

COUNTY COMMISSION-REGULAR SESSION

MARCH 16, 2023

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, MARCH 16, 2023, 6:00 P.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN AND 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 Larry Crawford gave the invocation. The pledge to the flag was led by Sheriff Jeff Cassidy.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

	MARK IRESON
DARLENE CALTON	SAMUEL "SAM" JONES
JOE CARR	DWIGHT KING
MICHAEL COLE	TONY LEONARD
LARRY CRAWFORD	MICHAEL HUNTER LOCKE
ANDREW CROSS	
JOYCE NEAL CROSSWHITE	JESSICA MEANS
JOHN GARDNER	ARCHIE PIERCE
HERSHEL GLOVER	MATT SLAGLE
CHERYL HARVEY	GARY STIDHAM
	ZANE VANOVER
DANIEL HORNE	TRAVIS WARD

21 PRESENT, 3 ABSENT

ABSENT AT ROLL CALL: AKARD, HAYES AND MCMURRAY  
AKARD AND MCMURRAY IN AT 6:10PM

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. Cole to approve the minutes of the Regular Session of the County Commission held on February 16, 2023. Said motion was approved by roll call vote. 23 Yes 1 Absent

SULLIVAN COUNTY  
Board of County Commissioners  
March 16, 2022  
6:00 p.m.  
Commission Room  
Sullivan County Courthouse

**AGENDA**

- ❖ Call to Order by Sheriff Jeff Cassidy
- ❖ Mayor/Chairman Richard Venable presiding.
- ❖ Invocation
- ❖ Pledge to the American Flag
- ❖ Roll Call by Teresa Jacobs, Sullivan County Clerk
- ❖ Guest Speakers, Proclamations, Recognitions & Presentation
  - 1) Recognition of 911 dispatchers in advance of National Public Safety Telecommunications Week (April 9-15, 2023)
  - 2) Proclamation of Children's Mental Health Awareness Day (May 5, 2023)
  - 3) Proclamation to recognize Miss Jenna Hare
  - 4) Proclamation recognizing Rhonda Chafin for 30 years of service to Second Harvest Food Bank of Northeast Tennessee
- ❖ Elections, Confirmations & Appointments
  - 1) Reappointment of Calvin Clifton to the Sullivan County Regional Planning Commission, term to expire January 2027
  - 2) Reappointment of Mary Rouse to the Sullivan County Planning Commission, term to expire January 2027
- ❖ Approval of Commission Minutes from Previous Meeting
- ❖ Approval of Notary Publics
- ❖ Public Comment
- ❖ Amendments to Zoning Plan
  - 1) Susan Ramsey
  - 2) Charles Bruce
  - 3) Zoning Text Amendments
- ❖ Consent Agenda

- ❖ Resolutions
- ❖ Other Business/ Announcements/ Non-Agenda Items
- ❖ Adjournment

# Agenda subject voting report

**367**

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

2 Roll Call by Teresa Jacobs, County Clerk  
Roll Call

**Description** Roll Call  
**Chairman** Venable, Richard

**Total vote result**  
**Voting start time** 6:02:11 PM  
**Voting stop time** 6:02:28 PM  
**Voting configuration** Roll Call - Attendances  
**Voting mode** Open  
**Vote result**

Present	21
Total Present	21
Total Seats	28
Absent	3

**Group voting result**

Group	Yes	Absent
No group	21	0
<b>Total result</b>	<b>21</b>	<b>0 3</b>

**Individual voting result**

Name	Yes	Absent
Akard, David ()		X
Calton, Darlene ()	X	
Carr, Joe ()	X	
Cole, Michael ()	X	
Crawford, Larry ()	X	
Cross, Andrew ()	X	
Crosswhite, Joyce ()	X	
Gardner, John ()	X	
Glover, Hershel ()	X	
Harvey, Cheryl ()	X	
Hayes, David ()		X
Horne, Daniel ()	X	
Ireson, Mark ()	X	
Jones, Sam ()	X	
King, Dwight ()	X	
Leonard, Tony ()	X	
Locke, Hunter ()	X	
McMurray, Joe ()		X
Means, Jessica ()	X	
Pierce, Archie ()	X	
Slagle, Matt ()	X	
Stidham, Gary ()	X	
Vanover, Zane ()	X	
Ward, Travis ()	X	

# PROCLAMATION

*Public Safety Telecommunications Week*  
*April 9 - 15, 2023*

**WHEREAS**, everyday telecommunicators serve the citizens of Sullivan County by responding to requests for emergency aid with professionalism, compassion, and commitment to the steadfast pursuit of their goal of saving lives and property; and

**WHEREAS**, the efforts and critical functions performed by telecommunicators to answer calls for help, gather essential information, and ensure that appropriate assistance is provided, is fundamental to the protection of life and preservation of property; and

**WHEREAS**, telecommunicators are the vital link between the citizen and police officers, firefighters, and paramedics dependent upon the quality and accuracy of information, monitoring of emergency activities, providing information to all parties concerned, and ensuring their safety; and

**WHEREAS**, the Association of Public-Safety Communications Officials, Inc. annually dedicates the second full week in April as National Public Safety Telecommunications Week to honor thousands of men and women who respond to crisis calls for help, dispatch emergency professionals and equipment to render life-saving assistance to the public; now therefore

**BE IT PROCLAIMED** BY THE BOARD OF COUNTY COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE, THAT:

We do hereby proclaim the week of April 09 – 15, 2023 as **PUBLIC SAFETY TELECOMMUNICATIONS WEEK** in Sullivan County, Tennessee and enlist the support of the citizens of Sullivan County in honoring these men and women for the role they play everyday in making our lives, homes, and towns safer.

**ADOPTED BY THE COUNTY LEGISLATIVE BODY**, in session duly assembled, on this, the 16<sup>th</sup> day of March 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 16th day of March 2023.



*Richard S. Venable*  
Richard S. Venable, Sullivan County Mayor

# PROCLAMATION

## *National Children's Mental Health Acceptance Day May 5, 2023*

**WHEREAS**, Addressing the complex mental health needs of children, youth, young adults, and families today is essential to the health of Sullivan County and

**WHEREAS**, Ensuring access to services that are family-driven, youth-guided, and culturally appropriate places upon our community a critical responsibility; and

**WHEREAS**, It is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

**WHEREAS**, TN Voices, through its unique approach, is effectively caring for the mental health needs of children, youth, young adults, and families in our community;

**NOW, THEREFORE, BE IT RESOLVED** that I, Mayor Richard Venable, Mayor of the County of Sullivan, do hereby proclaim **May 5, 2023 as Children's Mental Health Acceptance Day** in the County of Sullivan. This year's theme "See Me, Hear Me: Brighter Days Ahead" reminds us to stand united in a commitment to promoting acceptance of mental health needs and empowers us to strive to meet the mental health needs of every child, youth, young adult, and family in the County of Sullivan.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 16th day of March 2023.



*Richard S. Venable*  
Richard S. Venable, Sullivan County Mayor

## *Proclamation to Recognize Miss Jenna Hare*

**WHEREAS** Sullivan County Board of County Commissioners deems it a noteworthy occasion to honor an accomplished female athlete, Miss Jenna Hare, of Sullivan East High School; and

**WHEREAS** Miss Hare, as a current senior, will soon trade her Patriot red, white, and blues of Sullivan East High School for college colors as she chooses the next step in her education career; and

**WHEREAS** Miss Hare's inspirational story includes an amazing athletic slate while attaining a 4.4 Grade Point Average leading her to place Number 2 in her senior class; and

**WHEREAS** Miss Hare has brought the most career points to the team of Sullivan East girls' basketball benchmarked at 2,570; and

**WHEREAS** Miss Hare is now identified as the all-time leading scorer among Sullivan County Schools' male and female basketball players; and

**WHEREAS** Miss Hare has broken thirteen (13) basketball school records accompanied by these exceptional awards:

All-State two (2) times; Conference Player of the Year two (2) times; All Conference three (3) times; All Northeast Tennessee, First Team three (3) times; All District four (4) times; and All Region; and

**WHEREAS** Miss Hare has been recognized as District Tournament MVP; and

**WHEREAS** Miss Hare was recognized as 2022 Northeast Tennessee Female Athlete of the Year; and

**NOW, THEREFORE**, this Sullivan County Board of County Commissioners proudly recognizes the numerous elite awards and the astounding athletic abilities and crowning achievements of Miss Jenna Hare, while wishing her great success in her collegiate career.

**NOW, THEREFORE**, a copy of this proclamation properly signed, shall be sent by the Sullivan County Clerk to Tennessee representatives Scotty Campbell, John Crawford, Bud Hulsey, and, Tennessee State Senator Jon Lundberg serving in the Tennessee General Assembly, further allowing their responses to Miss Hare's hallmark achievements.

**NOW, THEREFORE,** Mayor Richard Venable joins this Sullivan County Board of County Commissioners in presenting this proclamation to Miss Jenna Hare of Sullivan East High School proclaimed and signed this 16<sup>th</sup> day of March 2023.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 16th day of March 2023.



*Richard S. Venable*

Richard S. Venable, Sullivan County Mayor

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Hershel Glover, Sullivan County Commissioner

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Dwight King, Sullivan County Commissioner



## *PROCLAMATION honoring Rhonda P. Chafin*

**A PROCLAMTION** honoring Rhonda P. Chafin for reaching the milestone of 30 years of outstanding service to Sullivan County and surrounding communities through her work at Hunger First of Northeast Tennessee

**WHEREAS**, Rhonda P. Chafin has for 30 years shown exemplary leadership in the effort to solve hunger in our region and for contributing to ending hunger on the local, regional, and national levels; and

**WHEREAS**, Chafin has served as the Executive Director of Second Harvest Food Bank of Northeast Tennessee since 1993, ever committed to the mission of the Food Bank "To feed the hungry in Northeast Tennessee by securing and distributing food and engaging our community in the fight to end hunger through regional partnerships, programs, and education."

**WHEREAS**, Over her thirty-year tenure, food distribution has increased from 1.6 million pounds in 1993 to over 13.3 million pounds in FY2022 closing the Hunger Gap in Northeast Tennessee, and SHFBNT distributed an annual high of 16.6 million pounds in FY2021 during COVID; and

**WHEREAS**, Chafin has developed the SHFBNT budget from \$300,000 to \$5 million, leading three successful capital campaigns for the Food Bank's relocation and expansion to meet the hunger needs of the region: 1) 1998 Capital campaign for relocation and growth from an approx. 1,000 square foot Food Bank to 16,000 sq. ft. in Gray, TN 2005 2) 11,000 sq. ft. expansion of the Gray facility 3) Relocation to a 112,000 sq. ft. facility in Kingsport, Tennessee. (The current facility) in 2013; and

**WHEREAS**, Chafin's Leadership of the Food Bank staff and Board of Directors has helped fulfill the organization's mission; and

**WHEREAS**, Second Harvest Food Bank of Northeast Tennessee is the primary food source for over 120 of the region's food pantries, soup kitchens, and other hunger outreach organizations; and, in addition, Food Bank programs distribute food into the community with programs such as Food for Kids, Fresh Produce Distributions, Mobile Food Pantries, Senior Grocery Programs, Summer Food Service Programs, and Veterans Serving Veterans (VSV) program; and

**WHEREAS**, Second Harvest Food Bank is a STRONG Accountable Care Community (ACC) partner connecting people to social services; and

**WHEREAS**, Chafin has provided local, regional, and national leadership for hunger relief, including service on/as: the Feeding America Central Region Association of Food Banks

chair from 2014 to 2019 and also served as treasurer from 2008 to 2012 and Vice Chair from 2012 to 2014; National Council for the Feeding America Food Bank Network and subcommittee for the contract task force, 2014 – 2019; the Feeding America Food Sourcing Advisory Committee for 2023; as a Hunger Action Month (HAM) Ambassador and has served on several committees and sub-committees; and

**WHEREAS**, In 2012, under Chafin's leadership, SHFBNT received the Feeding America National Food Bank Hunger's Hope Award for Food Bank Advocacy Program of the Year and SHFBNT was one of Feeding America's top four food banks of the year in 2020.

**THEREFORE BE IT RESOLVED**, as Mayor of Sullivan County and on behalf of the Sullivan County Commission, I Richard S. Venable declare March 17, 2023 to be Rhoda P. Chafin Day in Sullivan County and urge all citizens to celebrate Chafin's achievements as we thank her for 30 years of service and look forward to her continued leadership in service to helping end hunger in our county and region.

