

COUNTY COMMISSION MEETING - REGULAR SESSION

MONDAY MORNING

MARCH 20, 1995

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, MARCH 20, 1995, 9:00 O'CLOCK A. M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE GIL HODGES, COUNTY EXECUTIVE, GAY B. FEATHERS, COUNTY CLERK AND KEITH CARR, SHERIFF OF SAID BOARD OF COMMISSIONERS OF SULLIVAN COUNTY, TO WIT:

The meeting was called to order by County Executive, Gil Hodges. Sheriff Keith Carr opened the Commission Meeting. Rev. Danny Hensley, Pastor of Vermont United Methodist Church, Kingsport, Tennessee, gave the invocation and pledge to the flag was led by representatives from the Agriculture 4-H Group of Sullivan County.

Roll was called by County Clerk, Gay Feathers. Commissioners present and answering roll call are as follows

CAROL BELCHER	JACK JONES
JAMES R. "JIM" BLALOCK	TERRY D. JONES
BRYAN K. BOYD	JAMES L. KING, JR.
JUNE CARTER	AUBREY L. KISER, JR.
RAYMOND C. CONKIN, JR.	CARL KRELL
TOM DANIEL	GARY MAYES
O. W. FERGUSON	WAYNE MCCONNELL
MIKE GONCE	PAUL MILHORN
RALPH P. HARR	RONALD E. REEDY
EDLEY HICKS	MICHAEL B. SURGENOR
PAT HUBBARD	MARK A. VANCE
MARVIN HYATT	EDDIE WILLIAMS

24 -

Motion was made by Commissioner Terry Jones and second by Commissioner Ralph Harr, to approve the minutes of the Regular Session of Commission held on February 20, 1995. The motion was approved by voice vote of the Commission.

Motion was made by Commissioner Ralph Harr and second by Commissioner Marvin Hyatt to approve the Notary Applications and Notary Bonds submitted to the Commission for approval. The motion was approved by roll call vote of the Commission.

The following pages indicates the action taken by the Commission on rezoning requests and resolutions.

ELECTION OF NOTARIES

Rena' Adinolfi	David L. Lyons
Mary Jane Alley	Donna Martinez
Judy S. Bandy	Joseph Martino, Jr.
Connie K. Benton	Michael May
Marshall H. Buckner	Brenda K. McNutt
Wanda K. Cain	Sharon D. Owens
Ann Marie Carrier	Joyce M. Pendergrass
Charlotte Carter	Bobbie Jo Quillen
Gloria A. Clevenger	Helen E. Salyer
Tammy L. Conner	Rosemary Schiefer
Lisa Cox	Kathleen Marie Schott
Constance L. Creamer	Carl L. Smith
Judy H. Freeman	Melissa Dawn Smith
J. Paul Frye	James F. White
Rhonella N. Goodwin	
Kristina D. Hoskins	MOTION BY: COMM. HARR
Janice D. Humble	2ND BY: COMM. HYATT
Carol R. Hutchins	TO APPROVE
Judy Blankenship Hutton	
Robert Grant Hyatt	APPROVED 3/25/95 ROLL CALL (24)
Sherry K. Hyatt	
Roslyn S. Justice	
Phyllis R. Laney	
Cecil W. Laws	
Usley L. Littleton	
Jean Lockhart	

MARCH 20, 1995

APPROVAL OF NOTARY PUBLIC
SURETY BONDS

Carla Allison

Pat Bass

Jim Bishop

Herbert A. Dunn

J. Wesley Edens

Warren G. Foulk

Rebecca C. Gray

Patricia J. Hagy

Luther H. Icehour, Jr.

Gayvern M. Moore

MOTION BY: COMM. HARR
2nd BY: COMM. HYATT TO APPROVE

APPROVED 3/20/95 ROLL CALL VOTE (24)

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING The Sullivan County Board of Commissioners to Consider Amendments to the Sullivan County Zoning Resolution as Amended

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995.

THAT WHEREAS, The attached rezoning petitions have been duly initiated, have been before the Planning Commission (recommendations enclosed), and have received a public hearing as required; and

WHEREAS, Such rezoning petitions will require an amendment to the Sullivan County Zoning Resolution;

NOW THEREFORE BE IT RESOLVED, That the Sullivan County Board of Commissioners consider the attached rezoning petitions and vote upon the proposed amendments, individually or otherwise at the discretion of the Commission, by roll call vote and that the vote be valid and binding and that any necessary amendments to the official zoning map be made so.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: Gay B. Feacher Date: 3/20/95 Gil Hodges Date: _____
County Clerk County Executive

INTRODUCED BY COMMISSIONER T. Jones ESTIMATED COST: 3/20/95
SECONDED BY COMMISSIONER Belcher FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

COMMENTS: Motion by: Comm. T. Jones and 2nd by: Comm. Hyatt - To Approve
APPROVED 3/20/95 Voice Vote

SULLIVAN COUNTY BOARD OF COUNTY COMMISSIONERS

March 20, 1995

Motion by: Consider the following:
Comm. Harr

2nd by: (1) **File # 12/94-7** A request by Bobby Depew to rezone the property described below from R-1 to
Comm. Milhorn B-3: To change and approve PBD Motion approved 3/20/95 Roll Call Vote
and amended by Comm. King - Subject to approval of County Attorney.
Being a tract of land located in the 5th Civil District on the east side of State Route 126
approximately 800 feet north of its intersection with Overhill Drive and further described as
parcel 70.00 map 49 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 12/94-7, Bobby Depew Request

Consider a request to rezone a tract of land located in the 5th Civil District on the east side of State Route 126 approximately 800 feet north of its intersection with Overhill Drive from R-1 to B-3 to permit the location of commercial development.

The applicant was present and spoke in support of the request. Harold Holt, adjacent property owner and resident spoke in opposition to the request for himself and other residents, noting the potential negative impact of proposed commercial development on the residential neighborhood. Staff stated that B-3 zoning would be incompatible with existing zoning and land use patterns and would tend to adversely affect existing residential development, and recommended the request be denied.

Motion Brown, second Teague to deny the request as recommended by staff. Vote in favor of the motion: Brown, Teague, Belcher, Barnes, Kiser, vote opposed: Childress, Hickam. The motion carried 5 to 2, the request was denied.

Motion by: (2) **File # 2/95-1** A request by Georgia Wilten to rezone the property described below from R-1
Comm. Hyatt to R-2: TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
2nd by: TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
Comm. Kiser Being a tract of land located in the 18th Civil District on the south side of Minga Road
approximately 2400 feet south of its intersection with Gammon Road and further described as
parcel 20.00 map 108 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-1, Georgia Wilten Request

Consider a request to rezone a tract of land located in the 18th Civil District on the south side of Minga Road approximately 2400 feet south of its intersection with Gammon Road from R-1 to R-2 to permit the location of a single-wide mobile home.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns and recommended approval. Staff noted that the area to be rezoned was parcel 20 shown on Tax Map 108 containing 2.10 acres.

Motion Barnes, second Hickam, to approve the request as recommended by staff. Vote in favor of the motion unanimous.

Motion by: (3) **File # 2/95-3** A request by Eva M. Kite to rezone the property described below from R-1 to
Comm. Hyatt R-2: TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
2nd by: TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
Comm. Kiser

Being a tract of land located in the 15th Civil District on the south side of Three Oakes Drive approximately 600 feet north of its intersection with Glen Alpine Drive and further described as parcel 140.00 map 90 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-3, Eva M. Kite Request

Consider a request to rezone a tract of land located in the 15th Civil District on the south side of Three Oakes Drive approximately 600 feet north of its intersection with Glen Alpine Drive from R-1 to R-2 to permit the location of a single-wide mobile home.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns, and recommended approval.

Motion Brown, second Childress to approve the request as recommended by staff. Vote in favor of the motion unanimous.

Motion by:
Comm. Hyatt
2nd by:
Comm. Kiser

(4)
2A:

File # 2/95-4 A request by Roy Jones to rezone the property described below from R-1 to R-

TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE

Being a tract of land located in the 5th Civil District on the south side of Meadowview Road approximately 100 feet south of its intersection with Medical Park Blvd. and further described as parcel 89.25, 89.30 and 90.00 map 19 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-4, Roy Jones Request

Consider a request to rezone a tract of land located in the 5th Civil District on the south side of Meadowview Road approximately 100 feet south of its intersection with Medical Park Blvd. from R-1 to R-2 to permit the location of a 4 unit apartment.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning ordinance, land use patterns but recommended rezoning to PRD to allow full site plan review. The applicant accepted the change to PRD.

Motion Daniel, second Belcher to approve the amended request to PRD as recommended by staff. Vote in favor of the motion unanimous.

Due to economic constraints Mr. Jones asked the commission to consider amending the zoning to R-2A instead of PRD.

Motion Brown, second Belcher to allow discussion by the commission to reconsider zoning to R-2A as requested by the applicant. Vote in favor of the motion unanimous.

The commission discussed rezoning to R-2A to allow apartment construction but not mobile homes and not require a full site plan review.

Motion Childress, second Kiser to approve the applicants request to rezone to R-2A. Vote in favor of the motion: Childress, Kiser, Brown, Hickans, Daniel; vote opposed: Barnes, Belcher. The motion carried 5 to 2, the Roy Jones request for rezoning from R1 to R-2A is approved.

otion by:
omm. Hyatt
nd by:
omm. Kiser

- (5) **File # 2/95-5** A request by Fred Amyx to rezone the property described below from R-3 to PBD-3:
TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
 Being a tract of land located in the 10th Civil District on the south side of Lenoir Road approximately 2400 feet west of its intersection with New Beason Well Road and further described as that part of parcel 7.00, Group A map 31-J of the Sullivan County Tax Maps lying east of a line at a point 100 feet east of Morelock St. and north of a line at a point 25 feet south of Alcoa Drive.

The Planning Commission took the following action:

File No. 2/95-5, Fred Amyx Request

Consider a request to rezone a tract of land located in the 10th Civil District on the south side of Lenoir Road approximately 2400 feet west of its intersection with New Beason Well Road from R-3 to B-3 to permit the location of paving company to park trucks.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns, but recommended rezoning to PBD-3 to allow full site plan review. The applicant accepted the change to PBD-3.

