

COUNTY COMMISSION- REGULAR SESSION

JANUARY 16, 2007

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS TUESDAY MORNING, JANUARY 16, 2007, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE STEVE GODSEY, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK AND SHERIFF WAYNE ANDERSON OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Mayor Steve Godsey. Sheriff Wayne Anderson opened the commission and Comm. James King, Jr. gave the invocation. Pledge to the flag was led by Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

CATHY L. ARMSTRONG	GARTH BLACKBURN
LINDA K. BRITTENHAM	"MOE" BROTHERTON
DARLENE R. CALTON	O. W. FERGUSON
CLYDE GROSECLOSE	
RALPH P. HARR	JOE HERRON
DENNIS HOUSER	SAMUEL C. JONES
ELLIOTT KILGORE	BILL KILGORE
DWIGHT KING	BUDDY KING
JAMES L. KING, JR.	R. WAYNE MCCONNELL
JOHN MCKAMEY	RANDY MORRELL
HOWARD G. PATRICK	MICHAEL SURGENOR
MARK VANCE	EDDIE WILLIAMS

23 PRESENT 1 ABSENT (Harkleroad-Absent)

The following pages indicates the action taken by the Commission on re-zoning requests, approval of notary applications and personal surety bonds, motions, resolutions and other matters subject to the approval of the Board of Commissioners.

Motion was made by Comm. Morrell and seconded by Comm. Ferguson to approve the minutes of the December 18, 2006 Regular Session of County Commission. Said motion was approved by voice vote.

PUBLIC COMMENTS: JANUARY 16, 2007

THOSE SPEAKING DURING THE PUBLIC COMMENT TIME WERE AS FOLLOWS:

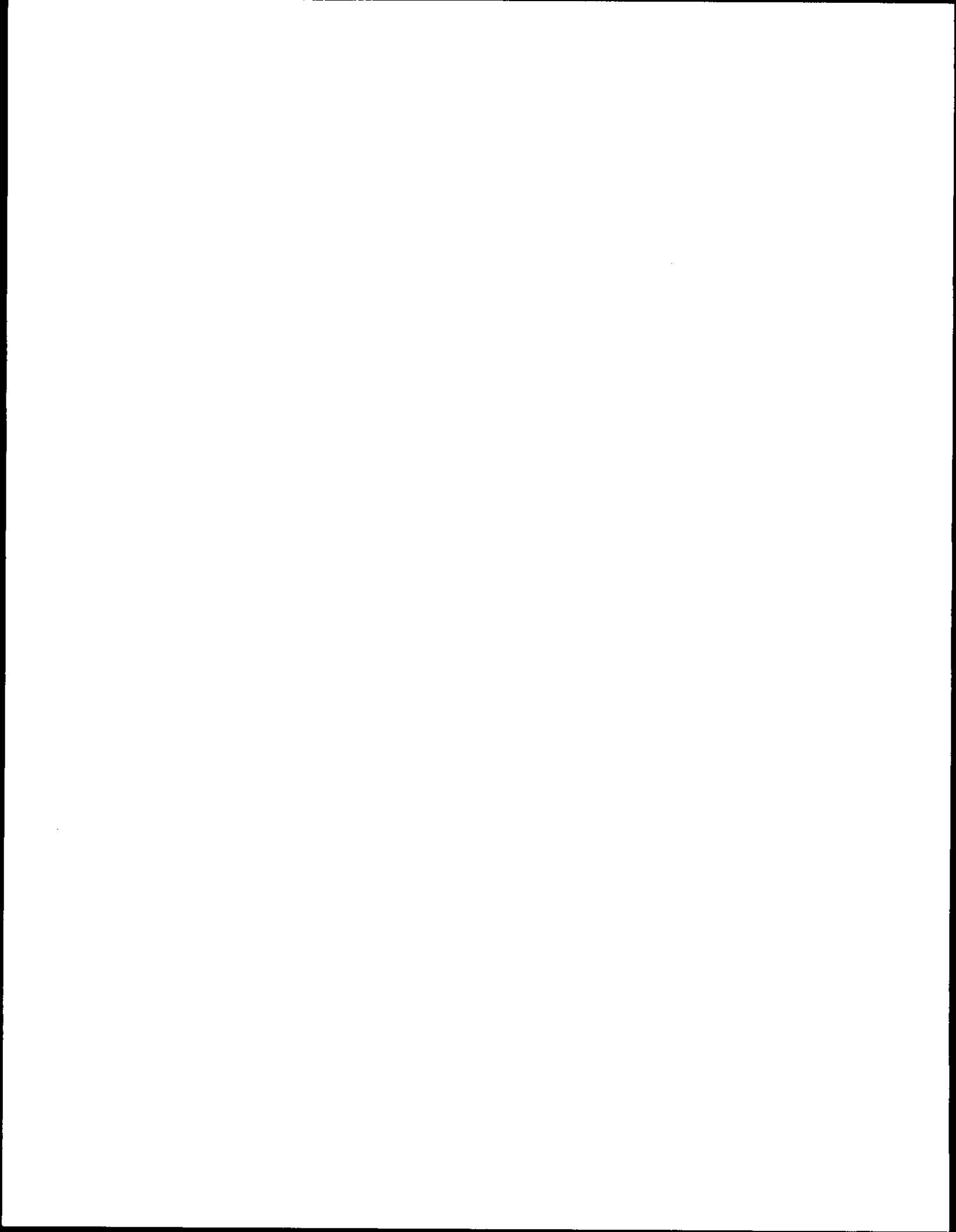
- 1. Col. Patrick W. Shull, Alderman on the Kingsport Board of Mayor & Alderman regarding city/county consolidated government.**
- 2. Andy Burke with Tri-Cities Economic Development Alliance.**

COUNTY OF SULLIVAN
ELECTION OF NOTARIES
December 18, 2006

WILLIAM LARRY BARRETT
AILEEN CARTER
ELIZABETH A. CHICO
SONARA CHRISTIAN
RICHARD A. CLARK
DEBORAH L. COBB
RICKY A.W. CURTIS
BARBARA JEAN DAVIS
LORI J. EPPERSON
GLENN KAY FRITTS
BRENDA J. HARRISON
PEGGY RELOIS HAWORTH
THOMAS D. HENSLEY
SHANNON R. HERRON
LYNN S. JAMES
JERRY W. KIRK
KIMBERLY L. LEONARD
JEANNIE LOCKHART
CARLENE A. MANCUSO
RICHARDS L. MEADOWS
ANGELA OLEGARIO
JODI PATRICOLA
ANDREA RODRIQUEZ
VANESSA A. ROUSE
LYNN STEWART
JULIA WALTERS
CYNTHIA DIANE WAMPLER
LISA C. WHITE

PHYLLIS ZEOLI

UPON MOTION MADE BY COMM. HARR AND SECONDED
BY COMM. BUDDY KING TO APPROVE THE NOTARY
APPLICATIONS HEREON, SAID MOTION WAS APPROVED
BY ROLL CALL VOTE OF THE COMMISSION. 22 AYE,
2 ABSENT.



STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY
SURETY BONDS

JANUARY 16, 2007

GAYVERN M. MOORE

**UPON MOTION MADE BY COMM. HARR AND SECONDED BY COMM. BUDDY KING TO APPROVE
THE NOTARY BOND OF THE ABOVE NAMED INDIVIDUAL, SAID MOTION WAS APPROVED BY ROLL
CALL VOTE OF THE COMMISSION. 22 AYE, 2 ABSENT.**



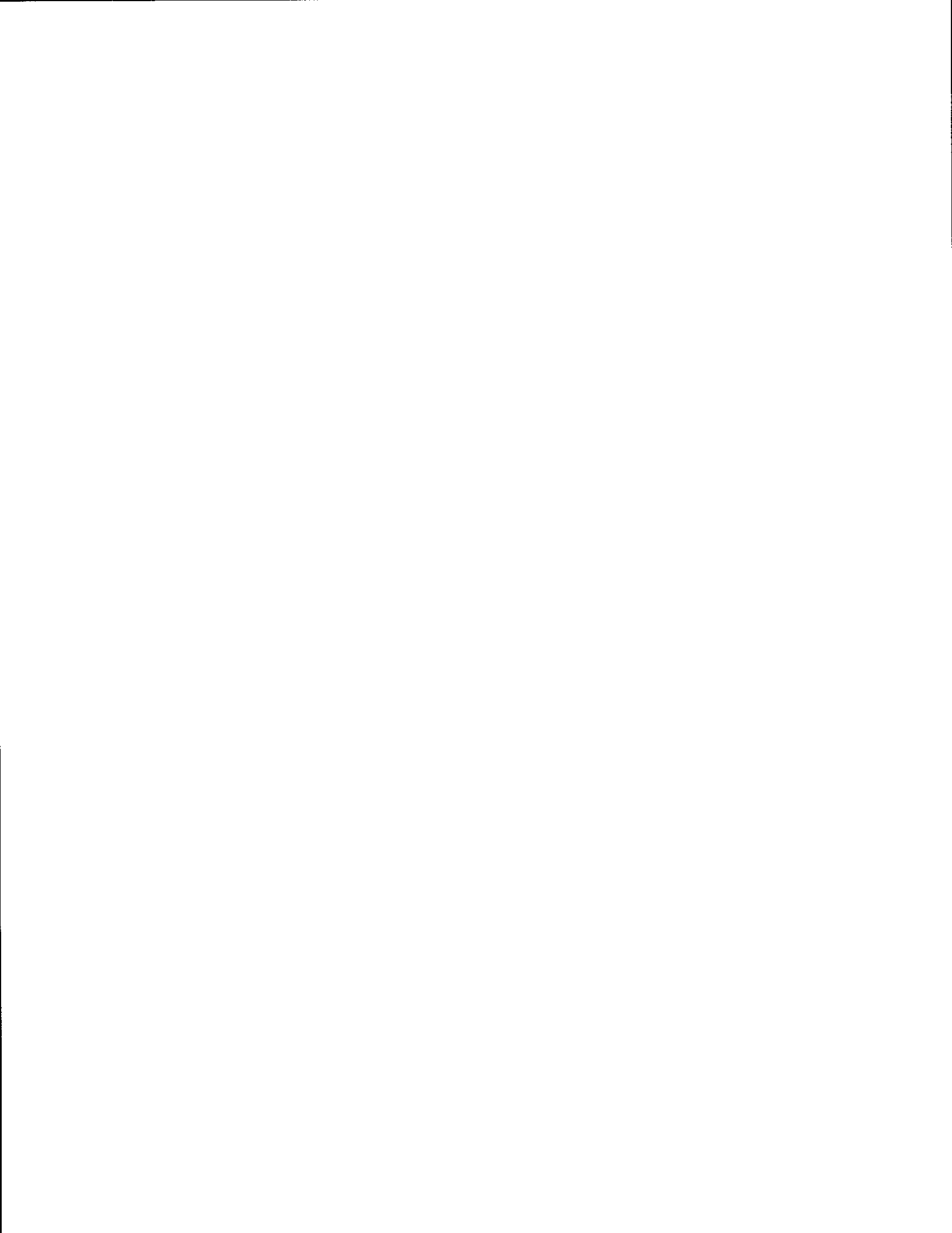
RESOLUTIONS ON DOCKET FOR JANUARY 16, 2007

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	NO RE-ZONING 01-16-07
#2 AUTHORIZE AD HOC INCREASES IN THE RETIREMENT BENEFITS PAYABLE TO CERTAIN RETIRED EMPLOYEES OF EMPLOYERS PARTICIPATING IN THE TENN CONSOLIDATED RETIREMENT SYSTEM PURSUANT TO CHAPTER 982 OF THE 2006 TENN. PUBLIC ACTS	APPROVED 01-16-07
#3 APPROPRIATE FUNDS TO PROVIDE SCHOOL RESOURCE OFFICERS FOR SULLIVAN COUNTY SCHOOLS	DEFERRED 01-16-07
#4 AUTHORIZE THE ISSUANCE BONDS IN THE AMOUNT OF \$50,000,000 FOR SULLIVAN COUNTY SCHOOLS	APPROVED 01-16-07
#5 STUDY THE POSSIBILITY OF CONSOLIDATING GOVERNMENTS OF SULLIVAN COUNTY	APPROVED 01-16-07
#6 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 1 ST AND 21 ST CIVIL DISTRICT	APPROVED 01-16-07
#7 ADOPT A CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES OF SULLIVAN COUNTY GOVERNMENT	1 ST READING 01-16-07
#8 REQUESTING TENN. GENERAL ASSEMBLY TO APPROVE A PRIVATE ACT FOR PASSAGE BY SULLIVAN COUNTY TO ADOPT A NEPOTISM POLICY	1 ST READING 01-16-07
#9 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 8 TH C.D.	1 ST READING 01-16-07
#10 APPROPRIATE FUNDS AND PURCHASE COMPUTER MAPPING EQUIPMENT FOR SULLIVAN COUNTY ASSESSOR'S OFFICE	APPROVED 01-16-07
#11 AMEND THE 2006-2007 BUDGET FOR SULLIVAN COUNTY EMS	APPROVED 01-16-07
#12 RESOLUTION AND CERTIFICATE OF INCUMBENCY FOR LEASE OF CARDIAC MONITORS FOR SULLIVAN COUNTY EMS	APPROVED 01-16-07

QUESTIONS BEFORE THE COMM.

