

COUNTY COMMISSION-REGULAR SESSION

000001

March 18, 2021

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, MARCH 18, 2021, 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	MARK A. HUTTON
JUDY BLALOCK	SAMUEL "SAM" JONES
TODD BROUGHTON	
DARLENE CALTON	TONY LEONARD
	HUNTER MICHAEL LOCKE
LARRY CRAWFORD	RANDY C. MORRELL
ANDREW K. CROSS	ARCHIE PIERCE
JOYCE NEAL CROSSWHITE	ANGIE STANLEY
JOHN GARDNER	ALICIA D. STARNES
COLETTE GEORGE	GARY STIDHAM
HERSHEL GLOVER	MARK A. VANCE
TERRY HARKLEROAD	DOUG WOODS

22 PRESENT, 2 ABSENT
(Absent at Roll Call Cole, King)

NOTE: Comm. King in at 6:10pm. Comm. Blalock, Calton, Cross, Hutton, Leonard, Stidham and Woods 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. Gardner and seconded by Comm. Morrell to approve the minutes of the February 18, 2021 Regular Session of County Commission as well as the March 4, 2021 Called Session. Said motion was approved by Roll Call Vote. 21 Yes, 3 Absent

RESOLUTIONS ON DOCKET FOR MARCH 18, 2021

RESOLUTIONS

#1	No. 2021-03-00 RESOLUTION TO CONSIDER AMENDMENT(S) TO THE SULLIVAN COUNTY ZONING PLAN: ZONING MAP OR THE ZONING RESOLUTION	APPROVED 03/18/21
#2	No. 2021-02-12 RESOLUTION TO PROHIBIT SMOKING ON THE GROUNDS OF COUNTY-OWNED PLAYGROUNDS	APPROVED 03/18/21
#3	No. 2021-02-18 RESOLUTION TO PETITION THE CRIMINAL COURT FOR SULLIVAN COUNTY AT BLOUNTVILLE TENNESSEE FOR RELIEF ON BEHALF OF ALLEN DALE POPE	DEFERRED 03/18/21
#4	No. 2021-03-21 RESOLUTION TO AUTHORIZE THE SULLIVAN COUNTY PURCHASING AGENT TO ENTER INTO A SIXTY (60) MONTH LEASE WITH HUNGATE BUSINESS SERVICES	APPROVED 03/18/21
#5	No. 2021-03-22 RESOLUTION TO POST 35 MPH SPEED LIMIT SIGNS ON PLEASANT GROVE ROAD IN THE 4 TH COMMISSION DISTRICT	APPROVED 03/18/21
#6	No. 2021-03-23 RESOLUTION TO APPROPRIATE \$75,000 FOR IMPROVEMENTS TO DRINKING WATER SERVICE ALONG HOOKER ROAD, BLOUNTVILLE, TN	APPROVED 03/18/21
#7	No. 2021-03-24 RESOLUTION IN SUPPORT OF LETTER ASKING TENNESSEE ATTORNEY GENERAL TO JOIN LAWSUIT FILED BY ARIZONA AND MONTANA CHALLENGING PRESIDENT BIDEN'S LIMITATIONS ON ARREST AND DEPORTATION OF ILLEGAL ALIENS	WITHDRAWN 03/18/21
#8	No. 2021-03-25 RESOLUTION TO AMEND THE FY 2020-2021 BUDGET FOR THE OFFICE OF SULLIVAN COUNTY ARCHIVES AND TOURISM	APPROVED 03/18/21
#9	No. 2021-03-25 RESOLUTION TO ACCEPT AN OFFER FOR DELINQUENT TAX PROPERTY LOCATED IN THE 11 TH CIVIL DISTRICT IDENTIFIED AS TAX MAP: 062G, GROUP :C, PARCEL 047.00	APPROVED 03/18/21
#10	No. 2021-03-27 RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF WESSEX DRIVE AT WINDSOR FOREST DRIVE IN THE 8 TH COMMISSION DISTRICT	APPROVED 03/18/21
#11	NO. 2021-03-28 RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS	APPROVED 03/18/21
#12		
#13		

Sullivan County
Board of County Commissioners
241st Annual Session

Thursday, March 18, 2021

REGULAR SESSION

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.sullivancountyttn.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 March 18, 2021 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

Sullivan County
Board of County Commissioners
241st Annual Session

Thursday, March 18, 2021

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 & Presentations
 - Sullivan South Athletes
 - Dobyns Bennett Athletes
- ❖ Confirmations & Appointments
- ❖ Approval of Commission Minutes from Previous Meeting
- ❖ Approval of Notary Publics
- ❖ Public Comment
- ❖ Amendments to Zoning Plan
- ❖ Consent Agenda
- ❖ Resolutions:
 - Old Business
 - New Business
- ❖ Other Business/ Announcements/ Non-Agenda Items
- ❖ Adjournment

Sullivan County
Board of County Commissioners
241st Annual Session

RESOLUTIONS

ZONING

Item 1 Resolution No. 2021-03-01
RESOLUTION TO CONSIDER AMENDMENT(S) TO THE SULLIVAN COUNTY ZONING PLAN; ZONING MAP OR THE ZONING RESOLUTION

Applicant 1: Sean & April Broyles
Applicant 2: Gary & Joy Cox
Applicant 3: Heritage Manufacturing – Eric Kerney

OLD BUSINESS

Item 2 Resolution No. 2021-02-12
Sponsors: Jones/ Calton
RESOLUTION TO PROHIBIT SMOKING ON THE GROUNDS OF COUNTY-OWNED PLAYGROUNDS

Item 3 Resolution No. 2021-02-18
Sponsors: Harkleroad/ Broughton
RESOLUTION TO PETITION THE CRIMINAL COURT FOR SULLIVAN COUNTY AT BLOUNTVILLE TENNESSEE FOR RELIEF ON BEHALF OF ALLEN DALE POPE

NEW BUSINESS

Item 4 Resolution No. 2021-03-21
Sponsors: Akard/ Broughton
RESOLUTION To Authorize the Sullivan County Purchasing Agent to enter into a sixty (60) month maintenance and lease agreement with Tri-City Business Machines and CIT Leasing agency

Item 5 Resolution No. 2021-03-22
Sponsors: Crosswhite/ Leonard
RESOLUTION To Post 35 MPH Speed Limit Signs on Pleasant Grove Road in the 4th Commission District

Item 6 Resolution No. 2021-03-23

Sponsors: Broughton/ Vance

RESOLUTION TO APPROPRIATE \$75,000 FOR IMPROVEMENTS TO DRINKING WATER SERVICE ALONG HOOKER ROAD, BLOUNTVILLE, TENNESSEE

Item 7 Resolution No. 2021-03-24

Sponsors: Stanley/ Locke

RESOLUTION IN SUPPORT OF LETTER ASKING TENNESSEE ATTORNEY GENERAL TO JOIN LAWSUIT FILED BY ARIZONA AND MONTANA CHALLENGING PRESIDENT BIDEN'S LIMITATIONS ON ARREST AND DEPORTATION OF ILLEGAL ALIENS

