MAY 21, 2020

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, MAY 21, 2020, 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 Commissioner 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	
JUDY BLALOCK	MARK A. HUTTON
TODD BROUGHTON	SAMUEL "SAM" JONES
DARLENE CALTON	DWIGHT D. KING
MICHAEL B. COLE	TONY LEONARD
LARRY CRAWFORD	HUNTER MICHAEL LOCKE
ANDREW K. CROSS	RANDY C. MORRELL
JOYCE NEAL CROSSWHITE	ANGIE STANLEY
JOHN GARDNER	ALICIA D. STARNES
COLETTE GEORGE	GARY STIDHAM
HERSHEL GLOVER	MARK A. VANCE
TERRY L. HARKLEROAD	DOUG WOODS

23 PRESENT 1 ABSENT (ABSENT: HERRON)

NOTE: Akard, Broughton, Calton, Harkleroad, Leonard attended electronically.

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. Harkleroad and seconded by Comm. Herron to approve the minutes of the May 15, 2020 Called Session of County Commission. Said motion was approved by Roll Call Vote. 23 Yes, 1 Absent

Sullivan County Board of County Commissioners 240th Annual Session

Thursday, May 21, 2020 6:00 p.m.

Meeting held in the Commission Room, Sullivan County Courthouse & Electronically

WHEREAS, our nation continues to be affected by the COVID-19 pandemic and therefore still under the Executive Orders of President Donald Trump and Governor Bill Lee; and,

WHEREAS, at this time Sullivan County Mayor, Richard S. Venable finds it necessary to call the county legislative body of Sullivan County to order to conduct business for matters requiring the approval of the county's governing body; and

WHEREAS, in compliance with Governor Lee's Executive Orders, this meeting is available to the public for viewing and/or joining the meeting at www.sullivancountytn.gov via GoToMeeting or YouTube—Sullivan County TN Commissioners; and a copy of the agenda is available online to the public on the County's website.

NOW THEREFORE, a meeting of the Sullivan County Commission has been called on this 21st day of May, 2020 at 6:00 p.m. to be conducted via traditional and electronic means to carry out the business of the Sullivan County.

Richard S. Venable, Sullivan County Mayor Chairman, Sullivan County Commission

RESOLUTIONS ON DOCKET FOR MAY 21, 2020

RESOLUTIONS

	NESOCO ITONS	
#1	RESOLUTION TO CONSIDER AMENDMENT(S) TO THE SULLIVAN COUNTY	APPROVED
	ZONING PLAN: ZONING MAP OR THE ZONING RESOLUTION	5/21/20
#2	RESOLUTION TO ADOPT THE COUNTY FINANCIAL MANAGEMENT SYSTEM OF	APPROVED
	2020	5/21/20
#3	RESOLUTION TO APPROPRIATE FUNDS AND PURCHASE REAL ESTATE	APPROVED
	ADJOINING COUNTY PROPERTY	5/21/20
#4	RESOLUTION REQUESTING THE GRANTING OF A QUITCLAIM DEED FROM	DEFERRED
	SULLIVAN COUNTY GOVERNMENT TO THE HEIRS OF THE PIPPIN PROPERTY	05/21/20
	AND MORE SPECIFICALLY DEFINED AS BEING EXCESS PUBLIC RIGHT-OF-WAY	
	OF AN UNNAMED STREET OFF OF RIDDLE CREEK ROAD, BRISTOL, ADJACENT	
	TO 522 RIDDLE CREEK ROAD AND AS ILLUSTRATED ON THE ATTACHED	
	SURVEY, AS PREPARED BY CHARLES T. JOHNSON JR., A LICENSED TENNESSEE	
	SURVEYOR, DATED FEBRUARY 11, 2020 AS PLATTED	
#5	RESOLUTION TO ESTABLISH THE POSITION OF GIS ANALYST WITHIN THE	APPROVED
	SULLIVAN COUNTY DEPARTMENT OF PLANNING & CODES	5/21/20
#6	RESOLUTION TO AUTHORIZE A VOTER REFERENDUM TO EQUALIZE THE	WITHDRAWN
	SALES AND USE TAX IN SULLIVAN COUNTY	05/21/20
#7	RESOLUTION TO FORM COMMITTEE TO DISCUSS FORMING A WORKING	1 ST READING
	ALLIANCE OF SCHOOL SYSTEMS IN SULLIVAN COUNTY	05/21/20
#8	RESOLUTION TO POST 25 MPH SPEED LIMIT SIGNS ON OAK FOREST PLACE IN	APPROVED
,, ,,	THE 8 TH COMMISSION DISTRICT	5/21/20
		5/21/20
#9	RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF POPULAR RIDGE	APPROVED
	COURT AT POPULAR RIDGE ROAD IN THE 5TH COMMISSION DISTRICT	5/21/20
#10	RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR FY 2019-2020 TO	1 ST READING
	INCREASE FUNDS FOR PAUPER CREMATIONS	
#11	RESOLUTION TO ENTER A TEMPORARY SEASONAL CONTRACT WITH	APPROVED
	KINGSPORT POWER COMPANY	5/21/20
#12	RESOLUTION TO AUTHORIZE THE PURCHASING AGENT TO ENTER INTO A	APPROVED
	LEASE OF A COPIER FOR THE SULLIVAN COUNTY DEPT. OF EDUCATION	5/21/20
#13	RESOLUTION TO RECOGNIZE ADDITIONAL FUNDING THROUGH THE	APPROVED
	VOLUNTARY PRE-K GRANT	5/21/20
#14	TO RECOGNIZE THE 2018-2019 SCORE SUPPLEMENTAL FUNDING GRANT	APPROVED
-	ROLLOVER FUNDS	5/21/20
#15	A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING	APPROVED
	INDUSTRIAL PARK CAPITAL OUTLAY NOTES (TAXABLE) OF SULLIVAN	5/21/20
	COUNTY, TENNESSEE, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL	
	AMOUNT OF NOT TO EXCEED \$4,000,000; MAKING PROVISION FOR THE	
	ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS	
	THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING	
	FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND	
	INTEREST THEREON.	

Ad Number

Ad Type

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External Ad Number

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Order Stop Date

Order Start Date 05/01/2020

05/01/2020

PUBLIC NOTICE SULLIVAN COUNTY COMMISSION MEETINGS

Notice is hereby given to all interested persons that Sullivan County Mayor, Richard S. Venable, serving as Chair of the Sullivan County Commission will call two open public meetings in May 2020:

1) Rescheduled monthly meeting from April 2020 to be held Thursday, May 7, 2020, at 6 p.m.; and

2) Regular monthly meeting will be held Thursday, May 21,

2020 at 6 p.m.;
Both meetings will be held in the Commission Room, Sullivan County Courthouse, 3411 Hwy. 126, Blountville, TN. The meetings will be held via traditional and electronic means and be conducted under COVID-19 policies; therefore, the public in mass will not be allowed to attend in person. Meetings will be available to the public via livestream at www.sullivancountytn.gov.
Public comment will be accepted; however, only one member of the public will be allowed in the Commission room at a time. All attending should wear PPE (i.e. mask, gloves) and practice so-

This notice is given pursuant to the provisions of Section 8-44-101 to 8-44-108 inclusive of the Tennessee Code Annotated.

Teresa Jacobs Sullivan County Clerk

cial distancing.

PUB1T: 05/01/2020

Roll Call - Regular Session May 21, 2020

		Present Absent
Akard, III	David] 1
Blalock	Judy	1
Broughton	Todd	1
Calton	Darlene	1
Cole	Michael	1
Crawford	Larry	1
Cross	Andrew	1
Crosswhite	Joyce	1
Gardner	John	1
George	Colette	1
Glover	Hershel	1
Harkleroad	Terry	1
Herron	Joe	1
Hutton	Mark	<u>.</u> 1
Jones	Sam	
King	Dwight	1 1
Leonard	Tony	1
Locke	Hunter	1
Morrell	Randy	
Stanley	Angie	1
Starnes	Alicia	1
Stidham	Gary	1
Vance	Mark	1

Commissioners Akard, Broughton, Calton, Harkleroad, and Leonard attended electronically.

Doug

Woods

Sullivan County

Board of County Commissioners 240th Annual Session

Thursday, May 21, 2020 6:00 p.m.

Meeting held in the Commission Room, Sullivan County Courthouse & Electronically

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
- Guest Speakers, Proclamations & Recognitions
 - Officer Zachary Smith, SCSO
 - Rex Fink, Veterans Service Officer
 - Gary Mayes and Dr. Stephen May COVID-19 Update
- Approval of Commission Minutes from Previous Meeting
- > Approval of Notary Publics
- Orders, Appointments & Elections
 - · Appointment to Board of Equalization
 - Bristol-Bluff City Utility District
- Amendments to Zoning Plan
 - Applicant # 1 Marc & Janice Paquette
 - Applicant #2 William Rowland
- Resolutions:
 - · Old Business
 - New Business
- > Other Business/ Announcements/ Non-Agenda Items
- Adjournment

TOP

Certificate of Recognition presented to Officer Zachary Smith

Sullivan County Sheriff's Office

For Exemplary Performance of Duty

Whereas, Officer Zachary Smith is hereby commended on his action for saving the life of a three-year boy at 996 Harr Town Road on May 3, 2020. EMS on the scene and Ballad Health E.R. Physician Seth Brown, all stated that due to Deputy Smith's quick actions, he saved the child from a fatal wound to his brachial artery received when the child fell through a glass table. Deputy Smith applied a tourniquet to the upper portion of the child's arm to stop the fatal bleeding until EMS arrived and transported the child.

The child is recovering from surgery in Vanderbilt hospital.

Presented on behalf of the Sullivan County Board of Commissioners this 21st day of May, 2020.

SULLIVAN COUNTY
TENNESSEE



Richard S. Venable, Sullivan County Mayor

M

Approval of May 15, 2020 Called Session Minutes

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	4			
Crawford	Larry	1			
Cross	Andrew	1		ing ing Saliki di Tab	
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel				
Harkleroad	Terry	1			
Herron	Joe				
Hutton	Mark	1			
Jones	Sam	1		19 - German I Grandstaff German Africa	
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			

Approval of Notary Publics submitted for May 2020

		Yes	No	Abstain	Absent
ard, III	David				
lock .	Judy	1			
ughton	Todd	1			
ton	Darlene	1			
e l	Michael	1			
wford I	Larry	1			
ss	Andrew	1			
sswhite	loyce	1			
dner	lohn	1			
orge (Colette	1			
ver l	Hershel				
kleroad 1	Terry	1			
ron J	oe				1
ton	Mark	1			
es S	Sam	1			
g	Dwight	1			
nard 1	Fony				
ke H	Hunter	1			
rrell	Randy	1			
nley A	Angie	1			
rnes /	Alicia	1			
lham (Gary	1			
ice f	Vlark	1			
	Doug	1			
		Yes	P No	Abstain	Abs

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 May 21,2020

MICHAEL SHANNON ADAMS
ANGIE W BALLARD
MARTHA C BLEVINS
DONNA J. BOWYER
LOIS J BRIGGS
REGNA L. BROWNING
JACKIE SCOTT CARPENTER
PRESTON E DEAL
GINA Y. EDENS
FAITH GILLENWATER
KAREN GUY
SHEILA HOUSER

TRACIE MICHELLE JONES
WILLIAM JORDAN
KENNETH MORRELL
RODNEY EUGENE PHILLIPS
ANGELA JANE RAMEY
ALICE C REDWINE
ASHLEY SANT
ELIZABETH ANNE SHELTON
JACK M. VAUGHN
REGINALD ERIC WARREN
JENNY L WILLIAMS

PERSONAL SURETY

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

23 YES 1 ABSENT

STATE OF TENNESSEE COUNTY OF SULLIVAN

APPROVAL OF NOTARY

SURETY BONDS

May 21St 2020

Name of Notary

Personal Surety

Personal Surety

Candi Denise Blair

Michael D Carrier

Nina S Carrier

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

23 YES 1 ABSENT



Thomas J. Seeley, Jr. (Circuit Court Judge, Ret.) tom45@thesee/eylawfirm.com

Thomas J. Seeley, III toniii@theseeleylawfirm.com

109 F. Main Street, Suite 201 | PO Box 52 Jonesborough, TN 37659

Office: 423-913-4904 | Fax: 423-913-4332

May 11, 2020

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

Re: Bristol-Bluff City Utility District

Dear Mr. Venable:

Please be advised that I represent Bristol-Bluff City Utility District ("BBCUD"). Commissioner Brian Plank's term will end on May 16, 2020. Mr. Plant has expressed an interest and is willing to continue to serve as a Commissioner.

On behalf of the Board of Commissioners and in accord with T.C.A. § 7-82-307 (4), the Board of Commissioners recommend in order of their preference the following certified list of candidates:

- Brian Plank
 1239 Pleasant Grove Road
 Bluff City, TN 37618
 Phone: 423-383-7129
- 2. Harvey Anderson 120 Charlton Court Bluff City, TN 37618 Phone: 423-366-5846
- 3. Robert Davis 1242 Pleasant Grove Road Bluff City, TN 37618 423-538-5916

Once the candidate has been appointed by the Mayor, please forward a certified copy of the order appointing the Mayor's nominee to the BBCUD Commissioners.

If you have any questions, do not hesitate to contact me.

Sincerely,

THE SEELEY LAW FIRM

Thomas J. Seeley, III

Sullivan County

Board of County Commissioners 240th Annual Session

Before the Mayor of Sullivan County, Tennessee

IN RE: Bristol – Bluff City Utility District Sullivan County, Tennessee

Order Appointing Utility District Commissioner

WHEREAS, the Bristol – Bluff City Utility District Board of Commissioners does hereby certify to Sullivan County Mayor, Richard S. Venable, pursuant to T.C.A. §7-82-307, that a vacancy has occurred upon said utility board by virtue of the expiration of term of Brian Plank; and,

WHEREAS, the Bristol – Bluff City Utility District Board of Commissioners further certifies that Brian Plank, the nominee, is qualified willing to continue to serve on the board and to fill said vacancy.

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 Brian Plank be appointed to serve on the Bristol - Bluff City Utility District Board of Commissioners.

Richard S. Venable, Sullivan County Mayor

Said entered into the record of the meeting of the Sullivan County Board of Commissioners this 21st day of May, 2020.

Teresa Jacobs, Sallivan County Clerk

05/21/20 - Mayor Richard Venable appointed Brian Plank to serve on the Bristol-Bluff City Utility District Board of Commissioners. There was no opposition.

Sullivan County Board of County Commissioners 240th Annual Session

RESOLUTIONS

ZONING

Item 1 Resolution No. 2020-05-01

Sponsors: Calton/ Gardner

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

Applicant # 1 – Marc & Janice Paquette

Applicant #2 – William Rowland

OLD BUSINESS

Item 2 Resolution No. 2020-02-16 AMENDED

Sponsors: Glover/ Crosswhite

RESOLUTION TO ADOPT THE COUNTY FINANCIAL MANAGEMENT SYSTEM OF 2020

Item 3 Resolution No. 2020-03-20 AMENDED

Sponsors: Crosswhite/Cole

RESOLUTION TO APPROPRIATE FUNDS AND PURCHASE REAL ESTATE ADJOINING COUNTY PROPERTY

Item 4 Resolution No. 2020-03-21

Sponsors: Morrell/ Calton

RESOLUTION requesting the granting of a Quitclaim Deed from Sullivan County Government to the heirs of the Pippin Property and more specifically defined as being excess public right-of-way of an unnamed street off of Riddle Creek Road, Bristol, TN

Item 5 Resolution No. 2020-04-30

Sponsors: Vance/ Gardner

RESOLUTION TO ESTABLISH THE POSITION OF GIS ANALYST WITHIN THE SULLIVAN COUNTY DEPARTMENT OF PLANNING & CODES

Item 6 Resolution No. 2020-04-32

Sponsors: Jones/ George

RESOLUTION TO AUTHORIZE A VOTER REFERENDUM TO EQUALIZE THE SALES AND USE TAX IN SULLIVAN COUNTY

NEW BUSINESS

Item 7 Resolution No. 2020-05-33

Sponsors: Broughton/Cole

RESOLUTION TO FORM COMMITTEE TO DISCUSS FORMING A WORKING ALLIANCE OF SCHOOL SYSTEMS IN SULLIVAN COUNTY

Item 8 Resolution No. 2020-05-34

Sponsors: Calton/ Starnes

RESOLUTION TO POST 25 MPH SPEED LIMIT SIGNS ON OAK FOREST PLACE IN THE 8TH COMMISSION DISTRICT

Item 9 Resolution No. 2020-05-35

Sponsors: King/Glover

RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF POPULAR RIDGE COURT AT POPULAR RIDGE ROAD IN THE 5TH COMMISSION DISTRICT

Item 10 Resolution No. 2020-05-36

Sponsors: Gardner/Cole

RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR FY 2019-2020 TO INCREASE FUNDS FOR PAUPER CREMATIONS

Item 11 Resolution No. 2020-05-37

Sponsors: Stanley/ Starnes

RESOLUTION TO ENTER A TEMPORARY SEASONAL CONTRACT WITH KINGSPORT POWER COMPANY

Item 12 Resolution No. 2020-05-38

Sponsors: Morrell/Stanley

RESOLUTION to Authorize the Purchasing Agent to Enter Into a Lease of a Copier for the Sullivan County Department of Education

Item 13 Resolution No. 2020-05-39

Sponsors: Morrell/ Stanley

RESOLUTION to Recognize Additional Funding through the Voluntary Pre-K Grant

Item 14 Resolution No. 2020-05-40

Sponsors: Morrell/ Stanley

RESOLUTION to Recognize the 2018-2019 SCORE Supplemental Funding Grant Rollover Funds

Item 15 Resolution No. 2020-05-40

Sponsors: Jones/ Gardner

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING INDUSTRIAL PARK CAPITAL OUTLAY NOTES (TAXABLE) OF SULLIVAN COUNTY, TENNESSEE, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000

REZONING OVERVIEW SULLIVAN COUNTY COMMISSION MEETING

March 19,2020

RESOLUTION #1 - To Consider the Waiver of Rules for the following zoning amendments (map or text).

motion by: Calton 2nd by: Gardner

Order of Cases	Date of Application	Applicant's Name	Neighbor Opposition	Staff's Recommendation	Regional Planning Commission's recommendation (jurisdiction)	Current Zoning District	Requested Zoning District	Civil District
1	1/10/2020	Marc & Janice Paquette	none	yes	SC PC - yes	R-2	B-4	9th
	108	Cariton Lane, Piney Flats - 3 pa	rcels					
Voting:	Case Order	yes	no	pass	abstain			
	1					 		

MINUTES

SULLIVAN COUNTY REGIONAL PLANNING COMMISSION SULLIVAN COUNTY

MARCH 18, 2020 - 6:00 PM

A. CALL TO ORDER: The chairman 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, Calvin Clifton and Laura McMillan.

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

GUESTS/CITIZENS IN ATTENDANCE - See sign-in sheet

- B. <u>MINUTES:</u> On a motion by Linda Brittenham and seconded by Mary Ann Hager, the minutes from last month's meeting were approved as published.
- 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. Final Plat for the Alfred Ball Estate, Bell Hollow Road, Kingsport

D1. Final Plat - Division of the Alfred Ball Estate

FINDINGS OF FACT -

Property Owners: Alfred Ball heirs

Applicants: same

Representative: surveyor, Mathew Strickland, rls

Location: Bell Hollow Road

Civil district: 15th
Development Plan: survey

Parcel ID: Tax Map104L, Group A, Parcel 37.10

Surveyor: Alley & Associates, Inc

Engineer: n/a

Growth Boundary: Rural Area

Utility District: Kingsport Utility District

Public Sewer: septic Zoning: A-1

Surrounding Zoning: A-1

Staff Field Notes and General Comments:

- The heirs of the property are wishing to divide out one house per lot as much as possible in order to settle the estate.
- Mr. Alfred Ball created a family compound of sorts with providing homes to all of his family members on the same farm.

- There are multiple homes and out-buildings.
- The recommendation is to approve this final plat subject to the necessary setback variances and lot size exceptions, which shall come before the Board of Zoning Appeals during their April regular public meeting.
- Staff recommends approval subject to BZA approval for lots 1, 2, and 3. All other lots meet or exceed the zoning regulations for setbacks and size.
- There does not appear to be a better design alternative in order to achieve the division of the estate.

Meeting Notes at Planning Commission:

- Matthew Strickland, surveyor, was present to answer any questions.
- Staff read her findings and recommendation. Discussion followed regarding the lot sizes and issues.
- Discussion followed.
- On a motion by Commissioner, Darlene Calton and seconded by Calvin Clifton, the final plat was approved unanimously subject to the Board of Zoning Appeals approvals for the variances.
- E. Comprehensive Development Plans: none scheduled
- F. ZONING PLAN AMENDMENTS MAP OR TEXT: AMENDMENT
 - F1. Rezoning Map Request from R-3A/B-3 to M-1, Hwy 75, Blountville

FINDINGS OF FACT -

Property Owners: William Rowland

Applicants: same Representative: same

Location: 3540 Highway 75, Blountville

Civil district: 18th

Parcel ID: Tax Map 107, Parcel 025.15

Surveyor: Lyons Surveying

Engineer:

Growth Boundary: County Planned Growth Area
Utility District: Johnson City Water - existing

Public Sewer: septic or JC sewer Zoning: B-3 and R-3A

Zoning: B-3 and K-3A
Surrounding Zoning: B-3, R-3A, A-1 behind

Neighborhood Opposition: None noted prior to meeting – letters mailed

Staff Field Notes and General Comments:

- The developer has a request to rezone this flag lot from R-3A (B-3 road frontage) to M-1 for the purpose of selling the land to a tree-trimming business.
- Due to the need for bucket tricks, lifts and heavy equipment, staff recommended the rezoning to M-1 instead of B-3.
- The highway parcels have all recently been rezoned to B-3 in order to accommodate future businesses and offices that have been developed.
- At one time the owner thought he would build apartments on the back parcels; however the market has not reflected that need.
- Staff recommends in favor of this rezoning request for the following reasons:
 - M-1 is the Light Manufacturing District that allow for storage of heavy equipment, whereas general business districts do not;
 - M-1 does not allow for any facility that would generate noxious noise or fumes;
 - This portion of Highway 75 has recently been widened to accommodate increased traffic as it has close proximity to the Tri-Cities Airport and Airport Parkway leading to I-81;

- o This location is within the county's Planned Growth Area per the Growth Plan:
- Public Sewer from Johnson City serves this stretch of the corridor; and
- o An M-1 zone is within ½ mile of this site (first tract of the Rowland property, which was formerly a quarry pit).

Meeting Notes at Planning Commission:

- Staff read her report and recommendation.
- The buyer, Adam Hoover, was present. He stated that he would like to relocate his tree-trimming and landscaping company to the site. He stated he was a certified arborist and takes his equipment on the job site. Very little customer traffic on site. He stated he was aware of the site plan requirements and planned on fencing in the site to protect his equipment.
- Discussion followed. Members asked where this property was located in relationship with the airport, interstate and other businesses. Mr. Hoover explained that this site was located adjacent to the Methadone Clinic.
- He agreed that he would keep the site clean and would not create a junked-up lot. Discussion continued.
- On a motion by Linda Brittenham and seconded by Mary Ann Hager, members unanimously approved forwarding a favorable recommendation for the rezoning on to the County Commission next month.

F. ZONING PLAN AMENDMENTS - MAP OR TEXT: AMENDMENT

F2. Text Amendment to Building Permit Fees: Article XII, Section 12-102.6 Part 2 and Fee Schedule

From time to time, landowners do not act on their open building permit as originally planned due to financing or weather-related circumstance. Building permits, per the International Building Code standard are active permits if the applicant/building/owner calls for inspections within a 6-month period. If the applicant has not progressed in the building project within the 6-month window time period, the permit is voided and becomes inactive. This is standard procedure nation-wide. This has been standard procedure for Zoning and Building Permits in the county since 1988. However, the fee schedule for reapplication fee is vague. Some communities charge the full permit fee again to reactive the permit. Some charge a portion, based upon remaining work to be done. The law is unclear and can be interpreted differently. Staff recommends that the county set a flat rate to reactive the building permit should the owner chose to do so. Staff recommends the following changes:

Section 12-102.6, (2) to read:

Time Limit on Building Permit – Any building or zoning permit issued becomes invalid if work authorized is not commenced within 6-months of the date of issuance. All construction shall be completed within (36) thirty-six months from the date of permit, and a Certificate of Occupancy requested and approved, or such permit shall become invalid and a new permit must be purchased. It is the responsibility of the permit applicant (landowner, General Contractor or agent) to call for timely inspections to ensure progression of inspections are made.

Add Renewal Fee:

Building/Zoning Permit Renewal for Principal Structures: \$58 (flat rate of \$55 plus archive fee of \$3) Residential Accessory Structure Renewal Fee: \$28 (25 plus archive fee)

Amend Fee from \$28 to \$58:

Swimming Pool Fee - flat rate for all types: \$58 (same as garages and storage building fee rate)

Meeting Notes at Planning Commission:

- · Staff read her report and recommendations. Discussion followed.
- The purpose of the flat rate for any renewal permit fees is to be fair and consistent, while encouraging folks to continue with their project.
- On a motion by Mary Rouse and seconded by John Moody, the recommendations to the fee schedule amendment
 passed unanimously. A favorable recommendation will be forwarded to the County Commission and the other
 Planning Commission boards.