NAMES OF COMMISSIONERS	No. 4		No. 2		No. 3		No. 4		No. 5		No. 6		No. 7		No. 4 Table		No. 4 Table	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
Armstrong	✓		✓				✓		✓		✓					✓		
Blackburn		✓	✓				✓		✓		✓						✓	
Buttinhart		✓	✓				✓		✓		✓						✓	
Brotherton		✓	✓				✓		✓		✓						✓	
Galton		✓	✓				✓		✓		✓						✓	
Ferguson		✓	✓				✓		✓		✓						✓	
Breschler		✓	✓				✓		✓		✓						✓	
Hankleroad	A		A				A		A		A					A		
Harr		✓	✓				✓		✓		✓						✓	
Herron		✓	✓				✓		✓		✓						✓	
Houser		✓	✓				✓		✓		A						✓	
Gones	✓		✓				✓		✓		✓						✓	
Elliott Kilgore		✓	✓				✓		✓		✓						✓	
Bill Kilgore	✓		P				P		✓		✓						✓	
Dwight King		✓	✓				✓		✓		✓						✓	
Buddy King		✓	✓				✓		✓		✓						✓	
James L. King Jr.		✓	✓				✓		✓		✓						✓	
McConnell	✓		✓				✓		✓		✓						✓	
McKamey	✓		✓				✓		✓		✓						✓	
Marnell		✓	✓				✓		✓		✓						✓	
Patrick		✓	✓				✓		A		A						✓	
Surgenor	✓		✓				✓		✓		✓						✓	
James Williams		✓	✓				✓		✓		✓						✓	
	6 Aye	17 Nay	23 Aye	1 Pass			20 Aye	2 Nay	1 Pass	1 Abs.	17 Aye	5 Nay	2 Abs.			6 Aye	17 Nay	1 Abs.

at.





Sullivan County, Tennessee
Board of County Commissioners

2
Item 5

Administrative/Budget/Executive
No. 2006-12-129

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of December 2006.

RESOLUTION To Authorize Ad Hoc Increases in the Retirement Benefits Payable to Certain Retired Employees of Employers Participating in the Tennessee Consolidated Retirement System Pursuant to Chapter 982 of the 2006 Tennessee Public Acts

WHEREAS, the Tennessee General Assembly enacted Chapter 982 of the 2006 Tennessee Public Acts; and

WHEREAS, effective January 1, 2007, said Chapter increases the retirement allowance of each retired teacher, wildlife officer, state police officer, and state general employee in accordance with the following schedule:

Date of Retirement	Percentage Increase
Prior to 7/2/75	10.0%
7/2/75 – 7/1/77	7.5%
7/2/77 – 7/1/79	6.0%
7/2/79 – 7/1/81	3.0%
7/2/81 – 7/1/83	1.2%
7/2/83 – 7/1/85	0.9%
7/2/85 – 7/1/87	0.5%
7/2/87 – 7/1/89	0.3%

WHEREAS, the above increases are in addition to any other increase in retirement benefits provided by Tennessee Code Annotated, Title 8, Chapter 36, Part 7, and are calculated without regard to the maximum benefit provisions of Tennessee Code Annotated, Sections 8-36-102 and 8-36-208(a); and

WHEREAS, said Chapter authorizes the chief governing body of any employer participating in the Tennessee Consolidated Retirement System pursuant to Title 8, Chapter 35, Part 2 of Tennessee Code Annotated to elect to provide the above ad hoc increases to its retired general employees including school and highway employees in accordance with such Chapter by adopting a resolution to accept the associated liability and costs to provide such increases; and

WHEREAS, the Board of Commissioners of Sullivan County desires to provide its retired general employees with the above ad hoc increases in accordance with such Chapter.

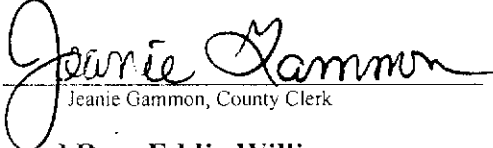
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby elects to provide such benefits to its retired general employees including school and highway employees in accordance with Public Chapter 982 and agrees to accept the associated liability and costs thereof.

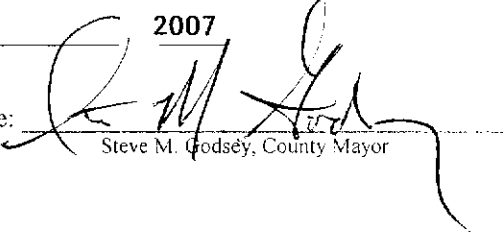


BE IT FURTHER RESOLVED that this increase in benefits shall not be paid retroactively, but shall become effective the passage of this resolution.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this 16th day of January 2007

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Joe Herron

2006-12-129	Administrative	Budget	Executive	County Commission Approved 01-16-07 22 Aye, 1 Pass, 1 Absent
ACTION				

Notes: **First reading 12-18-2006;**



Sullivan County, Tennessee
Board of County Commissioners

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Item 6
Budget

No. 2006-12-129

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of December 2006.

RESOLUTION To Appropriate Funds to Provide School Resource Officers for Sullivan County Schools

WHEREAS, the School Resource Officer Program (SRO) is an innovative approach to community service and is designed to establish a positive relationship between law enforcement and young people while fostering a safer learning environment; and the SRO Program is a nationally accepted concept with goals of reducing violence, deterring drug and alcohol use, and a general reduction in juvenile crime; and the SRO's are not just "cops on campus", rather they are positive role models who interact with students in a supportive manner; and they perform varied duties at each school, which are based on the needs of the students and teachers at the school where they are assigned; and

WHEREAS, an SRO is a certified law enforcement officer who is permanently assigned to provide coverage to a school; and the SRO is specifically trained to perform three roles: law enforcement officer; law-related counselor; and law-related education teacher; and the SRO is not necessarily a DARE officer (although many have received such training), security guard, or officer who has been placed temporarily in a school in response to a crisis situation but, rather acts as a comprehensive resource for his/her school; and

WHEREAS, recent incidents of violence and criminal activity occurring on school premises have been the subject of much discourse in the media and these incidents are not limited to high schools, but have been manifest on middle school campuses, as well; and

WHEREAS, the surrounding counties have implemented SRO's into their middle schools to promote safety and enhance instruction time; and

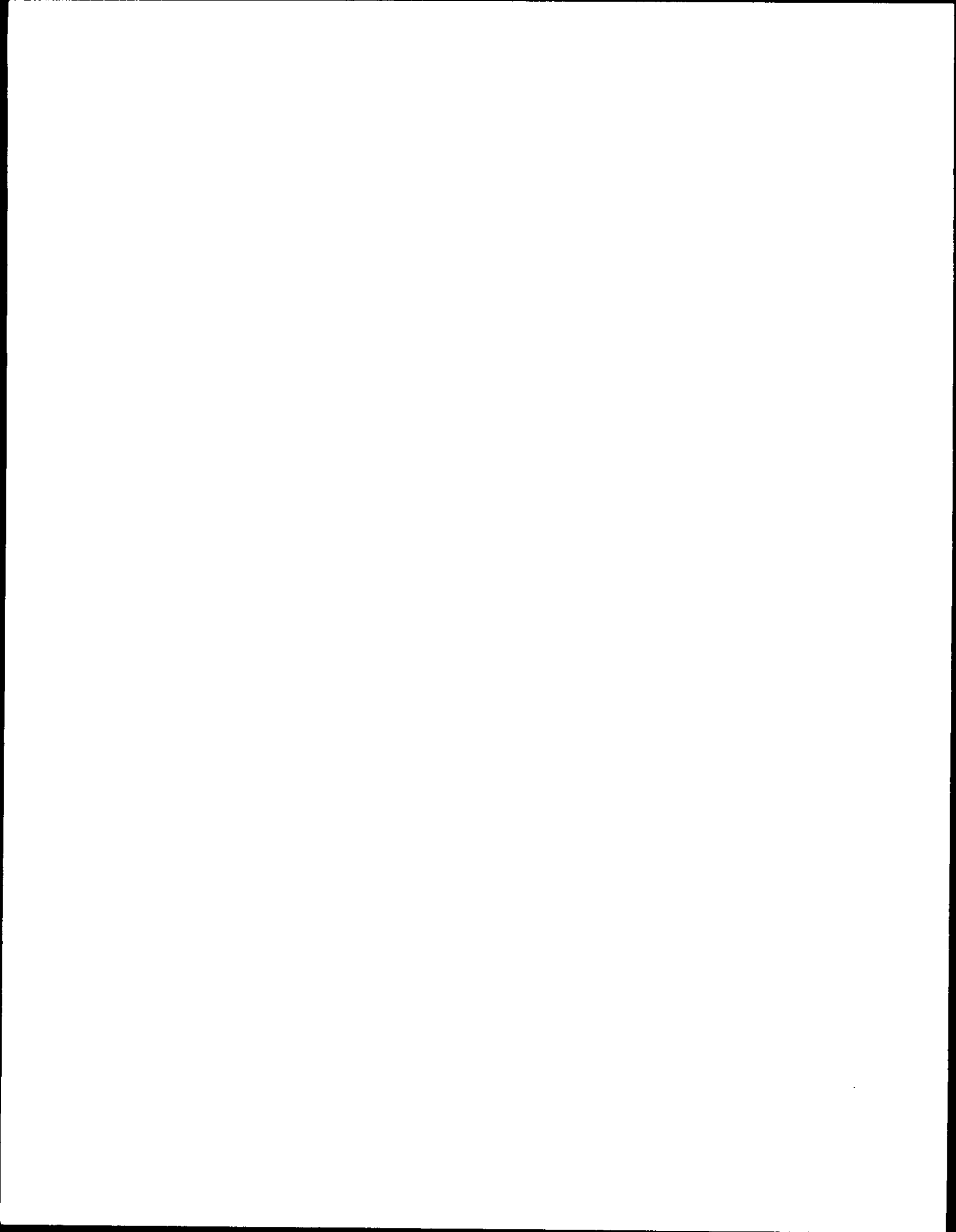
WHEREAS, the presence of a SRO and a law enforcement agency cruiser on a school's premises and the assignment to such a school of a SRO, with the authority to arrest those who violate the law, constitutes a substantial deterrent to violent acts and criminal activity at school;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, shall direct funds be appropriated to the budget of the Sullivan County Sheriff's Department for the exclusive purpose of providing for the placement of four school resource officers, beginning immediately in the 2006-07 academic year, increasing the number of those officers from the four presently serving, to eight.

