



TENNESSEE

Local Planning Assistance Office

Rachel Jackson Building /6th Floor
320 Sixth Avenue North
Nashville, Tennessee 37243-0405
615-741-2211

July 10, 2000

The Honorable Gil Hodges
County Executive of Sullivan County
P.O. Box 509
Blountville, Tennessee 37617

Dear Mr. Hodges:

The Local Government Planning Advisory Committee at its meeting June 28 approved the Sullivan County Growth Plan submitted by the Sullivan County Coordinating Committee. Enclosed is one copy of the materials submitted by the Coordinating Committee and a copy of the Local Government Planning Advisory Committee Resolution of Approval.

The Comprehensive Growth Plan law requires that you file your plan with your county register. The Local Government Planning Advisory will also keep a copy of your plan.

If I or the Local Government Planning Advisory Committee may be of additional assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Waller", written over a horizontal line.

Don Waller
Director

DW/jw

Enclosure

SUBMITTAL OF COUNTY GROWTH PLAN
AND
CERTIFICATE OF RATIFICATION

Whereas, the Sullivan County Coordinating Committee has developed and recommended to the County and municipal legislative bodies of Bluff City, Bristol, Johnson City, Kingsport and Sullivan County a Growth Plan which complies with TCA 6-58-106; and

Whereas, the County and municipal legislative bodies have ratified the Sullivan County Growth Plan as required by TCA 6-58-104, and

Whereas, the Sullivan County Coordinating Committee has held the requisite public hearings pursuant to TCA 6-58-104; and

Now Therefore, the Sullivan County Coordinating Committee submits to the Local Government Planning Advisory Committee the Sullivan County Growth Plan for its approval pursuant to TCA 6058-104.

Frank M. Brogden
Chair, County Coordinating Committee

6/19/2000
Date

RESOLUTION OF APPROVAL
BY THE
LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE

Whereas, the Sullivan County Coordinating Committee has submitted a County Growth Plan for Sullivan County and its municipalities, and

Whereas, the Coordinating Committee has certified that the plan has been ratified pursuant to TCA 6-58-104;

Now, Therefore Be It Resolved by the Local Government Planning Advisory Committee that the Sullivan County Growth Plan is hereby approved and becomes effective this date.

Jim Stone by DHA
Chair, Local Government Planning Advisory Committee

6/28/00
Date



Don/Mike

Jo: Sullivan Co.

CITY OF KINGSPORT, TENNESSEE

Today is 19 July 2000....Another Beautiful Day in Kingsport!

Mr. Alex R. Fischer
Deputy Commissioner
Department of Economic and Community Development
William Snodgrass/Tennessee Tower Building—11th Floor
312 8th Avenue, North
Nashville, TN 37243-0405

RE: Urban Growth Law "1101"

Dear Mr. Fischer:

Thank you for your letter of 13 July to Mayor Blazier regarding the City of Kingsport's status about the Urban Growth Law. Please be advised that the Sullivan County Growth Plan has been ratified by all political jurisdictions within Sullivan County and has also been approved by the appropriate State agency in Nashville. In other words, the Urban Growth Plan is a *done deal* for Kingsport and Sullivan County.

Unfortunately, the Urban Growth Plan for Hawkins County has not yet been approved by its local governments. I am hopeful that negotiations now in progress will result in the successful adoption of a plan in the near future. I can assure you that we are working hard to resolve this matter this summer.

It is my understanding that the City will not be penalized for any state grants, etc., for projects slated for the Sullivan County part of the City.

I am grateful for the strong support that Commissioner Baxter, the staff of the DEC and you have given to the City of Kingsport, our new Economic Development Partnership and our recent economic development efforts.

Sincerely,


A. Ray Griffin, Jr.
City Manager

2
This is logical, but not clear in the law

cc: Mayor Jeanette D. Blazier
Assistant City Manager for Development T. Jeffrey Fleming



City Hall 225 West Center Street Kingsport, TN 37660-4237 (423) 229-9400

Kingsport — The Best Place To Be



Reviewed 6/27/00

Local Government Planning Advisory Committee
County Growth Plan Checklist

Sullivan County

yes

Two Copies of the Growth Plan (Minimum of two maps depicting Municipal Boundaries, Urban Growth Boundaries, Planned Growth Areas, and Rural Areas).

yes

One signed copy of the Ratification Form

- 2 Kingsport
- 2 Bristol
- 2 Johnson City
- 2 Bluff City
- 2 County wide signed
- 10 labels

Ready to Approve

Sullivan County

Gil Hodges
County Executive



P.O. BOX 509
BLOUNTVILLE, TENNESSEE
37617
PHONE
615 / 323-6417

June 21, 2000

Stan Harrison
State of Tennessee
Department of Economics and Community Development
207 North Boone Street
Johnson City, TN 37604

Dear Stan:

I wish to express my thanks to you and your staff in working so diligently with Sullivan County in developing the 1101 Growth Plan and gaining its approval. While a number of people made considerable contributions toward the Growth Plan, you in particular went beyond the call of duty with the resources available to you. You exhibited the professionalism, which best charatizes, what good government public servants are all about.

If this office or myself can be of assistance to you in the future please advise. Again thanks and I am looking forward to working with you in the future.

Sincerely:

Gil Hodges
County Executive

GH/mag

CC: Don Waller, Director of Planning



State of Tennessee
Department of Economic and Community Development

Local Planning Assistance Office
William Snodgrass/Tennessee Tower Building-10th Floor
312 8th Avenue North
Nashville, Tennessee 37243-0405
615-741-2211

March 8, 2005

The Honorable Richard Venable
Sullivan County Mayor
3411 Hwy 126, Suite 206
Blountville, TN 37617

RE: Sullivan County Joint Economic and Community Development Board

Dear Mayor Venable:

As you are aware, Sullivan County received approval from the Local Government Planning Advisory Committee (LGPAC) in October of 2000 for the Sullivan County Economic Development Council to serve as the county's joint economic and community development board. Mr. Jack Lawson has requested that I review the bylaws of the newly created Bristol, Bluff City, Kingsport, and Sullivan County Economic Development Partnership and advise on the status of the "sufficiently similar" approval granted in 2000 by the LGPAC. I have conducted my review and the following are my findings.