G.	NEW BUSINESS/PUBLIC HEARING: none scheduled	
Н.	OLD BUSINESS: - none scheduled	
<u>l.</u>	OTHER MATTERS OF MUTUAL INTEREST:	
	 Next Month's Rezoning Cases: 2 cases – A-1 to A-5 off of Branch Road; and PMD-2 to 	to A-2 off Hawley Road
	I2. Subdivision Plat List: See insert in packet	
J.	UNSCHEDULED PUBLIC COMMENTS: Anyone wishing to address the F agenda application is welcome to sign in on the list. In the interest of comminutes each. No action shall be made by the Planning Commission on r	ducting business in a timely manner, citizens shall be limited to 3-5
K.	ADJOURNMENT: Members adjourned at: 6:38PM	
	The next regularly scheduled meeting will be held: April 21, 2020	** 6:00PM,
Аррі	roval of Minutes:	
	Sign: Secretary of Planning Commission	Date:
	Attest: Alternate Secretary of the Planning Commission	Date:
Page 4		
PHONE A		

Public Notice

The Sullivan County Board of County Commissioners will hold a public hearing on Thursday, March 19, 2020 at 6:00 P.M. in the Sullivan County Courthouse, Blountville, TN to consider the following request: **Marc and Janice**Paquette have requested a rezoning from R-2, Medium Density Residential to B-4, Arterial Business for property located at Tax map 124K, Group D, Parcels 027.00, 028.00, & 026.50 for purposes of relocating their Heating & Air Business to 108 Carlton Lane, Piney Flats. The public is invited to attend the public hearing and speak on any rezoning request. For further information contact the Sullivan County Planning & Codes Department at 423.323.6440 or email planning@sullivancountytn.gov

A required for the control of the property of

Address: STATE I			
Phone <u>423-930-3386</u> Date of a Property Located in 2 Civil D			
		1 alunt	
Tax Map No. 1550 K			1
	tolike Diserve 82		10 10 10 10 10 10 10 10 10 10 10 10 10 1
Property Lecetion: 100 cm			
The undersigned being this petition to Subtract a supply knowledge and being			
	Q.		
Sworn to and subs	**************************************		
My Commission Expires:	-41402 (()	i ja jejimie	

F. ZONING PLAN AMENDMENTS - MAP OR TEXT AMENDMENT

F1. MAP AMENDMENT - Rezoning Request from R-2 to B-4, Carlton Lane for new Heating & Air Business, Piney Flats

THE CHAIRMAN READ THE OPENING STATEMENT REGARDING THE REZONING PROCESS AND HEARING PROCEDURES

FINDINGS OF FACT -

Property Owners:

Marc & Janice Paquette (formerly Glen Stipes)

Applicants:

Representative:

same

Location:

108 Cariton Lane, Piney Flats 329 Webb Road, Piney Flats

Address of owners: Civil district:

gu

Development Plan:

ge n/a

Parcel ID:

Tax Map 124K, Group D, Parcels 027.00; 028.00; & 026.50

Surveyor: Engineer:

n/a

Engineer; Growth Roundar n/a

Growth Boundary: Utility District: Bluff City Urban Growth Boundary (Sullivan County jurisdiction)

Dunty District;

Johnson City Water - existing

Public Sewer:

septic R-2

Zoning: Surrounding Zoning:

B-4 and commercial in Bluff City along highway corridor and R-1 and M-1

Neighborhood Opposition: None noted prior to meeting - letters mailed

Staff Field Notes and General Comments:

- The previous owner had these lots rezoned from R-1 to R-2 years ago for the purposes of adding singlewide mobile homes – one per lot for rental purposes;
- The new owner would like to rezone the three lots from R-2 to B-4 to relocate their Heating and Air Business to the site. One of the parcels is already zoned B-4 (see zoning map).
- The City of Bluff City has annexed the first 50 feet of highway frontage along 11E corridor and zoned it commercial.
 This area is within the Bluff City Urban Growth Boundary; however, The City of Bluff City does not have regional planning established; therefore, the rezoning request is still under the county planning.
- These lots have direct visibility to the highway and is across from the East TN Mobile Home Sales yard.
- Staff recommends in favor of this rezoning request for the following reasons:
 - Within Growth Plan and along highway corridor;
 - Extension of the B-4 zoning district as already established;
 - Not idea for new home construction and not within a planned residential development area;
 - Other homes along Cariton Lane have been rezoned and converted to commercial uses due to the proximity
 of the commercial corridor.

Meeting Notes at Planning Commission:

- Mr. and Mrs. Paquette were present to answer any questions.
- Staff read her findings and recommendation.
- Mary Ann Hager asked the applicant what their long-range plans and timeline were for use of the property.
- Mr. Paquette stated that they owned a small heating and air company and would like to eventually build a new building on site. Their immediate plans are to relocate into the existing building.
- On a motion by Mary Ann Hager and seconded by Linda Brittenham and others, the vote passed unanimously to forward a favorable recommendation to the County Commission for the rezoning.



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

January 24, 2020

Dear Property Owner:

Please be advised that Marc & Janice Paquette has applied to Sullivan County to rezone three parcels of property located at 108 Carlton Lane from R-2 (Medium Density Residential District) to B-4 (Arterial Business Service District) for the purpose of opening a heating & cooling business.

Sullivan County Regional Planning Commission - 6:00PM on 02-18-2020 (Tuesday night)

County Commission public hearing - 6:00PM on 03-19-2020 (Thursday night)

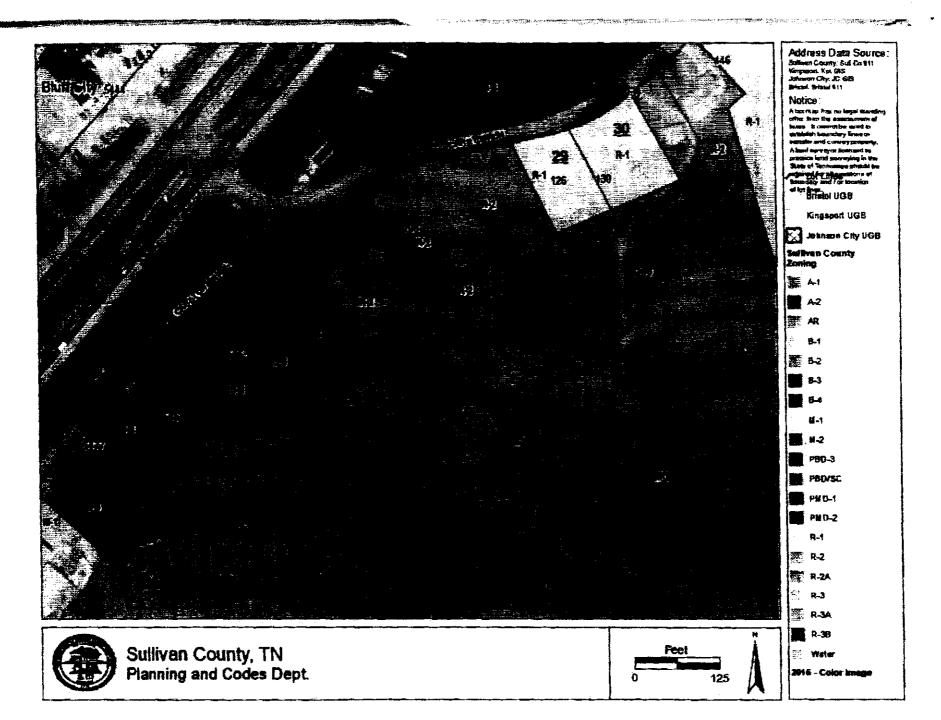
Both meetings are held in the Old Historic Sullivan County Courthouse, 2nd Floor Commission Hall at 3411 Highway 126, downtown Blountville. Please let the Sullivan County Planner know if you need any special assistance for these public meetings at (423) 323-6440.

Regards,

Ambre Torbett, AICP Director Planning & Codes

I howlet







File #1

Rezoning

From March 2020

Sponsors: Calton/Gardner

REZONING REQUEST FROM MARC AND JANICE PAQUETTE TO REZONE 3 PARCELS LOCATED AT 108 CARLTON LANE, PINEY FLATS FROM R-2 TO B-4

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

REZONING OVERVIEW SULLIVAN COUNTY COMMISSION MEETING

April 16 ,2020

RESOLUTION #1 - To Consider the Walver of Rules for the following zoning amendments (map or text).

motion by: Calton 2nd by: Gardner

Order of Cases	Date of Application	Applicant's Name	Neighbor Opposition	Staff's Recommendation	Regional Planning Commission's recommendation (jurisdiction)	Current Zoning District	Requested Zoning District	Civil District
1	February 7, 2020	William Rowland	none	yes	SC PC - yes	R-3A/B-3	M-1	18th
		3460 Hwy 75, Blountville						
Voting:	Case Order	Yes	no	pass	abstain			
	1							
					rate di se videbumandud.			
		,						<u> </u>



SIXRIVERS MEDIA

Customer

SULLIVAN CO PLANNING & CODE

PO Number

Order Confirmation

Ad Order Number

Customer Account 1047408

Ordered By

0001511931

Sales Rep. sedwards

Customer Address 3411 TENN. HWY 126 #202

BLOUNTVILLE TN 37617 LISA

Customer Fax

Order Taker

Customer Phone

Customer EMail

ablevins

4233238440

planning@sullivancountytn.gov

Tear Sheets

Affidavita

Blind Box

Invoice Text

Nat Amount

\$96.27

Total Amount Payment Mathod
\$86.27 Check/Money Order

Parement Amount

Amount Due \$98.27

<u>Ad Number</u> <u>Ad Type</u> 0001511931-01 XLegal Liner

External Ad Number

Color

Ad alize

2 X 23 II

Order Start Date

Order Stop Date

04/01/2020

04/01/2020

PUBLIC NOTICE

The Sullivan County Board of County Commissioners will hear and decide on a rezoning request for Mr. William Rowland on property he owns at 3460 Highway 75, Blountville, Tennessee to be rezoned from R-3A/B-3 (split zoning) to M-1, Light Warehouse, and Manufacturing. The purpose of the rezoning request is to allow for a landscaping and tree-trimming business. The hearing is set for Triureday, April 16, 2020 at 6:00PM within the 2nd Floor Commission Hall located in the Historic Sullivan County Courthouse at 3411 Highway 126, Blountville, TN 37617. The public is invited to attend and speak on this request or you may call shead to voice concerns for the record. For questions or more information, please contact County Planning Director: (423) 279.

PUB1T: 4/1/2020

PUBLIC NOTICE

The Sullivan County Board of County Commissioners will hear and decide on a rezoning request for Mr. William Rowland on property he owns at 3460 Highway 75, Blountville, Tennessee to be rezoned from R-3A/B-3 (split zoning) to M-1, Light Warehouse and Manufacturing. The purpose of the rezoning request is to allow for a landscaping and tree-trimming business. The hearing is set for Thursday, April 16, 2020 at 6:00PM within the 2nd Floor Commission Hall located in the Historic Sullivan County Courthouse at 3411 Highway 126, Blountville, TN 37617. The public is invited to attend and speak on this request or you may call ahead to voice concerns for the record. For questions or more information, please contact County Planning Director: (423) 279.2603 or by email at planning@sullivancountytn.gov.

PARTION RUSHIMANAN COUNTRY 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 Ow Address:	ner: William & Rowland Jr 3460 Hwy 73 Klussport TV 37663	OREGENSE ONLY Time 6:00PM Place Historic Courtbouse: 2" Floor
	14-9908 Date of Request <u>02/07/2026</u> ated in 18 Civil Districe	Complesion Chamber of Bloom will a TN Banda Completion Vestor
		03/17/07/8 Approved // Denled
	Sinters of Applicant	County Commission Meeting Defice 1997 Approved 2
		Other 23 (bt. 1 Clistent Pinal Action Date 5/2/(20
Tax Map No.		ICATION
Zoning Map	25 Zouing District B-3/R-3/A	
Purpose of R		LAKW GUIDUKUN
The u this petition knowledge an	ndersigned, being duly swarn, hereby sekas to Sulivan County for Resoning is true as d belief.	owindges that the information provided in it correct to the tree of my information,
swa	RN TO AND SEBSCRIBED Sectors we talk	

My Commission Expires 1111

F. ZONING PLAN AMENDMENTS - MAP OR TEXT: AMENDMENT

F1. Rezoning Map Request from R-3A/B-3 to M-1, Hwy 75, Blountville

FINDINGS OF FACT -

Property Owners: William Rowland

Applicants: same Representative: same

Location: 3540 Highway 75, Blountville

Civil district: 11

Parcel ID: Tax Map 107, Parcel 025.15

Surveyor: Lyons Surveying

Engineer:

Growth Boundary: County Planned Growth Area
Utility District: Johnson City Water - existing

Public Sewer: septic or JC sewer Zoning: 8-3 and R-3A

Surrounding Zoning: B-3, R-3A, A-1 behind

Neighborhood Opposition: None noted prior to meeting - letters mailed

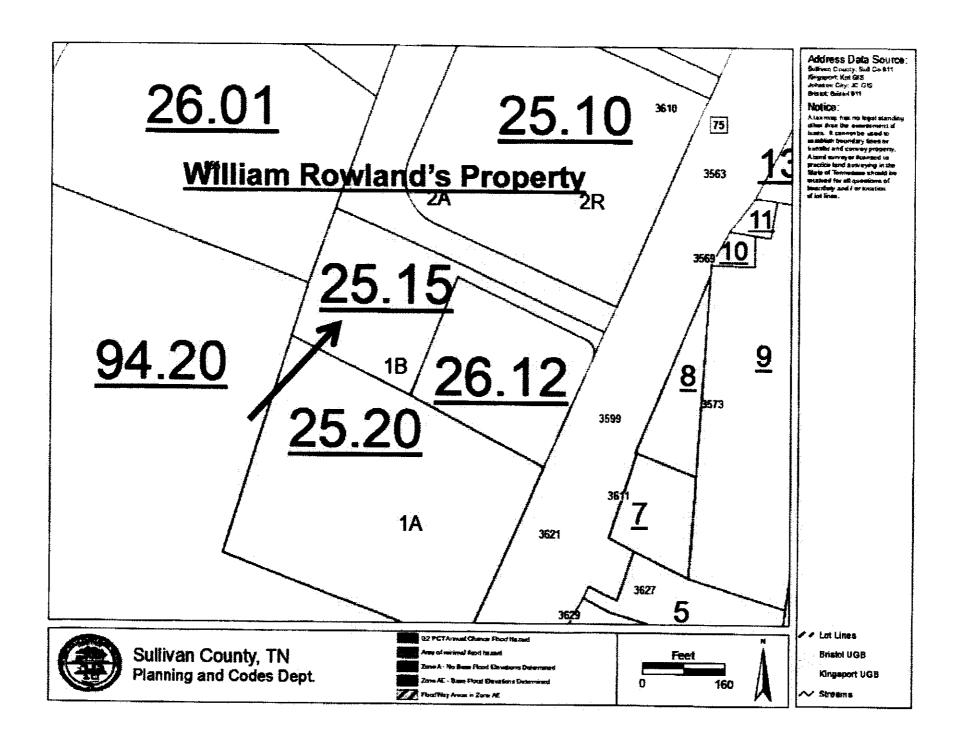
Staff Field Notes and General Comments:

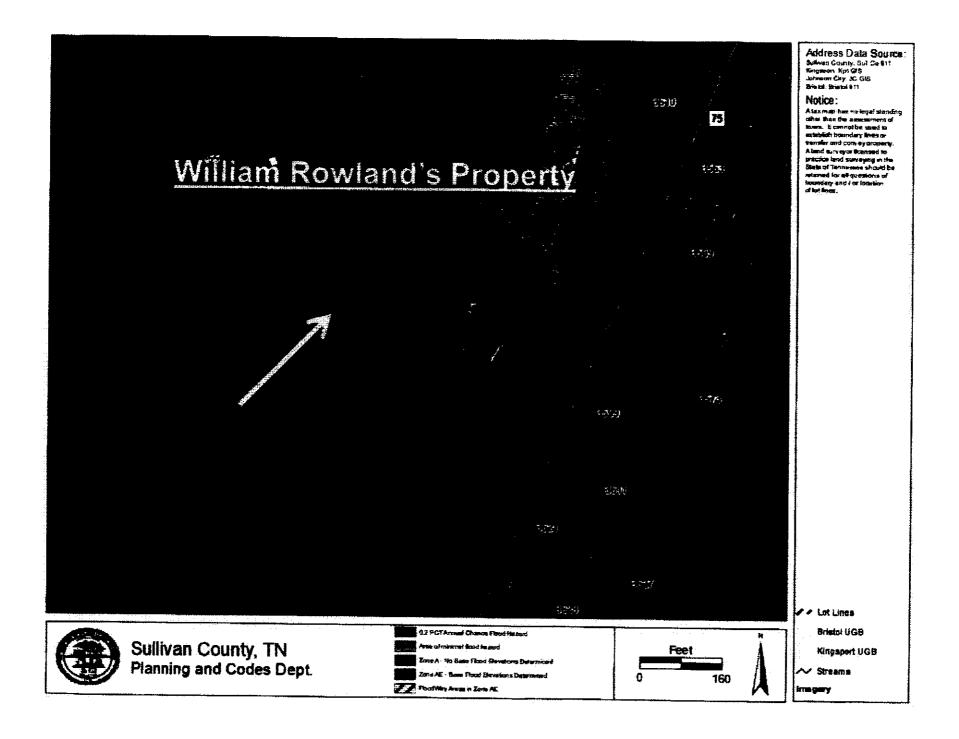
- The developer has a request to rezone this flag lot from R-3A (B-3 road frontage) to M-1 for the purpose of selling the land to a tree-trimming business.
- Due to the need for bucket tricks, lifts and heavy equipment, staff recommended the rezoning to M-1 instead of B-3.
- The highway parcels have all recently been rezoned to B-3 in order to accommodate future businesses and offices that have been developed.
- At one time the owner thought he would build apartments on the back parcels; however, the market has not reflected that need.
- Staff recommends in favor of this rezoning request for the following reasons:
 - M-1 is the Light Manufacturing District that allow for storage of heavy equipment, whereas general business districts do not:
 - M-1 does not allow for any facility that would generate noxious noise or fumes;
 - This portion of Highway 75 has recently been widened to accommodate increased traffic as it has close proximity to the Tri-Cities Airport and Airport Parkway leading to I-81;
 - o This location is within the county's Planned Growth Area per the Growth Plan;
 - o Public Sewer from Johnson City serves this stretch of the corridor; and
 - o An M-1 zone is within 1/2 mile of this site (first tract of the Rowland property, which was formerly a quarry pit).

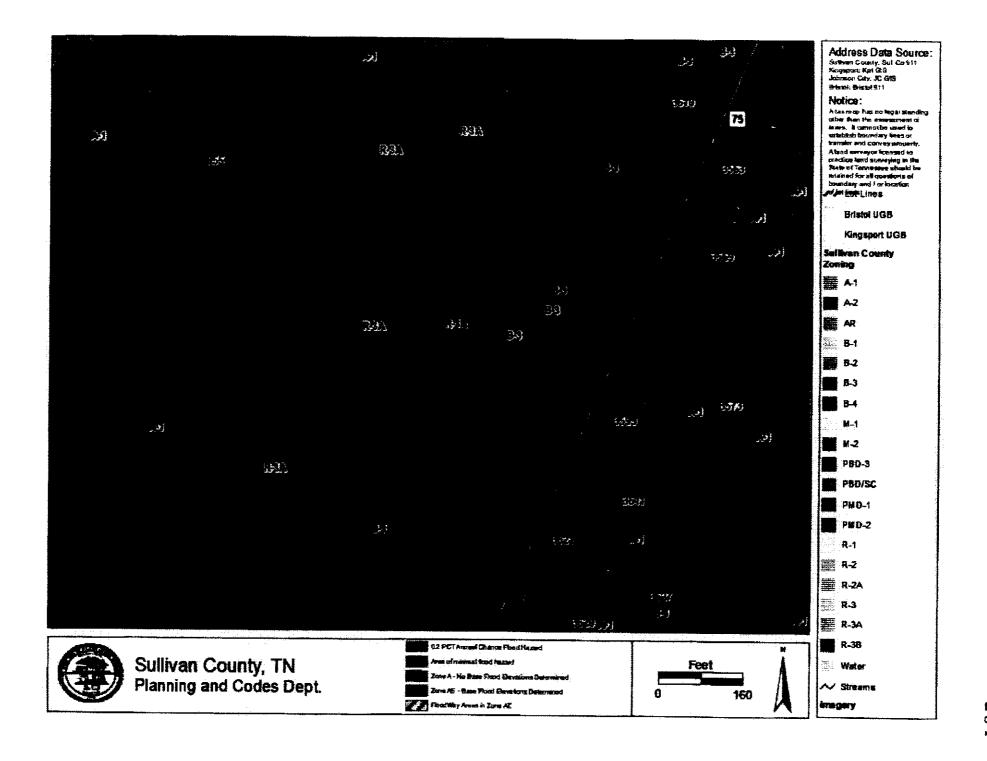
Meeting Notes at Planning Commission:

- Staff read her report and recommendation.
- The buyer, Adam Hoover, was present. He stated that he would like to relocate his tree-trimming and landscaping company to the site. He stated he was a certified arborist and takes his equipment on the job site. Very little customer traffic on site. He stated he was aware of the site plan requirements and planned on fencing in the site to protect his equipment.
- Discussion followed. Members asked where this property was located in relationship with the airport, interstate and other businesses. Mr. Hoover explained that this site was located adjacent to the Methadone Clinic.
- He agreed that he would keep the site clean and would not create a junked-up lot. Discussion continued.

On a motion by Linda Brittenham and seconded by Mary Ann Hager, members unanimously approved forwarding a favorable recommendation for the rezoning on to the County Commission next month.