Item 8 Resolution No. 2021-03-25

Sponsors: Crosswhite/ Leonard

RESOLUTION TO AMEND THE FY 2020-2021 BUDGET FOR THE OFFICE OF SULLIVAN COUNTY ARCHIVES AND TOURISM

Item 9 Resolution No. 2021-03-26

Sponsors: George/ Gardner

RESOLUTION TO ACCEPT AN OFFER FOR DELINQUENT TAX PROPERTY LOCATED IN THE 11TH CIVIL DISTRICT IDENTIFIED AS TAX MAP: 062G, GROUP: C, PARCEL 047.00

Item 10 Resolution No. 2021-03-27

Sponsors: Calton/ Starnes

RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF WESSEX DRIVE AT WINDSOR FOREST DRIVE IN THE 8TH COMMISSION DISTRICT

Item 11 Resolution No. 2021-03-28

Sponsors: Jones/ Vance

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

Roll Call - Regular Session March 18, 2021

		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	
Hutton	Mark	1	
Jones	Sam	1	
King	Dwight		1
Leonard	Tony	1	
Locke	Hunter	1	
Morrell	Randy	1	
Pierce	Archie	1	
Stanley	Angie	1	
Starnes	Alicia	1	
Stidham	Gary	1	
Vance	Mark	1	
Woods	Doug	1	
VOTES		22	2
		Present	Absent

Comm. King in at 6:10 pm.

Comm. Blalock, Calton, Cross, Hutton, Leonard, Stidham and Woods attended electronically.

**Sullivan County Board of Commissioners
Certificate of Accomplishment**

presented to

Coach Wesley Idlette
DOBYNS BENNETT INDIANS
WRESTLING TEAM

for outstanding performance and achievement
of team in
2020-2021 Season

*Presented by Commissioners: Alicia
Starnes, Darlene Calton, John Gardner,
Hunter Locke & Archie Pierce*



Presented this 18th day of March 2021.

Richard S. Venable

Richard S. Venable
Sullivan County Mayor

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**Sullivan County Board of Commissioners
Certificate of Accomplishment**

presented to

Jackson Hurst
DOBYNS BENNETT INDIANS
WRESTLING TEAM

for outstanding performance and achievement
2020-2021 Season
State Champion at 152

*Presented by Commissioners: Alicia Starnes,
Darlene Calton, John Gardner,
Hunter Locke & Archie Pierce*



Presented this 18th day of March 2021.

Richard S. Venable

Richard S. Venable
Sullivan County Mayor

**Sullivan County Board of Commissioners
Certificate of Accomplishment**

presented to

Brennan Watkins
DOBYNS BENNETT INDIANS
WRESTLING TEAM

for outstanding performance and achievement
2020-2021 Season
Second in State Championship at 132

*Presented by Commissioners: Alicia Starnes,
Darlene Calton, John Gardner,
Hunter Locke & Archie Pierce*



Presented this 18th day of March 2021.

Richard A. Venable

Richard S. Venable
Sullivan County Mayor

**Sullivan County Board of Commissioners
Certificate of Accomplishment**

presented to

Clint Morrissette
DOBYNS BENNETT INDIANS
WRESTLING TEAM

for outstanding performance and achievement
2020-2021 Season
Two Time Regional Champion
Fourth in State Championship at 170

*Presented by Commissioners: Alicia
Starnes, Darlene Calton, John Gardner,
Hunter Locke & Archie Pierce*



Presented this 18th day of March 2021.

Richard A. Venable
Richard S. Venable
Sullivan County Mayor

**Sullivan County Board of Commissioners
Certificate of Accomplishment**

presented to

Sean Patrick Clare
SULLIVAN SOUTH REBELS
WRESTLING TEAM

for outstanding performance and achievement
2020-2021 Season
Sixth in State Championship

*Presented by Commissioners: Alicia Starnes,
Darlene Calton, John Gardner,
Hunter Locke & Archie Pierce*



Presented this 18th day of March 2021.

Richard S. Venable
Richard S. Venable
Sullivan County Mayor

**Approval of February 18, 2021 Regular Session and March 4, 2021
Called Session Commission Minutes**

Motion by Comm. Gardner, 2nd by Comm. Morrell

		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			
Hutton	Mark				1
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		21	0	0	3
		Yes	No	Abstain	Absent

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

Notaries to be elected March 18, 2021

DONNA O. ADAMS	KAREN KAY HURD
CATHY Y. BANKS	MELISSA DAWN JACOBS
JOHNNA R BORDERS	DEBORAH LYNN LITTLETON
CYNTHIA JESSEE BROOKS	KATHERYN MAHONEY
CINDY L. COATES	LISA G MAIDEN
MARK S COFER	MILTON THAINE MCKEE
MICHAEL B. COLE	JANET ELAINE PARKS
CATHERINE ELIZABETH DAVENPORT	PATRICIA S. PITTS
MEGGAN BALTHIS DAY	PAMELA B POPE
KATHERINE ELIZABETH DIXON	SHEILA POSTELL
LISA RENEE DUNN	JONATHAN MATTHEW PURDIE
ELAINA R FLEURY	ERIC MITCHELL SMITH
DEBRA GARDNER	SHEARON W SPIVEY
SONYA K HENSLEY	AMBRE MICHELLE TORBETT
WALTER KADE HONAKER	SANDY J WHITE
KATHY HUMPHREY	KELLY S WITHERSPOON
WAYNE HUMPHREY	

PERSONAL SURETY
 NNA - E&O INSURANCE
 107385187
 STATE FARM INSURANCE

UPON MOTION MADE BY COMM. GARDNER AND SECONDED BY COMM. AKARD 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

March 18, 2021

Name of Notary	Personal Surety	Personal Surety
Rebecca Ann Theall	W Derek Malcolm	Gary R Malcolm

UPON MOTION MADE BY COMM. GARDNER AND SECONDED BY COMM. AKARD 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

Approval of Notary Publics submitted for February 2021

Motion by Comm. Gardner to approve, 2nd by Comm. Akard

		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			
Hutton	Mark				1
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		20	0	1	3
		Yes	No	Abstain	Absent

Public comment on Item 7, No. 2021-03-24

Lori Love

532 Fordtown Rd, Kingsport, TN 37663

This resolution does absolutely NOTHING for our county and should not even be up for consideration. There is nothing in this resolution that has any impact on the governance, the citizens of Sullivan County, the county budget or the inner workings of the county.

The referencè to illegal aliens and the surge at the border is two completely different situations. It is the surge at the border that is more significant because the Biden Administration has decided to treat those individuals more humanely that the previous administration. The individuals crossing into our country illegally are still being detained and deported because they broke the law. Why is this resolution targeted at illegal aliens and then goes on to discuss the situation at the border that consists of asylum seekers? Exactly what does this resolution want to accomplish?

To use a report from 2017 to justify bringing this hateful resolution for consideration is unjustifiable. Has nothing been done since 2017 to counter this problem? Because there have been considerable increases in the Sheriff Department's budget over that time. Our next property tax increase will be for that department as well.

