COUNTY COMMISSION-REGULAR SESSION

MARCH 21, 2019

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, MARCH 21, 2019, 6:00 P.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN, TERESA JACOBS, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Chairman Richard Venable. Sheriff Jeff Cassidy opened the commission and Comm. Crawford gave the invocation. The pledge to the flag was led by Sheriff Jeff Cassidy.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

DAVID AKARD, III	MARK A. HUTTON
JUDY BLAYLOCK	SAM JONES
TODD BROUGHTON	DWIGHT D. KING
DARLENE CALTON	TONY LEONARD
MICHAEL B. COLE	HUNTER MICHAEL LOCKE
LARRY CRAWFORD	RANDY C. MORRELL
ANDREW K. CROSS	PATRICK W. SHULL
JOYCE NEAL CROSSWHITE	ANGIE STANLEY
JOHN GARDNER	ALICIA D. STARNES
COLETTE GEORGE	
HERSHEL GLOVER	MARK A. VANCE
TERRY L. HARKLEROAD	DOUG WOODS
	· · · · · · · · · · · · · · · · · · ·

23 PRESENT 1 ABSENT

The following pages indicate 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. Woods and seconded by Comm. Crawford to approve the minutes of the February 21, 2019 Regular Session of County Commission. Said motion was approved by voice vote.

Agenda subject voting report

Meetin	g Name	Sullivan County Commision March 2019	3/21/2019
2	Roll Call by Teresa Attendance Roll Call	Jacobs, County Clerk	
Descr	iption		
Chairr	nan	Venable, Richard	
Total	Vote Result		
Voting	; start time	6:03:42 PM	
Voting	g stop time	6:04:07 PM	
Voting	Configuration	Roll Call - Attendances	
Voting	j mode	Open	
Vote F	Result		
Prese	nt	22 23	
Total	Present	22	
Total	Seats	24	
Absen	it	ZI	

Group Voting Result

Group		Yes	Absent
No group		22	0
	Total Results	22	<u>ا گر</u>
		23	-

Individual Voting Result

Name	Yes	Absent
Akard, David ()	X	
Blalock, Judy ()	X	
Broughton, Todd ()	X	
Calton, Darlene ()	X	
Cole, Michael ()	X	
Crawford, Larry ()	X	
Cross, Andrew ()	X	
Crosswhite, Joyce ()	X	
Gardner, John ()	X	
George, Colette ()	X	
Glover, Hershel ()	X	
Harkleroad, Terry ()	X	
Hutton, Mark ()	X	
Jones, Sam ()	X	
King, Dwight ()	X	
Leonard, Tony ()	X	
Locke, Hunter ()	X	
Morrell, Randy ()	X	
Shull, Patrick ()	X	
Stanley, Angie ()	X	
Starnes, Alicia ()	X	
Stidham, Gary ()		
Vance, Mark ()	X	
Woods, Doug ()	X	



Item 2 No. 2019-02-10

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2019.

RESOLUTION TO CONTINUE FUNDING FOR NEW FIRE TRUCKS AND NEW RESCUE TRUCKS FOR THE AGENCIES ESTABLISHED IN SULLIVAN COUNTY WITHIN THE LISTED 12 YEAR PERIOD

WHEREAS, the Sullivan County Board of Commissioners approved in 1996-1997 a plan to assist in the Purchase of new Pumper Fire Trucks for the county and city fire departments and new Rescue Trucks for the county rescue squads on a rotating basis among them; and

WHEREAS, it is the current intent of the plan to ensure replacement of the Fire Trucks and Rescue Trucks on a regular scheduled replacement program as listed below; and

WHEREAS, to ensure that the intent of the program is to assure quality vehicles for these listed departments through the next 24 years is appropriated to reestablish the policy; and

WHEREAS, all the departments will be responsible for providing full-coverage insurance on the unit while in their possession; and

WHEREAS, all the departments will agree the truck purchased under this program, shall show Sullivan Co. Gov't as first lien holder with the Purchasing Office holding the title until near the end of the period when said vehicle will be eligible to be released for sale or trade for its replacement;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, TN., assembled in Regular Session, approve the funding of trucks for the Fire Departments and Rescue Squads over the next 12 years as follows:

	<u>FIRE</u>	<u>RESCUE</u>	<u>F/Y</u>
1)	421 Emergency Service, Inc.	Blountville Emergency Response	2016-17
2)	Piney Flats Vol Fire Dept.	Bluff City Rescue Squad	2017-18
3)	Avoca Vol Fire Dept.	Holston Valley Rescue	2018-19
4)	Bluff City Vol Fire Dept.	Kingsport Life Saving Crew	2019-20
5)	Hickory Tree Vol Dept.	*(1/2 Funds 19-20, ½ 20-21)	2020-21
6)	City of Bristol Fire Dept.	NO RESCUE	2021-22
7)	Sullivan Co Vol Fire Dept.	Bloomingdale VFD	2022-23

8)	Sullivan West Vol Fire Dept.	Warriors Path VFD	2023-24
9)	Bloomingdale Vol Fire Dept.	Sullivan West VFD	2024-25
10)	East Vol Fire Dept.	NO RESCUE	2025-26
11)	Warriors Vol Fire Dept.	NO RESCUE	2026-27
12)	City of Kingsport Fire Dept.	NO RESCUE	2027-28

*PER ORIGIONAL RESOLUTION, KINGSPORT LIFE SAVING CREW IS TO BE FUNDED AT A LEVEL COMPARABLE TO THE FIRE TRUCK ROTATION FOR THAT YEAR.

BE IT FURTHER RESOLVED that an agreement be executed by all departments prior to any funds being distributed including funds from this resolution and the specific funds for the truck will not be available prior to February 1 of each fiscal year.

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 _____ 2019.

Approve: ______ Richard S. Venable, County Mayor

Sponsored By: Commissioner Hunter Locke Co-Sponsor(s): Commissioner John Gardner

2019-02-10 ACTIONS: Others that vote in the affirmative to be added as co-sponsors; Executive approved unanimously 2/12/19; Administrative approved unanimously 2/12/19; Executive – took no further action 3/12/19; Withdrawn by Sponsor 03/21/19



Item 3 No. 2019-02-11

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2019.

RESOLUTION to have the Mayor of Sullivan County Obtain Proposals and Price Quotes for a Formal Study of County Employee Staffing and Compensation (excluding Judicial Branch and School Department)

WHEREAS, the most recent employee compensation study was performed in 2006 and is no longer relevant to current situations; and

WHEREAS, the staffing of Sullivan County departments (number of employees) has evolved over time without consideration of a more formal means of analyzing mission requirements and determining the appropriate number of employees; and

WHEREAS, employee compensation costs comprise approximately eighty percent (80%) of the Annual Sullivan County Budget, and the most solemn and important duty of the Sullivan County Commission is to develop a budget and an appropriate tax rate to support said budget.

NOW THEREFORE BE IT RESOLVED that the County Commission hereby authorizes the County Mayor, with any assistance from the Purchasing Agent and Sullivan County staff that he may require, to 1) identify appropriate businesses, professionals, etc., capable of performing a formal study of Sullivan County employee staffing and compensation, 2) ascertain cost, time requirements, and other pertinent information relevant to performing said study, and 3) report back to the County Commission within ninety (90) days of the passage of this Resolution with findings and recommendations pertaining to this study and the selection of a specific firm to perform the study.

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 _____ day of ______, 2019.

_ Approved: _

Richard S. Venable, Chairman, County Commission

Introduced By: Commissioner Pat Shull

Seconded By: Commissioner(s) Todd Broughton, Gary Stidham

2019-02-11 ACTIONS: Executive – motion to take no action - unanimous 2/12/19; Administrative approved unanimously 2/12/19; 1st Reading 02/21/19; Failed 03/21/19 - 6 Aye, 16 Nay, 2 Absent

5	OLD BUSINESS Item # 3 Sponsors: Shi	ull/ Broughton Resolution No. 2019-02-11
D	escription	
		RESOLUTION to have the Mayor of Sullivan County Obtain Proposals and Price Quotes for a Formal Study of County Employee Staffing and Compensation (excluding Judicial Branch and School Department
С	hairman	Venable, Richard

Sullivan County Commision March 2019

Total Vote Result	
Voting start time	7:26:33 PM
Voting stop time	7:26:55 PM
Voting Configuration	Vote
Voting mode	Open
Vote Result	

Yes	6
Abstain	0
No	16
Total Present	22
Absent	2

Group Voting Result

Group	14.4			Yes	No	Absent
No group				6	16	0
			Total Results		16	ø2

Individual Voting Result

Name	Yes	Abstain	No	Absent
Akard, David ()			Х	
Blalock, Judy ()			Х	
Broughton, Todd ()	X			
Calton, Darlene ()			Х	
Cole, Michael ()			Х	
Crawford, Larry ()	-		_X	
Cross, Andrew ()			Х	
Crosswhite, Joyce ()			Х	
Gardner, John ()			Х	
George, Colette ()			Х	
Glover, Hershel ()			Х	
Harkleroad, Terry ()			Х	
Hutton, Mark ()	Х			
Jones, Sam ()	Х			
King, Dwight ()			Х	
Leonard, Tony ()			Х	
Locke, Hunter ()	Х			
Morrell, Randy ()			X	
Shull, Patrick ()	Х			
Stanley, Angie ()				
Stames, Alicia ()	Х			
Stidham, Gary ()				
Vance, Mark ()			X	
Woods, Doug ()			X	

Printed: 3/21/2019 7:26:55 PM

Meeting Name

Descri



Item 4 No. 2019-02-23 AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2019.

RESOLUTION TO AUTHORIZE THE COUNTY MAYOR AND PURCHASING AGENT TO DEVELOP A "REQUEST FOR QUALIFICATIONS" TO RETAIN A PROJECT MANAGER CONSULTANT TO OVERSEE THE SULLIVAN COUNTY JAIL PROJECT

WHEREAS, the main structure of the Sullivan County Jail facility was constructed in 1986 with an 150 bed expansion being added in 1999 and another jail extension (separate building) added in 2005 due to the ever increasing inmate populations; and

WHEREAS, according to experts within the detention system, jail capacity reaches its limit at approximately 90% of its bed space; however, the Sullivan County Jail over the last five years has averaged a daily population at 125% of its total bed space capacity; and,

WHEREAS, Sullivan County has selected the firm of Michael Brady Inc. to assess the needs of the current jail for either renovation, expansion or new construction; and,

WHEREAS, Sullivan County is therefore in need of a Project Manager Consultant to manage and administer the Project on behalf of Sullivan County in accordance with architectural standards and Tennessee Corrections Institute guidelines; to coordinate site evaluations and environmental assessments; to propose a project budget upon review of recommendations; to walk the site and perform construction observation on a regular basis; and to provide various other services as needed throughout the project's completion.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the County Mayor and Purchasing Agent to develop a "Request for Qualifications" to retain professional services for the retention of a Project Manager Consultant to oversee the Sullivan County Jail Project and to contract with said Project Manager Consultant based on their qualifications and experience.

BE IT FURTHER RESOLVED that upon selection of the company to provide said professional services, consideration of funding will be presented to the county legislative body.

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 ______, 2019.

Approve: ______ Richard S. Venable, County Mayor

Sponsored By: Commissioner Mark Vance, Co-Sponsor(s): Commissioner John Gardner 2019-02-23 ACTIONS: 1ST Reading 02/21/19; Executive – motion to take no action 3/12/19; Withdrawn by Sponsor 03/21/19

Resolutionies 86 1234 Consert. aprela ڊر ۵ Are Nav $M_{\rm Hy} \left[\Delta_{\rm com} \right]$.a. 4.e Ъ. - 1 - <u>-</u> Nationalys nav i Y Ń A A A A A A N 23 aye 6age 23 aye 16 May 2 ausent alisont

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Sullivan County Board of County Commissioners 239th Annual Session

Item 5 No. 2019-03-24

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2019.

RESOLUTION to Accept and Appropriate Funds from the State of Tennessee for a Grant Beginning FY2020 for the position of a Domestic Violence Victim Coordinator in General Sessions Court

WHEREAS, Sullivan County will receive grant funds in an amount of \$195,000 over a thirty-six (36) month period available through the State of Tennessee; and

WHEREAS, said grant contract will be effective on July 1, 2019 and extend for a period of thirty-six (36) months after the effective date. Said grant ending June 30, 2022; and

WHEREAS, said grantee will agree to participate in said grant project; however, the grantee match will be met by in-kind and/or indirect cash match by the District Attorney General's Office; and

WHEREAS, the Victim Coordinator will be paid a full salary and benefits from the grant funds and will be classified as a Sullivan County employee.

NOW THEREFORE LET IT BE RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves accepting and appropriating funds for a grant in an amount of \$195,000 divided over a thirty-six (36) month period available through the state of Tennessee to be used for the position of a Domestic Violence Victim Coordinator in General Sessions Court.

BE IT RESOLVED that any personnel position(s) funded through this grant are contingent on this grant being continued.

BE IT FURTHER RESOLVED that the Sullivan County Mayor is authorized to execute the grant contract and all other documents that are required to receive, implement, and request reimbursements in relation to this grant project. Account Codes to be assigned by the Director of Accounts and 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.

Approved this 21st day of March, 2019.

Teresa Jacobs, County Clerk

Sponsored By: Commissioner Tony Leonard

Richard S. Venable, County Mayor

Co-Sponsor(s): Commissioner Hershel Glover/ Michael Cole 2019-03-24 ACTIONS: Executive – motion to approve passed unanimously 3/14/19; Waiver of rules requested, Approved 03/21/19 - 23 Aye, 1 Absent

	hable, Richard				
Total Vote Result					
	0:34 PM				
_	i1:00 PM				
Voting Configuration Vo					
Voting mode Op	en				
Vote Result					
Yes	23				
Abstain	0				
No	0				
Total Present	23				
Absent					
Group Voting Result					
Group		Yes	Absent		
No group	····	23	0		
	Total Results	23	1 3.		
ndividual Voting Result					
Name		Yes	Abstain	No	Absent
Akard, David ()		X			
Blalock, Judy ()		Х			
Broughton, Todd ()		X	<u> </u>		
Calton, Darlene ()		<u> </u>			
Cole, Michael ()		Х	ļ		
Crawford, Larry ()		Х			1
Cross, Andrew ()			++		
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Crosswhite, Joyce ()		X			
Gardner, John ()		X X			
Gardner, John () George, Colette ()		X X X			
Gardner, John () George, Colette () Glover, Hershel ()		X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry ()		X X X X X			
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Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam ()		X X X X X X X		50.4/4 m	
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight ()		X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony ()		X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter ()		X X X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter () Morrell, Randy ()		X X X X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter () Morrell, Randy () Shull, Patrick ()		X X X X X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter () Morrell, Randy () Shull, Patrick () Stanley, Angie ()		X X X X X X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter () Morrell, Randy () Shull, Patrick () Stanley, Angie () Starnes, Alicia ()		X X X X X X X X X X X X X			
Gardner, John () George, Colette () Glover, Hershel () Harkleroad, Terry () Hutton, Mark () Jones, Sam () King, Dwight () Leonard, Tony () Locke, Hunter () Morrell, Randy () Shull, Patrick () Stanley, Angie ()		X X X X X X X X X X X X X X			

Agenda subject voting report

Sullivan County Commision March 2019

Venable, Richard

7 NEW BUSINESS Item # 5 Sponsors: Leonard/ Glover Resolution No. 2019-03-24

Description

Chairman

Meeting Name

RESOLUTION to Accept and Appropriate Funds from the State of Tennessee for a Grant Beginning FY2020 for the position of a Domestic Violence Victim Coordinator in General Sessions Court

Printed:	3/21/2019 7:51	1:01 PM

Sullivan County Board of County Commissioners 239th Annual Session

Item 6 No. 2019-03-25

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2019.

RESOLUTION TO Authorize the Purchasing Agent to Enter Into A Lease for a Postage Mailing Machine For The Sullivan County Mail Service Department.

WHEREAS, the current mailing machine has many mechanical issues and the maintenance has been subpar. Therefore, the Purchasing Agent has sought to resolve the issues by replacing the existing machine; and

WHEREAS, Advanced Mailing Systems has provided the Purchasing Department with a proposal for both a cost-savings and better functioning machine with the issuance of a new mailing machine lease, and

WHEREAS, the Sullivan County Mail Service Department is entering into a lease for a new postal mailing machine at a rate of \$470.14 per month for sixty (60) months.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Purchasing Agent acting on behalf of the Sullivan County Mail Service Department, to execute a lease of a postal mailing machine not to exceed \$470.14 monthly over a sixty (60) month period with Advanced Mailing Systems.

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 21st day of March, 2019.

Sponsored By: Commissioner Terry Harkleroad Co-Sponsor(s): Commissioner Todd Broughton, Dalton Calton 2019-03-25 ACTIONS: Executive – motion to approve passed unanimously 3/1

2019-03-25 ACTIONS: Executive – motion to approve passed unanimously 3/14/19; Approved on consent 03/21/19, 23 Aye, 1 Absent

Sullivan County Board of County Commissioners 239th Annual Session

Item 7 No. 2019-03-26 AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2019.