BE IT RESOLVED that the funding estimated to be in the amount of \$184,830.00 for an entire school year would be divided as follows:

- 25% - From the current budget of the Sullivan County Department of Education,
- 25% - From the current budget of the Sullivan County Sheriff's Office, and
- 50% - New funds from Account 39000 as allocated by the Sullivan County Commission.

BE IT RESOLVED that the assignment of those officers shall be stipulated by agreement of the Sullivan County Sheriff's Office and the Sullivan County Department of Education. And that the Sheriff's Office and the Department of Education shall monitor the effectiveness of said program for a period of one year and then determine the status of said program.



This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this _____ day of _____ 20____.

Attest: _____
Jeanie Gammon, County Clerk

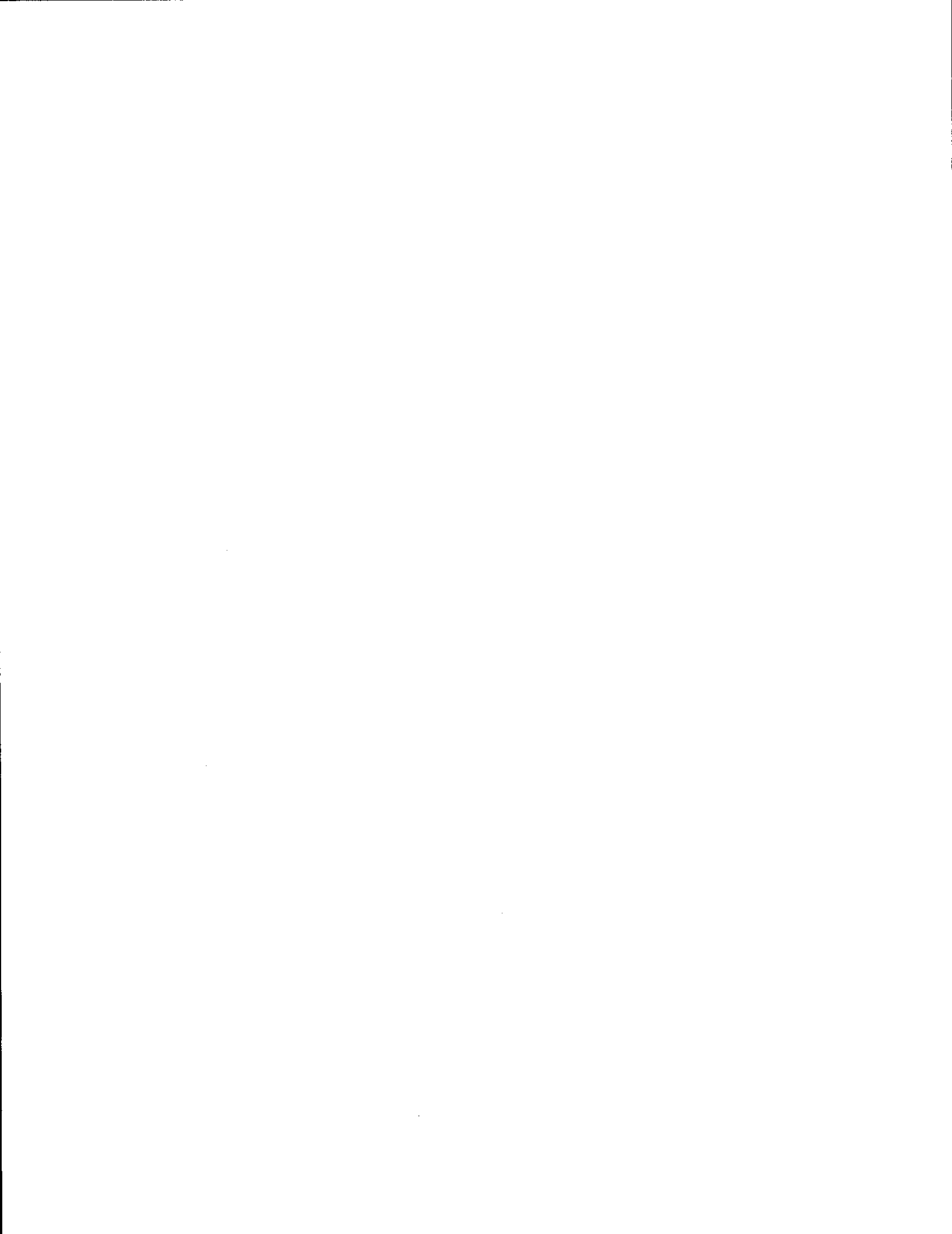
Approve: _____
Steve M. Godsey, County Mayor

Sponsored By: Dennis Houser
Prime Co-Sponsor(s): Jones, Brotherton

2006-12-129	Administrative	Budget	Executive	County Commission
ACTION				

Notes:

First reading 12-18-2006; Amendment #1 made by Herron "THAT BEGINNING THE SECOND YEAR AMOUNT WOULD BE \$151,895"-- amendment accepted by Sponsor Harr; Deferred 01-16-07





Sullivan County Tennessee

Sheriff's Office

An Accredited Agency



WAYNE ANDERSON
SHERIFF

Calls To Sullivan County Middle Schools August 2005-Present

Zone 11	Holston Valley Middle School	37 Total Calls
Zone 7	Bluff City Middle School	125 Total Calls
Zone 7	Mary Hughes Middle School	134 Total Calls
Zone 9	Holston Middle School	103 Total Calls
Zone 5	Blountville Middle School	183 Total Calls
Zone 4	Ketron Middle School	39 Total Calls
Zone 12	Sullivan Middle School	66 Total Calls
Zone 10	Colonial Heights Middle School	73 Total Calls

The total number of calls will include Traffic which is part of a School Resource Officer's duties. The traffic is when the officer works a school zone.

If you need anything further, please do not hesitate to call me.

Thanks in advance.

Sincerely,

Lisa Christian, Chief Deputy

P. O. BOX 589
BLOUNTVILLE, TENNESSEE 37617

(423) 279-7500
FAX (423) 279-7516



December 14, 2006

TO: Commissioner Dennis Houser, Sullivan County

FROM: Chief Lisa Christian
Susan Arnold, Finance Director

SUBJECT: School Resource Officer Costs

Per your request, our projection of four School Resource Officer (SRO) wages, benefits and initial start-up cost is listed below:

Four deputies at average-Class "7" pay	(4 @ \$27,124.00)	108,496.00
Benefits (40%)		<u>43,399.00</u>
Total on-going cost		\$151,895.00
Initial start-up cost	Vehicles	
	Training	4,000
	Uniform	1,500
	Weapon	<u>475 (4 @ \$5,975)</u>
		23,900.00
Total first-year cost of four SROs		<u>\$175,795.00</u>

SULLIVAN COUNTY TENNESSEE COMMISSION

December, 2006

Dear Commissioners:

For approximately one year a group of commissioners have tried to persuade Sullivan County Commissioners, Departmental Heads, and public officials the importance of appropriating funds to place School Resource Officers in Sullivan County Middle schools. In order to validate and substantiate this concept, I will set forth the reasons and explanations that corroborate this belief.

1. What is a SRO (School Resource Officer)?

He/She is a certified law enforcement officer who is permanently assigned to provide coverage to a school. The SRO is specifically trained to perform three roles:

- a) Law enforcement officer
- b) Law-related counselor and mentor, and
- c) Law-related teacher. The SRO is not necessarily a DARE officer or security guard assigned to a school for crisis intervention, but rather acts a comprehensive resource for the school.

2. What is the urgency of the hiring of SRO's?

- Recent incidents of violence and criminal behaviors have escalated on school premises, especially in the middle schools, on the national and local levels. Data generated by the Sullivan County Sheriff's Office states that the number of calls from middle schools have resulted in a total of 560 incidences since August 2005 to November 2006 in which an officer was dispatched to the specific school. Traffic violations were part of this total number, but the majority of calls were due to assaults, drug violations, possession of lethal weapons and other serious misbehavior.
- Sullivan County Board of Education and other systems have installed security cameras, mandated the use of school passes, provided training for staff development, initiated one door entrances and implemented many programs on substance abuse, conflict resolution and effective decision-making. However, school violence and serious juvenile crime continues to increase. The National Center for Juvenile Justice reports that 90% of the schools that utilize SRO's have reported a significant reduction in school violence and drug activity, while enhancing instructional learning.

3. What are some logical reasons for the placement of an SRO's in our middle schools?

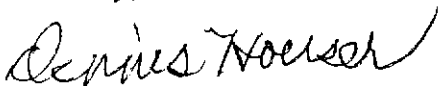
- a. If the mere presence of an SRO or law enforcement agency cruiser saves one life or prevents a student from being physically assaulted or emotionally scarred, the dividends of placement of a SRO could never be measured.
- b. The cost for keeping an inmate in the Sullivan County jail is approximately \$12,000. If the presence or influence of one officer could keep one student from entering a life of crime, the investment would be justified financially.
- c. Program would than be more than cost effective if the time and expense were calculated by the dispatching of law enforcement officers and their vehicle to school premises.
- d. The placement of SRO's would not only establish a more positive approach between law enforcement and young people, but foster a safer learning environment and improve instructional time
- e. Determent of substance use, reduction in violence, and a general reduction in juvenile crime would be the immediate results of this program.
- f. SRO's would be positive role model who interact with students in a supportive manner.

4. How would the programs effectiveness be measured?

- The effectiveness of the SRO program would be informally measured through the monitoring of juvenile crime, school violence, and criminal incidents through the coordinated efforts of the Sullivan County Sheriff's Office and the Sullivan County Board of Education

Your consideration and approval of this resolution would reaffirm that we believe the safety of our students is of utmost importance.

Sincerely,



Dennis Houser

OTHER DOCUMENTATION CAN BE PROVIDED UPON REQUEST. CONTACT DENNIS HOUSER AT

dhouser@charter.net

Sullivan County, Tennessee
Board of County Commissioners

4
Items

Administrative/Budget/Executive
No. 2006-12-131

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of December 2006.