**IN WITNESS WHEREOF**, I have  
hereunto set my hand and caused the seal of  
Sullivan County, Tennessee to be affixed  
in Blountville on this 16th day of March  
2023.



*Richard S. Venable*

Richard S. Venable, Sullivan County Mayor



## *Sullivan County*

*Board of County Commissioners  
243<sup>rd</sup> Annual Session*

**IN RE: Sullivan County Regional Planning Commission  
Blountville, Tennessee**

### *Order Reappointing Board Member*

WHEREAS, pursuant to T.C.A. §13-4-101, as duly adopted by Sullivan County, Tennessee, the Sullivan County Mayor has authority to appoint members to the Sullivan County Regional Planning Commission; and

WHEREAS, Calvin Clifton of Blountville, Tennessee is qualified and willing to serve as a board member of the Sullivan County Regional Planning Commission.

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, in his capacity to reappoint members to the Sullivan County Regional Planning Commission that ~~Calvin Clifton, be appointed to serve on the Sullivan County Regional Planning Commission.~~ Term ends January 2027.

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 16th day of March 2023.

Teresa Jacobs, Sullivan County Clerk

**Commissioner Crawford made a motion to appoint Calvin Clifton as board member of Sullivan County Regional Planning Commission. Motion was seconded by Commissioner Calton. Motion was approved by a vote of 23 Yes, 1 Absent**

# Agenda subject voting report

375

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

8 Elections, Confirmations & Appointments

**Description** Reappointment of Calvin Clifton to the Sullivan County Regional Planning Commission, term to expire January 2027

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:38:04 PM  
**Voting stop time** 6:38:17 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			



## *Sullivan County*

*Board of County Commissioners  
243<sup>rd</sup> Annual Session*

**IN RE: Sullivan County Regional Planning Commission  
Blountville, Tennessee**

### *Order Reappointing Board Member*

WHEREAS, pursuant to T.C.A. §13-4-101, as duly adopted by Sullivan County, Tennessee, the Sullivan County Mayor has authority to appoint members to the Sullivan County Regional Planning Commission; and

WHEREAS, Dr. Mary Rouse of Blountville, Tennessee is qualified and willing to serve as a board member of the Sullivan County Regional Planning Commission.

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, in his capacity to reappoint members to the Sullivan County Regional Planning Commission that Dr. Mary Rouse, be appointed to serve on the Sullivan County Regional Planning Commission. Term ends January 2027.

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 16th day of March 2023.

Teresa Jacobs, Sullivan County Clerk

**Commissioner Cross made a motion to appoint Dr. Mary Rouse as board member of Sullivan County Regional Planning Commission. Motion was seconded by Commissioner Crawford. Motion was approved by a vote of 23 Yes, 1 Absent**

# Agenda subject voting report

377

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

9 Elections, Confirmations & Appointments

**Description** Reappointment of Mary Rouse to the Sullivan County Planning Commission, term to expire January 2027

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:38:55 PM

**Voting stop time** 6:39:27 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

## Agenda subject voting report

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

10 Approval of Commission Minutes from Previous Meeting

**Description** Approval of Commission Minutes from Previous Meeting**Chairman** Venable, Richard**Total vote result**

**Voting start time** 6:40:13 PM  
**Voting stop time** 6:40:28 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

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 16, 2023

PAULA F. ARNOLD	SHIRLEY ELAINE HONAKER
JASON ARTHUR	ANITA E. HOOKER
ANDREA K ASKEA	JOHN CHRISTOPHER HUDDLESTON
GARY ALMONY BAGNALL	GUSSIE DAWN HURD
ROBIN LEE BAINES	HEATHER JENKINS
KRISTI LYNN BALDERSON	ROBIN A KETRON
KEVIN RICHARD BEDDINGFIELD	BARBARA J LAMBERT
DEBORAH D BOGGS	BEVERLY JANE LANE
JADA BOLDEN	SHEILA KAY LONG
SARA JANE CARICO	WILLIAM DEREK MALCOLM
BROOKLYN IRESON CASTLE	AMY LOYD MARSHALL
KRISTINA WERNER CAUDILL	MARTHA A MOORE
MELINDA D CHAPMAN	RICHARD MOSLEY
ELIZABETH CLARK	LAUREN KAITLYN O'DELL
MITCHELL L. CLARK	PHILIP WESLEY PAINTER
ROBIN DANIELS	PENNY L PAVITT
TERESA J DARNELL	TRACEY PIERCE
MARY ELLA DISHNER	TONYA RALPH
ASHLEY DOUGHERTY	CYNTHIA P. RAMSEY
CASSIDY DUNBAR	RONALD L. RAMSEY
AMANDA EVERITT	PHILLIP READ
CATHERINE MARIE FELTY	THERESA ANN ROLLINS-FANNING
ANITA RUTH FIELDS	MATTHEW C SAULSBURY
TARA M. FRALEY	JACOB SIMAC
MIRANDA GARRISON-LEMMER	DANIELLE NICOLE TAYLOR
RONNIE WAYNE GORDON	JANICE R. TESTER
DAVID ALEXANDER GREGORY	MADISON VAUGHN
BETH GUY	GLENDIA T. VENABLE
FRANCES DIANA HAMBY	JENNY WALLACE
DAVIS HICKSON	WENDY M WHITE

PERSONAL SURETY  
 TRAVIS CLARK  
 ROBIN DANIELS  
 CNA WESTERN SURETY, \$10000  
 TIMOTHY E. SCOTT

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

22 YES, 1 ABSTAIN, 1 ABSENT



STATE OF TENNESSEE  
COUNTY OF SULLIVAN

APPROVAL OF NOTARY

SURETY BONDS

March 16, 2023

<b>Name of Notary</b>	<b>Personal Surety</b>	<b>Personal Surety</b>
<b>Wendy D. Boomershine</b>	<b>E. Lynn Dougherty</b>	<b>Timothy Hudson</b>

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

**22 YES, 1 ABSTAIN, 1 ABSENT**

# Agenda subject voting report

381

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

11 Approval of Notary Publics  
Approval of Notary Publics

**Description** Approval of Notary Publics

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:43:16 PM

**Voting stop time** 6:43:34 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	22
Abstain	1
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Abstain	Absent
No group	22	1	0
<b>Total result</b>	<b>22</b>	<b>1</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()		X		
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			



## Sullivan County Commission

March 16, 2023

CONSENT AGENDA

Item 5 Resolution No. 2023-03-05 (CONSENT)

Sponsors: King/Vanover

**RESOLUTION to amend budget by \$110,000 for the Solid Waste Department to purchase two trailers for transporting recyclables.**

Item 6 Resolution No. 2023-03-06 (CONSENT)

Sponsors: Stidham/Calton

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

Item 7 Resolution No. 2023-03-07 (CONSENT)

Sponsors: Calton/Gardner

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

Item 8 Resolution No. 2023-03-08 (CONSENT)

Sponsors: Calton/Crosswhite

**RESOLUTION to amend the Sullivan County Highway Budget by transferring from accounts with available funds to areas of appropriations where funds are most needed.**

Item 9 Resolution No. 2023-03-09 (CONSENT)

Sponsors: Vanover/Horne

**RESOLUTION to Submit the Tennessee Department of Health ELC Confinement Facilities application, Accept Funds and Appropriate Funds.**

Item 10 Resolution No. 2023-03-10 (CONSENT)

Sponsors: Hayes/Calton

**RESOLUTION TO APPROVE ROAD CLOSURE OF WYATT CEMETERY ROAD IN SULLIVAN COUNTY AND QUITCLAIM DEED TO GLENNA HILLIARD**

Item 11 Resolution No. 2023-03-11 (CONSENT)

Sponsors: Stidham/Crosswhite

**RESOLUTION PURSUANT TO T.C.A. §67-5-2404 TO FIX THE COMPENSATION OF THE SULLIVAN COUNTY DELINQUENT TAX ATTORNEY.**

Item 12 Resolution No. 2023-03-12 (CONSENT)  
Sponsors: Carr/Jones

**RESOLUTION TO AMEND THE SULLIVAN COUNTY ZONING RESOLUTION TO IMPOSE ONE-YEAR MORATORIUM ON REZONING OF REAL PROPERTIES ON OR WITHIN 1/2 MILE FROM THE CENTER OF THE SOUTH FORK OF THE HOLSTON RIVER, FROM BOONE DAM TO THE SOUTH HOLSTON DAM TO COVER THE ENTIRE SOUTH FORK OF THE HOLSTON WATERSHED, IN CONJUNCTION WITH STUDY, RECOMMENDATIONS AND ACTION BY THE SULLIVAN COUNTY PLANNING & CODES DEPARTMENT, THE SULLIVAN COUNTY REGIONAL PLANNING COMMISSION, AND THIS BODY.**

Item 13 Resolution No. 2023-03-13 (CONSENT)  
Sponsors: Crosswhite/Leonard

**RESOLUTION to enter and approve a contract between K-VA-T Food Stores, Inc. and the Sullivan County Clerk for lease of sidewalk space to place a kiosk on their premises to be used for vehicle registration renewals.**

# Agenda subject voting report

385

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

29 Consent Agenda

<b>Description</b>	Item 5	Resolution No. 2023-03-05 (CONSENT)
	Item 6	Resolution No. 2023-03-06 (CONSENT)
	Item 7	Resolution No. 2023-03-07 (CONSENT)
	Item 8	Resolution No. 2023-03-08 (CONSENT)
	Item 9	Resolution No. 2023-03-09 (CONSENT)
	Item 10	Resolution No. 2023-03-10 (CONSENT)
	Item 11	Resolution No. 2023-03-11 (CONSENT)
	Item 12	Resolution No. 2023-03-12 (CONSENT)
	Item 13	Resolution No. 2023-03-13 (CONSENT)

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 7:25:43 PM  
**Voting stop time** 7:25:58 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

Sullivan County  
 Board of County Commissioners  
 243<sup>rd</sup> Annual Session

**RESOLUTIONS**  
 March 16, 2023

**ZONING**

Item 1 Resolution No. 2023-03-01

**APPROVED**

Sponsors: Calton/ Gardner

RESOLUTION To Consider Amendment(s) To the Sullivan County Zoning Plan: Zoning Map Or The Zoning Resolution.

**OLD BUSINESS**

No old business

**NEW BUSINESS**

Item 2 Resolution No. 2023-03-02

**FAILED**

Sponsors: Harvey/Means

**A RESOLUTION TO TERMINATE SULLIVAN COUNTY'S LEASE AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY FOR THE PARCEL OF TVA-OWNED LAND KNOWN AS OBSERVATION KNOB PARK.**

Item 3 Resolution No. 2023-03-03

**APPROVED**

Sponsors: Carr/Means

RESOLUTION to amend the current FY 2022-2023 Jail Budget.