RESOLUTION TO AMEND THE 2018-2019 HIGHWAY FUND BUDGET TO CORRECT AND UPDATE APPROPRIATIONS

WHEREAS, it is necessary to update the appropriation for the Highway Fund to better reflect the actual cost of operations for the 2018-2019 Fiscal Year.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on this date update the Highway Fund appropriations by reducing Traffic Control 63600-409 by \$94,000 and increasing Operation & Maintenance of Equipment 63100-400 by \$64,000 and increasing Highway & Bridge Maintenance 62000-300 by \$30,000. by reducing Traffic Control 63600-400 by \$ 94,000.00 and 68000-600 by \$62,025.00 and increasing Operations & Maintenance of Equipment 63100-400 by \$ 96,025.00 and by increasing Highway and Bridge Maintenance 62000-300 Contracted Services by \$45,000.00 and Administration 61000-300 Contracted Services by 15,000.00.

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 21st day of March, 2019.

Attest: Attest: Teresa Jacobs, County Clerk

Sponsored By: Commissioner Terry Harkleroad Co-Sponsor(s): Commissioner Dwight King

Executive - motion to approve passed unanimously 3/14/19; Waiver of rules 2019-03-26 ACTIONS: requested, Approved 03-21-19, 23 Aye, 1 Absent

Group	Yes	Absent		
No group	23	0		
Total Results	23	97 l		
ndividual Voting Result				
Name	Yes	Abstain	No	Absent
Akard, David ()	<u>X</u>	<u> </u>		· · · · ·
Blalock, Judy ()	<u> </u>			
Broughton, Todd ()	X			
Calton, Darlene ()	Х			
Cole, Michael ()	Х			<u> </u>
Crawford, Larry ()	X			<u></u>
Cross, Andrew ()	X			
Crosswhite, Joyce ()	<u> </u>			
Gardner, John ()	<u>X</u>			
George, Colette ()	<u> </u>	•••••		
Glover, Hershel ()	X			<u> </u>
Harkleroad, Terry ()	X			
Hutton, Mark ()	<u>X</u>	+		+
Jones, Sam () King Dwinkt ()	<u> </u>	├ ───┼		+
King, Dwight ()	X	_		+
Leonard, Tony ()	<u> </u>	·		+
Locke, Hunter () Morrell, Randy ()	<u> </u>	<u> </u>		
Shull, Patrick ()	<u> </u>			+
Stanley, Angie ()	<u>x</u>	<u>+</u>		
Starnes, Alicia ()	X	·····		
Stidham, Gary ()	^			+
Vance, Mark ()	x			
Woods, Doug ()	 	 +		<u>+</u>

Yes 23 Abstain 0 No 0 Total Present 22

NEW BUSINESS Item # 7 Sponsors: Harkleroad/ King Resolution No. 2019-03-26

Description

Chairman

9

Meeting Name

RESOLUTION TO AMEND THE 2018-2019 HIGHWAY FUND BUDGET TO CORRECT AND UPDATE APPROPRIATIONS

Agenda subject voting report

Sullivan County Commision March 2019

Venable, Richard

7:59:08 PM

7:59:54 PM

Vote

Open

3/21/2019

Total Vote Result

Voting start time

Voting stop time

Voting mode

Vote Result

Voting Configuration



Item 8 No. 2019-03-27

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2019.

RESOLUTION FOR BOARD OF COMMISSIONERS TO require the Sullivan County Industrial Development Board to submit for approval any agreement with any of the corporation's lessees providing for the acceptance or waiver of payments in lieu of taxes.

WHEREAS, Tenn. Code Ann. §§ 7-53-101 through 7-53-311 provides for the establishment and guidance of economic development at the city and county level under the authority of industrial development corporations (e.g. Industrial Development Boards); and

WHEREAS, in October 1968 Sullivan County Industrial Development Board (IDB) was granted a Certificate of Incorporation by the State of Tennessee;

WHEREAS, T.C.A. § 7-53-305 allows an industrial development corporation (e.g. IDB) and all properties owned by the IDB, and the income and revenues therefrom, and all bonds issued by it, and the income therefrom, to be exempt from all taxation in the state of Tennessee; and

WHEREAS, Pursuant to T.C.A. § 7-53-305, Industrial development corporations (IDB) are also authorized to enter into payment in lieu of tax (PILOT) agreements; and

WHEREAS, Tenn. Code Ann. §7-53-305 (b) (1) (A) states, "The corporation has the authority to negotiate, accept, or waive from any of the corporation's lessees payments in lieu of taxes only upon receipt of a formal delegation of such authority from the municipality or municipalities that formed the corporation. Any such authorization shall be granted only upon a finding by the municipality or municipalities that the payments or waiver of the payments are deemed to be in furtherance of the corporation's public purposes. The legislative body of the municipality or municipalities making the delegation may require the corporation to submit for approval any agreement with any of the corporation's lessees providing for the acceptance or waiver of payments in lieu of taxes."

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, Pursuant Tenn. Code Ann. §7-53-305 (b) (1) (A), do hereby require the Sullivan County Industrial Development Board to submit for approval any agreement with any of the corporation's lessees providing for the acceptance or waiver of payments in lieu of taxes.

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 _____ day of _____, 2019.

Approve: ________ Richard S. Venable, County Mayor

.

Sponsored By: Commissioner Mark A. Hutton Co-Sponsor(s): Commissioner(s) David Akard; Gary Stidham; Angie Stanley; Hershel Glover; Terry Harkleroad; Joyce Crosswhite

2019-03-27 ACTIONS: Executive - motion to approve passed unanimously 3/14/19; 1st Reading 03/21/19

Sullivan County Board of County Commissioners 239th Annual Session

> Item 9 No. 2019-03-28 AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day March, 2019.

RESOLUTION REQUESTING THE STATE OF TENNESSEE NAME THE BRIDGE OVER REEDY CREEK BESIDE 3607 3733 EAST STONE DRIVE BE DESIGNATED THE SGT. STEVE HINKLE MEMORIAL BRIDGE

WHEREAS, on Saturday February 23, 2019, Office Steve Hinkle along with other deputies of the Sullivan County Sheriff's Office responded to a welfare check at the home of Jackie Scott Pendergrass on Highway 11 West near the intersection of Highway 394; and,

WHEREAS, shortly after arrival, Pendergrass fired on deputies and struck Office Hinkle inflicting life threatening injuries; and

WHEREAS, Officer Hinkle was transported to the Bristol Regional Medical Center in critical condition and passed away Tuesday, February 26, 2019 from the injuries sustained during Saturday's altercation with Pendergrass; and

WHEREAS, Officer Hinkle was a life-long resident of Sullivan County and was a twenty-seven year veteran of the Sullivan County Sheriff's Office; he served for five years as a Reserve Deputy prior to gaining full-time employment with the SCSO; also during his tenure with the Sheriff's Office he served as a certified firearm instructor, Master Patrolman, Mounted Patrolman and proudly served on the Honor Guard; and

WHEREAS, Officer Hinkle influenced the lives of many young people during his service as a School Resource Officer at Sullivan East and Sullivan Central High Schools and was greatly respected by his peers at the Sullivan County Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby recognize that a select few individuals are called upon by our society to protect and serve their fellow citizens as law enforcement officers and that these brave men and women risk their personal safety to ensure a lawful and orderly society for all.

BE IT RESOLVED that on Saturday, February 23. 2019, Officer Steve Hinkle made the ultimate sacrifice in the line of duty to keep his community safe and that his deed always be noted and remembered.

Resolution No. 2019-03-28

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners hereby request the State of Tennessee to dedicate the bridge over Reedy Creek beside 3607 3733 East Stone Drive the Sgt. Steve Hinkle Memorial Bridge. (GPS Coordinates 36,572599, 82335059, signs to be erected both eastbound and westbound.) (GPS Coordinates 36,572599, 82335059, signs to be erected EASTBOUND 82 SR 0010025 WESTBOUND 82 SR 0010026 Nearest to 394

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 21st day of March, 2019.

Attest: <u>Illa Jacobs</u> Teresa L. Jacobs, County Clerk

Approve: Kichal S. Uno

Richard S. Venable, County Mayor

Sponsored By: Commissioner Hunter Locke

Co-Sponsor(s): Commissioner Tony Leonard, Michael Cole, All voting in affirmative

2019-03-28 ACTIONS: Executive – motion to approved passed unanimously 3/14/19; Waiver of rules requested. Approved 03/21/19, 23 Aye, 1 Absent

	RESOLUTION REQUESTING THE STATE OF TENNESSEE NAME THE BRIDGE OVER REEDY CREEK BESIDE 3607 EAST STONE DRIVE BE DESIGNATED THE SGT. STEVE HINKLE MEMORIAL BRIDGE								
Chairman	Venable, Richard								
Tota Vota Result									
Voting start time	8:02:48 PM								
Voting stop time	8:03:06 PM								
Voting Configuration	Vote								
Voting mode Vote Result	Open								
Yes	23								
Abstain	0								
Nostan	0								
Total Present	23								
Absent	1								
No group	Total Res	23 ults 23	<u> </u>						
Individual Voting Result					1				
		Yes	Abstain	No	Absent				
Akard, David () Blalaak Ludu ()		<u> </u>							
Blalock, Judy () Broughton, Todd ()		x x			<u></u>				
Calton, Darlene ()		×	-						
Cole, Michael ()		<u>x</u>	-						
Crawford, Larry ()		X			·				
Cross, Andrew ()		×							
Crosswhite, Joyce ()	· · · · · · · · · · · · · · · · · · ·	×	1 1						
Gardner, John ()		X	1						
George, Colette ()		X							
Glover, Hershel ()		X							
Harkleroad, Terry ()		1 14	1						
Hutton, Mark ()		X							
Jones, Sam ()	· · · · · · · · · · · · · · · · · · ·	X							
	· · · · · · · · · · · · · · · · · · ·	X X							
King, Dwight ()		X X X							
King, Dwight () Leonard, Tony ()		X X X X							
King, Dwight ()		X X X			· · · · · · · · · · · · · · · · · · ·				

Agenda subject voting report

Meeting Name

Sullivan County Commision March 2019 NEW BUSINESS Item # 9 Sponsors: Locke/ Leonard Resolution No. 2019-03-28

RESOLUTION REQUESTING THE STATE OF TENNESSEE NAME THE

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3/21/2019

Shull, Patrick ()

Stanley, Angie ()

Starnes, Alicia ()

Stidham, Gary () Vance, Mark ()

Woods, Doug ()

Description

11

Sullivan County Board of County Commissioners 239th Annual Session

Item 10 No. 2019-03-29

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day March, 2019.

RESOLUTION to Continue Funding For New Fire Trucks and New Response Trucks for the agencies within Sullivan County within the listed 12 Year Period

WHEREAS, the Sullivan County Board of Commissioners approved in 1996-1997, a plan to assist in the Purchase of New Pumper Fire Trucks for the county and city fire departments and New Response Trucks for the county first responders on a rotating basis among them; and

WHEREAS, it is the current intent of the plan to ensure replacement of the Fire Trucks and Response Trucks on a regular scheduled replacement program as listed below; and

WHEREAS, the funds for these units are intended to go toward the vehicle itself and any permanent fixtures, mounted equipment attached to the unit to make it functional (no portable equipment); and

WHEREAS, to ensure that the intent of the program is to assure quality vehicles for these listed departments through the next 12 years is appropriated to reestablish the policy; and

WHEREAS, all the departments will be responsible for providing full-coverage insurance on the unit while in their possession; and

WHEREAS, all the departments will agree the truck purchased under this program, shall show Sullivan Co. Gov't as first lien holder with the Purchasing Office holding the title until near the end of the period when said vehicle will be eligible to be released for sale or trade for its replacement;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, TN., assembled in Regular Session, approve will consider the funding of trucks for the Fire Departments and Rescue Squads over the next 12 years as follows:

	<u>FIRE</u>	<u>FIRST RESPONDER</u>	$\underline{F/Y}$
1	421 Emergency Service, Inc.	Blountville Emergency Response	2016-17
	Piney Flats Vol Fire Dept.	Bluff City Rescue Squad	2017-18
3.	Avoca Vol Fire Dept.	Holston Valley Rescue	2018-19
4.	Bluff City Vol Fire Dept.	Kingsport Life Saving Crew	2019-20
5.	Hickory Tree Vol Dept.	*(1/2 Funds 19-20, ½ 20-21)	2020-21
6.	City of Bristol Fire Dept.	Kingsport Fire Dept.	2021-22
7.	Sullivan Co Vol Fire Dept.	Bristol Fire Dept.	2022-23
8.	Sullivan West Vol Fire Dept.	OPEN	2023-24

9. Bloomingdale Vol Fire Dept.	Bloomingdale First Responder	2024-25
10. East Vol Fire Dept.	Warriors Path First Responder	2025-26
11. Warriors Vol Fire Dept.	Sullivan West First Responder	2026-27
12. City of Kingsport Fire Dept.	OPEN	2027-28

*PER ORIGIONAL RESOLUTION, KINGSPORT LIFE SAVING CREW IS TO BE FUNDED AT A LEVEL COMPARABLE TO THE FIRE TRUCK ROTATION FOR THAT YEAR.

BE IT FURTHER RESOLVED that an agreement be executed by all departments prior to any funds being distributed including funds from this resolution and the specific funds for the truck will not be available prior to February 1 of each F/Y.

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 21st day of March 2019.

Attest: Teresa L. Jacobs, Jounty Clerk

Richard S. Venable, County Mayor

Sponsored By: Commissioner Hunter Locke Co-Sponsor(s): Commissioner John Gardner

2019-03-29 ACTIONS: Others that vote in the affirmative to be added as co-sponsors; Executive – motion to take no action 3/12/19; Waiver of rules requested. Approved 03/21/19, 23 Aye, 1 Absent

Group Voting	Result	

Group	Yes	Absent
No group	23	0
	Results 23	₿° (

Individual Voting Result

Meeting Name

Description

Chairman

Total Vote Result Voting start time

12

Name	Yes	Abstain	No	Absent
Akard, David ()	Х			
Blalock, Judy ()	Х			
Broughton, Todd ()	X			
Calton, Darlene ()	Х			
Cole, Michael ()	X			
Crawford, Larry ()	Х			
Cross, Andrew ()	Х			
Crosswhite, Joyce ()	X			
Gardner, John ()	Х			
George, Colette ()	×			
Glover, Hershei ()	×			
Harkleroad, Terry ()	X			
Hutton, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	×			
Locke, Hunter ()	X			
Morrell, Randy ()	X			
Shull, Patrick ()	×			
Stanley, Angie ()	X			
Starnes, Alicia ()	X			
Stidham, Gary ()				
Vance, Mark ()	X			
Woods, Doug ()	Х			

0 No 23 Total Present 1 Absent

Voting stop time	8:04:57 PM
Voting Configuration	Vote
Voting mode	Open
Vote Result	

Voting mode Vote Result	Ĺ	pen
Yes		23
Abstain		0

Sullivan County Commision March 2019

12 Year Period

Venable, Richard

8:04:36 PM

NEW BUSINESS Item # 10 Sponsors: Locke/ Gardner Resolution No. 2019-03-29

Agenda subject voting report

RESOLUTION to Continue Funding For New Fire Trucks and New Response Trucks for the agencies within Sullivan County within the listed

Sullivan County Board of County Commissioners 239th Annual Session

Item 11 No. 2019-03-30

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day March, 2019.

RESOLUTION To Increase Sullivan County Jail Inmate Medical Fee Schedule.

WHEREAS, it is the intent of the Medical Division of the Sullivan County Sheriff's Office to provide inmate medical care and meet staffing demands without additional tax burden to the citizens; and

WHEREAS, the Medical Division of the Sullivan County Sheriff's Office is experiencing a high volume of jail inmate medical sick calls from non-indigent inmates; and

WHEREAS, some if not many of these sick calls could be resolved with over-the-counter medication that inmates can purchase through the jail commissary; and

WHEREAS, based on current very low charge for sick call, inmates have no incentive to resolve their medical issue with over-the-counter medication and instead insist on being seen by medical staff; and

WHEREAS, the Medical Division of the Sullivan County Sheriff's Office wishes to eliminate unnecessary sick calls in order to meet increasing medical needs brought about by increase in inmate population; and

WHEREAS, the Medical Division of the Sullivan County Sheriff's Office has compared the cost of inmate medical services in surrounding county jails and has found SCSO inmate medical charges to be significantly underpriced.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, that the Sullivan County Inmate Medical Fee Schedule be increased to the following amounts:

Sick Call	Dr. Visit	Dentist Visit	Per Med	Monthly Med	Labs	Preg. Test	Outpatient Referral	Other
\$10	\$15	\$15	\$5	\$5	\$5	\$5	\$20; Attempt Personal Insurance	Cell Call \$10

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 21st day of March, 2019.

