

COUNTY COMMISSION-REGULAR SESSION

JUNE 18, 2018

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, JUNE 18, 2018, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN, JEANIE GAMMON, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Chairman Richard Venable. Sheriff Wayne Anderson opened the commission and Comm. Houser gave the invocation. The pledge to the flag was led by Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

MARK BOWERY	BRYAN BOYD
DARLENE R CALTON	MICHAEL B COLE
LARRY CRAWFORD	JOHN GARDNER
SHERRY GRUBB	ANDY HARE
TERRY HARKLEROAD	MACK HARR
JOE HERRON	BAXTER HOOD
DENNIS HOUSER	MATTHEW JOHNSON
BILL KILGORE	KIT MCGLOTHLIN
RANDY MORRELL	BOB NEAL
BOBBY RUSSELL	CHERYL RUSSELL
PATRICK SHULL	ANGIE STANLEY
MARK VANCE	EDDIE WILLIAMS

24 PRESENT 0 ABSENT (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. Harkleroad and seconded by Comm. Crawford to approve the minutes of the May 21, 2018 Regular Session. Said motion was approved by voice vote.



Sullivan County

*Board of County Commissioners
238th Annual Session*

Before the Mayor of Sullivan County, Tennessee

**IN RE: Holston Utility District
Sullivan County, Tennessee**

Order Appointing Utility District Commissioner

WHEREAS, the Board of Commissioners for Holston Utility District does hereby certify to the Sullivan County Mayor, pursuant to T.C.A. §7-82-307, that a vacancy has occurred upon said utility board by virtue of Commissioner Gary Smith resigning the Board effective April 9, 2018; and

WHEREAS, the Board of Commissioners for Holston Utility District further certifies that a vacancy exists on the Board and that they have submitted three names to the County Mayor for consideration to fill vacancy in accordance to T.C.A. §7-82-307.

IT IS NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, pursuant to T.C.A. §7-82-307 that nominee Joseph L. Warren be appointed to fill the vacancy on the Board of Commissioners for Holston Utility District.

A handwritten signature in cursive script that reads "Richard S. Venable".

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 18th day of June 2018.

A handwritten signature in cursive script that reads "Jeanie Gammon".

Jeanie Gammon, Sullivan County Clerk

BEFORE THE COUNTY MAYOR OF SULLIVAN COUNTY, TENNESSEE

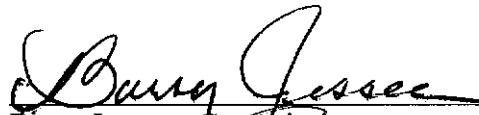
In re: HOLSTON UTILITY DISTRICT OF)
SULLIVAN COUNTY, TENNESSEE)

CERTIFICATION OF NOMINEES FOR APPOINTMENT
OF UTILITY DISTRICT COMMISSIONER

The undersigned Commissioners of Holston Utility District of Sullivan County, Tennessee, do hereby certify that a vacancy exists on the District's Board of Commissioners due to the resignation of Commissioner Garry Smith. The Board of Commissioners hereby certifies the nomination of the following qualified individuals for appointment to fill this vacancy with the nominees being listed in order of preference:

1. Joseph L. Warren
2. Scott Dwayne Vestal
3. Isreal Fritz

Wherefore, the District petitions the County Mayor to make an appointment from such nominees to fill the said vacancy within 21 days from and after the date of the filing of this certification with the County Mayor. This 4th day of June, 2018.


Barry Jessee - Commissioner


Randy Rice - Commissioner

Sullivan County

3258 HWY. 126
SUITE 101
BLOUNTVILLE, TENNESSEE
37617



BRANCH OFFICES
Tennessee Courthouse — Bristol
Bristol 989-4366
City Hall — Kingsport
Kingsport 224-1790

Jeanie F. Gammon

County Clerk
Phone 323-6428

DATE: May 22, 2018
TO: Sullivan County Commissioners
RE: Appointment of Sullivan County Trustee

In accordance with T.C.A. Section 5-5-111(a), this is to notify you of the notice of the retirement of Frances Harrell as Sullivan County Trustee effective June 30, 2018.

This is to further notify you that in accordance with T.C.A. Section 5-1-104(b), the county legislative body shall fill the vacancy within one hundred twenty (120) days of receiving notice of the vacancy, subject to certain exceptions for pending elections.

A handwritten signature in cursive script that reads "Jeanie Gammon".

Jeanie Gammon
County Clerk

Cc: Mayor Richard Venable
County Attorney Dan Street

KINGSPORT TIMES-NEWS

1423010

PUBLICATION CERTIFICATE

Kingsport, TN 6/4/18

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of June 2, 2018, and appearing 1 consecutive weeks/times, as per order of _____

Sullivan County Mayor's Office

Signed Sheryl Edwards

**SULLIVAN COUNTY, TENNESSEE
VACANCY IN OFFICE
Trustee for Sullivan County**

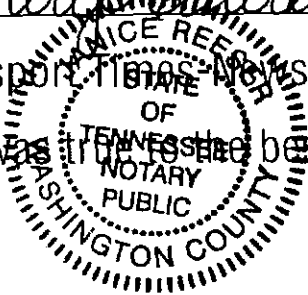
A vacancy will exist in the office of Trustee for Sullivan County as of July 1, 2018. Per TCA Code, the Sullivan County Board of Commissioners will consider filling the vacancy at their public meeting to be held Monday, June 18, 2018 at 9:00 a.m. The Sullivan County Commission meets in the Commission Room, Second Floor, Sullivan County Courthouse at 3411 Hwy 126, Blountville, Tennessee.

PUB1T: 06/02/2018

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 4th day of June 2018, Sheryl Edwards

of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Jamie Reiser
NOTARY PUBLIC

My commission expires 4-6-20



Sullivan County

*Board of County Commissioners
238th Annual Session*

IN RE: Sullivan County Property Assessor

Order Filling Vacancy of Sullivan County Trustee

WHEREAS, a vacancy will occur in the office of the Sullivan County Trustee effective June 30, 2018 due to resignation of Frances Harrell; and

WHEREAS, in accordance with *Tennessee Code Annotated*, the County Legislative Body has the authority to fill the unexpired term until the next general election; and

WHEREAS, the nominee meets all requirements to fulfill the position as outlined in *Tennessee Code*; and

WHEREAS, Eddie Williams, a member of the Sullivan County Board of Commissioners hereby makes a nomination for said candidate to fill the remainder of the term.

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED pursuant to *Tennessee Code Annotated*. the Sullivan County Board of Commissioners hereby approves the appointment of

Name: Susan Arnold Ramsey

Address: _____

_____ to serve as Sullivan County Trustee through August 31, 2018.

Approved: Richard S. Venable
Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 18th day of June, 2018.

Jeanie Gammon
Jeanie Gammon, Sullivan County Clerk

SULLIVAN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
PUBLIC COMMENT

June 18, 2018

PLEASE PRINT

	Name	Street Address	City
1	Sarah Foster	2009 Ginnwood Rd.	Kpt
2	Danny Collier	3009 HZ DR	Kpt
3	Nikki Addison	264 Ward Lane	Bint.
4	Darlene Howse	198 Grand St	Bristol
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

SULLIVAN COUNTY CLERK
JEANIE GAMMON COUNTY CLERK
3258 HIGHWAY 126 SUITE 101
BLOUNTVILLE TN 37617
Telephone 423-323-6428
Fax 423-279-2725

Notaries to be elected June 18,2018

BRIAN JEFFREY ABSHIRE, II
VIOLET BARRON
ANDREW R. BOYD
MOLLIE JO CLARK
TONI RENEE CRAWFORD
JAMES T CROCKETT JR
ANASTASIA SNOW ELLIS
LAUREN A. FISHER
JOSHUA M GREENE

KACIE BRENDA HAULDREN
KENNETH W. HERTEL

GINGER CAROL HOOD
CARMEN MICHELLE LAMBERT
JUSTIN A. LESTER
JAMES S MONTGOMERY
PENNY M. PARKER
HELEN CHARLENE PETERSON
SABRINA M. POWERS
SUSAN M. QUILLEN
CALENA NICOLE RHYMER
LISA J TIPTON
STEPHANIE ANNE WAGNER

PERSONAL SURETY
10000.00
10,000.00
GORDON PERSON JR.

UPON MOTION MADE BY COMM. COLE AND SECONDED BY COMM. HARR TO
APPROVE THE NOTARY APPLICATIONS HEREON, SAID MOTION WAS APPROVED BY ROLL
CALL VOTE OF THE COMMISSION. 23 AYE, 1 ABSENT

**STATE OF TENNESSEE
COUNTY OF SULLIVAN**

**APPROVAL OF NOTARY
SURETY BONDS**

June 18, 2018

Name of Notary

**Donna C. Bateman
Deborah N. Carr
Peggy Jean Campbell**

Personal Surety

**Malcolm B. Green
Terry Lyon
Phillip M. Campbell**

Personal Surety

**Jerry Lunsford
Cathy Short
Dolly D. Rose**

UPON MOTION MADE BY COMM. COLE AND SECONDED BY COMM. HARR TO
APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS, SAID MOTION WAS
APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 23 AYE, 1 ABSENT

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

6 Approval of Notary Publics
Vote

Description

Chairman Venable, Richard

Total Vote Result

Voting start time 9:31:00 AM
Voting stop time 9:31:21 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

Group Voting Result

Group	Yes	Absent
No group	23	0 / 1
Total Results	23	0 / 1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()				
Boyd, Bryan ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
Williams, Eddie ()	X			