The approval granted by LGPAC does not extend to the new organization because the statute guiding the creation of the joint economic and community development board requires that an existing organization seeking "sufficiently similar" approval must have existed prior to May 19, 1998. Therefore Sullivan County no longer falls into this category. It appears in my review that the new organization has been established by interlocal agreement in full compliance with the requirements of Tennessee Code 6-58-114 and does not require approval by the Local Government Planning Advisory Committee.

I am providing copies of this correspondence to our Department of Economic and Community Development staff so there will be no confusion regarding the legitimacy of the Bristol, Bluff City, Kingsport, and Sullivan County Economic Development Partnership when applying for grants, Three Star certification, or other department programs.

Please contact me if you have questions.

Sincerely,

Dan C. Hawk, AICP
Director of Local Planning Assistance

Copy: Joe Barker, Assistant Commissioner for Community Development
Melinda Kiefer, Director of Community Economic Development
Phillip Trauernicht, Director of Program Management
Jack Lawson, Sullivan County Economic Development Council

DCH:jw

BYLAWS
OF
BRISTOL, BLUFF CITY, KINGSPORT AND SULLIVAN COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP

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BYLAWS OF
BRISTOL, BLUFF CITY, KINGSPORT AND SULLIVAN COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP

ARTICLE I: GENERAL

Section 1. NAME

The name of the organization shall be the Bristol, Bluff City, Kingsport and Sullivan County Economic Development Partnership (the "Partnership"). This organization was established by the four governmental entities entering into an Intergovernmental Cooperative Agreement (the "Agreement") and is incorporated under the laws of the State of Tennessee.

Section 2. LOCATION

The offices of this organization shall be within Sullivan County, Tennessee, at a central location selected by the Board of Directors.

Section 3. PURPOSE

The purpose of the Partnership is to foster communication relative to economic and community development between and among government entities, industry and private citizens. Further, the Partnership is organized to establish, coordinate and implement a comprehensive economic development agency whose purpose is to develop an overall economic development strategic plan for all of Sullivan County, the Cities of Bristol, Bluff City and Kingsport, whose goals are to create value added jobs, expand and diversify the economic base, and generate increased tax revenues for local government. This Plan should include, but not be limited to a unified, regional economic development agency, regional marketing campaign, recruitment of new businesses and industry, retention and expansion of existing business and industry, and oversee implementation of the strategic plan. The intent is to allow for the continued efforts and contributions by the Chambers of Commerce (C.C.), Convention and Visitors Bureaus (C.V.B.), etc., to enhance the respective and collective community efforts that are outside the scope of activities of the Partnership. It is the intention of the member entities that the Partnership will work cooperatively with other

organizations including governmental entities to advance the purposes herein stated to the extent that inter-local agreements and the structure and function of the Partnership will render political boundaries meaningless for the purposes of economic development, and for such other purposes upon which the member entities may agree that are not inconsistent herewith or inconsistent with the Charter, the Agreement, or governing statutes of any of the entities.

Section 4. FINANCIAL SUPPORT

The Partnership will have an annual budget and each Member Entity shall be obligated to support the Partnership financially as set forth in these Bylaws and articulated with the annual budget.

Section 5. AREA

The Sullivan County area shall be construed to include the whole of Sullivan County, unincorporated, and each of the member entities.

Section 6. LIMITATION

The Partnership shall be nonprofit, nonpartisan, and non-sectarian. The Partnership shall observe all local, state and federal laws, which apply to not-for-profit organizations as defined in Section 501c(6) of the Internal Revenue Code.

ARTICLE II: MEMBERSHIP

Section 1. COMPOSITION

The members (Bristol, Bluff City, Kingsport and Sullivan County) making up the Partnership are sometimes herein referred to as a "member entities". Other organizations may be accepted into membership upon such terms and conditions as the member entities may unanimously determine.

Section 2. TERMINATION OF MEMBERSHIP

2.1 Voluntary Withdrawal

Any member Entity may withdraw from the Partnership at any time upon not less than six (6) months prior written notice. Such withdrawal shall be effective at the

conclusion of the fiscal year in which such notice period expires. Any such withdrawal shall be subject to such contractual obligations as the withdrawing Member Entity may have with the Partnership.

2.2 Involuntary Termination

In the event a Member Entity defaults in the payment or performance of its obligations under these Bylaws, the Intergovernmental Agreement, or under any other agreement or contract hereafter undertaken by the Member Entities, the Partnership shall give the defaulting Member Entity written notice of such default. If the defaulting Member fails to cure its breach within forty-five (45) days of such notice, the remaining Member Entities shall be entitled to terminate the defaulting Member Entity's membership.

2.3 Effect of Termination

Upon the termination of the membership of any Member Entity, any jointly owned resources shall become the assets of the remaining Member Entities. The defaulting Member shall remain fully responsible for all outstanding financial obligations as provided for under these Bylaws or under the Intergovernmental Agreement or any other contract or agreement hereafter in effect.

2.4 Dissolution

The Member Entities may mutually agree to terminate the Partnership upon fulfilling any outstanding obligations to third parties or otherwise adequately providing for the continued performance of the Partnership's ongoing obligations and commitments to third parties.

ARTICLE III: BOARD OF DIRECTORS

Section 1. DUTIES

The government and policy-making responsibilities of the Partnership shall be vested in a Board of Directors. The Board shall control any property belonging to the Partnership, be responsible for its budget and finances, employ a C.E.O., as set forth in Article VI,

Section 4, and otherwise direct its affairs.

Section 2. COMPOSITION

The Board of Directors shall be comprised of twenty-five voting members including the four Mayors representing the parties. Each member's legislative body shall appoint one member to serve on the Board. The four mayors shall collectively appoint twelve other members at-large including of the two principal power system providers (Bristol Tennessee Essential Services "BTES" and American Electric Power "AEP" and their successors). One of these twelve appointees shall be the owner of land qualifying for classification and valuation under Tennessee Code Annotated Title 67, Chapter 5, Part 10. The twenty members of the Board shall collectively appoint five other members to complete the twenty-five-member body as set forth in their Bylaws. One or more of these five appointees may be from a publicly owned utility or communications company with a service territory within Sullivan County and providing funds for the enhancement of the efforts of the Partnership under Article IX, Section 13. The board members shall represent the various segments of the business community, such as financial, real estate, manufacturing, health care, legal, education, agriculture, and small business with consideration for geographic balance demographic, cultural and ethnic diversity.