RESOLUTION To Authorize The Issuance Bonds in the Amount of \$50,000,000 for Sullivan County Schools

WHEREAS, Sullivan County has traditionally been a leader in education and economic growth; and

WHEREAS, our schools have many good students, teachers and supportive parents deserving of better facilities for the learning process to succeed; and

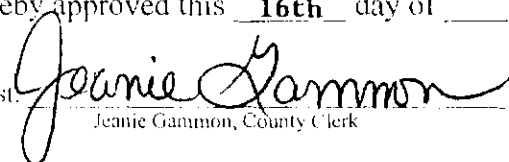
WHEREAS, the provisions of governing statutes provides for counties in Tennessee through their respective legislative bodies to issue and sell bonds of said counties for school purposes; and

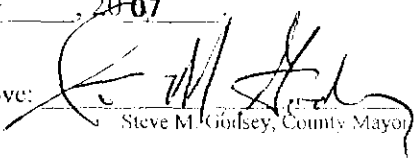
WHEREAS, a \$50 million school bond based upon current ADA would be shared with the City of Kingsport for approximately \$13 million and the City of Bristol for \$9 million leaving approximately \$28 million for our County system to cover the cost of issuance, architectural fees and the necessary land acquisition for 2 schools.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the issuance of School Bonds in the aggregate principal amount of not to exceed fifty million dollars (\$50,000,000): making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds there from; ~~and that one of the Schools shall be located in the Piney Flats area and the other in the Bloomingdale area of the county, each being located outside the planned urban growth area of any city.~~

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this 16th day of January, 2007

Attest: 
Jeanie Gammon, County Clerk

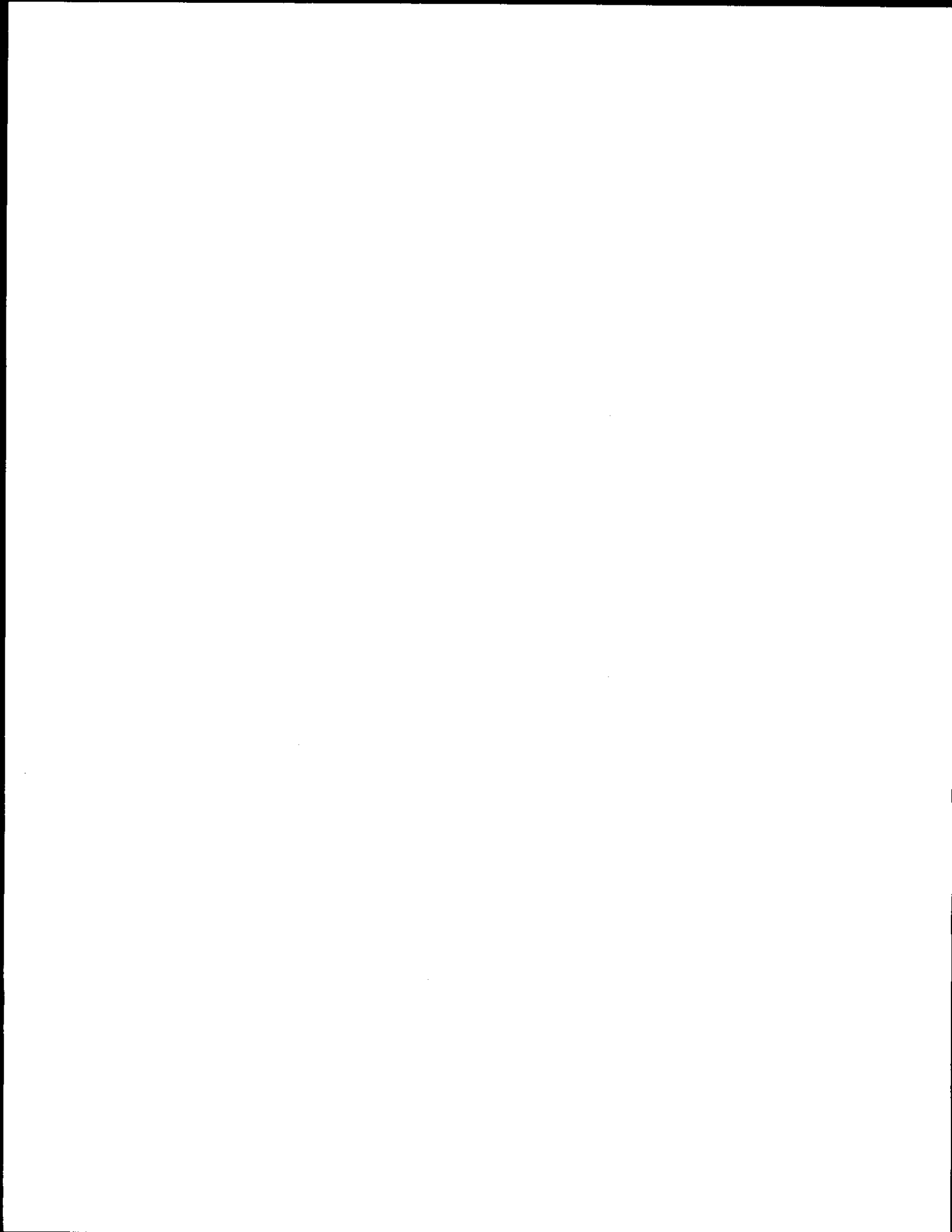
Approve: 
Steve M. Godsey, County Mayor

Sponsored By: **Ralph Harr**

Prime Co-Sponsor(s): **Brotherton, Herron, E. Kilgore, D. King, B. King, Patrick, Williams**

2006-12-131	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-16-07 20Aye, 2Nay, 1Pass, 1Absent

Notes: **First reading 12-18-2006; Amended by Amendment #1 and #2 (Both Attached) Above amended by Amendment #3 "that the locations be deleted in the last paragraph and as shown above." Amendment #3 accepted by Sponsor Harr and approved with Resolution. Motion to Table by McConnell-Failed; Motion to defer by McConnell-Failed; Motion to Table by Bill Kilgore- Failed; Resolution approved as amended 01-16-07.**



AMENDMENT # 1
TO
RESOLUTION No. 2006-12-131

Submitted: 1-16-07

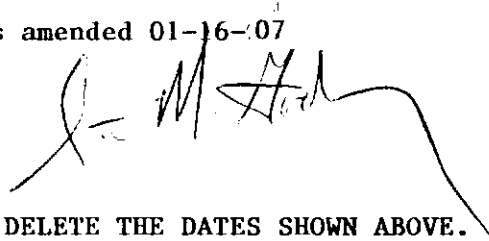
AMEND AS FOLLOWS:

NOW THEREFORE BE IT FURTHER RESOLVED that the initial issuance of these bonds shall be delayed until ~~a date no later than December of 2007~~ after a comprehensive professional study of our school facilities has been completed in phases with the complete report to this body ~~no later than November 30, 2007.~~

BE IT FURTHER RESOLVED that any additional cost of this study be funded from the General Fund of Sullivan County.

Amendment submitted by Commissioner Ralph Harr
Prime Co-Sponsor: Williams, Jones

Commission Action: Approved with Resolution as amended 01-16-07



ABOVE AMENDMENT AMENDED BY AMENDMENT #2 to DELETE THE DATES SHOWN ABOVE.
AMENDMENT #2 accepted by Sponsor Harr and approved with Resolution.



MOTION ON FLOOR

MOTION AS FOLLOWS:

“THAT WE GO AHEAD WITH THE COMPREHENSIVE STUDY OF FUTURE SCHOOL ENROLLMENT PROJECTIONS FOR ALL THREE SCHOOL SYSTEMS IN SULLIVAN COUNTY FOR WHICH MONEY WAS APPROPRIATED FOR IN SEPTEMBER 2005 BY RESOLUTION #2005-08-073”.

INTRODUCED BY: JONES
SECONDED BY: NO SECOND

COMMENTS: NO ACTION TAKEN ON MOTION- MAYOR GODSEY TO GET WITH PURCHASING AGENT AND FOLLOW UP WITH REQUEST.



Sullivan County, Tennessee
Board of County Commissioners

5
Item 9

Administrative/Budget/Executive
No. 2006-12-132

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of December 2006.

RESOLUTION To Study the Possibility of Consolidating Governments of Sullivan County

WHEREAS, the County of Sullivan has three outstanding school systems and because of population shifts and the age of some buildings, each of the school systems are considering major renovation programs; and

WHEREAS, it has been estimated that the costs will exceed \$200 million dollars which will be passed on to the taxpayers of the County and the Cities of Bristol and Kingsport; and

WHEREAS, each of the systems have schools that are overcrowded and schools that are underutilized; and

WHEREAS, the State of Tennessee is studying the ways that the State is funding education; and the State is considering a change in the State funding of school systems which will directly effect each of our school systems; and

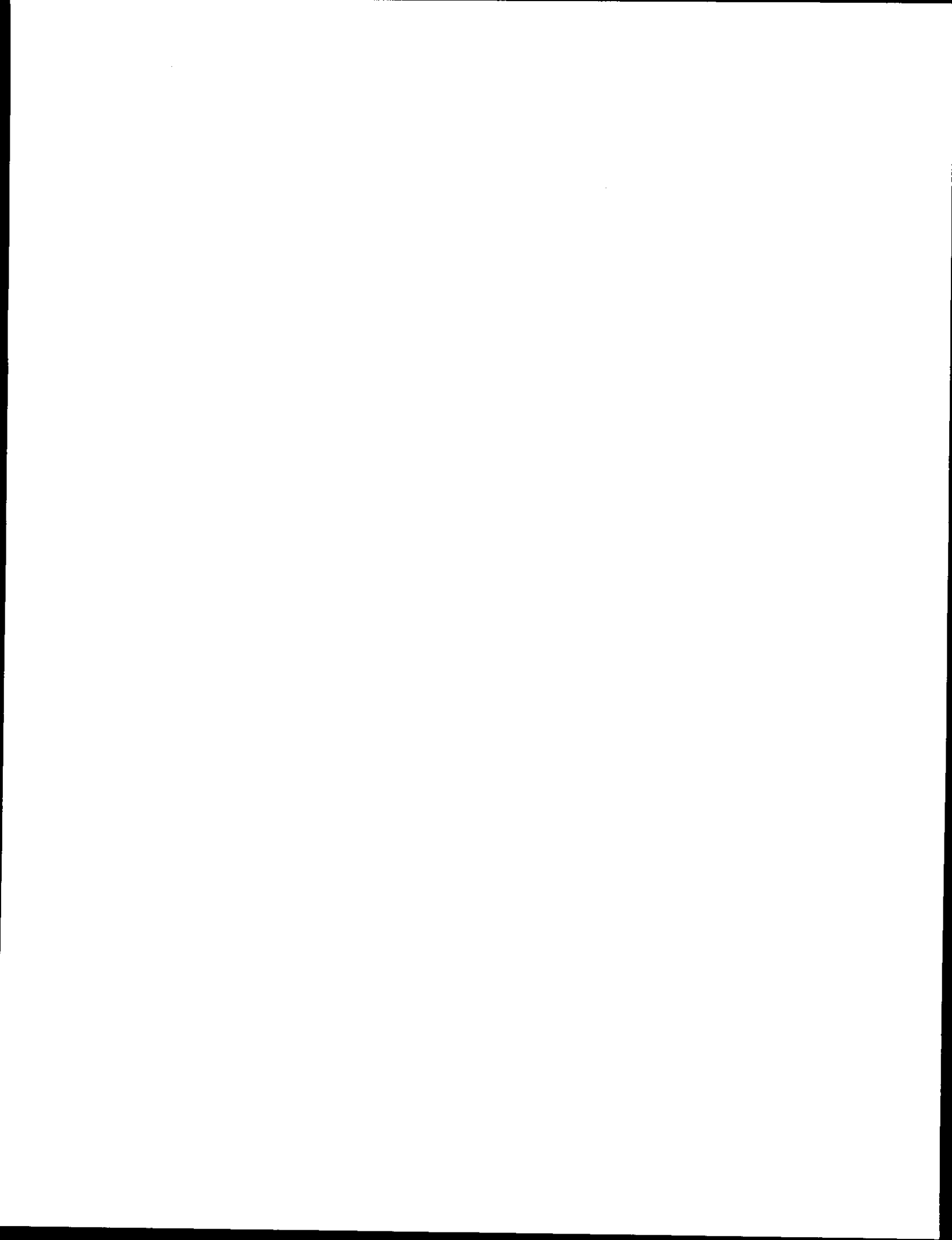
WHEREAS, the population of Sullivan County is 153,000 which is divided into five different government entities: Bluff City, Bristol, Kingsport, Sullivan County, and Johnson City; and

WHEREAS, within those government entities, we have eight different sewer rates; at least eight different sewer tap-on fees; five different building and zoning fees; ten or more different water rates; five different tax rates; four different planning commissions; three different 911 offices; five different law enforcement agencies; plus twenty-four constables, and the Tennessee Highway Patrol; and

WHEREAS, many citizens, developers, and business owners are confused as from which government they must seek information, services, and approval of property enhancements; and

WHEREAS, it is time for the County Commissioners to initiate a study for consolidated government in Sullivan County;

~~NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby reactivate the Consolidation Study Committee of 1987 to study the possibility of consolidating government for Sullivan County. Members of the committee that are no longer in Sullivan County or wish not to participate as a member of said committee will be replaced by County Commissioners or City Council members of the district showing a vacancy on said committee.~~



This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this 16th day of January, 2007, ~~2006~~.