RESOLUTIONS ON DOCKET FOR JUNE 18, 2018

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE ZONING RESOLUTION	NO RE-ZONING NO ACTION TAKEN ON #1
#2 AUTHORIZE THE SULLIVAN COUNTY HIGHWAY DEPT TO SOLICIT AND EMPLOY AN ENGINEERING SERVICES FIRM FOR DESIGN OF AN ACCESS ROAD FROM SR 357 AT EXIT 63 OF 1-81 TO THE PROPERTY ACQUIRED FOR THE NEW 1700 PUPIL HIGH SCHOOL OFF LYNN ROAD	DEFERRED 06-18-18
#3 AUTHORIZE THE ESTABLISHMENT OF COUNTY COMMISSION DISTRICTS	DEFERRED 06-18-18
#4 ALTER THE CURRENT SULLIVAN COUNTY COMMISSION VOTING PROCEDURES	DEFERRED 06-18-18
#5 AMEND THE CURRENT FY 2017-2018 JAIL BUDGET	APPROVED 06-18-18
#6 POST "NO PARKING" SIGNS ON WARD LANE IN THE 4 TH COMMISSION DISTRICT	APPROVED 06-18-18
#7 AUTHORIZE THE SULLIVAN COUNTY PURCHASING AGENT TO ENTER INTO A SIXTY (60) MONTH AGREEMENT WITH CORRECTEK, INC. FOR A CORRECTIONAL SPECIFIC ELECTRONIC HEALTH RECORDS MANAGEMENT SYSTEM	1 ST READING 06-18-18
#8 AUTHORIZE COUNTY MAYOR TO SIGN LEASE AGREEMENT BETWEEN MOUNTAIN STATES HEALTH ALLIANCE AND SULLIVAN COUNTY FOR AN E.M.S. AMBULANCE STATION LOCATED ON INDIAN PATH MEDICAL CENTER CAMPUS	APPROVED 06-18-18
#9 AUTHORIZE THE FINAL PAYMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR LIDAR PROJECT	APPROVED 06-18-18
#10 POST "NO PARKING ANYTIME" SIGNS ON STUFFLE STREET (WOODWINDS ADDITION) IN THE 10 TH COMMISSION DISTRICT	APPROVED 06-18-18

#11 AUTHORIZE SULLIVAN COUNTY PURCHASING AGENT AND COUNTY MAYOR TO ENTER AN AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES WITH ECO-SAFE SYSTEMS, LLC, A SUSIDIARY OF ADVANCED DISPOSAL SERVICES, INC.	DEFERRED 06-18-18
#12 AMEND THE 2017-2018 GENERAL PURPOSE SCHOOL BUDGET BY \$47,550 FOR SERIES 71100 REGULAR INSTRUCTION PROGRAM AND 73400 EARLY CHILDHOOD EDUCATION	APPROVED 06-18-18
#13 SUBMIT THE 2017-2018 SCORE SUPPLEMENTAL FUNDING GRANT, ACCEPT FUNDS, AND APPROPRIATE FUNDS	APPROVED 06-18-18
#14 PROVIDE 13 SCHOOL RESOURCE OFFICERS TO 13 SULLIVAN COUNTY SCHOOL DEPARTMENT CAMPUSES	DEFERRED 06-18-18
#15 AUTHORIZE THE PURCHASE OF A PARCEL OF LAND AND EXISTING BUILDING STRUCTURE TO RELOCATE E.M.S. STATION #4	APPROVED 06-18-18
#16 ALLOW THE CONSTRUCTION OF A PRIVATELY-FUNDED DRIVEWAY APRON ON COUNTY RIGHT-OF-WAY (ROW)	APPROVED 06-18-18
#17 AMEND THE 2017-2018 FY BUDGET FOR VARIOUS FUNDS AS TO YEAR-END CLOSE OUTS	APPROVED 06-18-18

73400-207	Medical Insurance	6,780
73400-208	Dental Insurance	-170
73400-212	Employer Medicare	-550
73400-355	Travel	200
73400-429	Instructional Supplies	25,222

Item #: 13 Sponsors: Stanley/ Grubb

Resolution No. 2018-06-37

RESOLUTION to Submit the 2017-2018 SCORE Supplemental Funding Grant, Accept Funds, and Appropriate Funds

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$16,146.65), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
48990-726	Other Contributions	5,461.68
71100-140	Stipends	5,855.00
71100-198	Non-Certified Substitutes	4,065.00
71100-201	Social Security	645.65
71100-204	State Retirement	521.82
71100-212	Employer Medicare	143.11
71100-429	Instructional Materials	4,074.38
71100-524	Staff Development	841.69

MOTION MADE BY COMM. GARDNER, SECONDED BY COMM. HARKLEROAD TO APPROVE THE FOREGOING CONSENT AGENDA. MOTION APPROVED 23 AYE, 1 ABSENT.

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

8 CONSENT AGENDA

Description

Item #: 6 Resolution No. 2018-06-30

Item #: 8 Resolution No. 2018-06-32

Item #: 10 Resolution No. 2018-06-34

Item #: 12 Resolution No. 2018-06-36

Item #: 13 Resolution No. 2018-06-37

Chairman

Venable, Richard

Total Vote Result

Voting start time 9:32:14 AM
Voting stop time 9:32:33 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

Group Voting Result

Group	Yes	Absent
No group	23	1
Total Results	23	1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()				
Boyd, Bryan ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

Name	Yes	Abstain	No	Absent
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
Williams, Eddie ()	X			

Sullivan County
Board of County Commissioners
238th Annual Session

Item 1
No. 2018-06-01

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION TO CONSIDER AMENDMENT(S) TO THE SULLIVAN COUNTY ZONING PLAN: ZONING MAP OR THE ZONING RESOLUTION

No rezoning requests have been filed for the month of June 2018.

Sullivan County
Board of County Commissioners
238th Annual Session

Item 2
No. 2018-02-15

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of February, 2018.

RESOLUTION to authorize the Sullivan County Highway Department (SCHD) to solicit and employ an engineering services firm for design of an access road from SR 357 at Exit 63 of I-81 to the property acquired for the New 1700-pupil High School off Lynn Road.

WHEREAS, this County Commission in an action in December 2016 (Resolution Number 2016-11-71) authorized the issuance of a Bonds for schools construction, and

WHEREAS, the SCHD has applied for assistance from T-DOT by a Grant under the Local Interstate Connector (LIC) program in March of 2017, and

WHEREAS, T-DOT has declined to participate in this road development by denying the Grant application, leaving the County to either build the road on its own or attempt to upgrade Lynn Road to permit this access, and

WHEREAS, Lynn Road is substandard to permit safe access to the New High School site due to vertical and horizontal curvature and blind intersections and upgrading this road to safe standards is not considered feasible, and

WHEREAS, the Sullivan County Purchasing Department is soliciting proposals for this design work from local engineering firms and is in the process of selecting a design firm, and

WHEREAS, the County Highway Fund has been grown by over \$2.9 million since 2014 through effective management of the Highway Department accounts and currently stands at approximately \$5.4 million, and

~~WHEREAS, the estimated cost of the design is less than \$300,000.~~

NOW THEREFORE BE IT RESOLVED that the Sullivan County Commissioner of Highways is hereby authorized to select an engineering firm as solicited by the Sullivan County Purchasing Department and execute an agreement for said designs. The cost of the design is not in the current Highway Department budget but will be funded out of the Highway Fund Balance.

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

Approved this 20th day of February 2018.

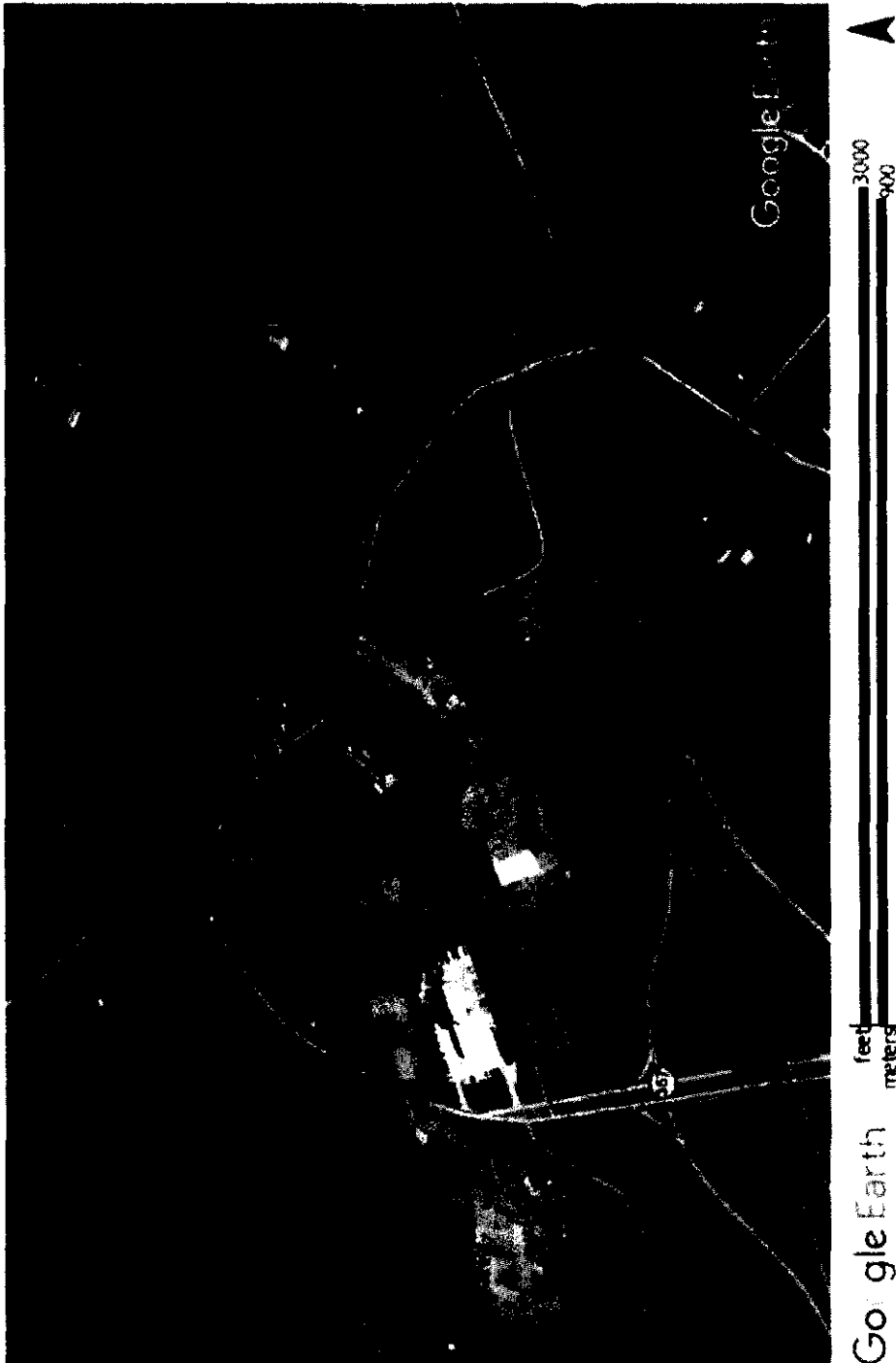
Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, Chairman, County Commission