Attest: Teresa L. Jacobs County Clerk

al J. Venable Appro

Sponsored By: Commissioner Angie Stanley Co-Sponsor(s): Commissioner Mark Hutton Co-Sponsor(s):Commissioner Mark Hutton2222019-03-30ACTIONS: Waiver of rules requested. Approved 03/21/19 - 28 Aye, 1 Absent



Medical Care Local Cost Comparison

County Jail	Sick Call	Dr Visit	Dentist Visit	Per Med	Monthly Med	Labs	Preg Test	Outpt Referral	Other
Washington	\$10	\$15	\$20	\$5	\$5 per	-	-	-	Cell Call \$10
Hawkins	\$10	\$10	\$10	\$5	\$5 per	-	-	-	
Blount	\$20	\$30	\$25	\$10	\$10	\$20	-	-	
Carter	\$10	\$25	\$20	\$10	\$5 per	\$5	\$5	Up to \$50	
Abingdon	\$8	\$15	\$15	\$5	\$15	\$8		\$75	MH \$15
SULLIVAN COUNTY	\$4	\$8	\$8	\$2	\$0	\$0	\$0	\$0	

Desired Inmate Sullivan County Medical Fees:

County Jail	Sick Call	Dr Visit	Dentist Visit	Per Med	Monthly Med	Labs	Preg Test	Outpt Referral	Other
Desired Fees	\$10	\$15	\$15	\$5	\$5	\$5	\$5	\$25; Attempt Personai Insurance	Cell Call \$10

*Chronic Care labs/Consults/Clinic, Intake assessment, 14 Day Physical, Mental Health are given for no charge.

voting start time	OTUTTIT PW					
Voting stop time	8:07:36 PM					
Voting Configuration	Vote					
Voting mode	Open					
Vote Result						
Yes	22					
Abstain	0					
No	0					
Total Present	22					
Absent						
Group Voting Result						
Group			Yes	Absent		
No group			22	0		
	Tot	al Results	22	\$2		
Individual Voting Result						
Name			Yes	Abstain	No	Absent
Akard, David ()		· · · · · · · · · · · · · · · · · · ·				
Bialock, Judy ()			Х			+
Broughton, Todd ()	······································		Х	1		
Calton, Darlene ()			X			
Cole, Michael ()			Х	1		
Crawford, Larry ()			Х			
Cross, Andrew ()			Х			
Crosswhite, Joyce ()			Х			
Gardner, John ()			Х			
George, Colette ()			Х			
Glover, Hershel ()			Х			
Harkleroad, Terry ()			Х			
Hutton, Mark ()			Х			
Jones, Sam ()			Х			
King, Dwight ()			Х			
Leonard, Tony ()			X			
Locke, Hunter ()			X		· · · · · · · · · · · · · · · · · · ·	
Morrell, Randy ()	**		X	Į		
Shull, Patrick ()			X	ļi		
Stanley, Angie ()			X	ļ		<u> </u>
Starnes, Alicia ()			Х			
Stidham, Gary ()				┟─────┤		<u> </u>
Vance, Mark ()			X			
Woods, Doug ()			Х			

Agenda subject voting report

Sullivan County Commision March 2019

Venable, Richard

8:07:17 PM

13 NEW BUSINESS Item #11 Sponsors: Stanley/ Hutton Resolution No. 2019-03-30

Description

Chairman

Voting start time

Total Vote Result

Meeting Name

RESOLUTION To Increase Sullivan County Jail Inmate Medical Fee Schedule

3/21/2019



Item 12 No. 2019-03-31

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day March, 2019.

RESOLUTION TO APPROVE AUTHORIZING NETWORKS TO ISSUE GENERAL OBLIGATION BONDS

WHEREAS, NETWORKS-SULLIVAN PARTNERSHIP is an economic development partnership comprised of Sullivan County and the Cities of Bristol, Kingsport and Bluff City, Tennessee (herein "NETWORKS"); and

WHEREAS, NETWORKS has previously advised the Cities of Bristol, Kingsport and Bluff City, Tennessee and the Sullivan County Commission of anticipated financing needed to support further economic development initiatives in Sullivan County; and

WHEREAS, NETWORKS has now formalized its Product Development Initiative which includes completion of the rail grading project at Partnership Park II in Bristol, Tennessee, the payment of grading costs associated with further development of Partnership Park II, and the purchase and/or further development of additional land in or around the City of Kingsport for future industrial development; and

WHEREAS, NETWORKS's budget for the Product Development Initiative is \$9,000,000 for which NETWORKS has received a \$1,000,000 Grant from the Tennessee Department of Economic and Community Development, and NETWORKS is seeking financial assistance from Sullivan County for the Product Development Initiative through the County's issuance of \$8,000,000 in general revenue bonds; and

WHEREAS, consistent with prior financing arrangements supporting NETWORKS, responsibility for the \$8,000,000 in new bond debt will be shared among Sullivan County and the Cities of Bristol, Kingsport and Bluff City, Tennessee using same percentage formula as provided for under the NETWORKS Intergovernmental Financing Agreement, which percentages are Sullivan County (51%), the City of Bristol (17%), the City of Kingsport (31%), and the City of Bluff City (1%); and

WHEREAS, the respective financial commitments of Sullivan County, the City of Bristol, the City of Kingsport, and the City of Bluff City will be evidenced by appropriate legal documentation in the form of a supplemental Intergovernmental Financing Agreement, pro-rata Guaranty Agreements, pro-rata Participation Notes, or similar instruments; and

WHEREAS, Sullivan County Commission has determined that the issuance of \$8,000,000 in new general obligation bonds to support the NETWORKS Product Development Initiative is in the best interest of Sullivan County and NETWORKS;

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the issuance of \$8,000,000 in new general obligation bonds, with the proceeds of such bonds to be used to support the NETWORKS Product Development Initiative including completion of the rail grading project in Partnership Park II in Bristol, Tennessee, the payment of grading costs associated with further development of Partnership Park II, and the purchase of additional land in or around the City of Kingsport for future industrial development.

BE IT FURTHER RESOLVED that the interest rate, maturity schedule, and other payment terms required for such bond issue shall be presented to the Board of County Commissioners of Sullivan County, Tennessee for review and approval, and the Sullivan County Commission will approve and adopt such further Resolutions as shall be necessary to complete issuance of such bonds as required by bond counsel and the underwriters and financing agents of such bond issue.

BE IT FURTHER RESOLVED that the respective financial commitments of Sullivan County, the City of Bristol, the City of Kingsport, and the City of Bluff City will be evidenced by appropriate legal documentation in the form of a supplemental Intergovernmental Financing Agreement, prorata Guaranty Agreements, pro-rata Participation Notes, or similar instruments.

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

Approved this _____ day of _____ 2019.

Attest:

Teresa L. Jacobs, County Clerk

Approve: _

Richard S. Venable, County Mayor

Sponsored By: Commissioner Mark Vance Co-Sponsor(s): Commissioner John Gardner 2019-03-31 ACTIONS: 1st Reading 03/21/19

NETWORKS Debt Service

• NETWORKS Current Debt:

\$5,530,000 \$000 205

Interest Remaining (through 2028)

<u>\$908,205</u>

 Total Debt 3 	Service:	\$6,438,205						
Fiscal Year	Principal	Interest	Total Debt Req.					
2018-2019	\$500,000	\$147,262.50	\$647,262.50					
2019-2020	\$515,000	\$137,262.50	\$652.262.50					
2020-2021	\$525,000	\$126,962.50	\$651,962.50					
2021-2022	\$535,000	\$115,412.50	\$650,412.50					
2022-2023	\$545,000	\$102,572-50	\$647,572.50					
2023-2024	\$550,000	\$88,402.50	\$638,402.50					
2024-2025	\$560,000	\$73,277.50	\$633,277.50					
2025-2026	\$595,000	\$57,317.50	\$652,317.50					
2026-2027	\$600,000	\$39,467.50	\$639,467.50					
2027-2028	\$605,000	\$20,267.50	\$625,267.50					
TOTAL	\$5,530,000	\$908,205	\$6,438,205					

Current Average Annual Debt Service: \$643.820.50

Sullivan County:	\$328,348.45
Kingsport:	\$199,584.35
Bristol:	\$109,449.48
• Bluff City:	\$6,438.22

<u>Assuming \$8,000,000 New Debt &</u> <u>Refinance Existing Debt – 30 Year Note</u>

- Estimated NETWORKS Total Debt: \$13,530,000
- Estimated Annual Debt Service: \$811,800 (assuming \$60,000 annual debt service per \$1,000,000 of debt over 30 years)
- Estimated Partner Debt Service Payments: (26% Increase)
 - Sullivan County: \$414,018 (Increase of \$85,669.55)
 - <u>Kingsport:</u> \$251,658 (Increase of \$52,073.65)
 - Bristol: \$138,006 (Increase of \$28,556.52)
 - Bluff City: \$8,118 (Increase of \$1,679.78)

87 esolutions 10 11 S 12 4 7 5 QUESTIONS BEFORE THE COMMIN. Maul aye 5.55 Nav Aya lis, Aye May Aye Naw Aye May , Ave Nav¹ Ave Nav Ave NAMES OF COMMISSIONERS $\Delta q_{\rm P}$ Ikard

Blaylock Bigighton geton ale lawford ١ Chass Classwhite ٦ Jardnel Slolge florier Faiklusad ν Suttor fones Bird londed hocke Mariel Shull Stanley Staines A A A A A A A Stickhan HН Vance aleader 23 aug 23 aye 23 aye 22 aye 23 auc Whent I absent 2 absent Mint Alisont

Sullivan County Board of County Commissioners 239th Annual Session

Item 13 No. 2019-03-32

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board County Commissioners of Sullivan County, Tennessee, meeting in Regular Session this 21st day of March, 2019.

RESOLUTION Authorizing the Industrial Development Board of the County of Sullivan to negotiate and accept from CENTRE POINTE, LLC, or an affiliated entity, Payment-In-Lieu of Tax Agreements ("PILOT Agreements") with respect to the parcel of land being Sullivan County Map 19 Parcel 177, containing 22.64 acres, more or less, as may be subsequently subdivided (collectively the "Real Estate"), and finding that such payments are deemed to be in furtherance of the Public Purposes of said Industrial Development Board, as defined in Tennessee Code Annotated Section 7-53-305.

WHEREAS, the Industrial Development Board of the County of Sullivan (the "Board") is an industrial development corporation duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, CENTRE POINTE, LLC ("CENTRE POINTE"), has indicated to the Board that it has acquired the Real Estate, which it proposes to sub-divide and construct multiple retail and other facilities on, which is a project that is eligible to be owned by the Board under the Act, and which is located in Sullivan County, Tennessee (the "Project"); and

WHEREAS, CENTRE POINTE has requested the Board take ownership of the Project and lease the same to CENTRE POINTE, or an affiliated entity, under such one or more arrangements as may be proper, whereby CENTRE POINTE or its affiliated entity will make payments in lieu of ad valorem taxes;

WHEREAS, CENTRE POINTE has requested the Board enter into separate PILOT Agreements with CENTRE POIINTE or an affiliated entity for each sub-parcel of the Real Estate, as the Board may deem proper, none of which individually may extend beyond a term of ten (10) years, plus a reasonable construction or installation period not to exceed three (3) years, as set forth in Tennessee Code Annotated Section 7-53-305(i); and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the Board of Sullivan County Commissioners to delegate to the Board the authority to negotiate and accept from lessees of the Board payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board, as defined in that Code Section; and

WHEREAS, the improvements and renovations of the Project would increase retail sales and property values, would maintain and increase employment opportunities, and would generate additional sales tax revenue for Sullivan County;

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

SECTION 1. The Board of County Commissioners of Sullivan County, Tennessee hereby finds that the negotiation and acceptance by the Board from CENTRE POINTE, or an affiliated entity, of payments in lieu of ad valorem taxes consistent with this resolution is deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and Sullivan County hereby delegates to the Board the authority to negotiate and accept such payments in lieu of ad valorem taxes from CENTRE POINTE or an affiliated entity.

SECTION 2. The Board is authorized to enter into separate PILOT Agreements with CENTRE POINTE or an affiliated entity following the subdivision of the Real Estate, as the Board may deem proper, none of which individually may extend beyond a term of ten (10) years, plus a reasonable construction or installation period not to exceed three (3) years, as set forth in Tennessee Code Annotated Section 7-53-305(i); and

SECTION 3. The Board's agreements with CENTRE POINTE or an affiliated entity concerning payments in lieu of ad valorem taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION 4. 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 _____ day of _____ 2019.

Attest:

Teresa L. Jacobs, County Clerk

Approve: _

Richard S. Venable, County Mayor

Sponsored By: Commissioner Sam Jones Co-Sponsor(s): Commissioner Joyce Crosswhite 2019-03-32 ACTIONS: 1st Reading 03/21/19





Item 14 No. 2019-03-33

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March 2019.

RESOLUTION reflecting this Sullivan County Board of Commissioners requests Sullivan County Department of Education consider putting the construction of West Ridge High School on hold until school fiduciary matters improve and scope and sequence of events pursuant to concurrent construction is founded and known to be exact.

WHEREAS, Sullivan County Department of Education has knowingly undertaken two (2) significant building projects while employing no Project Manager in the beginning process to oversee scope and sequence of events, including timely and ongoing changes within the construction industry that require ongoing study and analogy, and we further establish there to be a profound difference between a project manager and a construction manager who has numerous tasks relative to all Sullivan County Department of Education buildings; and,

WHEREAS, this governing body is requesting the Sullivan County Department of Education evaluate the emergency nature surrounding simultaneous construction of Sullivan East Middle and West Ridge High schools (e.g.), yet to be determined costs of: turn lane at Sullivan East Middle School, safe roadway into West Ridge High School, and unknown parameters of sewer for Sullivan East High / Middle schools requiring compromise with Bristol to achieve, and costs of renovations / repair of feeder schools yet to be determined; and,

WHEREAS, it is the view of this governing body that if the Board of Education temporarily pauses construction on West Ridge High School this allows for quality and complete construction of Sullivan East Middle School with all its necessary details, thus, providing a better framework for teaching and learning; confirming that it is not the aesthetic value of bricks and mortar, but what happens inside a structure that makes a community stronger; and,

WHEREAS, it is fitting that this funding agent requests that the Sullivan County Department of Education review spending opportunities and the required needs of this department to determine if preparation has been made within the department's established resources to continue school construction on West Ridge High School coupled with much consideration given to fund balance deterioration and examination of elements surrounding equal opportunities on all student campuses; and,

WHEREAS, this concurrent construction project within Sullivan County Department of Education at West Ridge High School that is surrounded with change orders that clearly demonstrate optimal quality is being compromised; overbudgeting for both construction projects; concerns surrounding "fallouts"; and, more specifically, that citizens are not poised to receive what they were promised from School Bonds relative to these projects; and, 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 _____, 2019.

Attest: ____

Approve: _

Teresa Jacobs, County Clerk

Richard S. Venable, County Mayor

Sponsored By: Commissioner Hershel Glover Co-Sponsor(s): Commissioners Dwight King, Joyce Crosswhite 2019-03-33 ACTIONS: 1st Reading 03/21/19

Item #141

PILOT schedule with inclining proceeds to localities - Real Property Only - With Hotel at 100% Current annual county property tax is \$254.36 Current annual city property tax is \$215.58

-

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Tota	al
Dealership - County	4,503	4,503	4,503	11,258	11,258	11,258	22,516	22,516	22,516	29,271	45,033	45,033	\$	234,168
Hotel - County		92,493	92,493	92,493	92,493	92,493	92,493	92,493	92,493	92,493	92,493	92,493	\$	1,017,423
Retail/Restaurant A - County		1,088	1,088	1,088	2,720	2,720	2,720	5,440	5,440	5,440	7,072	10,881	\$	45,697
Retail/Restaurant B - County		1,670	1,670	1,670	4,177	4,177	4,177	8,354	8,354	8,354	10,860	16,709	\$	70,172
Office building - County			4,334	4,334	4,334	10,835	10,835	10,835	21,670	21,670	21,670	28,171	\$	138,688
Total County Property Taxes	4,503	99,754	104,088	110,843	114,982	121,483	132,741	139,638	150,473	157,228	177,128	193,287	\$	1,506,148
Dealership - City	4,395	4,395	4,395	10,987	10,987	10,987	21,975	21,975	21,975	28,568	43,951	43,951	\$	228,541
Hotel - City		90,270	90,270	90,270	90,270	90,270	90,270	90,270	90,270	90,270	90,270	90,270	\$	992,970
Retail/Restaurant A - City		1,062	1,062	1,062	2,655	2,655	2,655	5,310	5,310	5,310	6,903	10,620	\$	44,604
Retail/Restaurant B - City		1,630	1,630	1,630	4,077	4,077	4,077	8,154	8,154	8,154	10,500	16,308	\$	68,391
Office building - City			4,230	4,230	4,230	10,575	10,575	10,575	21,150	21,150	21,150	27,495	\$	135,360
Total City Property Taxes	4,395	97,357	101,587	108,179	112,219	118,564	129,552	136,284	146,859	153,452	172,774	188,644	\$	1,469,866

3/21/19

ATTACHMENT

2019-03-32

ί...... μ^{γ} 13 14 QUESTIONS BEFORE THE COMMN Nary Alle 1.2 1 AV 3 $A\gamma s$ $d_{\gamma}\phi$ Nav Nav Ave flay Ave $\Delta = 2$ Aye Mav A79 NAMES OF COMMISSIONERS Akard Blaylock Bryghter altor all Claufer & Crosswhite Jardner George Harkleroad futton ignes Keng heanald hocke Marel ŝ Shull Stanley Haines Stidhan Vance Woods A A

88
Sullivan County Board of County Commissioners 239th Annual Session

March 21, 2019 6:00 p.m. *Agenda for Regular Session*

* * * * * *

- > Call to Order by Sheriff Jeff Cassidy
- > Chairman, Mayor Richard S. Venable presiding
- > Invocation
- > Pledge to the American Flag
- > Roll Call by Teresa Jacobs, County Court Clerk
- > Approval of Commission Minutes from previous meeting
- > Special Guests & Proclamations
 - Courtney Good
 - Zechariah Cartledge
 - Holston Eagles Boys Basketball Team
- > Confirmations, Appointments, & Elections
 - Holston Utility District Scottie Vestal
 - Sullivan County Industrial Development Board Jerry Kirk
- Public Comment
- > Approval of Notary Publics
- Zoning Amendments

