

RESOLUTION TO AMEND THE BUDGET

FOR FISCAL YEAR 1964-65

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Whereas, it became necessary to remodel and to re-equip the County Court Clerk's office in order to relieve the crowded condition and said expenses will amount to a little less than \$3,000.00, and

Whereas, the money appropriated to pay for all the elections this year is insufficient due to the fact that the money was not appropriated in the budget for the State Republican Primary which is seldom held in this county, and

Whereas, there needs to be some repair work done on the county jail building including replacing the drain pipes, and

Whereas, there may be other unforeseen emergencies that will arise during this fiscal year that could be taken care of from the emergency fund.

THEREFORE, BE IT RESOLVED by the Quarterly County Court of Cumberland County, Tennessee, in regular session assembled on October 19th, 1964, that the budget for the fiscal year 1964-65 be, and the same is, hereby amended and the sum of \$3500.00 is hereby appropriated for the purposes stated above and for any other emergencies that may arise and the said amount shall be placed in the Contingency Fund and that said sum shall be paid out of the unappropriated balance of the General Fund.

Motion made by Squire Grover L. Hargis and seconded by Squire Ed Johnson that the above and foregoing Resolution be adopted. Upon roll call 16 voted aye, none-nay; 3 members Absent. Motion carried and the Resolution is accordingly adopted.

RESOLUTION - PAUPER ALLOWANCE - DAVE DINKENS

Squire Beecher Frasier moved that Dave Dinkens be paid \$20.00 per month pauper allowance for the next 12 months and said appropriation is to be retroactive to July 1st, 1964. This motion was seconded by Wade Pugh and upon roll call 16 members voted aye/ ; none-nay and 3 members absent.

CUMBERLAND COUNTY LIBRARY BOARD - MRS. IVAH L. CHROUCH - Member

Squire Grover L. Hargis moved that Mrs. Ivah L. Chrouch be elected to serve on the Cumberland County Library Board for the year July 1st 1964 thru June 30, 1965 upon Judge Tucker's recommendation. Having been duly seconded by Ed Johnson, Mrs. Chrouch was elected by unanimous voice vote.

PROPOSAL OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF TENNESSEE TO THE COUNTY OF CUMBERLAND

WHEREAS, the Department of Highways of the State of Tennessee, hereinafter called "Department", desires to construct in the County of Cumberland, hereinafter called "County", a certain project which will form a link in the National System of Interstate and Defense Highways, the same being described as follows:

Beginning at a point 0.22 miles East of State R-5011 at Station 384+85 and extending in a Southwesterly direction for 6.907 miles to the Obed River at Station

750+15, being Project No. I-40-6 (33) 310 R. O. W.

This Proposal is accompanied by Department drawings for Project No. I-40-6 (33) 310 R. O. W., which show in detail the section of highway herein referred to.

AND WHEREAS, the said County will benefit from the construction of said project and desires to cooperate with said Department to the end that all necessary rights-of-way may be acquired and the project may be constructed, protected and used as a controlled access highway.

NOW, THEREFORE, said Department hereby proposes to said County to enter into a contract under which said Department and said County Agree as follows:

1. Said County agrees, whenever necessary, in order that said project may be constructed in accordance with the plans, to the extent of its authority, to open, close and change the grade of highways and roads, to authorize and require the adjustment of utility facilities and railroad tracks, and to make such other use of its police powers and rights as may be required or desirable in order that said project may be constructed. And provided further, that should any suit be brought by any property owner for damages resulting from the doing by the County of any of the things set forth in this paragraph, said Department agrees to furnish necessary legal counsel for the defense of said suit and to pay the amount of the judgment which may be rendered if said Department shall have been notified in writing by said County of the institution of such suit within 10 days of the date of the service of process in the same.

2. Said County agrees that the said Department may, at the expense of said Department and without cost to said County, relocate and change such County Roads as, in the opinion of said Department, it may be necessary to relocate and change in order that said project may be constructed.

3. Said Department agrees that whenever it is necessary to relocate or change a County road, it will, at its expense, relocate or change the same, leaving it in as good or better condition than it was in at the time of making the relocation or change and that it will, where ever practicable, construct frontage roads so as to permit the development of land adjacent to said project.

4. Said County agrees that after said County roads are relocated and changed and after frontage roads are constructed by said Department, it will maintain the same as other County roads are maintained.

5. Said Department agrees to acquire all such lands, rights-of-way, rights and easements which it may be necessary to acquire in order to construct said project and pay all costs of said acquisition, including all cost incident to the acquisition and use of same, without cost now or hereafter to said County.

6. It is agreed that property belonging to said County and not held or used for highway or road purposes will be paid for as any other property needed for the construction of said project; provided, however, that no compensation will be paid to said County for lands used or held for highway or road purposes.