Section 3. TERM LIMITS

The appointed members of the Board representing the member entities shall be appointed for initial terms of a three and four-year duration, with all succeeding terms for three years and the Mayors or their designees shall remain on the Board for their tenure without regard to term limits in office as follows:

- 4 members: Mayors of each jurisdiction: term concurrent with Mayor's term of office
- 6 members: initial 4 year term; subsequent term of 3 years
- 5 members: initial 3 year term; subsequent term of 3 years
- 5 members: initial 2 year term; subsequent term of 3 years
- 5 members: governing board representatives 1 year term

The four members representing the member entities' legislative appointments shall be appointed for a one year term according to the respective bodies reorganization schedules not to exceed their tenure in office. At-large Board Members may serve two terms after which they must retire from the Board for a minimum of one year. After not serving for a one-year period of time, individuals that have previously served may again be considered for another two-term cycle. The Mayors, the four governmental body representatives, and the Power System representatives are not subject to the two-term limit.

Members of the Board of Directors must continue to retain the qualification of membership, which provided for their being named to the Board of Directors. Should they cease to hold such office or position, they shall be considered to have vacated their position on the Board, and a new person shall be appointed to fill their unexpired term in accordance with the appointment process. The Mayors of Bristol & Kingsport may designate their City Managers to represent him/her on the Board, the Mayor of Bluff City may designate the vice mayor to represent him/her on the Board, and the County Mayor may designate the Director of Accounts & Budgets to represent him/her on the Board. The designation must be made at the beginning of the Mayor's term and be in place for the duration of his/her term or until the position is vacant and again filled by the mayor or his/her designee.

ARTICLE IV: EXECUTIVE COMMITTEE

Section 1. MEMBERS

The Executive Committee shall be composed of nine (9) members as follows: the Chairman, Vice Chairman, the Secretary/Treasurer, the County Mayor, the Mayor of Kingsport, the Mayor of Bristol, and up to three other members at large nominated by the four mayors and approved by the Board of Directors. The C.E.O. shall be an ex-officio member of the Executive Committee.

Section 2. DUTIES

The Executive Committee shall represent and carry out the policies and decisions of the Board of Directors. The Executive Committee shall have the power to represent the

Board of Directors to negotiate the contractual relationships to purchase and sale property within the financial provisions established by the Board of Directors regarding the respective projects.

The Executive Committee shall form a search committee to hire a C.E.O., negotiate the terms of his/her contractual relationship with the Partnership, and recommend the hiring of the C.E.O. to the Board of Directors. Included in their responsibilities regarding the C.E.O. are to perform an annual evaluation and the power to terminate the employment of the C.E.O.

Section 3. LEGAL COUNSEL

The Executive Committee shall appoint Legal Counsel, subject to the approval of the Board of Directors. The Legal Counsel will attend the Executive Committee and Board of Directors meetings.

ARTICLE V: OFFICERS

Section 1. ELECTION

The four Mayors will serve as the permanent nominating committee and meet together annually in June of each year to coordinate the appointment process, and at such other times as necessary to fill vacancies.

The Mayors will nominate officers and members of the Executive Committee, which shall be approved by a majority of the members of the Board of Directors. The officers of the Partnership shall be a Chairman, a Vice-Chairman, and a Secretary/Treasurer selected from the at-large membership of the Board. The Vice-Chairman shall automatically succeed to the office of Chairman the following year. All officers shall assume their duties on July 1 of the ensuing years or and shall serve for a one-year term Mayors, or their designees, shall assume their positions on the Board at the next organized meeting upon entering office.

Section 2. CHAIRMAN

The Chairman shall preside at all meetings of the Board of Directors and Executive Committee meetings with voting privileges on each body. The Chairman shall also have

general charge of all Partnership property and activities as authorized by the Board of Directors.

Section 3. VICE-CHAIRMAN

The Vice-Chairman shall perform the duties of and may exercise the authority of the Chairman in his/her absence and shall succeed to the office of Chairman for the following year. The Vice-Chairman shall also be responsible for other activities as may be assigned by the Chairman.

Section 4. SECRETARY/TREASURER

The Secretary/Treasurer shall maintain minutes of the Board of Directors and Executive Committee meetings, oversee Partnership funds, and be responsible for financial reports to the Board of Directors and Executive Committees and shall perform such other duties as may be assigned by the Chairman.

ARTICLE VI: ADMINISTRATIVE EMPLOYEES

Section 1. GENERAL

The Partnership will employ a C.E.O. who with proper approval from the Executive Committee, shall employ such other staff as may be reasonably necessary for the purpose of carrying out the marketing program and other aims of the Partnership. The Partnership will coordinate and enter into contractual arrangements with the C.V.B., C.C.'s for any and all the purpose of providing unified staffing and coordination of marketing services.

Section 2. C.E.O.

The C.E.O. shall be the chief executive officer of the Partnership and shall be charged with carrying out the policies of the Board of Directors under the direct supervision of the Executive Committee. The responsibilities shall also include the general supervision and management of the office and business affairs of the Partnership, the supervision of the staff, and the provision of staff services in coordination with the state and other

governmental entities, Chambers of Commerce and other related organizations.

Section 3. POSITION

The C.E.O. shall be responsible for carrying out the legal powers, obligations, and functions of the Partnership as their agent. When functioning by and on behalf of an individual member entity, the C.E.O. owes a duty of full confidentiality, allegiance, and loyalty to that entity and shall not divulge to or share with other entities information, which should remain confidential.

The CEO shall be appointed by the Board of Directors without regard to political affiliation, race, gender, creed, ethnic background, etc. and shall serve at the pleasure of the Board. The Board may enter into an employment agreement with the C.E.O. and shall define and provide for the compensation and benefits of the C.E.O. as recommended by the Executive Committee. The C.E.O. need not be a resident of Sullivan County when hired; however, he/she must establish residency within Sullivan County within six (6) months of appointment.