County Number: 082

County Name: SULLIVAN

Tax Year: 2020

000

Property Owner and Mailing Address

Jan 1 Owner: ROWLAND WILLIAM E JR 3460 HWY 75 KINGSPORT, TN 37663

Property Location

Address: HWY 75 3540

Map: 107 Grp: Ctrl Map: 107 Parcel: 025.15 Pl: Stl: 000

Value Information

Reappraisal Year: 2017

Lend Mkt Value: \$21,700 improvement Value: \$0 Total Market Appraisal: \$21,700 Assessment %: 25

Assessment:

\$5,425

General Information

Class: 00 - RESIDENTIAL

 City #:
 000
 City:

 SSD1:
 000
 SSD2:

District: 18 Mkt Area: A54

Bidgs: 0 # Mobile Harries: 0
Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

Subdivision: BILL ROWLAND PROP REPLAT

Ŧ

Plat Bk: 55 Plat Pg: 237 Block: Lot: 1B

Additional Description

Building Information

Extra Features

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
12/29/2015	\$0	P55	237			-Continue time
10/08/2012	€ ∩	2052	1366			

Land Information

Deed Acres: 1.88

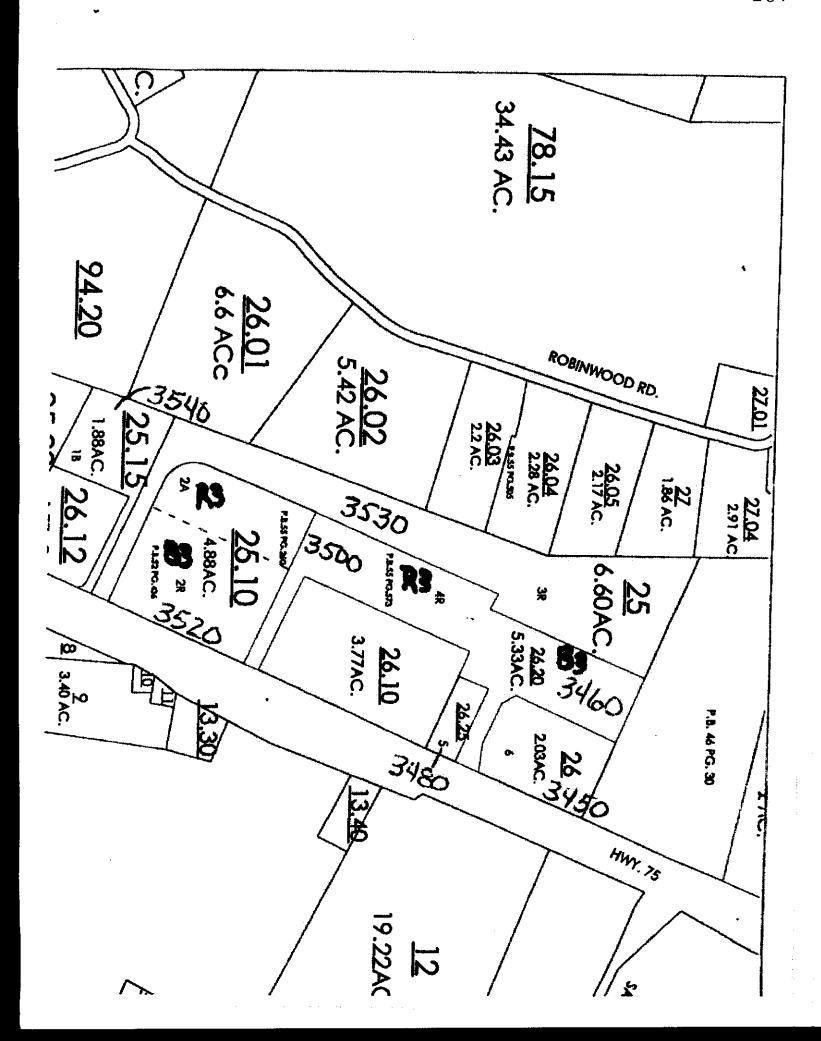
Calc Acres: 0.00 Total Land Units: 1.88

Land Type: 03 - SMALL TRACT Soil Class:

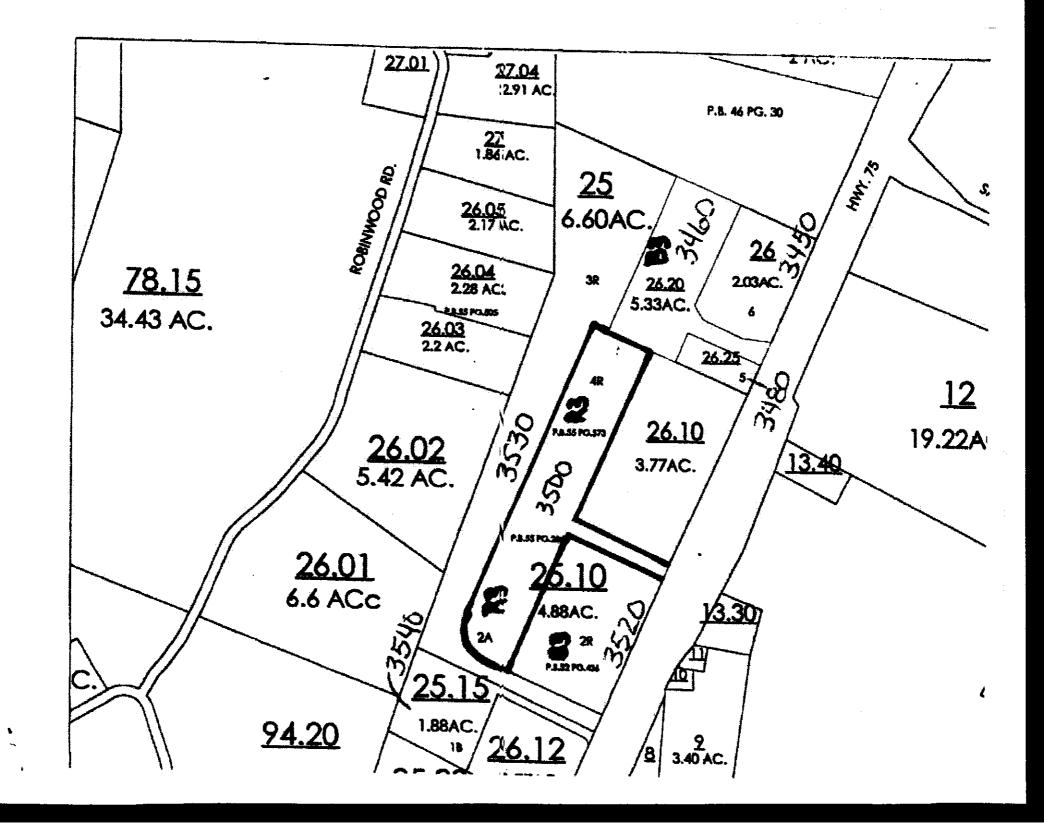
Units: 1.88

The Committee of the Co

https://assessment.cof.tn.gov/RE_Assessment/ParcelDetailIMPACT.aspx



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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

February 25, 2020

Dear Property Owner:

Please be advised Mr. William Rowland has applied to Sullivan County to rezone 1.88 acres of property located at 3540 Hwy 75 from R-3A (High Density/Multi-Family) to M-1 (Light Manufacturing District) for the purpose of starting a tree service business.

Sullivan County Regional Planning Commission - 6:00PM on March 17, 2020 (Tuesday night)

County Commission public hearing - 6:00PM on April 16, 2020 (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,

Ambre M. Torbett, AICP Director Planning & Codes State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

55.54

County Number: 082

County Name: SULLIVAN

Tax Year: 2020

000

Property Owner and Mailing Address

Jan 1 Owner: RHOTON LARRY H & KATHY W PO BOX 3732 KINGSPORT, TN 37664

Property Location

Address: ROBINWOOD RD 855

Map: 107 Grp: Ctrl Map: 107 Parcel: 026.01 PI; S/I: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$47,800 Improvement Value: \$209,600

Total Market Appraisal: \$257,400 Assessment %: 25

Assessment: \$64,350

General Information

Class: 00 - RESIDENTIAL

City #: 000 City:
SSD1: 000 SSD2:

District: 18 Mkt Area: A54

#Bldgs: 1 #Mobile Harnes: 0

Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

Utilities - Gas / Gas Type: 00 - NONE Zoning: A-1

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Bullding # 1

improvement Type: 01 - SINGLE FAMILY Stories:

Living/Business Sq. Ft.: 2,579

Foundation: 02 - CONTINUOUS FOOTING Floor System: 04 - WOOD W/ SUB FLOOR

Exterior Wall: 11 - COMMON BRICK Structural Frame: 00 - NONE

 Roof Framing:
 02 - GABLE/HIP
 Roof Cover/Deck:
 03 - COMPOSITION SHINGLE

 Cabinet/Millwork:
 03 - AVERAGE
 Floor Finish:
 11 - CARPET COMBINATION



County Number: 082

County Name: SULLIVAN

Tax Year: 2020

000

Property Owner and Mailing Address

Jan 1 Owner: PRICE BILLIE LEE 3902 SAGE DR JOHNSON CITY, TN 37604

Property Location

Address: HWY 75

Map: 107 Grp: Ctrl Map: 107 Parcel: 094.20 Pi; S/I: 000

Value Information

Reappraisal Year: 2017

 Land Mkt Value:
 \$122,100
 Land Use Value:
 \$32,600

 Improvement Value:
 \$4,600
 Improvement Value:
 \$4,600

 Total Market Appraisal:
 \$128,700
 Total Use Appraisal:
 \$37,200

Assessment %: 25
Assessment: \$9,300

General Information

Class.

11 - AGRICULTURAL

City #: 000 City: SSD1: 000 SSD2:

District: 18 Mkt Area: A54

Bidgs: 0 # Mobile Homes: 0
Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

 Utilities - Water / Sewer:
 03 - PUBLIC / INDIVIDUAL
 Utilities - Electricity:
 01 - PUBLIC

 Utilities - Gas / Gas Type:
 00 - NONE
 Zoning:
 A-1

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Slock: Lot:

Additional Description

Building Information

Extra Features

 Bidg/Card#
 Type
 Description
 Units

 1
 POLE BARN
 43X80
 3,440

Sale Information

Sale Date Price Book Page Vac/Imp Type Instrument Qualification 03/10/1988 \$0 WB43 621

S/I: 000



County Number: 082

County Name: SULLIVAN

Tax Year: 2020

Property Owner and Mailing Address

Jan 1 Owner: CITY OF BRISTOL TN % BRISTOL TN ESSENTIAL SERVICES PO BOX 549 BRISTOL, TN 37621

Property Location

Address: HWY 75 3610

Map: 107 Grp: Ctrl Map: 107 Parcel: 025.20

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$45,000 improvement Value: \$0 Total Market Appraisal: \$45.000 Assessment %: 0

Assessment: \$0

General Information

Class: 02 - CITY

City#: 000 City:

 SSD1:
 000
 SSD2:
 000

 District:
 18
 Mkt Area:
 A54

#Bidgs: 0 #Mobile Homes: 0

Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

Utilities - Gas / Gas Type: 00 - NONE Zoning:

Subdivision Data

Subdivision: BILL ROWLAND PROP REPLAT

'

Plat Bk: 55 Plat Pg: 237 Block: Lot: 1A

Additional Description

Building Information

Extra Features

Sale Date	Price	Book	Page	Vac/lmp	Type Instrument	Qualification
01/05/2016	\$65,000	3185	1982	VACANT	WD	F
12/29/2015	\$ 3	P55	237			

State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

County Number: 082

County Name: SULLIVAN

Tax Year: 2020

B-3

Property Owner and Mailing Address

Jan 1 Owner: LESTER LYNN & VAN 3651 WINFIELD DUNN PKWY KODAK, TN 37764

Property Location

Address: HWY 75 3550

Map: 107 Grp: Ctrl Map: 107 Parcel: 026.12 Pt: S/I: 000

e spie 📗 🦡

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$64,000 Improvement Value: \$77,800 Total Market Appraisal: \$141,800

Assessment %: 40
Assessment: \$56,720

General Information

Class: 08 - COMMERCIAL

City #: 000 City: SSD1: 000 ssn2

 SSD1:
 600
 SSD2:
 000

 District:
 18
 Mkt Area:
 A54

#Bidgs: 1 #Mabile Homes: 0

Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

Zoning:

00 - NONE

Utilities - Gas / Gas Type:

Subdivision Data

Subdivision: WILLIAM HARVIS PROP PT OF

Plat Bk: 50 Plat Pg: 727 Block: Lot:

Additional Description

Building Information

Bullding # 1

improvement Type: 47 - PREFAB Stories:

Living/Business Sq. Ft.: 3,000

Foundation: 01 - PIERS Floor System: 01 - SLAB ON GRADE

Exterior Wall: 19 - PREFIN METAL CRIMPED Structural Frame: 01 - WOOD BEAM & COLUMN Roof Framing: 04 - WOODFRAME/TRUSS Roof Cover/Deck: 13 - PREFIN METAL CRIMPED

Cabinet/Millwork: 00 - NONE Floor Finish: 01 - CONCRETE FINISH



County Number: 082

County Name: SULLIVAN

Tax Year: 2020

000

Property Owner and Mailing Address

Jan 1 Owner: ROWLAND WILLIAM E JR 3460 HWY 75 KINGSPORT, TN 37663

Property Location

Address: HWY 75 3530

Map: 107 Grp: Ctrl Map: 107 Parcel; 025.00 Pl: Sti: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$57,300 Improvement Value: \$0 Total Market Appraisal: \$57,300 Assessment %: 25

Assessment:
General Information

Class: 00 - RESIDENTIAL

\$14,325

City #: 000 City: SSD1: 000 SSD2:

District: 18 Mkt Area: A54

Bidgs: 0 # Mobile Homes: 0
Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

 Utilities - Water / Sewer:
 03 - PUBLIC / INDIVIDUAL
 Utilities - Électricity:
 01 - PUBLIC

 Utilities - Gas / Gas Type:
 00 - NONE
 Zoning:
 R-3A

Subdivision Data

Subdivision: BILL ROWLAND PROP

REPLAT

Plat Bk: 55 Plat Pg: 573 Block: Lot: 3R

Additional Description

Building Information

Extra Features

Sale Date	Price	Book	Page	Vac/imp	Type Instrument	Qualification
02/17/2016		P55	250		.364	Committee
10/08/2012	\$0	3052	1366			



County Number: 082

County Name: SULLIVAN

Tax Year: 2020

Property Owner and Mailing Address

Jan 1 Owner: KENNEDY PAUL J & MATTIE L 581 DROKE LN BLOUNTVILLE, TN 37617

Property Location

Address: HWY 75 3599

Map: 107 Grp: Ctrl Map: 107 Parcel: 008.00 Pt: Sit: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value:\$11,800Improvement Value:\$0Total Market Appraisal:\$11,800Assessment %:25

Assessment: General Information

Class: 00 - RESIDENTIAL

\$2,950

City #: 000 City: SSD1: 000 SSD2:

 SSD1:
 000
 SSD2:
 900

 District:
 18
 Mkt Arex:
 A54

Bldgs: 0 # Mobile Homes: 0
Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

 Utilities - Water / Sewer:
 03 - PUBLIC / INDIVIDUAL
 Utilities - Electricity:
 01 - PUBLIC

 Utilities - Gas / Gas Type:
 00 - NONE
 Zoning:
 A-1

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Date	Price	Book	₽age	Vac/Imp	Type instrument	Qualification
09/28/1992	\$20,000	865C	805	IMPROVED	WD	Δ
11/13/1971	\$0	0371A	00204			



Home Z 1 3

County Number: 082

County Name: SULLIVAN

Tax Year: 2020

Property Owner and Mailing Address

Jan 1 Owner: MORRELL SHIRLEY SAYLOR 3637 HWY 75 KINGSPORT, TN 37663

Property Location

Address: HWY 75 3611

Map: 107 Grp: Ctrl Map: 107 Parcel: 007.00 Pi: 8/1: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value:\$17,200Improvement Value:\$0Total Market Appraisal:\$17,200Assessment %:40

Assessment: General Information

Class: 08 - COMMERCIAL

\$6,880

 City #:
 000
 City:

 SSD1:
 000
 SSD2:

District: 18 Mkt Area: A54

Bidgs: 0 # Mobile Homes: 0
Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC

 Utilities - Water / Sewer:
 03 - PUBLIC / INDIVIDUAL
 Utilities - Electricity:
 01 - PUBLIC

 Utilities - Gas / Gas Type:
 00 - NONE
 Zoning:
 A1

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
01/17/2019		3319	703		QC	demilitation
08/14/2013	\$0	3091	510		40	
01/01/1981	\$35,000	265C	669	IMPROVED	WD	A

SULLIVAN COUNTY HIGHWAY DEPARTMENT

P.O. BOX 590 BLOUNTVILLE, TENNESSEE 37617

SCOTT MURRAY HIGHWAY COMMISSIONER

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

RESOLUTION REQUEST REVIEW

DATE: 5-20-2020
O: Sullivan County Commission
REQUEST MADE BY: ANGIE STAND
SUBJECT: TO PLACE 30 BANGES ON MONEYOR DE
using A.E.P. utility Poles.
(A HACHEO is a Season Agreement with A
7 th COMMISSIONER DISTRICT
APPROVED BY HIGHWAY DEPARTMENT
DENIED BY HIGHWAY DEPARTMENT
COMMENT: The 30 BANNERS ARE SULTIVAN SOUTH
Athlatic Seviens.
TRAFFIC COORDINATOR DATE HIGHWAY COMMISSIONER DATE

TABLE OF CONTENTS

Section	Description	<u>Page</u>
	Background Information	. 1
	Statement of Agreement	
1	Scope of License	. 1
2	Permitting of Attachments	2
3	Installation Standards	3
4	Pole Installations	
5	Rearrangement of Attachments	4
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POLE ATTACHMENT LICENSE AGREEMENT BETWEEN

KINGSPORT POWER COMPANY

AND

SULLIVAN COUNTY HIGHWAY DEPARTMENT

POLE ATTACHMENT LICENSE AGREEMENT

This Agreement is entered into as of May 15th 2020 between Kingsport Power Company a Tennessee corporation (herein called "Owner"), and Sullivan County Highway Department a Tennessee corporation (herein called "Licensee"),

Background Information

- A. Licensee is requesting access to Owner's poles for the purpose of maintaining certain existing aerial wireline attachments and installing future wireline attachments for the sole purpose of supporting Licensee's internal communications (hereinafter referred to as "Attachments").
- B. Owner is willing to permit Licensee on a non-exclusive basis to place and maintain the Attachments on said poles pursuant to the terms and conditions of this Agreement, and any applicable state tariffs relating to pole attachments.

Statement of Agreement

The parties acknowledge the accuracy of the above background information and in consideration of the promises and mutual covenants set forth herein agree as follows:

1. Scope of License

Owner shall grant to Licensee a revocable, non-exclusive and limited license to make future Attachments to Owner's distribution poles in accordance with the terms of this Agreement. In addition, Owner hereby grants Licensee a revocable, non-exclusive and limited license to continue to maintain those Attachments located on Owner's poles, which are now owned by Licensee and which were permitted and approved pursuant to earlier pole attachment agreements. Upon compliance with the permitting requirements hereunder, Licensee shall only use the Attachments for the purpose set forth within the attached Exhibit A. An Attachment shall be a single point of wireline contact utilizing no more than one foot of vertical space on each pole and no more than twenty percent (20%) of each pole's loading capacity. Nothing in this Agreement shall be construed as a grant by Owner of an exclusive license, right or privilege to Licensee, nor as a limitation, restriction, or prohibition upon Owner's right to grant interests to third parties to the poles licensed hereunder.

All poles covered by this Agreement remain the property of Owner regardless of any payment by Licensee toward their cost. No use, however extended, of Owner's poles or payment of any fee or charge required hereunder shall create or vest in Licensee any claim of right, possession, title, interest or ownership in such poles. Nothing in this Agreement shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any pole which, in Owner's sole discretion, is not needed for its own purposes. Owner and its successors and

assigns shall have the right to operate, relocate and maintain its poles and attendant facilities in such a manner as will best enable it, in its sole discretion, to fulfill its service requirements.

2. Permitting of Attachments

Licensee shall submit a pole attachment construction proposal in a format acceptable to Owner (a "Proposal") prior to installing or modifying (including but not limited to overlashing of existing Attachments) any Attachments on any pole of Owner. The Proposal shall contain a statement describing the type of service to be provided for the new or modified attachment and all information necessary for Owner to evaluate how such Attachment or modification will affect the integrity and use of the pole including but not limited to, the type of attachment (through bolt, J hook, etc.), conductor type, messenger size, bundle size and configuration, proposed position on pole, the weight of the attachment, and the stringing tension. Upon receipt of a complete Proposal, Owner shall have the option to review the design, strength and loading characteristics of each pole Licensee seeks to occupy to determine whether such poles can accommodate such proposed Attachments ("Engineering Review") and to then notify Licensee whether such Attachments can commence without modifications or rearrangement of the poles or whether certain actions must be undertaken prior to Licensee's construction of the proposed Attachments.

If Owner has not exercised its option to conduct Engineering Review within forty-five (45) days of Owner's receipt of the Proposal, then Licensee may submit such Proposal to a contractor which Owner has approved to conduct Engineering Reviews ("Approved Contractor"). The Approved Contractor shall then conduct such Engineering Review in accordance with Owner's instructions and all applicable design standards set forth within regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, the National Electrical Safety Code, and Owner's design standards (the "Design Standards"). Where one standard is more restrictive than the other standard, the most restrictive standard shall be applied. The Approved Contractor shall then submit such Engineering Review to Owner for further action and review.

If the Engineering Review indicates that the proposed Attachment can be accommodated on the pole without any rearrangement of existing facilities or replacement of the pole and Owner concurs with the conclusions of the Engineering Review, then Owner shall provide notice to Licensee that Licensee may proceed with construction ("Notice to Proceed"). Licensee may then proceed with the attachment of its facilities and shall give notice to Owner of its completion of such attachment within thirty (30) days of completing the work. If Owner has not received notice of such completion of the work within ninety (90) days of the Notice to Proceed, then Owner shall have the option, in its sole discretion, to cancel the Proposal. If Owner does not cancel the Proposal and does not receive notice whether Licensee has constructed its proposed Attachments, then Owner may assume that such Attachments have been constructed and the obligation for Licensee to pay Annual Attachment Fees, if any (as defined below), for such proposed Attachments shall commence as of the date of the Notice to Proceed.

If the Engineering Review indicates that rearrangements of existing facilities in the communications space of the pole (forty inches below Owner's lowest electric equipment and above applicable ground clearance requirements (the "Communications Space")) will be required in order to accommodate the proposed Attachment, then Owner may elect to provide a cost estimate of making the pole ready (the "Make Ready Estimate") for attachment. If Owner fails to provide such Make Ready Estimate within fourteen (14) days of the completed Engineering Review, then Licensee shall be permitted to engage an Authorized Contractor to determine the Make Ready Estimate. Licensee or its Approved Contractor shall submit such Make Ready

Estimate to Owner for approval and upon Owner's approval of the Make Ready Estimate, Owner shall issue a Notice to Proceed with the make ready work.

If the Engineering Review indicates that rearrangements of Owner's electric facilities will be required in order to accommodate the proposed Attachment, then Owner shall prepare a Make Ready Estimate within fourteen (14) days of the completed Engineering Review setting forth the Total Cost (as defined herein) for the rearrangement of Owner's facilities. "Total Cost" shall be defined herein as the total cost of a project or transaction, including all applicable materials, labor and overheads, and all actual or imputed time spent supervising any contractors employed for such project.

Within fourteen (14) days of Licensee's receipt of the Make Ready Estimate Licensee shall provide notice to Owner of whether Licensee is electing to have such make ready work undertaken at Licensee's expense ("Election to Proceed with Make Ready"). If Licensee fails to respond within such fourteen (14) days, then Owner may cancel the Proposal.

Upon receipt of payment for the full amount of the Make Ready Estimate Owner shall complete such make ready work within the time requirements set forth in applicable state or federal law. If Owner elects not to proceed with rearrangements or falls to complete rearrangements of facilities within the Communications Space within such state or federal required timelines, then Licensee may proceed with any legal remedies available to Licensee to rearrange third party communications facilities within the communications space. Licensee shall not make any attachments to poles identified as requiring make ready work until all such make ready work has been completed. Licensee shall provide Owner written notice of completion of the make ready work and attachment of Licensee Attachments within thirty (30) days of the attachment of Licensee's Attachments. If Owner has not received notice of such completion of the work within ninety (90) days of the issuance of the Make Ready Estimate, then Owner shall have the option. in its sole discretion, to cancel the Proposal. If Owner does not cancel the Proposal and does not receive notice whether Licensee has constructed its proposed Attachments, then Owner may assume that such Attachments have been constructed and the obligation for Licensee to pay Annual Attachment Fees, if any, for such proposed Attachments shall commence as of the date of the Notice to Proceed.

Unless Owner otherwise elects (in its sole discretion) to permit Authorized Contractors to rearrange Owner's electric facilities, Owner or its contractors shall perform all rearrangements of Owner's electric facilities. If the Make Ready Estimate indicates that pole replacement will be necessary in order to accommodate the Proposed Attachment, then Owner shall determine (in its sole discretion) whether to proceed with such pole replacement, and unless the parties otherwise agree Licensee shall pay the Total Cost of such pole replacement prior to Owner undertaking such work.

Owner shall invoice Licensee for the Total Cost of all expenses Owner incurs that are associated with the preparation or review of any Engineering Reviews or Make Ready Estimates. Licensee shall pay Owner in advance for any make ready work Owner elects to undertake. Any of the deadlines set forth within this Section 2 may be extended at Owner's option in cases where extensions in time for review and make ready are permitted pursuant to applicable state or federal law. The billing for any make ready work undertaken by Owner shall be based upon the Make Ready Estimate, but Owner may issue supplemental invoices if the actual cost of such make ready work exceeds the Make Ready Estimate. Licensee may also request within sixty days of the completion of any make ready work an accounting of the actual expenses incurred for such make ready work. If such actual expenses exceed the Make Ready Estimate, then Owner shall

issue a supplemental invoice for such deficit and Licensee shall pay such supplemental invoice within thirty (30) days of receipt. If such accounting indicates that the actual expense was less than the Make Ready Estimate, then Owner shall reimburse Licensee the excess within thirty (30) days of such determination.

Notwithstanding the foregoing, Licensee shall be permitted to install Service Drops (as defined herein) prior to providing notice of such Attachment to Owner provided the Service Drops extend no more than two spans and Licensee certifies that the Service Drop Attachments meet all requirements set forth in the Design Standards. A "Service Drop" is defined herein as a single cable that is designed to provide service to a single building or customer and that is neither containing nor overlashed to a strength messenger. Licensee shall submit a Proposal for such Service Drop Attachments within forty five (45) days of making the Attachments, and shall comply with any make ready work Owner may determine is necessary to meet the Design Requirements.

3. Installation Standards

All Attachments and any associated equipment permitted by Owner shall be installed in a manner which does not interfere with the present or any future use which Owner may desire to make of its poles. Owner shall determine, in its sole discretion, whether the Attachments interfere with Owner's present or future pole use plans. All Attachments made hereunder shall be installed and maintained by Licensee in compliance with the Design Standards. Licensee shall identify all Attachments at each pole location using a tagging system approved by Owner.

Licensee acknowledges that the poles licensed hereunder have energized facilities installed upon them and that working in the vicinity of energized facilities poses potential dangers. At all times during the term of this Agreement, and particularly during the time of any construction, repair, or maintenance of Attachments covered by this Agreement, Licensee shall consider the electric wires of Owner to be energized. Licensee shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers. Licensee shall take any necessary precautions by the installation of protective equipment, or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's Attachments on Owner's poles.