Our state and county are so far removed from the situation at the border. Was it the preference of this committee to see that children were kidnapped from their parents, thrown into cages and denied blankets, toothpaste and toothbrushes? Because that is what it looks like to me. Or, is your preference that everyone coming to the border to request asylum be deported? Why? These people are NOT illegal immigrants. They are asylum seekers.

There is certainly no room for the commissioners of Sullivan County to speak about spreading Covid. Our county is the highest in the region. I suspect it would be higher if testing was more readily available. With the infection and death rates in our county I would not recommend pointing fingers at someone else.

I would also like to know exactly what report was referenced for the annual cost to Tennessee Taxpayers for the \$496.5 million? Putting something in writing does not make it a true statement without a reference.

This resolution is just plain hateful. I would like you to consider removing it from consideration.

Sullivan County
Board of County Commissioners
241st Annual Session

Public Comment

PUBLIC COMMENT SUBMISSION

Date of meeting you wish to address the Commission:

March 18, 2021

YOUR NAME: Paul F. Becker

ADDRESS: 2020 Malvern Dr.

Kingsport, TN 37660

PHONE: 423-863-5630

ARE YOUR COMMENTS RELATED TO A PROPERTY THAT IS BEING CONSIDERED FOR REZONING?

 YES, please complete questions below:

Where is the property located?

Who is the property owner?

 X NO

If no, what is the general topic of your comments?

"In defense of our God-given liberty"

Form must be submitted to:

Sullivan County Mayor's Office at 3411 Hwy 126 Suite 206, Blountville, TN
or angela.taylor@sullivancountyttn.gov by 4:00 p.m. one day prior to
meeting.

**Sullivan County
Board of County Commissioners
241st Annual Session**

PUBLIC COMMENT SUBMISSION

Date of meeting you wish to address the Commission:

03/18/2021

YOUR NAME: Rodney Ridgett

ADDRESS: 1125 Gotzland Shoals Rd.
Blountville TN 37617

PHONE: 423 306 0799

ARE YOUR COMMENTS RELATED TO A PROPERTY THAT IS BEING CONSIDERED FOR REZONING?

 YES, please complete questions below:

Where is the property located?

Who is the property owner?

NO

If no, what is the general topic of your comments?

Concerns over handling of West Ridge Access Road and
another recent rezoning issue related to recent annual rep

**Form must be submitted to:
Sullivan County Mayor's Office at 3411 Hwy 126 Suite 206, Blountville, TN**

Sullivan County
Board of County Commissioners
241st Annual Session

Item 1
No. 2021-03-00

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

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 SULLIVAN COUNTY ZONING PLAN – Zoning Map or Zoning Resolution.

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


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

Duly passed and approved this 18th day of March 2021.

Attest:


Teresa Jacobs, County Clerk

Approved:


Richard S. Venable, County Mayor

Sponsor: Commissioner Darlene Calton

Co-Sponsor: Commissioner John Gardner

2021-03-01 COMMISSION ACTION: 03/18/21 Approved by Voice Vote

Item #1

Resolution No. 2021-03-00

Sponsor: Comm. Calton

Co Sponsor: Comm. Gardner

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

APPROVED BY VOICE VOTE

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
	VOTES	23	0	0	1
		Yes	No	Abstain	Absent

APPROVED BY VOICE VOTE

Rezoning File #1

Sponsors: Calton/Gardner

Sean & April Broyles

R1 to A-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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		23	0	0	1
		Yes	No	Abstain	Absent

Rezoning File #2

Sponsors: Calton/Gardner

Gary & Joy Cox

R-1 to A-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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		23	0	0	1
		Yes	No	Abstain	Absent

Rezoning File #3

Sponsors: Calton/Gardner

Heritage Manufacturing (Eric Kerney)

M-1 to R-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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			

VOTES

23

0

0

1

Yes

No

Abstain

Absent

Sullivan County
Board of County Commissioners
241st Annual Session

Item 2
 No. 2021-02-12

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of February 2021.

RESOLUTION TO PROHIBIT SMOKING ON THE GROUNDS OF COUNTY-OWNED PLAYGROUNDS

WHEREAS, A "Playground" means an indoor or outdoor facility that is intended for recreation of children and owned by the local government; and "Smoking" means the burning of a tobacco product, hemp product, or any other drug or substance. "Smoking" does not include the use of a vapor product; and,

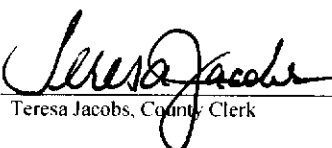
WHEREAS, We know that secondhand smoke exposure contributes to approximately 41,000 deaths among nonsmoking adults and 400 deaths in infants each year. Tennessee spends \$2.67 billion annually in health care costs related to smoking and this does not include exposure to secondhand smoke. \$3.59 billion is attributed to smoking-caused productivity losses in Tennessee. (TN.gov TTP); and,

WHEREAS, Sullivan County has an adult smoking rate of 22% which is much higher than the national average and some higher than the Tennessee average. Reducing the adult smoking rate and secondhand smoke exposure with children can decrease health care costs and loss productivity due to sick days as a result of children's exposure

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approve prohibiting smoking on the grounds of County-Owned Playgrounds.

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

Approved this 18th day of March, 2021.

Attest: 
 Teresa Jacobs, County Clerk

Approved: 
 Richard S. Venable, County Mayor

Sponsored By: Commissioner Sam Jones

Co-Sponsor(s): Commissioner Darlene Calton

2021-02-12 ACTIONS: 02/18/21 - 1st Reading; 03/18/21 Approved 18 Yes, 4 No, 2 Absent

Item #2

Resolution No. 2021-02-12

Sponsor: Comm. Jones

Co Sponsor: Comm. Calton

RESOLUTION TO PROHIBIT SMOKING ON THE GROUNDS OF COUNTY OWNED PLAYGROUNDS

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight		1		
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary				1
Vance	Mark	1			
Woods	Doug		1		
	VOTES	18	4	0	2
		Yes	No	Abstain	Absent

Sullivan County
Board of County Commissioners
241st Annual Session

Item 3
 No. 2021-02-18

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of February 2021.

RESOLUTION TO PETITION THE CRIMINAL COURT FOR SULLIVAN COUNTY AT BLOUNTVILLE TENNESSEE FOR RELIEF ON BEHALF OF ALLEN DALE POPE

WHEREAS, in Case No. S58286, State of Tennessee vs. Allen Dale Pope, the defendant, Allen Dale Pope was ordered by the Criminal Court for Sullivan County at Blountville, Tennessee to pay restitution to the Sullivan County Highway Department in an amount of \$96,053.20; and,

WHEREAS, since that time Allen Pope has consistently made regular monthly payments reducing his indebtedness to the Sullivan County Highway Department; and,

WHEREAS, additionally Allen Pope has been discharged from active probation and placed on unsupervised probation.

NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners hereby appeals to and petitions the Criminal Court for Sullivan County Tennessee at Blountville, Tennessee on behalf of Allen Dale Pope to accept the restitution paid to date as payment in full for the debt owed to the Sullivan County Highway Department.

BE IT FURTHER RESOLVED that the Sullivan County Clerk deliver certified copies of this resolution to the Sullivan County Criminal Court, Sullivan County Circuit Court Clerk and Sullivan County District Attorney General's Office.