Attest: Jeanie Gammon
Jeanie Gammon, County Clerk

Approve: Steve M. Godsey
Steve M. Godsey, County Mayor

Sponsored By: John McKamey
Prime Co-Sponsor(s): Wayne McConnell

2006-12-132	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-16-07 17 Aye, 5 Nay, 2 ABSENT

Notes: **First reading 12-18-2006; Amended by Sponsor 01-16-07 (Amendment Attached)**

AMENDMENT # 1
TO
RESOLUTION No. 2006-12-132

Submitted: 1-2-07

DELETE the "Now Therefore Be It Resolved" paragraph in its entirety.

AMEND AS FOLLOWS:

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby form a committee to study consolidation as per the guidelines of Tennessee Code Annotated.

Amendment submitted by Commissioner McKamey

Commission Action: **Withdrawn by Sponsor.**

AMENDMENT #2

To Resolution 2006-12-132

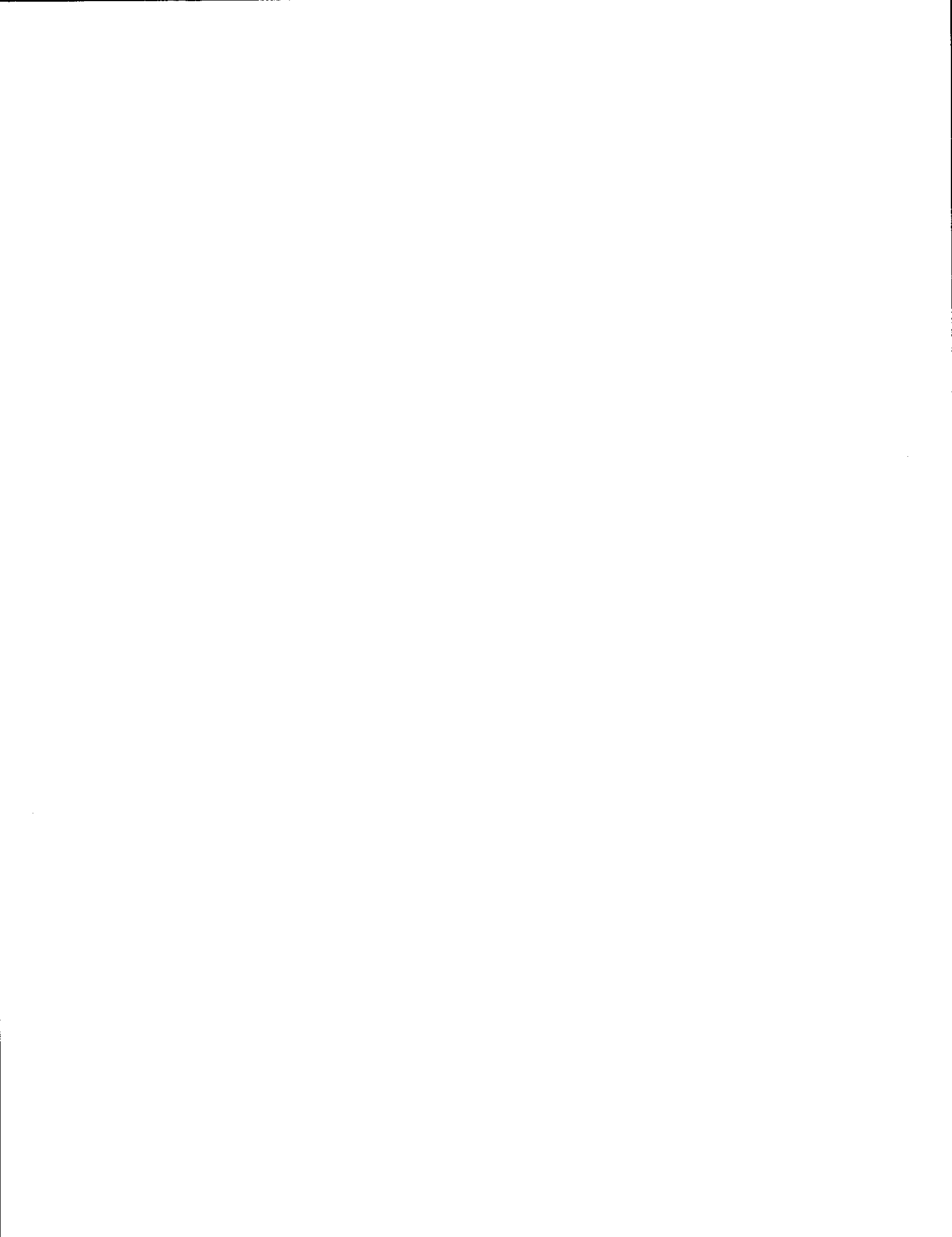
Submitted by Sponsor January 8, 2007

Delete the paragraph beginning with the language: "NOW THEREFORE BE IT RESOLVED" in its entirety and substitute in lieu thereof the following:

"NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby provides pursuant to T.C.A. §7-2-101(1) that a metropolitan government charter commission be established to propose to the people of Sullivan County the consolidation of all, or substantially all, of the governmental and corporate functions of the county and its principal city ("principal city" is defined in T.C.A. §7-1-101) and the creation of a metropolitan government for the administration of the consolidated functions; and hereby provides pursuant to T.C.A. §7-2-101(1)(B)(i) for membership on such charter commission by hereby authorizing the County Mayor to appoint ten (10) commissioners, subject to confirmation by the county governing body, and the Mayor of the principal city to appoint five (5) commissioners, subject to confirmation by the city governing body.

Amendment submitted by Sponsor J. McKamey

Commission Action: **Amendment Approved with Resolution 01-16-07.**



PROPOSED AMENDMENT #3 TO

RES. # 2006-12-132

AMEND AS FOLLOWS:

“TO FORM A COMMITTEE OF TWELVE TO STUDY CONSOLIDATION AS PER THE GUIDELINES”.

INTRODUCED BY: JAMES L. KING, JR.

SECONDED BY:

COMMENTS: DIES FOR LACK OF SECOND

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Executive
No. 2007-01-01
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION To Authorize Traffic Sign Changes in the 1st and 21st Civil District

WHEREAS, Commissioner Randy Morrell requested the Sullivan County Highway Department to make traffic sign changes on Sugar Hollow Road in the 1st & 21st Civil District (1st Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;


NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

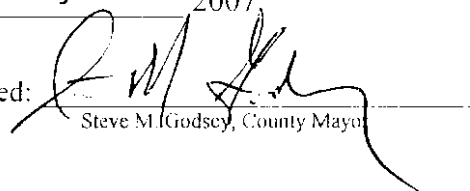
1st & 21st Civil District (1st Commission District)

To place 35 MPH Speed Limit signs on Sugar Hollow Road.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of January, 2007.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

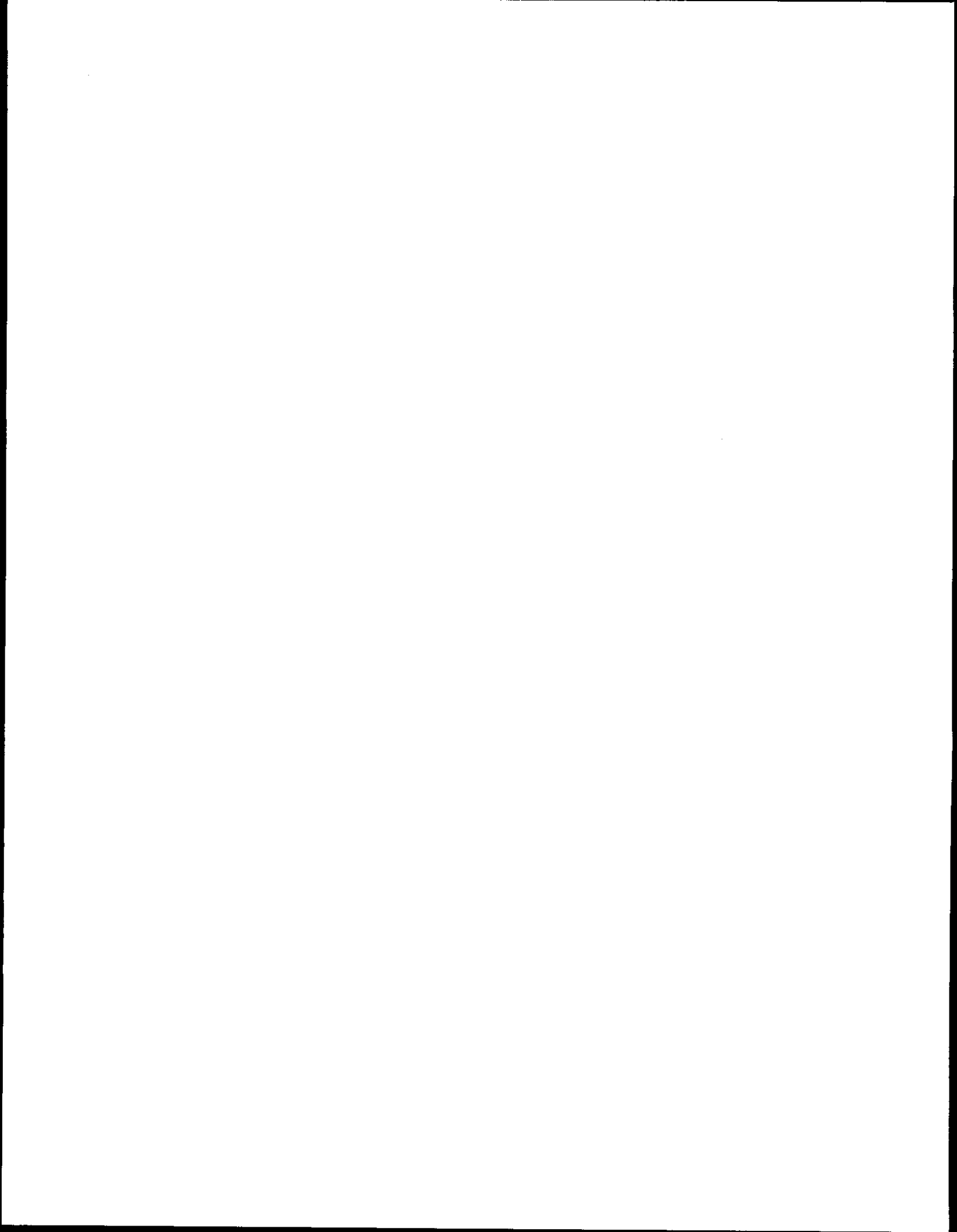
Sponsor: Randy Morrell

Prime Co-Sponsor(s): John McKamey, Brittenham, Houser, Blackburn

HWY

2007-01-01	Administrative	Budget	Executive	County Commission
ACTION	Approve 1-8-07		Approve 1-2-07	Approved 1-16-07 21 Aye, 3 Absent

Notes:



RESOLUTION REQUEST REVIEW

DATE: December 19, 2006

TO: Sullivan County Commission

REQUEST MADE BY: Randy Morrell

SUBJECT: To place A 35 MPH SPEED LIMIT on Sugar Hollow Drive.