Item 4 Resolution No. 2023-03-04

**APPROVED**

Sponsors: Hayes/Pierce, all voting in affirmative

**RESOLUTION to amend the General Fund 2023 fiscal year budget up to \$150,000 to repair the building on Holston Mountain housing the 800 MHz System radio system.**

Item 5 Resolution No. 2023-03-05 (CONSENT)  
Sponsors: King/Vanover

**APPROVED**

**RESOLUTION to amend budget by \$110,000 for the Solid Waste Department to purchase two trailers for transporting recyclables.**

Item 6 Resolution No. 2023-03-06 (CONSENT)  
Sponsors: Stidham/Calton

**APPROVED**

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

Item 7 Resolution No. 2023-03-07 (CONSENT)  
Sponsors: Calton/Gardner

**APPROVED**

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

Item 8 Resolution No. 2023-03-08 (CONSENT)  
Sponsors: Calton/Crosswhite

**APPROVED**

**RESOLUTION to amend the Sullivan County Highway Budget by transferring from accounts with available funds to areas of appropriations where funds are most needed.**

Item 9 Resolution No. 2023-03-09 (CONSENT)  
Sponsors: Vanover/Horne

**APPROVED**

**RESOLUTION to Submit the Tennessee Department of Health ELC Confinement Facilities application, Accept Funds and Appropriate Funds.**

Item 10 Resolution No. 2023-03-10 (CONSENT)  
Sponsors: Hayes/Calton

**APPROVED**

**RESOLUTION TO APPROVE ROAD CLOSURE OF WYATT CEMETERY ROAD IN SULLIVAN COUNTY AND QUITCLAIM DEED TO GLENNA HILLIARD**

Item 11 Resolution No. 2023-03-11 (CONSENT)  
Sponsors: Stidham/Crosswhite

**APPROVED**

**RESOLUTION PURSUANT TO T.C.A. §67-5-2404 TO FIX THE COMPENSATION OF THE SULLIVAN COUNTY DELINQUENT TAX ATTORNEY.**

Item 12 Resolution No. 2023-03-12 (CONSENT)  
Sponsors: Carr/Jones

**APPROVED**

**RESOLUTION TO AMEND THE SULLIVAN COUNTY ZONING RESOLUTION TO IMPOSE ONE-YEAR MORATORIUM ON REZONING OF REAL PROPERTIES ON OR WITHIN 1/2 MILE FROM THE CENTER OF THE SOUTH FORK OF THE HOLSTON RIVER, FROM**



**BOONE DAM TO THE SOUTH HOLSTON DAM TO COVER THE ENTIRE SOUTH FORK OF THE HOLSTON WATERSHED, IN CONJUNCTION WITH STUDY, RECOMMENDATIONS AND ACTION BY THE SULLIVAN COUNTY PLANNING & CODES DEPARTMENT, THE SULLIVAN COUNTY REGIONAL PLANNING COMMISSION, AND THIS BODY.**

Item 13 Resolution No. 2023-03-13 (CONSENT)

**APPROVED**

Sponsors: Crosswhite/Leonard

**RESOLUTION to enter and approve a contract between K-VA-T Food Stores, Inc. and the Sullivan County Clerk for lease of sidewalk space to place a kiosk on their premises to be used for vehicle registration renewals.**

Item 14 Resolution No. 2023-03-14

**APPROVED**

Sponsors: Cross/Cole

**RESOLUTION to approve the grant funding provided by the Office of Criminal Justice Programs for the implementation of the Evidence-Based Jail Programming Project in the amount of \$1,000,000 over the next three fiscal years with no matching funds required. Also to approve the Sheriff's department to subcontract with the following agencies; Families Free, AllardConsulting, and Think Native, to provide Evidence-Based programming to its inmates through the project award of July 2022 to June 2025.**

Item 15 Resolution No. 2023-03-15

**APPROVED**

Sponsors: Stidham/Calton

**A RESOLUTION TO URGE SUPPORT FROM THE TENNESSEE GENERAL ASSEMBLY FOR SB 927 TO AMEND T.C.A 41-4-115**

Item 16 Resolution No. 2023-03-16

**APPROVED**

Sponsors: McMurray/

**RESOLUTION TO AMEND CHAPTER 349 OF THE PRIVATE ACTS OF 1947 (AS AMENDED) REGARDING THE ESTABLISHMENT, FUNCTIONING, JURISDICTION, ETC. OF GENERAL SESSIONS COURT OF SULLIVAN COUNTY.**

Item 17 Resolution No. 2023-03-17

**1<sup>ST</sup> READING**

Sponsors:

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE PROJECT NUMBER: 82956-3293-04 (STATE INDUSTRIAL SUPPORT FOR PROJECT SMOKY).**

## SULLIVAN COUNTY

Board of County Commissioners  
243<sup>rd</sup> Annual Session

Item 1  
Resolution No. 2023-03-01

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19<sup>th</sup> day of January 2023.

**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

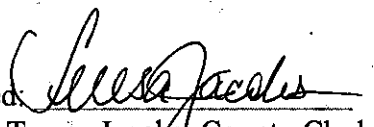
WHEREAS, such rezoning petition(s) and/or the proposed text amendment(s) will require an amendment to the SULLIVAN COUNTY ZONING PLAN – Zoning Map or Zoning Resolution.

**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 16th day of March, 2023.

Attested:

  
Teresa Jacobs, County Clerk

Approved:

  
Richard S. Venable, Mayor

**Introduced by: Commissioner Darlene Calton**  
**Seconded by: Commissioner John Gardner**

2023-03-01 ACTIONS: 03/16/23 Approved 23 Yes, 1 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

20 Zoning Resolution Item 1 Resolution No. 2023-03-01 Sponsors: Calton/ Gardner  
Vote

Description

RESOLUTION To Consider Amendment(s) To The Sullivan County Zoning Plan: Zoning Map Or The Zoning Resolution

Chairman

Venable, Richard

Total vote result

Voting start time 6:59:46 PM  
Voting stop time 7:00:01 PM  
Voting configuration Vote  
Voting mode Open  
Vote result

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

Group voting result

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

# Agenda subject voting report

391

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

21 Zoning 1

**Description** 1) Susan Ramsey

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 7:02:24 PM

**Voting stop time** 7:02:38 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

# Agenda subject voting report

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

22 Zoning 2

**Description** 2) Charles Bruce

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 7:04:19 PM  
**Voting stop time** 7:04:33 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

# Agenda subject voting report

393

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

23 Zoning 3

**Description** 3) Zoning Text Amendments

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 7:09:21 PM  
**Voting stop time** 7:09:38 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

***Sullivan County***  
***Board of County Commissioners***  
***243rd Annual Session***

Item 2  
Resolution No. 2023-03-2

A RESOLUTION TO TERMINATE SULLIVAN COUNTY'S LEASE AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY FOR THE PARCLE OF TVA-OWNED LAND KNOWN AS OBSERVATION KNOB PARK.

WHEREAS, Sullivan County Tennessee has leased TVA land on South Holston Lake, known as and operated by the county as Observation Knob Park, for nearly 50 years; and

WHEREAS, that lease is set to expire in July of 2025; and

WHEREAS, in recent months Sullivan County commissioners have been made aware of significant infrastructure problems in the park, which is estimated to cost the County up to \$500,000 for repairs and electrical upgrades, in order to mitigate safety risks to camper / camper guests and to provide electrical service suitable for today's typical 50 AMP motor homes and travel trailers (recreational vehicles); and

WHEREAS, multiple maintenance issues within the park create potentially significant liability (including negligence, if left unfinished); and

WHEREAS, changes implemented for the upcoming operating season of Observation Knob Park included an order to all park tenants to vacate the property by March 15, resulting in the first time in many years that the park has been clear of residents; and

WHEREAS, a lottery to assign 88 seasonal sites at the park for the 2023 season is to be held on or about April 1; and

WHEREAS, signing up for that lottery is to begin March 20 and by TVA guidelines must be advertised in advance of that date, which is only four days after the Sullivan County Commission's regular monthly meeting on March 16, 2023; and

WHEREAS, the Sullivan County Commission's Administrative Committee voted March 7, 2023 to recommend removing Observation Knob Park from the county's fiscal year 2023-2024 budget; and

NOW, THEREFORE BE IT RESOLVED the Sullivan County Commission requests to terminate the county's lease with TVA for the land on South Holston Lake, known as Observation Knob Park effective April 1, 2023, and to place the remaining fiscal year's funding into the General Operating Fund, with the exception of refunding campers who paid winter storage fees for three months in 2023 (January, February, and March) and to pay for expenses to physically close the park per TVA requirements.

FURTHER BE IT RESOLED that any EXISTING contracts between businesses and Park management (which are set to occur between April 1, 2023 and July 1, 2023) should reviewed with TVA for utilization of the boat ramp and parking.

FURTHER BE IT RESOLVED that TVA Government Relations and Recreation have been contacted and the decision is currently pending to determine if there will be any financial penalty owed to TVA for early termination of the lease, with account numbers to be assigned by the County Finance Director.

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attested: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Teresa Jacobs, County Clerk Richard S. Venable, County Mayor

Sponsored by: Commissioner Cheryl Harvey

Co-Sponsors: Commissioner Jessica Means; Commissioner Matt Slagle; Commissioner Zane Vanover; Commissioner Hershel Glover; Commissioner Joe Carr; Commissioner Joe McMurray; Commissioner Dwight King; Commissioner Daniel Horne; Commissioner Travis Ward; Commissioner Archie Pierce; Commissioner Tony Leonard; Commissioner Michael Cole

2023-03-02 ACTIONS: 03/16/23 1<sup>st</sup> Reading

**At the conclusion of the agenda, Commissioner Harvey who is the Sponsor of the Ob Knob resolution, (Item #2) made a motion to bring the resolution back up on the floor for vote on 1<sup>st</sup> Reading. Roll call vote was taken and the motion failed. 10 Yes, 13 No, 1 Absent**



# Agenda subject voting report

396

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

Pass item number 2 on first reading

**Description**

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 8:34:26 PM  
**Voting stop time** 8:35:05 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	10
Abstain	0
No	13
Total Present	23
Absent	1

**Group voting result**

Group	Yes	No	Absent
No group	10	13	0
<b>Total result</b>	<b>10</b>	<b>13</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()			X	
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()			X	
Gardner, John ()			X	
Glover, Hershel ()	X			
Harvey, Cheryl ()			X	
Hayes, David ()				X
Horne, Daniel ()			X	
Ireson, Mark ()			X	
Jones, Sam ()			X	
King, Dwight ()	X			
Leonard, Tony ()			X	
Locke, Hunter ()			X	
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()			X	
Slagle, Matt ()			X	
Stidham, Gary ()			X	
Vanover, Zane ()	X			
Ward, Travis ()			X	

This resolution terminates Sullivan County's lease Agreement with the Tennessee Valley Authority for Observation Knob Park.

After this resolution was introduced to the Commission at the Work Session last week, it was brought to our attention that a contract existed between Sullivan County and the Intermont Utility District, effective 1997 to 2037, which impacts Observation Knob Park. This contract was created to fund improvements to the Intermont Utility District by providing new water lines to residents in the Painters Creek area, including a proposed new subdivision called Lake View Estates. Developer Par Ventures and Sullivan County agreed in 1998 to underwrite the loan for Intermont by agreeing to purchase a minimum amount of water a month (150,000 gallons), thereby guaranteeing Intermont's ability to meet its debt requirements.

The price of the County's share initially was \$1,725 per month for debt retirement for Intermont. This charge went to Observation Knob Park every month, despite the fact that the Park was closed five months of the year and required very little if any water during these five months. In addition, the contract stipulated that in the months where water usage exceeded the 150,000 gallon minimum, Sullivan County would be expected to pay ADDITIONAL charges for every thousand gallons used over the required minimum. This was a pretty sweet deal for Intermont, especially given that the minimum water guarantee was to extend for 40 years....or....even BEYOND 40 years if the debt was not paid off by 2037. It is absurd that no one from Sullivan County who entered into this Agreement 26 years ago did not recognize that a 40-year obligation for Observation Knob Park (to 2037) was actually 12 years beyond Sullivan County's lease Agreement with TVA, which as we know, is scheduled to terminate in 2025.

I am not a lawyer, but there are several issues pertaining to this Agreement and the management of Observation Knob Park, which are highly suspect and need to be exposed and challenged for the benefit of Sullivan County taxpayers.

First, according to the terms of the Agreement, Observation Knob Park was included in the Project to obtain financing for a portion of the costs of constructing water lines in this area. The Agreement established an extension of the contract beyond 40 years if the project was not paid for. However, according to the President of Intermont, this project has already been paid for.

Additionally, Sullivan County paid \$80,000 up front in 1998 to extend a 6-inch water line to the entrance of Observation Knob Park. Per Section 2.3 of the Agreement, Sullivan County was to be reimbursed for this investment if Intermont was successful in obtaining a grant for the project. According to the 1998 document, Intermont Water District received a \$200,000 grant. So, one of the questions we need answered is: Was Sullivan County reimbursed for any portion of this \$80,000 investment, as promised? If so, where is the documentation showing exactly how and when this reimbursement occurred?

Given the INTENT of this Agreement, which was to facilitate funding for this water improvement project, why is Sullivan County still on the hook to pay a minimum water usage fee which has increased from \$1725 per month to just under \$4,000 per month. This is a 135 % increase.

Also, regarding these proposed, increased rates, there is a clause in the contract that states (and I quote): "The District shall hold a public hearing on the proposed Monthly User Charges and each Customer shall be afforded the opportunity of inquiry and suggestion." Question: Was Sullivan County notified of these public hearings each and every time that a rate hike was adopted by Intermont. Specifically, there was a whopping 25% increase in the water rate last year. I was informed that every customer who was notified had responded to this rate increase notice, EXCEPT Sullivan County. WHY was this ignored? Ultimately, it is the Sullivan County taxpayers who bear the cost of these increased charges. Who is the Gatekeeper here? Sadly, it is apparent that no one, including the new professional management at Observation Knob Park, has sounded any alarm regarding these increasingly expensive water prices.