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 _____ 2021.

Attest: _____
 Teresa Jacobs, County Clerk

Approve: _____
 Richard S. Venable, County Mayor

Sponsored By: Commissioner Terry Harkleroad
Co-Sponsor(s): Commissioner Todd Broughton
 2021-02-18 ACTIONS: 02/18/21 1st Reading, 03/18/21 Deferred

Sullivan County
Board of County Commissioners
241st Annual Session

Item 4
No. 2021-03-21

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION To Authorize the Sullivan County Purchasing Agent to enter into a sixty (60) month maintenance and lease agreement with Tri-City Business Machines and CIT Leasing agency.

WHEREAS, the current sixty (60) month lease (five years) for the Sullivan County Planning & Codes Department copier with Tri-Cities Business Machines (maintenance) and CIT (lease agreement) will expire June 30, 2021; and

WHEREAS, the Purchasing Agent, acting on the request of the Planning & Codes Department, has provided Tri-City Business Machines and CIT a termination notice as required by the existing lease terms for existing copier equipment; and

WHEREAS, the Planning & Codes Department has studied and compared proposals from various companies to determine the best performance, cost savings, and needs of the department; and

WHEREAS, the Sullivan County Planning & Codes Department has considered the proposals and recommends for approval the sixty (60) month copier lease and maintenance support proposal for **Konica Minolta Bizhub C3001**, copier submitted by Tri-City Business Machines at a total cost of **\$124.33** per month from current plan; and

WHEREAS, while the recommendation is to contract with the existing service provider and partnering leasing firm, the copier will be an upgrade in equipment as well as provide a monthly cost savings of \$112.49 a month from the current contract.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the Sullivan County Purchasing Agent to execute a sixty (60) month lease/maintenance agreement @ \$124.33 per month, which is a savings of \$112.49 per month, with Tri-City Business Machines/CIT Lease as recommended expiring June 2026.

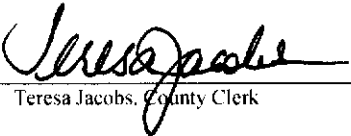
WAIVER OF RULES REQUESTED

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

Duly passed and approved this 18th day of March, 2021.

000029

No. 2021-03-22

Attested: 
Teresa Jacobs, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored by: Commissioner David Akard

Prime Co-Sponsor(s): Commissioner Todd Broughton, Joyce Crosswhite, Larry Crawford, Randy Morrell

2021-03-21 COMMISSION ACTION: 03/18/21 Approved on Waiver of Rules 22 Yes, 2 Absent

Item #4

Resolution No. 2021-03-21

Sponsor: Comm. Akard

Co Sponsors Comm. Broughton, Crosswhite, Crawford, Morrell

**RESOLUTION TO AUTHORIZE THE SULLIVAN COUNTY PURCHASING AGENT
TO ENTER INTO A SIXTY (60) MONTH LEASE WITH HUNGATE BUSINESS SERVICES**

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary				1
Vance	Mark	1			
Woods	Doug	1			
	VOTES	22	0	0	2
		Yes	No	Abstain	Absent

Approved on Waiver of Rules

Sullivan County
Board of County Commissioners
241st Annual Session

Item 5
No. 2021-03-22

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION To Post 35 MPH Speed Limit Signs on Pleasant Grove Road in the 4th Commission District

WHEREAS, Commissioner Joyce Crosswhite requested 35 MPH speed limit signs to be placed on Pleasant Grove Road in the 4th 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:

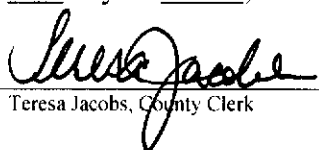
4th Commission District – Pleasant Grove Road

Installation of 35 MPH speed limit sign(s).

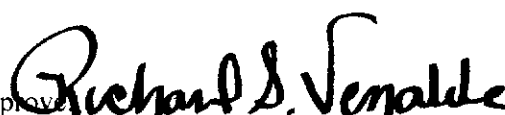
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 18th day of March, 2021.

Attest:


Teresa Jacobs, County Clerk

Approved:


Richard S. Venable, County Mayor

Sponsored By: Commissioner Joyce Crosswhite
Co-Sponsor(s): Commissioner Tony Leonard

2021-03-22 COMMISSION ACTION: 03/18/21 Approved on Waiver of Rules 23 Yes, 1
Absent

000033

No. 2021-03-22

SULLIVAN COUNTY
 HIGHWAY DEPARTMENT
 P. O. BOX 390
 BLOUNTVILLE, TENNESSEE 37617

SCOTT MURRAY
 HIGHWAY COMMISSIONER

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

RESOLUTION REQUEST REVIEW

DATE: 3-10-2021
 TO: Sullivan County Commission
 REQUEST MADE BY: Joyce Crosswhite
 SUBJECT: To place 35 MPH speed limit on
Pleasant Grove Rd.

4th COMMISSIONER DISTRICT Tony Leonard

APPROVED BY HIGHWAY DEPARTMENT
 DENIED BY HIGHWAY DEPARTMENT

COMMENT:

Roger Cooper 3/10/2021
 TRAFFIC COORDINATOR DATE

Scott Murray 3/10/2021
 HIGHWAY COMMISSIONER DATE

Item #5

Resolution No. 2021-03-22

000034

Sponsor: Comm. Crosswhite

Co Sponsor: Comm. Tony Leonard

RESOLUTION TO POST 35 MPH SPEED LIMIT SIGNS ON PLEASANT GROVE ROAD IN THE 4TH 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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		23	0	0	1
		Yes	No	Abstain	Absent

Approved on Waiver of Rules

Sullivan County
Board of County Commissioners
241st Annual Session

Item 6
 No. 2021-03-23

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION TO APPROPRIATE \$75,000 FOR IMPROVEMENTS TO DRINKING WATER SERVICE ALONG HOOKER ROAD, BLOUNTVILLE, TENNESSEE.

WHEREAS, on December 17, 2020 the Sullivan County Commission approved the re-zoning of Parcels 154.30 and 154.40 [Tax Map 034], tracts 7 and 9 on Hooker Road, Blountville, Tennessee, in the 6th Civil District of Sullivan County, located off Highway 11-W, to allow development of residential single-family subdivision; and

WHEREAS, existing and future residential development along Hooker Road justifies and requires improvement to the existing provision of drinking water; and

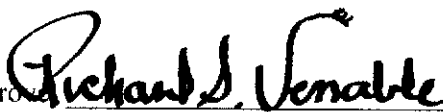
WHEREAS, drinking water in this area is provided by the City of Bristol, Tennessee.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the appropriation of ~~Seventy-Five Thousand Dollars (\$75,000)~~ to assist the City of Bristol Tennessee in improving the provision of drinking water along Hooker Road, Blountville, Tennessee, in the 6th Civil District, including the upgrade of water lines, with said money to come from undesignated fund balance.

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

Approved this 18th day of March 2021.