Motion Barnes, second Belcher to approve the amended request to PBD-3 as recommended by staff. Vote in favor of the motion unanimous.

otion by:
omm. Hyatt
nd by:
omm. Kiser

- (6) **File # 2/95-6** A request by James T. Hyland to rezone the property described below from R-1 to R-2:
TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
 Being a tract of land located in the 5th Civil District on the east side of Adams Chapel Road approximately 900 feet north of its intersection with State Highway 75 and further described as parcel 9.00 group A map 65-P of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-6, James T. Hyland Request

Consider a request to rezone a tract of land located in the 5th Civil District on the east side of Adams Chapel Road approximately 900 feet north of its intersection with State Highway 75 from R-1 to R-2 to permit the location of a single-wide mobile home.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns and recommended approval.

Motion Belcher, second Daniel to approve the request as recommended by staff. Vote in favor of the motion unanimous.

- (7) **File # 2/95-8** A request by Salvatore Malantonio to rezone the property described below from A-1 to PBD:
WITHDRAWN BY APPLICANT
 Being a tract of land located in the 9th Civil District on the west side of Piney Flats Road approximately 4300 feet south of its intersection with Austin Springs Road and further described as parcel 97 map 135 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-8, Salvatore Malantonio Request

Consider a request to rezone a tract of land located in the 9th Civil District on the west side of Piney Flats Road approximately 4300 feet south of its intersection with Austin Springs Road from A-1 to PBD to permit the location of bed and breakfast/salon.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns and recommended approval.

Motion Kiser, second Childress, to approve the request as recommended by staff. Vote in favor of the motion unanimous.

Motion by:
Cpmm. Hyatt
2nd by:
Comm. Kiser

(8) File # 2/95-9 A request by Chris Darnell to rezone the property described below from B-1 to PBD-3:
TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
Being a tract of land located in the 13th Civil District on the north side of Seaver Road at its intersection with Reservoir Road and further described as parcel 24.00 group E map 75-L of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-9, Chris Darnell Request

Consider a request to rezone a tract of land located in the 13th Civil District on the north side of Seaver Road at its intersection with Reservoir Road from B-1 to PBD-3 to permit the location of mini-storage buildings.

The applicant was present and discussed this lot of record noting that to the best of his knowledge and due to absence of public sewer or an approved septic system, profitable development of the lot would be restricted to his proposal, and then only with variances approved by the board of zoning appeals. No opposition was presented. Staff agreed with the applicants statements and confirmed that development of the lot of record as proposed would require a zoning variance.

Commissioner Brown discussed the proximity of the request to the Kingsport Conference Center project and possible roadway improvements in the area, and noted that he felt the proposed number of storage units on the site was excessive.

Commissioner Kiser stated that he felt the proposed site design could be modified and improved to decrease potential negative impact of the proposal.

James Montgomery stated that the Sullivan County Highway Department had reviewed the proposal and felt sufficient right-of-way existed on Reservoir and Seaver Roads and that the intersection could be improved with a redesign of the site plan.

Motion Kiser, second Childress to approve the request based on comments of commissioners and James Montgomery. Vote in favor of the motion: Kiser, Childress, Hickam, Daniel, Green; vote opposed: Barnes, Brown; abstain: Belcher. The motion carried 5 to 2 and one abstention.

Motion by:
Comm. Hyatt
2nd by:
Comm. Kiser

(9) File # 2/95-10 A request by Charles Ball to rezone the property described below from R-1 to R-2:
TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE
Being a tract of land located in the 10th Civil District on the west side of Packinghouse Road approximately 1600 feet south of its intersection with Aurawood Drive and further described as parcel 51.00 map 31 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 2/95-10, Charles Ball Request

Consider a request to rezone a tract of land located in the 10th Civil District on the west side of Packinghouse Road approximately 1600 feet south of its intersection with Aurawood Drive from R-1 to R-2 to permit the location of a single-wide mobile home.

The applicant was not present. No opposition was present. Staff stated the request was compatible with known plans, zoning and land use patterns and recommended approval.

Motion Childress, second Hickam to approve the request as recommended by staff. Vote in favor of the motion unanimous.

Motion by:
Comm. Hyatt
Second by:
Comm. Kiser

(10) File # 2/95-11 A request by Jim Kalogeros to rezone the property described below from R-1 to PBD:
TO APPROVE REQUEST Approved 3/20/95 ROLL CALL VOTE

Being a tract of land located in the 16th Civil District on the south side of Egypt Road at its intersection with U.S. Highway 11-E and further described as that part of parcel 20 map 97 of the Sullivan County Tax Maps shown as a 1.69 acre tract on a preliminary plat of the Jim Kalogeros property.

The Planning Commission took the following action:

File No. 2/95-11, Jim Kalogeros Request

Consider a request to rezone a tract of land located in the 16th Civil District on the south side of Egypt Road at its intersection with U.S. Highway 11-E from R-1 to PBD to permit the location of future commercial development.

The applicant was present. No opposition was presented. Staff stated the request was compatible with known plans, zoning and land use patterns and recommended approval.

Motion Daniel, second Barnes to approve the request as recommended by staff. Vote in favor of the motion: Daniel, Barnes, Hickam, Childress, Brown, Kiser; vote opposed: Belcher. The motion carried 6 to 1.

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 16th DAY OF January 19 95.

RESOLUTION AUTHORIZING Appropriation of \$100,000 to Conduct an Architectural, Engineering and Site Development Study for Expansion of the Blountville Courthouse

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 16th day of January 19 95

THAT BE IT RESOLVED. That the Sullivan County Board of Commissioners approves an appropriation of \$100,000.00 from Account 35170.000 [Designated Reserve - West End of Courthouse] to a special Capital Projects Fund for the purpose of conducting a preliminary architectural, engineering and site development study for expansion of the west end of the Blountville Courthouse.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this ___ day of _____, 19__.

Attested: _____ Date: _____
County Clerk County Executive

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COST: _____
SECONDED BY COMMISSIONER Surgenor FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive			X	2-1-95

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

COMMENTS: FIRST READING 1/16/95 DEFERRED 2/20/95 WITHDRAWN 3/20/95

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF February 1995.

RESOLUTION AUTHORIZING Establish Citizens Advisory Committee for Sullivan County Quality Management on Politics, Grievances and Waste Elimination

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of February 19 95

THAT WHEREAS, Sullivan County is entrusted with the citizen's money to invest in a reasonable and ethical manner for quality services for all Sullivan County residents; and

WHEREAS, Sullivan County is a primary employer for Sullivan County and has no consistent policy for hiring, terminating, transferring or establishing an equal payroll for equal positions; and

WHEREAS, Judge Steve Jones has provided verbal warnings toward maintaining such an inconsistent payroll policy, and

WHEREAS, Sullivan County employees have grievances toward county departments, but have few alternatives in filing and/or discussing such grievances; and

WHEREAS, County employees and other Sullivan County residents have no specific forum to suggest quality management practices and waste elimination and waste elimination policies;

NOW THEREFORE BE IT RESOLVED, That the Sullivan County Board of Commissioners establishes a Citizen's Advisory Committee entitled "Sullivan County Quality Management on Politics, Grievances, and Waste Elimination". Further, their duties shall include but shall not be limited to:

- 1) Study Sullivan County Policies and Procedures for each department within the County for consistency, fairness and implementation.
- 2) Conduct hearings, where employees do not fear repercussions for their comments, on grievances against departments within the county. This shall include, but is not limited to: employee complaints, suggestions for improvements, concerns and comments.
- 3) Divide into sub-panels to assist each department in evaluations, establishment of quality management processes and elimination of waste.

FURTHER BE IT RESOLVED, That a minimum of four (4) County Commissioners shall be appointed by the County Executive and approved by the County Commission to serve as a liaison and as a sub-panel facilitator. One (1) Commissioner shall serve as the facilitator for the full panel. The "Sullivan County Quality Management Panel" shall have no regulatory powers, instead, they shall vote to make recommendations to the Sullivan County Board of Commissioners for action. The County Attorney shall be consulted on matters of legality, and all recommendations shall be provided to the County Executive and Department Heads. The "Quality Management Panel" shall elect a Secretary to record the minutes of each meeting.

FURTHER BE IT RESOLVED, That twelve (12) panelists be selected by application or Commissioner recommendation from those in the community which are interested. Applicants shall be reviewed by the aforementioned County Commission Panel which shall make a recommendation to the full County Commission for final action. It is desirable to have at least one panelist from each Commission District. The QM Panel is in no way restricted from seeking additional advisory assistance. All participation in this panel is strictly voluntary.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this ___ day of _____, 19__.

Attested: _____ Date: _____ Date: _____
County Clerk County Executive

INTRODUCED BY COMMISSIONER Gonce ESTIMATED COST: _____
SECONDED BY COMMISSIONER Belcher/Surgenor FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative <i>To Table</i>				<i>2-6-95</i>
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

COMMENTS: FIRST READING 2/20/95 WITHDRAWN 3/20/95

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Approval of State Contract for AIDS Prevention and Surveillance

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT WHEREAS, This contract provides for six (6%) wage increases for two (2) employees, and _____

WHEREAS, Sullivan County will extend funding [up front] for this program and will be fully reimbursed by the State of Tennessee and in the event this contract is cancelled, employees will be terminated. _____

NOW THEREFORE BE IT RESOLVED, That the Sullivan County Board of Commissioners approves the State AIDS Prevention and Surveillance Contract to be allocated as follows:

REVENUE CODE: 46321.000 = \$57,200

EXPENSE ACCOUNTS:

55112.100 - Personal Services	\$41,256.00
55112.355 - Contracted Services	2,500.00
55112.400 - Supplies	800.00
58600.201 - Matching FICA	2,557.87
58600.204 - TN Retirement	2,900.30
58600.212 - Matching Medicare	598.21
99101.500 - Operating Transfer	6,554.04

EMPLOYEE BENEFITS:

58600.206 - Employee Life Ins.	77.28
58600.207 - Employee Health Ins.	6,064.20
58600.208 - Employee Dental Ins.	412.56

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995
 Attested: Gay B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Vance ESTIMATED COST: _____
 SECONDED BY COMMISSIONER Hicks FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: APPROVED 3/20/95 ROLL CALL VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 19 95.

