

MONDAY MORNING, JUNE 7, 1971

STATE OF TENNESSEE

COUNTY OF SULLIVAN

BE IT REMEMBERED, That an adjourned Session of County Court of Sullivan County, Tennessee met Monday Morning June 7, 1971, was present and presiding, Honorable Lon V. Boyd, County Judge, Marjorie S. Harr, Clerk of said Court. W. Bill Wright, Sheriff of said County and a full quorum of Justices of said County, to-wit:

JUSTICES PRESENT AND ANSWERING ROLL CALL:- Ammons, Arrington, Barnes, Barr, Beidleman, Benedict, Blackburn, Carmack Carrier, Clarence Carrier, Childress, Dale, Durham, Gibson Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hickam Hoskins, Hulse, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Frank Mason, Meyer, Myers, Newland, Phillips, Reed, Rockett, Saacke, Scott, Tallman, JoAnn Torbett, Turner, Wassom, Whited, and Woods:-

When Court was opened in due form of law and the following proceedings were had and ordered to be entered upon the minutes of said Court, to-wit:

RESO: RE: AMENDING I Resolution to amend the School Budget was introduced to the
SCHOOL BUDGET FOR 1970-71 I Court, and adopted as read by a roll call vote of the Court,
and in the following words and minutes, to-wit:

TO THE HONORABLE LON V. BOYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN SESSION MEET THIS THE 19th day of April, 1971.

RESOLUTION IN RE: AMENDING 1970-71 SCHOOL BUDGET BE IT RESOLVED THAT

WHEREAS, near the end of the school year some items in the General Purpose School Fund need to be amended in the areas of Teacher Salaries, Custodial Services, Electric Light & Power, Maintenance of Plant, and Heat for Buildings, and

WHEREAS, additional Federal and State funds are available in Food Services, Capital Outlay, Adult Education and Clearing Accounts (School Lunch and School Milk,)and

WHEREAS, additional Federal funds are available under Public Law 89-10 Title I and Title II with no local funds involved, and

WHEREAS, any additional local funds involved can be paid from accrued surplus available in the school fund at the beginning of the 1970-71 school year,

THEREFORE BE IT RESOLVED, That the General Purpose School Fund and the Public Law 89-10 Fund be amended to include the increases shown on the attached sheets:

TOTAL ESTIMATED COST: \$352,000.00 General Purpose, \$68,529.00 Public Law 89-10

TO BE PAID FROM General Purpose School Public Law 89-10 Fund.

INCREASE REQUESTED IN 1970-71 GENERAL PURPOSE SCHOOL FUND

<u>Description</u>	<u>Increase Requested</u>	<u>Source of Revenue</u>
Administration		
2120.8 Telephone	\$ 3,000.00	Local
Instruction		
2210.31 Teachers Salaries	15,000.00	\$11,000.00 - Local 4,000.00 - State
Operation of Plant		
2610.2 Custodial Services	10,000.00	Local
2620.12 Electric Light and Power	40,000.00	Local
2630.1 Heat for Buildings	10,000.00	Local
Maintenance of Plant		
2710.2 Salaries for Repair of Buildings	35,000.00	Local
Fixes Charges		
2851.21 Contributions to Social Security	2,500.00	Local
Food Services		
2910 Salary Supplement Lunchroom personnel	7,000.00	Local
Capital Outlay		
3273.32 Title: III equipment	10,000.00	Federal
3273.8 Equipment for Food Service	9,529.00	Federal

Description	Increase requested	Source of revenue
Outgoing Transfer Accounts		
3491.2 Transportation SMR Students	1,500.00	Local
Adult Education		
3510 Salaries for Adult Education	3,000.00	State
Clearing Accounts		
3700 School Lunch)		
3800 School Milk)	206,000.00	Federal
	352,000.00	Total
	-225,000.00	Federal
	<u>-14,000.00</u>	State
	\$ 113,000.00	Local

PUBLIC LAW 89-10 Title I and
TITLE II, AMENDED 1970-71

code	name	
2200	<u>INSTRUCTION</u>	
	1. Personal Services	\$11,275.00
	3. Supplies	28,561.00
	4 B ooks	24,125.00
		<u>63,961.00</u>
2500	PUPIL TRANSPORTATION SERVICES	
	2, Contractual Services	900.00
2600	OPERATION OF PLANT	
	1. Personal Services	400.00
2800	FOOD SERVICES	
	2. Contractual Services	750.00
		<u>\$ 68,529.00</u>

NOTE: No local or state funds are involved in the above figures.