Attest: 
 Teresa Jacobs, County Clerk

Approved: 
 Richard S. Venable, County Mayor

Sponsored By: Commissioner Todd Broughton

Co-Sponsor(s): Commissioner Mark Vance, Hunter Locke, David Akard, John Gardner, Terry Harkleroad, Judy Blalock, Sam Jones, Darlene Calton, Randy Morrell, all voting in the affirmative.

2021-03-23 ACTIONS: 03/18/21 Approved on Waiver of Rules 23 Yes, 1 Absent
 Amended by Sponsor to read **up to Seventy-Five Thousand Dollars** and to clarify that the funding for this project is coming from funds that were originally earmarked for the Boozy Creek project, which turned out to be nonviable.

Item #6

Resolution No. 2021-03-23

Sponsor: Comm. Broughton

Co Sponsor: Comm. Vance, Locke, Akard, Gardner, Harkleroad, Blalock, Jones,
Calton, Morrell, all voting in the affirmative**RESOLUTION TO APPROPRIATE \$75,000 FOR IMPROVEMENTS TO DRINKING WATER
SERVICE ALONG HOOKER ROAD, BLOUNTVILLE, TENNESSEE**

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
	VOTES	23	0	0	1
		Yes	No	Abstain	Absent

Approved on Waiver of Rules

Sullivan County
Board of County Commissioners
241st Annual Session

Item 7
No. 2021-03-24

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION IN SUPPORT OF LETTER ASKING TENNESSEE ATTORNEY GENERAL TO JOIN LAWSUIT FILED BY ARIZONA AND MONTANA CHALLENGING PRESIDENT BIDEN'S LIMITATIONS ON ARREST AND DEPORTATION OF ILLEGAL ALIENS.

WHEREAS, several Tennessee state representatives, including Sullivan County representative Bud Hulsey, have sent a letter dated March 15, 2021, to the Tennessee Attorney General encouraging him to join the lawsuit filed by Arizona and Montana against President Biden's administration for limiting the arrest and deportation of illegal aliens; and

WHEREAS, according to Homeland Security Secretary Alejandro Mayorkas on March 16, 2021, the current migrant surge at the U.S. – Mexico border is expected to hit a 20-year high; and

WHEREAS, according to recent Fox News articles, the U.S. Customs and Border Protection Agency recently announced that it had encountered more than 100,000 migrants at the Mexico border in the month of February alone, and that Mexico border migrant encounters are up 28% from the prior month and up 174% from the same time last year; and

WHEREAS, as stated in the letter, the net cost of illegal immigration to Tennessee taxpayers was estimated by the Federation for American Immigration Reform to be approximately \$496.5 million annually due to the imposition of additional education, healthcare and law enforcement expenses, and other costs associated with illegal immigration; and

WHEREAS, as stated in the letter, it is believed that such influx of migrants will contribute to the spread of Covid-19; and

WHEREAS, as stated in the letter, this migrant surge and the failure to deport will lead to a spike in drug trafficking; and

WHEREAS, Sullivan County has been recognized as having a drug trafficking problem as evidenced on August 28, 2017, when Sullivan County was designated as an Appalachia High Intensity Drug Trafficking Area pursuant to the High Intensity Drug Trafficking Area Program began in 1988 when Congress authorized the Director of the Office of National Drug Control Policy to designate areas within the United States which exhibit serious drug trafficking problems

and as such harmfully impact other areas of the country.

000038

No. 2021-03-24

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby supports asking the Tennessee Attorney General to join the lawsuit filed by Arizona and Montana challenging President Biden's limitations on arrest and deportation of illegal aliens.

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

Approved this _____ day of _____, 2021.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Richard S. Venable, County Mayor

Sponsored By: Commissioner Angie Stanley

Co-Sponsor(s): Commissioner Hunter Locke, Alicia Starnes, Joyce Crosswhite, Todd Broughton, Terry Harkleroad

2021-03-24 ACTIONS: 03/18/21 Withdrawn by Sponsor

000033

Sullivan County
Board of County Commissioners
241st Annual Session

Item 8
No. 2021-03-25

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION TO AMEND THE FY 2020-2021 BUDGET FOR THE OFFICE OF SULLIVAN COUNTY ARCHIVES AND TOURISM

WHEREAS, the Office of Sullivan County Archives has incurred new expenditures for utilities for the Visitors' Center in the FY 20-21 fiscal year; and

WHEREAS, the Office of Sullivan County Archives and Tourism will experience a shortfall in their account for payment of utilities by year end; and

WHEREAS, funds should be appropriated to cover said expenses.


NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approve the amending the FY 2020-2021 budget for the office of Sullivan County Archives and Tourism as follows:

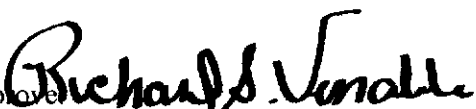
From: Revenue Account - 34510 Program 034	\$ 4,000.00
To: Appropriation Account - 51910.400	\$ 4,000.00

WAIVER OF RULES REQUESTED

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

Approved this 18th day of March, 2021.

Attest: 
Teresa Jacobs, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Joyce Crosswhite

Co-Sponsor(s): Commissioner Tony Leonard, Hershel Glover, Dwight King

2021-03-25 **ACTIONS:** 03/18/21 Approved on Waiver of Rules 23 Yes, 1 Absent
Amended by Sponsor – “WHEREAS” language marked in italics

Item #8

Resolution No. 2021-03-25

000040

Sponsor: Comm. Crosswhite

Co Sponsor: Comm. Leonard, Glover, King

RESOLUTION TO AMEND THE FY 2020-2021 BUDGET FOR THE OFFICE OF SULLIVAN COUNTY ARCHIVES AND TOURISM

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			
VOTES		23	0	0	1
		Yes	No	Abstain	Absent

Approved on Waiver of Rules

000041

Sullivan County
Board of County Commissioners
241st Annual Session

Item 9
No. 2021-03-26

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION TO ACCEPT AN OFFER FOR DELINQUENT TAX PROPERTY LOCATED IN THE 11TH CIVIL DISTRICT IDENTIFIED AS TAX MAP: 062G, GROUP: C, PARCEL 047.00

WHEREAS, Sullivan County acquired real property located in the 11th Civil District through a delinquent property tax proceeding and the property has been offered for resale in multiple county auctions; and,

WHEREAS, the amount of delinquent taxes has accrued since 2006 in an approximate amount of \$7,886.76 including interest, penalties and court costs; and,

WHEREAS, a bid in the amount of \$2,500.00 has been received from Charles T. Colvard for this parcel of land located in the 11th Civil District identified as Tax Map 062G, Group C, Parcel 047.00 also known as 1940 Heather Lane, Kingsport, Sullivan County, TN; and,

WHEREAS, the Sullivan County Delinquent Tax Committee has reviewed the delinquency period, location, condition, and value of the property; and the Committee has recommended that the County accept the bid proposed.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of the property located in the 11th Civil District identified as Tax Map 062G, Group C, Parcel 047.00 also known as 1940 Heather Lane, Kingsport, Sullivan County, TN; to Charles T. Colvard for the amount of \$2,500.00 in accordance with T.C.A. § 67-5-2507.