RESOLUTION AUTHORIZING Approval of State Immunization Contract for Calendar Year 1995

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 19 95

THAT WHEREAS, The State Immunization Contract for calendar year January 1 - December 31, 1995 has been approved by the State of Tennessee, and

WHEREAS, This contract includes a six percent (6%) wage increase and provides for the part-time Registered Nurse Position to be increased to a full time position, and

WHEREAS, Sullivan County will extend funding [up front] for this program and will be fully reimbursed by the State of Tennessee and in the event this contract is canceled, employees will be terminated,

NOW THEREFORE BE IT RESOLVED, That the Sullivan County board of Commissioners approves the State Immunization Contract to be allocated as follows:

REVENUE CODE: 46322.000 = \$52,300.00

EXPENSE ACCOUNTS:

55113.100 - Personal Services	\$39,000.00
55113.355 - Contracted Services (Travel)	1,000.00
58600.201 - Matching FICA (6.20%)	2,418.00
58600.204 - TN Retirement	2,741.70
58600.212 - Matching Medicare	565.50
99101-500 - Operating Transfer	6,554.04

EMPLOYEE BENEFITS:

58600.206 - Employee Life Insurance	77.28
58600.207 - Employee Health Insurance	6,064.20
58600.208 - Employee Dental Insurance	412.56

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Only passed and approved this 20th day of March, 19 95
 Attest: Gay B. Feather Date: 3/20/95 Gil Hodges Date: 3/20/95
 County Clerk County Executive

INTRODUCED BY COMMISSIONER Vance ESTIMATED COST: _____
 SECONDED BY COMMISSIONER Hicks FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

0404

SUBSTITUTE FOR:

RESOLUTION NO. 8

Page Two

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	22		1	1	
Voice Vote					

COMMENTS: APPROVED 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF February 19 95.

RESOLUTION AUTHORIZING Installation of Sewer Trunk Lines in the Sullivan Gardens and Indian Springs Areas

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of February 19 95.

THAT WHEREAS, Engineering has been completed on a proposed sewer trunk line along Horse Creek in the Sullivan Gardens Area, and Fall Creek in the Indian Springs Area, and

WHEREAS, These trunk lines will serve areas with existing septic tank failures and provide for future economic development, and

WHEREAS, Funding for these trunk lines was approved by the Sullivan County Board of Commissioners on October 18, 1993, Resolution No. 8 and on November 15, 1993, Resolution No. 13 [copies attached];

NOW THEREFORE BE IT RESOLVED, That Sullivan County proceed with the installation of the sewer trunk lines along Horse Creek in the Sullivan Gardens area and Fall Creek in the Indian Springs area, and

ee
mendment
below:
eplaces
hi para-
jr.

FURTHER BE IT RESOLVED, That ownership and maintenance of the trunk lines be negotiated by members of the City/County Sewer Task Force for final approval by each legislative body.

FURTHER BE IT RESOLVED, That Sullivan County provide funding of \$2,000,000 [payable after July 1, 1995] for the Highway 126 Corridor Trunk Line system now being proposed by the City of Bristol.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: *Gay B. Feathers*
County Clerk

Date: *3/20/95* *Gil Hodges*
County Executive Date: *3/20/95*

INTRODUCED BY COMMISSIONER Gonce ESTIMATED COST: _____
SECONDED BY COMMISSIONER Williams/CONKIN FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative		TABLED		3/6/95
Budget	✓			3/9/95
Executive	✓			3/01/95

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	19	3		2	
Voice Vote					

(COMM. GONCE)
COMMENTS: FIRST READING 2/20/95 (AMEND: 3/20/95 FURTHER BE IT RESOLVED, That ownership and maintenance, tap-on fees and user fees to be voted on under separate resolution.

APPROVED AS AMENDED 3/20/95 ROLL CALL VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF February, 1995.

RESOLUTION AUTHORIZING Purchasing Capacity in Johnson City's Knob Creek Wastewater Treatment Plant

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of February, 1995.

THAT WHEREAS, Sullivan County has purchased capacity in the Bristol, Kingsport and Bluff City wastewater treatment plants to serve rural residents of the County, and _____

WHEREAS, The area around the airport and areas in Piney Flats are in drainage basins best served by Johnson City's Knob Creek wastewater treatment plant, and _____

WHEREAS, There is potential for economic development and growth in those areas, and _____

WHEREAS, The City of Johnson City proposes to accept a flow of 220,000 gallons per day (about 880 homes) with the present tap fee of \$1,950 and user rate equivalent of \$3.67 per 1,000 gallons, changing only in the same ratio as future inside charges.

WHEREAS, In 1990, funds were designated to pay Johnson City a portion of the cost for transferring ownership of sewer and water lines near the airport to Kingsport, however the proposed sale was never finalized;

THEREFORE BE IT RESOLVED, That Sullivan County purchase the necessary capacity in the Johnson City Knob Creek wastewater treatment plants for the sum of \$420,000; and further that funds for said purchase be appropriated from Account No. 39000.000 - Reserve Designated Airport Sewer Purchase - Kingsport.

AMEND: Comm. Milhorn - That Sullivan County purchase the necessary capacity in the Johnson City Knob Creek or Regional wastewater treatment plants

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995
Attested: Gay B. Features Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Milhorn ESTIMATED COST: _____
SECONDED BY COMMISSIONER Krell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	13	11			
Voice Vote					

COMMENTS: FIRST READING 2/20/95 APPROVED with Amendment 3/20/95 - Roll Call

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF February 1995.

RESOLUTION AUTHORIZING Appropriation of \$5,000 to the County Coroner's Budget

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of February 1995

THAT WHEREAS, The County Coroner's expenditures are exceeding the budgeted amount for the 1994-95 Budget, and _____

WHEREAS, It is estimated that additional funds are needed to complete the budget year.

NOW THEREFORE BE IT RESOLVED, That the Sullivan County Board of Commissioners approve the appropriation of \$5,000.00 from Account 39000 Undesignated Fund Balance to be allocated as follows:

54610.100 - County Coroner Personnel	+ 2,000.00
54610.300 - County Coroner Contracted Services	+ 1,500.00
54610.400 - County Coroner Supplies and Materials	+ 1,500.00
Total Amendment	+ 5,000.00

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
 County Clerk County Executive

INTRODUCED BY COMMISSIONER Mayes ESTIMATED COST: _____
 SECONDED BY COMMISSIONER Ferguson FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: FIRST READING 2/20/95 APPROVED 3/20/95 ROLL CALL VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 19 95.

RESOLUTION AUTHORIZING Transfer of Property from Pactolus Community Center to Sullivan County to be used for Colonial Heights Library

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 19 95

THAT WHEREAS, It is necessary for the Colonial Heights Library to move from its present location to a building which will meet the requirements of the Americans with Disabilities Act. and

WHEREAS, Pactolus Community Center has approved the transfer of its property on Pactolus Road to Sullivan County for use as a branch of the Sullivan County Library and related purposes with the following stipulations:

(1) that said property shall be used exclusively as a branch of the Sullivan County Library and in the event said property ceases to be used for library purposes that the property will revert back to Pactolus Community Center;

(2) that Sullivan County will not sell or sublet any portion of the property;

(3) that Sullivan County will keep the premises well maintained at all times; and

WHEREAS, Sullivan County desires to accept the aforesaid property from Pactolus Community Center to be used as a branch of the Sullivan County Library with the hereinabove-stated stipulations;

NOW, THEREFORE BE IT RESOLVED, That Sullivan County agrees to accept the pactolus Community Center property located on Pactolus Road in Kingsport, Tennessee under the stipulations hereinabove stated and that Sullivan County shall renovate the said property to be used as the Colonial Heights Library, and

FURTHER BE IT RESOLVED, That the sum of Twenty-five thousand (\$25,000.00) Dollars be appropriated from Account No. 39000 [Undesignated Fund Balance] to Account No. 56504.000 [Library/Pactolus Center-Renovation] to be allocated as follows:

56504.300 [Contracted Services] = \$15,000.00

56504.700 [Capital Outlay] = \$10,000.00

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 19 95
Attested: Sam B. Fitchus Date: _____ Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Carter ESTIMATED COST: _____
SECONDED BY COMMISSIONER Krell/Williams/Conkin FUND: _____

RESOLUTION NO. 14
Page Two

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	23		1		
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL VOTE

0410

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 19 95.

RESOLUTION AUTHORIZING Appropriation of \$3,000.00 from Acct. 39000 - Undesignated Fund Balance to Acct. 58110.000 - Tennessee Bicentennial

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 19 95

THAT WHEREAS, The Sullivan County State Bicentennial Commission during 1994 sponsored several events promoting the Tennessee State Bicentennial, and _____

WHEREAS, This same Commission has already scheduled appropriate activities through September 1995; also is continuing to make plans through June 1, 1996, the Tennessee 200 birthdate, and _____

WHEREAS, To date the Sullivan County State Bicentennial Commission has received no county funding for these events, _____

NOW THEREFORE BE IT RESOLVED, That the sum of \$3,000.00 be appropriated from Undesignated Fund Balance - 39000.00 to Account 58110.000 - Tennessee Bicentennial for the purpose of providing funds for Sullivan County to plan events for commemorating the Tennessee State Bicentennial that will be a memorable calendar for ALL residents of Sullivan County.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 19 95

Gay B. Feathers
Attested: _____
County Clerk

Date: 3/20/95 *Gil Hodges*
County Executive Date: 3/20/95

INTRODUCED BY COMMISSIONER Belcher ESTIMATED COST: _____
SECONDED BY COMMISSIONER Hicks/Milhorn FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WATVER OF RULES APPROVED 3/20/95 ROLL CALL VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Amending FY 1994-95 General Purpose School Budget Due to State Revenues Reduction

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT WHEREAS, State revenues have been reduced since estimates were provided for the preparation of the 1994-95 Budget; and

WHEREAS, Sales tax was adjusted to conform to revised State figures on sales tax; and

WHEREAS, Increases are needed for expenditures for substitute teachers, homebound instruction, and to provide wage increases for professional employees required by the State;

NOW THEREFORE BE IT RESOLVED, That the following adjustments be made to revenues:

REVENUES:		ADDITIONAL	LESS
Local Taxes	40000		(\$112,380)
Licenses & Permits	41000	\$ 693	
Charges for Current Services	43000		(\$ 62,538)
Other Local Revenue	44000		(\$ 13,886)
State of Tenn. Ed. Funds	46500		(\$254,051)
Direct Federal Revenue	47600		(\$ 15,000)
Loc. Reserve Ext. Contract	35160	\$176,128	
Undesignated Fund Balance	39000	\$656,251	

NET REVENUE ADJUSTMENT: \$375,217

EXPENDITURES:		
Regular Instruction Program (Direct)	71100	\$241,096
Special Education Program (Direct)	71200	\$132,041
Vocational Education Program (Direct)	71300	(\$ 64,892)
Adult Education Program	71600	(\$ 3,747)
Attendance	72110	(\$ 844)
Health Services	72120	(\$ 7,784)
Other Student Support	72130	\$ 19,436
Regular Instruction Program	72210	\$ 23,844
Special Education Program	72220	(\$ 1,528)
Vocational Education Program	72230	\$ 3,157
Adult Programs	72260	(\$ 3,145)
Board of Education	72310	(\$ 54,021)
Office of the Superintendent	72320	\$ 15,250
Office of the Principal	72410	\$ 91,108
Fiscal Services	72510	(\$ 6,708)
Operation of the Plant	72610	\$ 75,138
Maintenance of Plant	72620	\$ 15,594
Transportation	72710	(\$ 24,195)
Central and Other	72810	(\$ 2,261)
Food Service	73100	(\$ 973)
Community Services	73300	(\$ 14,478)
Regular Capital Outlay	76100	(\$ 20,871)
Education Debt Service	81300	(\$ 36,000)

TOTAL (EXPENDITURES) \$375,217

AMEND: COMM. VANCE These funds to come from School Funds undesignated Fund Balance.
 WAIVER OF RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: B. Feathers County Clerk Date: 3/20/95 Gil Hodges County Executive Date: 3/20/95

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COST: _____
SECONDED BY COMMISSIONER Krell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED WITH AMENDMENTS 3/20/95 ROLL CALL

AMEND: COMM. GONCE - The County Executive send a follow-up letter to the Governor voicing this Commissions concerns regarding the State Revenue reductions referred to in this resolution.

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Approval of Intergovernmental Financing Agreement for Tri-Cities Regional Airport, Tennessee-Virginia

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners approves the Intergovernmental Financing Agreement for Tri-Cities Regional Airport, Tennessee-Virginia. (Copy attached)

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 1995, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995
Attested: B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COST: _____
SECONDED BY COMMISSIONER Williams FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	23		1		
Voice Vote					

COMMENTS: WAIVER OF RULES Approved 3/20/95 ROLL CALL

INTERGOVERNMENTAL FINANCING AGREEMENT

This Agreement is made and entered into effective as of the first day of May, 1995, by and among Sullivan County, Tennessee, the City of Kingsport, Tennessee, the City of Bristol, Tennessee, the City of Bristol, Virginia, Washington County, Tennessee, the City of Johnson City, Tennessee, and the Tri-Cities Airport Commission.

W I T N E S S E T H

WHEREAS, on October 24, 1935, the City of Bristol, Tennessee, the City of Kingsport, Tennessee, the City of Johnson City, Tennessee, and Sullivan County, Tennessee entered into a contract providing for the joint ownership and operation of an airport and airport facilities in Sullivan County, Tennessee, now known as Tri-Cities Regional Airport, Tennessee Virginia (the "Airport"); and

WHEREAS, as a result of a conveyance from Johnson City to Washington County on July 16, 1948, and an Agreement, dated December 22, 1964, Washington County and Bristol, Virginia, acquired interests in the Airport jointly with the then existing owners; and

WHEREAS, pursuant to said contract, agreement and conveyance, the Airport property is owned as follows:

Washington County	20%
Johnson City	20%
Sullivan County	20%
Kingsport	20%
Bristol, Tennessee	10%
Bristol, Virginia	10%

WHEREAS, the Airport is governed by a Board of Commissioners, known as the Tri-Cities Airport Commission (the "Airport Commission"), composed of twelve (12) members selected as follows:

Washington County	3 members
Johnson City	3 members
Sullivan County	2 members
Kingsport	2 members
Bristol, Tennessee	1 member
Bristol, Virginia	1 member

WHEREAS, in order to provide for the efficient operation of the Airport and the expansion of the services of the Airport to meet the needs of the tri-cities area, the Airport Commission has determined that it is necessary and desirable and in the best interest of the Airport and its owners to purchase certain land for

the Airport and make capital improvements to the Airport, as more specifically described on Exhibit A attached hereto and by this reference made a part hereof (the "Capital Projects"); and

WHEREAS, currently the Airport Commission does not have sufficient funds on hand to pay the costs of the Capital Projects so that it will be necessary to borrow funds in order to finance the Capital Projects; and

WHEREAS, neither the Airport nor the Airport Commission has the power under Tennessee law to borrow money and issue bonds; and

WHEREAS, in order to provide an efficient mechanism for the borrowing of funds and issuance of bonds to finance the Capital Projects, it has been determined by the Airport Commission and agreed to by the parties hereto that Sullivan County issue its bonds in accordance with the terms hereof to finance the Capital Projects and each of the other parties to this Agreement pledge to Sullivan County its pro rata share of certain Airport revenues as more fully set forth herein to be used to pay a portion of principal of and interest on the Bonds and further agree that, in the event said revenues are not sufficient to pay said principal and interest, to pay pro rata portions of said deficiency based on their proportionate ownership interest in the Airport as hereinabove set forth; and

WHEREAS, Sullivan County, Kingsport, Bristol, Tennessee, Washington County and Johnson City are authorized by Section 42-5-202, Tennessee Code Annotated, and provisions relating thereto, to enter into this Agreement for the purpose of taking joint action with respect to the Airport and are authorized by Sections 9-21-101 et seq., Tennessee Code Annotated, to issue revenue bonds for the purpose of financing the Capital Projects and pledge Airport revenues to secure said revenue bonds; and

WHEREAS, Bristol, Virginia is authorized by _____, and provisions relating thereto, to enter into this Agreement for the purpose of taking joint action with respect to the Airport and is authorized by _____, to issue revenue bonds for the purpose of financing the Capital Projects and pledge Airport revenues to secure said revenue bonds; and

WHEREAS, for the purpose of more fully setting forth the agreements, undertakings, obligations and remedies of the parties with respect to the matters set forth above, the parties enter into this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES and the mutual covenants and agreements herein set forth, the parties hereto agree as follow:

1. Sullivan County Bonds. Subject to the terms and conditions of this Agreement, for the purpose of loaning funds to Kingsport, Bristol, Tennessee, Bristol, Virginia, Washington County and Johnson City (individually, a "Participating Entity" and, collectively, the "Participating Entities"), as joint owners of the Airport, to be used for the Capital Projects, Sullivan County agrees to issue not to exceed \$7,500,000 in aggregate principal amount of bonds pursuant to the requirements of Tennessee law (the "Sullivan County Bonds"), bearing interest at a rate or rates not to exceed nine percent (9%) per annum, payable semiannually on May 1 and November 1 of each year, commencing November 1, 1995 or such later date as authorized by the resolution authorizing the Sullivan County Bonds. Principal on said Bonds shall be payable on May 1 of each year, commencing May 1, 1996, or such later date as authorized by the resolution authorizing the Sullivan County Bonds, in amounts sufficient to fully amortize said Bonds with approximately equal annual debt service requirements not later than May 1, 2015. The Sullivan County Bonds shall be payable primarily from and secured by the Airport Revenues, as defined and described in Paragraph 2 hereof, including Sullivan County's pro rata portion thereof, and, in the event of a deficiency therein, from ad valorem taxes to be levied on all taxable property in Sullivan County. Upon the issuance of the Sullivan County Bonds an amortization schedule for the Sullivan County Bonds will be provided to each of the parties and attached hereto and made a part hereof.

2. Revenue Bonds; Pledge of Airport Revenues. (a) Each Participating Entity hereby agrees to issue and deliver to Sullivan County its revenue bond (individually, a "Revenue Bond" and, collectively, the "Revenue Bonds"), in a principal amount equal to the original principal amount of the Sullivan County Bonds times the percentage ownership of the Participating Entity in the Airport as above set forth, bearing interest at the same rate and payable in accordance with the same terms as the Sullivan County Bonds, evidencing the obligation of the Participating Entity to cause to be paid to Sullivan County its pro rata share of the funds loaned by Sullivan County to the Participating Entity as a joint owner of the Airport as provided in Paragraph 1 hereof. The Revenue Bond of each Participating Entity shall be payable from and secured by a pledge of and a lien on that Participating Entity's pro rata portion of (i) Passenger Facility Charges ("PFC's") levied and collected by the Airport Commission under authority of the Aviation Safety and Capacity Expansion Act of 1990, (ii) all other Net Revenues of the Airport, and (iii) all other accumulated funds of the Airport (collectively, the "Airport Revenues"). Payment of principal of and interest on the Sullivan County Bonds in the manner and from the funds described in Section 4 hereof shall discharge the obligation of each Participating Entity hereunder to the extent of the payments so made.

(b) Net Revenues of the Airport as used herein shall mean all receipts, revenues, income, and other monies derived from the

operation of the Airport, exclusive of PFC's, and all rights to receive such receipts, revenues, income and other monies, whether in the form of accounts receivable, contract rights, or otherwise, and proceeds from insurance against loss of, or damage to, the Airport, or from any sale or conveyance of all or any part of the Airport, less Current Expenses. Current Expenses means all expenses incurred in connection with the operation, maintenance, repair, and administration of the Airport, including, but not limited to, salaries, wages, the cost of supplies, materials, utilities, and rental payments and the cost of audits, but shall specifically exclude depreciation, amortization, interest on indebtedness and expenditures for any capital improvements of the Airport, the useful life of which is reasonably expected to exceed one year, determined in accordance with generally accepted accounting principles.