JUSTICES PRESENT AND VOTING ATEL-Ammons, Barnes, Barr, Beidleman, Benedict, Blackburn, Carmack Carrier, Clarence Carrier, Childress, Dale, Durham, Gibson, Gillenwater, Greene, Hall, Harr, Hawk, Handricks, Hickam, Hoskins, Hulse, Icehour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Frank Mason, Meyers, Myers, Newland, Reed, Cockett, Saacke, Scott, Tallman, Jo Ann Torbett, Turner, Wassom, Whited, and Woods:-

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RESO: IN RE: INCREASE BUDGET FOR HEALTH AND WELFARE Resolution of increase Budget for Health and Welfare was introduced to the Court by Esq. Jas. Myers, and adopted as read by a roll call vote of the Court and

in the following words and figures-,to-wit:

TO THE HONORABLE LON V. BOYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN SESSION, THIS 19th day of APRIL, 1971. RESOLUTION IN RE: HEALTH & WELFARE BUDGET

BE IT RESOLVED THAT The Sullivan County Court increase the Budget for Health and Welfare funds in the following areas:

804.1	Old Age Assistance	\$3,500.00
804.3	Aid to dependent children	8,500.00
804.45	Nursing Home Care	<u>11,000.00</u>
	TOTAL	\$ 23,000.00

This money to come from Health and Welfare Surplus.

ESTIMATED COST: \$23,000.00 PAID FROM HEALTH & WELFARE FUND

Carmack Carrier, Clarence Carrier, Childress, Dale, Durham, Gibson, -Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hickam, Hoskins, Hulse, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Frank Mason, Meyer, Myers, Reed, Rockett, Saacke, Scott, Tallman, Jo Ann Torbett, Turner, Wassom, Whited, and Woods:-

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RESO: IN RE: RELEASE \$1,500.00 Resolution to release \$1,500 frozen funds for Neighbor-
FORZEN FUNDS FOR OFFICE OF hood Service centers was introduced to the Court and
ECONOMIC OPPORTUNITY adopted b y a roll call vote of the Court and as in the
following words and figures,to-wit:

TO THE HONORABLE LON V. B OYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN SPECIAL SESSION MET THIS THE 7th day of June,1971.

RESOLUTION IN RE: RELEASE OF \$1,500. FROZEN FUNDS FOR NEIGHBORHOOD SERVICE CENTERS.

BE IT RESOLVED THAT the \$1,500.00 that was Budgeted this year for the local Office of Economic Opporunity b e released to be used for the Senior Citizens Project of the Neighborhood Service Centers in Kingsport and Bristol.

Be it further resolved that this money b e used only for the Senior Citizen Projects in these Centers. "The purchased materials to b e Sewing Machines, Quilting Materials, Power tools for the Cloud App. Workshop, etc., Thesse materials are to be requisitioned and approved by the Health and Welfare Committee of this Court, and all bills to be paid b y our accounts and Budget Department.

INTRODUCED BY ESQ, J. Myers, Jr., ESTIMATED COST \$1,500. PAID FROM HEALTH & WELFARE FUND JUSTICES PRESENT AND VOTING AYE:-Ammons, Barnes, Barr, B eidleman, B enedict, Blackburn, Clarence Carrier, Dale, Durham, Gibson, Greene, Hall, Hawk, Hendircks, Hickam, Jaynes, Keener, J ames King, Roy King, Long, Mahaffey, Meyer, Myers, Newland, Phillips, Reed, Saacjem Scott, Tallman, Turner, Wassom, White, and Woods:-

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RESO: TO ABOLISH OFFICE OF CIVIL DEFENSE Resolution to abolish the office of Civil Defense was introduced to the Court and failed by a roll call vote of the court.