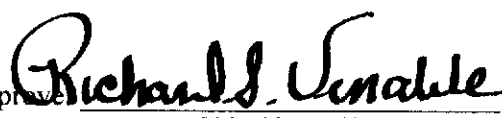
BE IT FURTHER RESOLVED that a provision of the sale be that the buyer agrees to bring the property into compliance with the Sullivan County Property Maintenance Code within one year of receiving the deed for this property.

WAIVER OF RULES REQUESTED

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

Approved this 18th day of March, 2019.

Attest: 
Teresa Jacobs, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Colette George

Co-Sponsor(s): Commissioner John Gardner

2021-03-26 ACTIONS: 03/18/21 Approved 22 Yes, 1 Absent, 1 Present not voting

Item #9

Resolution No. 2021-03-26

000042

Sponsor: Comm. George

Co Sponsor: Comm. Gardner

**RESOLUTION TO ACCEPT AN OFFER FOR DELINQUENT TAX PROPERTY
LOCATED IN THE 11TH CIVIL DIRSTRICK IDENTIFIED AS TAX MAP: 062G,
GROUP: C, PARCEL 047.00**

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy				
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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			

*Present not voting

VOTES	22	0	0	1
	Yes	No	Abstain	Absent

1 Present not voting

Sullivan County
Board of County Commissioners
241st Annual Session

Item 10
 No. 2021-03-27

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF WESSEX DRIVE AT WINDSOR FOREST DRIVE IN THE 8TH COMMISSION DISTRICT

WHEREAS, Commissioner Darlene Calton requested a STOP sign to be placed on at the intersection of Wessex Drive at Windsor Forest Drive in the 8th Commission District;

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:

Intersection of Wessex Drive at Windsor Forest Drive

Installation of STOP sign.

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

Approved this 18th day of March, 2021.

Attest: 
 Teresa Jacobs, County Clerk

Approved: 
 Richard S. Venable, County Mayor

Sponsored By: Commissioner Darlene Calton
Co-Sponsor(s): Commissioner Alicia Starnes

2021-03-27 COMMISSION ACTION: 03/18/21 Approved on Waiver of Rules 22 Yes, 1
 Absent, 1 Present not voting

000044

2021-03-27

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

SCOTT MURRAY
HIGHWAY COMMISSIONER

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

RESOLUTION REQUEST REVIEW

DATE 3-15-2021

TO Sullivan County Commission

REQUEST MADE BY DARLENE CALTON

SUBJECT To place a Stop sign at the Intersection
of Wessex DR AT WINDSOR FOREST DR

8th COMMISSIONER DISTRICT

Alicia Starnes

APPROVED BY HIGHWAY DEPARTMENT

DENIED BY HIGHWAY DEPARTMENT

COMMENT:

Roger Coyne 3/15/21
TRAFFIC COORDINATOR DATE

Scott Murray 3/15/2021
HIGHWAY COMMISSIONER DATE

Item #10

Resolution No. 2021-03-27

Sponsor: Comm. Calton

Co Sponsor: Comm. Starnes

RESOLUTION TO POST A STOP SIGN AT THE INTERSECTION OF WESSEX DRIVE AT WINDSOR FOREST DRIVE IN THE 8TH COMMISSION DISTRICT

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy				
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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia	1			
Stidham	Gary	1			
Vance	Mark	1			
Woods	Doug	1			

*Present not voting

VOTES	22	0	0	1
	Yes	No	Abstain	Absent

1 Present not voting

Approved on Waiver of Rules

**Sullivan County
Board of County Commissioners
241st Annual Session**

Item 11
No. 2021-03-28

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of March 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Sullivan County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing industrial park improvements and payment of costs incident to the issuance and sale of such bonds authorized herein authorized; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$4,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$4,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. ***Authority.*** *The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.*

Section 2. Definitions. *In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:*

(a) "Bonds" means the not to exceed \$4,000,000 General Obligation Public Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "County Mayor" shall mean the County Mayor of the County.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Governing Body" means the Board of County Commissioners of the County.

(h) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee.

(i) "Projects" means industrial park improvements and the payment of legal, fiscal, administrative, architectural and engineering costs incident thereto;

(j) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body by the Municipal Advisor and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B is an engagement letter (the "Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letter.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance, in whole or in part, the cost of the Projects and costs incident thereto, (ii) reimburse the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable, and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$4,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "Federally Taxable General Obligation Public Improvement Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on April 1 and October 1 in each year, commencing October 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2022 through 2041, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, 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 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds 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.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption

dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as 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 Bonds 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 Bonds 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 cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond 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 Bonds 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 any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond 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 Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such 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 provided herein) 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 Bonds 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 Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) *The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds 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 Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.*

(e) *The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond 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 Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds 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 twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.*

(f) *Any interest on any Bond 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 Bonds 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 Bond 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 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds 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 Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(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 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond 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 Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond 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 Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC

Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond 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 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond 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 Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SULLIVAN
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2021 (FEDERALLY
TAXABLE)

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Sullivan County, Tennessee (the "County") 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 (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on October 1, 2021, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond 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 Bond registration records, without, except for final payment, the presentation or surrender of this Bond, 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 Bond 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 Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements

or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, 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 Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds 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.

[Subject to the credit hereinafter provided, the County shall redeem Bonds 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. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds 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 Bonds to be redeemed on said dates are as follows:

Principal Amount

Final MaturityRedemption Dateof Bonds 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 Bonds 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 Bonds 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 cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond 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 Bonds 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 any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond 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 the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. 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 Depository or the affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond 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 Bond. Upon such transfer, a new Bond or Bonds 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 Bond 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 Bond shall be overdue. Bonds, 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 Bonds 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 Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County to finance the cost of the industrial park improvements and payment of costs incident to the issuance and sale of such Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on _____, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond 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 Bond during the period the Bond 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 Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

SULLIVAN COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the
designated corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____, whose address is _____ (Please
insert Federal Identification or Social Security Number of Assignee _____), the within
Bond of Sullivan County, Tennessee, and does hereby irrevocably constitute and appoint
_____, attorney, to transfer the said Bond on the records kept for registration
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 Bond in every
particular, without alteration or enlargement or any
change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm 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, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. 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 any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.*

Section 8. Sale of Bonds.

(a) *The Bonds shall be offered for competitive public sale on a federally taxable basis in one or more series, at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.*

(b) *If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.*

(c) *The County Mayor is further authorized with respect to each series of Bonds to:*

(1) *change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;*

(2) *change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;*

(3) *change the first interest payment date on the Bonds, or any series thereof, to a date other than October 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;*

(4) *adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be after the end of calendar year 2041; and (C) that the Bonds are not "balloon debt" as defined by Section 9-21-134, Tenn. Code Ann.*

(5) *adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;*

(6) *sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and*

(7) *cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.*

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) *The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.*

(e) *The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.*

(f) *The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract or a supplement to a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.*

(g) *No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.*

Section 9. Disposition of Bond Proceeds. *The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Sullivan County 2021 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and as directed by the County's Director of Accounts and Budgets, (i) retained in the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) retained in the Construction Fund to the extent needed for the Projects, and/or (iii) transferred to the County's debt service fund to pay debt service on the Bonds. Any funds remaining in the Construction Fund after completion of the Project shall be used to pay interest on the Bonds.*

Section 10. Official Statement. *The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.*

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or

any series thereof.