4. Pole Installations

Poles installed in new locations: Where Owner desires to install a new pole in a Α. location where facilities have not been previously placed, and Licensee desires to attach to such pole. Owner and Licensee shall follow the procedures set forth in this Section. Licensee shall submit a Proposal setting forth a description of the facilities, which Licensee intends to install. Owner shall make a determination of the size and height of the pole necessary to accommodate its facilities alone and shall calculate the Total Cost necessary to procure and install such pole. Owner shall then make a determination of the size and height of the pole necessary to accommodate both Owner's and Licensee's facilities. Licensee shall pay Owner the difference between the Total Cost of installing a pole to accommodate both Owner and Licensee(s) on a new pole (either as new construction or replacement of an existing pole at Owner's initiation) and the Total Cost of installing a pole that meets Owner's needs ("Incremental Cost"), if such applies. If other parties desire to attach to the same pole, then Licensee shall only be responsible for the Incremental Cost of the pole necessary to accommodate all parties, divided by the total number of attaching parties (exclusive of Owner).

Owner and other attaching parties may set aside space on poles for future development needs. Such space may, in the sole discretion of the lender, be loaned to Licensee for attachment of Licensee's Attachments. In the event the lending party desires to reclaim such loaned space, Owner shall provide notice to Licensee of the space reclamation. Upon such notice, Licensee shall either remove its facilities from the loaned space within thirty (30) days of Owner's notice, or pay the Total Cost of replacing the pole with a pole which will accommodate all of the existing and planned attachments on the pole, including the cost of removing the old pole, and transferring the facilities of Owner and any other attaching party to the new pole. If Licensee is sharing such reclaimed loaned space with another attaching party, then Licensee and the other attaching party shall share the Total Cost of the project.

- B. Pole Replacements: Where Owner must replace or relocate a pole and such replacement or relocation is not caused by the addition of a new Licensee Attachment, Owner shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer its Attachments within ten (10) days of receiving notice that the new pole is in place. If Licensee does not transfer its Attachments within such ten (10) days, then Owner may transfer the Attachments at Licensee's expense. If Owner or another party is required to make a return trip to remove a pole as a result of Licensee failing to transfer its Attachments within the time set forth herein, then Licensee shall reimburse Owner or such third party for the Total Cost incurred by such return trip.
- C. General Issues: Licensee shall remain responsible for the Total Cost of all projects initiated by Owner as the result of a Licensee Proposal, regardless of whether Licensee elects to install the Attachments. Licensee shall be responsible for all engineering, inspection, and construction work undertaken by Owner on Owner's poles and on all third party owned poles where such work is initiated as a result of the proposed attachment of Licensee's facilities. Notwithstanding any requirement set forth in this Agreement, Owner may decline to expand the capacity of any of its pole facilities.

5. Rearrangement of Attachments

Licensee shall rearrange any of its Attachments installed hereunder in order to accommodate additional Owner or third party attachments. Such rearrangement shall be completed within thirty (30) days of receiving notice to rearrange. If Licensee does not rearrange within such thirty (30) days, then Licensee shall be deemed to have granted consent to the party seeking such rearrangement to rearrange Licensee's Attachments.

6. Guying

Any guying required pursuant to the Design Standards shall be installed by and at the expense of Licensee. Licensee shall not use any of Owner's guys or anchors. Licensee shall install its guys and anchors prior to stringing any lines or messengers.

7. Non-Standard Attachments

Licensee shall obtain the consent of Owner, which consent may be withheld in Owner's sole and absolute discretion, before installing any equipment other than Attachments ("Non-Standard Attachments") upon Owner's poles. Licensee shall submit in writing the design and installation specifications of any proposed Non-Standard Attachment and such other data required by Owner to assess the impact of such equipment on the existing pole. Except as otherwise set forth herein, all Non-Standard Attachments approved hereunder shall be treated as an Attachment and shall be billed an annual attachment fee in accordance with Exhibit B attached hereto and incorporated herein. Owner may revise the fees set forth on Exhibit B by providing prior written notice.

8. Post Construction Inspection

Owner may conduct at Licensee's expense a post-construction inspection of all new Attachment installations or modifications of existing Attachments. In addition, Owner may make additional inspections at Licensee's expense, if Owner has reasonable cause to believe that Licensee is not maintaining its Attachments in accordance with the Design Standards and the terms of this Agreement. Owner's right to make any inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement to maintain its Attachments in accordance with the Design Standards and other prudent practices.

9. Attachment Inventory

Owner may conduct at reasonable intervals, complete field inventories of its poles for the purpose of verifying the number and location of all Attachments of Licensee in the area covered by this Agreement. Owner shall give to Licensee at least thirty (30) days prior notice of such inventory and not less than fifteen (15) days prior to the scheduled date of such inventory Licensee shall advise Owner if Licensee desires to participate (ride-along) in the inventory with Owner. Licensee shall reimburse Owner for Owner's expenses incurred in making such inventory, whether or not Licensee elects to participate (ride-along). Upon request, Owner shall furnish a summary report of such inventory within a reasonable time after its completion. Licensee shall have sixty (60) days in which to dispute the findings of such inventories by providing written notice and supporting documentation to the Owner. If no notice or supporting documentation is provided within the required timeframe, the inventory results shall be deemed conclusive.

Licensee shall at all times make and keep in full and complete form plats, maps and records showing the exact location of all Licensee facilities and equipment attached to Owner's poles.

10. Unauthorized Attachments

Any Attachment made without the written approval of Owner pursuant to the terms of this Agreement, or any prior agreement governing such facilities, shall be considered an unauthorized Attachment. The unauthorized overlashing of additional cable by Licensee upon a third party's cable installed upon Owner's poles shall also be considered an unauthorized Attachment. Upon discovery of an unauthorized Attachment, Owner may elect either of the following options: (i) order Licensee to remove the Attachment within thirty (30) days, or (ii) order Licensee to permit such unauthorized Attachments pursuant to Section 2 above.

For each unauthorized Attachment, Licensee shall also pay Owner upon invoice an unauthorized Attachment fee (the "Unauthorized Attachment Fee") of \$100 per Attachment. If Licensee fails to permit its unauthorized Attachments within forty-five (45) days of Owner's order to do so and then complete within 180 days of the Engineering Review any required make ready work within the

Communications Space that is identified by the Engineering Review, then upon invoice Licensee shall pay an additional Unauthorized Attachment Fee for each unauthorized Attachment that Licensee either failed to submit to Engineering Review or properly remedy equal \$100 per Attachment. The payment of such additional Unauthorized Attachment Fees shall not relieve Licensee's obligation to permit and correct violations in accordance with Section 2. In no event shall Owner recover more than what is permissible under applicable federal or state law. Licensee shall also pay Owner any and all non-recurring administrative expenses Owner incurs as a result of processing and documenting such unauthorized Attachments. Licensee and its successors and assigns hereunder acknowledge and agree that they are responsible for all Unauthorized Attachment Fees due hereunder which are not collected from a predecessor owner of Licensee's facilities, regardless of whether such unauthorized Attachments were made by such predecessor.

11. Interference or Hazard

Whenever Owner notifies Licensee in writing or orally, with written confirmation, that any Attachment made hereunder does not comply with the Design Standards, Licensee shall within thirty (30) days of receiving such notice, either remove such non-complying attachment, or bring such Attachment within compliance with the Design Standards. If non-compliance of such Design Standards is causing interference with Owner's use or maintenance of the pole, or is causing a hazard, then Licensee shall undertake the remedial efforts set forth above in this Section within ten (10) days of receiving notice from Owner.

All tree trimming required, on account of Licensee's equipment, shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Owner.

In the case of an emergency, which in Owner's reasonable judgment requires Owner to immediately remove or relocate the Licensee's Attachments, Owner may remove or relocate such Attachments as required, at Licensee's expense, without prior notice or responsibility for any damage to Licensee caused by such removal or rearrangement.

12. Third Party Overlashing

Licensee shall not overlash any Attachments upon a third party's facilities which are attached to Owner's poles, or permit third parties to overlash Licensee's facilities, without the consent of Owner. Owner shall not unreasonably withhold its consent, provided such third party overlashed facilities are reviewed by Owner pursuant the Proposal procedure set forth in the Permitting Of Attachments Section above, and both overlashing parties consent to such overlashing in a written format acceptable to Owner.

13. Attachment Removal

Licensee may, at any time, abandon the use of a pole hereunder by giving written notice in a format acceptable to Owner and removing from the pole all of its Attachments. Annual attachment fees, if applicable, shall continue to accrue until Licensee notifies Owner that it has removed its Attachments.

14. Charges and Fees

- A. <u>Non-Recurring Expenses</u>: Except as otherwise set forth herein, Licensee shall reimburse Owner for the Total Cost of all non-recurring expenses incurred by Owner, which are caused by or attributable to Licensee's Attachments.
- B. Annual Attachment Fee: If applicable, Licensee agrees to pay Owner an Annual Attachment Fee per attachment as set forth on Exhibits A & B, attached hereto and incorporated herein. Owner may revise or adjust rates on Exhibits A & B by providing Licensee written notice prior to the effective date of such revision or rate adjustment. Billing of annual charges shall be rendered, in advance, annually on or about July 1 of each year.
- C. <u>Third Party Overlash Annual Attachment Fee</u>: If applicable, Licensee shall pay an overlash annual contact fee for each pole where Licensee has overlashed Attachments to a third party's facilities, which are attached to Owner's poles equal to half the applicable Annual Attachment Fee. Such third party overlash fee shall be paid in the manner set forth in this Section.
- D. <u>General</u>. Licensee shall pay the applicable Annual Attachment Fee, in arrears upon the next annual billing, for each new Attachment or third party overlashed Attachment made during the prior "Contract Year" (the preceding period of July 1 June 30). There shall be no proration of fees hereunder, including adjustments in billing for those Attachments made or removed during the Contract Year.

15. Represented Use of Attachments

Licensee represents and warrants that it shall only use the Attachments for the purpose set forth within Exhibit A (the "Represented Use"). Upon discovery of the use of an Attachment for any purpose other than the Represented Use (a "Non-Represented Use"), Owner may terminate this Agreement and/or require Licensee to pay Owner additional attachment fees according to the formula set forth in the following paragraph, in addition to any other remedies, which may be available to Owner under applicable law.

Upon discovery of a Non-Represented Use, Licensee shall pay Owner an additional attachment fee for each Attachment contained within the geographic area within which Licensee operates its interconnected system where the Non-Represented Use is discovered. Such additional fee shall be equal to the attachment fee charged by Owner to third parties with pole attachments used in a manner similar to the Non-Represented Use (as determined by Owner), less the Attachment Fee already paid by Licensee, plus interest at the Interest Rate accrued since the assumed Non-Represented Use commenced. Unless Licensee can prove otherwise, it shall be assumed for purposes of making the above calculation that Licensee has engaged in such Non-Represented Use since the commencement of this Agreement. Licensee shall also pay Owner any and all non-recurring administrative expenses Owner incurs as a result of processing and documenting such Non-Represented Use Attachments.

16. Time of Payment

Unless otherwise set forth herein, payments due hereunder shall be made within thirty (30) days from the date of the invoice. On all amounts not so paid, an additional charge for interest at the interest Rate, compounded daily will be assessed. All invoices for make ready construction work shall be paid in advance of the commencement of such work. Licensee may dispute the amount

of any bill, but shall not withhold payment of any amount in dispute. In the event a refund of any amount paid by Licensee is determined to be due (or in the event of the discovery of any other billing error) an adjustment to correct the billing error shall be made and applied to the Licensee's following years pole attachment invoice. Non-payment by Licensee of any such amounts due Owner, when due, shall constitute a default under this Agreement and may cause forfeiture of the bond or security required by Section 20, to the extent of the nonpayment. Where the provisions of this Agreement require any payment by Licensee to Owner other than for the Annual Attachment Fee, Owner may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by Owner of any work.

17. Indemnity

To the extent permitted by law, Licensee for itself and its contractors and subcontractors hereby releases Owner, its affiliates, and their respective directors, officers, employees and agents (collectively, "Indemnitees"), from any and all liability for loss of or damage to the Licensee's Attachments and for any interruption to, or failure of, the service rendered by Licensee or others in which such Attachments are used. Licensee further hereby agrees to indemnify, hold harmless, and defend Indemnitees from and against any and all losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any reasonable attorneys' fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising, directly or indirectly, out of the interruption or loss of Licensee's, its subscribers, affiliates, or sub licensees' services or because of any interference with communication reception of such services, or out of injuries to persons, including disease or death, or damage to property, or in any other way attributable to or arising either directly or indirectly out of, the attachment, installation, operation, presence, use, maintenance, or removal of Licensee's facilities to Owner's poles, or by the proximity of Licensee's facilities to all other parties, including the Owner, occupying space on Owner's poles, except that Licensee's obligation to indemnify Indemnitees shall not apply to any liabilities to the extent arising from Indemnitees' sole negligence or willful misconduct. Indemnitees shall be free to select counsel of their choice for their defense hereunder.

Because Licensee may utilize contractors in the construction of its facilities, Licensee hereto agrees to require its contractors and subcontractors to provide a release and indemnification of all claims for the benefit of the Indemnitees in the form attached hereto as Exhibit C. If Licensee fails to obtain the appropriate release and indemnification from its contractor/subcontractor, Licensee hereby agrees to provide the same release and indemnification to Indemnitees by Licensee's contractor or subcontractor on their behalf.

It is further agreed between the parties hereto, that to the extent any of the provisions of this Section are determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Section shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated, and provide the maximum indemnity allowed by law. With respect to claims against one party by the other party's employees, the latter party agrees to expressly waive its immunity, if any, as a complying employer under the workers' compensation law but only to the extent that such immunity would bar or affect recovery under or enforcement of the indemnification obligations set forth in this Section. With respect to the State of Ohio, this waiver applies to Article 35, Section II of the Ohio Constitution and Ohio Revised Code Section 4123.74.

The terms of this indemnity and any other indemnities set forth in this Agreement shall survive the termination of this Agreement. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this indemnification clause, Owner shall endeavor to put Licensee on timely notice of such claim.

18. Insurance

Licensee shall obtain and furnish the insurance described below. Licensee shall maintain and cause its subcontractors to maintain this insurance at all times during the performance of this Agreement.

- A. Coverage for the legal liability of Licensee and its subcontractors under the workers' compensation and occupational disease law of the state in which the Attachments are made. In states with a workers' compensation fund, Licensee and its subcontractors shall be contributors to the state workers' compensation fund and shall furnish a certificate to that effect. In states without a workers' compensation fund, Licensee and its subcontractors shall maintain an insurance policy for workers' compensation from an insurance carrier approved for transacting workers' compensation business in the state in which the Attachments are made. If Licensee or a subcontractor is a legally permitted and qualified workers compensation self-insurer in the state in which Attachments are made, it may furnish proof that it is such a self-insurer in lieu of submitting proof of insurance.
- B. Commercial general liability insurance with limits of not less than \$5,000,000 per occurrence.
- C. Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$5,000,000 per occurrence.

The above referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The limits of insurance indicated are minimum requirements and are in no way intended to limit Licensee liability.

Licensee will not be permitted to access owner's poles until Owner receives from Licensee one copy of an acceptable certificate of insurance covering the terms of Subsections A-C above. Such certificate shall state that the insurance carrier has issued the policies providing for the insurance specified above, that such policies are in force, and that the insurance carrier will give Owner thirty (30) days prior written notice of any material change in, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions should be explained in full in such certificates. Owner may, at its discretion, require Licensee to obtain insurance policies that are not subject to any exceptions. Licensee and its subcontractors shall obtain waivers of subrogation on all of their insurance. Such waivers shall be for the benefit of Owner and its affiliated companies. Policies written on a "claims-made" basis shall be maintained for a period of five years after completion of the Agreement. Licensee acknowledges that continued maintenance of the insurance requirements under this Agreement is a substantial and important part of this Agreement and that any lapse in insurance coverage shall be corrected so that coverage will be in place during the period required hereunder, with no gaps or lapses in coverage.

The amounts of insurance required under this Agreement shall be increased as Owner may reasonably require from time to time to account for inflation, generally increased insurance settlements, court verdicts or any other business purposes. If Licensee does not timely deliver to Owner a certificate showing all of the required insurance to be in full force and effect as required by this Agreement, Owner may either: (i) declare Licensee to be in substantial default under the terms of this Agreement upon which event this Agreement shall automatically terminate within sixty (60) days without the need for any further notice, or (ii) obtain the insurance to fulfill any and all of the insurance obligations under this Agreement. On Owner's demand, Licensee shall reimburse Owner the full amount of any insurance premiums paid by Owner, a fee of \$250.00 Dollars to cover applicable expenses and overheads incurred by Owner, and interest at the Interest Rate, compounded daily, from the date of Owner's demand, until reimbursement by Licensee.

19. Easements

Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons, which may be required for the construction or maintenance of Licensee's Attachments. Owner does not grant, convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of the Attachments. Licensee hereby agrees to indemnify and save Owner harmless (on a pro rata basis with all other users of Owner's poles who failed to secure such right, license, permit or easement, based on their respective proportionate use of space on such poles and to the extent the other users are part of such claim) from any and all claims, including the expenses incurred by Owner to defend itself against such claims, resulting from or arising out of the failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of the Attachments on Owner's poles, the loss of right-of-way or property owner consent, of the costs of relocating any of Owner's facilities or other attachments on Owner's poles. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this provision, Owner shall endeavor to put Licensee on timely notice of such claim. However, such notice obligation of Owner does not extend to permits or franchises: required by governmental entities. As applicable, all of the terms of the indemnity set forth in this Agreement are incorporated herein and shall apply with equal force to the indemnity set forth in this Section.

20. Letter of Credit, Performance Bond or Deposit

Owner shall require Licensee, to furnish an irrevocable letter of credit, performance bond, or deposit in an amount equal to two (2) year's Annual Attachment Fees for all Attachments, or \$10,000 dollars, whichever is greater, as a payment and/or performance guarantee for any sums which may become due to Owner for rentals, inspections, or work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement. Such security shall include an unqualified provision that the security will not be cancelled or changed except after one hundred and eighty – (180) days written notice to Owner. The amount of such security is subject to adjustment, at any time, by Owner for such amount as Owner may reasonably determine to be necessary. Such irrevocable letter of credit or performance bond shall include terms substantially similar to the terms set forth in Exhibits D and E, attached hereto and made a part hereof. Any deposit will be refunded, less any obligations due under this Agreement, upon termination of this Agreement.

21. Default or Non-Compliance

If Licensee fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from Owner to correct such default or noncompliance, Owner may, at its option, take any one or more of the following actions: (i) suspend Licensee's access to climb or work on it's Attachments on all of Owner's poles; (ii) terminate the specific permit or permits covering the poles to which such default or noncompliance is applicable; (iii) remove, relocate, or rearrange Attachments of Licensee to which such default or noncompliance relates, all at Licensee's expense; (iv) decline to permit additional Attachments hereunder until such default is cured; or (v) in the event of any failure to pay any of the charges, fees or amounts provided in this Agreement or any other substantial default, or of repeated defaults, terminate this Agreement. Notwithstanding the foregoing, Licensee shall have up to an additional thirty - (30) days to correct such default or noncompliance if Licensee promptly commences its corrective efforts within the thirty-day period described above and diligently continues such corrective actions thereafter. No liability shall be incurred by Owner because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to Owner under this Agreement or otherwise. No such termination, however, shall reduce or eliminate the obligation of the Licensee to make payments of any amounts due to Owner for any services covered, shall not waive charges for any Attachment until said Attachment is removed from the pole to which it is attached and shall not affect Licensee's Indemnification of Owner or the Insurance requirements contained in this Agreement. Owner shall be entitled to recover any and all attorney fees, costs and expenses incurred in successfully pursuing any of the remedies set forth above.

22. Alternative Dispute Resolution

Before seeking any action or complaint with a state or federal agency or court for a default under this Agreement or a claim that the enforcement of this Agreement is not consistent with state or federal law or is not a reasonable term or condition under state or federal law, the aggrieved party shall first give notice to the other party of its intent to file an action. Upon receipt of such notice the parties shall engage in good faith executive level talks whereby each party is represented by an employee or agent that is vested with sufficient authority to make binding decisions. Any disputes which remain after such executive level discussions shall be resolved by arbitration, to be held in Columbus, Ohio, in accordance with the rules and procedures of the American Arbitration Association. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

23. <u>Term</u>

Except as provided in the Default Or Noncompliance Section, this Agreement shall continue for a period of one year from the date hereof, and shall thereafter automatically renew for successive one year periods unless one party gives the other party written notice of termination at least sixty - (60) days in advance of the next renewal date. Should Licensee not place Attachments or reserve space on Owner's poles in any portion of the area covered by this Agreement within six - (6) months of its effective date, Owner may, at its option, terminate this Agreement. Licensee shall completely remove its Attachments from Owner's poles within one hundred twenty - (120) days of the termination date, unless an extension of the existing Agreement is negotiated or a new agreement covering such poles has been executed by the parties hereto. If Licensee fails to remove its facilities, Owner may and is hereby given the clear and incontestable right to remove Licensee's facilities, at Licensee's expense, from Owner's poles and without any liability to Owner.

24. Prior Agreements

This Agreement terminates and supersedes any prior agreement, license or joint use affecting Owner's poles and Licensee's attachments covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due to Owner under any prior agreement.

25. Transfers of Ownership

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and Licensee shall not assign, transfer, subject or subject any of the rights hereby granted without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion.

Owner shall be permitted to self all or part of the poles covered by this Agreement to a third party. Upon such sale, Owner shall determine in its sole discretion whether to assign this Agreement. If Owner elects to assign this Agreement, then such assignee shall become Owner under the terms of this Agreement. If Owner does not elect to assign, then this Agreement shall terminate as of the date of such sale for those poles subject to such sale. Upon such termination, Owner shall be permitted in its sole discretion to conduct an inventory pursuant to Section 10 above and collect any amounts owed for unauthorized Attachments.

26. Governing Law

Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect of the state where the poles are located.

27. Transmission Poles

Owner may permit Licenseë to make Attachments to Owner's transmission poles pursuant to the terms of this Agreement. Permission to attach shall be at Owner's sole discretion. If Owner determines in its sole discretion that it no longer desires to permit Attachments to transmission poles pursuant to the terms of this Agreement, then it shall provide Licensee sixty days prior written notice of Owner's intent to terminate the licensing of transmission pole space.

28. State Tariffs

It is the intent of the parties hereto that all terms and conditions of this Agreement and any applicable state tariffs be construed as being consistent where possible; however, in the event of a conflict or inconsistency between their respective terms and conditions, the terms of the applicable state tariff shall control.

29 Third Party

This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.

30. Execution

This Agreement may be executed in two counterparts each of which so executed shall be deemed to be an original.

31. Agreement Modifications

Master Pole Attachment Agreement _ Municipal_Non-Rental AEP Legal 838004.1 08/28/2012 10:13:37 AM This Agreement and its Exhibits constitute the entire agreement between the parties respecting pole attachments, and shall only be modified in a writing signed by both parties hereto.

32. Preservation of Remedies

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Owner shall impair or affect Owner's right thereafter to exercise the same.

33. Headings

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

34. Survival of Obligations

All payment, performance and indemnity obligations of Licensee under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

35. Notices

Any and all notices required or permitted hereunder shall be in writing and mailed postpaid via United States First Class Mail or reliable, receipted overnight courier service, or submitted in an electronic format acceptable to the Owner as follows:

Owner: Kingsport Power Company

Attn: Thomas Watts 404 29th Street West Charleston, WV 25387 tmwatts@aep.com Licensee: Sullivan County Highway Department

Attn: Eric Kerney 147 County Hill Rd Blountville, TN 37617 Thomas.kerney@sullivancountytn.gov IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sulfivan County Highway Department	KINGSPORT POWER COMPANY		
By T. Ein Xerney	By:Marc Feeney		
0	Marc Feeney		
Title: Operations Manager	Title: Attachment Contract Services Manage American Electric Power Service Corp.		
Date: 21/14 18, 2020	Date: May 18, 2020		

EXHIBIT A POLE ATTACHMENT PERMIT

	Date: 5/13/2020
Kingsport Power Company (Owner) hereby grants to Department (Licensee) a license and permission to place on Owner's poles.	Sullivan County Highway and/or maintain attachments
TABLE DESCRIBING ATTACHME	
LOCATION	TYPE OF ATTACHMENTS
Sullivan County, TN	Banner/Flag
Sullivan County Red Light Division responsible for the installation a	and removal of Banners

EXHIBIT B ATTACHMENT FEES SCHEDULE

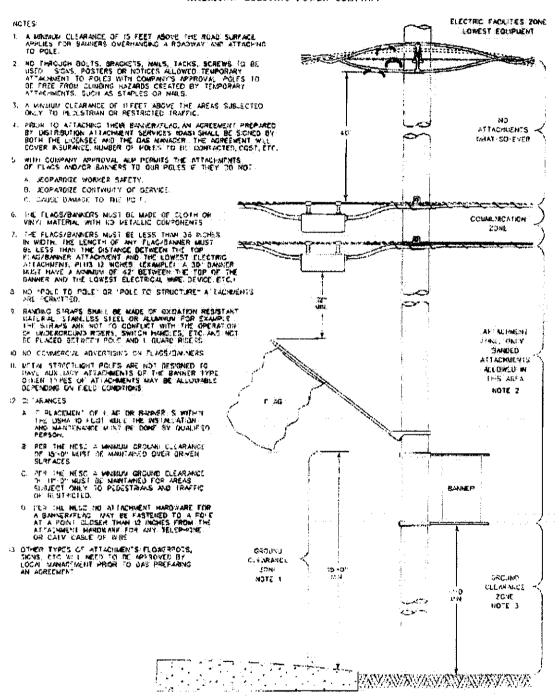
Purpose of Attachment:

*Annual Fee Per Attachment:

Licensee shall only be permitted hereunder to use the Attachments for the purpose of providing internal communications, and shall not license use of the Attachments to any third party without Owner's prior written consent which may be withheld at Owner's sole and absolute discretion. If Owner grants permission to Licensee to use its facilities for any purpose other than as stated herein, Licensee shall pay Owner the market rate for pole occupancy. The pricing set forth herein shall only be applicable to distribution poles located within the Sullivan County, TN

\$ Non-Rental Agreement

* Section 14, Item C: The Annual Attachment Fee shall be waived as long as these attachments are used for Licensee's internal use only. If the market rate for pole occupancy is applicable, the Owner may adjust rates by providing Licensee written notice prior to the effective date of such revision or rate adjustment.