Introduced By: Commissioner Sherry Grubb
Seconded By: Commissioners ~~Mark Vane~~ Pat Shull

ACTIONS: AMENDED BY SPONSOR AS REFLECTED. 1st Reading 02-20-18; Deferred 03-19-18; Deferred 4-16-18; 5/21/18 Co-sponsor Mark Vance withdraws his name as co-sponsor; 5/21/18 – Pat Shull agrees to co-sponsor resolution; Deferred 5/21/18; Deferred 06/18/18;

ATTACHMENT
2018-02-15



PROPOSED AMENDMENT #2 TO

PROPOSED AMENDMENT #2 TO

RES. #2

NO. 2018-02-15

AMEND AS FOLLOWS:

THE SULLIVAN COUNTY COMMISSION APPROVES THE ALLOCATION OF 1.65 MILLION DOLLARS INTO AN ACCOUNT (NEW SCHOOL LYNN ROAD ACCOUNT) TO BE DESIGNATED BY THE ACCOUNTS AND BUDGET DEPARTMENT. THE FUNDS TO COME FROM THE HIGHWAY DEPARTMENT SURPLUS ACCOUNT.

THE SULLIVAN COUNTY COMMISSION TO REQUEST THE SULLIVAN COUNTY BOARD OF EDUCATION TO FUND 1.65 MILLION DOLLARS TO BE DESIGNATED INTO AN ACCOUNT (NEW SCHOOL LYNN ROAD ACCOUNT) TO BE DESIGNATED BY THE ACCOUNTS AND BUDGET DEPARTMENT. AMENDMENT TO BE CONTINGENT UPON APPROVAL OF BOARD OF EDUCATION.

INTRODUCED BY: COMM. VANCE

SECONDED BY: COMM. BOYD

ACTION: AMENDMENT FAILED BY ROLL CLL 7 AYE, 17 NAY.

Sullivan County
Board of County Commissioners
238th Annual Session

Item 3
No. 2018-04-26

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of April 2018.

RESOLUTION to Authorize the Establishment of County Commission Districts

~~WHEREAS, the Redistricting Committee at the direction of the Sullivan County Commission has considered the district boundaries of Sullivan County Commission as recommended that the districts be adjusted to match those of the Sullivan County Board of Education.~~

~~WHEREAS, the Sullivan County Commission did not accept the recommendation of the Redistricting Committee.~~

~~NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, do hereby establish that members of the Sullivan County Commission shall be elected to seven districts as defined by the boundaries for the Sullivan County School Board. The districts shall be created by creating districts allowing Commissioners and School Board Members to run in the same physical boundaries. The districts for School Board of Sullivan County are depicted in an official redistricting map for Sullivan County prepared pursuant to Tennessee Code Annotated, Section 5-1-110.~~

**RESOLUTION AMENDED IN
ITS ENTIRETY**

~~BE IT FURTHER RESOLVED that the new boundaries for Commissioner districts as defined above shall be effective for the general county election, and nothing in this Resolution shall be construed as abridging the status of any office holder prior to the end of such person's current term of office.~~

~~BE IT FURTHER RESOLVED that two Commissioners shall be elected at large per district wherein the candidates seek election for a total of 14 Commissioners serving Sullivan County. The top two candidates for each office receiving the greatest number of votes in each district shall be elected.~~

~~BE IT FURTHER RESOLVED that the Mayor shall notify the Sullivan County Election Commission of this action and shall provide any additional information that may be requested.~~

~~BE IT FURTHER RESOLVED that prior to the next general election the Sullivan County Election Commission shall print a legal description in a newspaper of general circulation in order to properly advise the citizens of Sullivan County of this change in the boundaries for Sullivan County Commission Districts.~~

AMENDMENT #2 – June 18, 2018

Resolution No. 2018-04-26 to be amended in its entirety with the following language:

Submitted by sponsor Bill Kilgore.

RESOLUTION TO REDUCE THE NUMBER OF SULLIVAN COUNTY COMMISSIONERS TO FIFTEEN (15) ~~14~~ MEMBERS BEGINNING WITH THE 2022 ELECTION

WHEREAS, the Redistricting Committee at the direction of the Sullivan County Commission will consider adjusting district boundaries of the Sullivan County Commission after the 2020 U.S. Census; and

WHEREAS, the Sullivan County Commission does hereby authorize and request the Redistricting Committee to make a recommendation on boundaries by January 2022.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby establish that members of the Sullivan County Commission shall be elected from fifteen ~~seven~~ districts as defined by the boundaries established by the Commission after the 2020 census.

BE IT FURTHER RESOLVED that the new boundaries for Commissioner districts as defined by the Commission are for all future elections. Nothing in this Resolution shall be construed as abridging the status of any office holder prior to the end of such person's current term of office.

BE IT FURTHER RESOLVED that one ~~two~~ Commissioners shall be elected in ~~two separately designated seats~~ in each district in which candidates seek election.

[BE IT FURTHER RESOLVED that two constables shall be elected from each district with the district boundary lines for constables remaining consistent with the boundary lines established for commissioners.]

BE IT FURTHER RESOLVED that the Mayor shall notify the Sullivan County Election Commission of this action and shall provide any additional information that may be requested.

BE IT FURTHER RESOLVED that prior to the next general election the Sullivan County Election Commission shall print a legal description in a newspaper of general circulation in order to properly advise the citizens of Sullivan County of the change in the boundaries for Sullivan County Commission Districts.

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.

AMENDMENT #1
No. 2018-04-26
AMENDMENT #2 – June 18, 2018

Approved this _____ day of _____ 2018.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Richard S. Venable, County Mayor

Sponsored By: Commissioner Bill Kilgore

Prime Co-Sponsor(s): Commissioners Baxter Hood, John Gardner, Andy Hare, Pat Shull, Bobby Russell, Joe Herron, Bob Neal

**ACTIONS: 1st Reading 04-16-18; Deferred 5/21/18; Amendment #1 amended by sponsor 6/14/18;
Deferred 06/18/18;**

Sullivan County
Board of County Commissioners
238th Annual Session

Item 4
No. 2018-05-28

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2018.

RESOLUTION to alter the current Sullivan County Commission voting procedures.

WHEREAS, the current method used to cast votes during Commission business meetings is by electronic means.

WHEREAS, the electronic board visibly reveals each Commissioner's vote as it is cast so that other Commissioners and the viewing audience can immediately determine how a Commissioner has voted while voting is underway and not completed.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session approves the following alteration to Commission electronic voting procedure. Henceforth when the Chair determines that discussion is completed regarding matters and/or resolutions before the Commission, the Chair will ask those present to electronically cast their vote. During the period of voting, no voting results will be visibly revealed on the electronic voting tally board. After the Chair determines that all Commissioners present and choosing to vote have, in fact, voted; he will then allow the results to be revealed via the electronic board.

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.

Approved this _____ day of _____ 2018.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Richard S. Venable, County Mayor

Sponsored By: Commissioner Pat Shull

Co-Sponsor(s): Baxter Hood

ACTIONS: 1st Reading 5/21/18; Deferred 06/18/18;

Sullivan County
Board of County Commissioners
238th Annual Session

Item 5
No. 2018-06-29

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to amend the current FY 2017-2018 Jail Budget

WHEREAS, uncontrollable costs have been incurred directly related to the excessive number of inmates incarcerated in this facility in the current fiscal year in the 54210.300 account for Maintenance & Repairs to the Jail Building (Floors, Drains, Walls), Facility (Ceilings, Doors, Windows), and Equipment (Generators, Kitchen Eqpt, Elevator), as well as Indigent Care Medical Costs & Services and Pharmaceutical Drugs; and

WHEREAS, uncontrollable costs have been incurred directly related to the excessive number of inmates incarcerated in this facility in the current fiscal year in the 54210.400 account for Food, Milk, Produce, Bakery, and Utilities (Electricity, Natural Gas, Water) and other Operational costs such as Fuel costs for transporting inmates, and Inmate clothing items; and

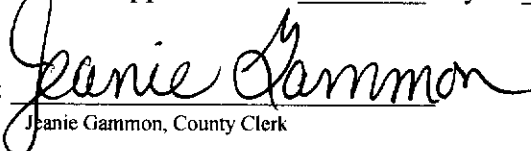
WHEREAS, additional estimated appropriations of \$60,000 and \$90,000 are needed in the 300 account and the 400 account, respectively, to adequately fund the existing FY 2018 Jail budget;

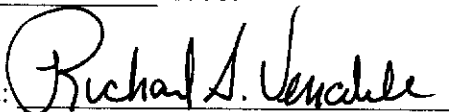
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby amend the FY 2017-2018 Jail Budget by appropriating an additional \$60,000 to the 54210.300 account and \$90,000 to the 54210.400 account

WAIVER OF RULES REQUESTED

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 18th day of June 2018.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored by: Commissioner Eddie Williams

Prime Co-Sponsor(s): Commissioner Mark Bowery

ACTIONS: Approved 16 Aye, 1 Pass, 5 Nay, 2 Absent

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

12 NEW BUSINESS Item #:5 Sponsors: Williams/ Bowery Resolution No. 2018-06-29

Description

RESOLUTION to amend the current FY 2017-2018 Jail Budget

Waiver of Rules Requested

Venable, Richard

Chairman

Total Vote Result

Voting start time 10:03:35 AM
Voting stop time 10:03:56 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	16
Abstain	1
No	5
Total Present	22
Absent	2

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	16	1	5	2
Total Results	16	1	5	2

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Boyd, Bryan ()			X	
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()			X	
Gardner, John ()				
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()				
Houser, Dennis ()			X	
Johnson, Matthew ()	X			
Kilgore, Bill ()			X	
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()		X		
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()			X	
Williams, Eddie ()	X			

Sullivan County
Board of County Commissioners
238th Annual Session

Item 6
No. 2018-06-30

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION TO POST "NO PARKING" SIGNS ON WARD LANE IN THE 4TH COMMISSION DISTRICT

WHEREAS, Commissioner Mack Harr requests "No Parking" signs be posted on Ward Lane; and

WHEREAS, the Sullivan County Highway Department has reviewed the request and approves the request.