Applicant # 1: Gladys Simerly

Applicant # 2: Blackburn Holding LLC

- Consent Agenda
- > Presentation of Resolutions

OLD BUSINESS

Item # 2 Sponsors: Locke/ Gardner Resolution No. 2019-02-10 RESOLUTION TO CONTINUE FUNDING FOR NEW FIRE TRUCKS AND NEW RESCUE TRUCKS FOR THE AGENCIES ESTABLISHED IN SULLIVAN COUNTY WITHIN THE LISTED 12 YEAR PERIOD

 Item # 3
 Sponsors: Shull/ Broughton
 Resolution No. 2019-02-11

 RESOLUTION to have the Mayor of Sullivan County Obtain Proposals and Price Quotes for a

 Formal Study of County Employee Staffing and Compensation (excluding Judicial Branch and School

 Department

Item # 4 Sponsors: Vance/ Gardner Resolution No. 2019-02-23 RESOLUTION TO AUTHORIZE THE COUNTY MAYOR AND PURCHASING AGENT TO DEVELOP A "REQUEST FOR QUALIFICATIONS" TO RETAIN A PROJECT MANAGER CONSULTANT TO OVERSEE THE SULLIVAN COUNTY JAIL PROJECT

NEW BUSINESS

Item # 5 Sponsors: Leonard/ Glover Resolution No. 2019-03-24 RESOLUTION to Accept and Appropriate Funds from the State of Tennessee for a Grant Beginning FY2020 for the position of a Domestic Violence Victim Coordinator in General Sessions Court

Item # 6Sponsors: Harkleroad/ BroughtonResolution No. 2019-03-25RESOLUTION TO Authorize the Purchasing Agent to Enter Into A Lease for a Postage MailingMachine For The Sullivan County Mail Service Department

Item # 7 Sponsors: Harkleroad/ King Resolution No. 2019-03-26 RESOLUTION TO AMEND THE 2018-2019 HIGHWAY FUND BUDGET TO CORRECT AND UPDATE APPROPRIATIONS Item # 8Sponsors: Hutton/ AkardResolution No. 2019-03-27RESOLUTION FOR BOARD OF COMMISSIONERS TO require the Sullivan CountyIndustrial Development Board to submit for approval any agreement with any of the corporation'slessees providing for the acceptance or waiver of payments in lieu of taxes

Item # 9Sponsors: Locke/ LeonardResolution No. 2019-03-28RESOLUTION REQUESTING THE BRIDGE OVER REEDY CREEK BESIDE 36073733EAST STONE DRIVE BE NAMED THE SGT. STEVE HINKLE MEMORIAL BRIDGE

Item #10Sponsors: Locke/ GardnerResolution No. 2019-03-29RESOLUTION to Continue Funding For New FireTrucks and New Response Trucks for theagencies within Sullivan County within the listed 12 Year Period

Item #11Sponsors:Stanley/ HuttonResolution No. 2019-03-30RESOLUTION To Increase Sullivan County Jail Inmate Medical Fee Schedule

Item #12 Sponsors: Vance/ Gardner Resolution No. 2019-03-31 RESOLUTION TO APPROVE AUTHORIZING NETWORKS TO ISSUE GENERAL OBLIGATION BONDS

Item #13 Sponsors: Jones/ Crosswhite Resolution No. 2019-03-32 RESOLUTION Authorizing the Industrial Development Board of the County of Sullivan to negotiate and accept from CENTRE POINTE, LLC, or an affiliated entity, Payment-In-Lieu of Tax Agreements ("PILOT Agreements")

> Announcements / Non-Agenda Items

Debt Obligation Report

> Adjournment

Meeting Name	Sullivan County	Commision March 2019
meeting warne	Sumvan County	

10 CONSENT AGENDA Vote

Description

Resolution No. 2019-03-25

Chairman

Venable, Richard

Total Vote Result

Voting start time	7:23:41 PM
Voting stop time	7:23:59 PM
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
Akard, David ()	· · · ·	X			
Blalock, Judy ()		Х			
Broughton, Todd ()		X			
Calton, Darlene ()		X			
Cole, Michael ()		X			
Crawford, Larry ()		X			
Cross, Andrew ()		X			
Crosswhite, Joyce ()		Х			
Gardner, John ()		X			
George, Colette ()		X	[]		
Glover, Hershel ()		X			
Harkleroad, Terry ()		X			
Hutton, Mark ()		X			
Jones, Sam ()		X			
King, Dwight ()		X			
Leonard, Tony ()		Х			
Locke, Hunter ()		Х			
Morrell, Randy ()		X			
Shull, Patrick ()		X			
Stanley, Angie ()		Х			
Starnes, Alicia ()		Х			
Stidham, Gary ()					
Vance, Mark ()	 	X			
Woods, Doug ()		X			



WHEREAS, Courtney Good was born fifteen weeks early which resulted in her being hospitalized at Holston Valley's NICU for over four months. She was also admitted back into the Pediatrics Unit at Holston Valley several more times due to lung related issues; and,

WHEREAS, when Courtney was three years old she asked her parents if she could go visit the hospital where she was for so long and give back to them. She had a small red wagon that she put a few food items in and that's how 'Courtney's Food Wagon' started; and,

WHEREAS, Courtney started small with her community and charity work, but thankfully with the help of the Sullivan County Highway Department, her school, family and friends Courtney was able to grow her work from one small wagon to two large wagons plus more; and,

WHEREAS, Courtney has also donated to the Ronald McDonald House in Johnson City and Knoxville, The Oasis in Kingsport, Hunger First in Kingsport, and saved her birthday money to give to a runner that was running in an event for Ronald McDonald House. She was also the ambassador for Children's Miracle Network in 2018; and,

WHEREAS, Courtney is a student at Innovation Academy where she ran cross country in the fall, she plays the flute in the band, is a member of student council, and is currently a long distance runner on the track team. Courtney has goals to be a math teacher when she's older.

NOW, THEREFORE BE IT RESOLVED, that the I, Richard S. Venable along with the Sullivan County Board of Commissioners wish to recognize Courtney Good for the contributions she has made to his community. I further wish to acknowledge her as one of our county's outstanding young citizens and encourage her to continue to use her skills for the betterment of her community and country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of Sullivan County, Tennessee, to be affixed this 21st of March 2019.

enable, Sullivan County Mayor



HONORING ZECHARIAH CARTLEDGE PROCLAMATION

WHEREAS, Zechariah Cartledge has been a runner since he was 6. That is when he found out about Cross Country at school. After a few years of doing half-mile races, he then moved up to the 1-mile events. Even still, after every run, he always wanted to go further. His first 5k run, he had a time of 24-minutes; and,

WHEREAS, along with having a passion for running, Zechariah Cartledge has grown up respecting his community's First Responders. Zechariah would always want to shake their hands when he would see them in public; and,

WHEREAS, in Sept. 2017 Zechariah Cartledge signed up for the Tunnel to Towers 5k in Orlando. When the race started, he was running side by side with First Responders that were in full gear and that inspired him to continue running not just for the enjoyment of it, but to make a difference for our First Responders and the Tunnel to Towers foundation; and,

WHEREAS, just before the end of 2018, an article came out saying how 144 officers lost their life while on-duty. Zechariah Cartledge wanted to honor them by dedicating all of his 5k's and half-marathons to run 150-miles for the fallen Officers that were lost that year. It was quick into the 2019 year when another 4 officers were lost, so Zechariah asked if he can honor them too because he didn't want them to be forgotten. So, he dedicates the running of 1 mile with the Blue Line Flag to honor them as well. One of which being Sergeant Steve Hinkle of Sullivan County Sheriff's Office, who died from injuries sustained while in the line of duty in February 2019; and,

WHEREAS, throughout 2018 Zechariah Cartledge raised a little over \$11,500 and so far in 2019 he has raised over \$30,000 for the Tunnel to Towers Foundation by way of fundraisers that he continues to hold.

NOW, THEREFORE BE IT RESOLVED, that the I, Richard S. Venable along with the Sullivan County Board of Commissioners wish to recognize Zechariah Cartledge for the contributions he has made to his community and nation. I further wish to acknowledge Zechariah as one of our nation's outstanding young citizens and encourage him to continue to use his skills for the betterment of his community and country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of Sullivan County, Tennessee, to be affixed this 21st of March 2019.

Richard S. Venable, Sullivan County Mayor





WHEREAS, The University of Tennessee and Tennessee State University is Tennessee's land-grant university, and has a three-part mission of teaching, research, and Extension; and

WHEREAS, Extension is the outreach arm of the Universities and an integral part of the land-grant mission extending the knowledge and expertise of the Universities to the people of Tennessee through education delivered by agents, specialists, and volunteers in all 95 counties of the state; and

WHEREAS, Extension is a valuable resource for helping citizens to solve problems providing real life solutions in the places they live, work, and play through hundreds of programs; and

WHEREAS, Extension's efforts are based on local needs, research and a commitment to improve the quality of life.

WHEREAS, Extension's educational programs in 4-H youth development, agriculture and natural resources, family and consumer sciences, and community economic development produce substantial returns to the state.

WHEREAS, using research, questionnaires, observations, and sales records, an economic impact was estimated at more than \$605 million from July 1, 2017 through June 30, 2018 for statewide educational programs.

WHEREAS, a recent assessment indicates that every \$1 in public funds invested in Extension programs returns an estimated \$8.46 to the people of Tennessee.

NOW THEREFORE, I Richard Venable Mayor of Sullivan County, do hereby proclaim March, as

UT EXTENSION MONTH

and encourage all citizens of Sullivan County to participate in Extension's educational programs and to learn how Extension benefits them.

> IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of Sullivan County to be affixed at on this the 21st day of March, 2019.

ichar S. Umable



tnomheilgmoods zo oteoifitrod

2018 - 2019 Season Boys Basketball Team 2018 - 2019 Season

for outstanding performance and achievement

Pre-Season Tiger Invitational Tournament Champions Trailblazer Classic Champions defeating top AAA teams around the region Big 3 AA Conference Champions Area I AA Regional Champions AM Area I AA Regional Champions TMSMA AA Bastern Sectional Champions TMSMA AA Bastern Sectional Champions

Team Members: Dawson Arnold, Cale Bryant, Joliin Harrison, Bryson Horne, Adam Hunt, Luke Jenkins, Parker Leming, Roy Moody, Houston Sherfey, Carson Tate. & Micah Turner Head Coach: Jared Harrison; Assistant Coach: Johnny Morelock

Presented this 21st day of March 2019.

Richard d. Vinesee

Richard S. Venable Sullivan County Mayor

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Board of County Commissioners 239th Annual Session

IN RE: Industrial Development Board of Sullivan County Blountville, Tennessee

Order Appointing Board Member

WHEREAS, the Industrial Development Board of Sullivan County does hereby certify to the Sullivan County Board of Commissioners, pursuant to T.C.A. §7-53-301, as duly adopted by Sullivan County, Tennessee, that a vacancy has occurred upon said Board by virtue of the resignation of a member (Michael Harmon); and

WHEREAS, the Industrial Development Board of Sullivan County further certifies that the following nominee is qualified and willing to serve on the Industrial Development Board:

Jerry Kirk of Bristol, Tennessee

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by the Sullivan County Board of Commissioners in their authority to appoint members to Industrial Development Board of Sullivan County, pursuant to T.C.A. §7-53-301, that the person above named is hereby appointed to serve on the Industrial Development Board of Sullivan County with a term expiring January 2025.

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this

<u>I</u> day of <u>March</u> 2019.

Teresa Jacobs, Sullivar County Clerk

Contact

www.linkedin.com/in/jerrykirk-22388828 renasantbank.com

Top Skills

Commercial Lending Commercial Banking Banking

Jerry Kirk

at Isactoria

Summary

Jerry holds the position of Market President at Renasant Bank. Currently he serves on the board of directors for the Boys and Girls Clubs of the Mountain Empire, Bristol TN/VA Chamber of Commerce and Crossroads Medical Mission. He also assist with the United Way of Bristol TN/VA Fundraising Cabinet.

Experience

Renasant Bank Market President April 2012 - Present

GreenBank County Executive October 2002 - April 2012 (9 years 7 months)

First Vantage Bank Investment Specialist September 1999 - October 2002 (3 years 2 months)

First American Bank Relationship Manager July 1997 - September 1999 (2 years 3 months)

Education

Virginia Intermont College Bachelor's Degree

Northeast State Community College Associate's degree, Electrical and Electronics Engineering



Sullivan County

Board of County Commissioners 239th 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 Randy Rice resigning the Board effective March 13, 2019; 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 Scottie Vestal be appointed to fill the vacancy on the Board of Commissioners for Holston Utility District.

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 21st day of March 2019.

Teresa Jacobs, Sul ivan County Clerk

BEFORE THE COUNTY MAYOR OF SULLIVAN COUNTY, TENNESSEE

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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 Randy Rice. 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. Scottie Vestal
- 2. Glen Graybeal
- 3. Larry Feathers

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 <u>13</u> day of <u>March</u>, 2019.

bairman Barry arren - Secretary

SULLIVAN COUNTY BOARD OF COMMISSIONERS Regular Session PUBLIC COMMENT

March 21, 2019

PLEASE PRINT

	∕ Name ∕		Street Address	City
1	Nond	Chit	Street Address 401 Morelock Dr	Blountville, TN
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SULLIVAN COUNTY CLERK TERESA JACOBS COUNTY CLERK 3258 HIGHWAY 126 SUITE 101 BLOUNTVILLE TN 37617 Telephone 423-323-6428 Fax 423-279-2725

Notaries to be elected March 21,2019

MARY JANE ALLEY SUSAN C. ARNOLD PAULA F. ARNOLD JASON ARTHUR ANDREA K ASKEA GARY ALMONY BAGNALL ASHLEY ANN BALL DEIRDRE L BLEVINS WENDY D BOOMERSHINE **EILEEN G BURKE** FRANK A. BURNETTE ANN MARIE CARRIER JOY M CHAPMAN EUGENIA RENEE CHURCH MITCHELL LOUIS CLARK CARLA M. COUSE PAULA DIANE DENTON DONNA BONNET DILLOW LARRY RAYMOND DILLOW PHILIP DISHNER SHERRY D. DOUGHERTY SHARON DURNIN ALLISON DYER **REGINA C EDWARDS** KIMBERLY R FERGUSON ANITA RUTH FIELDS **REBECCA F. CROSS** ELIZABETH M FLEENOR MICHELLE GRIMM AUBREY E HARBERT **DIANN M HARTGROVE KRISTI D. HICKS** ANITA J. HOOD ANITA E. HOOKER

ANGELA HOOPER CRYSTAL GAIL JOHNSON TAMMY MARIE JOHNSON CARR BETH KELLER **ROBIN ANNETTE KETRON** PATRICIA M LEONARD KIMBERLY LYNETTE LEONARD **REGINA LOVE** AMY LIGHT LUETHKE RHONDA KAYE MILLER DERONNA MOORE MARTHA A MOORE SKYLER K. MORELOCK MARILYN M MURRAY III CYNTHIA MICHELLE MUTTER APRIL LEIGH NORRIS SARA JAMIE PARKS THOMAS A. PETERS LISA M. PIKE TAMMY LEA ROGERS GRETCHEN COVINGTON SANDERS WILLIAM HUNTER SCOTT SUZANNE SENTER MARGARYTA SEXTON DEBRA SHORT ANGELA G. SMITH MARTHA STIGALL AMY M. SUBBLETT WHITNEY PAUL TAYLOR JANICE R. TESTER GAYLE B WHITSON CHARLES LAY WYNNE

PERSONAL SURETY ROY MATTHEWS, JR. CNA STATE FARM INSURANCE 10,000 JEREMY E. HARR GREGORY W. FRANCISCO \$10,0000

Chairman	Venable, Richard					
otal Vote Result						
oting start time	7:02:40 PM					
/oting stop time	7:02:58 PM					
/oting Configuration	Vote					
/oting mode	Open					
/ote Result						
Yes	23					
Abstain	0					
No	0					
Total Present	23					
Absent	1					
Group Voting Result			Yes	Absent		
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Agenda subject voting report

Sullivan County Commision March 2019

Printed: 3/21/2019 7:02:58 PM

3/21/2019

6 Public Comment Approval of Natary Publics

Description

Meeting Name

In accordance with Commission Rules, three minutes is allowed per person/group; a total of thirty minutes

will be devoted to public comment.

Sullivan County

Board of County Commissioners 239th Annual Session

> Item 1 No. 2019-03-01

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2019.

RESOLUTION TO CONSIDER AMENDMENT(S) TO <u>THE SULLIVAN COUNTY ZONING</u> <u>PLAN: ZONING MAP OR THE ZONING RESOLUTION</u>

WHEREAS, the rezoning petition(s) have been duly initiated; have been before the appropriate Regional Planning Commission (recommendations enclosed); and shall receive a public hearing as required prior to final action from the County Commission; and

WHEREAS, such rezoning petition(s) and/or the proposed text amendment(s) will require an amendment to the <u>SULLIVAN COUNTY ZONING PLAN – Zoning Map or Zoning Resolution</u>.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby consider rezoning petition(s) and/or the Zoning Resolution Text Amendment(s), conduct the appropriate public hearing as required by law, and vote upon the proposed amendment(s) individually, by roll call vote, and that the vote be valid and binding, and that any necessary amendments to the official zoning map or resolution code book be made by the Planning & Codes Department.

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

Duly passed and approved this 21st day of March, 2019.