TEMPORARY SIGN, BANNER, POSTER ATTACHMENTS TO ELECTRIC SEPPLY POLES

File #1

Rezoning

From April 2020

Sponsors: Calton/Gardner

REZONING REQUEST FROM WILLIAM ROWLAND TO REZONE PROPERTY LOCATED AT 3460 HWY 75, BLOUNTVILLE FROM R-3A/B-3 TO M-1

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1	•		
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	1			
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1	5.4.44		
Vance	Mark	1			
Woods	Doug	1			

Sullivan County Board of County Commissioners 240th Annual Session

Item 1 No. 2020-05-01

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May, 2020.

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

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.

Approv

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

Duly passed and approved this 21st day of May, 2020.

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Sponsor: Commissioner Darlene Calton Co-Sponsor: Commissioner John Gardner

2020-05-01 COMMISSION ACTION: 05/21/20 Approved Roll Call Vote – 23 Yes, 1 Absent

Applicant # 1 – Marc & Janice Paquette

• Applicant #2 – William Rowland

Item 1

Resolution No. 2020-05-01

Sponsors: Calton/Gardner

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

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

Sullivan County Board of County Commissioners 240th Annual Session

Item 2 No. 2020-02-16 AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of February, 2020.

RESOLUTION TO ADOPT THE COUNTY FINANCIAL MANAGEMENT SYSTEM OF 2020 OF 1981, ORGANIZATION OPTION II, Optional Purchasing Department.

Resolution amended in its entirety with Amendment #1 attached hereto.

WHEREAS, unlike the 1957 laws, this program includes the management of school funds just like all other county funds; and,

WHEREAS, the Tennessee General Assembly has enacted the County Financial Management System of 1981, codified in *Tennessee Code Annotated*, Sections 5-21-101 through 5-21-129; and,

WHEREAS, Tennessee Code Annotated, Section 5-21-126, authorizes counties to adopt the provisions of the County Financial Management System of 1981 by a two-thirds (2/3) majority vote of the county legislative body; and,

WHEREAS, after studying this optional law, this county legislative body of Sullivan County has concluded that it is in the best interest of the county to follow the procedures delineated in the law; and,

WHEREAS, sound business practices dictate that establishing a central system would significantly improve internal controls over the accounting and budgeting processes; and.

WHEREAS, The Division of Local Government Audit strongly believes (stated in multiple audits):

SULLIVAN COUNTY SHOULD ADOPT A CENTRAL SYSTEM OF ACCOUNTING
AND BUDGETING COVERING ALL DEPARTMENTS

Sullivan County operates a central purchasing department that makes purchases and enters into contracts for all departments pursuant to Chapter 261, Private Acts of 1947, as amended. For its accounting and budgeting, Sullivan County operates under provisions of Section 5-12-101, et seq., Tennessee Code Annotated (TCA), and Section 5-13-101, et seq., TCA. These acts include provisions for centralized accounting and budgeting under the administration of the director of accounts and budgets for funds maintained by the mayor and road superintendent. However, accounting records for the school department are maintained by school department personnel. Sound business practices dictate that establishing a central system would significantly improve internal controls over the accounting and budgeting processes. The absence of a central system of accounting and budgeting has been a management decision by the county commission resulting in decentralization and some duplication of effort. The Division of Local Government Audit strongly believes that the adoption of a central system of accounting and budgeting is a

best practice that would significantly improve accountability and the quality of services provided to the citizens of Sullivan County. Therefore, we recommend the adoption of the County Financial Management System of 1981 or a private act, which would provide for a central system of accounting and

No. 2020-02-16

budgeting covering all county departments (Source: Division of Local Government Audit (2019 June 30) Annual Financial Report Sullivan County Tennessee, (p. 273); and,

WHEREAS, historically, a best practice has consistently shown superior results over conventional methods; and,

NOW, THEREFORE, BE IT RESOLVED this accounting and budgeting system covering all departments is to be installed within 13 months, beginning on July 1 of the fiscal year after its adoption T.C.A. 5-21-127; and,

BE IT FURTHER RESOLVED by this County Legislative Body meeting in Regular Session on this 20th day of February, 2020, that Sullivan County shall be governed by the provisions of the County Financial Management System of 1981, Organization Option II, Optional Purchasing Department, and codified in *Tennessee Code Annotated*, Sections 5-21-101 through 5-21-129, and as it may be amended from time to time.

WHEREAS, sound business practices dictate that establishing the "Sullivan County Financial Management System of 2020" would significantly improve internal controls over the accounting and budgeting processes for both the county and school system.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby request the General Assembly of the State of Tennessee to enact the "Sullivan County Financial Management System of 2020" as follows for the benefit of the residents of Sullivan County, Tennessee.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE

SECTION 1. SCFMS--

This chapter shall be known and may be cited as the "Sullivan County Financial Management System of 2020" (SCFMS)

SECTION 2. Purpose --

It is the purpose of this chapter to provide Sullivan County with a modern and efficient system for the management of county finances, including, but not limited to, accounting, budgeting, purchasing, investment oversight, debt management, grant coordination, payroll, and cash management oversight.

SECTION 3. Local Approval --

This chapter shall become effective in Sullivan County upon a two-thirds (2/3) majority vote of the county legislative body adopting this chapter.

SECTION 4. Definitions --

As used in this chapter, unless the context otherwise requires:

- (a) "Agency" means any entity of the county government, including, but not limited to, boards, commissions, departments and offices headed by employees or officers of the county whose funds are maintained by the county trustee.
- (b) "Capital asset" means land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period;

- (c) "Chief administrative officer" has the same meaning as defined in § 54-7-103.
- (d) "County mayor" means county executive or county mayor.
- (e) "Purchase" means the purchase, lease, lease-purchase, or contract for procurement of real and personal property or services or any combination thereof; and
- (f) "Special committee" means the following: budget, administrative, executive, investment, debt management, or purchasing.

SECTION 5. Creation of finance department --

- (a) There is created a finance department to administer the finances for all funds of the county maintained by the county trustee.
- (b) The finance department shall be responsible for accounting; budgeting; debt management; grant coordination; payroll; and cash management oversight for all agencies of the county as provided in this chapter. The finance director, with the approval of the mayor, shall develop a system in conformity with generally accepted governmental accounting principles and practices prescribed by the comptroller of the treasury.
- (c) A central purchasing department shall be created as provided in Section 10. This department shall be responsible to the financial management committee (SCFMC)
- (d) The funding for the finance department shall be allocated between the county general fund and county general purpose school fund. Each fund's allocation shall be based upon the expenditures budgeted from the respective funds in the 2020 FY adopted operating budget.
- (e) The county legislative body shall provide adequate office space and shall appropriate adequate funds for equipment and supplies necessary for the efficient operation of the finance department and central purchasing department.
- (f) All employees performing the functions of accounting, budgeting, debt management, grant coordination, payroll, and cash management oversight for the various agencies of the county shall be transferred to the finance department and shall function under the supervision of the finance director, except for the following: any employees the finance director does not require and the head of the agency agrees to retain, and employees of any county officer enumerated in \$8-22-101 needed to perform the duties of such county officer. Notwithstanding any other law to the contrary, all positions transferred enumerated in §8-22-101 needed to perform the duties of such office as determined by such to the finance department and the salaries, benefits, travel and training and other expenses relating to such personnel shall be budgeted under the finance department. Officers enumerated in

§ 8-22-101 may continue to have employees to perform duties regarding receipt and disbursement of funds, and accounting for same, which are directly related to the duties of their respective offices; provided, that all other accounting, budgeting, debt management, grant coordination, payroll and cash management oversight functions shall be performed by the finance department except as otherwise specified in this chapter.

(g) All fees and commissions allowed, collected or in any manner received by any county officer enumerated in § 8-22-101 as a fee or commission of the office shall be transferred to the county trustee monthly and deposited in the county general fund. The county legislative body shall make the necessary appropriations from the county general fund and pay to any officer enumerated in § 8-22-101 the salary as fixed by § 8-24-102 and the authorized expenses fixed by law for the operation of the office including the salaries and related expenses of all deputies and assistants as authorized by title 8, chapter 20, irrespective of the fees earned or collected by the officers. The number and salary of deputies and assistants of the officers listed in § 8-22-101 shall continue to be set pursuant to title 8, chapter 20.

SECTION 6. Finance Committee -

A finance committee is created.

- (b) The SCFMC shall consist of seven (7) members as follows: the county mayor; chief administrative officer of the county highway department; director of schools; finance director during the implementation period (non-voting member except in case of a tie); three (3) other members of the Commission elected by the county legislative body. After the completion of the implementation period the mayor shall appoint an additional member from the county legislative body, or a member of the county school board approved by the legislative body to take the position previously filled by the finance director during implementation
- (c) The SCFMC at its first meeting after September 1 of each year shall elect a chairperson for a term of one (1) year and shall annually elect a vice-chairperson who shall serve as chair of the SCFMC during the absence of the chairperson.
- (d) The SCFMC shall meet quarterly and from time to time at the call of the chairperson or majority of the members as necessary and prudent for the discharge of its duties.
- (e) The finance director shall appoint a secretary to the SCFMC who shall be responsible for keeping records of the actions of the SCFMC. The finance director or his designated representative may speak at meetings of the SCFMC as the SCFMC may deem proper; provided, that the finance director shall

not vote on any matter before the SCFMC except to break a tie vote during the implementation period.

- (f) The SCFMC shall establish and approve policies, procedures, and regulations in addition to the specific provisions of this chapter, for implementing a sound and efficient financial system for administering the funds of the county.
- (g) The SCFMC may promulgate personnel policies for the finance department not in conflict with title 5, chapter 23, after receiving the recommendations of the finance director.
- h) The SCFMC shall prohibit the existence of nepotism within its operations. Nepotism shall not be allowed involving any member of the SCFMC members, county legislative body, and board of education member, the finance director or the purchasing agent. This policy shall address spouses, children, parents and siblings (including stepchildren, stepsibling, and parents' in-laws).

SECTION 7. Committees --

- (a) The mayor shall, with approval of the county legislative body, establish an audit committee in accordance with § 9-3-405(b), unless a county legislative body has previously established an audit committee pursuant to § 9-3-405(a). All meetings of the audit committee shall be governed by § 9-3-405(c) (i).
- (b) The county legislative body may by resolution create and constitute any/all the separate special committees as provided in subdivisions (1) (4) of this subdivision
- (c) If any of the special committees are not created, the SCFMC shall assume the duties of the special committees; the SCFMC shall assume or designate to the budget committee the duties of the debt management and investment committees that will also consult with or advise the county trustee on all investment decisions. The SCFMC may, as the need arises assign subcommittees to report back to the committee on the various needs.

The special committees are as follows:

- a) A budget committee, which shall consists of seven (7) members as follows: one (1) county mayor serving as chairperson or his designee and six (6) members of the county legislative body nominated and selected by the county mayor and approved by the county legislative body.
- b) The SCFMC shall serve as the advisory committee to the purchasing agent or it may designate a subcommittee to serve in that capacity.
- c) The administrative and executive committees have historically acted as a hearing body to review and make recommendations to the budget committee over the assigned department's budget

request. These two (2) committees shall be comprised of commission members not sitting on the budget committee.

- (1) Appointed or elected members of any special committee created pursuant to this chapter shall be appointed or elected annually to serve for a term of one (1) year and shall be appointed so as to be confirmed by simple majority vote of the county legislative body.
- (2) The county mayor or the mayor's designee shall serve as chairperson of each special committee created pursuant to this chapter until the special committee shall annually elect a chairperson at its first meeting. Each special committee shall annually elect a vice-chairperson to serve in the absence of the chairperson.
- (3) The finance director shall appoint a secretary to each special committee established pursuant to this chapter and the appointee shall be responsible for keeping records of the actions of the special committee. The secretary may speak at meetings of the special committee as the special committee may deem proper; provided, that the secretary shall not vote on any matter before the special committee.
- (4) The county legislative body shall by resolution set the compensation, if any, for the members of the various committees required or authorized by this chapter.

SECTION 8. Finance Director Position --

- (a) If or when the finance director's position is to be filled the county mayor shall appoint the finance director with the approval of the county legislative body
- (b) The county mayor may dismiss the finance director upon the recommendation of the SCFMC and the approval of the county legislative body. The county mayor shall be responsible for ensuring the finance director complies with the various provisions of this chapter.
- (c) The finance director shall for all purposes be an employee of the county, function as a department head, and shall be supervised by and report administratively to the county mayor.
- (d) The finance director shall have as a minimum qualification a bachelor's degree from an accredited college or university with at least twelve (12) semester hours of accounting or finance, or both, plus at least five (5) years of experience in a governmental accounting or finance position. During the selection process, the county mayor shall consider not only the candidate's education and experience, but also professional certifications from nationally recognized professional organizations in the field of accounting and finance, and other criteria as established by the county legislative body. The finance

director shall annually obtain at least twenty-four (24) hours of continuing professional education (CPE) in the field of governmental accounting and finance. Notwithstanding any of the provisions of this section, any person serving as a director of finance pursuant to the County Financial Management System of 1981, compiled in title 5, chapter 21, director of accounts and budgets pursuant to the County Fiscal Procedure Law of 1957, compiled in title 5, chapter 13, or any similar private act on the date this chapter becomes effective in any county, shall be eligible for appointment as the finance director and shall be required to fulfill the twenty-four (24) minimum hours of CPE annually.

(e) The compensation of the finance director shall be determined by the SCFMC within the limitations of the budget; provided, that the compensation shall not be less than the salary paid to the county trustee, and in addition to the salary, the county shall appropriate sufficient funds to pay for applicable professional organization dues, professional certifications, the costs of obtaining the required twenty-four (24) hours of CPE credit, and the costs of obtaining CPE credit to maintain any professional certifications.

SECTION 9. Finance Director's Duties --

- (a) The finance director shall be the head of the finance department and oversee its operations. The finance director has authority to hire, promote, demote, discipline, and dismiss employees of the finance department consistent with the personnel policies applicable to the finance department. The finance director shall determine compensation of employees of the finance department within the budget.
- (b) The finance director shall be responsible for implementation of the policies of the SCFMC and the decisions of any special committee established pursuant to this chapter.
- (c) The finance director shall implement and maintain an accounting, budgeting, and debt management, grant coordination, payroll and cash management system for the county and may assist other county officers and department heads as requested to achieve an efficient financial management system for the county. The finance director shall establish and maintain records of capital assets of the county in accordance with generally accepted governmental accounting principles. The finance director shall annually develop long-range plans for addressing any long-term liabilities and present these plans to the SCFMC for its consideration.
- (d) The finance director shall appoint an assistant finance director subject to the majority approval of the SCFMC. The assistant finance director shall be an employee of the finance department and shall perform those duties and responsibilities as are assigned by the finance director. In the absence of the

finance director, other than a vacancy in the position, the assistant finance director shall perform the duties of the finance director necessary to the continued operation of the finance department. In the event of a vacancy in the position of finance director, the deputy finance director shall perform the duties of the finance director necessary to the continued operation of the finance department until a finance director is appointed by the county mayor.

SECTION 10. Purchasing Agent --

- (a) The county mayor shall appoint the purchasing agent with a simple majority approval of the county legislative body.
- (b) The central purchasing department separate and apart from the central finance department is established under the SCFMC. The purchasing agent's compensation shall be determined by the SCFMC within the limitations of the budget; provided, that the compensation shall not be less than the salary paid to the county trustee.
- (c) The county mayor may dismiss the purchasing agent with a recommendation of the financial management committee and approval of the county legislative body. The county mayor shall be responsible for ensuring the purchasing agent complies with the purchasing policies and procedures adopted by the SCFMC.
- (d) The purchasing agent shall have at least five (5) years of experience in governmental or private sector procurement. During the selection process, the county mayor shall consider not only the candidate's experience, but also professional certifications from nationally recognized professional organizations in the field of public procurement. The purchasing agent shall for all purposes be an employee of the county, function as a department head, and shall be supervised by and report administratively to the county mayor. The purchasing agent shall be the head of the purchasing department and oversee its operations. The purchasing agent has authority to hire, promote, demote, discipline, and dismiss employees of the purchasing department consistent with the personnel policies applicable to the purchasing department. The purchasing agent shall determine compensation of employees of the purchasing department within the budget. The purchasing agent shall be responsible for implementation of the policies and procedures established by the SCFMC.
- (e) The purchasing agent shall appoint the assistant purchasing agent subject to the approval of the SCFMC. The assistant purchasing agent shall be an employee of the purchasing department and shall perform those duties and responsibilities as are assigned by the purchasing agent. In the absence of the purchasing agent, the assistant purchasing agent shall perform the duties of the purchasing agent

necessary to the continued operation of the purchasing department. Any person serving as a purchasing agent pursuant to county legislative action on the day this chapter becomes effective in the county shall be eligible for appointment as the purchasing agent.

SECTION 11. Official Bond --

- (a) The finance director shall execute a surety bond or acquire appropriate insurance coverage in an amount not less than one hundred thousand dollars (\$100,000), for the faithful performance of the finance director's duties in accordance with the general law on county officials' bonds. The bond shall be prepared in accordance with the provisions of title 8, chapter 19, approved by the county legislative body, filed with the county clerk for safekeeping, and recorded in the office of the register of deeds.
- (b) The cost of the bond shall be paid from funds appropriated to the finance department for this purpose unless otherwise funded.
- (c) The amount of the bond may be increased by the SCFMC subject to additional appropriations for the cost of such additional bond amount.
- (d) The purchasing agent shall execute a surety bond/liability insurance in the same amount and manner as the finance director.

SECTION 12: Developing of the annual budget--

- (a) The finance director, in coordination with the budget committee shall establish a calendar for the development and approval of the fiscal year's budget. The calendar shall be approved by the SCFMC and reported to the county legislative body at the December monthly meeting.
- (b) The forms for receiving the upcoming fiscal year's budget request are to be developed by the finance director under the guidance of the budget committee and delivered to the departments, commissions, and agencies no later than January 15th.
- (c) No later than February 8th the new fiscal year's budget request along with projected revenues and funding sources for the respective office/department will be received and organized into spreadsheets to be presented for review by the responsible committees. Currently, those committees are the budget, administrative and executive committees, but may be redirected to any committees or replacement committees as decided by the county legislative body. These committees will report their recommendations to the budget committee by March 15th.
- (d) No later than May 1, the local education agency (LEA) shall submit a proposed budget including projected revenues to the finance director for presentation to the budget committee provided that,

the LEA may amend the proposed budget after May.

- (e) No later than May 15th, the county budget committee shall vote upon the proposed budget and the finance director shall notify the LEA whether the county budget committee approves or rejects the LEA's proposed budget.
 - (1) If approved, the finance director shall immediately forward the proposed budget to the county legislative body for consideration; or
 - (2) If rejected, the LEA shall submit a revised budget proposal to the finance director—within ten (10) business days after receipt of notice that the budget proposal was rejected.
- (f) If the county legislative body fails to adopt a budget, property tax resolution, and appropriation resolution by July 31 of any year, then by operation of law, the operating budget for the ensuing fiscal year, other than the portion for the county department of education, shall be the consolidated budget with proposed amendments submitted by the county mayor or the budget committee. The property tax levy resolution must be enough to fund the consolidated budgets enacted by resolution and by operation of law.

If the county legislative body and the county school board fail to agree upon a budget for the county department of education by June 30th of any year, then, by operation of law, the budget for the county department of education shall be equal to the minimum budget required to comply with the local match and maintenance of effort provisions of the BEP or any subsequent statutory provisions establishing local funding to be generated. However, if for three (3) consecutive years, the county legislative body and school board fail to agree upon a budget and the department of education receives the minimum required funding for that fiscal year by operation of law, then, the budget in the third year shall include a mandatory increase that is equivalent to three percent (3%) of the required funding from local sources for schools; provided however, this increase shall not be required if during any of those three (3) years the school board failed to submit its budget proposals in accordance with the budget calendar provided for in this act. Local revenues projected for the schools shall be projected consistently with the other county funds by the finance director.

- (g) The proposed budget shall not decrease personnel for the sheriff's office without the agreement of the sheriff (§ 8-20-120).
- (h) The budget for the county election commission shall conform to the requirements of § 2-12-109 and § 2-12-209.
- (i) The budget committee's proposals shall conform to the requirements of title 8, chapter 20.

- (j) At the time of the submission of the proposed operating budget by the budget committee to the county legislative body, the finance director shall report to the county legislative body as to whether any portion of the proposed operating budget would likely cause either a reduction of state funds or the county receiving an amount less than what the county could otherwise be eligible to receive
- (k) Any commissioner may propose amendments to any appropriation except LEA in the budget and it be voted upon by the county legislative body and if approve, would be part of the budget if not creating a conflict with governing statutes or creating a deficit budget.
- (I) The budget committee shall present to the county legislative body a proposed budget appropriation resolution and proposed tax levy resolution when the proposed operating budget is presented.
- (m) The local revenues for the school funds shall be recommended by the budget committee and accepted by the county board of education if they cannot reach an agreement otherwise.

SECTION 13. Appropriations --

- (a) The appropriations made in the appropriation resolution, or any amendments thereto, shall constitute the limit to expenditures for the various purposes and from the stated funds of the county for the fiscal year covered by the resolution, and no expenditure shall be made or obligation created in excess of that limitation.
- (b) Any resolution presented to the county legislative body in any fiscal year, after the original appropriation resolution has been adopted and the property tax rate for the year has been set, which provides for an expenditure in addition to those made in the original budget appropriation, shall specifically provide the source of revenue or designate the source of funds necessary to meet expenditures to be made in consequence of the additional appropriation.
- (c) The appropriations made by the county legislative body shall constitute authorization for the expenditures contained therein unless otherwise limited by the county legislative body, subject to the impoundment authority granted to the SCFMC, county legislative body, and county board of education pursuant to Section 16 of this act.
- (d) The expenditures and encumbrances against the amounts appropriated shall be made only upon an order or authorization issued by the purchasing department.
- (e) No expenditures made, or obligations created in any manner shall be valid or binding against the county except as provided by this chapter.

SECTION 14. Amendment of Operating Budget --

(a) Amendments to the LEA final adopted operating budget of the county shall be made as follows:

Board of education amendments to line items within the major categories are developed by the director of schools and submitted to the board of education for approval. The director of schools shall report the proposed amendments to the finance director five (5) days prior to proposing the amendments and report on the action taken within five (5) days. The finance director may offer his opinion on the amendment or comment if requested.

Board of education amendments to the major categories which do not increase the grand total of appropriations in the original adopted budget of the county department of education shall be proposed by the director of schools and approved by the county board of education, then shall be submitted to the budget committee for approval. The finance director may offer his opinion on the amendment or comment if requested. The budget committee must act within thirty (30) days of submission by the director of schools or the director of schools may submit the request to the county legislative body.

Board of education amendments to line items and major categories that increase the total revenues or appropriations, or both, of the original adopted budget shall be approved by the county board of education and submitted by the director of schools to the budget committee for its recommendation and to the county legislative body for their approval, except as provided by § 49-2-203(b)(15). The budget committee must act within thirty (30) days of submission by the director of schools or the director of schools may submit the request to the county legislative body. The finance director shall provide his opinion on the requested amendment.

(b) Amendments to the county's final adopted operating budget, other than the LEA, are to be submitted by the county mayor, chief administrative officer of the county highway department head or any other agency of the county whose budget is to be approved by the county shall be made as follows:

Amendments within major categories of the budget shall be submitted to the budget committee for approval. If the budget committee declines to approve the request, then the

requesting department may submit the request to the county legislative body at the next scheduled meeting.

Amendments to major categories of the budget that increase the total revenues or appropriations, or both, may be proposed by the county mayor, chief administrative officer of the county highway department or any other agency of the county whose budget is to be amended shall be submitted to the budget committee for recommendation and to the county legislative body for their approval. The budget committee must act within 30 days of submission or the requesting party may submit the request to the county legislative body. The finance director shall provide his opinion on the requested amendment.