The Executive Committee will establish the duties of the C.E.O., will annually review and audit the C.E.O.'s account, salary, and job performance and report their finding to the Board of Directors and to the Boards of the respective member entities for their review and comment. Any adverse evaluation or comment shall be referred to and dealt with by the Executive Committee. The Executive Committee will also serve as a search committee for the hiring of a C.E.O. and will serve as a personnel committee to annually evaluate his/her performance.

ARTICLE VII: COMMITTEES

Section 1. CREATION

The Chairman, with the approval of the Board of Directors, shall appoint such committees as are deemed necessary to facilitate the work of the Partnership, in addition to those committees specifically required by the Bylaws.

Section 2. STANDING COMMITTEES

The Board of Directors shall have the following standing committees: the Executive Committee (as described in Article IV), the Property Committee (as described in Article VII, Section 5), and the Nominating Committee as described in the following paragraph.

The four Mayors of the Member Entities shall serve as the permanent nominating committee and shall meet together annually in June of each year to coordinate the appointment process, and as such other times as necessary to fill vacancies on the Board of Directors and Executive Committee.

Section 3. LIMITATIONS

No action by any committee, excepting the Executive Committee, shall be binding upon or constitute an expression of the policy of the Partnership until it shall have been approved or ratified by the Board of Directors.

Section 4. EX-OFFICIO

The Chairman and/or a designated member shall be an ex-officio member of each committee.

Section 5. MEETINGS

Each committee is subject to the call of the Chairman, the Committee Chairman, or his designate.

Section 6. REPORTS

Reports by the Executive Committee of actions taken on behalf of the Partnership shall be made at each meeting of the Board of Directors. Reports from other committees shall be made as requested or required. The annual report of the Partnership to the Governing Bodies shall be made at a joint meeting with representatives of the all member entities. The report shall include the accomplishments for the year and the goals for the forthcoming year as well as the audited annual financial report.

ARTICLE VIII: PROPERTY

Section 1. GENERAL

The Partnership may own, lease or rent real or personal property according to need as

determined by the Board of Directors. All existing property owned by the member entities shall remain the separate property of the member entity, unless unanimously agreed to purchase by the member entities. Nothing herein shall prohibit the sale, lease or transfer of property between the Partnership and its member entities.

Section 2. MORTGAGES, NOTES AND DEEDS

The Board of Directors may authorize the proper officer or officers to execute deeds, notes or mortgages for the purchase, financing or refinancing of real property as deemed necessary.

Section 3. LIMITATIONS ON USE

Use of any building or property owned by the Partnership shall be for its purposes and any use by outside agencies shall be limited and such use shall be for a purpose consistent with the principal objectives of the Partnership. The Partnership may rent or lease space to or from other compatible agencies including its member entities. Any tenants of the Partnership shall be bound by any policies for use established by the Partnership Board of Directors.

Section 4. MAINTENANCE

Any property owned by the Partnership shall be adequately maintained, insured and protected. Funds shall be set-aside in each annual budget to properly finance and maintain buildings and property on a continuing basis.

Section 5. PROPERTY COMMITTEE

There shall be established a Property Committee composed of the Chairman and Vice Chairman and other members of the Board appointed by the Chairman including, but not limited to, the County Mayor and the Mayors of the cities of Kingsport, Bristol, and Bluff City. This committee, with the C.E.O., shall be directly responsible for the annual maintenance of real and personal property and shall make recommendations to the Board as to the use of the property and for funds required for maintenance. The Property Committee shall at the direction of the Executive Committee pursue additional property for development purposes, based upon available funding provided and approved by the Board of Directors

and Member Entities.

ARTICLE IX: FINANCES

Section 1. FUNDS

All monies received by the Partnership shall be deposited immediately into an official bank account within Sullivan County for the respective purpose for which the funds are received. An account shall be established for all operating funds. Additional accounts shall be established for development projects as approved by this body and funded by the member entities. All funds received from property owned and marketed by the Partnership shall be deposited into a separate escrow account for future development purposes. The funds subscribed or contributed for a specific purpose shall be so designated on the books.

Section 2. CAPITAL ACCOUNTS

The Member Entity's respective ownership interests in the Partnership shall be as follows:

Sullivan County	51%
City of Kingsport	31%
City of Bristol	17%
City of Bluff City	1%

The Partnership shall establish a capital account for each Member Entity, which shall represent each Member Entity's respective ownership interest in the Partnership. Such capital accounts shall be credited with each Member Entity's proportionate share of income and gains and debited with each Member Entity's proportionate share of expenses and losses.

Section 3. DISBURSEMENTS

No obligation or expense shall be incurred and no money shall be appropriated or paid except in accordance with regulation established and adopted by the Board of Directors. Procurement guidelines shall include requirement of standards at a level equivalent to or greater than Sullivan County Government.

Section 4. CHECKS AND DRAFTS

All checks and drafts on corporate funds shall be signed by (i) one authorized member of the Partnership's Staff and one officer of the Partnership, or (ii) two (2) officers of the Partnership.

Section 5. PROMISSORY NOTE

No promissory note shall be given except as expressly authorized by the Board of Directors and reflected upon the minutes of the Board. All promissory notes shall be signed by the Chairman, Secretary/Treasurer and such other Board Member(s) as designated by the Board of Directors.

Section 6. FISCAL YEAR

The fiscal year of the Partnership shall be July 1 through June 30.

Section 7. BUDGETS

7.1 Operating Budget

No later than February 1 of each year, the Chief Executive Officer shall prepare a proposed operating budget for the next fiscal year, which shall be reviewed and approved by the Executive Committee and presented to the Board of Directors for adoption and approval. The Board of Directors shall adopt a proposed operating budget at its February meeting each year. Subject to such adjustments as may hereby be made in accordance with future federal census reports, each operating budget approved by the Board of Directors shall be funded by its Member Entities as follows:

Sullivan County	51%
Bristol	17%
Bluff City	1%
Kingsport	31%

The portions of the budget to be allocated to each of the three city Member Entities shall be based upon their pro rata share of their collective population according to the latest federal census figures and shall be adjusted from time to time according to the results of the latest federal census.