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

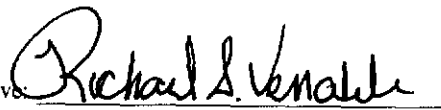
4th Commission District

Place "No Parking" signs on Ward Lane

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.

Approved this 18th day of June 2018.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Mack Harr

Co-Sponsor(s): Commissioners Dennis Houser

ACTION: Waiver of rules requested; Approved 23 Aye, 1 Absent.

87-17

Petition for Road Signs on Ward Lane
No parking + Speed Limit

① Judy Stratton - 211 Ward Lane Blountville In.
Mrs. Stratton Resides in a Nursing
Home. Property Vacant

② Billy + Sue Hawkins 227 Ward Lane Blountville
Do not want to get involved because
they have to live beside the
aggressor.

③ Daniel + Marinda Goodwin 255 Ward Lane
Aggressors

④ John Krajcik + Amy Addison 264 Ward Lane

X Amy Addison

X 

Please put some no parking and
speed limit signs on our road so
we can access our driveway and
the trash man can pick up our
trash.

Sullivan County
Board of County Commissioners
238th Annual Session

Item 7
No. 2018-06-31

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION To Authorize the Sullivan County Purchasing Agent to enter into a sixty (60) month agreement with CorrecTek, Inc. for a Correctional Specific Electronic Health Records Management System

WHEREAS, the Sullivan County Correctional Medical Staff currently keeps Inmate Medical Records on paper and this inefficient and time-consuming system requires hand written documentation and filing duties which increases the risk of errors to critical inmate medical information; and

WHEREAS, the Sullivan County Corrections Inmate population, as well as their age and acuity of care, has dramatically increased over the years and this trend is projected to continue and record keeping & documentation will become even more burdensome on the Medical Staff; and

WHEREAS, Inmate Medical Care carries a significant liability risk to Sullivan County, so it is imperative the record keeping system be as efficient as possible; and

WHEREAS, the CorrecTek Spark system is a correctional-specific electronic health records system that allows Correctional Medical staff to automate data entry and maintain confidentiality to each Inmate's medical file; and

WHEREAS, the CorrecTek Spark system will provide electronic management, storage, easy access to each Inmate's medical file, and also retrieval of documents from the file; and

WHEREAS, the CorrecTek Spark system will Interface with Internal and External systems such as Jail Management, Pharmaceutical, Laboratory, and Commissary used by SCSO; and

WHEREAS, the CorrecTek Spark system will help assure compliance with State Medical Standards utilizing the system's electronic orders, forms, reports, etc. from the Inmate's file.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Purchasing Agent to enter into a sixty (60) month agreement with CorrecTek, Inc. located in Paducah, KY with annual payments being roughly \$32,383 plus a onetime \$2,000 Kalleo Setup Fee for Correctional Specific Electronic Health Records Management System,

WAIVER OF RULES REQUESTED

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 _____ 2018.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, County Mayor

Sponsored by: Commissioner Joe Herron

Prime Co-Sponsor(s): John Gardner, Larry Crawford

1st Reading 06/18/18;

MOTION ON FLOOR

MOTION AS FOLLOWS:

MOTION TO DEFER RESOLUTION #7 TO BUDGET REQUEST TIME TO BE
CONSIDERED TO BE PUT IN THE FY 2018-2019 BUDGET

SPONSORED BY: VANCE
SECONDED BY: NEAL

ACTION: FAILED 06-18-18
ROLL CALL VOTE 11 AYE, 12 NAY, 1 PASS

Sullivan County
Board of County Commissioners
238th Annual Session

Item 8
No. 2018-06-32

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

WHEREAS, Sullivan County E.M.S has operated an ambulance station on Indian Path campus since 1991.

WHEREAS, Sullivan County E.M.S. will pay \$1.00 per year for the leasing the building.

WHEREAS, the Lease will automatically renew annually.

WHEREAS, the County Attorney & Purchasing Department have worked diligently preparing the Lease in agreement with Mountain States Health Alliance.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes Mayor Venable to sign the attached Lease Agreement.

WAIVER OF RULES REQUESTED

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 18th day of June, 2018.

Attest: Jeanie Gammon Approve: Richard S. Venable
Jeanie Gammon, County Clerk Richard Venable, County Mayor

Sponsored By: Commissioner Eddie Williams

Prime Co-Sponsor(s): Commissioner Mark Bowery

ACTIONS: Approved 23 Aye, 1 Absent.

LEASE AGREEMENT

THIS LEASE made this 1st day of February, 2012, by and between MOUNTAIN STATES HEALTH ALLIANCE, a Tennessee public benefit corporation, hereinafter referred to as Landlord, and SULLIVAN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as Tenant;

WITNESSETH

That subject to the terms and conditions hereinafter set out said Landlord hereby leases to said Tenant a certain tract of property with improvements thereon located in the 11th Civil District of Sullivan County, Tennessee, and being more particularly described as follows:

Approximately 2,500 square foot metal building located at 2305 Pavilion Drive, Kingsport, Tennessee 37660, as further described and illustrated on Exhibit A attached hereto. In addition, Tenant has the nonexclusive right to utilize the adjacent parking lot for the purpose of parking.

The terms and conditions of said Lease are as follows:

1. This Lease shall run for a period of one (1) year from the 1st day of February, 2012 and shall automatically renew for successive one (1)-year terms unless either party gives written notice to the other party of its intent not to renew one (1) year (three hundred and sixty five days) prior to the expiration of the then-current term.

2. Tenant shall pay to the Landlord One Dollar (\$1.00) per year for lease of the subject premises, payable on the effective date and each anniversary of the effective date during the term of this Lease.

3. Landlord shall have the right to terminate this Lease at any time for cause by giving Tenant one hundred eighty (180) days prior written notice. For purposes of this Lease, "for cause termination" shall include, but not be limited to:

A. The failure of Tenant to fulfill the terms of this Lease.

B. The failure of Tenant, on each and every anniversary of the effective date of the Lease to demonstrate to Landlord the location of the Premises is such that it strategically serves the emergency transport needs of the citizens of Kingsport and Sullivan County, Tennessee.

C. The failure of this Lease to comply with any and all applicable federal, state or local law, regulation, rule or opinion (binding or otherwise) affecting or reasonably interpreting this or similar Leases, including but not limited to all laws, rules, regulations or opinions relating to agreements between healthcare providers such as anti-kickback, fraud and abuse, Stark, HIPPA, etc. Provided, however, that should this Lease be found to so violate any such law, regulation, rule, opinion, etc., this Lease shall be, if reasonably practicable, reformed to be in compliance with said legal authority.

4. This Lease shall automatically terminate in the event that (i) Sullivan County no longer provides Emergency Medical Services as a department of the County of Sullivan, Tennessee; (ii) upon directive of the governing body of Sullivan County provided that such termination shall occur no sooner than ninety (90) days from the date of the legislative body's directive to terminate this Lease; or (iii) in the event that Sullivan County Emergency Medical Services is not funded, in whole or in part, by the Sullivan County Board of Commissioners and/or some other local, state or federal agency or from any other sources sufficient to allow it to carry on its purposes.

5. Either party may terminate this Lease, without cause and without penalty, by sending written notice to the other party specifying an effective date of termination at least one (1) year (three hundred and sixty five days) following the date the notice is given.

6. Landlord reserves the right during the terms of this Lease (including all renewal terms) to relocate Tenant, at Landlord's total and complete expense, to any other reasonably comparable space and location agreed to by Tenant.

7. There shall be no assigning of this Lease or sub-leasing of any part of the premises without specific written consent of Landlord. Landlord's consent to any such assignment or sub-lease in one instance shall not constitute Landlord's consent to any other assignment or sub-lease. Tenant expressly acknowledges and agrees that Landlord may assign this Lease to any entity controlled by, controlling, or under common ownership with Landlord, or originating out of any merger or consolidation of Landlord without the consent of Tenant. Subject to the foregoing, all terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto.

8. Landlord shall pay or cause to be paid all real estate taxes (as hereinafter defined) assessed or imposed upon the premises which become due or payable during the Lease term. As in this Section, the term "real estate taxes" shall mean and include all real estate taxes, public and governmental charges and assessments, or assessments against any of Landlord's personal property now or hereafter located on the leased premises, all costs and fees incurred by Landlord in contesting or negotiating with public authorities (Landlord having the sole authority to conduct such a contest or enter into such negotiations) as to any of the same and all sewer and other taxes and charges, but shall not include taxes on Tenant's machinery, equipment, inventory or other personal property or assets of Tenant, Tenant agreeing to pay all taxes upon or attributable to such excluded property without apportionment.

9. Tenant shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities the same shall be installed at Tenant's expense in compliance with all the code requirements and plans and specifications which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water and all other utility services, and janitorial services.

10. Tenant shall be responsible for maintaining and repairing and replacing of distribution duct work for air conditioning, heating and ventilation system and lighting and water systems at said

premises, including conductors, grills, thermostats, filters, and all other electric or water and plumbing components.

11. Landlord shall keep or cause to be kept the foundations, roof and structural portions of the building on said premises in good order and in repaired condition except for damages thereto due to the acts or omissions of Tenant, its agents, employees or invitees.

12. Landlord shall not be obligated to make repairs, replacements or improvement of any kind upon the structure on the premises (except as provided by Paragraph 11), or to any equipment, facilities or fixtures therein, all of which shall be Tenant's responsibility but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or any other similar occurrence in or on the premises of which the Tenant has knowledge.

13. All parking areas and sidewalks utilized by Tenant in its use of the leased premises shall be maintained in good condition at the expense of the Tenant after the initial installation of such.

14. The leased premises shall be occupied and used by Tenant solely for the purpose of operating a full time emergency and ambulance service for the benefit of the general public and Tenant shall not use or permit the use of the premises for any other benefit or purpose. Such business shall be conducted in the Tenant's own name and pursuant to the Tenant's rules, regulations, policies and procedures.