In reviewing the Audit History for water usage at Observation Knob Park for the past 19 years (I was only able to get the records back to 2004), Sullivan County has paid well over \$600,000 for water to Observation Knob Park.

In fact, under the current Park's professional management, Sullivan County paid a whopping \$36,208 for only 4 months of water into Observation Knob Park from the period of mid-May of 2022 to late August, 2022. When I questioned how this substantial increase occurred, I was told that the meter person informed the Park management that the meter was spinning and there was likely a water break somewhere in the campsite water lines.

Here are the facts regarding annual water charges for Observation Knob Park:

In the FIVE years from 2004 to 2009, annual rates increased from \$16,300 to \$24,300. This represented a 49% increase.

Over the next NINE years, from 2010 to 2019, annual rates increased from \$24,300 to \$37,200. This represented a 53% increase.

Then, in most recent THREE years, from 2020 – 2022, annual rates increased from \$37,200 to \$64,700. This represents a 74% increase in only three years.

Additionally, in regard to the contract with Intermont, Sullivan County has paid for 6,755,000 gallons of water ABOVE what they ACTUALLY used, which based on the current minimum rate of \$29.77 for 1,000 gallons, places the value that Sullivan County has overpaid at more than \$200,000.

No one would argue that Intermont supplying water to 600 homes in the Painters Creek area is a positive outcome and has benefitted Sullivan County's tax base with additional homes and has improved the lives of many Sullivan County residents. However, there should be some way for attorneys to disconnect the County's obligations for this project and the continued need to support the citizens in this District from the burdensome and increasingly unbalanced financial obligations connected to Observation Knob Park via a contract that has clearly outlived and outperformed the original intent of the Agreement.

The details associated with this Agreement should be turned over to the appropriate attorneys representing both Sullivan County and Intermont Utility District, in order to negotiate a fair payment which will protect the water services for citizens in the Painters Creek area, but relinquish the requirement to pay a minimum water usage rate for Observation Knob Park. In addition, assuming Sullivan County terminates the TVA lease before 2025 and another entity contracts with TVA to lease Observation Knob Park, then attorneys for Sullivan County and Intermont Utility District should establish a credit amount to Sullivan County relative to the negotiated price agreed to be paid to Intermont by the new lessee.

There have been numerous issues identified in this Agreement which should be challenged and many questions identified which hopefully will provide significant leverage for Sullivan County to update this Agreement with Intermont.

So, the question remains:

Does Sullivan County want to stay in the campground business, given the multiple maintenance and liability risks associated with doing so.

Regarding the question as to whether the \$500,000 estimate needed to repair and upgrade the multiple water and electrical problems is accurate, I can tell you that I checked with a professional electrician, who estimated the cost to convert all of the campsites from 30 AMP to 50 AMP could run anywhere from \$250,000 to \$400,00 depending on the size of the campground.

Of course, this figure doesn't even touch the cost of repairs / renovations needed at the bath houses, nor the cost of re-graveling the entire campsite.

But, clearly, the most important issue we face by re-opening this campsite is SAFETY. We've talked a lot about money here, but when it comes to a life, there really isn't any money figure that we can attach to that, whether an injury or a death. There are so many potential liabilities in this park. Why in the world do we want to subject our County to these multiple liability risks with the expectation of only breaking even financially...or at best, making a small profit which we now know would need to be rolled into an ongoing maintenance budget, including an \$18,000 cost needed to be spent immediately to correct the FAILED electrical inspection for only a portion of the campsite.

And what about the potential liability from trees falling on the campsites? No one has ever mentioned this; however, I recently received a note regarding damage to a camper's property from a fallen tree limb in the park.

As I have stated before, Sullivan County has dodged many bullets at Observation Knob Park due to kicking the can down the road relative to significant maintenance issues and ignoring / not managing a contractual Agreement, which has significantly disadvantaged the viability of the campground making a profit.

Had a private entity leased / managed Observation Knob Park in the same manner that Sullivan County has done so for the past decade, they would be certainly have gone bankrupt.....and no one would be trying to JUSTIFY sinking more money into this relentless money pit.

I hope that my fellow Commissioners will be courageous and terminate Sullivan County's lease with TVA (noting that we have received confirmation from TVA that there will be no penalty associated with an early termination date) and thereby stop future funding.

It is our choice at this moment in time to either remain in the campground business and consequently assume the ongoing safety risks and potential liabilities ....or terminate the lease with TVA and turn the contractual issues over to the appropriate attorneys to help us negotiate a reasonable exit strategy.

**I RECOMMEND THAT THIS RESOLUTION BE PLACED ON FIRST READING**

*SULLIVAN COUNTY  
Board of County Commissioners  
243<sup>rd</sup> Annual Session*

Item-3  
Resolution No. 2023-03-03

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March 2023.

RESOLUTION to amend the current FY 2022-2023 Jail Budget.

**WHEREAS**, the sheriff's department budget has excess debt service funds, 54110.600, in the amount of \$72,387 available this fiscal year to transfer to the Jail budget to offset uncontrollable costs that have been incurred directly related to the excessive number of inmates incarcerated in this facility, as well as the increase in cost of goods/services, in the current fiscal year in the 54210.400 account for Food, Produce, Bakery, Utilities, and other Operational costs; and

**WHEREAS**, the jail budget has uncontrollable costs that have been incurred directly related to the excessive number of inmates incarcerated in this facility, as well as the increase in cost of goods/services, in the current fiscal year in the 54210.300 account in the amount of \$345,605 for Maintenance & Repairs to the Jail Building, Facility, and Equipment, as well as Indigent Care Medical Costs & Svcs and Pharmaceutical Drugs (Independent Health Svcs) that will be requested from General Fund—Fund Balance; and

**WHEREAS**, the jail budget has uncontrollable costs that have been incurred directly related to the excessive number of inmates incarcerated in this facility in the current fiscal year in the 54210.400 account in the amount of \$568,868 for Food, Milk, Produce, Bakery, and Utilities (Electricity, Natural Gas, Water) and other Operational costs such as Fuel costs for transporting inmates, and Inmate clothing items that will be requested from General Fund—Fund Balance; and

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby amend the FY 2022-2023 Sheriffs budget to transfer \$72,387.81 of excess debt service funds from account 54110.600 to the Jail budget 54210.400 Account.

**FURTHER BE IT RESOLVED**, to amend the FY 2022-2023 Jail Budget by appropriating an additional \$345,605 to the 54210.300 account and an additional \$568,868 to the 54210.400 account totaling a requested increase of \$914,473 with the funding source for the increases coming from General Fund—Fund Balance.

*WAIVER OF RULES REQUESTED*

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest: \_\_\_\_\_ Approve: \_\_\_\_\_  
Teresa Jacobs, County Clerk Richard S. Venable, County Mayor

Sponsored by: ~~Commissioner Joe Carr~~  
Prime Co-Sponsor(s): ~~Commissioner Archie Pierce, Commissioner Hunter Locke, Commissioner Cheryl Harvey, Commissioner Joe McMurray~~

~~2023-03-03~~ ACTION:



Sullivan County, Tennessee  
Board of County Commissioners  
243<sup>rd</sup> Annual Session

Item 3  
RESOLUTION No. 2023-03-03

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March 2023.

**RESOLUTION to amend the current FY 2022-2023 Jail Budget,**

WHEREAS, the sheriff's department budget has excess debt service funds, 54110.600, in the amount of \$72,387 available this fiscal year to transfer to the Jail budget to offset uncontrollable costs that have been incurred directly related to the excessive number of inmates incarcerated in this facility, as well as the increase in cost of goods/services, in the current fiscal year in the 54210.400 account for Food, Produce, Bakery, Utilities, and other Operational costs.

WHEREAS, uncontrollable costs have been incurred directly related to the excessive number of inmates incarcerated in the facility, as well as the increase in cost of goods/services, in the current fiscal year in the 54210.300 account in the amount of \$345,605 for Maintenance & Repairs to the Jail Building (i.e., Floors, Drains, Walls, Fire Alarms, Sprinklers), Facility (i.e., Ceilings, Doors, Lights, Windows), and Equipment (i.e., Generators, Kitchen Eqpt, Elevator), as well as Indigent Care Medical Costs & Services and Pharmaceutical Drugs (Independent Health Services); and

WHEREAS, uncontrollable costs have been incurred directly related to the excessive number of inmates incarcerated in this facility in the current fiscal year in the 54210.400 account in the amount of \$568,868 for Food, Milk, Produce, Bakery, and Utilities (Electricity, Natural Gas, Water) and other Operational costs such as Fuel costs for transporting inmates, and Inmate clothing items; and

WHEREAS, due to the management of the payroll the Sheriff is recommending a transfer of amounts from the Sheriff's Payroll (\$225,000) and Jail Payroll account (\$250,000) instead of fund balance from the General Fund to make up a significant portion of the shortfalls.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby amend the FY 2022-2023 Sheriffs budget to transfer \$72,387.81 of excess debt service funds from account 54110.600 to the Jail budget 54210. 400 Account.**

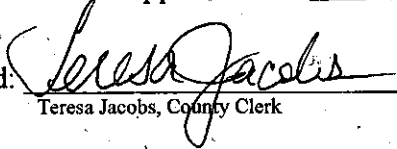
**Be it further resolved that to amend the FY 2022-2023 Jail's Budget by appropriating an additional \$345,605 to the 54210,300 account and an additional \$568,868 to the 54210.400 account with the funding source for the increases coming from the personnel accounts of the Sheriff and Jail totaling \$475,000 and the remainder from the General Fund's Fund Balance**

**Account in the amount of \$439,473. (Account codes to be assigned by the Finance Department)**

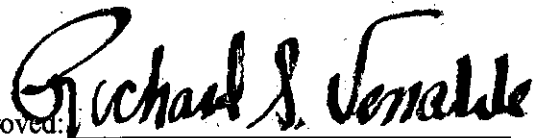
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of March, 2023.

Attested:

  
Teresa Jacobs, County Clerk

Approved:

  
Richard S. Venable, County Mayor

**Sponsored by: Commissioner Joe Carr**

**Prime Co-Sponsor(s): Commissioners Jessica Means, Archie Pierce, David Hayes, Cheryl Harvey, Hunter Locke, Joseph McMurray, Mark Ireson**

2023-03-03 ACTIONS: 03/16/23 Approved on Waiver of Rules 22 Yes, 1 No, 1 Absent

# Agenda subject voting report

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

39 NEW BUSINESS Item 3 Resolution No. 2023-03-03 Sponsors: Carr/Means

**Description** RESOLUTION to amend the current FY 2022-2023 Jail Budget.

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 8:08:59 PM  
**Voting stop time** 8:09:36 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	22
Abstain	0
No	1
Total Present	23
Absent	1

**Group voting result**

Group	Yes	No	Absent
No group	22	1	0
<b>Total result</b>	<b>22</b>	<b>1</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()			X	
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*

Item 4  
 Resolution No. 2023-03-04

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March 2023.

**RESOLUTION to amend the General Fund 2023 fiscal year budget up to \$150,000 to repair the building on Holston Mountain housing the 800 MHz System radio system.**

*WHEREAS* the Sullivan County 800 MHz system has a tower and a building on Holston Mountain housing equipment for the NOAA weather system as well as the radio system that transmits for most of Sullivan County; and,

*WHEREAS* the building needs significant repairs to stop the leaks from the roof as well as the weatherize the block exterior walls.; and,

*WHEREAS* this facility provides radio transmission for the Sheriff, Highway, Fire for most of Sullivan County; and,

*WHEREAS* for those unfamiliar with the location it takes approximately one and a half hours to travel from Blountville up a very steep side of the mountain from Elizabethton; and,

*WHEREAS* it was noted by the Committee that the county would not be funding a Rescue Truck for the 2023-2024 fiscal year which could be used instead to offset this cost.

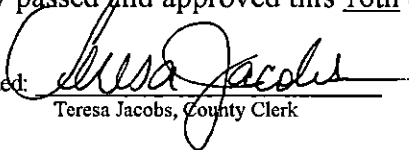
**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular Session, hereby approve amending the 2023 fiscal year budget up to \$150,000 to cover the cost of repairs to safeguard the equipment housed in the facility. Account codes to be assigned by the Finance Director'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.