JUSTICES PRESENT AND VOTING NAY:-Barnes, Barr, Beidleman, Benedict, Blackburn, Carmack Carrier, Clarence Carrier, Dale, Durham, Gibson, Gillenwater, Greene, Hall, Hall, Hawk, Hendricks, Hickam, Hoskins, Hulse, Icenhour, Jaynes, Keener, J ames King, Long, Mahaffey, Frank Mason, Meyer, Myers, Newland, Reed, Rockett, Saacke, Scott, Tallman, JoAnn Torbett, Turner, Wassom, White, Woods:-

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SULLIVAN COUNTY BUDGET FOR FISCAL YEAR ENDING JUNE 30,1972 Resolution regarding the budget for the fiscal year 1971-72 was introduced to the Court and adppted by a Roll Call vote of the Court as follows:-

BUDGET FISCAL YEAR ENDING JUNE 30, 1972

The Official tax aggregate has not been completed, and the estimated revenue from the 1971 property taxes based on an assessed v aluation of 96% of \$432,832,129.00 is recommended.

To provide the Budgeted Funds" appropriations as set forth in said Budget and all other legal necessary expenditures for the County purposes, the following rates on each \$100.00 Assessed valuation for the 1971 tax levy are hereby approved.

June 7, 1971

	<u>FUND</u>	<u>TAX RATE</u>
	GENERAL	.21
HIGHWAY	HIGHWAY	.29
	SCHOOLS	.90
	DEBT SERVICE	.53
	HEALTH & WELFARE	.17
		2.10

BUDGET COMMITTEE

Judge LON V. BOYD, Chairman
H. GRADY REE, Vice-Chairman
C. EDWIN WILLIAMS, Secretary

SAM S. BENEDICT, Member	J. POWELL HAWK, Member
CECIL L. DURHAM, Member	CHARLIE JOE LONG, Member
CHESTER B. HALL, Member	EUGENE D. MAHAFFEY, Member

The report of the Budget Committee was submitted in detail and filed as a matter of record in the County Court Clerk's Office.

JUSTICES PRESENT AND VOTING AYE:- Barnes, Barr, Beidleman, Benedict, Blackburn,, Carmack Carrier, Clarence Carrier, Childress, Dale, D-rham, Fleenor, Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hickam, Hoskins, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Meyer, Myers, Newland, Phillips, Reed, Rockett, Saacke, Tallman, Jo Ann Torbett, Turner, Wassom, White, and Woods:-

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RESO: RE: TAX ANTICIPATION NOTES Resolution concerning the tax anticipation notes was introduced to the Court and duly adopted as read by a roll call vote of the Court and is in the following words and figures, to-wit:

TO THE HONORAB LE LON V. BOYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT MET THIS 19th DAY OF APRIL, 1971. RESOLUTION IN RE: TAX ANTICIPATION NOTES

BE IT RESOLVED THAT, The Quarterly County Court of Sullivan County hereby authorizes the County Judge to borrow the sum of \$500,000 in tax anticipation notes. The mon ey will be borrowed in ten (10) notes of \$50,000 each, and said notes will be numbered consecutively one (1) through ten (10) and will be due and payable on or before April 1, 1972. The mon ey will be borrowed from the following banks:

- The First National B ank of Sullivan County
- The Kingsport Nationa- Bank.
- The Tri-City Bank & Trust Co.

A copy of said note is recorded in Quarterly Minute Book #3, page 185.

INTRODUCED BY ESQ REED, SECONDED BY ESQ DURHAM.

