annotated, and a Resolution duly adopted by the Legislative Body of Sullivan County, Tennessee, meeting in _____ session on the _____ day of _____, 19_____.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and by the laws of the State of Tennessee to exist, or to be done precedent to and in the issuance of this obligation, do exist, and have been properly done, happened, and been performed in regular and due form and time as required by law; and that provision has been made to pay the principal and interest thereon as same falls due.

Section 5-10-509, Tennessee Code Annotated, provides that neither the principal nor the interest of notes issued pursuant to the provisions of Sections 5-10-501 to 5-10-509, inclusive, Tennessee Code Annotated, shall be taxed by the State of Tennessee, or by any county, or by any municipality therein.

This note is subject to redemption at any time at the option of the County, in whole or in part, at the principal amount thereof and accrued interest to date of redemption.

IN WITNESS WHEREOF, the County of Sullivan, through its Legislative Board
has caused this Capital Outlay Note to be signed by its County Executive
attested by its County Clerk under the seal of his office on this _____ day
_____, 19 ____.

Attested:

County Clerk

County _____

*Heur
Barner*

8/9/82 same

AND THEREUPON COURT ADJOURNED TO MEET AGAIN JULY 19, 1982.


COUNTY JUDGE



JULY 19, 1982

MONDAY MORNING, JULY 19, 1982

BE IT REMEMBERED THAT:

COUNTY COMMISSIONERS MET PURSUANT TO ADJOURNMENT FOR AN ADJOURNED
SESSION OF SULLIVAN COUNTY BOARD OF COMMISSIONERS OF BLOUNTVILLE, TENNESSEE.
FOR LACK OF A QUORUM A MOTION WAS MADE THAT COMMISSION ADJOURN UNTIL MONDAY
MORNING, AUGUST 9, 1982.

COUNTY JUDGE