(c) Each Participating Entity and the Airport Commission agree not to issue or permit to be issued any bonds, notes or other obligations payable from or secured by Airport Revenues, other than the Revenue Bonds and the Sullivan County Bonds, without the approval of the Airport Commission acting by majority vote and the consent of Sullivan County.

3. General Fund Payments. Each of the Participating Entities hereby covenants and agrees that, in the event the Airport Revenues are insufficient to pay principal of and interest on the Sullivan County Bonds when due, it will pay to Sullivan County as hereinafter set forth its pro rata portion, based on its proportionate ownership of the Airport as hereinabove set forth, of any such deficiency.

4. Establishment of Funds and Accounts; Payment of Debt Service. (a) Upon the issuance and delivery of the Sullivan County Bonds, the Airport Commission shall establish a separate and special fund to be known and designated the Airport Principal and Interest Sinking Fund (the "Sinking Fund"). The Sinking Fund shall be used solely to pay principal of and interest on the Sullivan County Bonds and for no other purpose.

(b) PFC's shall be deposited to the Sinking Fund monthly as received during the term of the Sullivan County Bonds in an amount equal to one-sixth (1/6th) of the interest coming due on the Sullivan County Bonds on the next interest payment date and one-twelfth (1/12th) of the principal coming due on said Bonds on the next principal payment date; provided, however, no further deposit shall be required when the Sinking Fund balance is equal to or greater than the amount needed to pay principal and interest coming due on the next ensuing principal and interest payment date. All investment earnings on the Sinking Fund shall be retained therein and used for the same purposes and in the same manner as the other funds therein.

(c) The PFCs remaining each month after the deposit to the Sinking Fund shall be used first to replace any funds withdrawn from the Reserve Fund hereafter described to pay principal of or interest on the Sullivan County Bonds and next to reimburse the Airport Commission for any Net Revenues or monies from accumulated funds of the Airport Commission previously used to pay principal of or interest on the Sullivan County Bonds. All remaining PFCs shall be deposited to a restricted account within the Operating Fund of the Airport Commission to be designated the PFC Reserve Account ("PFC Reserve Account"). Funds deposited to the PFC Reserve Account shall be used, to the extent funds are not available in the Sinking Fund, to pay principal of, premium, if any, and interest on the Sullivan County Bonds as they come due. At any time and from time to time, the Airport Commission, at its option, acting by majority vote of the total membership of the Board of Commissioners, subject to any adjustment of voting rights as provided in Paragraphs 5 and 6 hereof, may use amounts in the PFC Reserve Account to pay or redeem Sullivan County Bonds at or prior to maturity, in whole or in part, in such order of maturity as the Airport Commission by majority vote shall approve. Any such early payment of the Sullivan County Bonds must be approved by the Board of County Commissioners of Sullivan County pursuant to the terms of the resolution authorizing the Sullivan County Bonds. All investment earnings of the PFC Reserve Account shall be retained therein and used for the same purposes and in the same manner as other amounts therein.

(d) Upon the issuance and delivery of the Sullivan County Bonds, the Airport Commission shall pay over to the County Trustee for Sullivan County an amount equal to the Reserve Requirement, as hereinafter defined. The County Trustee for Sullivan County shall create a restricted account within the County General Debt Service Fund of Sullivan County to be known and designated as the "Airport Debt Service Reserve Account" (the "Reserve Account"). The Reserve Account shall be initially funded from the funds paid to the County Trustee from the Airport Commission as provided in the first sentence of this subparagraph (d). Money in the Reserve Account shall be used solely for the purpose of paying principal of or interest on the Sullivan County Bonds for the payment of which funds are not available in the Sinking Fund. "Reserve Requirement" means the lesser of (i) the maximum annual principal and interest requirement on the Sullivan County Bonds during any fiscal year during the term of the Sullivan County Bonds; (ii) 125% of the average annual principal and interest requirement on the Sullivan County Bonds during any fiscal year during the term of the Sullivan County Bonds; or (iii) 10% of the stated principal amount of the Sullivan County Bonds. The Airport Commission shall value the amount in the Reserve Account semi-annually on each interest payment date by assigning to the investment securities therein the lower of cost or market value thereof as of the date of valuation. The County Trustee shall invest funds on deposit in the Reserve Account in such investments as shall be directed by the Executive

Director of the Airport, provided the investments shall be permitted investments for counties under Tennessee law. If at any time during the term hereof the value of the Reserve Account shall be less than the Reserve Requirement, whether by reason of withdrawals therefrom or periodic revaluation, the Airport Commission shall immediately deposit sufficient funds from Airport Revenues to cause the value of the Reserve Account to equal the Reserve Requirement. If at any time during the term hereof the value of the Reserve Account exceeds the Reserve Requirement, whether by reason of periodic revaluation or decline in the Reserve Fund Requirement, the Director of Accounts and Budgets for Sullivan County, if requested by the management of the Airport, shall cause to be transferred to the Airport Commission the excess funds. All investment earnings on the Reserve Account shall be retained therein to the extent needed to cause the value of the Reserve Account to equal the Reserve Requirement and, provided the Airport Commission is not then in default hereunder, the balance shall be transferred to the Airport Commission. The Reserve Account shall be applied by the County Trustee to the final two debt service payments on the Sullivan County Bonds and the amount so applied shall be a credit against the obligation of the Airport Commission and Participating Entities to make debt service payments as herein provided.

(e) If on the date which is fifteen (15) days prior to a principal and interest payment date, sufficient money is not available in the Sinking Fund to make the ensuing debt service payment, the Airport Commission shall transfer first from the PFC Reserve Account and then from Net Revenues and accumulated funds of the Airport Commission amounts sufficient to make the ensuing debt service payment. If sufficient funds are not available from the PFC Reserve Account, Net Revenues and accumulated funds of the Airport Commission on said date, the County Trustee of Sullivan County shall transfer funds from the Reserve Account to the Sullivan County General Debt Service Fund to be used to pay debt service on the Sullivan County Bonds.

(f) If funds from all the sources above described are not sufficient to make the required debt service payment when due, the Director of Accounts and Budgets of Sullivan County shall notify, on or prior to the date which is fifteen (15) days prior to the principal and interest payment date, each of the Participating Entities that such deficit exists, the amount thereof and its pro rata portion thereof, computed by multiplying the deficit by the percentage ownership of the Airport of the Participating Entity as set forth herein. Each Participating Entity thereupon shall pay to the Sullivan County Trustee not later than five (5) days prior to the debt service payment date its pro-rata portion of the deficit.

5. Default by Participating Entities. If any of the Participating Entities fails to pay its pro rata portion of the deficit as set forth above, the Airport Commission shall notify the

other Participating Entities of the non-payment, the amount thereof and each Participating Entity's pro rata portion of said amount, computed for each non-defaulting Participating Entity as the percentage ownership interest of the non-defaulting Participating Entity as hereinabove set forth as a percentage of the percentage ownership interests of all the non-defaulting Participating Entities, including Sullivan County. Thereupon, each non-defaulting Participating Entity shall pay its pro rata share of the amount not paid by the defaulting Participating Entity. If this amount is not paid by any Participating Entity, the non-payment shall be treated in the same way as a failure to pay the deficiency above described and the other Participating Entities shall pay their pro rata portion thereof computed in the same way as set forth above.

6. Remedies for Default by Participating Entities. In the event any of Participating Entities fails to make any deficit payment described in Paragraph 5 hereof, the members of the Airport Commission appointed by the defaulting Participating Entity shall immediately forfeit all their voting rights as Airport Commission members and the defaulting Participating Entity's percentage ownership interest in the Airport shall be immediately reduced to zero. A defaulting Participating Entity may at any time cure the default by paying to the non-defaulting Participating Entities the amounts advanced by such Entities pursuant to Paragraph 5 hereof, plus an amount equal to interest thereon at a rate of one percentage point in excess of the rate being paid by the Tennessee Local Government Investment Pool from time to time during the period of the default. At such time as the default is cured, all voting rights and ownership interests of the defaulting Participating Entity shall be restored.

7. Disposition of Bond Proceeds. The proceeds of the sale of the Sullivan County Bonds shall be used and applied as follows:

(a) All accrued interest shall be deposited to the General Debt Service Fund of Sullivan County and used to pay interest on the Sullivan County Bonds on the first interest payment date following delivery of the Sullivan County Bonds.

(b) The remainder of the proceeds of the sale of the Sullivan County Bonds shall be lodged with the Sullivan County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "Airport Capital Projects Fund" (the "Capital Projects Fund") to be kept separate and apart from all other funds of Sullivan County. The funds in the Capital Projects Fund shall be disbursed solely to pay for the Capital Projects, including all engineering, accounting, legal and other professional fees, closing costs incurred in purchasing any real property, and costs and expenses of the issuance and sale of the Sullivan County Bonds, including necessary legal, accounting, engineering,

architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, registration agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the Capital Projects and the issuance and sale of the Sullivan County Bonds. The Capital Projects Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, a pledge of readily marketable securities having at all times a market value of not less than the amount in said Fund. Money in the Capital Projects Fund shall be expended only for the purposes authorized herein. Any funds remaining in the Capital Projects Fund after the completion of the Capital Projects and payment of authorized expenses shall be applied to the payment of interest on the Sullivan County Bonds and shall be a credit against the obligation of the parties herein to pay said interest. Funds in the Capital Projects Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the income and earnings derived from said investments shall be deposited to the Capital Projects Fund and applied and used as all other funds therein.

8. Disbursement of Bond Proceeds. Funds will be disbursed from the Capital Projects Fund upon submission to the Director of Accounts and Budgets of Sullivan County of a draw request in form and substance substantially identical to Exhibit B attached hereto and by this reference made a part hereof, executed by the Chairman of the Airport Commission and the Executive Director of the Airport and approved for payment by the County Executive of Sullivan County. All draw requests shall be for the payment of services performed, work in place or the closing of the property acquisition, as described in Paragraph 7 hereof. Final draw requests shall be accompanied by a completion certificate in form and substance substantially identical to Exhibit C attached hereto and by this reference made a part hereof, executed by the Chairman of the Airport Commission and the Executive Director of the Airport and approved by the County Executive of Sullivan County.