15. Tenant shall at all times keep the premises (including all entrances and vestibules) and all partitions, window and window frames and moldings, glass, store fronts, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances) and all parts of the premises, not required herein to be maintained by the Landlord, in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted, including but not limited to doing such things as are necessary to cause the premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. If replacement of equipment, fixtures and appurtenances thereto are necessary, Tenant shall replace the same with

equipment, fixtures and appurtenances of the same quality, and repair all damages done in or by such replacement. If Tenant fails to perform its obligations hereunder, Landlord, without notice, may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions with the cost of same to be paid by the Tenant.

16. Landlord and/or Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any part of the premises including but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the premises in repair except for Landlord's responsibility as set forth in Paragraph 11; (c) injury done or caused by wind, water, or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railing or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (h) the escape of steam or hot water; (i) water, snow or ice upon the premises; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of persons, other than Landlord, its employees or agents, in the premises. All property of Tenant kept in the premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, except for damage caused by Landlord, its employees or agents.

17. Tenant shall not cause or permit, knowingly or unknowingly, any hazardous material (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked or emitted in or about or treated at the leased premises. As used in this Lease, "hazardous material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which or becomes regulated by the federal, state or local law, ordinance, order, rule regulation, code or any other governmental restriction or

requirement, and shall include asbestos, petroleum products and the terms "hazardous substance" and "hazardous waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. §9601, *et seq.*, and the Resource Conservation and Recovery Act ("RCRA") as amended, 42 U.S.C. §6901, *et seq.*

18. To the extent permitted by state law, Tenant shall indemnify, save harmless, and at Landlord's option, defend Landlord, its agents, employees, and mortgagee, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the premises or the operations, conduct or activities of Tenant or Tenant's agents. However, it is expressly understood and agreed that this Lease shall not and does not by this clause extend Tenant's liability beyond that otherwise imposed by law; nor shall Tenant be obligated to indemnify or hold Landlord harmless or bear any liability or loss for the negligence of Landlord, its employees or agents. Tenant hereby assumes no liability where the law does not already impose liability.

Landlord shall indemnify, save harmless, and at Tenant's option, defend Tenant, its agents and employees, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Landlord's use, occupancy, management or control of the premises and/or surrounding property or the operations, conduct or activities of Landlord or Landlord's agents.

19. If the premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed use by fire or other casualty insured under the coverage which Landlord is obligated to carry, Landlord may, in its sole discretion, promptly repair the same to substantially the condition which they were in immediately prior to the happening of such casualty (excluding Tenant's fixtures, furniture, furnishings, carpeting, floor covering, wall covering, and equipment) or terminate the Lease effective as of the date of such casualty by giving to Tenant, within sixty (60) days of the happening of such casualty,

written notice of such termination. Provided, however, that Landlord shall not be expected to expend for such repair or restoration an amount in excess of the insurance proceeds recovered therefore. Likewise, in the event of fire or other casualty that makes the premises untenable for use by Tenant, Tenant may terminate the lease effective as of the date of such casualty by giving to Landlord, within sixty (60) days of the happening of such casualty, written notice of such termination, provided that Landlord has not commenced repair. Tenant shall provide such notice of termination to Landlord as soon as possible within the notice period. In the event the lease is not terminated and Landlord repairs or restores the premises after damage or destruction, then Tenant shall promptly repair or replace its fixtures, furnishings, furniture, carpeting, wall covering, floor covering, emergency vehicles and equipment to the same condition as they were in immediately prior to casualty, and if Tenant has closed its business, Tenant shall promptly reopen for business upon the completion of such repairs.

20. If ten percent (10%) or more of the premises of the structure shall be acquired or condemned by right of eminent domain for any public or quasi public use or purpose, then either party hereto at its election may terminate this Lease by giving notice to the other party of its election.

21. Landlord reserves, and Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of any public or quasi public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps on behalf of Tenant. However, Landlord does not reserve any damages payable for trade fixtures installed by Tenant at its own cost which are not part of the realty.

22. The following shall be considered for all purposes to be defaults under and breaches of this Lease: (a) any failure by Tenant to perform or observe any of the terms, provisions, conditions and covenants of this Lease; (b) if Tenant abandons or vacates or does not do business in the premises or; (c)

the premises comes into the hands of any person other than expressly permitted under this Lease. In any such event, and upon ninety (90) days notice, Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective and shall have the right, either before or after any such termination, to re-enter and take possession of the premises, remove all persons and property from the premises, store such property at Tenant's expense, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

23. Landlord, its agents and employees shall have the right upon prior notice to Tenant to enter the leased premises from time to time at reasonable times to examine the same. In addition, during any apparent emergency, Landlord or its agents may enter the premises at any time without in any manner affecting Tenant's obligations under this Lease; nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability to do so.

24. If Tenant observes and performs all the covenants, terms and conditions hereof, Tenant shall peaceably and quietly hold and enjoy the premises for the Lease term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of the Lease.

25. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

26. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein

otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

27. Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent, or joint venturer of or with Tenant. Likewise, Tenant does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Landlord.

28. Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms, or entities who work for or represent Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the interest of Landlord, its successors and assigns, in Landlord's tract for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

29. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. This Lease shall be construed under the laws of the State of Tennessee.

31. (a) Tenant agrees to carry public liability insurance on the premises and automobile liability insurance during the terms hereunder covering the Tenant and naming the Landlord as an additional named insured with terms and company satisfactory to Landlord, for limits not less than \$1,000,000.00 for bodily injury, including death and personal injury for any one occurrence, and \$1,000,000.00 property damage insurance or a combined single limit of \$1,000,000.00 subject to liability limits as may be more particularly defined in the terms of limiting liability pursuant to the provisions of Tennessee Code Annotated §29-20-102, et seq. (Governmental Tort Liability Act); and, providing that Landlord and Tenant shall be given a minimum of sixty (60) days written notice by the insurance of cancellation, termination or change in such insurance. Tenant also agrees to keep in full force and effect

during the terms of this Lease property insurance against fire and "all-risk" of physical loss and damage covering all of Tenant's equipment, property, floor covering, trade fixtures and furnishings and other items of personal property of the Tenant located on or within the premises. Tenant shall provide Landlord at Landlord's request with copies of the policy or certificate evidencing that all the foregoing insurance is in full force and effect and stating the terms thereof. Landlord shall carry public liability insurance and property damage insurance, special form, insuring all improvements thereon and appurtenances thereto for the full and insurable value thereof, and such deductibles as Landlord deems advisable but such insurance shall exclude Tenant's personal property, furnishings and equipment.

(b) Landlord shall, at its expense, obtain and maintain hazard insurance on any buildings erected on the hereinabove described property in a sum not less than the replacement value of such building.

31. At the expiration of the Lease term, Tenant shall surrender the premises in the same condition as when leased, reasonable wear and tear and damage by unavoidable casualty excepted.

32. Any notice required or permitted to be given hereunder may be given by (i) personal delivery; (ii) nationally recognized overnight courier; or (iii) by registered or certified mail, proper postage prepaid, registered or certified, return receipt requested, to the address listed below or such other address as may be designated in writing hereafter by a party. Notice shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or as of the date indicated on the return receipt or, if such notice is refused, on the date when delivery of such notice is first refused.

If to Landlord: Mountain States Health Alliance
Attn: Legal Dept.
400 N. State of Franklin Road
Johnson City, TN 37604

If to Tenant: Sullivan County, Tennessee
Attn: Dan Street, Attorney at Law
3411 Hwy. 126 (Sullivan Co. Courthouse), Suite 209
Blountville, TN 37617

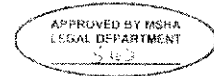
33. This Lease constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior leases or agreements, whether written or oral, with respect to the matters set forth herein, including earlier leases between Sullivan County, Tennessee and Mountain States Health Alliance, d/b/a Indian Path Medical Center, entered into in 2002 and 2004, and any amendments thereto, are cancelled and voided herewith and superseded by this Agreement. The parties mutually agree that all prior obligations, including financial obligations by Tenant, pursuant to the 2002 and 2004 leases and any amendments thereto previously executed by the parties are waived and forgiven.

34. No amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by duly authorized officers of each of the parties hereto.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed as of the day and year set forth below, but to be effective as of the day and year set forth above.

MOUNTAIN STATES HEALTH ALLIANCE

By: _____



SULLIVAN COUNTY, TENNESSEE

By: _____
Richard Venable, County Mayor

ATTEST:

Jeanie Gammon,
County Clerk

Kristinia Davis,
Sullivan County Purchasing Agent

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Richard S. Venable, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of Sullivan County, Tennessee, a political subdivision of the State of Tennessee, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Sullivan County, Tennessee, by himself as Mayor.

WITNESS my hand and official seal this ____ day of _____, 2018.