(c)

(1) Notwithstanding subsection (a & b), amendments shall be made to comply with any court order entered pursuant to title 8, chapter 20.

SECTION 15. Impoundment of Funds --

If at any time the finance director determines that the revenues or other resources are, with respect to any fund, less than was anticipated in the adopted operating budget, or if unanticipated expenditures arise which will likely create a budget deficit, the finance director, may certify to each member of the county legislative body for non-school funds and to the county board of education for school funds, may impound the appropriations as may be necessary to prevent deficit operation. The impoundment may be overridden by a simple majority vote of the county legislative body for non-school funds and the county board of education for school funds. If the county legislative body or county board of education overrides an impoundment, the county legislative body or the county board of education. The necessary amendments to the operating budget as may be necessary to prevent deficit operation. The necessary amendments require a majority vote of the county legislative body or the county board of education. However, no impoundment of funds shall affect expenditures mandated by state statute or court order that have been appropriated to the offices as enumerated in § 8-22-101.

SECTION 16. Capital Budget --

(a) Annually, the county mayor, director of schools, and chief administrative officer of the county highway department shall submit to the finance director, on forms developed by the finance director and approved by the SCFMC, a five (5) year plan for capital outlays to be revised annually. The proposed capital outlays shall include estimated expenditures, a schedule for project completion or purchase of real and personal property, or both. Capital outlay for purposes of this section shall

include any single purchase of a capital asset as defined in Section 4 when the total purchase price inclusive of all related expenses are expected to equal or exceed the county's capitalization threshold policy as set by the SCFMC.

- (b) The finance director shall consolidate the details of all proposals for capital outlays noted in subsection (a) for the next fiscal year, including capital projects to be initiated during the next fiscal year and purchases requiring capital outlays during the next fiscal year. The SCFMC shall recommend to the budget committee a funding source and the amount of capital outlay expenditures to include in the operating budget.
- (c) The SCFMC shall propose a revised consolidated capital outlay plan for the ensuing fiscal year at the same time the proposed operating budget is presented to the county legislative body. This document shall be known as the "proposed capital project plan".
- (d) The county legislative body shall review the proposed capital project plan presented by the SCFMC. The county legislative body may alter the plan and shall annually adopt a capital projects plan. Prior to the adoption of a capital projects plan, the county board of education director of schools, the chief administrative officer of the county highway department, and the county mayor have the right to address the county legislative body in regard to their respective agencies' capital project needs.

SECTION 17. Debt --

Issuance of Debt

The finance director shall receive from the county mayor, director of schools, chief administrative officer of the county highway department, and all other county agencies, offices, and departments all proposals for the issuance of debt, and shall present such proposals, along with the recommendation of the finance director, to the budget committee, with the following exceptions:

- (1) Tax anticipation notes; and
- (2) Contracts, leases, or lease-purchase agreements extend beyond one year shall be considered long-term debt.

Debt Management Role

(a) The budget committee shall review proposals for the issuance of debt for conformity with the adopted capital projects plan, the operating budget for the current fiscal year, and any proposed operating budget for the next fiscal year that may have been submitted by the budget committee.

- (b) Additionally, the budget committee shall review proposals for the issuance of debt to determine whether the proposal optimizes the county's financial resources, impacts negatively upon the credit rating of the county, or whether better financing or funding proposals exist.
- (c) Each year, the budget committee shall report its recommendation on all proposals for the issuance of debt to the county legislative body. Proposals for the issuance of debt not received during the annual budget process, the SCFMC committee shall submit its recommendation to the budget committee within one (1) month from receipt of the proposal for the budget committee's recommendation to the county legislative body.
- (d) The county legislative body shall not approve the issuance of any debt for which its approval is required by law until it has received the recommendation of the budget committee, unless the budget committee is requested by the county legislative body to make a recommendation and it fails to do so within thirty (30) days of making the request.
- (e) On or before May 1 of each year, the finance director shall prepare and submit to the budget committee a report on the current debt structure of the county, showing the amounts borrowed and date of borrowing, purpose of the borrowing, principal outstanding, interest paid, interest to be paid each year until retirement of the debt, interest rate, and source of funds for payment of principal and interest. The finance director shall make recommendations for improvements in debt management, financial soundness of the county, and whether any change in the debt structure is needed, including, but not limited to, early retirement of debt or refunding of debt. The budget committee shall review this report of the finance director and shall report its recommendations regarding any proposed changes in debt structure to the county legislative body on or before July 1 of each year.
- (f) The budget committee shall prepare a debt management policy in compliance with statutory requirements and state funding board recommendations to be submitted to the county legislative body for approval.
- (g) The budget committee shall ensure the finance director prepares and files all necessary reports required by the Securities and Exchange Commission, the municipal securities rulemaking board, and all other regulatory authorities related to the county's debt.

SECTION 18. Budgetary Report --

(a) The finance director shall prepare a budgetary report each month showing the condition of the budget. This budgetary report shall be posted on the county's website by the fifteenth (15th) day of the following month or as soon thereafter as the necessary information is available.

- (b) The budgetary report shall show for each line item appropriation the total expenditures for the month and the year to date, the number of outstanding encumbrances, and the amount of the unencumbered balance.
- (c) The budgetary report shall also show for each fund an itemized statement of the revenues estimated for the year, the amount of the revenues of each item for the month and the year to date, and the unrealized portion of the estimate.
- (d) The head of each agency of the county shall be notified of the posting of the monthly budgetary reports for their respective agency.
- (e) Upon notifying the members of the county legislative body of posting of such report, additional information shall be provided of areas (departments or accounts that should be highlighted for their attention if action should be forthcoming of the issues noted).
- (f) Any member of the county legislative body or constitutional officer may request in writing to the finance director a printed copy and it shall be provided.

SECTION 19. Investing Idle County Funds --

The SCFMC shall establish and approve policies and procedures for investing idle cash funds in various investments in accordance with § 5-8-301. The SCFMC or budget committee, if created may authorize the county trustee to perform the daily investment function.

SECTION 20. Checking System --

- (a) The county may elect to use a checking system for the disbursement of funds. The checking system shall be installed and maintained by the trustee, in concurrence with the finance director, in accordance with the provisions of § 5-8-210.
- (b) All checks on county funds held by the county trustee shall be signed by the finance director and the following person or persons, whichever is applicable:
- (1) The director of schools for disbursements from school funds.
- (2) The county mayor for disbursements of county funds from other than school.
- (c) All signatures required on county checks may be executed by methods other than personal signature if such methods are approved by the person authorized to sign, the SCFMC, and the comptroller of the treasury.

- (d) Checks shall be prepared by the finance department and the appropriate signature affixed representing the finance director and either the county mayor or director of schools upon their authorization. The finance department shall mail or cause to be delivered all checks drawn upon county funds held by the county trustee. The finance director may authorize and cause funds to be electronically transferred from county bank accounts, upon approval of the SCFMC and the comptroller of the treasury.
- (e) The finance department shall maintain a copy of all checks issued, invoices correlated to the checks or electronic transfers carrying out the requisition or paying for the goods or services received as described on the invoice.
- (f) The purchasing agent shall maintain a record of all requisitions for disbursements.
- (g) The copies of checks and other records of the finance department shall be retained in accordance with retention schedules authorized by § 10-7-404.
- (h) Checks to disburse funds may not be written and transfers of funds may not be made by electronic means until the finance director or his or her designated employee has reviewed the requisition, invoice, receiving documentation, or other document indicating a disbursement of county funds should be made. This review function shall be known as pre-audit. A pre-audit approval for disbursement of funds shall not be made unless the documentation supporting a disbursement of funds appears to be correct, properly authorized, and not exceeding the unencumbered balance of the appropriations against which they are chargeable. Pre-audit approval for disbursement of funds shall be made by signature of the finance director or designated employee(s) of the finance department in a timely manner to prevent work stoppage or postponement of services and in a format developed by the finance director and approved by the SCFMC C.
- (i) Disbursements of county funds shall be made as follows:
 - (1) Payroll disbursements shall be based upon documentation furnished to the finance department and certified by all heads of all agencies of the county for themselves and their employees establishing the employment relationship and all relevant information required by the finance director to determine proper payment, withholding of income for taxes and other purposes, benefits, leave status, or other information relevant to the county's financial relationship to the employee.
 - (2) Disbursements for personal property received by the county shall be based upon invoices showing receipt of personal property properly requisitioned and purchased

pursuant to a properly issued purchase order or report of an emergency purchase approved by the purchasing agent.

- (3) Disbursements for services rendered to the county shall be based on services performed and approved by the head of the agency of the county receiving the service.
- (4) Disbursements pursuant to a contract or agreement shall be based upon documentation from the head of the county agency responsible for the county's obligation.
- (5) Disbursements based upon a court order or settlement of a lawsuit shall be based upon the written directive of the county attorney or the attorney representing the county board of education.
- (6) Disbursements for the purchase or condemnation of real property shall be based upon the written directive of the director of schools for school property, the chief administrative officer of the county highway department for highway property obtained with highway funds, and the county mayor for all other real property.
- (7) Disbursements of appropriations to nonprofit organizations approved through the budgetary process shall be based upon the written directive of the county mayor.
- (8) Heads of all agencies of the county and employees of the county shall furnish to the finance director or the finance director's designated employee all requested information in a timely manner to insure the proper and timely disbursement of county funds.

SECTION 21. Purchasing policies & Procedures --

(a) Policies and procedures for purchasing for the county shall be established by the SCFMC, upon receiving the recommendations of the purchasing agent. The policies and procedures for purchasing shall be made available for the use of all officers and employees of the county involved with purchasing. The SCFMC shall establish a system whereby heads of all agencies of the county or their designees requisition real and personal property or services and provide estimates of cost. Such requisitions shall be reviewed by the purchasing agent or the purchasing agent's designee and if the requisition appears to be correct, properly authorized, and the cost will not exceed the unencumbered balance of the appropriation against which the cost of the requisition is chargeable as approved by the finance department, then the

purchasing agent shall determine the proper method of obtaining the property or services, and issue purchase orders as appropriate according to this chapter and the policies and

procedures of the SCFMC. Heads of all agencies of the county may specify employees who are authorized to make requisitions, and any limitations upon their authority to act, upon written notification to the purchasing agent. Requisitions for a contract, lease, or lease-purchase extending beyond the current fiscal year that would constitute an obligation in excess of an amount to be determined by the purchasing agent shall be forwarded to the budget committee for approval prior to any further approval of the requisition.

- (b) The policies and procedures for purchasing for the county established by the Purchasing agent shall include the use of any type of purchasing or credit card and an approval process for purchases of real property, personal property, and services, including those by lease, lease-purchase, or contract that extend beyond one (1) year or commit the county to expenditures in excess of an amount as determined by the budget committee. The purchasing agent shall establish policies requiring approval of such purchases by either the purchasing agent, county legislative body, or any combination thereof. The policies and procedures approved by the SCFMC pursuant to this subdivision to determine the approval process for any type or amount of purchase shall be subject to approval by the county legislative body.
- (c) Requisitions shall include specifications when necessary as determined by the purchasing agent. Specification development and stipulation shall be made by the county purchasing agent to receive the personal property or services requisitioned. However, the purchasing agent may reject any specification that the purchasing agent deems inadequate. The purchasing agent shall assist the agency of the county as needed to develop proper specifications for requisitions. Specifications shall not be written to exclude specific vendors, contractors or service providers, or to limit the bidding to a specific vendor, contractor, or service provider.
- (d) Except as otherwise provided in this chapter or by other applicable general law not in conflict with this chapter, purchases shall be based upon competitive bidding. The SCFMC,

after receiving the recommendations of the purchasing agent, shall establish the dollar amounts and types of purchases for which a formal competitive bidding process is required, the dollar amounts and types of purchases for which an informal bidding process is required or not required, and the exceptions to competitive bidding requirements, but the dollar amounts established for formal competitive bidding shall not exceed the amounts otherwise applicable in general law. In addition to competitive bidding, the SCFMC may establish the types of purchases and other circumstances under which requests for proposals (RFP), requests for qualification (RFQ), and other procurement methods are appropriate and allowable. The SCFMC may also establish guidelines not in conflict with applicable general law for purchases at public auction and using the Internet. Exceptions to competitive bidding may include, but are not limited to, sole source purchases, perishable commodities, and emergency purchases. In counties operating under the County Uniform Highway Law, compiled in title 54, chapter 7, § 54-7-113(c) regarding exceptions to public advertisement and competitive bidding requirements shall apply to purchases for the county highway department.

- (e) All purchases competitively bid shall be awarded to the lowest responsible and responsive bidder, taking into consideration the quality of the personal property or services to be supplied, their conformity with specifications, their suitability to the requirements of the county and the delivery terms, and such other considerations as the purchasing agent deems appropriate and in conformity with any guidelines established by the SCFMC Committee. All bids may be rejected for reasonable cause by the purchasing agent.
- (f) The purchasing agent may authorize any agency of the county to purchase in the open market, without filing a requisition, any personal property necessary for immediate delivery or services for immediate employment, in actual emergencies. Such direct emergency purchases may only be made by heads of agencies of the county within the authorization granted by the purchasing agent and when the purchasing agent is not available to make the purchase. At all other times, only the purchasing agent or the purchasing agent's designee shall make purchases. A report of an emergency purchase shall be made by the head of an agency of the county or the agency head's designee describing the circumstances of the emergency, the personal property or services purchased, and the amounts to be charged against the operating budget of the agency. Such emergency purchase report shall be submitted to the purchasing agent as soon as is reasonably possible following the date of such purchase by the head of the

county agency concerned and such report shall be provided by the purchasing agent to the SCFMC.

- (g) The purchasing agent, in authorizing deviations from the competitive bidding requirements in emergencies shall not include conditions arising from neglect or indifference in anticipating normal needs. Emergency purchases shall be limited to needs arising which are not normally foreseeable.
- (h) The county shall not be liable for the payment of any purchase not made according to the provisions of this chapter unless specifically approved by the SCFMC.

(i) The SCFMC may:

- (1) Require periodic and special reports by county agencies of inventories, stocks of surplus, unusable or obsolete personal property, and prescribe the form of such reports.
- (2) Determine whether a deposit or bond is to be submitted with a bid on a purchase or sale, and if required, prescribe the amount and form of the deposit or bond, and provide for the forfeiture of the deposit or bond if the successful bidder refuses to enter into the contract and to determine the time for such forfeiture after the award of the bid. Such determination shall not conflict with existing state statutes for construction contracts.
- (3) Prescribe the way invoices for personal property and contractual services delivered to any of the agencies of the county shall be submitted, examined, and approved by the purchasing agent; and
- (4) Provide for all other matters as may be necessary to give effect to the duties of the SCFMC and purchasing agent.
- (j) The SCFMC shall establish policies, subject to the approval of the county legislative body, for the disposal or transfer of surplus, obsolete, or unusable personal property. These policies may provide for the transfer to or between county agencies of personal property on hand which are surplus with one county agency, but which may be needed by others. However, a head of a county agency shall not be required to transfer any item of personal property in his or her custody without his or her consent except in actual emergency or disaster.

(k) The county mayor or any department head or officer of the county having custody of real property may request that the real property over which the mayor, department head, or officer has custody be declared surplus and be sold or transferred from the ownership or possession of the county or the custody of the mayor, department head, or officer. Any request shall be made to the SCFMC. The SCFMC shall make recommendations to the county legislative body regarding whether the real property requested to be declared surplus should be kept, its use changed, sold, or otherwise disposed of, and shall make a recommendation as to the proper use or disposition of the property to the county legislative body, which shall make the final determination as to the use and disposition of all county real property not titled to or leased by the county board of education. The county legislative body shall make the final determination as to the disposition of all real property titled including property assigned to the board of education.

The purchasing agent shall:

- (1) Develop requisition forms to be used by the various agencies of the county, subject to approval by the SCFMC committee.
- (2) Review requisitions, including specifications in accordance with Section 24 of this act.
- (3) Conduct formal and informal bid solicitations in accordance with the provisions of this chapter.
- (4) Make a record of all informal bids solicited, all informal bids received, and the successful bid and bidder, including the time of each such action.
- (5) Open formal sealed bids in public according to a procedure established by the purchasing committee.
- (6) Evaluate and compare bids and award purchases designated by the SCFMC to be awarded by the purchasing agent.
- (7) Issue purchase orders when appropriate based upon completed requisitions.
- (8) Prepare contracts, leases, and lease-purchase agreements. The purchasing agent shall prepare contracts, leases, and lease-purchase agreements with the aid of the legal counsel if such office or position is established, or with the aid of an attorney employed or retained by the county mayor or board of education.
- (9) Sign all contracts with the signature of agreeing respective department for all major contracts as the SCFMC determines.
- (10) Perform duties regarding the transfer or disposition of surplus, obsolete, and unusable personal property as directed by the purchasing committee.

- (11) Ensure that capital projects that have been approved in the capital projects budget and operating budget and funded according to law shall be competitively bid by the purchasing agent according to the requirements approved in the capital projects budget and operating budget; and
- (12) Perform such other duties as may be prescribed by the SCFMC.
- (13) The finance director, purchasing agent, members of the committee, members of the county legislative body, or other officials, employees, or members of the board of education or highway commission including spouses shall not be financially interested or have any personal beneficial interest either directly or indirectly, in the purchase of any supplies, materials or equipment for the county. Any official or employee under the employment of the SCFMC that is found to be in violation of this act or failure to conform to the provisions of this chapter commits a Class C misdemeanor and is subject to removal from office or position.

SECTION 22. Approval of Contracts & Leases --

- (a) In addition to the approval process established by the SCFMC, contracts, leases, and lease-purchase agreements shall be approved by the county attorney or such other legal counsel as appropriate, if such office or position is established, or by an attorney employed or retained by the county mayor or board of education, prior to execution when the dollar amounts involved exceeds an amount determined by the SCFMC Committee to assure compliance with law and proper form.
- (b) Contracts, leases, and lease-purchase agreements shall be executed by the purchasing agent and one (1) or more of the following: the director of schools for all obligations against school funds, by the chief administrative officer of the county highway department for all obligations against highway funds, and the county mayor in all other circumstances, and additionally by other county officers when required by law, and by the finance director for approval of expenditure of funds.
- (c) This subsection shall not apply to agreements between the county highway department and the department of transportation pursuant to § 54-7-116.

SECTION 23. Notice of Plan of Implementation --

No later than six (6) months following the date a resolution is adopted to implement this chapter, the county clerk shall file a copy of the resolution, together with an implementation plan developed by the finance director and approved by the SCFMC, with the comptroller of the treasury. This county

financial management plan implementation shall begin July 1 of the next fiscal year and shall be fully implemented within such county no later than 2 (two) year from the date the implementation of the plan began.

SECTION 24. Receipt of Funds --

Excepting taxes such as the county trustee is authorized to collect, the payment of all moneys to the county trustee by any collector authorized by statute or by anyone on account due the county, shall be made only by issuance of a receivable warrant signed by the finance director or his designated representative. The office of the finance director shall issue a receipt for the amount named, for which the trustee shall acknowledge and accept upon confirmation of amount and description, a duplicate of which shall be retained by the finance director to be used by the finance department in posting the accounting records.

SECTION 25. Modification of Dates

The deadline dates as set forth in this act may be necessary to update due to law changes and certain emergencies recognized by the state of Tennessee. When these events occur the county, legislative body shall approve the changed date on a temporary basis and report the amended dates.

SECTION 26. Supersede other Statutes --

Upon this chapter becoming effective in Sullivan County, this chapter shall supersede all other adopted general law and the provisions of any private act in conflict with this chapter in this county, including any private acts, or amendments thereto, adopted by the county legislative body of such county before or after the date this chapter becomes effective in such county, and Chapter 261, Private Acts of 1947 as amended, is hereby rescinded.

SECTION 27. Validity of Statute --

If any provision of this act or the application of it to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this act that can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 28. Effective Date --

This act shall take effect upon its adoption, the public welfare requiring it.

All resolutions *and private acts* in conflict herewith be and the same rescinded insofar as such conflict exists. Approved this <u>21st</u> day of <u>May</u>, 2020.

Attest: Teresa Jacobs, County Clerk

Richard S. Venable, Chairman Sullivan County Mayor

Sponsored By: Commissioner Hershel Glover

Co-Sponsor(s): Commissioner Joyce Crosswhite, Dwight King, Todd Broughton, Tony Leonard, Angie Stanley, Terry Harkleroad, Michael Cole, Dr. Mark Hutton, Judy Blalock, Joe Herron, Gary Stidham, Doug Woods, Hunter Locke, Sam Jones, Randy Morrell, John Gardner, everyone voting in the affirmative to be added as co-sponsors.

2020-02-16 COMMISSION ACTION: 02/20/20 - 1st Reading; 05/07/20 - Sponsor deferred to May 21, 2020 meeting pending receiving additional information from TN Comptroller's office. 05/21/20 - Approved as amended by Roll Call Vote, 22 Yes, 1 Abstain, 1 Absent

^{*}Sponsor amended to add "and private acts" in the body of the resolution, also to add the wording "and Chapter 261, Private Acts of 1947 as amended, is hereby rescinded." at the end of SECTION 26 in the Sullivan County Financial Management System of 2020.

Item 2

Resolution No. 2020-02-16

AMENDED

Sponsors: Glover/Crosswhite, everyone voting in the affirmative

RESOLUTION TO ADOPT THE COUNTY FINANCIAL

MANAGEMENT SYSTEM OF 2020.

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			· · · · · · · · · · · · · · · · · · ·
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1		*	
Cross	Andrew	1			
Crosswhite	Joyce	1		Section 1	r - Frit - Frie fatheure als all
Gardner	John	1			
George	Colette	1		manta ti ili a la control di a sett	
Glover	Hershel				
Harkleroad	Terry	1	nar		Andrian Committee
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony				
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia			1	
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			er ere er
		P2 Yes	No	Abstain	Absent

Sullivan County

Board of County Commissioners 240th Annual Session

> Item 3 No. 2020-03-20 **AMENDED**

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 19th of March 2020.

RESOLUTION TO APPROPRIATE FUNDS AND PURCHASE REAL ESTATE ADJOINING **COUNTY PROPERTY**

WHEREAS, Garth Blackburn, owner of property located at 125 Anderson Street, Blountville, Tennessee has offered to sell the land and house located at said address to Sullivan County; and

WHEREAS, the real estate adjoins the Dennis Houser Park at Deery Inn which is owned and controlled by Sullivan County; and,

WHEREAS, the additional land can be used to enhance the features of the Dennis Houser Park; and,

WHEREAS, the structure located on the parcel can provide needed space to house county offices and therefore better serve the residents of Sullivan County.

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 negotiate a sale price with Garth Blackburn for the real estate located at 125 Anderson Street, Blountville, Tennessee based upon a current appraisal.

BE IT FURTHER RESOLVED that the Board hereby appropriates funds, not to exceed the appraisal value, to purchase the real property located at 125 Anderson Street, Blountville, Tennessee [for a sales price of \$145,000 pending a termite inspection.]

BE IT FURTHER RESOLVED that the Sullivan County Mayor is authorized to execute all contracts and closing documents required to complete the transfer of real estate. 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 shall be and the same are hereby rescinded insofar as such conflict exists.

Approved this 21st day of May, 2020.

Richard S. Venable, Chairm Sullivan County Mayor

Sponsored By: Commissioner Joyce Crosswhite

Co-Sponsor(s): Commissioner Michael Cole, Tony Leonard

No. 2020-03-20 AMENDED

2020-03-20 Commission Actions: 05/07/20 – 1st Reading - Sponsor amended to read \$145,000 purchase price. Vance made motion to accept the \$145,000 purchase price; Comm. George made amendment to approve \$145,000 subject to a termite inspection. Sponsor accepted the amendment.

05/21/2020 - Approved as amended by Roll Call Vote. 22 Yes, 1 No, 1 Absent.

*Comm. King made a motion for Seller to provide a survey and all costs incurred. Seller will provide a General Warranty Deed. Sponsor accepted the amendment.