Ila Jacobs Teresa Jacobs, County Clerk Attest:

Richard S. Venable, County Mayor

Sponsor: Commissioner John Gardner Co-Sponsor: Commissioner Darlene Calton 2019-03-01 ACTION: Approved by Voice Vote 03/21/19

REZONING OVERVIEW SULLIVAN COUNTY COMMISSION MEETING

March 21 2019

RESOLUTION 41 So Consider the Waiver of Rules for the following coming amendments (map or text). Application File Applicant Neighbor Staff Planning Commission Current Requested Civil No. No. Opposition Recommendation Recommendation Zone Żоле District 1 1 **Gladys** Simerly No Denied Bristol Bristol Denied A-1 R-3 1st 2 2 Blackburn Holding LLC No Approve Sullivan Co. Approve Sullivan Co. M-1 B-3 7th

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AGENDA Sullivan County Board of County Commission March 21, 2019

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The Sullivan County Board of County Commissioners will hold a public hearing on Thursday, 03-21-2019 at 6:00 P.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

1. File No. 1 Gladys Simerly

Reclassify property located at 243 Cedar Lane from A-1 (General Agricultural/Estate Residential District) to R-3 (Manufactured Residential Dwelling Park District) for the purpose of allowing her to retain the mobile home sites in the old Park. Property ID No. Tax Map 055, Parcel 06210 and being located in the 1st Civil District. **Bristol planning**

 File No. 2 Blackburn Holdings LLC Reclassify property located at 2057 Hwy 75 from M-1 (Light Manufacturing District) to B-3 (General Business Service District) for the purpose of future development for a commercial business. Property ID No. Tax Map 079, Parcel 12832 and being located in the 7th Civil District. Sullivan County Planning

PETITION TO SULLIVAN COUNTY FOR REZONING

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 $\beta_{r}/\beta_{p}/\Lambda$ request for rezoning is made by the person named below; said request to go before the Sullivan-County Regional Planning Commission for recommendation to the Sullivan County Board of Commissioners.

Property Owner: <u>Gladys Simerly & Evelyn Faye</u> Address: <u>243 Cedar Lane</u> <u>Bristol TN 37620</u> Phone <u>423.878.8432</u> Date of Request <u>01/09/2019</u> <i>15t</i> Property Located in Civil District	OFFICE USE ONLY OFFICE USE ONLY Meeting Date $02/18/2019$ Time $6:00PM$ Place Easley Annex Building $104 8^{th}$ Street Bristol TN 37620 Planning Commission Approved $01 - 19 - 19$ Denied County Commission Approved $\theta 3 - 21 - 2019$ Denied Other
<u>PROPERTY IDE</u> Tax Map No. <u>055</u> / Group	06210
Zoning Map <u>10</u> Zoning District <u>A-1</u>	Proposed District <u>R-3</u>
	She wants to retain the sites in the old Par y acknowledges that the information provided in
knowlodge and belief.	Endry Singl

OF OF THE SEE HORNETO AND SUBSCRIBED before me this <u>9</u> day of <u>Anuary</u>, <u>2019</u>. HAN CONTINUE MARKED DEFORE TO AND SUBSCRIBED before me this <u>9</u> day of <u>Anuary</u>, <u>2019</u>. Notary Public Notary Public 4/21/2021 My Commission Expires:



Utilities - Gas / Gas Type	:		00 - NONE	Zoning:	
Subdivision Data					
Subdivision: SIMERLY	(PROP				
Plat Bk: 8 Plat F	'g : 140 E	Block:	Lot:		
Additional Descript	ion				
Building Informatio	n				
Extra Features					
Bidg/Card# 1	Type MH PARK SITE F	PADS		Description	Units 10
Sale Information	· •				
Sale Date	Price	Book	Pag	e Vac/Imp	Type Instrument (
01/30/1980	\$0	192	N	4	
Land Information					
Deed Acres: 2.29	Calc Acre	s: 0.00	Total La	nd Units: 2.29	
Land Type: 07 - MH PA	RK So	il Class:	Units:	2.29	
		nes admittan bera per bates destador e			View GIS Map for this Pa
	<u>Glossary of</u>	Terms	Ŀ	iow to Search	Fact
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	Home Pa	<u>ge</u>		Home Page	<u>Hom</u>

H-1 (18) -
BOBICENHOUR
SULLIVAN COUNTY OFFICE OF PROPERTY ASSESSMENTS
P.O. BOX 587
BLOUNTVILLE, TN 37617 PHONE NUMBE 323-6455
JANUARY 1, 1997 FAX NUMBER 279-2808
DIST. 1 MAP 55 GROUP CONT. MAP 55 PARCEL 62.10
PLEASE LIST ONLY THE MOBILE HOMES LOCATED ON YOUR PROPERTY AS OF JANUARY 1, 1997 AND RETURN TO THE ADDRESS ABOVE NO LATER THAN MARCH 1, 1997. ALSO LIST ANY MOBILE HOMES THAT HAS LEFT YOUR PARK DURING THE PREVIOUS YEAR. EXAMPLE. IF A PAD OR LOT IS NOT OCCUPIED AS OF JANUARY 1, 1997, PLEASE LIST ON FORM AS VACANT. THIS ALLOWS OUR OFFICE TO DELETE THE MOBILE HOME OUT OF YOUR PARK AND PREVENTING YOU FROM RECEIVING A TAX NOTICE ON A MOBILE HOME NO LONGER THERE.
1. NUMBER OF ACRES USED IN PARK ? 2.13
2. NAME OF LAND OWNER ? Evelyn Faye Simerly
3. MAILING ADDRESS OF LAND OWNER : STREET AND NUMBER OR ROUTE 2473 Cedar LANC
POST OFFICE BRISTI) TT ZIP CODE 37620
4. NAME OF MOBILE HOME PARK ? MITZIS TRL PARK

5. LOCATION OF MOBILE HOME PARK ? Hy Bustal Covers Rd - Emmet Rd 6. NAME OF OPERATOR OR MANAGER ? Évelys Faye Simerly

7. NUMBER OF SPACES, LOTS OR PADS ? _____

8. NUMBER OCCUPIED JANUARY 1, THIS YEAR ? 5

9. NUMBER VACANT JANUARY 1, THIS YEAR ?

I DO SOLEMLY SWEAR THAT THE INFORMATION CONTAINED IN THIS REPORT IS TRUE, CORRECT AND COMPLETE, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

022597 DATE

878 8432

Early Joye Smerty

PHONE NO.

SIGNATURE OF LAND OWNER

SIGNATURE OF AGENT, OPERATOR OR MGR. (POSITON)

5

MITZIS TRLPARK **% EVELYN FAYE SIMERLY** 243 CEDAR LANE BRISTOL, TN. 37620



Ambre Torbett

From:	Heather Moore <hmoore@bristoltn.org></hmoore@bristoltn.org>
Sent:	Tuesday, February 19, 2019 10:34 AM
То:	Ambre Torbett
Subject:	Bristol Planning Commission sends a negative recommendation on the rezoning proposal on Cedar Lane
Attachments:	Sullivan County Rezoning Cedar Staff Recommendaton to PC.pdf

Ambre, good morning. The staff recommendation to Bristol Planning Commission is attached. The Planning Commission voted last night unanimously in favor of staff recommendation, to send an unfavorable recommendation to Sullivan County Commission on the rezoning proposal.

Ms. Simerly attended the meeting; I spoke with her.

Please let me know if you have any questions or if I can be of further assistance.

Enjoy your trip abroad!

Regards, Heather

Heather Moore, AICP Planner, City of Bristol, Tennessee 104 8th Street, Bristol, TN 37620 <u>hmoore@bristoltn.org</u> 423-989-5549

This e-mail is the property of the City of Bristol, TN and may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. The views and opinions expressed in this e-mail are those of the sender and are not necessarily those of the City of Bristol, TN.

REPORT TO THE PLANNING COMMISSION COUNTY REZONING RECOMMENDATION Case# RZZ19-573



Request:	Rezoning Recommendation from A-1 to R-3
Applicant/Owner:	Evelyn Faye Simerly
Location:	228 Emmett Way
Tax ID:	Map 55, Parcel 62.10 in UGB
Zoning:	A-1 (General Agricultural/Estate Residential) to R-3 (Manufactured Residential Dwelling Park District)
Meeting Date:	February 18, 2019

Background:

Property owner Evelyn Faye Simerly has submitted a request to Sullivan County for the rezoning of property located on Emmett Way in Sullivan County, Tennessee from A-1 (General Agricultural / Estate Residential District) to R-3 (Manufactured Residential Dwelling Park District). This area is located in Bristol's Urban Growth Area. Deed research shows that Ms. Simerly has owned the property since 1980. The site has been used as a manufactured dwelling park with ten (10) available pads existing on the property in 1980. The stated purpose of the rezoning request is "To occupy the trailer park; She wants to retain these sites in the old park."

The following pages contain a location map of the subject property along with images of the site.

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From Cedar Lane

Research of historic graphic records shows that seven (7) of the ten (10) pads have been occupied in the past approximate 20 years. The graphic below shows the three (3) current manufactured home sites in green, with the four (4) additional past pad sites (no longer occupied) shown in gray. Because the property is currently zoned A-l, when pad sites are vacant for thirty (30) months or longer, Sullivan County will not allow placement of new manufactured homes on the vacant pads.



Maps showing pads occupied over the past 20 years

Site Specifications:

General:

Sullivan County Property Accessor records (before Sullivan County Zoning and Codes) had the graphic file of the subject manufactured home park, called Mitzi's Trailer Park, which was included in the application packet, and is attached to this recommendation. The park currently holds three (3) mobile home sites on the ten (10) total pads. The manufactured home park has access to two (2) local roadways. It fronts for roughly 390 feet on Emmett Way, and is also adjacent to approximately 267 feet along Cedar Lane.

It is served by the City of Bristol for water services. Public sewer service is not available for the property. At the time this staff review was written, no record of sanitary sewage disposal approval was available through Tennessee Department of Environment and Conservation (TDEC).

	Existing Zoning	Existing Land Use	
Subject Property	Sullivan County, A-1 (General Agricultural / Estate Residential District)	Manufactured Home Park (3 pads ⁻ currently occupied)	
North	Sullivan County B-3 (General Business District)	Closed Commercial buildings	
South	Sullivan County A-1 (General Agricultural / Estate Residential District)	Single Family Residential	
East	Sullivan County A-1 (General Agricultural / Estate Residential District)	Single Family Residential	
West	Sullivan County A-1 (General Agricultural / Estate Residential District) &	Single Family Residential & Vacant	

Zoning and Land Use:

The majority of parcels surrounding the subject site are residential in use and are zoned A-1 (Agricultural / Estate Residential District). Properties to the west and east across Cedar Lane and Emmett Way are zoned A-1. Uses are residential and vacant. Adjacent property to the south is zoned A-1 and is used residentially. Properties immediately to the north of the subject parcel are zoned B-3. A manufactured home park is not included on the list of allowed uses for the B-3 district.



The current A-1 zoning designation (see attached "Sullivan County Zoning Descriptions") is designed to provide suitable areas for single-family residential development located in a rural environment. The A-1 zone provides a density element of approximately 2 lots per acre, or a lot minimum size of 20,000 square feet when public water is provided but public sanitary sewer is not available. The A-1 density requirements are met by this property.

The proposed R-3 zoning designation of Sullivan County is designed to provide suitable areas for manufactured home parks where sufficient urban facilities exist, specifically including public water service, public sewer service, and transportation systems adequate to accommodate higher population densities. Public water service is provided here by City of Bristol. Public sewer service is not available. Communication with the Sullivan County office of Tennessee Department of Environment and Conservation (TDEC) resulted in no record of subsurface sewage approval for any manufactured home at this location. The R-3 district specifies an adequate transportation system, preparing for future use. Cedar Lane is a local road, as is Emmett Lane.

In the R-3 zone, manufactured home parks are allowed a density of five (5) units per acre; at just over 2 acres, this would allow ten (10) units at this location. The Sullivan County Zoning Resolution's minimum manufactured home park lot size in the R-3 zone is stipulated at three (3) acres minimum. The subject manufactured home park has 2.29 acres, which is less than the 3 acre minimum requirement.

In summary regarding site specifications:

- Public water service is available
- · Public roads of sufficient capacity are available
- Public sanitary sewer service is not available
- While the density requirement of 2 units per acre is met the 3 acre minimum lot size for a manufactured home development is not met.

Another concern arises if this property were to be rezoned to R-3 zone. The proposed zone of R-3 is not adjacent at any point to the subject parcel's property lines or in the vicinity of the subject parcel. This parcel becoming zoned R-3 would benefit only the subject parcel owner, not the surrounding properties or the community. Staff believes this should be considered spot zoning.

Land Use Plan and Policy:

The City of Bristol Future Land Use Map indicates the area will be developed as low density residential, as shown below. One of the key principles of the Future Land Use Plan and Policy is to utilize land resources in a manner that contributes to community health, safety, and quality of life. A key element within Policy 2 of the Plan is to protect the character of residential neighborhoods. The proposed R-3 zone is compatible with the Land Use Plan and Policy in working to maintain the low density character of this area.



Staff Recommendation:

Due to the following staff recommends the Bristol Tennessee Municipal Regional Planning Commission send an unfavorable recommendation to the Sullivan County Commission for the request to rezone the subject property from A-2 to R-3:

- Staff considers this spot zoning.
- The proposed R-3 zone is incompatible with the City's Future Land Use Plan and Policy.

- Minimum lot size of 3 acre is not met for a manufactured home development.
- Public sanitary sewer service is not available.
- Rezoning to R-3 is not compatible with the surrounding neighborhood characteristics.

Heather Moore, AICP

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Planner

SULLIVAN COUNTY ZONE DESCRIPTIONS

A-1. General Agricultural/Estate Residential District - These districts are designed to provide suitable areas for single-family residential development located within a rural environment. Residential development consists of single-family residential detached dwellings and such other structures as are customary and accessory, thereto. The intensity of development permitted within these districts is directly related to the availability of public water service. These districts also include community facilities, public utilities, and open uses, which serve specifically the residents of these districts, or that are benefited by an open residential environment without creating objectionable or undesirable influences upon residential developments. These districts provide for large tracts and open space on the fringe of higher densities of residential development and may transition into other districts as development evolves. These districts shall also provide for customary home occupations and farm employee housing situated on the large farming tracts (see definition in Appendix) and singlewide mobile homes on individual parcels.

R-3. Manufactured Residential Dwelling Park District- The R-3 Districts are designed to provide suitable areas for manufactured home parks where sufficient urban facilities, <u>specifically including public water service</u>, <u>public</u> ever service and transportation systems adequate to accommodate these higher population densities as specifically reviewed and approved by the Regional Planning Commission. These districts also permit community facilities, public utilities, and open uses which serve specifically the residents of these districts, or that are benefited by an urban residential environment without creating objectionable or undesirable influences upon residential developments. It is the express purpose of this resolution to exclude from these districts all buildings or other structures and uses having commercial characteristics, whether operated for profit or otherwise, except that uses on review, supplemental provisions, and home occupations specifically provided by these regulations for these districts shall be considered as not having such characteristics if they otherwise conform to the provisions of this resolution.

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Communication and the second of the second communication to the Sullivan Country Roard

Property Owner . Chebresinerives Lvelvn Fave

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Phone 222 308 6432 DeteronRequeer 0/209/2010 Property Country in Convolution

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Signature of Applicant 33

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OFFICETURE ONIN Meeting/Date <u>02/18/2019</u> Time <u>0:00PM</u>

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	State of Tennessee Comptroller of the Treasur Real Estate Assessment Date	¥.
Home About	Real Estate Assessment Data	
County Number: 082	County Name: SULLIVAN	
Property Owner and	Malling Address	
Jan 1 Owner: SIMERLY EVELYN FAYI 243 CEDAR LN BRISTOL, TN 37620	E	
Property Location		
Address: EMMETT WAY		
Map: 055 Grp;	Ctri Map: 055 Parcel: 062.10 Pi: S/I: 000	
Value Information		
Reappraisal Year: 201	7	
Land Mkt Value:	\$48,200	
improvement Value:	\$4,200	
Totai Market Appraisal:	\$52,400	
Assessment %:	40	
Assessment:	\$20,960	
General Information	· · ·	
Class:	08 - COMMERCIAL	
City #:	000 City:	
SSD1:		
District:	000 SSD2: 01 Mkl Area:	
# Bidgs:	0 # Mobile Homes;	
Utilities - Water / Sewer:	03 - PUBLIC / INDIVIDUAL Utilities - Electricity:	

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Parcel Detail

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https://assessment.cot.m.gov/RE_Assessment/ParcelDetailIMPACTaspx

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Utilities - Gas / Gas Ty	pe:		00 - NONE	Zoning:	
Subdivision Data					
Subdivision: SIMEF Plat Bk: 8 Pla	RLY PROP I t Pg: 140	Block:	Lot:		
Additional Descri	otion				
Building Informati	on				
Extra Features			•		
Bidg/Card# 1	Type MH PARK SITE	PADS	•	Description	Unita 10
Sale Information					
Sale Date 01/30/1980	Price \$0	Book 192	Paga NA		Type Instrument
Land Information					
Deed Acres: 2.29	Cale Acr	ba: 0.00	Total Lar	d Units: 2.29	
Land Type: 07 - MH F	PARK S	oil Ciess:	Unite:	2.29	
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A. BOB ICENHOUR SULLIVAN COUNTY OFFICE OF PROPERTY ASSESSMENTS P.O. BOX 587 BLOUNTVILLE, TN 37617



JANUARY 1, 1997

PHONE NUMBER 323-8465 FAX NUMBER 279-2808

DIST. 1 MAP 55 GROUP CONT. MAP 55 PARCEL 62.10

PLEASE LIST ONLY THE MOBILE HOMES LOCATED ON YOUR PROPERTY AS OF JANUARY 1, 1997 AND RETURN TO THE ADDRESS ABOVE NO LATER THAN MARCH 1, 1997. ALSO LIST ANY MOBILE HOMES THAT HAS LEFT YOUR PARK DURING THE PREVIOUS YEAR.