JUSTICES PRESENT AND VOTING AYE:- Ammons, Barnes, Barr, Beidleman, Benedict, Blackburn, Carmack Carrier, Childress, Dale, Durham, Gibson, Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hickam, Hoskins, Hule, Icenhour, Jayard, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Meyer, Myers, Newland, Phillips, Reed, Rockett, Saacke, Tallman, Jo Ann Torbett, Turner, Wassom, White, and Woods:-

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and... Resolution contained to roadblocks for soliciting of funds

RESO: RE: SCREENING COMMITTEE FOR
TENN. STATE HOSPITAL, SERVICE FOR
INDIGENT PROGRAM

I Resolution regarding Screening Committee for Tenn-
I essee State Hospital Service for Indigent Program
I was introduced by Esq Meyers and second by Esq
I Durham and duly adpoted by a voice vote of the

Court and is in the following words and figures, to-wit:

TO THE HONORABLE LON V. B OYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN
REGULAR SESSION MET THIS THE 19th day of April, 1971.

RESOLUTION IN RE: SCREENING COMMITTEE FOR TENN. STATE HOSPITAL SERVICE FOR INDIGENT PROGRAM

BE IT RESOLVED THAT The following be appointed to serve as a screening committee
for the Tennessee State Hospital Service for Indigent Program for Sullivan County.

1. Dr. J. W. Erwin- Representing Medical Profession
2. Judge Lon V. Boyd- Representing County Court
3. Mr. Bobby D. Hickman- Representing General Public

This committee is appointed in compliance to Section 14- 707 A of the Rules
and Regulations governing the Hospital Service for Indigent Program for the State of
Tennessee (Tennessee Code Annotated, Chapter 7, Section 14-707 through 14-718, and
regulations of the Tennessee Department of Public Health pertaining to the Hospital Ser-
vice for the Indigent.)

INTRODUCED BY ESQ. James Myers, Jr.

Health & Welfare Approved 3-1-71

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RESO: RE: RE APPOINTMENT OF
J.E. AYCOCK, FRANK SLAUGHTER AND
NORMAN SPENSE TO PLANNING COMMISSION

I Resolution to reappoint J. E. Aycock, Frank
I Slaughter and Norman Spense to Planning commission
I was received and adopted as read by a voice vote

of the Court and is in the following words and figures, to-wit:

TO THE HONORABLE LON V. B OYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT

BE IT RESOLVED THAT, The Sullivan County Court approve the re-appointment of
J. E. Aycock, Frank Slaughter and Norman C. Spencer by the State Planning Commission to
a 4 year term on the Sullivan County Planning Commission from February 1971 to February
1975.

INTRODUCED BY ESQ NEWLAND, SECOND BY ESQ GILLENWATER.

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RESO: RE: NOMINATING DIRECTOR
FOR INDUSTRIAL BOARD

I Resolution on the nominating of Director for Industrial
I Board was introduced by Esq Robert Saacke, second by
I Clarence Blackburn, Jr., and duly adopted by a voice

vote of the Court and is in the following words and figures, to-wit:

TO THE HONORABLE LON V. BOYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT
RESOLUTION IN RE: NOMINATION OF BOARD OF DIRECTOR MEMBERS OF THE INDUSTRIAL DEVELOPMENT
BOARD OF THE COUNTY OF SULLIVAN WHOSE TERMS EXPIRE

WHEREAS, J. W. Adams, James D. Sherfey and William J. Still were nominated
to serve as Directors of the Industrial Development Board of the County of Sullivan for
a term of two years, which expired January 1971 and,

WHEREAS, each member has agreed to serve for an additional six year term, if
nominated, now therefore be it,

RESOLVED that Messrs, J. W. Adams, James D. Sherfey and William J. Still be
re-nominated for a term of six years, which term will expire January, 1977.

INTRODUCED BY ESQ ROBERT SAACKE, SECOND BY CLARENCE C. BLACKBURN, JR.

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June 7, 1971

RESO: RE: EXTENSION 19E from Resolution authorizing filing of application for assistance
11-E TO TRI CITY AIRPORT in planning a connector route to Tri-City Airport was
received and adopted by a voice vote of the Court and is
in the following words and figures, to-wit:

RESOLUTION AUTHORIZING FILING OF APPLICATION FOR ASSISTANCE IN PLANNING A CONNECTOR ROUTE

WHEREAS, it is recognized that adequate access to the central portion of Sullivan County is necessary for the realization of the growth potential of the Tri-Cities metropolitan area.