9. Lien and Security Interest. Each Participating Entity hereby grants to Sullivan County a security interest in and a lien on its pro rata portion of the Airport and all assets, real and personal, included therein as security for its obligations hereunder. The lien and security interest granted hereby shall be enforceable by Sullivan County as provided by Sections 66-21-101 et seq., Tennessee Code Annotated, the Uniform Commercial Code or such other provisions of Tennessee law as may be applicable.

10. Refunding Bonds. Sullivan County reserves the right from time to time and at any time to issue its bonds to refund, refinance and defease all or a portion of the Sullivan County Bonds. Upon issuance of any such refunding bonds, Sullivan County shall give notice to the Participating Entities of the new

principal and interest requirements resulting from the refunding. So long as the annual principal and interest requirements after the refunding are not greater than the principal and interest requirements before the refunding and the average maturity of the indebtedness after the refunding is not later than the average maturity of the indebtedness before the refunding, the Participating Entities shall continue to be obligated with respect to the indebtedness as set forth herein, but the obligation shall be based on the new principal and interest requirements. Sullivan County may refund the indebtedness in such a way as to increase annual principal and interest requirements or extend the average maturity only upon prior written consent of all the Participating Entities. If Sullivan County refinances in such a way as to increase the principal and interest requirement or extend the average maturity and fails to obtain the written consent of all the Participating Entities, the obligations of the Participating Entities shall remain the same as if said refunding had not occurred. As used herein, the term "Sullivan County Bonds," and the principal and interest requirements thereof, shall include bonds issued to refund in whole or in part the Sullivan County Bonds pursuant to this Paragraph 10.

11. Prepayment of Bonds. Any Participating Entity may elect to prepay its obligations to Sullivan County hereunder at any time provided such payment shall be in an amount sufficient, together with interest earnings thereon, to pay the Participating Entity's pro rata portion of the principal of and redemption premium, if any, and interest on the Sullivan County Bonds to the earliest optional redemption date.

12. Management of Airport. The control, operation and management of the Airport shall continue to be vested in the Airport Commission subject to any change in voting rights and ownership interests occurring as a result of a nonpayment as set forth in Paragraphs 5 and 6 hereof.

13. Obligations Unconditional. The obligation of each Participating Entity to make the payments required hereunder and under the Revenue Bonds shall be absolute and unconditional and shall remain in full force and effect until the indebtedness evidenced by the Sullivan County Bonds, principal and interest, shall have been paid in full or defeased in accordance with the resolution authorizing the Sullivan County Bonds. The Participating Entities shall not be entitled to any set-off, counterclaim or reduction or diminution in its obligation under the Revenue Bonds or hereunder and each waives any defense to payment of any kind or nature which it has or may have against Sullivan County, except the defense of full and timely payment as required thereunder and hereunder.

14. Contingencies. It shall be a condition of the issuance of the Sullivan County Bonds by Sullivan County that each Participating Entity deliver to Sullivan County the following:

a. A Revenue Bond conforming to the requirements of Paragraph 2 hereof;

b. A Certificate executed by the Chief Executive Officer of the Participating Entity and the attorney for the Participating Entity certifying that no litigation is pending or their knowledge threatened, seeking to restrain or enjoin the issuance, execution or delivery of the Revenue Bond or this Agreement or the performance by the Participating Entity of its obligations thereunder or hereunder or in any manner questioning or relating to the validity of the Revenue Bond or this Agreement, or contesting the powers of the Participating Entity or its authority with respect to the Revenue Bond, the Resolution authorizing this Agreement and the Revenue Bond, or this Agreement, or any act to be done or document or certificate to be executed or delivered in connection with any of the foregoing;

c. An opinion of the attorney for the Participating Entity, as follows:

i. The Revenue Bond and this Agreement have been duly authorized, executed and issued in accordance with the Constitution and laws of the State of Tennessee, or Commonwealth of Virginia in the case of Bristol, Virginia, and constitute valid and binding obligations of the Participating Entity;

ii. The resolution authorizing this Agreement and the Revenue Bond has been duly and lawfully adopted at a meeting of the Governing Body duly and regularly called, noticed and held with a quorum present and acting throughout, is in full force and effect;

iii. The meeting at which the Resolution was adopted was held in accordance with open meetings laws of the State of Tennessee and the Commonwealth of Virginia, as applicable to action taken by the City of Bristol, Virginia.

d. A certified copy of the Resolution authorizing this Agreement and the Revenue Bond.

e. The levy and collection of PFC's has been approved by all necessary persons, entities and government agencies.

15. Entire Agreement. This Agreement constitutes the entire agreement to parties hereto and supersedes all prior agreements and

understandings, both written and oral, between the parties with respect to the subject matter hereof, and may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the validity and enforceability of the remainder of this Agreement or any part hereof.

17. Amendment. This Agreement shall be amended only by written agreement signed by all the parties hereto.

18. Not Assignable. This Agreement and the rights and duties hereunder shall not be assigned by any of the parties hereto.

19. Termination. This Agreement shall be in effect for the term of the Sullivan County Bonds and shall terminate upon payment in full of the Sullivan County Bonds.

20. Notices. Any notices, consents, approvals, requests or actions permitted or required hereunder shall be deemed given when mailed certified mail, return receipt requested, postage prepaid, or sent by facsimile transmission, or given by hand delivery, at the addresses, fax numbers or locations, as appropriate, set forth below, unless a different person, address, number or location is designated to the other parties by notice given as provided herein:

To Sullivan County:

Sullivan County, Tennessee
Sullivan County Courthouse
Main Street - 2nd Floor
Blountville, Tennessee 37617
Attn: Director of Accounts
and Budgets
Telephone: (615) 323-6409
Fax: (615) 323-7249

To Washington County:

Washington County, Tennessee
Post Office Box 219
Jonesborough, Tennessee 37659
Attn: Director of Budgets
and Accounts
Telephone: (615) 753-1717
Fax: _____

To Kingsport:

City of Kingsport, Tennessee
City Hall
225 West Center Street
Kingsport, Tennessee 37660-4237
Attn: City Manager
Telephone: (615) 229-9411
Fax: (615) 229-9350

To Johnson City:

City of Johnson City, Tennessee
601 East Main Street
Post Office Box 2150
Johnson City, Tennessee 37605-2150
Attn: Assistant City Manager
Telephone: (615) 929-9171
Fax: (615) 929-9245

To Bristol, Tennessee

City of Bristol, Tennessee
Municipal Building
801 Broad Street
Bristol, Tennessee 37620
Attn: City Manager
Telephone: (615) 989-5501
Fax: (615) 989-5506

To Bristol, Virginia

Attn: City Manager
Telephone: _____
Fax: _____

To the Airport
Commission:

Attn: Executive Director
Telephone: _____
Fax: _____

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

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22. Limitation of Liability. No Commissioner or officer of the Airport nor any public official of a Participating Entity consenting to or approving the issuance of the Sullivan County Bonds or the execution and performance of this Agreement by the Participating Entities shall be personally liable in any event for (i) the payment of any portion of the principal, interest or premium due under the Sullivan County Bonds or any payment due from any Participating Entity pursuant to this Agreement, or (ii) the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever regarding the Sullivan County Bonds or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

SULLIVAN COUNTY, TENNESSEE

Date: _____

By: _____
County Executive

ATTEST:

County Clerk

CITY OF BRISTOL, TENNESSEE

Date: _____

By: _____
Mayor

ATTEST:

City Recorder

CITY OF BRISTOL, VIRGINIA

Date: _____

By: _____
Mayor

ATTEST:

City Recorder

22. Limitation of Liability. No Commissioner or officer of the Airport nor any public official of a Participating Entity consenting to or approving the issuance of the Sullivan County Bonds or the execution and performance of this Agreement by the Participating Entities shall be personally liable in any event for (i) the payment of any portion of the principal, interest or premium due under the Sullivan County Bonds or any payment due from any Participating Entity pursuant to this Agreement, or (ii) the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever regarding the Sullivan County Bonds or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

SULLIVAN COUNTY, TENNESSEE

Date: 3-20-95

By: *Neil Hodges*
County Executive

ATTEST:
Ray B. Feather
County Clerk

CITY OF BRISTOL, TENNESSEE

Date: _____

By: _____
Mayor

ATTEST:

City Recorder

CITY OF BRISTOL, VIRGINIA

Date: _____

By: _____
Mayor

ATTEST:

City Recorder



424-C

CITY OF JOHNSON CITY, TENNESSEE

Date: _____

By: _____
Mayor

ATTEST:

City Recorder

WASHINGTON COUNTY, TENNESSEE

Date: _____

By: _____
County Executive

ATTEST:

County Clerk

CITY OF KINGSPORT, TENNESSEE

Date: _____

By: _____
Mayor

ATTEST:

City Recorder

TRI-CITIES AIRPORT COMMISSION

Date: _____

BY: _____
Chairman

ATTEST:

Secretary



TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Approval of Attached Resolution which Provides for the Issuance of Bonds for Tri-Cities Regional Airport, Tennessee-Virginia

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995.

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners approves the attached Resolution which provides for the issuance of bonds not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the Tri-Cities Regional Airport, Tennessee-Virginia.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 1995, the public welfare requiring it.

Duly passed and approved this 20th day of March 1995
Attested: Gay B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COST: _____
SECONDED BY COMMISSIONER Williams FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WALVER OF RULES APPROVED 3/20/95 ROLL CALL

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) IN AGGREGATE PRINCIPAL AMOUNT OF AIRPORT REVENUE AND TAX BONDS OF SULLIVAN COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE TRI-CITIES REGIONAL AIRPORT, TENNESSEE VIRGINIA; PROVIDING FOR THE LEVY OF TAX UNDER CERTAIN CONDITIONS FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AND APPROVING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL FINANCING AGREEMENT RELATING THERETO.