7.2 Specific Project Budgets

A specific budget for each development project undertaken by the Partnership shall be

prepared and presented to the Board of Directors for approval. The funding levels by each Member Entity shall be the same as shall be specified for the operating budget under Section 6.1 (as adjusted from time to time according to changes in the federal census) except where the Member Entities unanimously agree on another plan to beset utilize the resources available for development proposes. Revenues directly generated from each project shall be shared with the Member Entity based upon their funding formula for the project.

Section 8. SURPLUS FUNDS

The Board shall review the balances in each of the accounts during the budget preparation process and maintain balances adequate to support an orderly flow of funding for the proposed operations. Account balances should be established to cover three months operating expenses as a minimum.

Section 9. ACCOUNTING/AUDIT

The financial records and accounts of the Partnership shall be maintained in accordance with generally accepted accounting principles and in accordance with guidelines established by the Tennessee Comptroller of the Treasury. An annual audit shall be prepared and submitted to the Board of Directors within six months after the close of the fiscal year by a certified public accountant selected by the Board of Directors. A copy of the audit shall also be filed with the Tennessee Comptroller of the Treasury.

Section 10. BONDS

Those persons designated in Section 3 hereof shall be bonded. The officers and employees of the Partnership shall be bonded in such an amount and in such a manner, as the Board of Directors shall deem advisable.

Section 11. SALE OF TICKETS, ETC.

The Partnership shall not spend any money or incur any obligation for the purchase of tickets, chances, underwriting, or contributions to financially assist any charity or cause of any other organization, business or individual. The foregoing shall not be construed to prohibit exchange of membership or services on an equal dollar basis when deemed

advantageous to the Partnership. Waiver of this policy shall require a two thirds or more affirmative vote of those present and voting of either the Executive Committee or the Board of Directors and shall require a determination that the purpose is consistent in principal with the objectives and programs of the Partnership.

Section 12. REVENUE SHARING

All direct tax revenues generated directly by a Member Entity from the activities of the Partnership shall be deposited to a special revenue account maintained by the Partnership. The funds from this revenue account may be budgeted by the Board of Directors for additional development cost or offset the required funds of member entities for operational cost. Any surplus funds in addition to retaining adequate balances (surpluses) may be dispersed to the member entities based upon the operational funding formula.

Section 13. PUBLIC/PRIVATE FUNDING

The Partnership shall cooperate with the public/private sector in developing and managing the creation of separate foundations to solicit and manage such funding for the enhancement of the efforts of the Partnership to include marketing, business financing and development. These funds shall be maintained under separate management with appropriate accountability for such funds. No funds of the Partnership shall be commingled or shared in any way with the Foundation's funds.

ARTICLE X: MEETINGS

Section 1. BOARD OF DIRECTORS

The Board of Directors shall hold open meetings bi-monthly or more often except as waived by the Board, at such time and place as may be determined by the Board. Special meetings may be held on call, in writing, by the Chairman, the Executive Committee, or four members of the Board, with a minimum of 24 hours public notice.

Section 2. EXECUTIVE COMMITTEE

The Executive Committee shall meet monthly or more often as scheduled by the body

and at such times as may be determined by its members and shall also meet upon the call of the Chairman or any two members of the committee. Procedures may be developed for meetings through the use of telecommunication for the convenience of the members. Due notice shall be given to each member at least 24 hours prior to any special meeting.

Section 3. ETHICS

The Board shall adopt a written code of ethics requiring a high degree of moral standards in the performance of the Members of the Board and all employees in the performance of their duties.

Section 4. QUORUMS

A majority of voting members present (13) shall constitute a quorum at any regular or special meeting of the Board of Directors. A majority of voting members (5) of the Executive Committee shall be required to constitute a quorum. A quorum for any meeting of any other committee or task force is constituted when a majority of the committee members are present.

Section 5. PARLIAMENTARY RULES

All questions of parliamentary procedure shall be determined according to Robert's Rules of Order except as otherwise provided by these Bylaws or by policies duly established by the Board of Directors.

Section 6. FAILURE TO ATTEND MEETINGS

Any member, except the Mayors and governing bodies representatives, which miss three consecutive regularly scheduled meetings may be considered to have vacated the position and a replacement may be appointed to complete the term of office.

ARTICLE XI: APPROVAL OF BYLAWS AND AMENDMENTS

Section 1. INITIAL APPROVAL

These Bylaws shall be considered adopted and effective upon their approval and ratification by the Board of Directors.

Section 2. AMENDMENT BY MEMBERS

These Bylaws may be repealed, altered, or amended by the affirmative vote of three fourths of the Directors at any meeting of the Board of Directors provided notice of the proposed amendment is included in the call for such meeting. A complete copy of these Bylaws and all approved amendments shall be filed with the Clerk for each Governing Body.

ARTICLE XII: CONDUCT OF DIRECTORS AND OTHERS

Section 1. NO PERSONAL INTERESTS

Except as provided in this Article XII, no director, officer or employee of the Partnership or any member of his or her immediate family shall, directly or indirectly, be personally interested in any contract or transaction to which the Partnership is a party. Any Director who has knowledge of any such potential conflict of interest shall advise the Partnership fully and accurately of such circumstances.

Section 2. EXCEPTION

Notwithstanding Section 1, and to the extent otherwise permissible under applicable law, a director, officer or employee of the Partnership may have a personal interest in a contract or transaction to which the Partnership is a party if (a) prior to approval, the material facts of the contract or transaction, and the interest of the Director, officer or employee is disclosed or known to the Board of Directors, and (b) the transaction is fair to the Partnership. A contract or transaction of this nature is properly authorized and approved if it receives the affirmative vote of a majority of the Directors who have no direct or indirect interest in the contract or transaction; provided, however, a contract or transaction may not be authorized or approved under this Section 2 by a single director. If a majority of the Directors or who have no direct or indirect interest in the transaction vote to authorize or approve the transaction, a quorum shall be deemed present for purposes of taking such action.

Section. 3. ABSTENTION OF INTERESTED DIRECTOR

Any director or employee of the Partnership who is an interested party with respect to any such contract or transaction shall not vote on such matters and shall refrain from

otherwise attempting to influence the decision of the Partnership regarding the proposed contract or transaction; however, such interested director or employee shall be entitled to furnish such information as the Partnership may request in order to evaluate the proposed contract or transaction.