1, 21 CIVIL DISTRICT

1 COMMISSIONER DISTRICT Randy Morrell

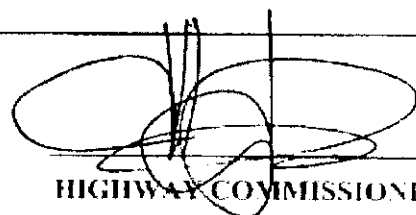
X RECOMMENDED BY HIGHWAY DEPARTMENT

____ NOT RECOMMENDED BY HIGHWAY DEPARTMENT

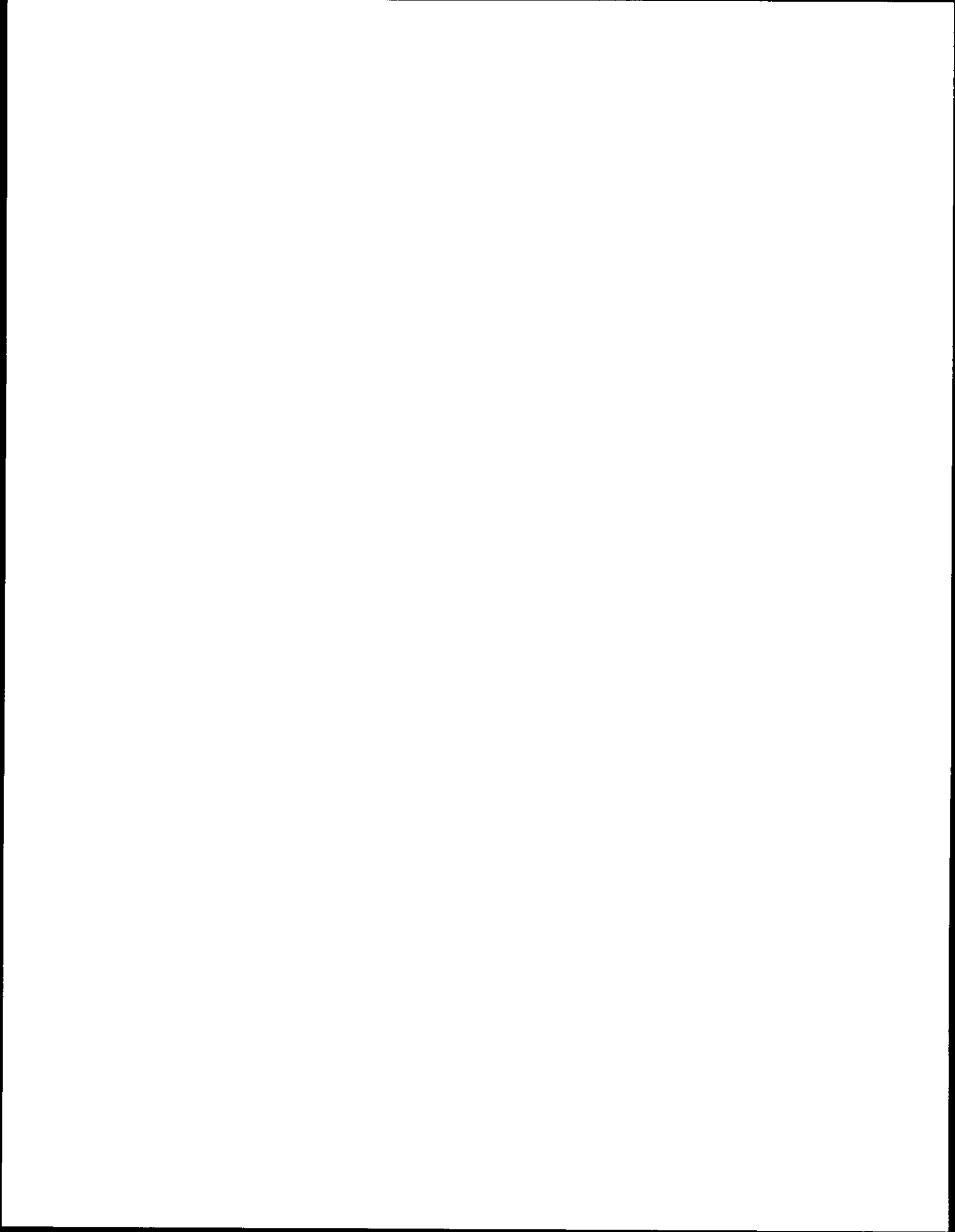
COMMENT: _____



12/19/2006
TRAFFIC COORDINATOR



12/19/2006
HIGHWAY COMMISSIONER



Sullivan County, Tennessee
Board of County Commissioners

Item 7
Administrative/Budget/Executive
No. 2007-01-02

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION To Adopt a Code of Ethics for Officials and Employees of Sullivan County Government

WHEREAS, Section 49 of the Comprehensive Governmental Ethics Reform Act of 2006, 2006, Public Chapter 1 (1st Ex. Sess.), (the "Ethics Reform Act") requires county legislative bodies to adopt certain ethical standards by resolution on or before June 30, 2007; and

WHEREAS, the County Technical Assistance Service (CTAS) is directed to prepare and disseminate a model of ethical standards which may be adopted by counties in compliance with the Ethics Reform Act; and

WHEREAS, Sullivan County desire to adopt the CTAS model of ethical standards as the Code of Ethics for Sullivan County;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, that:

SECTION 1. The model of ethical standards developed by CTAS and attached to this resolution is hereby adopted as the Code of Ethics for Sullivan County.

SECTION 2. Upon approval of this resolution, the County Clerk is directed to:

- (a) Mail a copy of this resolution to the State Ethics Commission; and
- (b) Mail a copy of this resolution and the attached Code of Ethics to each county office governed thereby, all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county school board, the county election commission, the county health department, and utility districts in the county; and
- (c) Post a copy of the Code of Ethics on each public bulletin board in the county courthouse.

SECTION 3. This resolution shall take effect upon its passage and approval, the public welfare requiring it.

ADOPTED this _____ day of _____ 2007.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Steve M. Godsey, County Mayor

Sponsored By: Bill Kilgore
Prime Co-Sponsor(s): O.W. Ferguson, Terry Harkleroad

2007-01-02	Administrative	Budget	Executive	County Commission
ACTION	Motion to Take No Action 1-8-07			

Notes: Code of Ethics-Provided as Separate Handout
1st Reading 01-16-07;

**Sullivan County, Tennessee
Board of County Commissioners**

Item 8
Executive
No. 2007-01-03

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January, 2007.

RESOLUTION Requesting Tennessee General Assembly to Approve a Private Act for Passage by Sullivan County to Adopt a Nepotism Policy

WHEREAS, it is in the best interest of Sullivan County, Tennessee to adopt a policy on nepotism;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 16th day of January, 2007 hereby request the Tennessee General Assembly to approve the following policy on nepotism in the form of a Private Act for passage by Sullivan County:

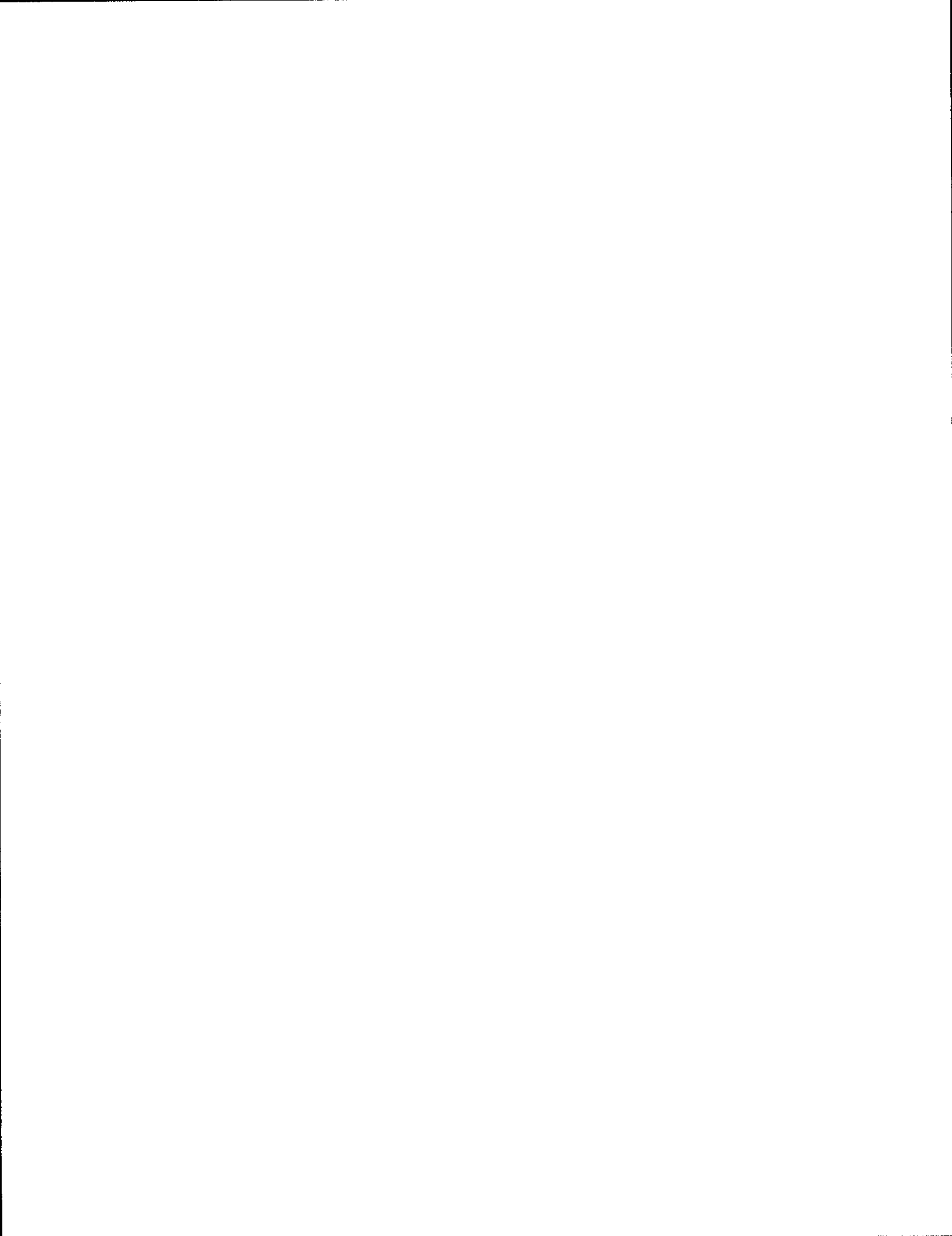
SECTION 1. This Act shall be known and may be cited as the "Sullivan County Uniform Nepotism Act of 2007."

SECTION 2. As used in this Act, unless the context otherwise requires:

- (1) "County entity" means any agency, authority, division, board, commission, department, office, or constitutional office being a part of Sullivan County government, whether of the executive, judicial or legislative branch, including the board of education and the highway department; and including any autonomous Sullivan County agency, authority, division, board, commission, department or office;
- (2) "Relative" means a parent, foster parent, parent-in-law, child, spouse, live-in boyfriend, live-in girlfriend, brother, foster brother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, daughter-in-law, sister-in-law, adoptive parties, or other family member who resides in the same household; and
- (3) "County employee" means any person who is employed by a county entity.

SECTION 3. Within each county entity, no county employees who are relatives shall be placed within the same direct line of supervision whereby one (1) relative is responsible for supervising the job performance or work activities of another relative; provided, however, to the extent possible, the provisions of this Act shall not be construed to prohibit two (2) or more such relatives from working within the same county entity.

SECTION 4. When as a result of marriage, county employees are in violation of the prohibition established in Section 3 of this Act, such violation shall be resolved by means necessary to remove such violation. The proper authority of the county entity shall advise the employees of alternatives available to remove such violation. Available alternatives shall be at the sole discretion of the proper authority of the county entity.



Employees in violation of the prohibitions of this Act shall be given the opportunity to select from the available alternatives. If such employees are unable to agree upon any such alternative within thirty (30) days, then the proper authority for the county entity shall take appropriate action to remove the violation.

SECTION 5. The prohibition established by this Act shall not be applied retroactively, but shall be adhered to by each county entity in all hiring and employee transactions subsequent to the official adoption of this Act.