Wood Destro	ying Insect Inspection Report N	ntine Please	read importan	t consumer infor	nation on page 2	
WOOD DESTROYING INSECT INSPECTION REPORT Notice. Please read important consumer in Section I. General Information Company's Pest Control Business Lic. N					Date of inspection	
Inspection Company, Address, & Phone		Charter No. 458 05/19/2020				
MCCLAIN'S PEST CO	ACCLAIN'S PEST CONTROL, INC. Address of Property Insp					
1830 WEST ELK AVE	NUE		ACKBURN/FAI			
ELIZABETHTON, TN	37643	125 ANDER	ISON RD.			
1-800-552-5638		BLOUNTVI	LE. TN 37817			
Inspector's Name. Signature & Certification, Registration, or Lic. #: Structure(s) I M WHISENHUNT II-V138708 - TN-96848						
M WHISENHUNT II	-V138/08 - TN-96848	2				
be construed as a guinspection of the re. A No Visible end	ction Findings. This report is indicative of the condition of arantee or warranty against latent, concealed, or future infl adily accessible areas of the structure(s) inspected: evidence of wood destroying insects was observed as follow- ence of a wood destroying insects was observed as follow-	estations or v	indentified struk wood destroying	oture(s) on the da g insect damage	te of inspection and is not to Based on a careful visual	
<u> </u>	ects, (description & location).					
☐ 2. Dead ins	sects, insect parts, fraiss, shelter tubes, exit holes, or stain	ing (descripti	on & location)			
3 Visible	damage from wood destroying insects was noted as follow	s (description	and location):			
MOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs						
Section III. Recor	nmendations					
No action and/or	treatment recommended: (Explain if Box B in Section II is	oneckedj]	VO VISIBLE S	SIGNS OF ACT	VE ACTIVITY	
DAY OF INSPI	ECTION.					
Recommend act	ion(s) and/or treatment(s) for the control of:					
	ructions and Inaccessible Areas If the structure(s) inspected were obstructed or inaccessible	e:			write out obstructions	
☐ Basement				or use the following I Fixed cetting	· · · · ·	
☑ Crawl Space 5.3	⇒ 5.3.7.11.12,13,24		******	2. Suspended beltin	15 Standing water 16 Dense vegetation	
Main Level 1,3	4.6,7.8,9,10,13,14 *SEE BELOW			3. Fixed wall covering 17 Extensor siding 4 Floor covering 18 Willysher and covering	9 17 Extensor siding 18 Window well covers	
X Attic 10	10-MCCLAIN'S DOESN'T INSPECT UNLESS PULL DOWN STAIRWAY		DIALAS	5 Insulation 5 Cabiness of shelf	19 Wood pile	
IZI Garage 1,3	1.3.7.11.13.14			7. Stored items	"19 20. Show 21 Unsafe conditions	
	16.17 WOOD FRAME HOME			9 Furnishings 9 Appliances	22 Rigid foam board	
	11 THERE IS A \$85 00 FEE FOR THIS INSPECTION.			10. No access or en	23 Synthesic stucco 24 Duct work, wiring, and/or prumbing	
_				11. Limited access 12. No access beneath 13. Only visual access 13. Only visual access 14. Enument		
	SLAB AREAS			13 Only visual acce 14 Cluttered conditi	66 26 Equipment	
Section V. Additional Comments and Attachments (these are an integral part of the report)						
REPORT PROVIDES FOR RETREATMENT INFESTED AREA ONLY OF STRUCTURE(S) INSPECTED IF TERMITES OCCUR WITHIN 90 DAYS AFTER REPORT. NO DAMAGE/RETREAT WARRANTY ON WOOD SIDED HOMES FOR WOOD BORERS						
CARPENTER BEES, CARPENTER ANTS OR POWDER POST BEETLES. REPORT NULL AND VOID IF PAYMENT NOT						
Attachments RECEIVED/PARTIES INVOLVED CHANGE: *ALL WALLS, FLOORS & CEILINGS FINISHED: VISUAL INSPECTION ON						
the buyer all information, to their knowledge, regarding W.D.I. infestation, receipt			Fignature of Buyer. The undersigned hereby acknowledges exempt of a copy of both page 1 and page 2 of this report and inderstands the information reported.			
x					1	

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. Please refer to the NPMA Suggested Guidlines for instructions on completing this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection: A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawl spaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boning beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites: Treatment or corrective action should be recommended if live termites are found. If no evidence of a previous treatment is documented and evidence of infestation is found, even if no live termites are observed, treatment or corrective action by a licensed pest control company should be recommended. Treatment or corrective action may be recommended if evidence of infestation is observed, and a documented treatment occurred previously, unless the structure is under warranty or covered by a service agreement with a licensed pest control company.
 - For other Wood Destroying Insects, please refer to the NPMA suggested guidelines for added guidance on actions and or treatment.
- 3. Obstructions and Inaccessible Areas: No inspection was made in areas which required the breaking apart or into: dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects. Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.

Item 3

AMENDED

Resolution No. 2020-03-20

Sponsors: Crosswhite/ Cole

RESOLUTION TO APPROPRIATE FUNDS AND PURCHASE

REAL ESTATE ADJOINING COUNTY PROPERTY

		Yes	No	Abstain	Absent
Akard, III	David	1	Service Co. Service Services		
Blalock	Judy	1			
Broughton	Todd	1		an Sau	
Calton	Darlene	1	,		
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	1			
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark		1		
lones	Sam	1			
King	Dwight	1			
Leonard	Tony	1	A SE		
Locke	Hunter	1			
Morrell	Randy	1	i kajim strati Indepal kanton		
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			·

Commissioner Vance made an amendment to accept the \$145,000.00 purchase price.

Accepted by Sponsor Crosswhite.

Commissioner Colette George made an amendment to approve the \$145,000 subject to a termite inspection.

Accepted by Sponsor Crosswhite.

Commissioner King made a motion for Seller to provide survey and costs

incurred. Seller to provide General Warranty Deed. Amendment accepted by Sponsor

Sullivan County

Board of County Commissioners 240th Annual Session

Item 4 No. 2020-03-21

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 19th of March 2020.

RESOLUTION requesting the granting of a Quitclaim Deed from Sullivan County Government to the heirs of the Pippin Property and more specifically defined as being excess public right-of-way of an unnamed street off of Riddle Creek Road, Bristol, adjacent to 522 Riddle Creek Road and as illustrated on the attached survey, as prepared by Charles T. Johnson Jr., a licensed Tennessee surveyor, dated February 11, 2020 as platted.

WHEREAS, the Sullivan County Regional Planning Commission formally recommended approval to abandon this excess right-of-way during their February 18, 2020 regular meeting; and

WHEREAS, the owners have submitted the Waiver forms as required by County policy; and

WHEREAS, such area to be abandoned by quitclaim deed is defined on the survey as a twenty-foot in width unpaved roadway leading from Riddle Creek Road down to the landowner's residence following a creek bank, as illustrated on the survey plat; and

WHEREAS, the End of County Maintenance on this roadway stops as the residence and does not join any other properties; and

WHEREAS, the applicant shall be responsible for any deed and plat recording fees at no cost to the county.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session does hereby approve this request by granting a Quitclaim Deed for the +/- square feet of excess right-of-way to Ricky and Tammy (Pippin) Poe, who are the heirs of Larry Pippin's property (deceased).

All resolutions in conflict herewith are and the sam	e rescinded insof	ar as such conflict exists.
Duly passed and approved this day of	, 2020.	
ATTEST:	APPROVE: _	
Teresa Jacobs, County Clerk Sponsored By: Commissioner Randy Morrell		Richard S. Venable, Chairman Sullivan County Mayor
Co-Sponsor(s): Commissioner Darlene Calton		

2020-03-21 Commission Actions: 05/07/20 – Sponsor deferred resolution to May 21, 2020 meeting. 05/21/20 – Sponsor deferred resolution to June 18, 2020 meeting.

Closing a portion of Old Riddle Creek Road through the Pippin Property Tax Map 100 Parcel 45.00 and 45.10

In 1983 Riddle Creek Road was relocated to the northwest side of the Pippin Property at that time being the Harmon Property.

Only the part leading to the house at 552, being the first 250' of the Old Riddle Creek Road is currently being worked by the Highway Department.

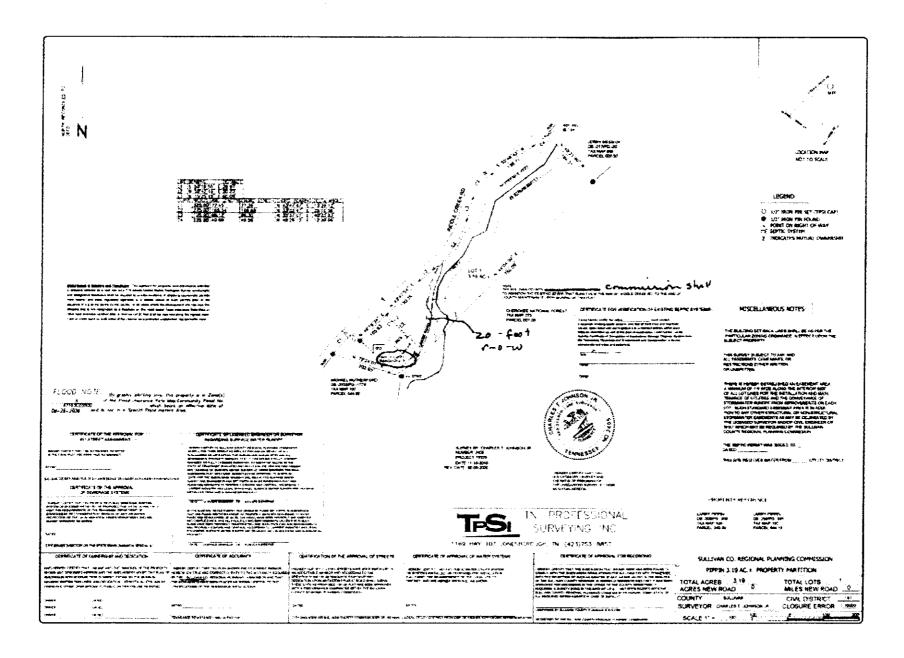
The remaining road is a paper street.

The current property owner, Heirs to the Pippin property, Ricky Poe and wife Tammy desires that all of this road be abandoned and closed and deeded to them.

This part of the road is described in Deed book 207 Page 875 as follows:

Beginning on the southerly side of "Riddle Creek Road" in the center of the unnamed road called "Old Riddle Creek Road" thence with the center of this 20' ROW with the following 8 calls S 26°45' W 77.94', thence S 15° 56 44.34', thence S 4° 53 W 83.84', thence S 16° 34' W 103.08 thence S 36° 26' W 38.40' thence S 58° 55' W, 31.23', thence N 78° 52' W 66.98', thence N 41°51' W 81.91' thence N 41° 51' E 57.82' to the south side of Riddle Creek Road.

All of the current and previous tax maps show this old road located incorrectly.



No. 2020-03-21

3701/19

2

WAIVER/RELEASE OF DAMAGES ASSOCIATED WITH CLOSURE, ABANDONMENT, CHANGE AND/OR TRANSFER OF ADJACENT COUNTY ROAD AND/OR RIGHT-OF-WAY

rwe lama tip	Dis Poe
	: highway, road, and/or right-of-way proposed to
	transferred to others by Sullivan County, Tennese
being more particularly described as	et. 552 Piddle Cook A
(Gravel Rd.)	(Description of Highway, Rand, Right-of-Way)
do hereby waive any and all claims	for demages, past, present and fature, known as
unknown, that I/We might sustain by a	such closure, shandorument, change and/or transfe
and hereby release Sulfivan County, Ter	messes therefrom.
2-5-2000	Les Pol
V_{0} 1	Tamer Ropin Poe
CH RUSSES	Printed Name of Overlan
Date	SIGNATURE OF OWNER
Witness	Printed Name of Owner

333 33 Item 4

Resolution No. 2020-03-21 Sponsors: Morrell/ Calton

RESOLUTION requesting the granting of a Quitclaim Deed from Sullivan County Government to the heirs of the Pippin Property and more specifically defined as being excess public right-of-way of an unnamed street off of Riddle Creek Road, Bristol, TN

		Yes	No	Abstain	Absent
Akard, III	David				
Blalock	Judy				
Broughton	Todd				
Calton	Darlene				
Cole	Michael				
Crawford	Larry				
Cross	Andrew				
Crosswhite	Joyce				
Gardner	John				
George	Colette				
Glover	Hershel				
Harkleroad	Terry				
Herron	Joe				
Hutton	Mark				
Jones	Sam				
King	Dwight				
Leonard	Tony				
Locke	Hunter				
Morrell	Randy				
Stanley	Angie				
Starnes	Alicia				
Stidham	Gary				
Vance	Mark				
Woods	Doug				

Yes No Abstain Absent

Sponsor deferred resolution to May 21, 2020 meeting. Sponsor deferred resolution to June 18, 2020 meeting.

Board of County Commissioners 240th Annual Session

Item 5 No. 2020-04-30

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th of April 2020.

RESOLUTION TO ESTABLISH THE POSITION OF GIS ANALYST WITHIN THE SULLIVAN COUNTY DEPARTMENT OF PLANNING & CODES

WHEREAS, Sullivan County has contracted for outside services for GIS (Geographic Information System) work for over fourteen years at a cost of \$52,000 per year; and

WHEREAS, it is in the best interest of Sullivan County to establish the position of GIS (Geographic Information System) Analyst. A position that will report directly to the Director of Planning & Zoning; and,

WHEREAS, the GIS Analyst will perform analysis and evaluation of existing and proposed GIS systems and will perform difficult technical work in database management and assist with the implementation of GIS activities in the Planning & Codes Department and is expected to support other GIS and mapping users of the county (highway department, property assessor and others as needed), community partners as well as city agencies; and,

WHEREAS, this position will require a bachelor's degree in geography, computer science or relevant field of study and/or an equivalent of related work experience and education; knowledge of the capabilities and operations of geographic information systems and automated cartography; thorough knowledge of elementary statistical analysis techniques, computer program skills as applied to spatial data and the ability to perform and coordinate GIS tasks with a wide variety of technicians, programmers, users, management and outside organization.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approve creating a salaried full-time permanent position with full County benefits of GIS (Geographic Information System) Analyst reporting directly to the Director of Planning & Zoning further being under the authority of the Sullivan County Mayors' office; with the County Mayor reviewing and approving a qualified applicant to fill the position.

BE IF FURTHER RESOLVED that the starting wage and benefits for the position will be \$40,000-\$55,000 annually commiserate to years of experience, education and certifications; Account Codes to be assigned by the Director of Accounts & Budgets.

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

No. 2020-04-30

Approved this 21st day of May, 2020.

Sponsored By: Commissioner Mark Vance Co-Sponsor(s): Commissioner John Gardner

No. 2020-04-30 COMMISSION ACTION: $05/07/20 - 1^{st}$ Reading by Sponsor, 05/21/20 - 05/21/20 - Approved by Roll Call Vote 23 Yes, 1 Absent

Item 5

Resolution No. 2020-04-30 Sponsors: Vance/Gardner

RESOLUTION TO ESTABLISH THE POSITION OF GIS ANALYST WITHIN THE SULLIVAN COUNTY DEPARTMENT OF PLANNING & CODES

Akard, III	David 1
Blalock	Judy 1
Broughton	Todd
Calton	Darlene 1
Cole	Michael 1
Crawford	Larry 1
Cross	Andrew 1
Crosswhite	Joyce 1
Gardner	John 1
George	Colette 1
Glover	Hershel 1
Harkleroad	Terry 1
Herron	Joe
Hutton	Mark 1
Jones	Sam 1
King	Dwight 1
Leonard	Tony
Locke	Hunter 1
Morrell	Randy 1
Stanley	Angie 1
Starnes	Alicia 1
Stidham	Gary
Vance	Mark 1
Woods	Doug 1

No

Yes

Abstain

Absent

Sullivan County Board of County Commissioners 240th Annual Session

Item 6 No. 2020-05-32

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 15th day of May 2020.

RESOLUTION TO AUTHORIZE A VOTER REFERENDUM TO EQUALIZE THE SALES AND USE TAX IN SULLIVAN COUNTY

WHEREAS, pursuant to Resolutions previously adopted by the Quarterly Court of Sullivan County, Tennessee, on February 14, 1966 of record in Minute Book 2, Pages 179-80, and as amended by such Court on September 1, 1972 of record in Minute Book 4, page 86, Sullivan County imposed a local sales and use tax as authorized under the provisions of the 1963 Local Option Revenue Act as amended, Tennessee Code Annotated, Sections 67-6-701 through 67-6-716; and

WHEREAS, it is the desire of Sullivan County to amend said previously enacted Resolution(s) to increase said local sales and use tax to the rate of Two and Three Fourths percent (2.75%), not to exceed the maximum percentage as stated in the 1963 Local Option Revenue Act, Tennessee Code Annotated, Section 67-6-702, as amended, limited or modified by statute; and,

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-6-706, upon passage of this Resolution the Clerk shall send a certified copy of this Resolution to the County Election Commission who shall hold an election by the voters of Sullivan County, including or excluding voters inside the cities as appropriate under Tennessee Code Annotated, Section 67-6-706, on the question of voting for or against this tax increase; and

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-6-702, this Resolution shall be passed at least twice at two (2) or more consecutive public meetings by the Sullivan County Commission, not more than one (1) of which may be held on any single day; and

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-6-702, notice of said public meetings and of the fact that this matter is on the agenda of said meetings shall be published at least once in a newspaper of general circulation throughout Sullivan County not less than seven (7) days before the first of said meetings.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session hereby amends Resolutions previously adopted by the Quarterly Court of Sullivan County, Tennessee, on February 14, 1966 of record in Minute Book 2, Pages 179-80, and as amended by such Court on September 1, 1972 of record in Minute Book 4, page 86, of the county legislative body of Sullivan County, Tennessee imposing local sales and use tax as authorized under the provisions of *Tennessee Code Annotated*, Sections 67-6-701 through 67-6-716, to hereby levy a local sales and use tax at a rate of Two and Three Fourths percent (2.75%), not to exceed the maximum percentage as stated in the 1963 Local Option Revenue Act, Tennessee Code Annotated, Section 67-6-702, as amended, limited or modified by statute; and,

BE IT FURTHER RESOLVED that pursuant to Tennessee Code Annotated, Section 67-6-706, upon passage of this Resolution the Clerk shall send a certified copy of this Resolution to the County Election Commission who shall hold an election by the voters of Sullivan County, including or excluding voters inside the cities as appropriate under Tennessee Code Annotated, Section 67-6-706, on the question of voting for or against this tax increase; and

BE IT FURTHER RESOLVED that if a majority of those voting in the election required by Tennessee Code Annotated, Section 67-6-706 vote for the increase in the tax imposed by this Resolution, said increase and the collection of said increased tax levied by this Resolution shall occur and become effective only on the first day of a calendar quarter and no sooner than sixty-one (61) days after the Commissioner of Revenue has issued general notification of the new tax or change in the rate to dealers affected; and

BE IT FURTHER RESOLVED that the Department of Revenue of the State of Tennessee shall collect the additional tax imposed by this Resolution concurrent with the collection of the state tax and the local tax now being collected for Sullivan County, in accordance with rules and regulations promulgated by the Department; and

BE IT FURTHER RESOLVED that the County Mayor is hereby authorized to contract with the Department of Revenue for the collection of the additional tax imposed by this Resolution, and to provide in the contract that the department may deduct from the tax collected a reasonable amount or percentage to cover the expense of the administration and collection of the tax; and

BE IT FURTHER RESOLVED that in the event the tax is collected by the Department of Revenue, suits for the recovery of any tax illegally assessed or collected shall be brought against the state Commissioner of Revenue and the County Mayor.

All resolutions	in conflict	herewith t	be and	the	same	rescinde	d insofa	ır as	such	conflict	exists.

Duly passed and approved this	day of	, 2020.
Attest:	Approve	:
Teresa Jacobs, County Clerk	,	Richard S. Venable, County Mayor

Sponsor: Commissioner Sam Jones

Co-Sponsor: Commissioner Colette George, Doug Woods

2020-05-32 COMMISSION ACTION: 5/15/2020 - 1st Reading; 05/21/20 - Resolution withdrawn by Sponsor

Resolution No. 2020-05-32 Sponsors: Jones/ George

RESOLUTION TO AUTHORIZE A VOTER REFERENDUM TO EQUALIZE THE SALES AND USE TAX IN SULLIVAN COUNTY

Akard, III	David
Blalock	
Broughton	Todd
Calton	Darlene
Cole	Michael
Crawford	Larry
Cross	Andrew
Crosswhite	Joyce
Gardner	John
George	Colette
Glover	Hershel
Harkleroad	Terry
Herron	Joe
Hutton	Mark
Jones	Sam
King	Dwight
Leonard	Tony
Locke	Hunter
Morrell	Randy
Stanley	Angie
Starnes	Alicia
Stidham	Gary
Vance	Mark
Woods	Doug

Resolution withdrawn by Sponsor

Board of County Commissioners 240th Annual Session

Item 7 No. 2020 -05-33

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION TO FORM COMMITTEE TO DISCUSS FORMING A WORKING ALLIANCE OF SCHOOL SYSTEMS IN SULLIVAN COUNTY

WHEREAS, due to the current pandemic and uncertain financial situation, we would like to form a committee to discuss the consolidation and/or the potential for Sullivan County, the City of Kingsport and the City of Bristol school systems to form a working alliance in an effort to increase student opportunities; and,

WHEREAS, the committee shall include the Director of Schools from each school system, one Board of Education member from each school system, three County Commissioners, the Mayor of Kingsport, the Mayor of Bristol, and the Mayor of Sullivan County or the mayors' appointees; and,

WHEREAS, historically the systems have supported consolidation for the county schools and it seems logical to have the same support on a county-wide basis; and,

WHEREAS, state funding is based on a single system and it appears to be the best financial approach to educate the students and simplify the budget processes is to reduce redundancy; and,

WHEREAS, tax revenues will be lower, it may be deemed necessary to make many cuts to help balance budgets.

NOW THEREFORE BE IT RESOLVED by the Sullivan County Board of Commissioners meeting in regular session this day that a committee be formed to include the Director of Schools from each school system, one Board of Education from each school system (to be appointed by each School Director), three County Commissioners (to be appointed by the County Mayor), the Mayor of Kingsport, the Mayor of Bristol, and the Mayor of Sullivan County or the mayors' appointees to study the potential to form a working alliance to increase student opportunities in Sullivan County.

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	, 2020.	
Attest:		Approve:	
l'eresa	Jacobs, County Clerk	Richard S. Venable, County	Mayor

Sponsored By: Commissioner Todd Broughton Co-Sponsor(s): Commissioner Michael Cole

2020-05-33

COMMISSION ACTIONS: 05/21/20 - 1 Reading

Item 7

Resolution No. 2020-05-33 Sponsors: Broughton/Cole

RESOLUTION TO FORM COMMITTEE TO DISCUSS FORMING A WORKING ALLIANCE OF SCHOOL SYSTEMS IN SULLIVAN COUNTY.

		Yes	No	Abstain	Absent
Akard, III	David				
Blalock	Judy				
Broughton	Todd				
Calton	Darlene				
Cole	Michael				
Crawford	Larry				
Cross	Andrew	4 1 A	e e de la companya d La companya de la companya de		
Crosswhite	Joyce				
Gardner	John			발레 - 100년 128일 - 11일	
George	Colette				
Glover	Hershel				
Harkleroad	Terry				
Herron	Joe				
Hutton	Mark				15
Jones	Sam				
King	Dwight				
Leonard	Tony				
Locke	Hunter				
Morreli	Randy				
Stanley	Angie	, .			
Starnes	Alicia				
Stidham	Gary			THE STATE OF THE STATE OF	
Vance	Mark				
	Doug				

Sullivan County Board of County Commissioners 240th Annual Session

Item 8 No. 2020-04-34

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION TO POST 25 MPH SPEED LIMIT SIGNS ON OAK FOREST PLACE IN THE 8TH COMMISSION DISTRICT

WHEREAS, Commissioner Darlene Calton requested a 25 MPH speed limit sign be placed on Oak Forest Place in the 8th Commission District; and,

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

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

8th Commission District – Oak Forest Place - Installation of 25 MPH speed limit sign(s).

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 May, 2020.

Sponsored By: Commissioner Darlene Calton

Co-Sponsor(s): Commissioner Alicia Starnes

2020-05-34 COMMISSION ACTION: 05/21/20 – Approved on Waiver of Rules by Roll Call Vote 23 Yes, 1 Absent

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

SCOTT MURRAY HIGHWAY COMMISSIONER PHONE (423) 279-2820 FAX (423) 279-2876

RESOLUTION REQUEST REVIEW

DATE:	5-13-2020	
TO:	Sullivan County Con	Misjan Amisjan Amisjan
REQUES1	MADE BY DARLENE	CALTON
SUBJECT	TO PLACE A 25 MA	M Spero umit on
	DAK FOREST PL	
844	_COMMISSIONER DISTRICT	Aficia Stanues
	APPROVED BY HIGHWAY DE	PARTMENT
general and the second sec	DENIED BY HIGHWAY DEPA	RTMENT
COMMEN	IT·	
TRAFFIC	Com 5/13/2020	HIGHWAY COMMISSIONER DATE

Item 8

Resolution No. 2020-04-34 Sponsors: Calton/Starnes

RESOLUTION TO POST 25 MPH SPEED LIMIT SIGNS ON OAK FOREST PLACE IN THE 8TH COMMISSION DISTRICT

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel				
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony				
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			\$ 15 mm
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			

Board of County Commissioners 240th Annual Session

Item 9 No. 2020-05-35

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF POPULAR RIDGE COURT AT POPULAR POPULAR RIDGE ROAD IN THE 5TH COMMISSION DISTRICT

WHEREAS, Commissioner Dwight King requested a STOP sign at the intersection of Popular Ridge Court at Popular Ridge Road in the 5th Commission District; and,

Popular

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

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

5th Commission District – Installation of STOP sign at the intersection of Popular Poplar Ridge Court at Popular Poplar Ridge Road.

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

Approved this 21st day of May, 2020.