Section 4. STANDARD OF REVIEW

Any contract or transaction approved pursuant to Section 2 hereof shall be made on terms and conditions consistent with the fair market value of the goods or services bought or sold and, if necessary, the disinterested directors may, in their discretion, require such appraisals, opinions or reports by independent experts as will verify that the proposed contract or transaction is no less favorable to the Partnership than could be obtained from an unaffiliated third party. In addition, the Partnership may take into account the nature of the goods or services involved in the proposed contract or transaction, whether the particular goods or services are unique or otherwise not readily available, whether the goods or services enhance the operation or facilities of the Partnership, and other similar factors which may tend to confirm the desirability of the proposed contract or transaction.

Section 5. NO OWNERSHIP OF PARTNERSHIP DEBT

Notwithstanding any other provision of this Article XII, no director or employee of the Partnership shall own, hold or invest in any bonds, warrants, or other evidences of indebtedness of the Partnership, and no director or employee shall be entitled to receive or retain any extra pay, compensation or gratuities except as are directly and properly payable in the discharge of his official duties or represent proper reimbursement of expenses incurred in the course and scope of his official duties.

12/9/04

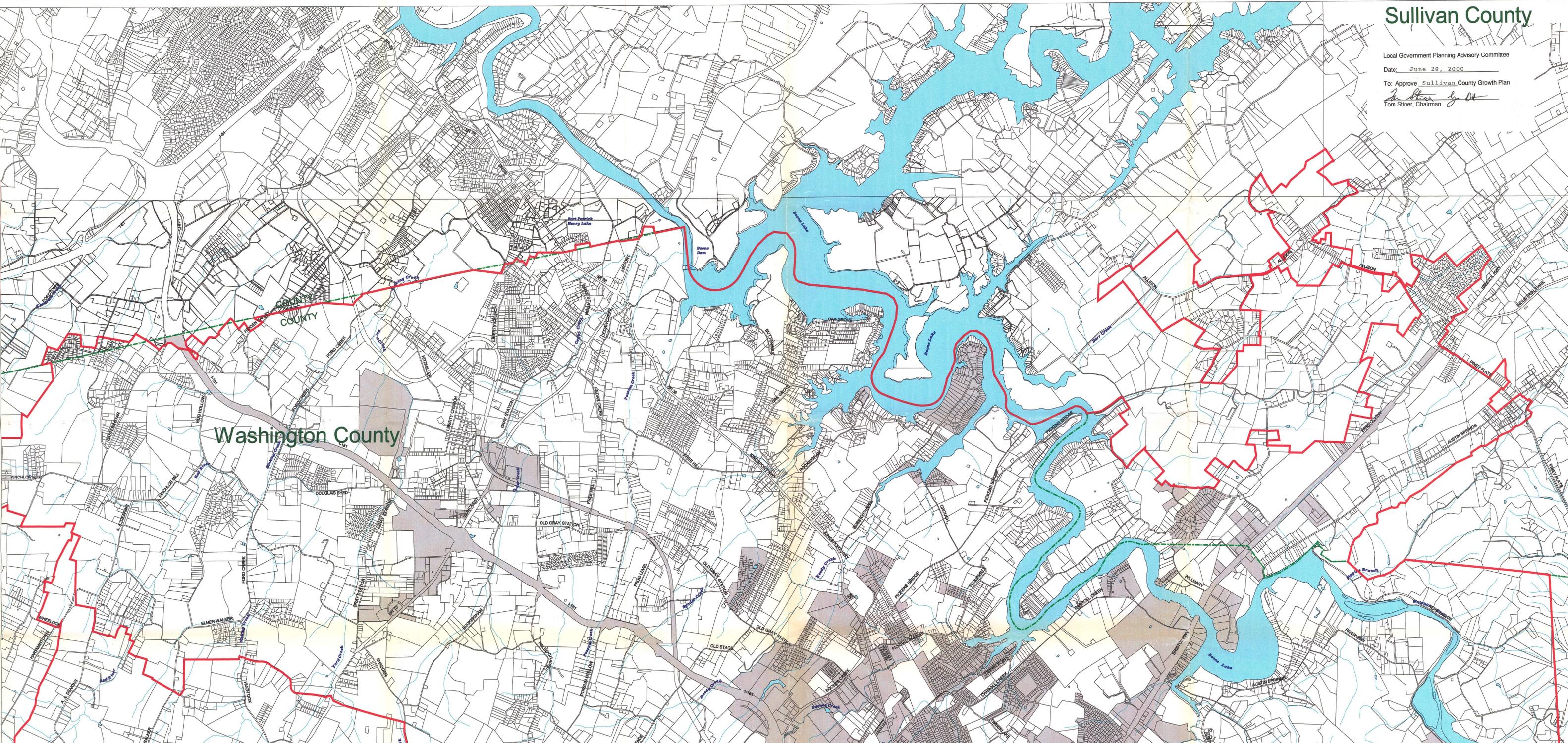
Sullivan County

Local Government Planning Advisory Committee

Date: June 28, 2000

To: Approve Sullivan County Growth Plan

Tom Stiner
Tom Stiner, Chairman



Washington County

- Johnson City Water Lines
- Johnson City Sewer Lines
- Urban Growth Boundary
- Lakes
- Streams
- Washington County Boundary
- Parcel Boundaries
- Johnson City, City Limits