WHEREAS, it is further recognized that the attractiveness of the Tri-County Industrial Park would be greatly enhanced by the provision of adequate access to the Tri-Cities Airport and the Tri-Cities Vocational Technical School.

WHEREAS, the provision of adequate access to the central portion of the Tri-Cities area would allow for the development of service and commercial centers that could serve all the major population concentrations and thereby increase the service and commercial base of region.

WHEREAS, the average daily traffic between the Tri-City Airport and Bluff City is expected to increase from 1,100 in 1970 to 7,400 in 1990/

NOW THEREFORE, be it resolved by the Sullivan County Quarterly Court that County Judge Lon V. Boyd be and he is hereby authorized to execute and file an application on behalf of Sullivan County, Tennessee, with the Tennessee Department of Highways for assistance in planning the extension of the Interstate connector route soon to be constructed between I-81 and S.R. 34 By-pass around Bluff City.

RESOLUTION AUTHORIZING FILING OF APPLICATION WITH THE ECONOMIC DEVELOPMENT ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, FOR A GRANT AND/OR LOAN UNDER THE TERMS OF PUBLIC LAW 89-136

WHEREAS, under the terms of Public Law 89-136 the United States of America has authorized the making of grant and/or loans to public bodies and private or public nonprofit organizations or associations to aid in financing the construction of specific public projects:

Now Therefore, Be It Resolved By Sullivan County Quarterly Court

1. That Lon V. Boyd, County Judge, be and he is hereby authorized to execute and file an application on behalf of Sullivan County, Tennessee with the Economic Development Administration, U. S. Department of Commerce, for a grant and/or loan to aid in financing the construction of an access road from the Tri-Cities Airport to the Tri-County Industrial Park.
2. That Lon V. Boyd, County Judge, be and he is hereby authorized and directed to furnish such information as the Economic Development Administration, U. S. Department of Commerce, may reasonably request in connection with the application which is herein authorized to be filed.

INTERSTATE CONNECTOR COST
TRI CITY AIRPORT TO TRI COUNTY INDUSTRIAL PARK

	<u>TOTAL</u>	<u>STATE</u>	<u>E.D.A.</u>	<u>COUNTY</u>
R.O.W.	\$520,000	\$260,000	\$23,000	\$237,000
Const.	2,222,000	1,111,000	1,111,000	0
Eng.	111,000	55,500	55,500	0

RESO: RE: OLD RIGHT OF WAY | Resolution concerning old right-of way for the relocated
FOR RELOCATED FORDTOWN ROAD | Fordtown Road was received and adopted by a roll call

vote of the Court and is in the following words and figures, to-wit;

April 19, 1971, RESOLUTION IN RE: OLD RIGHT-OF-WAY FOR RELOCATED FORDTOWN ROAD.

WHEREAS the part of the Fordtown Road from Lebanon Drive to the Truett King property line that has been relocated is to be closed, and

WHEREAS this land is not needed for the present right-of-way,

BE IT RESOLVED that the old Right-of-Way become part of the property that it is adjacent to.

Introduced by Esq. Charles Tallman

Second by Esq Sam Benedict.

JUSTICES PRESENT AND VOTING AYE:- Barnes, Barr, Beidleman, Benedict, Blackburn, Carmack Carrier, Childers, Dale, Durham, Fleenor, Gibson, Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hickam, Hoskins, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Fred Meyer, James Myers, Jr., Newland, Phillips, Reed, Rockett, Saacke, Tallam, JoAnn Torbeet, Turner, Wassom, Whited and Woods:-

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RESO: IN RE: SULLIVAN COUNTY | Resolution not to pay Magistrates wjp were
COURT MEMBER NOT BE PAID UNLESS | not present at the end of Court session was
HE WAS PRESENT AT END OF COURT ESSION | tabled.