7. The intent and purpose of this agreement is to provide for the acquisition of lands, construction, and maintenance of a controlled access highway which will form a link in the National System of Interstate and Defense Highways; and it is further the intent and purpose of this agreement that the same shall be used, maintained and controlled in accordance with the applicable State and Federal laws and in accordance

with the policies adopted by the State and Federal officials charged by law with administering said highway program; and it is further agreed by the parties that this agreement shall be liberally construed for the purpose of promoting the Federal Interstate Highway Program.

It is required of said County that this proposal be accepted, by proper resolution, on or before the 19th day of October, 1964.

ENTERED OF RECORD AND EFFECTIVE 10-19-64

DEPARTMENT OF HIGHWAYS OF
THE STATE OF TENNESSEE
BY David M. Paek
COMMISSIONER

APPROVED:

George F. McCanless
Attorney General

Motion was made by Squire Ed Johnson that the above resolution be adopted. Wade Pugh seconded the motion and resolution was adopted unanimously by voice vote.

PROPOSAL OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF
TENNESSEE TO THE COUNTY OF CUMBERLAND

WHEREAS, the Department of Highways of the State of Tennessee, hereinafter called "Department", desires to construct in the County of Cumberland, hereinafter called "County", a certain project which will form a link in the National System of Interstate and Defense Highways, the same being described as follows:

~~Beginning at a point 0.22 miles East of State R-5011 at Station 884+85 and extending in a Southwesterly direction for 6.907 miles to the Obed River at Station 750+15, being Project No. I-40-6 (33) 310 R. O. W.~~

Beginning at the Obed River at Station 750 + 15 and extending in a Southeastly direction for 5.175 miles to a point 1.09 miles East of R-5132 at Station 1023 + 20, being Project No. I-40-6 (30) 317 R. O. W. - Cumberland County, Tennessee

This Proposal is accompanied by Department drawings for Project No. I-40-6 (30) 317 R. O. W., which show in detail the section of highway hereinreferred to.

AND WHEREAS, the said County will benefit from the construction of said project and desires to cooperate with said Department to the end that all necessary rights-of-way may be acquired and the project may be constructed, protected and used as a controlled access highway.

NOW, THEREFORE, said Department hereby proposes to said County to enter into a contract under which said Department and said County agree as follows:

1. Said County agrees, whenever necessary, in order that said project may be constructed in accordance with the plans, to the extent of its authority, to open, close and change the grade of highways and roads, to authorize and require the

adjustment of utility facilities and railroad tracks, and to make such other use of its police powers and rights as may be required or desirable in order that said project may be constructed. And provided further, that should any suit be brought by any property owner for damages resulting from the doing by the County of any of the things set forth in this paragraph, said Department agrees to furnish necessary legal counsel for the defense of said suit and to pay the amount of the judgment which may be rendered if said Department shall have been notified in writing by said County of the institution of such suit within 10 days of the date of the service of process in the same.

2. Said County agrees that the said Department may, at the expense of said Department and without cost to said County, relocate and change such County roads as, in the opinion of said Department, it may be necessary to relocate and change in order that said project may be constructed.

3. Said Department agrees that whenever it is necessary to relocate or change a County road, it will, at its expense, relocate or change the same, leaving it in as good or better condition than it was in at the time of making the relocation or change and that it will, where ever practicable, construct frontage roads so as to permit the development of land adjacent to said project.

4. Said County agrees that after said County roads are relocated and changed and after frontage roads are constructed by said Department, it will maintain the same as other County roads are maintained.

5. Said Department agrees to acquire all such lands, rights-of-way, rights and easements which it may be necessary to acquire in order to construct said project and pay all costs of said acquisition, including all cost incident to the acquisition and use of same, without cost now or hereafter to said County.

6. It is agreed that property belonging to said County and not held or used for highway or road purposes will be paid for as any other property needed for the construction of said project; provided, however, that no compensation will be paid to said County for lands used or held for highway or road purposes.

7. The intent and purpose of this agreement is to provide for the acquisition of lands, construction, and maintenance of a controlled access highway which will form a link in the National System of Interstate and Defense Highways; and it is further the intent and purpose of this agreement that the same shall be used, maintained and controlled in accordance with the applicable State and Federal laws and in accordance with the policies adopted by the State and Federal officials charged by law with administering said highway program; and it is further agreed by the parties that this agreement shall be liberally construed for the purpose of promoting the Federal Interstate Highway Program.

It is required of said County that this proposal be accepted, by proper resolution, on or before the 31st day of December, 1964.

ENTERED OF RECORD AND EFFECTIVE 10-19-64.

DEPARTMENT OF HIGHWAYS OF THE STATE OF TENNESSEE

By David M. Paok
COMMISSIONER

APPROVED:

George F. McCanless ?
Attorney General