Plot Date: 6-20-2000

File: s:\dept\planning\mooody\urbangrowth.apr

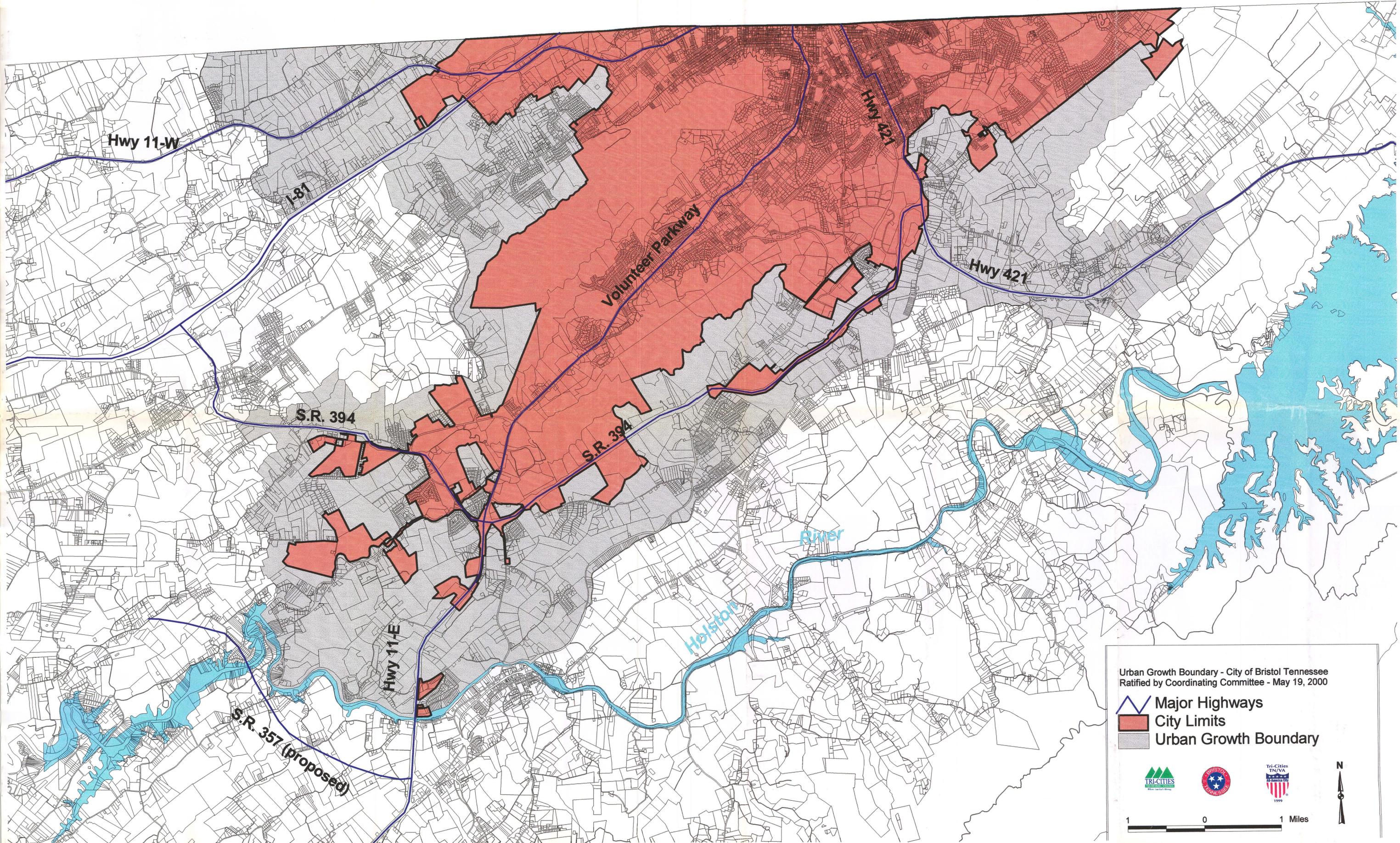
Johnson City Urban Growth Boundary in Sullivan County

2000 0 2000 4000 6000 8000 10000 Feet

Scale Bar; 1 inch represents 2000 feet; 1:24000

MAP DESIGNED BY
JOHNSON CITY, TN
WATER AND SEWER SERVICES
& GIS DIVISION





Urban Growth Boundary - City of Bristol Tennessee
Ratified by Coordinating Committee - May 19, 2000

-  Major Highways
-  City Limits
-  Urban Growth Boundary





BLUFF CITY 1101 URBAN GROWTH AREA

MAY, 2000

- BLUFF CITY
- URBAN GROWTH AREA

SCALE: 1" = 2000'



Local Government Planning Advisory Committee

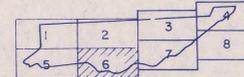
Date: June 28, 2000

To: Approve Sullivan County Growth Plan

Tom Stiner, Chairman

- INTERSTATE HIGHWAY
- U. S. HIGHWAY
- STATE ROUTE (PRIMARY)
- STATE ROUTE (SECONDARY)

- NO. TAX MAP
- CREEK
- STATE LINE
- CO. LINE
- CORPS LIMITS
- DISTRICT LINE
- ROAD
- RAILROAD
- SCHOOL

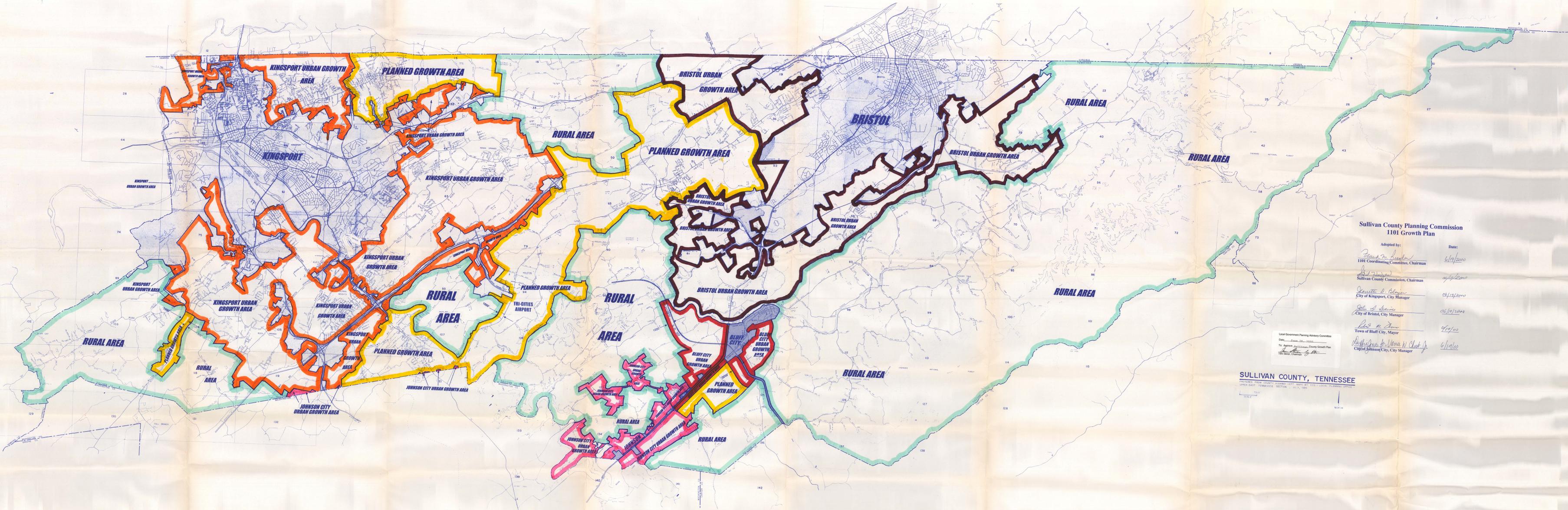


PRODUCED BY SULLIVAN COUNTY
E-911 & HWY. DEPT.