WHEREAS, by Sections 9-21-101 et seq., Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to purchase land for and make improvements to airport facilities; and

WHEREAS, Sullivan County, Tennessee, the City of Kingsport, Tennessee, the City of Bristol, Tennessee, the City of Bristol, Virginia, Washington County, Tennessee and the City of Johnson City, Tennessee jointly own a commercial airport and airport facilities, known as Tri-Cities Regional Airport, Tennessee Virginia (the "Airport"); and

WHEREAS, the Airport is operated and managed by and through a Board of Commissioners, known as the Tri-Cities Airport Commission (the "Commission"); and

WHEREAS, the owners of the Airport and the Commission have agreed to the issuance of bonds by Sullivan County to provide funds to purchase land for and construct improvements to the Airport; and

WHEREAS, it is anticipated that said owners will enter into an Intergovernmental Financing Agreement providing for the issuance of said bonds by Sullivan County and establishing the obligations of the other owners to pay a pro rata portion of principal of and interest on said bonds, including the issuance by each to Sullivan County of airport revenue bonds secured by a pledge of and lien on certain revenues of the Airport; and

WHEREAS, the Board of County Commissioners of the County has heretofore determined that it is necessary and advisable to issue its airport revenue and tax deficiency bonds in an aggregate principal amount of not to exceed \$7,500,000 for the purpose of providing funding for the purposes set forth above; and

WHEREAS, an Initial Resolution proposing the issuance of not to exceed \$7,500,000 in aggregate principal amount of revenue and tax deficiency airport bonds, the proceeds of which shall be issued for the purposes hereinabove set forth was adopted on February 20, 1995, and, together with the statutory notice required by Section

9-21-206, Tennessee Code Annotated, was published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$7,500,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom, and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Airport" shall mean the Tri-Cities Regional Airport, Tennessee Virginia together with, and including, the Project, all Airport properties of every nature now or hereafter owned by the constituent entities of the Commission, including all improvements made thereto while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the Airport, and including all appurtenances, contracts, leases, franchises and other intangibles;

(b) "Bonds" shall mean the not to exceed \$7,500,000 Airport Revenue and Tax Bonds of the County, to be dated April 1, 1995, or such later date as shall be designated by the County Executive pursuant to Section 8 hereof, authorized to be issued by this resolution;

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(d) "Commission" shall mean the Tri-Cities Airport Commission;

(e) "County" shall mean Sullivan County, Tennessee;

(f) "Current Expenses" shall mean all expenses incurred in connection with the operation, maintenance, repair, and administration of the Airport, including, but not limited to, salaries, wages, the cost of supplies, materials, utilities, and rental payments and the cost of audits, but shall specifically exclude depreciation, amortization, interest on indebtedness and

expenditures for any capital improvements of the Airport, the useful life of which is reasonably expected to exceed one year, determined in accordance with generally accepted accounting principles;

(g) "Governing Body" shall mean the Board of County Commissioners of the County;

(h) "Intergovernmental Financing Agreement" shall mean the Intergovernmental Financing Agreement, authorized by resolution of the Board of County Commissioners adopted on the date hereof;

(i) "Project" shall mean the purchase of land for and construction of improvements to the Airport;

(j) "Registration Agent" shall mean the registration and paying agent appointed by the County Executive as provided in this resolution to serve as registration and paying agent for the Bonds or any successor designated by the Governing Body; and

(k) "Revenues" shall mean (i) Passenger Facility Charges levied and collected by the Commission under authority of the Aviation Safety and Capacity Expansion Act of 1990, and (ii) all other receipts, revenues, income, and other monies derived from the operation of the Airport and all rights to receive such receipts, revenues, income and other monies, whether in the form of accounts receivable, contract rights, or otherwise, and proceeds from insurance against loss of, or damage to, the Airport, or from any sale or conveyance of all or part of the Airport, less Current Expenses, and (iii) all other accumulated funds of the Airport.

Section 3. Authorization and Terms of the Bonds. For the purpose of providing funds to pay the costs of the Project and to pay costs incident to the issuance and sale of the Bonds as more fully set out in Section 8 hereof, there is hereby authorized to be issued revenue and tax deficiency bonds of the County in the aggregate principal amount of not to exceed \$7,500,000. The Bonds shall be issued in fully registered form, without coupons, shall be known as "Airport Revenue and Tax Bonds, Series 1995", and shall be dated April 1, 1995, or such later date as the County Executive shall designate pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not exceeding nine percent (9%) per annum, payable semi-annually on May 1 and November 1 in each year, commencing November 1, 1995. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof as shall be requested by the purchaser thereof. The Bonds shall mature serially and be payable on May 1 of each year as follows:

<u>Year</u>	<u>Amount</u>
1997	\$235,000
1998	245,000
1999	260,000
2000	275,000
2001	285,000
2002	300,000
2003	320,000
2004	335,000
2005	355,000
2006	375,000
2007	395,000
2008	415,000
2009	440,000
2010	470,000
2011	495,000
2012	525,000
2013	555,000
2014	590,000
2015	630,000

Bonds maturing on May 1, 1997 through May 1, 2003, inclusive, shall mature without option of prior redemption. Bonds maturing on May 1, 2004 and thereafter shall be subject to redemption prior to maturity at the option of the County on or after May 1, 2003 as a whole or in part at any time at the prices set forth below (expressed as percentages of principal amount) plus interest accrued to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption</u> <u>Price</u>
May 1, 2003 through April 30, 2004	102%
May 1, 2004 through April 30, 2005	101%
May 1, 2005 and thereafter	100%

If less than all the Bonds shall be called for redemption, the Governing Body, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Bonds of a single maturity shall be called for redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered

owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from the County pursuant to written instructions from the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice shall be satisfactory to the Registration Agent). From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

The County hereby authorizes and directs the Registration Agent appointed by the County Executive, or any successor thereof, to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

The Bonds shall be payable, principal, premium, if any, and interest, in lawful money of the United States of America at the principal corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the day which is fifteen (15) days next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of

the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable.

Any interest on any Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such

documentation, if any, the Registration Agent shall issue a new Bond or Bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

The Bonds shall be signed by the County Executive and attested by the County Clerk by their respective facsimile signatures, and shall have imprinted thereon a facsimile of the corporate seal of the County.

The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof or as it may designate upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond,

and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 4. Security and Source of Payment. The Bonds shall be payable primarily from and be secured by a pledge and assignment of the Revenues, as more fully provided in Section 6 hereof, and in the event of a deficiency in the Revenues, the Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property lying within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. Prior to the delivery of the Bonds, each of the other owners of the Airport will execute and deliver to the County its airport revenue bond secured by a lien on its pro rata share of the Revenues. The Revenues so pledged and the lien thereof shall be assigned to the owners of the Bonds to secure the prompt payment of principal and interest thereon.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

Number _____ REGISTERED \$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SULLIVAN
AIRPORT REVENUE AND TAX BOND, SERIES 1995

Interest Rate: ___ Maturity Date: ___ Date of Bond: CUSIP No.: ___
April 1, 1995

Registered Owner:
Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the Sullivan County, Tennessee (the "County") for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, or at earlier redemption, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on November 1, 1995, and semi-annually thereafter on the first day of May and November in each year until

this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on the Bonds shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side hereof.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive with his facsimile signature and attested by its County Clerk with her facsimile signature under a

facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

SULLIVAN COUNTY

BY: (Facsimile)
County Executive

(FACSIMILE SEAL)

ATTESTED:

(Facsimile)
County Clerk

Transferable and payable at the principal corporate trust office of: _____, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

[Form of Reverse Side of Bond]

Bonds maturing May 1, 1997 through May 1, 2003, inclusive, shall mature without option of prior redemption. Bonds maturing on May 1, 2004 and thereafter shall be subject to redemption prior to maturity at the option of the County on or after May 1, 2003 as a whole or in part at any time at the prices set forth below (expressed as percentages of principal amount) plus interest accrued to the redemption date:

Redemption Date (dates inclusive)	Redemption Price
May 1, 2003 through April 30, 2004	102%
May 1, 2004 through April 30, 2005	101%
May 1, 2005 and thereafter	100%

If less than all the Bonds shall be called for redemption, the Board of County Commissioners of the County, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Bonds of a single maturity shall be called for redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereinafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to purchase land for and construct improvements to the Airport (as defined in the Resolution) and to pay costs incident thereto and to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the Twentieth day of March, 1995 (the "Resolution").

This Bond is payable primarily from and secured by a pledge of the Revenues (as defined in the Resolution) from the Airport (as defined in the Resolution). In the event of a deficiency in the Revenues, this Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County and payments from the other members of the Tri-Cities Airport Commission, as more fully set forth in the Intergovernmental Financing Agreement, date _____ among the County and said members. As to said payments from the said members, no enforceable pledge has been made of nor any enforceable lien created on any of said payments or funds to make such payments and said members are not obligated for the payment of the Bonds except to the extent of the pledge of and lien on the Revenues as above referenced. For the prompt payment of principal of, premium, if any, and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by a corporation, bank, savings and loan association or any other business entity described in Section 67-4-806, Tennessee Code Annotated, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bonds in the Tennessee franchise tax base of any corporation, bank, savings and loan association or other business entity described in Section 67-4-903, Tennessee Code Annotated.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____ (Please insert Federal Identification Number or Social Security Number _____), whose address is _____, the within Bond of Sullivan County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: Signature must correspond to the face of the within bond without any change or enlargement whatsoever.

Date: _____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 6. Pledge of Net Revenues and Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the County hereby pledges, to the extent of its interest therein, and assigns, to the extent pledged to it pursuant to the revenue bonds described in Section 4 hereof, the Revenues, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Revenues for the purposes herein provided, the County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Revenues and available for the payment of such principal, premium, if any, and interest and from payments made by the other owners of the Airport pursuant to the Intergovernmental Financing Agreement. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the County to the payment of debt service on the Bonds.

Section 7. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of and interest on the Bonds shall be secured equally and ratably by the Revenues without priority by reason of number or time of sale or execution

or delivery, and the Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the County will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues on a parity with or having priority over the Bonds.

Additional bonds may hereafter be issued on a parity with the Bonds under the following conditions, but not otherwise:

(a) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred and then be existing;

(b) The proceeds of the additional bonds must be used solely for the making of improvements and extensions, to the Airport, or any part thereof, or to refund the Bonds or any Parity Bonds or any bonds issued to finance any part of the Airport.