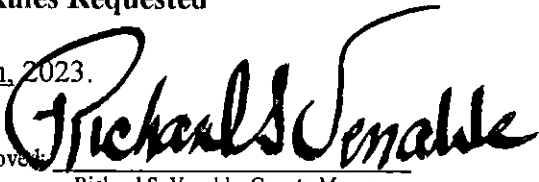
**Waiver of the Rules Requested**

Duly passed and approved this 16th day of March, 2023.

Attested:

  
 Teresa Jacobs, County Clerk

Approved:

  
 Richard S. Venable, County Mayor

**Sponsored by: Commissioners David Hayes**

**Prime Co-Sponsor(s): Commissioner Archie Pierce, Hershel Glover, Hunter Locke, Joe McMurray, Cheryl Harvey, Jessica Means, Joe Carr**

2023-03-04 COMMISSION ACTION: 03/16/23 Approved on Waiver of Rules 23 Yes, 1 Absent

# Agenda subject voting report

409

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

40 NEW BUSINESS Item 4 Resolution No. 2023-03-04 Sponsors: Hayes/Pierce, all voting in affirmative

**Description** RESOLUTION to amend the General Fund 2023 fiscal year budget up to \$150,000 to repair the building on Holston Mountain housing the 800 MHz System radio system.

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 8:11:40 PM

**Voting stop time** 8:11:58 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	23	0

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

**Sullivan County**  
**Board of County Commissioners**  
**243<sup>rd</sup> Annual Session**

Item 5  
 Resolution No. 2023-03-05

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March 2023.

**RESOLUTION to amend budget by \$110,000 for the Solid Waste Department to purchase two trailers for transporting recyclables.**

**WHEREAS** currently the Solid Waste Department is in need of two trailers to transport recyclables since one recently broke down under a heavy load and others are old and not very dependable: and,


**WHEREAS** based upon discussion with several local major business regarding recyclable in the upcoming months the solid waste department needs to have more dependable equipment to meet future needs.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular session, hereby amend the Solid Waste Fund budget by \$110,000 to purchase 2 new trailers, funding to come from the Fund Balance of the Solid Waste Fund.


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

Duly passed and approved this 16th day of March, 2023.

Attested:

  
 Teresa Jacobs, County Clerk

Approved:

  
 Richard S. Venable, County Mayor

**Sponsored by: Commissioner Dwight King**

**Prime Co-Sponsor(s): Commissioner Zane Vanover, Commissioner Hershel Glover**

2023-03-05 ACTION: 03/16/23 Approved on Consent 23 Yes, 1 Absent

**SULLIVAN COUNTY**  
**Board of County Commissioners**  
**243<sup>rd</sup> Annual Session**

Item 6  
Resolution No. 2023-03-06

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March 2023.

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

WHEREAS, Sullivan County acquired real property through a delinquent property tax proceeding; and

WHEREAS, the current amount owed against the property is \$ 2,654.65 for the parcel; and

WHEREAS, a bid in the amount of \$500.00 has been received from Luke Hare on the parcel of land located in the 17th Civil District identified as 550 Oakwood Street Tax Map 021J Group K Parcel 006.00; and

WHEREAS, in accordance with T.C.A. §67-5-2507 a legal notice has been published in a newspaper of general circulation in Sullivan County advising the public of such bid and potential sale of land; and

WHEREAS, during the ten-day period after publication, the Office of the County Mayor received no raised bids on such property; and

WHEREAS, the Sullivan County Delinquent Tax Committee has reviewed the delinquency period, location, condition, and value of the property and took into consideration the bid placed upon the property; and the Committee has recommended that the County accept the bid;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of property located in the 17th Civil District identified as 550 Oakwood Street Tax Map 021J Group K Parcel 006.00 to Luke Hare for \$500.00 for the parcel in accordance with T.C.A. §67-5-2507.**

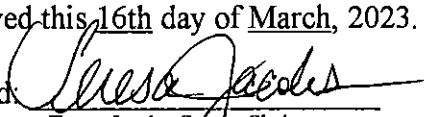
**BE IT FURTHER RESOLVED that a provision of the sale be that the buyer agrees to bring the property into compliance with the Sullivan County Property Maintenance Code within one year of receiving the deed for this property.**



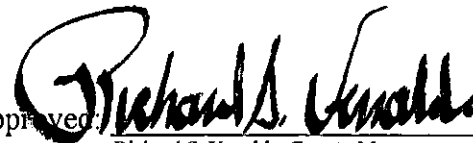
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 16th day of March, 2023.

Attested:

  
\_\_\_\_\_  
Teresa Jacobs, County Clerk

Approved:

  
\_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored By: Gary Stidham**  
**Prime Co-Sponsor(s): Darlene Calton**

**2023-03-06 ACTIONS:** 03/16/23 Approved on Consent 23 Yes, 1 Absent

**SULLIVAN COUNTY**  
**Board of County Commissioners**  
**243<sup>rd</sup> Annual Session**

Item 7  
Resolution No. 2023-03-07

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March 2023.

**RESOLUTION To Sell County Owned Delinquent Tax Property in the 17th Civil District**

WHEREAS, Sullivan County acquired real property through a delinquent property tax proceeding; and

WHEREAS, the current amount owed against the property is \$ 2,521.67 for the parcel; and

WHEREAS, a bid in the amount of \$500.00 has been received from Luke Hare on the parcel of land located in the 17th Civil District identified as 544 Oakwood Street Tax Map 021J Group K Parcel 005.00; and

WHEREAS, in accordance with T.C.A. §67-5-2507 a legal notice has been published in a newspaper of general circulation in Sullivan County advising the public of such bid and potential sale of land; and

WHEREAS, during the ten-day period after publication, the Office of the County Mayor received no raised bids on such property; and

WHEREAS, the Sullivan County Delinquent Tax Committee has reviewed the delinquency period, location, condition, and value of the property and took into consideration the bid placed upon the property; and the Committee has recommended that the County accept the bid;


**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of property located in the 17th Civil District identified as 544 Oakwood Street Tax Map 021J Group K Parcel 005.00 to Luke Hare for \$500.00 for the parcel 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.**

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 16th day of March, 2023.

Attested:

  
Teresa Jacobs, County Clerk

Approved:

  
Richard S. Venable, County Mayor

**Sponsored By: Darlene Calton**  
**Prime Co-Sponsor(s): John Gardner**

2023-03-07 **ACTIONS:** 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County*  
*Board of County Commissioners*  
*243rd Annual Session*

Item 8  
 Resolution No. 2023-03-08

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March 2023.

**RESOLUTION to amend the Sullivan County Highway Budget by transferring from accounts with available funds to areas of appropriations where funds are most needed.**

WHEREAS the operations of the current fiscal year allow for the reallocation of funds within the 2023 FY budget to cover this unanticipated increase in cost of fuel (\$60,000) and Parts (\$40,000)

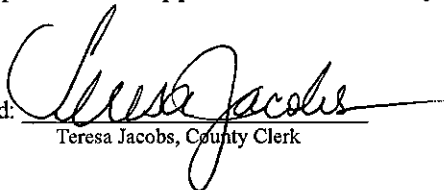
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular session, hereby amend the Highway Fund appropriations as follows:

<b>FROM:</b>		
62000.400	Highway and Bridges -Supplies and Materials	\$100,000
<b>TO:</b>		
63100.400	Operations and Maintenance - Supplies and Materials	\$100,000

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

Duly passed and approved this 16th day of March, 2023.

Attested:

  
 Teresa Jacobs, County Clerk

Approved:

  
 Richard S. Venable, County Mayor

**Sponsored by: Commissioner Darlene Calton**  
**Prime Co-Sponsor(s): Commissioner Joyce Crosswhite**

2023-03-08 ACTION: 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*

Item 9  
 Resolution No. 2023-03-09

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March 2023.

**RESOLUTION to Submit the Tennessee Department of Health ELC Confinement Facilities application, Accept Funds and Appropriate Funds.**

WHEREAS, the Tennessee Department of Health has grant funding available for the mitigation of COVID-19 within correctional facilities, specifically to purchase equipment that will help lessen the spread of the COVID-19 virus; and

WHEREAS, the Tennessee Department of Health ELC Confinement Facilities grant is in the amount of \$135,000.00 and no matching funds required.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Mayor to execute and submit the Tennessee Department of Health ELC Confinement Facilities Grant in the amount of \$135,000.00 and approve the funds to be used as required for COVID-19 mitigation purposes by the Sullivan County Sheriff's Office.

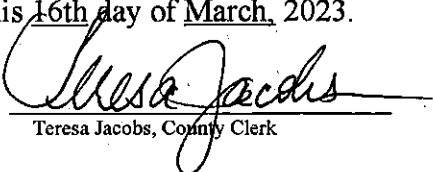
BE IT FURTHER RESOLVED that upon approval of said grant application, Sullivan County is hereby authorized to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$135,000.00), as required by the grant contract. The revenue and expenditure account codes for the grant are to be established by the Accounts and Budgets Department.

*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 16th day of March, 2023.

Attest:

  
 Teresa Jacobs, County Clerk

Approved:

  
 Richard S. Venable, County Mayor

**Sponsored By: Zane Vanover**

**Co-Sponsor(s): Daniel Horne**

2023-03-09 ACTIONS: 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*

Item 10  
 Resolution No. 2023-03-10

To the Honorable Richard Venable, County Executive and the Board of County Commissioners meeting in Regular Session on this 16th day of March, 2023.

**RESOLUTION TO APPROVE ROAD CLOSURE OF WYATT CEMETERY ROAD IN SULLIVAN COUNTY AND QUITCLAIM DEED TO GLENNA HILLIARD**

WHEREAS, this request was heard by the Sullivan County Planning Commission during their regular meeting held on December 18, 2022, wherein a favorable recommendation was granted for such request; and

WHEREAS, this request has been reviewed by the Sullivan County Highway Department, wherein a favorable recommendation was granted for such request; and

WHEREAS, the cemetery located on Wyatt Cemetery Road is a family cemetery not a commercial cemetery; and

WHEREAS, this road shall continue to serve as public access to the cemetery located on Wyatt Cemetery Road; and

WHEREAS, Wyatt Cemetery Road will no longer be maintained by Sullivan County Highway Department; and

WHEREAS, the location of the proposed road closure is more clearly defined in the survey (attached) and legal description prepared by Sullivan County Surveyor, James Montgomery (attached).

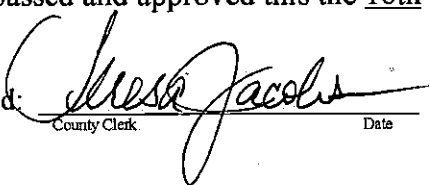
**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby closes Wyatt Cemetery Road as a County Road and abandons all interest it has in Wyatt Cemetery Road, as illustrated on the attached survey, and authorizes the County Attorney to draft the appropriate quitclaim deed to the applicant Glenna Hilliard.

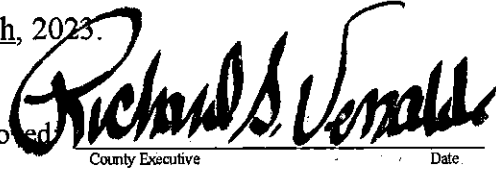
**NOW, THEREFORE BE IT FURTHER RESOLVED** that the Board of County Commissioners authorizes the mayor to sign a quitclaim deed to Glenna Hilliard as part of the proposed road closure, with the description of the property as set forth in the attached description prepared by James Montgomery.

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. Conveyed to be as set forth in the attached description prepared by James Montgomery.

CONTINUED

Duly passed and approved this the 16th day of March, 2023.

Attested:   
County Clerk. Date

Approved:   
County Executive Date

**Sponsored by: Commissioner David Hayes**  
**Seconded By Commissioner(s): Darlene Calton**

2023-03-10 ACTIONS: 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County*  
*Board of County Commissioners*  
*243rd Annual Session*

Item 11  
 Resolution No. 2023-03-11

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March 2023.