INTRODUCED BY ESQ CHESTER B. HALL, SECND BY ESQ HULSE.

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RESO: RE: APPROVE SENTATE BILL | Resolution to approve Senate Bill 651 and
651 & HOUSE BILL 1281, PRIVATE ACT 98 | House Bill 1281 was received and adopted by
a Roll Call vote, waiving the rules and is

in the following words and figures, to-wit;

TO THE HONORABLE LON V. B OYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT IN ADJOURNED SESSION MET THIS THE 7TH DAY OF JUNE, 1971.

BE IT RESOLVED THAT The Sullivan County Court approve Senate Bill No. 651 and House Bill No. 1281, in regard to Sullivan County District Attorney's office (as per attached copy of the Acts).

SENATE BILL NO. 651, BY BAKER.

SUBSTITUTED FOR HOUSE BILL NO. 668 BY FLEMING, DENTON, BIGLE.

An ACT to authorize the County of Sullivan to supplement the salary of the office of Assistant District Attorney General for the 26th Judicial Circuit, as such was created by the Eighty-Seventh General Assembly of Tennessee

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
SECTION I. The County of Sullivan is hereby authorized and empowered to supplement the salary of the Assistant District Attorney General of the 26th Judicial Circuit of Tennessee as created by this Eighty-Seventy General Assembly: in the amount of Three Thousand (\$3,000.00) Dollars per annum, to be paid to him in equal monthly installments by the County of Sullivan, which supplement shall be in addition to the amount he receives as full time Assistant District Attorney General, as provided for under Section 8-708, Tennessee Code Annotated.

SECTION 2. This Act shall have no effect unless the same shall have been approved by a two-thirds vote of the Quarterly County Court of Sullivan County within one

June 7, 1971

hundred twenty (120) days after passage of this Act. Its approval, or non-approval, shall be proclaimed by the presiding officer of the body having jurisdiction to approve or disapprove, and shall be certified by him to the Secretary of State.

SECTION 3. For the purpose of approval or non-approval of this Act, it shall take effect upon becoming a law, the public welfare requiring it, and for all other purposes, it shall become effective on July 1, 1971.

PASSED April 22, 1971.

S/ JOHN S. WILDER, Speaker of the Senate
S/ JAMES R. MCKINNEY, Speaker of the house
of representatives

APPROVED: April 28, 1971

S/ WINFIELD DUNN, Governor

PRIVATE CHAPTER NO 166

HOUSE BILL NO. 1281, B y Bible, Denton, Mrs. Fleming

Substituted for Senate Bill No. 1170 by Baker.

AN ACT to authorize the County of Sullivan to supplement the salary of the secretary for the secretary for the District Attorney General for the 26th Judicial Circuit.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. The County of Sullivan is authorized and empowered to supplement the salary of the secretary for the District Attorney General of the 26th Judicial Circuit in the amount of two thousand six hundred dollars (\$2,600.00) per annum, to be paid to her in equal monthly installments by the County of Sullivan, which supplement shall be in addition to the amount she receives as secretary as provided for in Chapter 139 of the Public Acts of 1971.

SECTION 2. This Act shall have no effect unless the same shall have been approved by a two-thirds (2/3) vote of the Quarterly County Court of Sullivan County within one hundred twenty (120) days after passage of this Act. Its approval, or non-approval, shall be proclaimed by the presiding officer of the body having jurisdiction to approve or disapprove, and shall be certified by him to the Secretary of State.

SECTION 3. For the purpose of approval or non-approval of this Act, it shall take effect upon becoming a law, the public welfare requiring it, and for all other purposes, it shall become effective on July 1, 1971.

PASSED: May 19, 1971

JAMES R. MCKINNEY, SPEAKER OF THE HOUSE
OF REPRESENTATIVES

JOHN S. WILDER, SPEAKER OF THE SENATE

APPROVED: May 21, 1971.