EXAMPLE. IF A PAD OR LOT IS NOT OCCUPIED AS OF JANUARY 1, 1997, PLEASE LIST ON FORM AS VACANT. THIS ALLOWS OUR OFFICE TO DELETE THE MOBILE HOME OUT OF YOUR PARK AND PREVENTING YOU FROM RECEIVING A TAX NOTICE ON A MOBILE HOME NO LONGER THERE.

1. NOMBER	OF ACRES USED IN PARK ?	2.13								
2. NAME OF	LAND OWNER 2 Evelyn FAY	te Simerly								
	ADDRESS OF LAND OWNER : ET AND NUMBER OR ROUTE	43 Cedar LANC								
POST	OFFICE BRISTIL TH	ZIP CODE 37620								
4. NAME OF MOBILE HOME PARK ? MITZIS TRL PARK										
5. LOCATION OF MOBILE HOME PARK ? Hy Buskicovus Rd - Ermett Rd 6. NAME OF OPERATOR OR MANAGER ? Evelyo Faye Simerly 7. NUMBER OF SPACES, LOTS OR PADS ? 10										
						8. NUMBER OCCUPIED JANUARY 1, THIS YEAR ? 5				
						9. NUMBER	VACANT JANUARY 1, THIS YEA	LR ? 5		
		TION CONTAINED IN THIS REPORT HE BEST OF MY KNOWLEDGE AND								
022597	878 8432	Early Joye Stmely								
DATE	PHONE NO.	SIGNATURE OF LAND OWNER								

SIGNATURE OF AGENT, OPERATOR OR MCR. (POSITON)

MITZIS TRLPARK & EVELYN FAYE SIMERLY 243 CEDAR LANE BRISTOL, TN. 37620








Adding at Data Source: Source Counces Carl Source Counces Carl Manage Carl Carl Survey Counces





SULLIVAN COUNTY Planning & Codes Department 3411 Highway 126, Suite 30 Blountville, TN 37617 Office: 423.323.6440 Fax: 423.279.2886

NOTICE OF REZONING REQUEST

Dear Property Owner:

Please be advised that Gladys Simertly has applied to Sullivan County to rezone property located at 243-Cedar Lane from A-1 (General Agricultural/Estate Residential District) to R-3 (Manufactured Residential Dwelling Park District) for the purpose of allowing her to retain the mobile home sites in the old Park.

Bristol Regional Planning Commission - 6:00PM on 02-18-2019 (Monday night)

County Commission public hearing - 6:00PM on 03-21-2019 (Thursday night)

The Bristol Planning Commission will meet in the Easley Annex Building at 104 8th Street Bristol Tennessee.

The Sullivan County Commission meeting is held in the Old Historic Sullivan County Courthouse, 2nd Floor Commission Hall at 3411 Highway 126, downtown Blountville. Please let the Bristol Planner know if you need any special assistance for these public meetings at (423-989-5514).

Regards.

Tim Earles CBI-CPI-CRMI Building Commissioner Property Maintenance Administrator Flood Damage Prevention Administrator Zoning Administrator Sullivan County Planning & Codes Dept. building@sullivancountytn.gov

Planning & Development Services - Building Permits - Property Maintenance - Zoning - GIS - Stormwater Management - Floodplain Management - Historic Preservation

www.sullivancountytn.gov Balancing Progress and Preservation through Planning

> From: Heather Moore [mailto:hmoore@bristoltn.org] Sent: Friday, February 08, 2019 12:54 PM To: Ambre Torbett Subject: Rezoning application 235 Cedar Lane ~ owners?

Ambre, hello.

It appears from current property assessor's records that Evelyn Faye Simerly owns 243 Cedar Lane. The application includes both her and Gladys Simerly. I just want to make sure Gladys is also owner before I include her in my review, but do not see evidence.

Thank you.

Heather Moore, AICP Planner, City of Bristol, Tennessee 104 6th Street, Bristol, TN 37620 <u>hmoore@bristolin.org</u> 423-989-5549

This e-mail is the property of the City of Bristol, TN and may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. The views and opinions expressed in this e-mail are those of the sender and are not necessarily those of the City of Bristol, TN.

Heather Moore

From:	Ambre Torbett <planning@sullivancountytn.gov></planning@sullivancountytn.gov>
Sent:	Friday, February 08, 2019 4:31 PM
To:	Heather Moore
Subject:	RE: Rezoning application 235 Cedar Lane - owners?

Yes, sorry about that. Just Evelyn. Using Cedar Lane. Her mailing address is NOT the same as physical address of rezoning request.

Ambre M. Torbett, AICP

Director, Planning & Codes Dept. Sullivan County Government 3411 Hwy. 126, Suite 30 Blountville, TN 37617 423.323.6440 main office 423.279.2603 direct line 423.279.2886 fax www.sullivancountytn.gov

Balancing Progress and Preservation through Planning

From: Heather Moore (<u>mailto:hmoore@bristoltn.org</u>) Sent: Friday, February 08, 2019 4:26 PM To: Ambre Torbett Subject: RE: Rezoning application 235 Cedar Lane - owners?

Ok, thanks. Do I have your permission to mark out <u>Gladys</u> as property owner on the rezoning application? As for address, the parcel at 62.10 appears to be addressed using Emmett Way, as location. Do I have your permission to mark out the address and use the location of Emmett Way?

Thank you, Heather

Heather Moore, AICP Planner, City of Bristol, Tennessee 104 8° Street, Bristol, TN 37620 hmoore@bristoltn.org 423-989-5549

From: Ambre Torbett [mailto:planning@sullivancountytn.gov] Sent: Friday, February 08, 2019 1:58 PM To: Heather Moore Subject: RE: Rezoning application 235 Cedar Lane - owners?

Parcel 62.10 is only owned by Evelyn Faye Simerly. The larger parcel next to it is owned by both. My secretary first had the wrong parcel. Evelyn, only wants her existing mobile home park rezoned to R-3 not the larger tract behind. Sorry about that.

Ambre M. Torbett, AICP

Director, Planning & Codes Dept. Sullivan County Government 3411 Hwy. 126, Suite 30 Blountville, TN 37617 423.323.6440 main office 423.279.2603 direct line 423.279.2886 fax







Address Data Source: Setting County, Suth Co 911 Kingapon: Kor Sig Johnson: Cay JC Sig Brach: Basic 511



<u>Gladys & Evelyn Simerly</u>

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Gladys &

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Manager and the

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Gladys & Evelyn Simerly







SULLIVAN COUNTY Planning & Codes Department 3411 Highway 126, Suite 30 Blountville, TN 37617 Office: 423.323.6440 Fax: 423.279.2886

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Regards,

Tim Earles CBI-CPI-CRMI Building Commissioner Property Maintenance Administrator Flood Damage Prevention Administrator Zoning Administrator Sullivan County Planning & Codes Dept. building@sullivancountytn.gov

PETITION TO SULLIVAN COUNTY FOR REZONING

A request for rezoning is made by the person named below; said request to go before the Sullivan County Regional Planning Commission for recommendation to the Sullivan County Board of Commissioners.

Property Owner: <u>Blackburn Holdings LLC</u> Address: <u>2057 Hwy 75</u> <u>Blountville TN 37617</u> Phone <u>423.979.2220</u> Date of Request <u>01/14/2019</u> Property Located in <u>Civil District</u> Signature of Applicant	OFFICE USE ONLY Meeting Date 02/19/2019 Time 6:00PM Place Historic Courthouse, 2 nd Floor Commission Chambers, Blountville, TN Planning Commission Approved 02/18//9 Denied County Commission Approved 03/21/19 Denied Other Final Action Date
PROPERTY IDENT	TIFICATION
Tax Map No. <u>079</u> / Group	/ Parcel <u>12832</u>
Zoning Map <u>16</u> Zoning District <u>M-1</u>	Proposed District <u>B-3</u>
Property Location : <u>2057 Hwy 75</u>	N.
Purpose of Rezoning: <u>Future Development of a Com</u>	<u>merical Business</u>

The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, ____.

Notary Public

My Commission Expires:

F. SULLIVAN COUNTY ZONING RESOLUTION TEXT/MAP AMENDMENTS:

F1. Rezoning Request: M-1/Manufacturing to B-3/General Business – Future Retail Store

<u>FINDINGS OF FACT –</u> Property Owners: Applicants: Representative: Location: Civil district:	(formerly owned by Marsh LP Gas Co.) new owners Blackburn Holdings, LLC same Jacob Grieb, PE – Mattern & Craig Engineers, local 2058 Hwy. 75, Blountville 7th
Development Plan:	in process
Parcel ID: Surveyor:	Tax Map 079, Parcel 128.32 Mattern & Craig
Engineer:	Mattern & Craig
Architect:	Casco Architect
Growth Boundary: Utility District:	Sullivan County Planned Growth Area
Public Sewer:	Johnson City
Proposed Zoning:	B-3
Surrounding Zoning:	A-1, M-1, B-3
Land Use Plan 2006-2026: Neighborhood Opposition:	Future Commercial Corridor

Staff Field Notes and General Comments:

- The owners would like to rezone the undeveloped lot for a future retail store.
- The site is located between the No-Kill Bridge Home animal shelter and the Fantasy Limo Company along Hwy 75.
- Staff recommends in favor of this request as it is in keeping with the commercial development and redevelopment along this corridor on the way to the airport and is supported by public utilities and the future land use plan policies.

Meeting Notes at Planning Commission:

- Staff presented her findings and recommendation.
- Jacob Grieb, engineer for Mattern & Craig was present to speak on the request representing the buyer.
- Discussion followed.
- On a motion by John Moody and seconded by Linda Brittenham, the members voted unanimously in favor of forwarding a recommendation to the County Commission for this rezoning from M-1 to B-3.
- Staff stated that the final reading and public hearing for this case was set for Thursday, March 21, 2019 at 6PM during the regular meeting of the County Commission.

	State of	Tennessee	🚱 Comptrol:	er of the Trea	sury	
	Keal	Estate	Assess	ment Da	ita	
	1997 - 19					
County Number: 082		Coun	ty Name: SULLIVA	N		Tax Year: 2019
Property Owner and	H Mailing Address					
	a manning Address					
Jan 1 Owner; MARSH LP GAS OF KINGSPORT LLC 253 BAILEYTON RD						
GREENVILLE, TN 3774	15					
Property Location						
Address: HWY 75 2057						
Map: 079 Grp:	-	Parcel: 128.32	PI: S/I:			
Value Information		ulcel: 120.32	PI: S/I: (. ' OO		
value information						
Reappraisal Year: 20	17					
			-			
Land Mkt Value:	\$55,900					
Improvement Value:	\$0					
Total Market Appraisa						
Assessment %:	25					
Assessment: General Information	\$13,975					
Class:	00 - F	RESIDENTIAL				
City #:		000	City:			
SSD1:		000	SSD2:			000
District:		18	Mkt Area:			A54
#Bldgs:		0	# Mobile Homes:			0
Utilities - Water / Sewer:	03 - PUBLIC (INDIVIDUAL	Utilities - Electric	ity:		01 - PUBLIC
Utilities - Gas / Gas Type:		00 - NONE	Zoning:			
Subdivision Data						
Subdivision: BROOKS F	PROP DIV					
Plat Bk: 52 Plat P	g: 449 Block;	Lot: 2				
Additional Descriptio	on					
Building Information						
anding mornation						
ixtra Features						
ale Information						
Sale Date	Price Book	D	No. 6			
	28,100 2352C \$C 764C	Page 181 601	Vau/ Imp VACANT	Type Instrument WD	Qualification A	

Parcel Detail

1114/2018

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	Deed Acres	: 1.71	Calc Acres	: 0.00	Total Land	Units: 1.71		
	Land Type:	03 - SMALL 1		Soil Class:		: 1.71		
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January 14, 2019

To Whom it May Concern,

I/We Marsh LP Gas of Kingsport LLC the current owners of Property located at 2075 Hwy 75 Sullivan County Tennessee parcel number 079 128.32 give "Blackburn Holding LLC" permission to file for rezoning parcel number 079 128.32 on our behalf. If you have any questions please contact me at Chris Marsh President of Marsh LP Gas of Kingsport LLC.

Sincerely Yours,

(' _____

Chris Marsh President Marsh LP Gas of Kingsport LLC

423 639-7226

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement is executed, delivered and made effective as of the Effective Date (as hereinafter defined) by and between the following parties: Marsh LP Gas of Kingsport, LLC (hereinafter collectively referred to as "Seller or Sellers") and Blackburn Holdings, LLC, a Mississippi Limited Liability Company or its assigns (hereinafter referred to as "Purchaser").

Preliminary Statements

Seller is the owner of and has the right to sell and convey the property located at 2057 Highway 75, identified by Parcel ID Number 079 128.32 in the County of Sullivan State of Tennessee and more particularly described on <u>Exhibit A</u>, together with all improvements thereon, if any, and all easements and other rights and privileges appurtenant thereto (collectively the "Property"). Seller desires to sell and convey the Property to Purchaser and Purchaser desires to purchase and acquire the Property from Seller upon the terms and conditions hereinafter set forth.

Agreement

In consideration of the foregoing Preliminary Statements and the mutual promises herein set forth, the parties hereby make this Agreement on the following terms and conditions, intending to be bound hereby:

ARTICLE I

Purchase Price: Earnest Money Deposit

Section l(a) - Sale and Purchase. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase, pay for and acquire from Seller, the Property for the Purchase Price specified in l(b) and on the other terms and conditions set forth in this Agreement.

<u>Section 1(b) - Purchase Price</u>. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Two Hundred Five Thousand and no/100 Dollars (\$205,000). Purchase Price shall be due and payable in immediately available funds at the Closing, subject to adjustments for certain charges and credits as provided in this Agreement.

<u>Section 1(c) - Earnest Money Deposit</u>. Upon execution of this Agreement, Purchaser shall deposit with Tumer Law PLLC (identified hereinafter as "Closing Agent") the sum of One Thousand and no/100 Dollars (\$1,000.00) (the "Earnest Money Deposit"). Closing Agent shall deposit the Earnest Money Deposit into Closing Agent's IOLTA Foundation Trust Account. If the transaction for the sale, conveyance and purchase of the Property is closed as provided in this Agreement, then the Earnest Money Deposit shall be applied as part of the payment of the Purchase Price for the Property at the Closing. If the aforementioned transaction is not closed solely because of a default by Purchaser hereunder, then Closing Agent shall pay the Earnest Money Deposit to Seller as fixed and liquidated damages, and in full satisfaction of all causes of action, claims, demands, damages and remedies that Seller might have against Purchaser as a result of such default. The parties have mutually agreed upon such liquidated damages, not

Seller's Initials

Page 1

Purchaser's Initials 239

as a penalty but as a mutually agreeable amount to compensate Seller for its damages and expenses and to avoid for both parties expensive and vexatious litigation. If the aforementioned transaction is not closed because of Seller's failure to perform hereunder, or because either party has the right to terminate and has effectively terminated this Agreement within the applicable time period specified for such right, or for any other reason, then Closing Agent shall, without prejudice to any right or remedy that Purchaser may have (at law, equity or otherwise) refund and return to Purchaser the Earnest Money Deposit within 10 days after such event. In the event of a dispute over the disposition of the Earnest Money Deposit, Closing Agent shall retain the Earnest Money Deposit until (i) Purchaser and Seller have settled the dispute; (ii) disposition has been ordered by final court order; or (iii) Closing Agent deposits the Earnest Money Deposit with a court pursuant to applicable court procedures.

ARTICLE II

Closing and Possession

<u>Section 2(a) - The Closing</u>. The transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other closing instruments specified for the Property as provided in §9 and by the payment of the Purchase Price for the Property as provided in §1 (the "Closing") by courier or at a place in Sullivan County, State of Tennessee and on a Business Day designated by Purchaser that is no later than thirty (30) days after the expiration of the Due Diligence Period (defined hereinafter as the "Closing Date").

<u>Section 2(b) - Possession</u>. Possession of the Property shall be delivered to Purchaser on the Closing Date free and clear of any leases or encumbrances.

ARTICLE III

Inspection of the Property

<u>Section 3(a) - Examinations, Inspections, Studies, and Tests</u>. Purchaser and its representatives shall have the right to enter upon and have access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Purchaser may deem necessary or desirable in Purchaser's sole discretion, including without limitation surveys, soil tests, environmental audits and tests, feasibility studies and appraisals; and after conducting the same, Purchaser shall, if this transaction does not close, repair any damage caused thereby and restore the Property to substantially the same condition which existed prior to such examinations, inspections, studies and tests.

<u>Section 3(b) - Indemnification of Seller</u>. Purchaser shall indemnify and hold Seller harmless from and against any liability, loss, damage, claim, cost or expense which may have resulted or may result from any such entry upon or inspection of the Property by Purchaser as provided in §3(a) above, except for liabilities, losses, damages, claims, costs or expenses arising out of conditions existing prior to such entry, inspection or test.