Sponsored By: Commissioner Dwight King

Co-Sponsor(s): Commissioner Hershel Glover

2020-05-35 COMMISSION ACTION: 05/21/20 – Approved as amended on Waiver of

Rules by Roll Call Vote 23 Yes, 1 Absent

*Amended by Sponsor to read "Poplar Ridge Road"

No. 2020-05-35

SULLIVAN COUNTY HIGHWAY DEPARTMENT P.O. BOX 599 BUOUNTVILLE, TENNESSEE 37617

SCOTT MURRAY HIGHWAY COMMISSIONER

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

RESOLUTION REQUEST REVIEW

DATE 5-4-2020
TO Jullivan County Commission
REQUEST MADE BY DWIEHT KING
SUBJECT To place & Stop Sign AT The intersection
OF Popular Ridge et AT Popular
Rioce po
5th COMMISSIONER DISTRICT DurisHT King Henshel Gloven
Henshal Gloven
APPROVED BY HIGHWAY DEPARTMENT
DENIED BY HIGHWAY DEPARTMENT
COMMENT:
TRAFFIC COORDINATOR DATE HIGHWAY COMMUNISIONER DATE

Item 9

Resolution No. 2020-04-35

Sponsors: King/Glover RESOLUTION TO POST STOP SIGN AT THE INTERSECTION OF POPLAR RIDGE COURT AT POPLAR RIDGE ROAD IN THE 5TH COMMISSION DISTRICT

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	1			
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			Para in the second
Woods	Doug	1			
		L 20 Yes	No	Abstain	Absent

Board of County Commissioners 240th Annual Session

Item 10 No. 2020-05-36

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR FY 2019-2020 TO INCREASE FUNDS FOR PAUPER CREMATIONS

WHEREAS, over the past years Sullivan County has provided burial in cases of indigence, and when no one claims the body of the deceased; and

WHEREAS, traditionally the deceased was interred in the County Cemetery; however, due to lack of space, cremation has become the only option available to assist in these situations; and

WHEREAS, local funeral homes have agreed to assist with cremations at a reduced cost to the County; and

WHEREAS, to date in this fiscal year, the County has received 40 requests for assistance; however, funding assistance has only been provided to 29 of those cases which meet criteria; and

WHEREAS, to be able to provide this service, should it be necessary, through the end of the fiscal year funds need to be transferred to cover additional costs.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes an amendment to the FY 2019-2020 budget to transfer an additional amount of \$5,500 from the General Fund to cover costs involving pauper cremations. 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	day of	, 2020.	
Attest:		Approve:	
•	Teresa Jacobs, County Clerk		Richard S. Venable, County Mayor

Sponsored By: Commissioner John Gardner Co-Sponsor(s): Commissioner Michael Cole

2020-05-36 COMMISSION ACTION: 05/21/20 – 1st Reading

Item 10 AMENDED Resolution No. 2020-05-36 Sponsors: Gardner/Cole

RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR FY 2019-2020 TO INCREASE FUNDS FOR PAUPER CREMATIONS

		Yes	No	Abstain	Absent
Akard, III	David				
Blalock	Judy				
Broughton	Todd				
Calton	Darlene				
Cole	Michael				
Crawford	Larry				
Cross	Andrew				
Crosswhite	Joyce		•		
Gardner	John				
George	Colette				
Glover	Hershel				
Harkleroad	Terry				
Herron	Joe				
Hutton	Mark				
Jones	Sam				
King	Dwight	, ,			
Leonard	Tony				
Locke	Hunter		•		
Morrell	Randy			n de la companya de La companya de la co	
Stanley	Angie				
Starnes	Alicia				
Stidham	Gary		eng ni ini ni ni garaga	West Services	
Vance	Mark				
Woods	Doug				
	700	Yes	No	Abstain	Absent

1ST Reading

Board of County Commissioners 240th Annual Session

Item 11 No. 2020-05-37

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION TO ENTER A TEMPORARY SEASONAL CONTRACT WITH KINGSPORT POWER COMPANY

WHEREAS, the Athletic Booster Club at Sullivan South High School purchased banners for approximately 30 seniors who were unable to participate in their spring sports due to the COVD-19 pandemic; and,

WHEREAS, Commissioner Angie Stanley is working with the Athletic Booster Club and the staff of Sullivan South High School, the Sullivan County Highway Department and the Kingsport Power Company to display the banners along Moreland Drive; and

WHEREAS, the Sullivan County Highway Department has agreed to place the banners along Moreland Drive in honor of the senior athletes; and,

WHEREAS, Sullivan County wishes to enter temporary seasonal contract with the Kingsport Power Company (AEP - American Electric Power Service Corp) to use the power company's poles along Moreland Drive to attach banners to their poles for display.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes Sullivan County to enter into an agreement with the Kingsport Power Company for the use of power poles to display the senior athletes' banners along Moreland Drive.

Waiver of the Rules Requested

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

Approved this 21st day of May, 2020.

Sponsored By: Commissioner Angie Stanley

Co-Sponsor(s): Commissioner Alicia Starnes, Darlene Calton, Todd Broughton, (Mark

Vance, Sam Jones added as co-sponsors)

Agreement provided in separate handout.

COMMISSION ACTION: 05/21/20 - Approved on Waiver of Rules by Roll Call Vote 23 Yes, 1 Absent

Vance made amendment to add "and the staff of Sullivan South High School"

Amendment was accepted by Sponsor

Item 11

Resolution No. 2020-05-37

AMENDED

Sponsors: Stanley/Starnes

RESOLUTION TO ENTER A TEMPORARY SEASONAL CONTRACT WITH KINGSPORT POWER COMPANY

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1		•	
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	1			
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1		- 프레임카왕() - 沙剌리(네라	
Locke	Hunter	1			e de
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia				
Stidham	Gary	1			
Vance	Mark				
Woods	Doug	1			

Vance made amendment to include staff of Sullivan South High School; accepted by Sponsor Comm. Vance and Jones added as co-sponsor

Sullivan County Board of County Commissioners

Board of County Commissioner 240th Annual Session

> Item 12 No. 2020-05-38

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION to Authorize the Purchasing Agent to Enter Into a Lease of a Copier for the Sullivan County Department of Education

WHEREAS, the Sullivan County Department of Education needs to enter a contract to upgrade a current copier to ensure operations can function adequately; and

WHEREAS, the Sullivan County Department of Education approved entering into a lease for one (1) new copier in an amount not to exceed \$3,885; and

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 Department of Education to execute a lease of a copier not to exceed \$3,885.00 over a 60-month period with RJ Young Company-Nashville.

Waiver of the Rules Requested

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

Approved this 21st day of May, 2020.

Sponsored By: Commissioner Angie Stanley

Co-Sponsor(s): Commissioner Randy Morrell

2020-05-38 COMMISSION ACTION: 05/21/20 - Approved on Waiver of Rules by Roll Call Vote

23 Yes, 1 Absent

Item 12

Resolution No. 2020-05-38 Sponsors: Stanley/Morrell

RESOLUTION TO AUTHORIZE THE PURCHASING AGENT TO ENTER INTO A LEASE OF A COPIER FOR THE SULLIVAN COUNTY DEPT OF EDUCATION

Akard, III	David 1
Blalock	Judy 1
Broughton	Todd 1
Calton	Darlene 1
Cole	Michael 1
Crawford	Larry 1
Cross	Andrew 1
Crosswhite	Joyce 1
Gardner	John
George	Colette 1
Glover	Hershel 1
Harkleroad	Terry 1
Herron	Joe 1
Hutton	Mark 1
Jones	Sam 1
King	Dwight 1
Leonard	Tony 1
Locke	Hunter 1
Morrell	Randy 1
Stanley	Angie 1
Starnes	Alicia
Stidham	Gary 1
Vance	Mark 1
Woods	Doug 1

Board of County Commissioners 240th Annual Session

Item 13 No. 2020-05-39

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION to Recognize Additional Funding through the Voluntary Pre-K Grant

WHEREAS, the Sullivan County Department of Education has applied for and received the Voluntary Pre-K Grant; and

WHEREAS, the 2019-2020 grant amount exceeded the amount that was anticipated in the 2019-2020 budget.

WHEREAS, the additional funds must be budgeted to reflect the actual grant amount.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$74,734.00), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
46515	Early Childhood Education	74,734
73400-116	Teachers	69,190
73400-163	Educational Assistants	18,021
73400-195	Certified Substitute Teach	1,120
73400-201	Social Security	2,301
73400-204	State Retirement	1,749
73400-206	Life Insurance	-33
73400-207	Medical Insurance	-23,963
73400-208	Dental Insurance	-948
73400-212	Employer Medicare	1,055
73400-355	Travel	-22
73400-429	Instructional Supplies & Mtls	-27,679
73400-524	Staff Development	4,871
73400-722	Reg. Instruction Equipment	21,072
73400-790	Other Equipment	8,000

Waiver of the Rules Requested

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

Approved this 21st day of May, 2020.

Teresa Jacobs County Clerk

Sponsored By: Commissioner Angie Stanley

Co-Sponsor(s): Commissioner Randy Morrell

2020-05-39 COMMISSION ACTION: 05/21/20 – Approved on Waiver of Rules by Roll Call Vote

23 Yes, 1 Absent

Item 13

Resolution No. 2020-05-39 Sponsors: Vance/ Gardner

RESOLUTION TO RECOGNIZE ADDITIONAL FUNDING THROUGH THE VOLUNTARY PRE-K GRANT

		Yes	No) А	bstain	Absent
Akard, III	David	1				
Blalock	Judy	1				
Broughton	Todd	1				
Calton	Darlene	1			25.5	
Cole	Michael	1				
Crawford	Larry	1			. evissa	a and a second state.
Cross	Andrew	1				
Crosswhite	Joyce	1	-4 Sz	Made (FF)	mediciffe.	A LINES OF THE THEFT AND
Gardner	John	1				
George	Colette	1	n and	. 1.5-7	1,35,14	jiraja Serbadi.
Glover	Hershel	1 1				
Harkleroad	Terry	1		, jar		1945
Herron	Joe					1
Hutton	Mark	1 1246-59	a st	15541)		Maria (Madalan)
Jones	Sam					
King	Dwight	1	5,14		11.5	The state of the second
Leonard	Tony	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Į.	eriteria.		
Locke	Hunter	1	. 46 4	138a .		
Morrell	Randy					
Stanley	Angie	+ 11		in entreelige Die wie ver		
Starnes	Alicia	1	1.84			
Stidham	Gary Mark	. 	.át			。 日蓮語 - 日本語編
Vance		1				
Woods	Doug	1				
	1012		ΙΙĐ			
	тия почетовым нуже с в ованульный	Yes	No) A	bstain	Absent

Board of County Commissioners 240th Annual Session

Item 14 No. 2020-05-40

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

RESOLUTION to Recognize the 2018-2019 SCORE Supplemental Funding Grant Rollover Funds

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

WHEREAS, the funds remaining at year end of the 2018-2019 fiscal year were \$12,606.00.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds; not to exceed the above amount (\$12,606.00), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount	
71100-140	Stipends	2,521.00	
71100-198	Non-Certified Substitutes	510.00	
71100-201	Social Security	180.00	
71100-204	State Retirement	265.00	
71100-212	Employer Medicare	45.00	
71100-429	Instructional Materials	6,485.00	
71100-524	Staff Development	2,600.00	

Waiver of the Rules Requested

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

Approved this 21st day of May, 2020.

Appro

Sponsored By: Commissioner Angie Stanley Co-Sponsor(s): Commissioner Randy Morrell

2020-05-39 COMMISSION ACTION: 05/21/20 - Approved on Waiver of Rules by Roll Call Vote

23 Yes, 1 Absent

Resolution No. 2020-05-40 Sponsors: Stanley/Morrell

RESOLUTION TO RECOGNIZE THE 2018-2019 SCORE SUPPLEMENTAL FUNDING GRANT ROLLOVER FUNDS

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	1			
Harkleroad	Terry	1			
Herron	Joe				1
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	. 1			
Woods	Doug	1			

Board of County Commissioners 240th Annual Session

Item 15 No. 2020-05-41

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of May 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING INDUSTRIAL PARK CAPITAL OUTLAY NOTES (TAXABLE) OF SULLIVAN COUNTY, TENNESSEE, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to authority granted by Sections 9-21-601, et seq., including particularly Sections 9-21-604 and Sections 9-21-607, Tennessee Code Annotated, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes for all county purposes for which general obligation bonds can be legally authorized and issued for a period of not greater than the end of the twelfth fiscal year following the fiscal year in which the notes are issued; and

WHEREAS, the Board of County Commissioners of Sullivan County, Tennessee (the "County") has determined that it is necessary and desirable to issue not to exceed \$4,000,000 in aggregate principal amount of capital outlay notes to provide funds to finance, in whole or in part, the (A) (i) construction, renovation, repair, improvement, extension and equipping of an industrial park, including acquisition of land in connection therewith; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (B) reimbursement to the County for funds previously expended for any of the foregoing; and (C) payment of costs incident to the issuance and sale of such notes; and

WHEREAS, it appears to the Board of County Commissioners of the County that it will be advantageous to the County to issue not to exceed \$4,000,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. <u>Authority</u>. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 <u>et seq.</u>, 9-21-604 and 9-21-607, Tennessee Code Annotated, and other applicable provisions of law.

- <u>Section 2. Definitions.</u> The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:
- (a) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;
 - (b) "County" shall mean Sullivan County, Tennessee;
- (c) "Debt Management Policy" shall mean the Debt Management Policy approved by the Governing Body;
 - (d) "Governing Body" shall mean the Board of County Commissioners of the County;
- (e) "Notes" shall mean the not to exceed \$4,000,000 Industrial Park Capital Outlay Notes (Taxable) of the County, to be issued in one or more series, each dated their date of issuance, and have such series designation or such other dated date as shall be determined by the County Mayor, pursuant to Section 9 hereof;
- (f) "Projects" shall mean (i) construction, renovation, repair, improvement, extension and equipping of an industrial park, including acquisition of land in connection therewith; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and
- (g) "Registration Agent" shall mean the Director of Accounts and Budgets who shall serve as registration and paying agent or any successor registration agent and paying agent appointed by the Governing Body.
- Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the County's Debt Management Policy.
- <u>Section</u> 4. <u>Authorization and Terms of the Notes.</u> Up to \$4,000,000 of capital outlay notes of the County are hereby authorized to be issued to finance the Projects (including reimbursement therefor) and note issuance costs. Subject to any adjustments made by the County Mayor pursuant to Section 9, the Notes shall:
 - (i) be issued as fully registered, certificated notes;
 - (ii) be known as "Industrial Park Capital Outlay Notes";
 - (iii) be dated the date of their issuance;
 - (iv) bear interest at rates not to exceed the maximum rate permitted by applicable Tennessee law, payable monthly or semiannually;
 - (v) be issued initially in \$100,000 denominations or integral multiples of \$5,000 in excess thereof as shall be requested by the Purchaser; and

- (vi) be subject to periodic retirement through serial maturity or mandatory redemption, beginning in the fiscal year ending June 30, 2021, through the fiscal year ending June 30, 2022, in annual principal amounts equal to one-ninth of the total principal amount of the Notes, unless otherwise approved by the Director of State and Local Finance.
- (b) Subject to the adjustments permitted by Section 9 hereof, each series of Notes shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of a series of the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine; provided, however, notwithstanding the foregoing, if any series or portion thereof of the Notes are sold as a Term Note, as defined below, the Governing Body may designate the mandatory redemption payment to be redeemed.
- (c) Pursuant to Section 9 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements as determined by the County Mayor. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates in aggregate principal amounts equal to the maturity amounts determined by the County Mayor at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of a mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records

of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the County Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

- (e) The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.
- (f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of three (3) months of thirty (30) days each. If requested by the Owner, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States and written notice of any such election is given to the Registration Agent prior to the record date.
- (g) Any interest on any Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall

be paid by the County to the persons in whose names the Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

- (h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in \$5,000 denominations, or integral multiples of \$1,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note for redemption: provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.
 - (i) The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and

with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

- (j) The Registration Agent is hereby authorized to authenticate and deliver the Notes to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Registration Agent on the certificate set forth herein on the Note form.
- (k) In case any Note shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.
- Section 5. Source of Payment. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the County are hereby irrevocably pledged.
- <u>Section</u> 6. <u>Form of Notes</u>. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

No. 2020-05-41

(Form of Note)

REGISTERED REGISTERED Number

\$		
Ψ		

UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF SULLIVAN INDUSTRIAL PARK CAPITAL OUTLAY NOTE (TAXABLE), SERIES 2020

Interest Rate:

Maturity Date:

Date of Note:

[CUSIP No.:]

Registered Owner:

Principal Amount:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That Sullivan County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures [or is redeemed], said interest being payable at maturity. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the Sullivan County Director of Accounts and Budgets, Blountville, Tennessee as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

[The Notes shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Commissioners of the County, and, if less than all of the Notes of a maturity

shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine; provided, however, the County may designate the mandatory sinking fund maturities to be redeemed.

Subject to the credit hereinafter provided, the County shall redeem Notes maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

Principal Amount

Final Redemption
Maturity Date

of Notes Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in

any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the County Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.]

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, [nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.]

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Note is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to finance, in whole or in part, the (A) (i) construction, renovation, repair, improvement, extension and equipping of an industrial park, including acquisition of land in connection therewith; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; [(B) reimbursement to the County for funds previously expended for any of the foregoing; and (C)] payment of costs incident to the issuance and sale of the of the issue of which this Note is one, under and in full compliance with the

constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., including	12
particularly 9-21-604 and 9-21-607, Tennessee Code Annotated, and pursuant to a resolution (the	ie
"Resolution") duly adopted by the Board of County Commissioners of the County on the day of	of
, 2020.	

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

IN WITNESS WHEREOF, Sullivan County, Tennessee, has caused this Note to be signed by its County Mayor with his manual [facsimile] signature and attested by its County Clerk with her manual [facsimile] signature under an impression [facsimile] of the corporate seal of the County, all as of the day and date hereinabove set forth.

	SULLIVAN COUNTY
	BY:
	County Mayor
(SEAL)	
ATTESTED:County C	Clerk
Transferable and payable at the principal office of:	Sullivan County, Tennessee Director of Accounts and Budgets Blountville, Tennessee

No. 2020-05-41

Date of Registration:
This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.
Sullivan County Director of Accounts and Budgets Registration Agent
(FORM OF ASSIGNMENT)
FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto . whose address is
, whose address is
thereof with full power of substitution in the premises.
Dated:
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.
Signature guaranteed:
NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor

shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Notes.

- Section 8. Project Covenants. The County covenants with the owners of the Notes as follows:
- (a) No Notes shall be issued until receipt of a Certificate of Public Purpose and Necessity by the Building Finance Committee providing for the purchase of the land for development and sale as an industrial park.
- (b) The Project will not be developed or disposed of in a manner which will violate the laws, statutes or Constitution of the State of Tennessee.
- (c) The net proceeds of any sale of all or any portion of the Project shall be deposited in a special fund to be used to pay principal of or interest on the Notes or used to reimburse the debt service fund of the County.
- (d) The County will comply with all requirements and conditions of the Certificate of Public Purpose and Necessity in the acquisition of land for and the development of the Project and the sale of the land therein.
- (e) The total bonded indebtedness of the County outstanding, including the Notes hereby authorized, solely for the purposes authorized by Sections 13-16-201 to 13-16-207, inclusive, and 7-55-101 to 7-55-11, inclusive, Tennessee Code Annotated, as amended, shall not exceed ten percent (10%) of the total assessed valuation of the property in the County as ascertained by the last completed assessment.
- Section 9. Sale of Notes. (a) The Notes shall be sold by negotiated sale or by informal bid and in compliance with the Act. The Notes shall be offered at a price of not less than 100% of par, plus accrued interest, if any, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with Stephens Inc., Nashville, Tennessee, the County's municipal advisor (the "Municipal Advisor").
 - (b) The County Mayor in consultation with the Municipal Advisor, is further authorized:
 - (1) to change the dated date of the Notes to a date other than the date of issuance;
- (2) to change the designation of the Notes from "Industrial Park Capital Outlay Notes (Taxable)" and to specify the series designation of the Notes;
- (3) to establish the interest payment dates for the Notes, provided that the first interest payment date may not be more than 12 months following the issuance of the Notes;
- (4) to establish the principal payment dates and maturity or mandatory redemption amounts for the Notes within the parameters set forth in Section 4;

- (5) to adjust the optional redemption provisions of the Notes;
- (6) to adjust authorized denominations;
- (7) to sell all or a portion of the Notes as Term Notes; and
- (8) to provide for the transferability and restrictions on transferability of the Notes in accordance with the terms of this Resolution.
- (c) The officers of the County are authorized to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Notes.
- (d) The County Mayor is hereby authorized to enter into an agreement with the Municipal Advisor to serve as Municipal Advisor to the County and an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes, and all actions heretofore taken in this respect are hereby ratified and approved.
- (e) The Notes may not be issued until the County has received the approval of the Director of State and Local Finance, as required by the Act.
- (f) The form of the Note as set forth in Section 6 hereof shall be conformed to any modifications provided in this Section 9.

Section 10. Disposition of Note Proceeds.

- (a) All accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.
- The remainder of the proceeds of the sale of each series of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Industrial Park Note Fund (the "Note Fund") with a designation that includes the year in which such series of Notes is issued to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Note Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses. printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining monies in the Note Fund shall be solely used by the County to pay costs of the Project and, if applicable, to reimburse the County for any funds previously expended for Project costs. Moneys in the Note Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County Trustee in the Note Fund to pay costs of the Projects or to the County's debt service fund to pay principal and interest on the Notes at the direction of the Finance Director. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the County for funds previously expended for Project costs, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

- (c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.
- Section 11. Offering Circular or Official Statement. The County Mayor, working with the Municipal Advisor, is hereby authorized to provide for the preparation and distribution of an offering circular or Official Statement describing each series of Notes. No offering circular or official statement need be prepared if the Notes are sold or expected to be sold to a purchaser that does not intend to reoffer the Notes to the public.
- Section 12. Federal Tax Matters Related to the Notes. Interest on the Notes will be included in gross income of the holders thereof for purposes of federal income taxation unless the County obtains an opinion of nationally recognized bond counsel that the interest on the Notes will be excluded from gross income of the holders thereof for purposes of federal income taxation and; if so, the following covenant applies:

The County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the County covenants that it shall take no action which may render the interest on any of said Notes subject to inclusion in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

- Section 13. <u>Discharge and Satisfaction of Notes</u>. If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:
- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Notes as and when the same become due and payable;

- (b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;
- (c) By delivering such Notes to the Registration Agent, for cancellation by it; and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Notes; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Notes and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 (the "Rule") of the Securities Exchange Commission for the Notes. If required by the Rule, the County Mayor is authorized to execute at the Closing of the sale of the Notes, an agreement for the benefit of and enforceable by the owners of the Notes specifying the details of the financial information and event notices to be provided and its obligations relating thereto.

Section 15. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than fifteen (15) years.

<u>Section</u> 16. <u>Resolution a Contract</u>. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 21st day of May, 2020.

ATTEST: WWW

resa Jacobs (Qounty Clerk

OVEN WHAT I

Sullivan County Mayor

Sponsored By: Commissioner Sam Jones Co-Sponsor(s): Commissioner John Gardner

2020-05-41 Commission Actions: Approved as amended on Waiver of Rules by Roll Call Vote.

Comm. Mark Hutton made an amendment to clarify which Industrial Park the resolution refers to by specifying it applies to Partnership Park II in Bristol. Amendment was accepted by Sponsor.

Item 15 AMENDED Resolution No. 2020-05-41 Sponsors: Jones/Gardner

Resolution authorizing the issuance of interest-bearing industrial park capital outlay notes(taxable) of sullivan county, tennessee in one or more series, in an aggregate principle amount of not to exceed \$4,000,000.

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy	1			
Broughton	Todd	1			
Calton	Darlene	1			
Cole	Michael	1			
Crawford	Larry	1			
Cross	Andrew	1			
Crosswhite	Joyce	1			
Gardner	John	1			
George	Colette	1			
Glover	Hershel	- 1			
Harkleroad	Terry	1			
Herron	Joe				
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			maria (Janean
Morrell	Randy	1			
Stanley	Angie	1		Feed 78777	y name i y was a s
Starnes	Alicia	1			
Stidham	Gary	1	e e e	a da esta de la Carte	n de la regional de la comp
Vance	Mark	1			
Woods	Doug	1			
		Yes	No	Abstain	Absent

Sponsor requests Waiver of Rules

Comm. Mark Hutton made an amendment to clarify which Industrial Park the resolution refers to by specifying it applies to Partnership Park II in Bristol. Amendment was accepted by Sponsor.

At the conclusion of the meeting, Mayor Richard Venable announced his resignation from the Tri Cities Airport Authority and appointed Commissioner Sam Jones to serve.

Mayor Richard Venable also appointed Commissioner Dwight King to serve on the Board for Sync Space.

AND THEREUPON COUNTY COMMISSION ADJOURNED AT 8:40 P.M. UPON MOTION MADE BY COMM. ANDREW CROSS TO MEET AGAIN IN REGULAR SESSION ON JUNE 18, 2020.

Charl Venable
RICHARD VENABLE

COMMISSION CHAIRMAN