Section 11. ***Discharge and Satisfaction of Bonds.*** *If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:*

(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 Bonds as and when the same become due and payable;*

(b) *By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);*

(c) *By delivering such Bonds 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 Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds 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 Bonds 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 Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance 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 Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, 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, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, 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 12. **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 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.*

Section 13. **Reasonably Expected Economic Life.** *The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.*

Section 14. **Project Covenants.** *The County covenants with the owners of the Bonds as follows:*

(a) *No Bonds shall be issued until receipt of a Certificate of Public Purpose and Necessity by the Building Finance Committee providing approval of the Project. The County will comply with all requirements and conditions of the Certificate of Public Purpose and Necessity in the development of the Project.*

The total bonded indebtedness of the County outstanding, including the Bonds hereby authorized, solely for the purposes authorized by Sections 13-16-201 to 13-16-207, inclusive, and 7-55-101 to 7-55-111, 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 15. **Resolution a Contract.** *The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, 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 Bonds and interest due thereon shall have been paid in full.*

Section 16. **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 17. **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.*

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Duly adopted and approved on _____, 2021.

County Mayor

Attested:

County Clerk

STATE OF TENNESSEE)

COUNTY OF SULLIVAN)

I, Teresa Jacobs, certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on _____, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said County on _____, 2021.

County Clerk

(SEAL)

EXHIBIT AEstimated Debt Service and Issuance Costs

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2021	-	-	-	-	-
10/01/2021	-	-	36,481.19	36,481.19	-
04/01/2022	175,000.00	0.350%	36,685.00	211,685.00	-
06/30/2022	-	-	-	-	248,166.19
10/01/2022	-	-	36,378.75	36,378.75	-
04/01/2023	175,000.00	0.400%	36,378.75	211,378.75	-
06/30/2023	-	-	-	-	247,757.50
10/01/2023	-	-	36,028.75	36,028.75	-
04/01/2024	175,000.00	0.500%	36,028.75	211,028.75	-
06/30/2024	-	-	-	-	247,057.50
10/01/2024	-	-	35,591.25	35,591.25	-
04/01/2025	180,000.00	0.750%	35,591.25	215,591.25	-
06/30/2025	-	-	-	-	251,182.50
10/01/2025	-	-	34,916.25	34,916.25	-
04/01/2026	180,000.00	1.000%	34,916.25	214,916.25	-
06/30/2026	-	-	-	-	249,832.50
10/01/2026	-	-	34,016.25	34,016.25	-
04/01/2027	180,000.00	1.350%	34,016.25	214,016.25	-
06/30/2027	-	-	-	-	248,032.50
10/01/2027	-	-	32,801.25	32,801.25	-
04/01/2028	185,000.00	1.600%	32,801.25	217,801.25	-
06/30/2028	-	-	-	-	250,602.50
10/01/2028	-	-	31,321.25	31,321.25	-
04/01/2029	185,000.00	1.700%	31,321.25	216,321.25	-
06/30/2029	-	-	-	-	247,642.50
10/01/2029	-	-	29,748.75	29,748.75	-
04/01/2030	190,000.00	1.850%	29,748.75	219,748.75	-
06/30/2030	-	-	-	-	249,497.50
10/01/2030	-	-	27,991.25	27,991.25	-
04/01/2031	195,000.00	1.950%	27,991.25	222,991.25	-
06/30/2031	-	-	-	-	250,982.50
10/01/2031	-	-	26,090.00	26,090.00	-
04/01/2032	195,000.00	2.050%	26,090.00	221,090.00	-
06/30/2032	-	-	-	-	247,180.00
10/01/2032	-	-	24,091.25	24,091.25	-
04/01/2033	200,000.00	2.100%	24,091.25	224,091.25	-
06/30/2033	-	-	-	-	248,182.50
10/01/2033	-	-	21,991.25	21,991.25	-
04/01/2034	205,000.00	2.200%	21,991.25	226,991.25	-
06/30/2034	-	-	-	-	248,982.50
10/01/2034	-	-	19,736.25	19,736.25	-
04/01/2035	210,000.00	2.300%	19,736.25	229,736.25	-
06/30/2035	-	-	-	-	249,472.50
10/01/2035	-	-	17,321.25	17,321.25	-
04/01/2036	215,000.00	2.400%	17,321.25	232,321.25	-
06/30/2036	-	-	-	-	249,642.50
10/01/2036	-	-	14,741.25	14,741.25	-
04/01/2037	220,000.00	2.450%	14,741.25	234,741.25	-
06/30/2037	-	-	-	-	249,482.50
10/01/2037	-	-	12,046.25	12,046.25	-
04/01/2038	225,000.00	2.500%	12,046.25	237,046.25	-
06/30/2038	-	-	-	-	249,092.50
10/01/2038	-	-	9,233.75	9,233.75	-
04/01/2039	230,000.00	2.550%	9,233.75	239,233.75	-



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06/30/2039	-	-	-	-	248,467.50
10/01/2039	-	-	6,301.25	6,301.25	-
04/01/2040	235,000.00	2.600%	6,301.25	241,301.25	-
06/30/2040	-	-	-	-	247,602.50
10/01/2040	-	-	3,246.25	3,246.25	-
04/01/2041	245,000.00	2.650%	3,246.25	248,246.25	-
06/30/2041	-	-	-	-	251,492.50
Total	\$4,000,000.00	-	\$980,351.19	\$4,980,351.19	-

PROJECTED COSTS OF ISSUANCE DETAIL

Licensed Municipal Financial Advisor.....	\$22,000.00
Bond Counsel.....	\$15,000.00
Rating Agency Fee.....	\$13,500.00
Registration/Paying Agent.....	\$750.00
I-Preo Electronic Bidding & Distribution.....	\$983.25
TOTAL.....	\$52,233.25

*The underwriting expense will be determined by competitive bid and is projected to be a maximum of \$40,000. The maximum discount allowed in the Resolution is 1.0%; however, the estimated amount that is expected to be bid is 0.5%. The actual underwriting expense is expected to be less than the maximum allowed.



EXHIBIT B

000067

Engagement Letter

[Letterhead of Bass, Berry & Sims PLC]

_____, 2021

Sullivan County, Tennessee
Blountville, Tennessee
Attention: Richard Venable, County Mayor

Re: Issuance of Not to Exceed \$4,000,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2021 (Federally Taxable).

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Sullivan County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain capital improvements within the Issuer and pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, and the source of payment and security for the Bonds.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by



us on the date the Bonds are exchanged for its purchase price (the "Closing").

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The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Securities and Exchange Commission investigations.
- h. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other outstanding obligations of the County or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- i. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.



ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$15,000. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.



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OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer of the Issuer. Otherwise, we look forward to working with you.