My commission expires:

Notary Public

STATE OF TENNESSEE:

COUNTY OF _____:

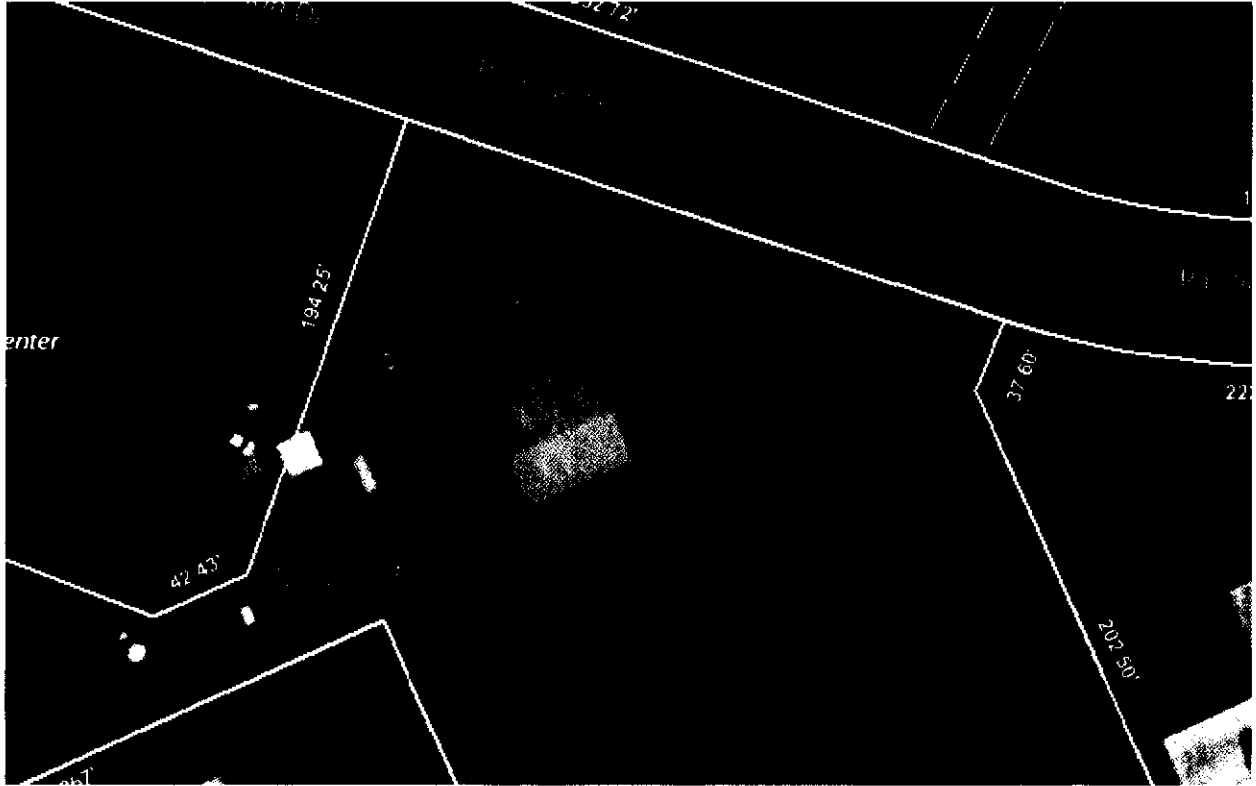
Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the _____ of Mountain States Health Alliance, the within named bargainer, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Mountain States Health Alliance, by himself as _____.

WITNESS my hand and official seal this ____ day of _____, 2018.

My commission expires:

Notary Public

Exhibit A



Sullivan County
Board of County Commissioners
238th Annual Session

Item 9
No. 2018-06-33

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to authorize the final payment of the United States Department of the Interior LiDAR project

WHEREAS, Sullivan County entered into a Joint Funding Agreement between the United States Department of the Interior's division of the U.S. Geological Survey office for the acquisition and processing of Lidar data, along with other cities and counties of northeast Tennessee; and

WHEREAS, Sullivan County Commission authorized the funding be placed with the Planning & Codes, division of GIS in the amount of \$40,672.00 in the fiscal year 2016-2017; and

WHEREAS, such project was delayed into the beginning of fiscal year 2017-2018 with final payment request made in September, 2017; and

WHEREAS, Sullivan County has received all Lidar data from the U.S. Geological Survey office as agreed upon and such data is currently managed by the Planning & Codes GIS division; and

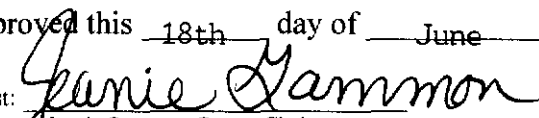
WHEREAS, the department is requesting authorization of the GIS budget, Account Code 51760 be amended to include the third and final payment of \$15,255.91.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners authorize the Accounts & Budgets Director to amend the GIS Account Code 51760 to reflect the final amount of the Lidar Project Invoice as previously budgeted in the FY 2016-2017 budget.

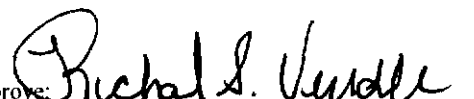
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 18th day of June 2018.

Attest:


Jeanie Gammon, County Clerk

Approve:


Richard S. Venable, County Mayor

Sponsored By: Commissioner Eddie Williams
Co-Sponsor(s): Commissioner John Gardner

Attachments: final payment; amendment to agreement

ACTIONS: Waiver of rules requested; Approved 23 Aye, 1 Absent

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

14 NEW BUSINESS Item #: 9 Sponsors: Williams/ Gardner Resolution No. 2018-06-33

Description

RESOLUTION to authorize the final payment of the United States Department of the Interior LiDAR project

Chairman

Venable, Richard

Total Vote Result

Voting start time 10:29:36 AM
Voting stop time 10:30:00 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

Group Voting Result

Group	Yes	Absent
No group	23	0
Total Results	23	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Boyd, Bryan ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()				
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
Williams, Eddie ()	X			

Sullivan County
Board of County Commissioners
238th Annual Session

Item 10
No. 2018-06-34

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to post “No Parking Anytime” signs on Stuffle Street (Woodwinds Addition) in the 10th Commission District

WHEREAS, Commissioners Bill Kilgore and Larry Crawford have been petitioned by the residents of the Woodwinds community concerned about multiple cars parked along the streets in this community and the dangers those cars impose to residents; and

WHEREAS, Commissioner Bill Kilgore requests “No Parking Anytime” signs be installed to help ensure residents in the Woodwinds Addition can safely ingress and egress their driveways along Stuffle Street; and

WHEREAS, the Sullivan County Highway Department has reviewed the request and approves the change.

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

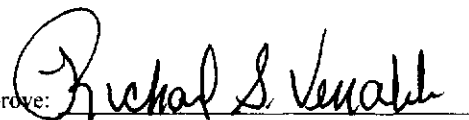
10th Commission District

Place “No Parking Anytime” signs on Stuffle Street

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.

Approved this 18th day of June 2018.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Bill Kilgore

Co-Sponsor(s): Commissioners Larry Crawford

ACTION: Approved 23 Aye, 1 Absent.

SULLIVAN COUNTY
HIGHWAY DEPARTMENT
P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

JIM BELGERI
HIGHWAY COMMISSIONER

PHONE (423) 279-2820
FAX (423) 279-2876

RESOLUTION REQUEST REVIEW

DATE: 6-12-2018

TO: Sullivan County Commission

REQUEST MADE BY: Bill Kilgore

SUBJECT: TO PLACE "NO PARKING ANYTIME"
ON STUFFLE ST.
(WOODWINDS ADDITION)

10th COMMISSIONER DISTRICT

LARRY CRAWFORD

APPROVED BY HIGHWAY DEPARTMENT

DENIED BY HIGHWAY DEPARTMENT

COMMENT:

Roger Coyle 6/12/2018
TRAFFIC COORDINATOR DATE

J. Belgeri 6/12/18
HIGHWAY COMMISSIONER DATE

February 2018

Mr. Bill Kilgore & Mr. Larry Crawford:

WOODWINDS SUB.

Sullivan County Commissioners

We, the residents of Woodwinds neighborhood on Stuffle St, have contacted our Sullivan County Sheriff's Department about the on the street parking on Stuffle St. & they told us to contact our county commissioners. We are requesting no parking signs to be placed on Stuffle Street in the Woodwinds neighborhood. It makes driving on Stuffle St difficult especially in bad weather. The parking on the street has proven to be a dangerous situation as there have been some near head on accidents. There is also a danger of someone walking out in front of a vehicle & not be seen by the oncoming cars. Some of these parked cars on the street also make it difficult to get in & out of driveways and are even blocking residents driveways. Those residents have had to go ask them to move in order to get out of their driveways & then have to ask them to move again in order to get vehicles back in their own driveways. This has been a daily problem for the past 2 years.

Thank you

Residents on Stuffle St

NAME	ADDRESS	PHONE
1. Lay Shufy	737 Stuffle St	423-306-1156
2. Janice Shufy	737 Stuffle St	423-306-1335
3. Gregory Paul Roberts	220 Tanner Ct	423-534-4342
4. Jimmy Robinson	220 Tanner Ct.	423-502-1509
5. Addie McWhirran	220 Tanner Ct	423-502-2420
6. John Cunningham	733 Stuffle St	423-946-5311
7. Jessica Quillen	733 Stuffle St	423-917-5858
8. Jessica Farmer	216 Tanner Ct.	423-956-8777
9. Cody Farmer	216 Tanner Ct.	423-552-5744
10. Richard Parker	212 Tanner Ct.	423-480-2829
11. Jeremy Harris	217 Tanner Ct	423-763-7934
12. Angela Harris	217 Tanner Ct.	423-763-9973

- | | | | |
|-----|------------------|--------------------------------|----------------|
| 13. | Rachel Brooks | 701 Stuffle | 423-914-0646 |
| 14. | Jason Brooks | 701 Stuffle st | 423-914-0646 |
| 15. | Ted Baroody | 808 Stuffle | 423-383-4873 |
| 16. | Anna Breeding | 401 Daniel Way | 423-335-1818 |
| 17. | Dan Breeding | 401 Daniel Way | 423-782-0910 |
| 18. | Jaylen Breeding | 401 Daniel Way | 423-817-8231 |
| 19. | Judmy Breeding | 401 Daniel Way | 423-782-0393 |
| 20. | Dail Siff | 812 Stuffle St | 423-288-8705 |
| 21. | Tracy | 813 Stuffle St | 423-534-9429 |
| 22. | Kris Edwards | 817 Stuffle St | 423-429-3313 |
| 23. | ANGELO PELLITRI | 820 Stuffle St | 423-765-1914 |
| 24. | Steve Hensley | 821 STUFFLE ST | 423-863-7300 |
| 25. | LEWIS HENSLEY | " | 423-863-7855 |
| 26. | Sherry Layne | 824 Stuffle St. | 423-360-8308 |
| 27. | Rob Layne | 824 Stuffle St. | 423-360-8313 |
| 28. | Melissa McClain | 832 Stuffle St. | 423-361-2753 |
| 29. | Charles McClain | 832 Stuffle St. | 423-561-2754 |
| 30. | Dave Wagner | 213 Tanner CT | 423-863-2830 |
| 31. | Sherry Wagers | 213 Tanner CT | 423-863-7657 |
| 32. | Harvey Page | 808 Tanner Ct. | 423-534-1910 |
| 33. | Josh Yates | 729 Stuffle St. | (423) 579-4677 |
| 34. | Brooke Yates | 729 Stuffle St. | (423) 579-3634 |
| 35. | LISA BROADWATER | 721 Stuffle St. | (423) 429-6434 |
| 36. | Eddie Broadwater | 721 Stuffle ST | (423) 288-2500 |
| 37. | Ken Breeding Jr. | 741 741 Stuffle St. | (423) 288-5224 |
| 38. | Heather Breeding | 741 Stuffle St. | 288-5224 |
| 39. | Scott Miller | 745 Stuffle St | 423-863-6396 |
| 40. | Judy Miller | 745 Stuffle St | 423-306-901 |

Sullivan County
Board of County Commissioners
238th Annual Session

Item 11
No. 2018-06-35

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION To Authorize the Sullivan County Purchasing Agent and County Mayor to enter an Agreement For Municipal Solid Waste Disposal Services with Eco-Safe Systems, LLC, a subsidiary of Advanced Disposal Services, Inc.