**RESOLUTION PURSUANT TO T.C.A. §67-5-2404 TO FIX THE COMPENSATION OF THE SULLIVAN COUNTY DELINQUENT TAX ATTORNEY.**

**WHEREAS**, pursuant to T.C.A. §67-5-2404, Angela Taylor, Sullivan County Trustee, with the approval of the Mayor for Sullivan County, has appointed as the Delinquent Tax Attorney for Sullivan County; and

**WHEREAS**, pursuant to T.C.A. §67-5-2404 the County Commission for Sullivan County must confirm the terms of compensation for such Delinquent Tax Attorney as negotiated by the Sullivan County Trustee; and

**WHEREAS**, the terms of compensation negotiated and agreed upon by the Sullivan County Trustee and Stephanie Epperson, Attorney at Law, are as follows:

Stephanie Epperson, Attorney at Law, will begin her service as the Delinquent Tax Attorney for Sullivan County as of February 1, 2023.

Stephanie Epperson, Attorney at Law, will receive as compensation for her work as the Delinquent Tax Attorney ten percent (10%) of all delinquent taxes paid, whether by voluntary payment or by judicial sale; however, if Sullivan County bids the property in, the attorney fees will not be due and payable unless and until Sullivan County resells the property to a third person.

In addition, Stephanie Epperson, Attorney at Law, will be entitled to such allowances that the Court may direct pursuant to the authority of T.C.A. 8-21-404, T.C.A. 8-21-801 and T.C.A. 67-52410(c)(3) and (d).

The Sullivan County Trustee and/or Stephanie Epperson, Attorney at Law, may terminate the service of Stephanie Epperson, Attorney at Law, as the Sullivan County Delinquent Tax Attorney, and/or the terms of compensation for such services, at any time for any reason or for no reason.


CONTINUED




**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby confirms the terms of compensation for Delinquent Tax Attorney Stephanie Epperson, Attorney at Law, as set forth above.

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 16th day of March, 2023.

Attested:   
Teresa Jacobs, County Clerk

Approved:   
Richard S. Venable, County Mayor

Sponsored By: Commissioner Gary Stidham  
Co-Sponsor(s): Commissioner Joyce Crosswhite

**2023-03-11 ACTIONS:** 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County*  
*Board of County Commissioners*  
*243rd Annual Session*

Item 12  
 Resolution No. 2023-03-12

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March, 2023.

**RESOLUTION TO AMEND THE SULLIVAN COUNTY ZONING RESOLUTION TO IMPOSE ONE-YEAR MORATORIUM ON REZONING OF REAL PROPERTIES ON OR WITHIN 1/2 MILE FROM THE CENTER OF THE SOUTH FORK OF THE HOLSTON RIVER, FROM BOONE DAM TO THE SOUTH HOLSTON DAM TO COVER THE ENTIRE SOUTH FORK OF THE HOLSTON WATERSHED, IN CONJUNCTION WITH STUDY, RECOMMENDATIONS AND ACTION BY THE SULLIVAN COUNTY PLANNING & CODES DEPARTMENT, THE SULLIVAN COUNTY REGIONAL PLANNING COMMISSION, AND THIS BODY.**

WHEREAS, the middle and south fork of the Holston River, have a national reputation for trout fishing; and

WHEREAS, fishing traffic on these rivers has increased; and

WHEREAS, real property owners on and near the south fork of the Holston River, are petitioning Sullivan County to rezone their properties to AR, ARV, and RRC districts for use as rental property, for construction of rental cabins, for camping and over-night stay, and for other uses related to said fishing; and

WHEREAS, it appears that there is not proper zoning regulation nor adequate public services in said area to support such use and development; and

WHEREAS, this resolution was previously passed by the Sullivan County Commission and brought to the Sullivan County Regional Planning Commission as required by law in due accordance with procedures to amend the Sullivan County Zoning Resolution, wherein upon discussion it was unanimously approved, and

**NOW, THEREFORE BE IT RESOLVED** that this Sullivan County Board of Commissioners wishes to and does hereby amend the Sullivan County Zoning Resolution such as to place a one-year moratorium on consideration of certain (defined below) requests to rezone real properties lying adjacent to or within 1/2 mile (further defined below) of the south fork of the Holston River, from Boone Dam to the South Holston Dam to cover the entire South Fork of the Holston Watershed, in conjunction with study by the Sullivan County Planning & Codes Department and

the Sullivan County Regional Planning Commission of the use, growth and development in such area, the effect on such river, and pending recommendations from said study regarding the orderly development of the area, provision of public services, protection of such river and proper zoning regulation.

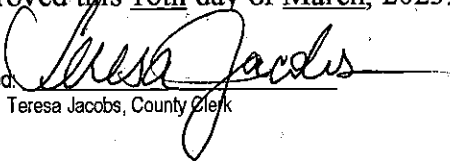
**BE IT FURTHER RESOLVED** that this moratorium shall apply only to real properties lying adjacent to the south fork of the Holston River, from Boone Dam to South Holston Dam to cover the entire south fork of the Holston Watershed, and to real properties located within 1/2 mile of the south fork of the Holston River, measured from the center of the river to the closest spot on the real property proposed for rezoning measured in a straight line; and

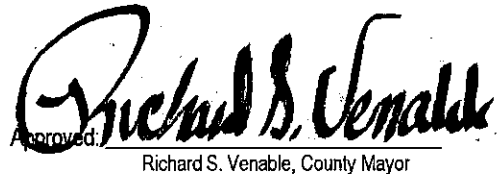
**BE IT FURTHER RESOLVED** that during said moratorium the Sullivan County Planning & Codes Department and the Sullivan County Regional Planning Commission study the use, growth and development in such area, the effect on such river, and make recommendations arising from said study regarding the orderly development of the area, provision of public services, protection of such river and proper zoning regulation.

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 16th day of March, 2023.

Attested:

  
Teresa Jacobs, County Clerk

  
Approved:  
Richard S. Venable, County Mayor

Sponsored By: Commissioner Joe Carr

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

**2023-03-12 ACTIONS:** 03/16/23 Approved on Consent 23 Yes, 1 Absent

*Sullivan County  
Board of County Commissioners  
243<sup>rd</sup> Annual Session*

Item 13  
Resolution No. 2023-03-12

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of March 2023.

**RESOLUTION to enter and approve a contract between K-VA-T Food Stores, Inc. and the Sullivan County Clerk for lease of sidewalk space to place a kiosk on their premises to be used for vehicle registration renewals.**

*WHEREAS*, during the COVID pandemic a great number of businesses had to close their doors to the public. The County Clerk's office restricted public access inside its offices while drive-thru operations remained open.

*WHEREAS*, it is the desire of County Clerk Teresa Jacobs to be able to provide citizens with an additional method of renewing their vehicle registrations when access to the offices is restricted or limited such as during a pandemic, on weekends, on holidays or after office hours.

*WHEREAS*, County Clerk Teresa Jacobs has utilized ARPA funds for the purchase of an outdoor kiosk giving the citizens of Sullivan County the ability to have 24/7 access to renew their vehicle registrations. This 24/7 outdoor kiosk will be the first in Upper East Tennessee as well as the first to be installed at a Food City location.

*WHEREAS*, County Clerk Teresa Jacobs has reached out to Food City located at 1430 Volunteer Parkway, Bristol, TN and expressed an interest in placing this kiosk on the sidewalk outside of their store.

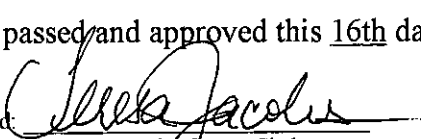
*WHEREAS*, Food City is in agreement with this arrangement and agrees to lease County Clerk a space on their sidewalk in the front of the store at no charge.

***NOW THEREFORE BE IT RESOLVED*** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approves the County Clerk entering into a contract with K-VA-T Food Stores, Inc. for the placement of a kiosk on their premises at 1430 Volunteer Parkway, Bristol, Tennessee. No fee or monetary commitment will be required by the county for the lease of the space. A copy of the contract is attached hereto.


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

Duly passed and approved this 16th day of March, 2023.

Attested:

  
Teresa Jacobs, County Clerk

Approved:

  
Richard S. Venable, County Mayor

**Sponsored by: Commissioner Joyce Crosswhite**

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

**2023-03-13 ACTIONS:** 03/16/23 Approved on Consent 23 Yes, 1 Absent

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("License") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between K-VA-T Food Stores, Inc., a Virginia corporation, hereinafter "Licensor," and Sullivan County, Tennessee, a political subdivision of Sullivan County Tennessee Government, hereinafter "Licensee";

### RECITALS

**WHEREAS**, Licensor desires to license space on the sidewalk fronting its Food City supermarket further described herein; and

**WHEREAS**, Licensee desires to license from Licensor space on the sidewalk fronting Licensor's Food City supermarket to provide and maintain a kiosk for the purposes further described herein; and

**NOW, THEREFORE**, Licensor and Licensee, for and in consideration of the mutual covenants and premises contained herein, the concession and operating privileges granted herein, the premises occupied or utilized, the adequacy of said consideration being hereby acknowledged by both Licensor and Licensee, do agree and have agreed as follows:

### 1. - BASIC LICENSE TERMS

In addition to terms that are defined elsewhere in this License, whenever used in this License, unless a different meaning clearly appears from the context, the following terms have the following meanings:

1.1 **Kiosk.** The term "Kiosk" means an unstaffed, self-contained, and pre-fabricated kiosk used to facilitate vehicle tag renewals. The Kiosk is depicted in **Exhibit "A"**, attached hereto and incorporated herein by reference.

1.2 **Licensor.** The term "Licensor" means K-VA-T Food Stores, Inc.

1.3 **Licensee.** The term "Licensee" means Sullivan County, Tennessee.

1.4 **Licensed Premises.** The term "Licensed Premises" means that certain floor space located within Licensor's Food City supermarkets, as listed in **Exhibit "B"** hereof, for placement of the Kiosks, to be specifically located in on the sidewalk fronting Licensor's Food City supermarket in an area mutually agreeable to Licensor and Licensee.

1.5 **License Term.** The term "License Term" shall be construed to be a month-to-month tenancy, commencing on the Operational Date as hereinafter defined and ending on the thirtieth (30th) day after written notice from either Licensor or Licensee of its intention to terminate this License.

1.6 **Base Rent.** *The monthly rent shall be \$0.00.*

1.7 **Addresses.** See signature page.

1.8 **Permitted Use.** The term "Permitted Use" means the operation of the Kiosk and any related equipment for Licensee's customers, members and/or other parties as well as other related uses.

1.9 **Common Areas.** The term "Common Areas" means all open and accessible areas situated on or at the Shopping Center (defined herein), which are intended for use by all Licensees of the Licensor, as well as all customers, clientele and invitees of Licensor, including without limitation, all parking areas and all ways located thereon for ingress and egress to and from the public ways abutting upon the Shopping Center.

1.10 **Operational Date.** The term "Operational Date" means \_\_\_\_\_.

1.11 **Shopping Center.** The term "Shopping Center" means the tract or parcel of land, including all buildings, structures, and improvements located thereon, which is owned, licensed or controlled by the Licensor. The Licensed Premises are located at the Shopping Center.

1.12 **Property.** The term "Property" means that certain property listed in **Exhibit "B"** on which a Food City Supermarket is located.

## 2. - GRANTING CLAUSE AND RENT PROVISIONS

2.1 **Grant of Premises.** Licensor hereby licenses to Licensee and Licensee hereby takes and hires from Licensor the Licensed Premises, during the License Term, subject to the provisions of this License. Licensor also hereby grants to Licensee and Licensee hereby hires and takes from Licensor for the License Term, the non-exclusive right to use the Property and the Common Areas, as well as the parking areas, streets, roads, driveways and walkways located thereon, for parking, for any other lawful purpose, and for ingress and egress to and from the Licensed Premises.

2.2 **Base Rent.** *The monthly rent shall be \$0.00*

2.3 **Taxes.** Licensee shall, as additional rent, reimburse the Licensor for the portion of such taxes assessed against the Licensee's improvements within thirty (30) days after request by Licensor and upon the presentation of photocopies of written receipts from the taxing authorities evidencing that the taxes have been paid. At the commencement and end (however occurring) of this License Term, taxes required to be paid by Licensee hereunder shall be apportioned, and Licensor shall pay that portion thereof applicable to the period before the Operational Date and after the end of the License Term hereof, respectively. Licensee shall pay all taxes and assessments lawfully levied or assessed against the Kiosk and Licensee's equipment, trade fixtures and other personal property placed upon the Licensed Premises by Licensee.