Section 6. Sale of Bonds. The Bonds shall be offered for public sale as required by law at a price of not less than ninety-nine percent (99%) of par and accrued interest as a whole or in part from time to time as shall be determined by the County Executive and shall be awarded and sold by the County Executive. The County Executive is authorized to change the dated date of the Bonds to a date later April 1, 1995, and to adjust principal and interest payment dates and redemption dates in order to facilitate the sale and delivery of the Bonds. The County Executive further is authorized to change the maturity schedule to a period of fewer years than set forth in Section 3 hereof and to sell less than all the Bonds authorized herein and affect a corresponding adjustment in the maturity amounts set forth herein. No Bonds shall be issued hereunder until the publication of the Initial Resolution adopted on February 20, 1995, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and twenty (20) days have elapsed following such publication during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the County Clerk. The County Executive and County Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive and County Clerk, or either of them, are authorized to enter into an agreement with J. C. Bradford & Co., Nashville, Tennessee for financial advisory services for the purposes of coordinating the proper procedures and marketing the Bonds and for the preparation and distribution of any offering material distributed in connection

with the marketing, sale, and delivery of the Bonds. No Bonds shall be sold until the execution by Washington County, Kingsport, Tennessee, Bristol, Tennessee, Bristol, Virginia and Johnson City, Tennessee of the Intergovernmental Financing Agreement described in section 13 hereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be used and applied as follows:

(a) All accrued interest shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "Airport Capital Projects Fund" to be kept separate and apart from all other funds of the County. Funds in the Airport Capital Projects Fund shall be disbursed upon receipt of draw requests as set forth in the Financing Agreement. The funds in the Airport Project Fund shall be disbursed solely to pay the costs of the Project and issuance of the Bonds, including necessary legal, accounting, engineering, and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, Bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the Project and the issuance and sale of the Bonds. Money in the Airport Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Airport Project Fund. Money in the Airport Project Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Airport Project Fund after completion of the Project and payment of authorized expenses shall be used to pay principal of, premium, if any, and interest on the Bonds. Moneys in the Airport Project Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Any earnings on investments in the Airport Project Fund shall be used to pay Project costs, including the payment of the Bond discount, and any excess applied to the payment of interest on the Bonds as it comes due.

Section 10. Official Statement. The County Executive of the County, working with the County's financial advisor, J. C. Bradford & Co., is authorized to cause to be prepared and distributed a Preliminary Official Statement describing the Bonds. The County Executive shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a

final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive shall arrange for the delivery to the successful bidder a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Executive is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 11. Arbitrage. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in gross income for purposes of federal income taxation. The County Executive and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) by delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, liens, pledges, agreements and obligations entered into, created, or imposed hereunder, including the pledge of and lien on the Net Revenues of the Airport set forth herein, shall be fully discharged and satisfied with respect to the Bonds and the owners thereof and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Government Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the

Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Intergovernmental Financing Agreement. For the purpose of providing arrangements for the payment of the Bonds, use and disbursement of Bond proceeds, and other matters relating to the issuance of the Bonds, the County Executive is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Intergovernmental Financing Agreement attached hereto and by this reference made a part hereof. The form of the Intergovernmental Financing Agreement presented to this meeting and attached hereto is hereby in all respects approved and the County Executive and County Clerk are hereby authorized and directed to execute and deliver the same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Executive and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, is not less than twenty (20) years.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

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Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 20th day of March, 1995.

County Executive

ATTEST:

County Clerk

* * * * *

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 20th day of March, 1995.

Bill Hodges

County Executive

ATTEST:

Gay B. Feathers
County Clerk

* * * * *

Pursuant to motion duly made and carried, the meeting adjourned.

Bill Hodges

County Executive

ATTEST:

Gay B. Feathers
County Clerk



TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Rescinding Resolution No. 25 Approved as Amended on June 27, 1994 ("Bristol Life Saving Crew, Inc. be Allowed to Practice as a Shock Trauma Technician as a Certified Class of Emergency Medical Providers as Certified by the Commonwealth of Virginia")

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT BE IT RESOLVED, That Resolution No. 25 approved as amended on June 27, 1994 is rescinded. (A copy of Resolution No. 25 is attached for information purposes).

WAIVER OF RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attest: B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Harr ESTIMATED COST: _____
SECONDED BY COMMISSIONER Vance FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	19	5			
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Bristol Life Saving Crew, Inc. be Allowed to Practice as a Cardiac Technician and a Shock Trauma Technician as a Certified Class of Emergency Medical Providers as Certified by the Commonwealth of Virginia

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT BE IT RESOLVED, That Tennessee Code Annotated 68-10-506 was amended to allow, at the request of other municipal governments, emergency medical skills to be provided in certain areas not having an equivalent certification in the State of Tennessee; and

WHEREAS, The Commonwealth of Virginia certifies cardiac technicians and shock trauma technicians, which certification has no equivalent in the State of Tennessee.

NOW THEREFORE BE IT RESOLVED, That pursuant to the provisions of Tennessee Code Annotated 68-140-506, that the Sullivan County Board of Commissioners requests that the members of the Bristol Life Saving Crew, Inc., who are duly qualified and certified by the Commonwealth of Virginia as cardiac technicians and shock trauma technicians, be permitted to provide that class of emergency medical services in the State of Tennessee.

WAIVER OF RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 1995, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: Ray B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Harr ESTIMATED COST: _____
SECONDED BY COMMISSIONER Vance FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	19	5			
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

RESOLUTION NUMBER 22

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular Session THIS THE 20th DAY OF March 19 95.

RESOLUTION AUTHORIZING Appropriating Up TO \$2,500.00 for Evans Creek Flood Control Project

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 19 95.

THAT WHEREAS, A section of Buncombe Road has experienced repeated flooding problems throughout the years because of Evans Creek terminating in a sinkhole, and

WHEREAS, The Tennessee Department of Transportation has agreed to incorporate into their plans for the construction of Phas III of the Bristol Beltway, a retention structure that will help control flooding on Evans Creek, and

WHEREAS, The Tennessee Department of Transportation's agreement is based on Sullivan County's purchasing flood easements upstream to elevation 1,528 feet, and

WHEREAS, In order to purchase said easements it is first necessary to prepare a survey and to obtain appraisals,

NOW THEREFORE BE IT RESOLVED, That an amount not to exceed \$2,500.00 be appropriated from Right-of-Way Account 58901.300 to Account 58407.300 - Evans Creek Flood Control to be used for survey and appraisal of the aforementioned flood easements on Evans Creek.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 20th day of March, 19 95. Attested: [Signature] County Clerk Date: 3/20/95 [Signature] County Executive Date: 3/20/95

INTRODUCED BY COMMISSIONER Hicks ESTIMATED COST: _____ SECONDED BY COMMISSIONER Milhorn/Belcher FUND: _____

Table with 5 columns: Committee Action, Approved, Disapproved, Deferred, Date. Rows include Administrative, Budget, Executive.

Table with 6 columns: Commission Action, Aye, Nay, Pass, Absent, Total. Rows include Roll Call, Voice Vote.

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING NO PARKING Signs at the end of TVA Road South - 1st Civil District

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT BE IT RESOLVED, That NO PARKING Signs be posted on the circle at the end of TVA Road South as recommended in correspondence from the Sullivan County Highway Department.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: Ray B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Kiser ESTIMATED COST: _____
SECONDED BY COMMISSIONER McConnell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING STOP Signs on Various Streets in the 11th Civil District

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995.

THAT BE IT RESOLVED, That STOP signs be posted on the following streets as recommended in correspondence from the Sullivan County Highway Department:

STOP Sign - on Sandy Road at Stuffle Street

STOP Sign - on Ramah Road at Stuffle Street

STOP Sign - on Ramah Road at Stuffle Terrace

STOP Sign - on Lucinda Road at Stuffle Street

STOP Signs (2) - on Welch Road, one (1) being on each side of Stuffle Street

STOP Sign - on Hayes Street at Stuffle Street

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 1995, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: B. Feathers Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Hubbard ESTIMATED COST: _____
SECONDED BY COMMISSIONER Surgenor FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Additional Appropriation for West Shipley Ferry Road Sewer Project

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

_____ NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT WHEREAS, Approval of Resolution No. 9 of January 16, 1995, provided for the appropriation of \$44,200 to install a sewer collector line in West Shipley Ferry Road, and

WHEREAS, An engineering study has determined that it will be necessary to install a pump station and force main to provide the service which will require additional funding for the project.

NOW THEREFORE BE IT RESOLVED, That an additional sum of \$44,000.00 be appropriated from Undesignated Fund Balance of the General Fund to provide emergency sewer service on West Shipley Ferry Road.

AMEND: Comm. Krell--This amount to be reimbursed to General Fund from Revenue Bonds after the bonds are issued.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995

Attested: B. Teague Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Carter ESTIMATED COST: _____
SECONDED BY COMMISSIONER Krell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	19		3	2	
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED as amended 3/20/95 ROLL CALL

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 20th DAY OF March 1995.

RESOLUTION AUTHORIZING Restricting a Section of Meadowview Road to "NO THROUGH TRUCKS" - 5th Civil District

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION _____, AUTHORIZES COUNTIES TO _____

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20th day of March 1995

THAT WHEREAS, Residents of Meadowview Road have submitted a signed petition expressing concern for their safety and welfare due to Meadowview Road being used as a commercial truck route, and

WHEREAS, A survey by residents indicates that up to 25 trucks within a 20 minute time period are traveling this narrow road,

NOW THEREFORE BE IT RESOLVED, That signs stating "NO THROUGH TRUCKS" be posted restricting a section of Meadowview Road, from Medical Park Drive to Highway 126 (Blountville Highway), to travel by commercial trucks except in the case of delivery to residents of the area.

WAIVER OF RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.

This resolution shall become effective on _____, 1995, the public welfare requiring it.

Duly passed and approved this 20th day of March, 1995
Attested: Gay B. Feather Date: 3/20/95 Gil Hodges Date: 3/20/95
County Clerk County Executive

INTRODUCED BY COMMISSIONER Belcher ESTIMATED COST: _____
SECONDED BY COMMISSIONER Hicks/Millhorn FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	24				
Voice Vote					

COMMENTS: WAIVER OF RULES APPROVED 3/20/95 ROLL CALL

AND THEREUPON COUNTY COMMISSION ADJOURNED TO MEET
AGAIN IN REGULAR SESSION APRIL 17, 1995.

Gil Hodges

GIL HODGES, COUNTY EXECUTIVE