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Page 2

Purchaser's Initials $_{\bigcirc} 23$

ARTICLE IV

Purchaser's Contingencies

<u>Section 4(a) - Enumeration of Purchaser's Contingencies</u>. Purchaser's obligations under this Agreement are specifically subject to the following conditions precedent and contingencies (collectively "Purchaser's Contingencies" and individually a "Contingency"), which may be satisfied or waived solely by Purchaser in its sole and absolute discretion and at its expense within the time-period hereinafter specified for each enumerated category of Purchaser's Contingencies:

> (i) <u>General Due Diligence</u>. On or before One Hundred and Eighty (180) days following the full execution of this Purchase and Sale Agreement (defined hereinafter as the "Due Diligence Period"), Purchaser shall have satisfied itself in Purchaser's sole and absolute discretion as to the suitability of the Property for Purchaser's intended development of the Property for a commercial retail store (the "Intended Use").

> (ii) <u>Special Purchaser Contingencies</u>. Purchaser's obligations under this Agreement-are subject to the following Purchaser development contingencies (collectively, the "Special Purchaser Contingencies"):

(A) The City of Blountville, Sullivan County or other applicable governmental authorities or agencies approving each of the following, as applicable: (1) the development of the Property for the Intended Use, including site plan approval and any necessary re-zoning or zoning variance; (2) subdivision or combination approval, if necessary; (3) septic tank and/or drainage field installation; and (4) access availability to the Property for the Intended Use. Purchaser agrees to diligently pursue such approvals and Seller agrees to provide its best efforts to assist the Purchaser in receiving such approvals. Purchaser shall have the right to terminate this Agreement by written notice to Seller if Purchaser determines that it will be unable to obtain the necessary approvals.

(B) The issuance of all necessary construction permits by applicable authorities.

(C) Receipt of approval of the site by the real estate committee of Purchaser's primary tenant.

(iii) So long as Purchaser is diligently pursuing the satisfaction of the foregoing Special Purchaser Contingencies, the Due Diligence Period shall automatically be extended beyond the 180-day period to allow Purchaser sufficient time to satisfy the Special Purchaser Contingencies. If the Purchaser reasonably determines that it will not be possible to satisfy the Special Purchaser Shall have the right to terminate this Agreement (even after the 180-day period), the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except with respect to the obligations that expressly survive termination, as provided herein.

Seller's Initials

Page 3

Purchaser's Initials _______3

Section 4(b) - Effect of Failure to Satisfy Purchaser's Contingencies. If Purchaser is unable to satisfy and is not willing to waive any of Purchaser's Contingencies within the applicable time period specified for each in $\S4(a)$, then Purchaser shall have the right, at its option and discretion, to terminate this Agreement by giving to Seller written notice of such termination and Purchaser's Earnest Money Deposit shall be returned to Purchaser.

<u>Section 4(c) - Seller's Deliveries</u>. To facilitate Purchaser's evaluation of the Property during the Due Diligence Period and within fifteen (15) days following the Effective Date, Seller shall provide Purchaser with complete and accurate copies of all documents that relate to the acquisition, ownership, development, zoning, use, operation, construction, management and/or maintenance of the Property or any part thereof (collectively referred to as the "Due Diligence Documents"). All such Due Diligence Documents shall become the property of Purchaser at the Closing; provided, however, if the transaction for sale and purchase set forth herein does not close, the Due Diligence Documents shall be returned to Seller promptly following Seller's request therefore.

<u>Section 4(d) – Required Items from Seller</u>. Within sixty (60) days following the Effective Date, Seller is required to obtain and provide all necessary easements that are required by Purchaser in order for Purchaser to have adequate ingress/egress and adequate utility service available (including but not limited to water, sanitary sewer, storm sewer, gas, and electric) for Purchaser to tie onto for Purchaser's Proposed Development.

ARTICLE V

Representations and Warranties

<u>Section 5(a) - Seller's Representations and Warranties</u>. Seller hereby represents and warrants to Purchaser the truth and accuracy of each of the following, both as of the date of this Agreement and, to the extent applicable, as of the Closing Date:

(i) <u>Municipal Charges</u>. All real estate taxes, assessments, water and sewer charges and other municipal charges attributable to the Property, to the extent due and owing, have been paid in full, or will be paid in full at the Closing.

(ii) <u>Off Record Interests</u>. There are no contracts or agreements, written or oral, affecting the ownership of the Property, and Seller has no knowledge of any off-record or undisclosed legal or equitable interest in the Property that is owned or held by any other Person. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy (or under any other debtor relief laws) contemplated by or threatened against Seller or the Property which would adversely affect Seller's interest in the Property, performance under this Agreement or Purchaser's title to or use of the Property subsequent to the Closing.

(iii) <u>Mechanics' Liens</u>. No work has been done by Seller on the Property which could give rise to any mechanics or similar liens and no contracts are outstanding or are in effect with respect to the performance of any such work. If any such work is performed prior to the Closing Date, Seller shall discharge all obligations arising there from, and shall remain liable

Seller's Initials

Page 4

Purchaser's Initials 093

after the Closing Date for the discharge of all such obligations. Seller shall provide the Title Company which will issue the title policy described in §6 with an affidavit in such form as will permit the title policy to be issued without exception for mechanic's liens.

(iv)No Violations. The Property is not in violation of any federal, state, local or administrative law, ordinance, rule, regulation or requirement including, without limitation, those pertaining to zoning, building, health, safety or environmental matters (collectively, "Laws").

(v) <u>Claims</u>. There is not any litigation or claim pending, threatened against or involving the Property and, to the best of Seller's knowledge, there are no facts or circumstances which could give rise to such claim or litigation.

(vi) <u>Condemnation</u>. Seller has not received notice of, and has no other knowledge or information of, any pending or contemplated condemnation action with respect to the Property.

(vii) <u>Authority</u>. If Seller is anything other than an individual or natural person, Seller is organized and in good standing under the laws of the State of Tennessee and, if such state is a state other than Tennessee, Seller is duly authorized to conduct business in the State of Tennessee. Seller has full power and authority to enter into this Agreement and carry out the transactions contemplated hereby, and is duly authorized to execute this Agreement and any deeds, assignments or other instruments or documents reasonably necessary to carry out the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any of the provisions hereof, will conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which any part of the Property may be bound, or violate any Laws or material license, permit, order, injunction, decree, statute, rule or regulation applicable to Seller or any part of the Property.

(viii) <u>Hazardous Materials</u>. There is not any Hazardous Materials on the Property. Hazardous Materials shall be defined any "hazardous substance", "toxic substance", "contaminant", or "pollutant" (as those terms are defined under any federal, state, or local law or regulation, or common law, pertaining to health, safety or environmental protection, as from time to time amended, referred to herein in the aggregate as "hazardous substance laws"), petroleum product or asbestos in, on or about the Property.

(ix) <u>Full Disclosure</u>. Seller has made full disclosure to Purchaser of all material facts relating to the acquisition, ownership and operation of the Property, including any facts necessary to make any document or disclosure not misleading.

(x) <u>Leaseholds and other Encumbrances</u>. There are no leaseholds or any other contracts involving Property. There is not debris buried underground or no manholes on Property.

Seller's Initials

Purchaser's Initials _____3

(xi) <u>Access</u>. The property has full, free and unimpeded access from a public street and all approvals necessary have been obtained, and are, and will be as of the Closing date in full force and effect.

<u>Section 5(b) – Seller's Covenants.</u> Seller shall timely perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement. Furthermore, Seller shall not place or allow to be placed any lien or encumbrance on the Property (or place or allow to be placed any additional exception to title), or change or allow to be changed the status of title to the Property during the term of this Agreement without the prior written consent of Purchaser. In compliance therewith, Seller shall execute contemporaneously with the execution of this Agreement the <u>Exhibit B</u> attached to this Agreement and made a part hereof, and, at Closing, the RCA referenced in the Exhibit B attached to this Agreement and made a part hereof.

ARTICLE VI

Survey: Title Matters and Insurance

<u>Section 6(a) - Survey</u>. Before Closing, Purchaser shall provide a certified boundary survey and legal description of the Property (the "Survey"). Such Survey shall be prepared and certified to Seller, Purchaser, the Title Company, and any other Person which Purchaser may designate by a registered surveyor or engineer who is licensed to practice in Tennessee and shall be based upon an actual field survey based on ALTA requirements for the issuance of an owner's policy of title insurance covering the Property without the standard, pre-printed survey exception and shall include an accompanying legal description of the Property.

Section 6(b) - Title Commitment. Prior to Closing, Purchaser shall order and obtain from a title company (the "Title Company"), its commitment for the issuance of an owner's policy of title insurance on ALTA Form B-1992 with respect to the Property (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except (i) those standard exceptions for an owner's policy, (ii) nondelinquent real estate taxes and assessments affecting the Property, and (iii) building setback lines, rights-of-way, easements, covenants, conditions, restrictions, reservations and leases of record affecting the Property; shall be issued in favor of Purchaser as the proposed insured; and shall be in the aggregate dollar amount of the Purchase Price for the Property or in a higher dollar amount if requested by Purchaser and if the premium on the dollar amount exceeding the Purchase Price for the Property is paid by Purchaser.

ARTICLE VII Brokers

<u>Section 7(a) - Brokers</u>. The parties acknowledge that Randall Commercial Group, LLC, a Mississippi limited liability company, solely represents the Purchaser in this transaction and does not represent the Seller. The Seller is represented by Land Partners. Randall Commercial Group, LLC and Land Partners shall be paid a commission equal to 10%, to be split 50/50, of the total transaction cost by Seller at Closing. It is further acknowledged and hereby disclosed that an owner/agency relationship exists between Randall Commercial Group, LLC and Blackburn Holdings, LLC ownership for the Property as associates with Randall Commercial Group, LLC will have an ownership interest in Property and its future development/improvements. Broker

Seller's Initials

Page 6

Purchaser's Initials

hereby agrees to indemnify, defend and hold Buyer and Sellers harmless from and against any and all costs, expenses, liabilities, claims and/or obligations for brokerage fees or commissions from any other parties in connection with the sale of the Property.

ARTICLE VIII

Closing Costs

<u>Section 8(a) - Survey and Title Insurance Costs</u>. Purchaser shall pay all costs related to the preparation of the Survey and premiums for the Title Insurance Policy.

Section 8(b) - Conveyance, Recording and Escrow Fees. Any conveyance, recording and escrow fees will be paid by Purchaser.

Section 8(c) - Real Estate Taxes and Assessments. Seller shall pay or credit against the Purchase Price all assessments affecting the Property, regardless of whether such assessments are a lien on the Property or payable as of or after the Closing; all agricultural use tax recoupments; and all real-estate taxes, including penalties and interest, for calendar years prior to the year of the Closing. All real estate taxes for the calendar year of the Closing which have not been paid shall be apportioned and pro-rated between the parties as of the Closing Date, regardless of the collection date therefore.

<u>Section 8(d) - Other Expenses</u>. Each party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other Persons not otherwise expressly provided for in this §8 or in other provisions of this Agreement.

ARTICLE IX

Closing Instruments

<u>Section 9(a) - Instruments to be Delivered by Seller</u>. At the Closing, Seller shall execute and deliver to Purchaser the following instruments:

(i) <u>Deed</u>. A recordable general warranty deed which conveys to Purchaser good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions.

(ii) <u>Seller's Affidavit</u>. A seller's closing affidavit given by Seller to Purchaser and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within 90 days prior to the Closing and with respect to any other matter which is reasonably required for the issuance of the owner's and mortgagee's policies of title insurance as provided in §6 hereof.

(iii) <u>Authority</u>. One or more certificates of the Seller regarding the authority of the Person or Persons who sign this Agreement and the other closing instruments on behalf of Seller.

Seller's Initials

Page 7

Purchaser's Initials $_{\bigcirc}$ 33

<u>Section 9(b) - Instruments to be Delivered by Purchaser</u>. At the Closing, Purchaser shall execute and deliver to Seller the following instruments:

(i) <u>Authority</u>. One or more certificates of the Purchaser regarding the authority of the Person or Persons who sign this Agreement and the other closing instruments on behalf of Purchaser.

(iv) <u>Closing Statement</u>. A closing statement, a real property conveyance fee statement and any other document which may be reasonably requested by the Title Company.

ARTICLE X

Risk of Loss or Damage; Appropriation

<u>Section 10(a) - Risk of Loss or Damage</u>. Seller shall bear the risk of loss or damage to the Property until the Closing.

<u>Section 10(b) - Appropriation</u>. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall forthwith notify Purchaser thereof.

ARTICLE XI

Defaults and Remedies

If either party should fail to perform any of its obligations under this Agreement before the Closing within the applicable time period specified herein, or if no such time period has been so specified, within 10 days after the other party has given to the defaulting party written notice of such event, then the other party shall have the right, at its option and without further notice, to demand delivery of or request the return of the Earnest Money Deposit, as the case may be. Payment of the Earnest Money Deposit to Seller shall constitute Seller's sole and exclusive damages and remedy as provided in §2, while return of the Earnest Money Deposit to Purchaser shall be without prejudice to any remedies at law or equity that may be available to Purchaser, including an action for damages and/or specific performance.

ARTICLE XII

Miscellaneous Provisions

<u>Section 12(a)</u> - <u>Notice</u>. Any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and shall be given only by certified mail or by nationally recognized overnight mail carrier. Any such notice shall be deemed to have been given when the letter is deposited in the mail, postage or charges prepaid, and directed to:

Purchaser:

Blackburn Holdings, LLC Attn: David B. Blackburn 2088 Old Taylor Road Oxford, MS 38655 Seller:

Marsh LP Gas of Kingsport, LLC Attn: Chris Marsh 253 Baileyton Road Greeneville, TN 37745

Seller's Initials

Page 8

Purchaser's Initials 233

With copy to: Cathy Mullins Land Partners 2409A Volunteer Pkwy Bristol, TN 37620

Section 12(b) - Complete Agreement: Amendment; Waiver; Counterparts. This Agreement, including all attached exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof; it supersedes all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary its terms; and neither it nor any of its provisions may be amended or waived other than by a written instrument executed and delivered by the parties. This Agreement or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument.

<u>Section 12(c) - Governing Law; Severability</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

<u>Section 12(d)</u> - <u>Successor and Assigns: Assignment</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Purchaser shall have the right to assign its rights, interests and obligations under this Agreement to any Person without the approval or permission of Seller. Otherwise, neither party shall have the right to assign this Agreement or any interest herein without the prior written consent of the other party. In the event of any such assignment, whether or not such consent is required, the assignor shall continue to be liable and responsible for the performance and observance of all duties and obligations that were allocated to it under this Agreement before the assignment.

Section 12(e) - Survival of the Agreement. The promises, terms, conditions, representations, warranties and provisions of this Agreement shall survive the closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Agreement, then the applicable provisions of this Agreement shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

<u>Section 12(f) - Certain Defined Terms</u>. For purposes of this Agreement, the term: (i) "<u>Person</u>" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Business Day" shall mean any day that the Office of the Recorder and Auditor in the County in which the Property is located is open to the public for the recordation of the Deed and other instruments executed and delivered by the parties in connection with the Closing, and (iii) "Effective Date" means the date of execution of this Agreement by the last party to execute this Agreement.

Seller's Initials

Page 9

Purchaser's Initials _____3

<u>Section 12(g) - Time</u>. Time is of the essence with respect to the performance of each provision of this Agreement.

<u>Section 12(h) – Zoning</u>. Seller agrees to allow Purchaser to rezone Property if necessary in order for Purchaser to build its Proposed Development. Seller agrees to sign any necessary documents that are required or requested by any governing agency, including the City or County, to allow for the rezoning of the Property within three (3) days of request by Purchaser.

<u>Section 12(i) - Schedule of Exhibits</u>. Attached hereto and incorporated herein by this reference are the following exhibits:

Exhibit A – Aerial of Property

IN WITNESS WHEREOF, each party has executed and delivered this Agreement to the other party to be effective as of the Effective Date.

SELLER:

By: Printed Name: Cueis MARSH Date: 1114 ,2018

PURCHASER:

Blackburn Holdings, LLC

3 Shl By:

David B. Blackburn, President

Date: 11/14, 2018

Seller's Initials

Purchaser's Initials _____39

<u>Exhibit A</u>

Aerial of Property



Parcel Number: 079 128.32

Seller's Initials

Purchaser's Initials D37


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SULLIVAN COUNTY Planning & Codes Department 3411 Highway 126, Suite 30 Blountville, TN 37617 Office: 423.323.6440 Fax: 423.279.2886

NOTICE OF REZONING REQUEST

Dear Property Owner:

Please be advised that Blackburn Holdings LLC has applied to Sullivan County to rezone property located at 2057 Hwy 75 from M-1 (Light Manufacturing District) to B-3 (General Business Service District) for the purpose of future development for a commercial business.

Sullivan County Regional Planning Commission - 6:00PM on 02-18-2019 (Tuesday night)

County Commission public hearing - 6:00PM on 03-21-2019 (Thursday night)

Both meetings are held in the Old Historic Sullivan County Courthouse, 2nd Floor Commission Hall at 3411 Highway 126, downtown Blountville. Please let the Sullivan County Planner know if you need any special assistance for these public meetings at (423-279-2603).