### 3. - OCCUPANCY AND USE

3.1 **Use.** The Licensed Premises shall be used and occupied only for the Permitted Use. Licensee has inspected the Licensed Premises and accepts it in its present condition. Licensee, at its expense, shall comply with all applicable legal requirements pertaining to Licensee's use of the Licensed Premises and with all reasonable rules and regulations of the Shopping Center adopted or amended from time to time by Licensor.

3.2 **Parking and Access.** Licensee shall have, for no additional payment, the non-exclusive right to use for itself, its customers, and any other users of the Licensed Premises, the parking facilities provided by Licensor. Licensor will not permit any permanent obstruction to be erected in the Shopping Center so as to block or impede access to the Licensed Premises.

### 4. - UTILITIES

Licensee shall, at its expense, have the right to install, or cause to be installed, all necessary utility services to the Licensed Premises as Licensee's needs require. Licensor grants Licensee temporary construction easements as required by Licensee to install, maintain and repair such utilities and to install, maintain and repair the Kiosk. Licensee shall, prior to delinquency, pay all utilities used or consumed by or supplied to Licensee in connection with the use of the Licensed Premises. Licensee agrees to restore portions of the Property, which may be affected by the installation of utilities, to the conditions they were in immediately prior to the installation. It is understood and agreed that Licensor shall have the right to review and approve the plans referenced in this Section.

### 5. - ALTERATIONS, IMPROVEMENTS and REMOVAL

5.1 **Kiosk.** Licensee will, at its expense; install the Kiosk on the Licensed Premises. The parties agree that any removable improvement, including, without limitation the Kiosk, installed upon the Licensed Premises by Licensee is neither a part of the realty nor a fixture. Any such removable improvement is the personal property of Licensee. At the termination or expiration of this License, Licensee shall remove any improvements and restore the Licensed Premises to substantially the same condition it was in prior to the installation of such improvements.



5.2 **Other Alterations.** Not including the improvements already authorized herein, Licensee may make or allow to be made any other alterations, physical additions or improvements in or to the Licensed Premises (including signs) so long as the written consent of Licensor, which shall not be unreasonably withheld, has first been obtained.

5.3 **Removal.** Licensee shall have the right at any time to enter the Licensed Premises and remove the Kiosk and any other personal property of Licensee. Licensee shall repair all material damage caused by such removal pursuant to the conditions outlined in Section 5.1 hereof.

## **6. - CASUALTY AND INSURANCE**

6.1 **Waiver of Subrogation.** Notwithstanding anything contained herein to the contrary, Licensor and Licensee hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action, against each other, their agents, officers and employees, for any loss and/or damage that may occur to the Licensed Premises, improvements to the Property, or personal property located within the Property, by reason of fire or the elements, regardless of cause or origin, including the negligence of Licensor or Licensee and their agents, officers and employees.

6.2 **Hold Harmless.** Licensor shall not be liable to Sullivan County and its employees while performing duties of their employment, for any injury to persons or damage to property on or about the Property or the Common Areas. Only to the extent liability is otherwise imposed upon Sullivan County by Tennessee law independent of this contractual agreement, and without waiving any immunity, rights defenses, damages caps and/or protection available to Sullivan County under Tennessee law, Licensee shall hold Licensor harmless for and against any and all claims, injury, loss, damage or other liability arising solely out of Licensee's occupancy of the Licensed Premises.

6.3 **Liability Insurance.** Licensee at all times during the License Term shall, at its own expense, keep in full force and effect comprehensive general liability insurance in accordance with Licensee's standard practices. Licensee shall, at the request of Licensor, provide evidence that Licensor is an additional insured on such insurance policy.

## 7. - PERMITS

Licensee shall, at Licensee's sole expense, apply for all necessary building and other permits and authorization required by applicable authorities for the installation and operation of the Kiosk.

## 8. - ASSIGNMENT OR SUBLET

8.1 **Licensee Assignment.** Licensee shall not assign, sublet, transfer or hypothecate, in whole or in part, this License, by operation of law or otherwise, without the prior written consent of Licensor, which shall be at Licensor's sole discretion. Notwithstanding the foregoing, Licensor agrees that Licensee may, without Licensor's consent, assign or otherwise transfer the Licensed Premises to an affiliate or to a subsidiary or to an entity created by merger with, reorganization of, or recapitalization by Licensee, or to an entity which acquires all or a substantial portion of Licensee's assets within the market area containing the Licensed Premises.

8.2 **Licensor Assignment.** Licensor shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this License. Any such sale, transfer or assignment shall operate to release Licensor from any and all liabilities under this License arising after the date of such sale, assignment or transfer, only if the transferee assumes such obligations.

## 9. - LIENS

Licensor waives any statutory or other lien on Licensee's improvements, fixtures and/or personal property located upon the Licensed Premises, including, without limitation, the Kiosk.

## 10. - LICENSE SUBORDINATE TO MASTER LEASE

10.1 **License Subordination.** Licensor's right, title, and interest in the Licensed Premises are derived solely from that certain lease agreement associated with the store identified in **Exhibit "B"** hereof and all related amendments and assignments thereof (the "Master Lease"). Notwithstanding any other provision herein, this License and the rights of Licensee hereunder are, and at all times shall be, subject and subordinate to the Master Lease(s) and any rights of the parties to the Master Lease(s). Licensee shall at no time use or permit the use of the Licensed Premises so as to cause a breach, default or violation of the Master Leases. In the event of any conflict between the provisions of the Master Leases and the provisions of this License, the provisions of the Master Lease shall control.

10.2 **Lease Termination.** Notwithstanding any of provision herein, this License shall automatically terminate upon (i) termination or expiration of the Master Lease or (ii) a determination that this License, or any of its provisions, materially violate the provisions of the Master Lease. Any such termination shall be without any liability whatsoever to Licensor.

## 11. - RELOCATION

Licensor may, at any time after providing fifteen (15) days written notice to Licensee, require the removal and/or relocation of the Kiosk. Licensee agrees that it shall promptly accomplish such removal/relocation.

## 12. - MISCELLANEOUS

12.1 **Waiver.** Failure of Licensor or Licensee to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but such party shall have the right to declare the default at any time and take such action as is lawful or authorized under this License.

12.2 **Act of God.** Licensor or Licensee shall not be required to perform any covenant or obligation in this License, or be liable in damages to the other, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, act of war, act of terrorism, force majeure or by the other party.

12.3 **Attorneys' Fees.** If there is any litigation arising out of this License, the prevailing party shall recover its reasonable attorneys' fees and costs in such litigation from the non-prevailing party.

12.4 **Successors.** This License shall be binding upon and inure to the benefit of Licensor and Licensee and their respective heirs, personal representatives, successors and assigns.

12.5 **Notices.** Any notice under this License shall be deemed to be delivered (whether or not actually received) when deposited with a reliable overnight

courier or when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, addressed to the parties at the respective addresses set forth herein.

12.6 **Choice of Law.** The laws of the state of Tennessee govern this Agreement. Any dispute, controversy and/or cause of action arising under this License shall be subject to the jurisdiction and venue of any state court or any court of general sessions having jurisdiction which is situated in Bristol, Tennessee.

12.7 **Authorization.** Licensor and Licensee hereby represent and warrant to each other that such party has the full right, power, and authority to enter into and perform this License in accordance with all the terms, provisions, covenants, and conditions hereof, and that the execution and delivery of this License have been duly authorized by proper corporate or other required action.

12.8 **Headings.** The captions or paragraph headings used in this License are for convenience and reference purposes only and will in no event add to, limit, or in any manner affect the subject matter.

12.9 **Counterparts.** This License may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

12.10 **Entire Agreement.** This License is the entire agreement of the parties regarding its subject matter, and may not be changed or amended except by an instrument in writing signed by Licensor and Licensee.

12.11 **Severability.** In the event that any provision of this License shall be construed to be invalid or unenforceable, then the remaining provisions shall remain in full force and effect.

(Signatures on Following Page)

**IN WITNESS WHEREOF**, the parties have executed this License as of the day and year first referenced above.

**LICENSOR: K-VA-T FOOD STORES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1 Food City Circle, Abingdon, VA 24210

**LICENSEE: SULLIVAN COUNTY CLERK, TENNESSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit "B"**  
**Store Location**

Store #	City	Address (Street/Zip)
617	Bristol	1430 Volunteer Pkwy, Bristol, TN 37620



**Objective:**

BIS along with Sullivan County Official, Teresa Jacobs – County Clerk, desire to place a 24/7 outdoor kiosk for car tag renewals on the sidewalk outside of the Food City location at: 1430 Volunteer Parkway, Bristol, TN 37620.

**Description of Services:**

Car Tag Renewals – Customers scan their renewal notice barcode or the barcode on their license to search for their vehicle. Once selected, the customer can submit their payment via credit card. The renewal decal will print on demand at the end of the transaction.

**Average transaction times are less than 30 seconds.**

**Benefits to Sullivan County Citizens:**

Similar kiosks located at the Food City location in Athens, TN, Kingsport, TN, and Elizabethton, TN has averaged around 4,000 transactions in a non-new metal year. We expect this Kiosk location to outperform all other locations being a 24/7 outdoor kiosk. As one of the higher trafficked stores in the County, citizens will enjoy the convenience to perform county business in a matter of seconds as opposed to what would have required a trip downtown or to Blountville. The opportunity of performing county business 24/7 will become a reality to Sullivan County Citizens. The 24/7 outdoor kiosk will be the first in Upper East Tennessee and all Food City locations.

**Additional Benefits to Food City:**

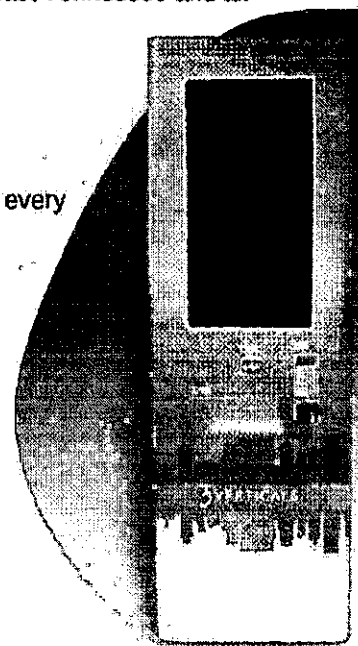
Immediate promotion from Sullivan County Elected Officials via local news media.

Food City kiosk location will be placed on TNCountyClerk.com. This URL will be on every automobile renewal notice mailed by the State of Tennessee.

**Space and Utility Requirements:**

Kiosk dimensions approx. – 30" W x 40" D (when door open, 17" when door closed)  
73" Tall

Standard power outlet and wired internet connection are required.



***Sullivan County***  
***Board of County Commissioners***  
***243<sup>rd</sup> Annual Session***

Item 14  
Resolution No. 2023-03-14

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March, 2023.

**RESOLUTION to approve the grant funding provided by the Office of Criminal Justice Programs for the implementation of the Evidence-Based Jail Programming Project in the amount of \$1,000,000 over the next three fiscal years with no matching funds required. Also to approve the Sheriff's department to subcontract with the following agencies; Families Free, AllardConsulting, and Think Native, to provide Evidence-Based programming to its inmates through the project award of July 2022 to June 2025.**

WHEREAS, the Sullivan County Sheriff's Office is entering into an amended contract to deliver Evidence-Based programming to inmates incarcerated in the Sullivan County Jail, and

WHEREAS, the Sullivan County Sheriff's Office will need approval of the \$1,000,000 Evidence-Based Jail Programming Grant. With this being an amended contract that will now span from July of 2022 to June of 2025. With Funding being allocated as follows:

FY23 - \$404,284      FY24 - \$299,203      FY 25- \$296,513

WHEREAS, the Sullivan County Sheriff's Office will be entering into subcontracts with the following agencies: Families Free, Allard Consulting, and Think Native, to provide the Evidence Based Programming to its inmates over the three year period.