30151346.1



INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee (the "County") that for the purpose of providing funds for industrial park improvements and payment of costs incident to the issuance and sale of such bonds authorized herein, there shall be issued bonds of the County in the aggregate principal amount of not to exceed \$4,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of the County that the County Clerk is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the County, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the Board of County Commissioners of the County that this initial resolution shall take effect from and after its adoption, the welfare of the County requiring it.

ADOPTED AND APPROVED this __ day of _____, 2021.

County Mayor

ATTEST: _____
County Clerk

(SEAL)

STATE OF TENNESSEE)
COUNTY OF SULLIVAN)

I, Teresa Jacobs, hereby certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee (the "County") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the Board of County Commissioners of the County at its _____, 2021 meeting; and (2) that a quorum of the members of the Board of County Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of the County, this ____ day of _____, 2021.

(SEAL)

County Clerk



Resolution No. 2021-03-28

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

Approved this 18th day of March, 2021.

Attest:


Teresa Jacobs, County Clerk

Approved:


Richard S. Venable, County Mayor

Sponsored By: Commissioner Sam Jones

Co-Sponsor(s): Commissioner Mark Vance, Mark Hutton, Andrew Cross

2021-03-28 COMMISSION ACTION: Approved 22 Yes, 1 Absent, 1 Present not voting



Item #11

Resolution No. 2021-03-28

Sponsor: Comm. Jones

Co Sponsor: Comm. Vance, Hutton, Cross

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

		Yes	No	Abstain	Absent	
Akard, III	David	1				
Blalock	Judy					*Present not voting
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				
Hutton	Mark	1				
Jones	Sam	1				
King	Dwight	1				
Leonard	Tony	1				
Locke	Hunter	1				
Morrell	Randy	1				
Pierce	Archie	1				
Stanley	Angie	1				
Starnes	Alicia	1				
Stidham	Gary	1				
Vance	Mark	1				
Woods	Doug	1				
VOTES		22	0	0	1	1 Present not voting
		Yes	No	Abstain	Absent	

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT
3411 HIGHWAY 126 – SUITE 201
BLOUNTVILLE, TN 37617-0569

KRISTINIA DAVIS, CPPB
PURCHASING AGENT

PHONE 423/323-6400
FAX 423/323-7249
kris.davis@sullivancountytn.gov

March 17, 2021

From: Kristinia Davis

Re: Status Update for Jail Construction Management Services, Resolution No. 2019-09-78, Amended

As per the Resolution a Request for Proposal (RFP) was advertised for Construction Management Services to Oversee the Sullivan County Jail Project.

Three (3) proposals were received from:

- J.A. Street/Thompson & Litton
- BurWil Construction Company
- Codell Construction

The proposals were submitted to an evaluation team made up of five (5) individuals to evaluate them independently based on the evaluation criteria and point values assigned in the RFP. Codell Construction was ranked the highest among the three, BurWil Construction was second and JA Street/Thompson & Litton was ranked third. After the evaluation committee conducted an interview with Codell Construction, they recommended moving forward with Codell for this project.

Each firm was able to submit their proposed compensation either as a lump sum cost or as a percentage of construction cost. Codell's cost was the lowest at \$746,076.00.

Codell Construction is based out of Winchester, Kentucky. They are a fourth-generation family-owned business that specializes in construction management. They have delivered CM services for more than 30 Detention Facilities including Jail Facilities like the one we are planning to construct along with more than 50 Judicial Centers and Courthouses, multiple Public Safety Facilities, and multiple County and Municipal Buildings. If awarded, they will relocate their Project Superintendent here until construction is completed and the project is closed out.

MOTION TO SUSPEND THE RULES

Comm. Sam Jones made a motion to suspend the rules and bring forth an Item for immediate introduction and adoption. This item is to enter into a contract with Codell, Inc. and appropriate seven hundred forty six thousand seventy six dollars (746, 076) to hire them as a construction manager for the jail project
2nd by Comm. George

		Yes	No	Abstain	Absent
Akard, III	David	1			
Blalock	Judy				*Present electronically but did not vote
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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia		1		
Stidham	Gary				1
Vance	Mark	1			
Woods	Doug	1			
VOTES		18	3	0	2
		Yes	No	Abstain	Absent

*Comm. Blalock present electronically but did not vote

Motion on Floor

Comm. Sam Jones made a motion to enter into a contract with Codell, Inc. and to appropriate up to Seven hundred forty six thousand seventy six dollars (746,076) to hire them as a construction manager for the jail project.

2nd by Comm. George, Comm. Akard

		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			
Hutton	Mark	1			
Jones	Sam	1			
King	Dwight	1			
Leonard	Tony	1			
Locke	Hunter	1			
Morrell	Randy	1			
Pierce	Archie	1			
Stanley	Angie	1			
Starnes	Alicia		1		
Stidham	Gary				1
Vance	Mark	1			
Woods	Doug	1			
	VOTES	18	3	0	3
		Yes	No	Abstain	Absent

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:
 Name: Sullivan County Tennessee
 Address: 3411 Highway 126, Suite 206
Blountville, Tennessee 37617
 Debt Issue Name: Sullivan County Sheriff's Department Vehicle Lease
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 133,275.30
 Premium/Discount: \$ _____

3. Interest Cost: 3.7900 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

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

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

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>Vehicles for the Sheriff's Department</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

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

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

9. Date:
 Dated Date: 11/18/2020 Issue/Closing Date: 11/23/2020

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$34,012.60	3.7900 %		\$	%
2022	\$31,865.32	3.7900 %		\$	%
2023	\$33,072.33	3.7900 %		\$	%
2024	\$34,325.05	3.7900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

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

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

11. Cost of Issuance and Professionals:

No costs or professionals

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

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

12. Recurring Costs:

No Recurring Costs

	AMOUNT <small>(Basis points/5)</small>	FIRM NAME <small>(If different from #11)</small>
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached _____

14. Continuing Disclosure Obligations:

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

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

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

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

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

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

16. Written Derivative Management Policy:

No derivative

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

Date of Letter of Compliance for derivative _____

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

17. Submission of Report:

To the Governing Body: on 03/18/2021 and presented at public meeting held on 03/18/2021

Copy to Director, Division of Local Govt Finance: on 03/18/2021 either by:

Mail to: _____ OR Email to: LGF@cot.tn.gov

Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400


18. Signature: Richard S. Venable

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Richard S. Venable</u>	<u>Leslie L. Bonner</u>
Title	<u>County Mayor</u>	<u>Assistant Director of Finance</u>
Firm	<u>County Mayor</u>	_____
Email	<u>rvenable@sullivancountyttn.gov</u>	<u>leslie.bonner@sullivancountyttn.gov</u>
Date	<u>03/18/2021</u>	<u>03/18/2021</u>

To Whom It May Concern

3-16-21⁰⁰⁰⁰⁸⁰

I Randy Rice hereby Resign As
Constable District 1

Randy Rice
 3-16-21

AND THEREUPON COUNTY COMMISSION ADJOURNED AT 9:00 P.M. UPON
MOTION MADE BY COMM. CRAWFORD TO MEET AGAIN IN REGULAR
SESSION ON APRIL 15, 2021.


RICHARD VENABLE

COMMISSION CHAIRMAN