WHEREAS, it is necessary for the County to promote, preserve and protect the public health of its citizens; and

WHEREAS, the disposal of garbage, rubbish and other waste material generated within the area is a valid exercise of the County's authority; and

WHEREAS, the granting of an Agreement to a private corporation for the disposal of solid waste is a valid function of the County; and

WHEREAS, the County and Eco-Safe Systems, LLC are desirous of entering into an agreement, under the terms of which, Contractor shall dispose of Solid Waste received from the County; and

WHEREAS, the County and Eco-Safe Systems, LLC have agreed to the conditions, terms, rates, provisions and considerations under which Eco-Safe Systems, LLC shall perform such solid waste disposal services as herein set out, and for the compensation as hereinafter provided.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Purchasing Agent and County Mayor, hereafter referred to as "County" to enter an Agreement For Municipal Solid Waste Disposal Services with Eco-Safe Systems, LLC, a subsidiary of Advanced Disposal Services, Inc. hereafter referred to as "Contractor".

BE IT FURTHER RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, hereby approve the terms of the contract as set out below:

1. **Base Rates for Five (5) Year Term.** Contractor shall be paid by the County for disposal services provided hereunder an initial rate of \$19.34 per ton. Commencing on the twelve month anniversary date of this Agreement and every twelve months thereafter during the

Term, the rates shall be automatically increased by 100% of the change in the Consumer Price Index for All Urban Consumers: Water, Sewer and Trash Collection Services, which is published online at <https://www.bls.gov/news.release/cpi.t07.htm> by the United States Department of Labor, Bureau of Labor Statistics, however, the rate increase for each twelve-month period during the Term of this Agreement shall be capped at three percent (3%).

2. **Renewal Rates.** Upon the mutual agreement of the County and Contractor, the agreement may be renewed after the initial five-year term for successive five-year terms at rates to be negotiated by the parties at the time of renewal.
3. **Rate Adjustments.** The rates charged by Contractor shall be further adjusted to compensate Contractor for any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement ("Changes in Law"), including any changes in disposal fees due to such Changes in Law. In the event of a Change in Law Contractor shall determine the amount of rate adjustment required to compensate Contractor the additional, fully justifiable costs and shall notify the County of an appropriate rate adjustment.
4. **Term.** The term of this Agreement shall commence on the Effective Date and terminate July 31, 2023. Thereafter, this Agreement may be renewed for an additional term of five (5) years at such rates to be negotiated by the parties.
5. In addition the County and the Contractor will abide by all general terms and conditions of the contract.

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 _____, 2018.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Richard Venable, County Mayor

Sponsored By: Commissioner Eddie Williams
Prime Co-Sponsor(s): Commissioner Mark Vance

ACTIONS: Deferred 06/18/18;

Sullivan County
Board of County Commissioners
238th Annual Session

Item 12
No. 2018-06-36

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to Amend The 2017-2018 General Purpose School Budget by \$47,550 For Series 71100 Regular Instruction Program and 73400 Early Childhood Education

WHEREAS, the Sullivan County Department of Education has determined that certain funds will not be expended in Series 71100 Regular Instruction Program, and

WHEREAS, the Sullivan County Department of Education has determined that these funds are needed to cover additional costs for various expenses.

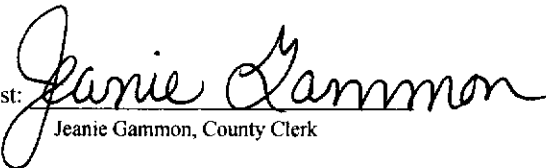
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes amending the General Purpose School Budget as follows:

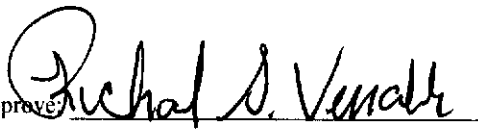
Account Number	Account Description	Amount
71100-116	Teachers	-47,550
73400-116	Teachers	10,650
73400-163	Educational Assistants	39,040
73400-189	Other Salaries & Wages	-28,000
73400-204	State Retirement	-5,362
73400-206	Life Insurance	-260
73400-207	Medical Insurance	6,780
73400-208	Dental Insurance	-170
73400-212	Employer Medicare	-550
73400-355	Travel	200
73400-429	Instructional Supplies	25,222

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.

Waiver of the Rules Requested

Approved this 18th day of June, 2018.

Attest: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Angie Stanley

Co-Sponsor(s): Sherry Grubb

ACTIONS: Approved 23 Aye, 1 Absent.

Sullivan County
Board of County Commissioners
238th Annual Session

Item 13
No. 2018-06-37

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to Submit the 2017-2018 SCORE Supplemental Funding Grant, Accept Funds, and Appropriate Funds

WHEREAS, the Sullivan County Department of Education has applied for and received Supplemental Funding from the SCORE Foundation specifically to fund a literacy program within the district; and

WHEREAS, the 2017-2018 grant amount is \$5,461.68 with no matching funds required.

WHEREAS, the funds remaining at year end from the 2016-2017 grant amounts are \$10,684.97.

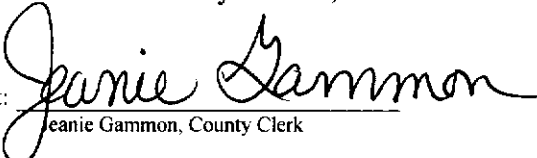
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$16,146.65), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

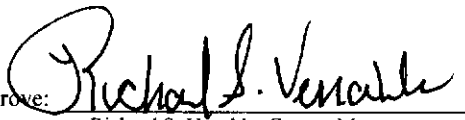
Account Number	Account Description	Amount
48990-726	Other Contributions	5,461.68
71100-140	Stipends	5,855.00
71100-198	Non-Certified Substitutes	4,065.00
71100-201	Social Security	645.65
71100-204	State Retirement	521.82
71100-212	Employer Medicare	143.11
71100-429	Instructional Materials	4,074.38
71100-524	Staff Development	841.69

Waiver of the Rules Requested

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.

Approved this 18th day of June, 2018.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Angie Stanley
Co-Sponsor(s): Sherry Grubb , Mack Harr

ACTIONS:
Approved 23 Aye, 1 Absent.

Sullivan County
Board of County Commissioners
238th Annual Session

Item 14

No. 2018-06-38

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to Provide 13 School Resource Officers to 13 Sullivan County School Department campuses

WHEREAS, the Sullivan County School Department desires to provide a School Resource Officer (SRO) to 13 School campuses that do not have an SRO by utilizing a sworn, POST certified Deputy Sheriff from the Sullivan County Sheriff's Office; and

WHEREAS, the Sullivan County School Board will appropriate 50% of the total estimated initial cost of \$1,287,000, or \$643,500, necessary to provide the additional 13 positions from the Sullivan County Sheriff's Office; and

WHEREAS, the Sullivan County Sheriff's Office will provide 13 sworn, POST certified Deputy Sheriffs to serve the Sullivan County School Department as School Resource Officers; and

WHEREAS, the Sullivan County Sheriff's Office budget will be increased to accommodate 13 additional deputy Sheriff staff positions at a total estimated initial cost of \$1,287,000 to replace the 13 Officers to be assigned to the Sullivan County School Department; and

WHEREAS, the Sullivan County School Department will reimburse Sullivan County for 50% of the cost of the 13 additional positions;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approve 13 additional Deputy Sheriff positions in the Sullivan County Sheriff's Office to serve as SRO positions to the Sullivan County School Department and appropriate the additional \$1,287,000 to the Sullivan County Sheriff's Office Budget. Expenditure Accounts and Amounts to be forwarded to Accounts and Budgets.

WAIVER OF RULES REQUESTED

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 _____ 2018.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, County Mayor

Sponsored by: Commissioner Angie Stanley

Prime Co-Sponsor(s): Commissioner Matthew Johnson, Harr, Herron, Cole, Grubb,

ACTIONS: Harkleroad, Hare, C. Russell, B. Russell

Deferred 06/18/18;

		<u>13 SRO Officers</u>	
	Est Avg Hrly Rate for an SRO >>>	\$ 16.45	
	Annual Salary - 1 SRO	\$ 34,216.00	
	Overtime - 80 hrs @ Reg Rate annually	\$ 1,316.00	
	Benefits - 44% est. (Health, Dental, Retirement, Life, FICA, SUTA)	\$ 15,634.00	
1.	Total Salary/Benefits-Rounded	<u>\$ 51,200.00</u>	RECURRING COST
	Fuel/Maintenance	\$ 2,400.00	
	Phone	\$ 480.00	
2.	Totals	<u>\$ 2,880.00</u>	RECURRING COST
	Vehicle	\$ 27,000.00	
	Eqpt. - Radio, Cage, Lights	\$ 7,526.00	
	Mobile Radio	\$ 4,303.00	
3.	Totals	<u>\$ 38,829.00</u>	ONE TIME COST
	Training Academy @ Blount Co & Meals	\$ 2,810.00	
	Uniform/Body Armor/Carrier	\$ 2,000.00	
	Firearms/Holsters	\$ 1,275.00	
4.	Totals	<u>\$ 6,085.00</u>	ONE TIME COST
5.	ESTIMATED Officer Cost - 1st Yr	<u>\$ 99,000.00</u>	
6.	ESTIMATED Cost for 13 SRO's <Rounded>	<u>\$ 1,287,000.00</u>	
7.	ESTIMATED Recurring Cost <Rounded>	<u>\$ 703,000.00</u>	