REVISIONS		
1	6	11
2	7	12
3	8	13
4	9	14
5	10	15

SULLIVAN COUNTY, TN.

SCALE 1" = 2000'	
DISTRICT:	



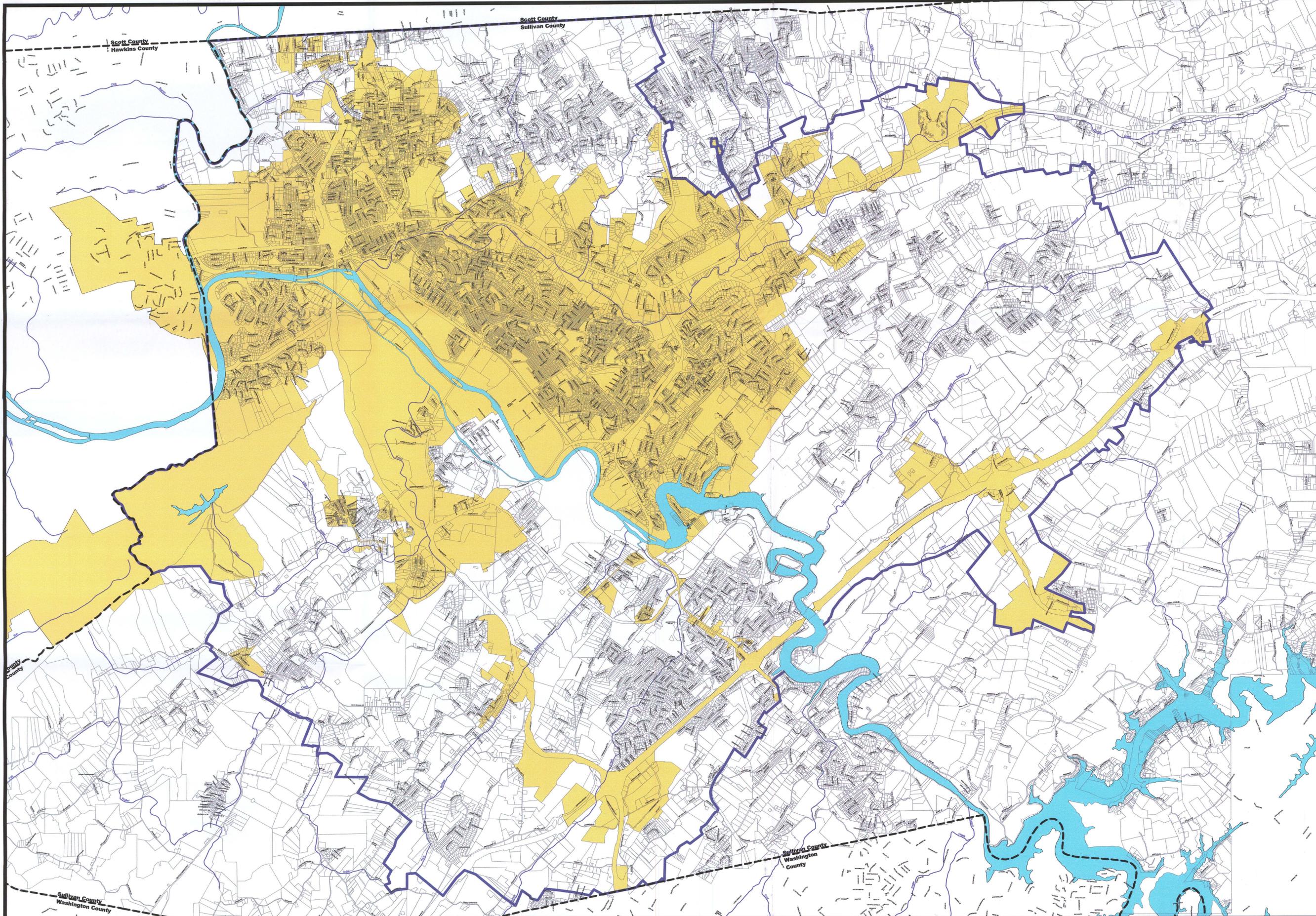
**Sullivan County Planning Commission
1101 Growth Plan**

Adopted by:	Date:
<i>Frank D. Beaton</i> 1101 Coordinating Committee, Chairman	6/19/2000
<i>Bill Johnson</i> Sullivan County Commission, Chairman	6/19/2000
<i>Debbie A. Bishop</i> City of Kingsport, City Manager	6/19/2000
<i>John A. Seamus</i> City of Bristol, City Manager	6/19/2000
<i>Bob M. Jones</i> Town of Bluff City, Mayor	6/19/00
<i>Debbie A. Bishop</i> City of Johnson City, City Manager	6/19/00

Local Government Planning Advisory Committee
Date: 6/19/2000
To: Approve Sullivan County Growth Plan
For: Bill Johnson, Chairman

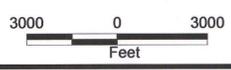
SULLIVAN COUNTY, TENNESSEE
SULLIVAN COUNTY PLANNING COMMISSION
1101 EAST TENNESSEE SECTION, SUITE 100
BRISTOL, TENNESSEE 37620





**Kingsport
Tennessee
Urban
Growth
Boundary
June 2000**

- Legend**
- UGB
 - River
 - Creeks
 - Corporate Limits
 - County Line



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May 29 2000
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