WINFIELD DUNN, GOVERNOR

JUSTICES PRESENT AND VOTING AYE: Ammons, Barnes, Beidleman, Benedict, Blackburn, Carmack Carrier, Clarence Carrier, Childress, Dale, Durham, Fleenor, Gibson, Gillenwater, Greene, Hall, Harr, Hawk, Hendricks, Hoskins, Hulse, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom Mason, Fred Meyer, James Myers, Jr., Newland, Phillips, Reed, Rockett, Saacke, Scott, Tallman, Jo Ann Terbett, Turner, Wassom, Whited, and Woods:-

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RESO: RE: RESURFACING GENERAL AVIATION HANGER AT TRI-CITY AIRPORT I Resolution to resurface general aviation hanger I was introduced to the Court by Esq Reed, second

TO THE HONORABLE LON V. BOYD, JUDGE AND MEMBERS OF THE SULLIVAN COUNTY QUARTERLY COURT
RESOLUTION IN RE: RESURFACING GENERAL AVIATION HANGER

BE IT RESOLVED THAT Project application Be approved for resurfacing General
Aviation. Apron at the Appalachian West Hanger, Tri City Airport.

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ELECTION OF NOTARIES I Upon Motion made and duly second, the following persons were by
PUBLIC, 4 YEAR TERM I roll call vote of the Court elected Notaries Public in and for
Sullivan County, State of Tennessee for the ensuing term of 4 years.

Jeannette R. White	Orville D. Light	Doris Jean Long	Lloyd John Lusk
Ralph Lloyd Maden	Charlotte Martin	Ethel R. Moats	Jean M. McKay
Mrs. Margaret M. Price	Glen Leon Rash	Ethel M. Rodefer	Earl Rutledge
Maxine B. Tittle	James E. Toohy	Fred L. Trent	Louise E. Weber
Thomas L. West	Nellie D. Witherspoon	Charles Layne Williams	Charles Williams
Jackie Ethelone Wood	Boyd Franklin Wright	Virginia Nell Wright	Lorraine B. Evans
Dorothy Anthony	Mae Della Barrett	Gerald Wesley Begley	James T. Beverly
Donald Harvey Boyd	Nancy H. Bradley	J. C. Brown	Ellis Kermit Burroughs
Edgar P. Calhoun	Bill Dodson	William Sam Crosswhite	Hazel Cox Evans
Floyd Monroe Fossett	Howard Walter Francis	Ella Mae Harbin	Shelby Jean Hensley
Nora L. Hurley	Jeter, George A.	Millard Johnson	Gene P. Kelley
Robert Mitchel Abernathy, Jr	Gardenia Curry	J. Patrick Ledford	Nell P. Travis

APPLICATIONS APPROVED SUBJECT APPROVAL OF THE EXECUTIVE COMM.

June Carol Hudson	Audrey Mae Pegram	Franklin Lee Slaughter	David Bruce Shine
Joseph Mack Morrell	Doris Ann Stamper	Virgil L. Faulkner	Nancy Louise Ashworth
Bill J. Stewart	Johnny Paul Wilds	Iva Dell Whiteman	Curtis Nelson Jones
Frank Allen Burnette	Everette Eugene Fields		

JUSTICES PRESENT AND VOTING AYE:- Ammons, Arrington, Barr, Benedict, Blackburn,
Carmack Carrier, Childress, Dale, Durham, Gibson, Gillenwater, Greene, Hall, Harr, Hawk,
Hendricks, Hulse, Icenhour, Jaynes, Keener, James King, Roy King, Long, Mahaffey, Bascom
Mason, Frank Mason, Meyer, Myers, Jr., Newland, Phillips, Reed, Rockett, Saacke, Scott,
Tallman, Jo Ann Torbett, Turner, Wassom, Whited and Woods:-

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22

RESO: RE: MEMORY OF I Resolution in remembrance of Joe Carmack was introduced by Esq
JOE CARMACK I Ammons, second by Esq Hawks and the rules waived, was duly passed
by a voice vote of the Court and in the following words and
figures, to-wit:

With the permission of the Court, I would like the minutes of this Court session to
reflect a tribute to the late Joseph S. Carmack, a life long resident of Sullivan County
Tennessee. Mr. Carmack, a retired United State Army Officer was for many years an
Agricultural, Business, Civic and Church leader in Sullivan County, Tennessee.
His contributions to his county, His Community and his fellow citizens were many and his
presence will be solely missed not only by his friends but by all residents of Sullivan
County.