SECTION 6. The provisions of this Act shall be applied uniformly and shall constitute the nepotism policy of Sullivan County government and each county entity. No county entity shall adopt a nepotism policy which conflicts with the provisions of this Act.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

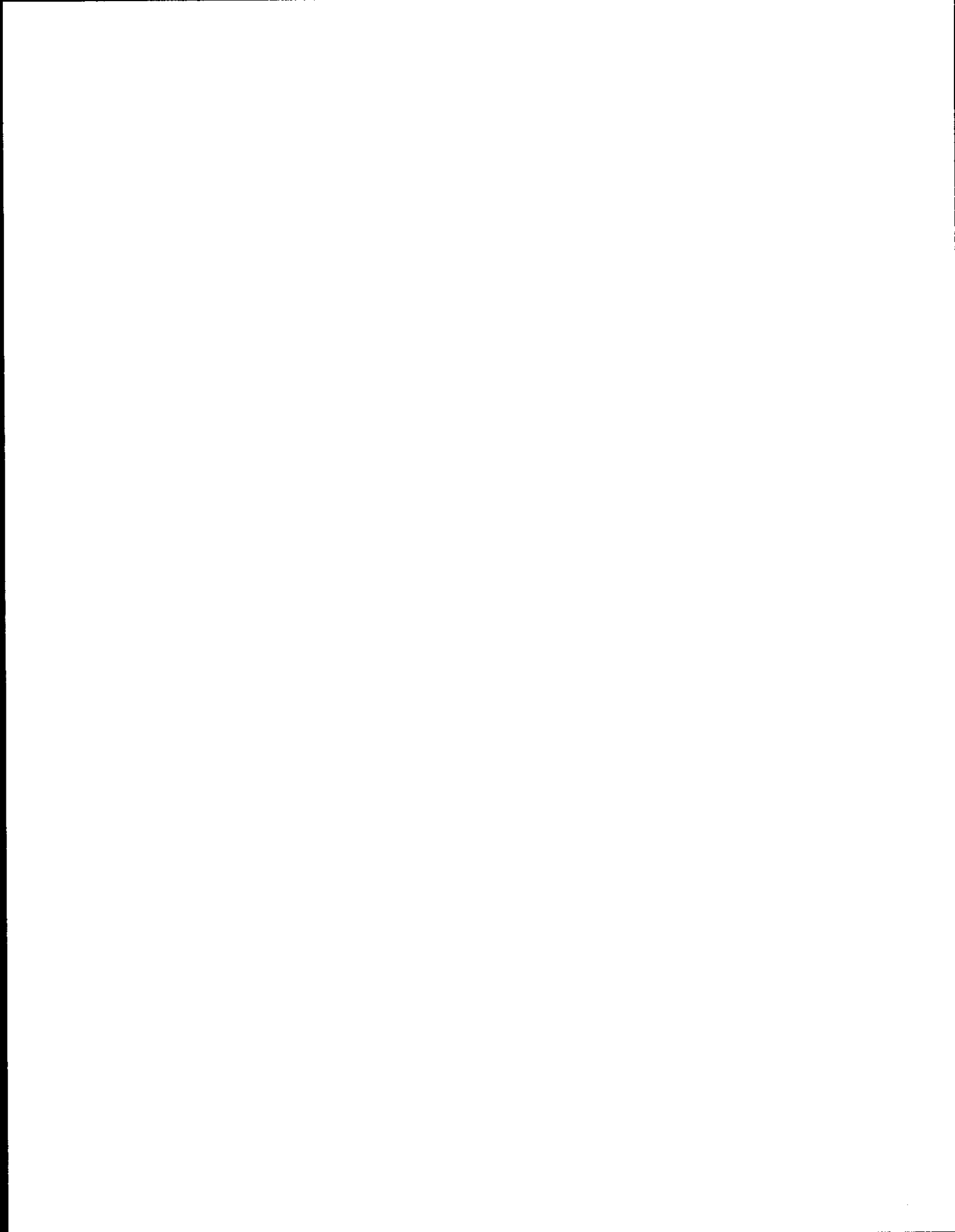
Attested: _____
 Jeanie Gammon, County Clerk

Approved: _____
 Steve M Godsey, County Mayor

Sponsored By: McConnell
Prime Co-Sponsor(s): Ferguson, Calton

2007-01-03	Administrative	Budget	Executive	County Commission
ACTION	Motion to Take No Action 1-8-07			

Notes: **1st Reading 01-16-07;**



Sullivan County, Tennessee
Board of County Commissioners

Item 9
Executive
No. 2007-01-04
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION To Authorize Traffic Sign Changes in the 8th Civil District

WHEREAS, Commissioner James "Buddy" King requested the Sullivan County Highway Department to make traffic sign changes in the 8th Civil District (2nd Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

8th Civil District (2nd Commission District)

- To place a STOP sign at Fairway Drive and Tee Drive;**
- To place a STOP sign at Woodway and Green Drive;**
- To place a STOP sign at Fairway Drive and Woodway Drive.**

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this _____ day of _____ 2007.

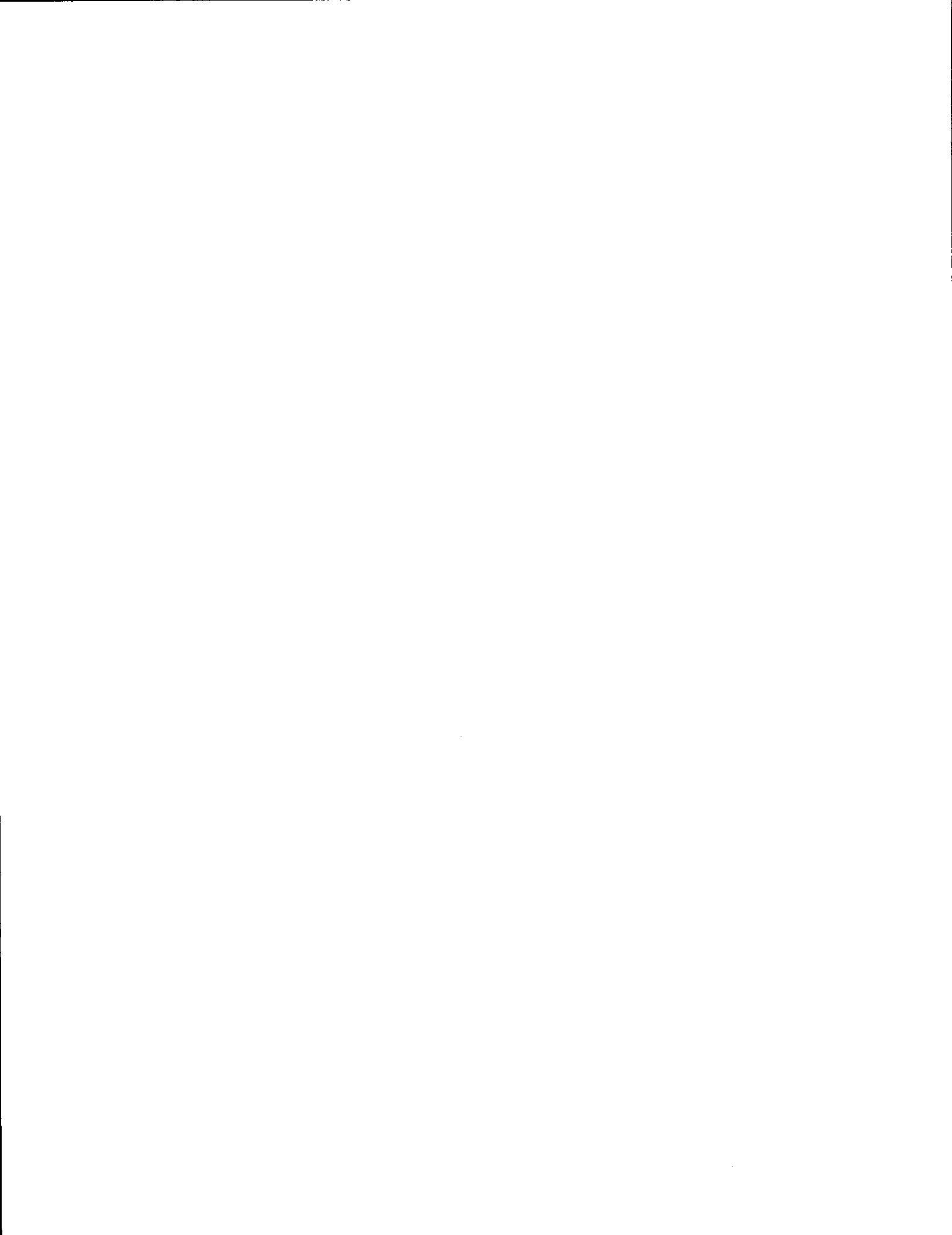
Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsor: James "Buddy" King
Prime Co-Sponsor(s): Mark Vance

HWY				
2007-01-04	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 01-16-07;**





Sullivan County, Tennessee
Board of County Commissioners

Item 10
Administrative/Budget/Executive
No. 2007-01-05

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION To Appropriate Funds and Purchase Computer Mapping Equipment for Sullivan County Assessor's Office

WHEREAS, in February 2006 the Board of Commissioners approved Resolution 2006-02-14 authorizing aerial mapping of Sullivan County and funding \$203,011 for said project; and

WHEREAS, said mapping project will be completed in February of this year and this upgraded information will be used by various departments of Sullivan County, as well as, economic developers, and economic and industrial recruiting; and

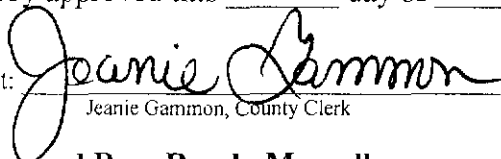
WHEREAS, due to the increased detail and definition of the new mapping some of the computer equipment in Assessor's Office must be upgraded;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby appropriate up to \$25,000 to purchase and upgrade computer mapping equipment in the Sullivan County Assessor's Office. Said funds to be appropriated from Account 39000.

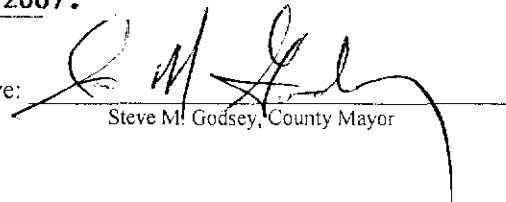
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this 16th day of January, 2007.

Attest:


Jeanie Gammon, County Clerk

Approve:


Steve M. Godsey, County Mayor

Sponsored By: Randy Morrell
Prime Co-Sponsor(s): Harr, Williams

2007-01-05	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-16-07 23 Aye, 1 Absent

Notes: **Waiver of rules requested.**

Sullivan County, Tennessee
Board of County Commissioners

Item 11
Administrative/Budget
No. 2007-01-06

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION To Amend the 2006-2007 Budget for Sullivan County EMS

WHEREAS, a purchase order was issued at or near the end of the 2005-06 fiscal year to purchase equipment for \$31,800 out of that fiscal year's budget; and

WHEREAS, the vendor was unable to deliver the equipment as promised; therefore, the purchase order funded out of the prior year has lapsed and those funds have reverted to the fund balance; and

WHEREAS, these funds need to be restored to the current budget;

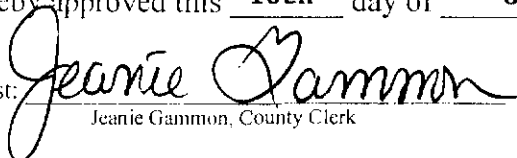
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize that the 2006-2007 budget for EMS Fund #118 be amended as follows:

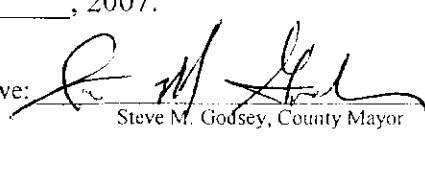
Source:
39000 Fund Balance \$31,800

Appropriation:
55130 700 302 Capital Outlay \$31,800

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Hereby approved this 16th day of January, 2007.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Ralph Harr

2007-01-06	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-16-07 22 Aye, 1 Pass, 1 Absent

Notes: **Waiver of rules requested.**



Sullivan County, Tennessee
Board of County Commissioners

Item 12
Administrative/Budget
No. 2007-01-07

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2007.