Regards,

Tim Earles

Tim Earles CBI-CPI-CRMI Building Commissioner Property Maintenance Administrator Flood Damage Prevention Administrator Zoning Administrator Sullivan County Planning & Codes Dept. building@sullivancountytn.gov



MINUTES SULLIVAN COUNTY REGIONAL PLANNING COMMISSION SULLIVAN COUNTY HISTORIC COURTHOUSE, BLOUNTVILLE, TENNESSEE FEBRUARY 19, 2019 – 6:00 PM

A. CALL TO ORDER: The chair called the meeting to order. The chairman led the Pledge of Allegiance.

MEMBERS PRESENT – Mark Webb (chair and Bristol PC rep); Linda Brittenham (vice-chair); Mary Ann Hager (Historic Zoning Commission Liaison/alternate secretary); Darlene Calton (County Commissioner Liaison); John Moody (Kingsport PC rep); Don Mumpower; Mary Rouse, and 2 vacant seats.

STAFF - Tim Earles (Building Commissioner); Ambre Torbett (Planning & Codes Director/PC Secretary); Steve Whetsell, SCHO deputy were present.

• All members were present.

GUESTS/CITIZENS IN ATTENDANCE - See sign in sheet of record

- B. <u>MINUTES:</u> The corrected minutes were electronically submitted to the board members ahead of time for review. Copies were mailed in members' packets as well. With no other changes or corrections, the published Minutes were approved.
- C. <u>Swearing in of Witnesses:</u> The general public, applicants, staff, and any persons planning to speak for or against any scheduled application on the agenda shall be sworn in under oath. The Building Official led the oath.

D. SUBDIVISION PLATS AND PLANS:

D1. CENTER DRIVE - EXTRA RIGHT-OF-WAY TO BE QUITCLAIMED TO ADJOINING LANDOWNER

FINDINGS OF FACT -	
Property Owners:	Sullivan County
Applicants:	Steven Perry
Location:	end of Center Drive, Blountville
Civil district:	18 th
Surveyor:	James S. Montgomery, RLS – Sullivan County Highway Dept. Staff Surveyor
Engineer:	n/a – former SC Highway Commissioner
Growth Boundary:	Sullivan County Planned Growth Area
Zoning:	R-1
Subdivision:	Boone Lake Acres, Lot 1A

Staff Field Notes and General Comments:

- At the request of the adjacent landowner, Steven Perry, the end of Center Drive cul-de-sac was repayed to meet the current applicable Subdivision Regulation roadway design standards.
- The work was done a few years ago by a former Sullivan County Highway Commissioner, Allan Pope, rls.
- Mr. Perry is requesting that the excess right-of-way be abandoned by the county and quitclaimed to him in order for him to keep his fencing up.
- The new cul-de-sac meets roadway design standard.
- Attached is the survey showing the old and new cul-de-sac.
- A portion of the original cul-de-sac went through Mr. Perry's deeded lot of the Boone Lake Acres Subdivision.
- A portion of the original cul-de-sac is encumbered by the floodplain and TVA flowage easement.

- The new cul-de-sac is outside of the floodplain but still within the TVA 1390 elevation. (See attached GIS mapping)
- The survey illustrates the area to begin and end at each gate. (See pictures0
- Staff recommends in favor of this request.

Meeting Notes at Planning Commission:

- Staff read her findings and recommendation.
- Members studied the information.
- No one was present to represent the request. Discussion followed.
- On a motion by Linda Brittenham and seconded by John Moody, the request was approved unanimously.
- The Planning Commission forwards a favorable recommendation on to the County Commission to abandon the excess r-o-w for the loop cul-de-sac as illustrated on the survey prepared by James Montgomery, RLS.

D2. FINAL PLAT - A REPLAT OF THE FRANK EADS PROPERTY - EADS RD, 3 LOTS

FINDINGS OF FACT-	·.
Property Owners:	Frankie & Hassie Eads
Applicants:	same
Location:	289 Eads Road, Bluff City off of Boone Lake
Civil district:	16 th
Surveyor:	Tyrone LaRue, ris
Engineer:	n/a
Growth Boundary:	Sullivan County Planned Growth Area
Zoning:	A-1
Subdivision:	Frank Eads Subdivision
Utility district:	Bluff City Water
Septic:	on-site SSDS have been approved by TDEC

Staff Field Notes and General Comments:

- The owners would like to subdivide lot 2 into 3 additional lots: Lot 2B1 and 2B2 fronting the lake and lot 2C remaining acreage to be combined with parcel 101.10, which is a larger track they already own.
- All other signatures have been obtained.
- Staff recommends in favor of this 3- lot final plat.
- See attached zoning maps

Meeting Notes at Planning Commission:

- Staff read her report and findings. All signatures on the final plat have been secured. The owners were present to answer any questions.
- Members reviewed the final plat.
- On a motion by Linda Brittenham to approve the plat as prepared and seconded by Commissioner Calton, the final plat was approved unanimously.

D3. Final Plat – Harr Lane and Barger Road, Extra R-O-W Plan

FINDINGS OF FACT	
Property Owners:	Sullivan County
Applicants:	EcoSafe
Representative:	Brant Lane, PE – Hodges, Harbin, Newberry & Tribble
Location:	Harr Ln and Barger Rd
Civil district:	6 th
Surveyor:	Tim Lingerfeit, ris – Alley & Associates, Inc.
Engineer:	
Growth Boundary:	Sullivan County Planned Growth Area
Zoning:	M-2 and A-1
Subdivision:	n/a landfill
Utility district:	Blountville Utility District
Septic:	n/a

Staff Field Notes and General Comments:

- The company is requesting closure of the excess right-of-way at the ends of both Barger Road and Harr Lane as it approaches within the Landfill site.
- The owner has added the required turn-around for the public to use at the ends of both roads.
- Staff inspected both roads and the topcoat of asphalt has finally been completed.
- These requests came to the board a few years ago when EcoSafe took over and expanded the county's landfill operations.
- The County Commission has also approved these requests subject to the paving improvements being completed.
- All necessary signatures have been obtained on both plats.
- Staff recommends in favor of this request for both roadway turn around plans as completed.

Meeting Notes at Planning Commission:

- Staff read her report and presented the final plats as signed by all departments.
- Discussion followed.
- There was no one present to represent the case.
- Staff informed the members that the Highway Commissioner and Surveyor were attending the Budget Meeting for the county; however he had signed both plats.
- Dr. Rouse made a motion to approve both road turn-around improvements and the excess roadway closure requests as platted.
- Don Mumpower seconded the motion and the vote in favor passed unanimously.
- Staff stated that now the County Attorney can prepare the quitclaim deeds for the excess rights-of-way to EcoSafe.

E. COMPREHENSIVE DEVELOPMENT PLANS: NONE SCHEDULED

SULLIVAN COUNTY ZONING RESOLUTION TEXT/MAP AMENDMENTS:

F1. Rezoning Request: M-1/Manufacturing to B-3/General Business – Future Retail Store

FINDINGS OF FACT Property Owners: Applicants: Representative: Location: Civil district:	(formerly owned by Marsh LP Gas Co.) new owners Blackburn Holdings, LLC same Jacob Grieb, PE – Mattern & Craig Engineers, local 2058 Hwy. 75, Blountville 7 th
Development Plan:	in process
Parcel ID:	Tax Map 079, Parcel 128.32
Surveyor:	Mattern & Craig
Engineer:	Mattern & Craig
Architect:	Casco Architect
Growth Boundary:	Sullivan County Planned Growth Area
Utility District:	Blountville
Public Sewer:	Johnson City
Proposed Zoning:	B-3
Surrounding Zoning:	A-1, M-1, B-3
Land Use Plan 2006-2026:	Future Commercial Corridor
Neighborhood Opposition:	none prior to the public meeting

Staff Field Notes and General Comments:

- The owners would like to rezone the undeveloped lot for a future retail store.
- The site is located between the No-Kill Bridge Home animal shelter and the Fantasy Limo Company along Hwy 75.
- Staff recommends in favor of this request as it is in keeping with the commercial development and redevelopment along this corridor on the way to the airport and is supported by public utilities and the future land use plan policies.

Meeting Notes at Planning Commission:

- Staff presented her findings and recommendation.
- Jacob Grieb, engineer for Mattern & Craig was present to speak on the request representing the buyer.
- Discussion followed.
- On a motion by John Moody and seconded by Linda Brittenham, the members voted unanimously in favor of forwarding a recommendation to the County Commission for this rezoning from M-1 to B-3.
- Staff stated that the final reading and public hearing for this case was set for Thursday, March 21, 2019 at 6PM during the regular meeting of the County Commission.

F.

F. SULLIVAN COUNTY ZONING RESOLUTION TEXT/MAP AMENDMENTS:

DEFERRED FROM LAST MONTH:

F3. Amendment to Article VI – Airport Overlay Zoning to add Design Standards for Private Recreational Landing Strips - (see attached sample zoning code)

6-501 PRIVATE RECREATIONAL (NON-COMMERCIAL) AIRSTRIP REGULATIONS

The following use, private landing strips for fixed-wing single engine aircraft, is subject to review and approval by the Board of Zoning Appeals for a special exception in the A-1 or AR Zoning Districts, subject to the minimum requirements listed herein:

- A. A site plan of the proposed landing strip shall be presented at the time of the proposal.
- B. The landing strip shall be appropriate for the size and type of aircraft involved, and shall be constructed according to the manufacturer's specifications for the type of aircraft involved.
- C. Airstrip runways are to be located no closer than one thousand (1000) feet from the centerline of the runway to the closest dwelling unit, excluding the owner of the property, and that said centerline be located no less than two thousand (2000) feet from any church, school or places of public assembly.
- D. All landing strips shall be situated in such a manner that under no circumstances shall an approach or departure be over a residence, excluding the owners, provided that the residence be located a minimum of 400 (four hundred) feet beyond the end or side of the required landing strip length.
- E. The site plan shall show all roads bordering the subject property, and the location and type of all adjacent utility lines.
- F. Any other requirements which in the opinion of the Planning Commission or Board of Zoning Appeals would be required to protect the safety and welfare of the surrounding area.

Add: Table 3-102A Uses and Structures Allowable within Agricultural and Residential Districts Amend G. Extensive Impact Facilities 1. – add Government Owned Facilities – PC approval in A-1 and AR only Add Private Recreational Facilities BZA approval in A-1 and AR only

- Staff provided an update. She finally got in touch with the FAA office in Memphis and was provided with additional contact information. She sent a lengthy email request to those folks but has not heard back. The government shutdown has delayed the communication with the FAA office in Memphis.
- G. <u>New Business/Public Hearing:</u> none scheduled
- H. <u>OLD BUSINESS:</u> none scheduled

I. OTHER MATTERS OF MUTUAL INTEREST:

11. Next Month's Rezoning Cases:

Distribution of packets for next month's rezoning requests within the county planning area – for those interested in participating in the on-site review trip. Staff distributed copies of the two upcoming rezoning cases that will be considered next month.

- 12. Subdivision Plat List staff distributed copies of the 2018 Summary of approved plat list in the county.
- J. <u>UNSCHEDULED PUBLIC COMMENTS:</u> Anyone wishing to address the Planning Commission on matters of concern other than a scheduled agenda application is welcome to sign in on the list. In the interest of conducting business in a timely manner, citizens shall be limited to 3-5 minutes each. No action shall be made by the Planning Commission on matters otherwise not on the published agenda.
 - No other comments from public were made.

K. ADJOURNMENT: Members adjourned at: 6:55PM

• The next regularly scheduled meeting will be held on: March 19, 2019 at 6:00PM.

Approval of Minutes:	
Sign: Secretary of Planning Commission	Date:
Attest: Alternate Secretary of the Planning Commission	Date:

2 ESTIONS EEFORE THE JOWN", MANES OF JOAN SSIGNERS Ikard Slaulock register atten de Lowford Chase Lossuhte Jardner Local Jones Farklessad Notton Jones King heard hocke Moull Shull Stanly stamer Stidhan Vana Waves

ronina #2

Nav Are No.

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20 aye 23 aye

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* Could not get Rezining Lile # 1 on the board for voting. Roll call Vote was done.

1.1

		Agen	da subject voting report	
Meet	ing Name	Sullivan Count	Commision March 2019	3/2
9 ZONING AMENDMENTS Vote				
Desc	ription			
			Applicant # 2: Blackburn Holding LL	;
Chai	rman		√enable, Richard	
Tota	Vote Result			
Votir	ng start time		7:22:39 PM	
Votir	ng stop time		7:23:01 PM	
Votir	ng Configuration		√ote	
Votir	ng mode		Open	
Vote	Result			
Yes			23	
Abst	ain		0	
No			0	
Tota	l Present		23	
Abse	nt	· · · ·	1	

Group	Yes	Absent
No group	23	0
Total Results	23	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Akard, David ()	X	1		
Blalock, Judy ()	X			
Broughton, Todd ()	X	1		
Calton, Darlene ()	X			
Cole, Michael ()	Х			
Crawford, Larry ()	X]
Cross, Andrew ()	×			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
George, Colette ()	X			
Glover, Hershel ()	X			
Harkleroad, Terry ()	X			
Hutton, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
Morrell, Randy ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Starnes, Alicia ()	X			
Stidham, Gary ()				
Vance, Mark ()	X			
Woods, Doug ()	X			

Page 1 of 3

State Form No. CT-0253 Revised Effective 1/1/14

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-251)

1. Public Entity:	Culling Opurch Terresco		
Name:	Sullivan County Tennessee		
Address	3411 Highway 126, Suite 206		
	Blountville, Tennessee 37617		
Debt Issue Name:	Sullivan County Sheriff's Department Vehicle Lease		
If disclosing initially for	a program, attach the form specified for updates, indicating the frequency required.		
2. Face Amount: Premium/Di	\$ 1,474,199.40 scount: \$		
3. Interest Cost:	3.7900 %		
	NIC		
Variable:	Index plus basis points; or		
Variable:	Remarketing Agent		
Other:			
4. Debt Obligation	:		
BAN			
Bond	Loan Agreement 🚺 Capital Lease		
if any of the notes listed	above are issued pursuant to Title 9, Chapter 21, anclose a copy of the executed note		
with the filing with the C	office of State and Local Finance ("OSLF").		
E Datinge			
5. Ratings:			
Unrated			
Moody's	Standard & Poor's Fitch		
6. Purpose:			
	BRIEF DESCRIPTION		
🔽 General (Sovernment 100.00 % 38 Vehicles for the Sheriff's Department		
Education	%		
	*		
Other	%		
Refundin	g/Renewal %		
7. Security:			
General (Dbligation General Obligation + Revenue/Tax		
Revenue	Tax increment Financing (TIF)		
Annual A	ppropriation (Capital Lease Only)		
8. Type of Sale:			
Competit	ive Public Sale		
Negotiat	ed Sale		
Informal	Bid		
<u>و المحمد المحم</u>			
9. Date:			
Dated Date: 01/	04/2019 Issue/Closing Date: 01/04/2019		

Page 2 of 3

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

		Interest			Interest
Year	Aniount	Rate	Year	Amount	Rate
2019	\$382,624.02	3.7900 %		\$	
2020	\$350,410.14	3.7900 %		\$	
2021	\$363,690.69	3.7900 %		\$	
2022	\$377,474.55	3.7900 %		\$	
	\$	%		\$	
	\$	%		\$	
	\$	%		\$	
	\$	%		\$	
	\$	%		\$	
	\$	%		\$	
	\$			l s	

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:

		OUNT concernent \$}	FIRM NAME
Financial Advisor Fees	\$	0	
Legal Fees	\$		
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	Ś	a	

Page 3 of 3

State Form No. CT-0253 Revised Effective 1/1/14

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurrir	ng Costs:	
	No Recurring Costs	
	·	AMOUNT FIRM NAME opping cont //ct
	Remarketing Agent Paying Agent / Registrar Trustee Liquidity / Credit Enhancement Escrow Agent Sponsorship / Program / Admin	
	Other	
13. Disclosi	Ire Document / Official Statement:	or
is there an is there a c If yes to eli	ing Disclosure Obligations: existing continuing disclosure obligation related continuing disclosure obligation agreement relat ther question, date that disclosure is due	ted to this debt?
Governing	n Debt Management Policy: Body's approval date of the current version of t obligation in compliance with and clearly author	
16. Writte	n Derivative Management Policy:	
	No derivative	
Governine	Body's approval date of the current version of	the written derivative management policy
	tter of Compliance for derivative	
	vative in compliance with and clearly authorized	d under the policy? Yes No
17. Submi	ssion of Report:	
	To the Governing Body: on <u>()</u>	3/21/2019 and presented at public meeting held on 03/21/2019
	Copy to Director to OSLF: on 0	3/22/2019 either by:
	Mail to: 505 Deaderick Street, Suite 1600 James K. Polk State Office Building Nashville, TN 37243-1402	OR Email to: <u>StateAndLocalFinance.PublicDebtForm@cot.tn.gov</u>
18. Signat	UTES: AUTHORIZED REPRESENTATI	IVE PREPARER
Name	Richard S. Venable	Larry G. Bailey
Title	County Mayor	Director of Finance
Firm		Sullivan County Tennessee
Email	rvenable@sullivancountytn.gov	larry.bailey@sullivancountytn.gov
Date		03/21/2019
Date	03/21/2019	03/21/2019

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON MOTION MADE BY COMM. <u>Auffled</u> TO MEET AGAIN IN REGULAR SESSION APRIL 18, 2019.

Gluchal 11

RICHARD VENABLE

COMMISSION CHAIRMAN