Current SROs:

Carolyn Gudger
John Yost
Steven Hinkle
Brad Lawson

Sullivan County
Board of County Commissioners
238th Annual Session

Item 15
No. 2018-06-39

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION TO AUTHORIZE THE PURCHASE OF A PARCEL OF LAND AND EXISTING BUILDING STRUCTURE TO RELOCATE E.M.S. STATION #4

WHEREAS, E.M.S. Station #4 currently located at BAE Systems on South Wilcox Drive has outgrown its current facility due be unable to house equipment during inclement weather because of inadequate space within the existing structure; and

WHEREAS, additionally, the terms of the lease do not allow for expanding the current facility; and

WHEREAS, a suitable parcel of land with an existing building structure has been located at 1010 Wilcox Court, Kingsport, Tennessee; and

WHEREAS, the parcel is valued at \$308,000 as appraised on February 9, 2018 by F.J. Brownell, III, SRA.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby appropriates funds and authorizes County Mayor Richard S. Venable and Kristina Davis, Sullivan County Purchasing Agent to enter a contract of no more than \$290,000.00 for the purchase of the .93 +/- acres of land along with the existing building structure located at 1010 Wilcox Court to relocate E.M.S. Station #4 enabling ambulance services to continue serving the community in this area.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby appropriates funds and authorizes County Mayor Richard S. Venable and Kristina Davis, Sullivan County Purchasing Agent to enter into contracts to renovate the current building structure located on said property for an amount of no more than \$100,000.00.

BE IT FURTHER RESOLVED that the Sullivan County Mayor and Purchasing Agent are authorized to execute all documents dealing with the purchase and renovation of said property. Account codes to be assigned by the Director of Accounts & Budgets.

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 18th day of June, 2018.

Attest: Jeanie Gammon Approve: Richard S. Venable
Jeanie Gammon, County Clerk Richard Venable, County Mayor

Sponsored By: Commissioner Eddie Williams

Prime Co-Sponsor(s): Commissioner Mark Bowery , M Vance, B Kilgore, L Crawford

ACTIONS: Waiver of rules requested; Approved 23 Aye, 1 Absent.

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

17 NEW BUSINESS Item #: 15 Sponsors: Williams/ Bowery Resolution No. 2018-06-39

Description

RESOLUTION TO AUTHORIZE THE PURCHASE OF A PARCEL OF LAND AND EXISTING BUILDING STRUCTURE TO RELOCATE E.M.S. STATION #4

Chairman

Venable, Richard

Total Vote Result

Voting start time 10:39:15 AM
Voting stop time 10:39:36 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

Group Voting Result

Group	Yes	Absent
No group	23	1
Total Results	23	1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Boyd, Bryan ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()				
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
Williams, Eddie ()	X			

Sullivan County
Board of County Commissioners
238th Annual Session

Item 16
No. 2018-06-40

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION to allow the construction of a privately-funded driveway apron on County Right-of-Way (ROW)

WHEREAS, Mr. Jeremiah Hein is owner of a Tri-County Industrial Park lot, Lot 2A, part of Tax Map 125 Parcel 004.10, Piney Flats, in Sullivan County, and

WHEREAS, Mr. Hein plans improvements to his property to include driveway improvements and a turning area to avoid infringing on travelled ROW, and

WHEREAS, Mr. Hein has provided a Site Plan for this construction prepared by Iron Mountain Survey Company;

NOW THEREFORE BE IT RESOLVED that occupancy of the County ROW by said driveway apron is approved until such time as its removal is deemed necessary by this Legislative Body for any reason whatsoever. Be it further resolved that the Sullivan County Highway Department observe the construction of the apron to ensure that it complies in all material respects to the site plan submitted.

This Resolution shall take effect from and after its passage.

All resolutions in conflict herewith shall be and the same are hereby rescinded insofar as such conflict exists.

Approved this 18th day of June 2018.

Attested: *Janie Gammon* Approved: *Richard S. Venable*
Janie Gammon, County Clerk Richard S. Venable, Chairman, County Commission

Introduced By: Commissioner Andy Hare

Seconded By: Commissioner Sherry Grubb

ACTIONS: Waiver of rules requested; Approved 22 Aye, 2 Absent.

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

18 NEW BUSINESS

Item #: 16
Sponsors: Hare/ Grubb
Resolution No. 2018-06-40

Description

RESOLUTION to allow the construction of a privately-funded driveway apron on County Right-of-Way (ROW)

Chairman

Venable, Richard

Total Vote Result

Voting start time 10:40:50 AM
Voting stop time 10:41:19 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	22
Abstain	0
No	0
Total Present	22
Absent	2

Group Voting Result

Group	Yes	Absent
No group	22	02
Total Results	22	02

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Boyd, Bryan ()	X			
Callon, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()				
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()				
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

Name	Yes	Abstain	No	Absent
Williams, Eddie ()	X			

Sullivan County
Board of County Commissioners
238th Annual Session

Item 17
No. 2018-06-41

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of June, 2018.

RESOLUTION To Amend the 2017-18 FY budget for various funds as to year-end close outs

WHEREAS, as in most fiscal-year end budget activities there are a number of housekeeping amendments necessary to keep accounts within the appropriation figures.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session amends the 2017-18 FY budget as follows:

General Fund: County Commission Contracted Services \$18,000
Trustee's Commission \$53,000
Interest on Tax Anticipation Note \$11,213
Pauper Burial \$5,000
Court Ordered Mental Health Evaluation \$13,500
Circuit Court Clerk – Contracted Services & Supplies \$19,460
Revenue Account for Trustee Commission \$130,000
Revenue Circuit Court Clerk Data Fees \$19,460

General Debt Service Fund: Trustee's Commission \$56,000
Interest on Tax Anticipation Note \$10,500

Other Debt Service Fund: Trustee's Commission \$7,000
Capital Renovation Fund: Trustee's Commission \$73,000


Park Fund: Payroll & Benefits \$35,000

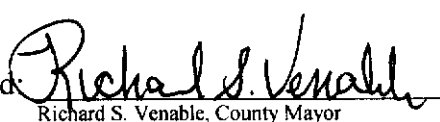
Account Codes to be assigned by the Director of Accounts & Budgets.

WAIVER OF THE RULES REQUESTED

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

Duly passed and approved this 18th day of June 2018.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Eddie Williams

Prime Co-Sponsor(s): Commissioners Mark Bowery

ACTIONS: Approved 21 Aye, 1 Pass, 2 Absent

Agenda subject voting report

Meeting Name

Sullivan County Commission June 2018

6/18/2018

101 NEW BUSINESS

Item#: 17
Sponsors: Williams/Bowery
Resolution No. 2018-06-41

Description RESOLUTION To Amend the 2017-2018 FY budget for various funds as to year-end close outs.

Chairman Venable, Richard

Total Vote Result

Voting start time 10:43:47 AM
Voting stop time 10:44:04 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	21
Abstain	1
No	0
Total Present	22
Absent	2

Group Voting Result

Group	Yes	Abstain	Absent
No group	21	1	0
Total Results	21	1	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Boyd, Bryan ()	X			
Calton, Darlene ()	X			
Cole, Michael ()		X		
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()	X			
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()				
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()				
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
Williams, Eddie ()	X			

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Sullivan County Tennessee
 Address: 3411 Highway 126, Suite 206
Blountville, Tennessee 37617
 Debt Issue Name: Sullivan County Chancery Court Computer Equipment Lease
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 21,067.07
 Premium/Discount: \$ _____

3. Interest Cost: 6.5000 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>Computer equipment for Chancery Court office</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 05/24/2018 Issue/Closing Date: 05/24/2018

REPORT ON DEBT OBLIGATION

[Pursuant to Tennessee Code Annotated Section 9-21-151]

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$ 1,482.90	6.5000 %		\$	%
2019	\$ 5,931.60	6.5000 %		\$	%
2020	\$ 5,931.60	6.5000 %		\$	%
2021	\$ 5,931.60	6.5000 %		\$	%
2022	\$ 4,448.70	6.5000 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Base point %)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached _____

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 03/16/2015

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 06/18/2018 and presented at public meeting held on 06/18/2018

Copy to Director to OSLF: on 06/18/2018 either by:

Mail to: _____ OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Richard S. Venable</u>	<u>Larry G. Bailey</u>
Title	<u>County Mayor</u>	<u>Director of Finance</u>
Firm	<u>Sullivan County Tennessee</u>	<u>Sullivan County Tennessee</u>
Email	<u>rvenable@sullivancountyttn.gov</u>	<u>larry.bailey@sullivancountyttn.gov</u>
Date	<u>06/18/2018</u>	<u>06/18/2018</u>

REPORT ON AUDIT COMMITTEE MEETING

JUNE 18, 2018

Audit Committee held a meeting after the Commission meeting on May 21, 2018.

The purpose of the meeting was to go over the 2017 CAFR and the current status of the upcoming 2018 fiscal year audit.

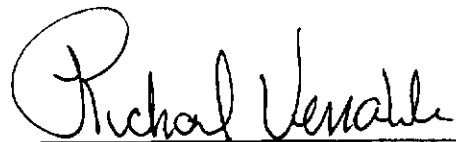
Representing Audit Committee: Eddie Williams, Cheryl Russell, Terry Harkleroad and John Osborne was in attendance representing the Times-News.

Provided the Committee members with a copy of the Audit Findings along with Management response and action plan to correct deficiency. The Chairman reviewed and explained the findings with the members. The Committee was advised that steps were in place to make sure that the grant reimbursements were in place to assure timely receipt after the close of the fiscal year.

L. Bailey advised the Committee that the 2018 FY audit has been started by the Comptroller's Office. Preliminary audit work has been started for most if not all departments.

Minutes by: Larry Bailey

**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. BOWERY TO MEET AGAIN IN REGULAR
SESSION JULY 16, 2018.**

A handwritten signature in cursive script that reads "Richard Venable". The signature is written in black ink and is positioned above a horizontal line.

RICHARD VENABLE

COMMISSION CHAIRMAN