RESOLUTION and Certificate of Incumbency for Lease of Cardiac Monitors for Sullivan County EMS

WHEREAS, the Sullivan County is a political subdivision of the State of Tennessee and is duly organized and existing pursuant to the Constitution and laws of the State of Tennessee;

WHEREAS, pursuant to applicable law, the Board of Commissioners of Sullivan County is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easement necessary to the functions or operations of Sullivan County;

WHEREAS, the Board of Commissioners hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated below for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of Sullivan County;

WHEREAS, National City Commercial Capital Corporation ("Lessor") shall act as Lessor under said Leases.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, that:

Section 1. The Purchasing Agent ("Authorized Representative") acting on behalf of Sullivan County, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Board of Commissioners, which document is available for public inspection. The Authorized Representative acting on behalf of Sullivan County is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by the Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Sullivan County to execute and deliver agreements and documents relating to the Leases on behalf of Sullivan County.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases shall contain such options to purchase by Sullivan County as set forth therein.

Section 4. Sullivan County's obligations under the Leases shall be subject to annual appropriation or renewal by the Board of Commissioners as set forth in each Lease and Sullivan County's obligations under the Leases shall not constitute general obligations of Sullivan County or indebtedness under the Constitution or laws of the State of Tennessee.

Section 5. ~~As to the Lease, Sullivan County reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.~~


Section 6. This resolution shall take effect immediately upon its adoption and approval.

LESSEE: Sullivan County

LEASE AMOUNT: \$69,891.30

AUTHORIZED REPRESENTATIVE: Nelda P. Fleenor, Purchasing Agent

Adopted and Approved on this 16th day of January, 2007.


Steve M. Godsey, County Mayor

I, the undersigned County Clerk identified below, does hereby certify that I am the duly elected or appointed and acting County Clerk of Sullivan County, a political subdivision duly organized and existing under the laws of the State of Tennessee where Lessee is located, that I have the title stated below, and that as the date hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth.

The undersigned County Clerk of Sullivan County hereby certifies and attest that the undersigned has access to the official records of the Board of County Commissioners of Sullivan County, that the foregoing resolution was duly adopted by said Board of County Commissioners and that such resolution has not been amended or altered and is in full force and effect on the date stated below.


Jeanie F. Gammon, County Clerk

1/16/07
Date

(SEAL)

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): James "Buddy" King

2007-01-07	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-16-07 22 Aye, 1 Pass, 1 Absent

Notes: Waiver of rules requested.

Amended by Sponsor 01-16-07 to delete Section 5 as shown above. Amendment approved with Resolution 01-16-07.



Lease-Purchase AgreementDated as of December 20, 2006

Lessor:	National City Commercial Capital Corporation 995 Dalton Avenue Cincinnati, OH 45203	
Lessee:	LESSEE FULL LEGAL NAME Sullivan County Government Agency 3411 Highway 126 STE Blountville, TN 37617	FEDERAL TAX ID 626000858
Equipment Description	See attached Certificate of Acceptance for Equipment Description	
Rent Payment Schedule	Lease Term is for 36 months, with Rent payments due <input checked="" type="checkbox"/> monthly in advance; <input type="checkbox"/> quarterly; <input type="checkbox"/> semi-annual; <input type="checkbox"/> annually; <input checked="" type="checkbox"/> in the amounts set forth in the attached Schedule of Payments.	
	Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.	

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, you agree to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. You agree to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease you assign your rights, but none of your obligations under the purchase contract, to Lessor.
- RENT.** You agree to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment under the Lease. Lessor will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send you payments. Rent is due whether or not you receive an invoice from Lessor. You will pay Lessor any required advance rent when you sign this Lease. You authorize Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks you send to Lessor will not reduce your obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. You intend to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to you to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. YOU AGREE THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the name of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to you and you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer of the Equipment.



6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where you are located, you shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest you may have in the Equipment. To secure all of your obligation to Lessor under this Lease you hereby grant Lessor a security interest in (a) the Equipment to the extent of your interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without Lessor's advance written consent. You will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment.
8. **TAXES.** You agree that you will pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). You agree to file any required personal property tax returns and, if Lessor asks, you will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, you agree to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** You authorize Lessor to insert or correct missing information on this Lease, including your official name, serial numbers and any other information describing the Equipment. Lessor will send you copies of such changes. You will attach to the Equipment any name plates or stickers Lessor provides you.
11. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, you will promptly notify Lessor of such event. Then, at Lessor's option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 11, Lessor will forward to you any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If you are in default, Lessor will apply any insurance proceeds Lessor receives to reduce your obligations under Section 14 of this lease.
12. **INSURANCE.** You agree to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell you, naming Lessor as additional insured, until you have met all your obligations under this Lease. Lessor is under no duty to tell you if your insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, you agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If you do not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at your expense. You will pay all insurance premiums and related charges.
13. **DEFAULT.** You will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) you fail to perform or observe any other promise or obligation in this Lease and do not correct the default within 10 days after Lessor sends you written notice of default, (c) any representation, warranty or statement you have made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against you under any bankruptcy or insolvency laws, or (g) you default on any other agreement between you and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value"). Lessor has the right to require you to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. You will immediately pay Lessor the remaining Net Book Value. You agree (a) that Lessor only needs to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against you, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against you even if Lessor does not choose to enforce them at the time of your default.
15. **YOUR OPTION AT END OF LEASE.** Provided you are not in default, upon expiration of the Lease Term you have the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, you will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay Lessor for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **YOUR REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) you are the entity indicated in this Lease; (b) you are a State or a fully constituted political subdivision or agency of

- the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you authorized to enter into and carry out your obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances, and regulations. The Documents are valid, legal, binding agreements, enforceable in accordance with their terms. The person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (g) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations for each fiscal year during the Lease Term; (h) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) your obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law. No provision of this Lease constitutes a pledge of your tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) you shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) you shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information you have provided to Lessor is true and accurate and provides a good representation of your financial condition.
18. **YOUR PROMISES.** In addition to the other provisions of this Lease, you agree that during the term of this Lease (a) you will promptly notify Lessor in writing if you move your principal office or you change your name or legal structure, (b) you will provide to Lessor such financial information as may reasonably request from time to time, and (c) you will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet your obligations under this Lease.
 19. **ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** You will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at your cost, you will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
 20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Lease.
 21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that Lessor can, but do not have to, take on your behalf any action which you fail to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which you owe Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
 22. **AGREED LEASE RATE FACTOR.** You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from Lessor for the Lease Term and that you have agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that your payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will you pay any amounts in excess of the legal amount.
 23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You authorize Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge you a fee of \$250.00 to cover Lessor's documentation and investigation costs.
 24. **NOTICES.** All of your written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease. At any time after this Lease is signed, you or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
 25. **WAIVERS. LESSOR AND YOU EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide you

with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. ANY ACTION YOU TAKE AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

- 26. SMALL ISSUER STATEMENT. Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND LESSOR. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Sullivan County Government Agency
("Lessee")

National City Commercial Capital Corporation
("Lessor")

X

Authorized Signature

X

Authorized Signature

Print Name

Print Name

Title

Title

Date
3411 Highway 126 STE
Blountville, TN 37617

Date
995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee have been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____



CERTIFICATE OF ACCEPTANCE

QUANTITY	EQUIPMENT MODEL & DESCRIPTION	SERIAL NUMBER
Quantity	Description	Serial No.
1	E Series ACLS Manual ;w/4' cable NIBP cuff and hose, 12 lead w/ 1 step patient cable , Integrated Blue tooth & Non Invasve pacing	
1	E Series ACLS Manual ;w/4' cable NIBP cuff and hose, 12 lead w/ 1 step patient cable , Integrated Blue tooth & Non Invasve pacing	
1	E Series ACLS Manual ;w/4' cable NIBP cuff and hose, 12 lead w/ 1 step patient cable , Integrated Blue tooth & Non Invasve pacing	
3	E Series Onlu CAPNO 5 Mainstream CO2 Sensor and Cable	
3	M Series/E External Paddle Assembly	
3	Zoll Base Power Charger 4X4	
3	4 meg PCMCIA Data Cards (2 per pk)	
3	2 YR Extended Warranty 2+ Options	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 200____ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 200_____.

Sullivan County Government Agency
("Lessee")

X
Authorized Signature

Print Name

Title

Date

3411 Highway 126 STE
Blountville, TN 37617



SCHEDULE OF PAYMENTS

Attached to and made a part of that certain Lease-Purchase Agreement dated as of December 20, 2006 by and between National City Commercial Capital Corporation, as Lessor, and Sullivan County Government Agency, as Lessee.

Rent payments are payable as follows:

Payment No.	Date	Payment	Interest	Principal	Termination
1		4,380.00	0.00	4,380.00	66,821.53
2		2,190.00	491.20	1,698.80	65,088.75
3		2,190.00	478.46	1,711.54	63,342.98
4		2,190.00	465.63	1,724.37	61,584.12
5		2,190.00	452.70	1,737.30	59,812.08
6		2,190.00	439.67	1,750.33	58,026.74
7		2,190.00	426.55	1,763.45	56,228.02
8		2,190.00	413.32	1,776.68	54,415.81
9		2,190.00	400.00	1,790.00	52,590.01
10		2,190.00	386.58	1,803.42	50,750.52
11		2,190.00	373.08	1,816.94	48,897.24
12		2,190.00	359.44	1,830.56	47,030.07
13		2,190.00	345.71	1,844.29	45,148.89
14		2,190.00	331.88	1,858.12	43,253.61
15		2,190.00	317.95	1,872.05	41,344.12
16		2,190.00	303.91	1,886.09	39,420.31
17		2,190.00	289.77	1,900.23	37,482.07
18		2,190.00	275.53	1,914.47	35,529.31
19		2,190.00	261.17	1,928.83	33,561.91
20		2,190.00	246.71	1,943.29	31,579.75
21		2,190.00	232.14	1,957.86	29,582.73
22		2,190.00	217.46	1,972.54	27,570.74
23		2,190.00	202.67	1,987.33	25,543.67
24		2,190.00	187.77	2,002.23	23,501.39
25		2,190.00	172.76	2,017.24	21,443.81
26		2,190.00	157.63	2,032.37	19,370.79
27		2,190.00	142.39	2,047.61	17,282.23
28		2,190.00	127.04	2,062.96	15,178.01
29		2,190.00	111.57	2,078.43	13,058.01
30		2,190.00	95.99	2,094.01	10,922.12
31		2,190.00	80.29	2,109.71	8,770.22
32		2,190.00	64.47	2,125.53	6,602.17
33		2,190.00	48.53	2,141.47	4,417.88
34		2,190.00	32.48	2,157.52	2,217.20
35		2,190.00	16.27	2,173.73	0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

Sullivan County Government Agency
("Lessee")

X _____
Authorized Signature

Print Name

Title:

3411 Highway 126 STE
Blountville, TN 37617


National City Commercial Capital Corporation
("Lessor")

By: _____

Title _____

995 Dalton Ave.
Cincinnati, OH 45203

**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR
SESSION FEBRUARY 20, 2007.**



STEVE GODSEY
COMMISSION CHAIRMAN