I move that this statement recognizing the contributions of Joseph S. Carmack, along
with an expression of Deep Sorry to his family on behalf of the Quarterly Court of
Sullivan County be accepted by acclamation.

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RESO: RE. RESURFACING GENERAL
AVIATION HANGER AT TRI-CITY AIRPORT

Resolution to resurface general aviation hanger was introduced to the Court by Esq Reed, second by Esq Wood and adopted by a voice vote of the Court, waving the rules and is in the following words and figures, to-wit:

TO THE HONORABLE Lon V. Boyd, Judge and members of the Sullivan County Quarterly Court
RESOLUTION IN RE: RESURFACING GENERAL AVIATION HANGER.

BE IT RESOLVED That Project application Be approved for resurfacing General Aviation Apron at the Appalachian West Hanger, Tri City Airport.

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 the Adjourned meeting of the Sullivan County Court of the said Sullivan County, Tennessee held on June 7, 1971 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 certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of such Resolution adopted at 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 7th day of June, 1971.

MARJORIE S. HARR, CLERK
County Court Clerk

By: _____
Mabel Grimm, Deputy Clerk

EXTRACT FROM THE MINUTES OF ADJOURNED MEETING OF THE QUARTERLY COUNTY COURT OF THE COUNTY OF SULLIVAN HELD ON June 7, 1971.

The following resolution was introduced by Esq Reed, second by Esq Wood, read in full, considered and adopted;

Resolution Authorizing and approving the Execution of a Grant Agreement between the County of Sullivan, 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 I. That the County of Sullivan 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 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 and the County Clerk is hereby authorized and directed to impress the official seal of the County of Sullivan 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

the Grant Agreement and its execution 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

Airport

Project No.
Contract No.

TO: Cities of Bristol, Va., Bristol, Kingsport & Johnson City and Counties of Washington & Sullivan, Tennessee

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 19, 1971, for a grant of Federal funds for a project for development of the Tri-City 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;

Reconstruct existing Aircraft Parking Apron (16,700 sq yds.)
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 USC.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, fifty (50) percentum of all allowable project costs from funds appropriated under the Airport Development Aid Program (ADAP) and ten (10) percentum of all allowable costs from funds appropriated under Section 214. Appalachian Regional Development Act of 1965, as amended

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

June 7, 1971

1. The maximum obligation of the United States payable under this Offer shall be \$140,000.00

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 Section 151.45-151.55 of the Regulations of the Federal Aviation Agency (14CFR 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 Section 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 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 or 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

(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 workforce directly employed by another agency or government;

(d) Cooperate actively with the FAA and the Predodent'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," of "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

June 7, 1971

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 structure pursuant to Paragraph 9 of Part III- Sponsor's Assurances of the Project Application dated 30 May, 1969; and therefore it is understood and agree 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 date 30 May 1969.

14. It is mutually understood and agree 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 comprise 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 usual 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- ACCEPTANCE

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

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 KINGSPORT, TENNESSEE
Attest: _____	BY _____
TITLE _____	TITLE _____
(SEAL)	CITY OF BRISTOL, VIRGINIA
Attest: _____	BY _____
Title _____	TITLE _____
(SEAL)	COUNTY OF SULLIVAN, TENNESSEE
Attest: _____	BY LON V. BOYD
TITLE _____	TITLE COUNTY JUDGE
(SEAL)	COUNTY OF WASHINGTON, TENNESSEE
Attest: _____	BY _____
Title _____	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 _____

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Thereupon Court adjourned to meet again at the Call of the County Judge

Lon V. Boyd
 COUNTY JUDGE