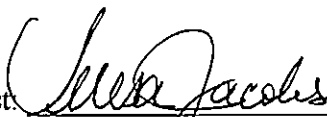
**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approves the grant funding provided by the Office of Criminal Justice Programs for the implementation of the Evidence-Based Jail Programming project in the amount of \$1,000,000 over the span of the next three fiscal years to be used in accordance with the Grant terms. To approve the Sheriff's department to subcontract with the following agencies; Families Free, AllardConsulting, and Think Native, to provide Evidence-Based programming to its inmates through the project award of July 2022 to June 2025. Funding has already been approved and allocated for this fiscal year.**

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

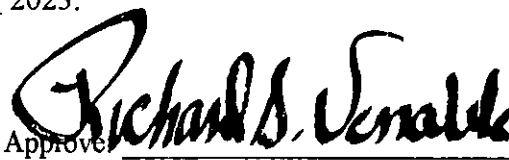


Duly passed and approved this 16th day of March, 2023.

Attest:

  
\_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve:

  
\_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored by: Andrew Cross**

**Prime Co-Sponsor(s): Michael Cole, all voting in the affirmative.**

**2023-03-14 ACTIONS 03/16/23 Approved on Waiver of Rules 23 Yes, 1 Absent**

## Agenda subject voting report

Meeting name

**Sullivan County Commission March 16 2023**

3/16/2023

50 NEW BUSINESS Item 14 Resolution No. 2023-03-14 Sponsors: Cross/Cole

**Description**

RESOLUTION to approve the grant funding provided by the Office of Criminal Justice Programs for the implementation of the Evidence-Based Jail Programming Project in the amount of \$1,000,000 over the next three fiscal years with no matching funds required. Also to approve the Sheriff's department to subcontract with the following agencies; Families Free, AllardConsulting, and Think Native, to provide Evidence-Based programming to its inmates through the project award of July 2022 to June 2025.

**Chairman**

Venable, Richard

**Total vote result:**

**Voting start time** 8:13:21 PM  
**Voting stop time** 8:13:36 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

**Agenda subject voting report**

**438**

*Meeting name*

**Sullivan County Commission March 16 2023**

3/16/2023

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**Sullivan County**  
**Board of County Commissioners**  
**243<sup>rd</sup> Annual Session**

Item 15  
Resolution No. 2023-03-15

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March, 2023

**A RESOLUTION TO URGE SUPPORT FROM THE TENNESSEE GENERAL ASSEMBLY FOR SB 927 TO AMEND T.C.A 41-4-115 (SEE ATTACHMENT).**

WHEREAS, the proposed amendment would authorize use of Ryan White federal dollars to cover the cost of HIV/AIDS treatment in our jail, and

WHEREAS, Sheriff Jeff Cassidy brought this amendment to the state lawmakers listed as its sponsors; and

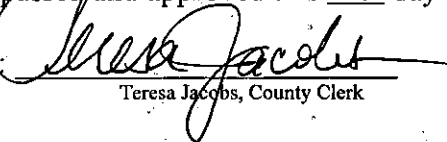
WHEREAS, the bill authorizing the amendment is up for discussion and potential votes by members of the Tennessee General Assembly,

THEREFORE, BE IT RESOLVED the Sullivan County Commission urges support for this amendment.


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

Duly passed and approved this 16th day of March, 2023

Attest:

  
Teresa Jacobs, County Clerk

Approved:

  
Richard S. Venable, County Mayor

**Sponsored by: Gary Stidham**

Prime Co-Sponsor(s): Darlene Calton, Zane Vanover, Hunter Locke, Joe Carr, Mark Ireson

**2023-03-15 ACTIONS** 03/16/23 Approved on Waiver of Rules 23 Yes, 1 Absent

Amendment No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Sponsor

<b>FILED</b>
Date _____
Time _____
Clerk _____
Comm. Amdt. _____

**AMEND Senate Bill No. 927\***

**House Bill No. 1484**

by deleting all language after the enacting clause and substituting:

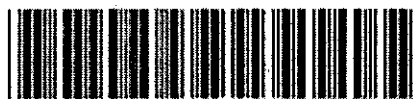
SECTION 1. Tennessee Code Annotated, Section 41-4-115, is amended by deleting subsection (a) and substituting the following:

(a) The county legislative bodies alone have the power, and it is their duty, to provide medical care for all prisoners confined in the jail in their respective counties, except for federally funded medication for HIV positive patients pursuant to subsection (h). The county legislative bodies shall allow the county jail physician such compensation, to be paid by their respective counties, as may be fixed by the county legislative body agreed upon in writing between the county and the attending jail physician or as may be fixed by the county legislative body.

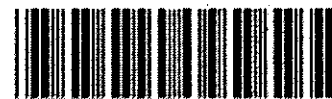
SECTION 2. Tennessee Code Annotated, Section 41-4-115, is amended by adding the following new subsection:

(h) Notwithstanding subsection (a), subject to the availability of federal funds and the satisfaction of requirements for use of such federal funds, the department of health may use federal funding for the payment of medication for inmates who are HIV positive.

SECTION 3. This act takes effect upon becoming law, the public welfare requiring it.



0531819642



\*005200\*

# Agenda subject voting report

441

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

51 NEW BUSINESS Item 15 Resolution No. 2023-03-15 Sponsors: Stidham/Calton

**Description**

A RESOLUTION TO URGE SUPPORT FROM THE TENNESSEE GENERAL ASSEMBLY FOR SB 927 TO AMEND T.C.A 41-4-115

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 8:15:55 PM  
**Voting stop time** 8:16:10 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*



Item 16  
No. 2023-03-16

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16<sup>th</sup> day of March, 2023.

**RESOLUTION TO AMEND CHAPTER 349 OF THE PRIVATE ACTS OF 1947 (AS AMENDED) REGARDING THE ESTABLISHMENT, FUNCTIONING, JURISDICTION, ETC. OF GENERAL SESSIONS COURT OF SULLIVAN COUNTY.**

WHEREAS, Chapter 349 of the Private Acts of 1947 (as amended) sets forth the establishment, functioning, jurisdiction, etc. of the General Sessions Court of Sullivan County; and

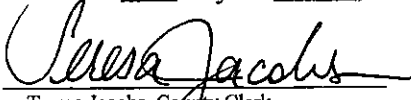
WHEREAS, the following proviso in Section 8 of Chapter 349 of the Private Acts of 1947 (as amended) needs to be deleted because it is obsolete, misleading and no longer applicable or effective: "Provided, that the Court herein created shall not have jurisdiction to try any case wherein the defendant is charged with driving a motor vehicle under the influence of an intoxicant or drug, nor to impose punishment in any such case, the jurisdiction of the Court in such cases being limited to binding the defendant over to a Court of criminal jurisdiction or discharging him upon preliminary hearing"; and

WHEREAS, it is necessary and appropriate that the state legislature be called upon to amend said Private Act in the manner set forth above.

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves amending Chapter 349 of the Private Acts of 1947 (as amended) as follows and hereby respectfully requests the Tennessee State Legislature to amend Chapter 349 of the Private Acts of 1947 (as amended) by deleting the following proviso from Section 8: "Provided, that the Court herein created shall not have jurisdiction to try any case wherein the defendant is charged with driving a motor vehicle under the influence of an intoxicant or drug, nor to impose punishment in any such case, the jurisdiction of the Court in such cases being limited to binding the defendant over to a Court of criminal jurisdiction or discharging him upon preliminary hearing."

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 16th day of March, 2023.

Attest:   
Teresa Jacobs, County Clerk

  
Richard S. Venable, County Mayor

**Sponsored By: Commissioner Joe McMurray**

**Co-Sponsor(s): Commissioners Calton, Means, Jones, and all voting in the affirmative.**

2023-03-16 ACTIONS: 03/16/23 Approved on Waiver of Rules 23 Yes, 1 Absent



# Agenda subject voting report

444

Meeting name

Sullivan County Commission March 16 2023

3/16/2023

52 NEW BUSINESS Item 16 Resolution No. 2023-03-16 Sponsors: McMurray/

**Description**

RESOLUTION TO AMEND CHAPTER 349 OF THE PRIVATE ACTS OF 1947 (AS AMENDED) REGARDING THE ESTABLISHMENT, FUNCTIONING, JURISDICTION, ETC. OF GENERAL SESSIONS COURT OF SULLIVAN COUNTY.

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 8:18:17 PM  
**Voting stop time** 8:18:39 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	23
Abstain	0
No	0
Total Present	23
Absent	1

**Group voting result**

Group	Yes	Absent
No group	23	0
<b>Total result</b>	<b>23</b>	<b>0</b>

**Individual voting result**

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()	X			
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()	X			

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*

Item 17  
No. 2023-03-17

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17<sup>th</sup> day of March, 2023.

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE PROJECT NUMBER: 82956-3293-04 (STATE INDUSTRIAL SUPPORT FOR PROJECT SMOKY).**

WHEREAS, certain routes in Sullivan County's jurisdiction have been designated as being eligible for State Industrial Highway funds under the Industrial Highway Act of 1959, T.C.A. 54-5-401, et seq. (CFDA # 20.205); and

WHEREAS, TDOT desires to assist the Sullivan County by installing various signs, snow plowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of Sullivan County in furtherance of this program, and

WHEREAS, Sullivan County, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained Sullivan County, in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this an agreement (see attachment) regarding the maintenance, existence, and use of signals at the following Intersections: 1-26 at SR-1 (LM 1.970); SR-36 at SR-1 (10.540) and SR-355 at SR-36 (LM 2.590).

THEREFORE, BE IT RESOLVED, the Sullivan County Commission authorizes Sullivan County Mayor Richard Venable to sign the attached maintenance agreement with the Tennessee Department of Transportation.

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 \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve: \_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored By: Commissioner Sam Jones**  
**Co-Sponsor(s): Commissioner Crosswhite, Commissioner Ward**

2023-03-17 Actions: 1<sup>st</sup> Reading

be solely responsible for and pay all costs associated with maintenance of the Project. The Agency acknowledges that where any local road under the jurisdiction of the Agency ("Local Road") intersects with a state highway or other public road, the Agency's maintenance responsibility for the Local Road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the Local Road abuts the roadway of the state highway or public road.

The Agency's maintenance responsibility described herein includes, but is not limited to, signals and other electrically operated and/or solar powered devices which may be installed as part of the Project. The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices which may be installed as part of the Project, together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar powered devices which may be installed as part of the Project, including but not limited to replacement of solar panels, batteries, lights and lenses.

**SECTION 3:** The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**SECTION 4:** The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

**SECTION 5:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**SECTION 6:** Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

**SECTION 7:** The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Department's exercise of its right to terminate this Agreement relieve the Agency of any liability to the Department for any damages or claims arising under this Agreement. All provisions that logically ought to survive termination of this Agreement shall survive.

SECTION 10: This Agreement may be modified only by a written amendment executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.





STATE OF TENNESSEE  
 DEPARTMENT OF TRANSPORTATION  
 PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
 LOCAL PROGRAMS DEVELOPMENT OFFICE  
 SUITE 600, JAMES K. POLK BUILDING  
 505 DEADERICK STREET  
 NASHVILLE, TENNESSEE 37243-1402  
 (615) 741-5314

BUTCH ELEY  
 DEPUTY GOVERNOR &  
 COMMISSIONER OF TRANSPORTATION

BILL LEE  
 GOVERNOR

October 13, 2022

The Honorable Richard Venable  
 Mayor, Sullivan County  
 3411 Highway 126, Suite 206  
 Blountville, TN 37617

Re: State Industrial Support for Project Smoky  
 Sullivan County  
 PIN: 130870.00  
 Federal Project Number: N/A  
 State Project Number: 82956-3293-04  
 Contract Number: 220243

Dear Mayor Venable:

I am attaching a contract providing for the maintenance of the referenced project. Please review the contract and advise me if it requires any additional explanation. If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to download the contract for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or [maria.hunter@tn.gov](mailto:maria.hunter@tn.gov).

Sincerely,

*Lisa Dunn*

Lisa Dunn  
 Transportation Manager 1

Attachment



## MAINTENANCE AGREEMENT

AGREEMENT NO: 220243.  
 PROJECT IDENTIFICATION NO: 130870.00  
 FEDERAL PROJECT NO: N/A  
 STATE PROJECT NO: 82956-3293-04

State of Tennessee Department of Transportation

**GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and SULLIVAN COUNTY (hereinafter called the "Agency").

**W I T N E S S E T H:**

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for State Industrial Highway funds under the Industrial Highway Act of 1959, T.C.A. 54-5-401, et seq. (CFDA # 20.205); and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement regarding the maintenance, existence, and use of the Project as described in SECTION 1 below.

**SECTION 1:** The Project to be performed is described as follows:

"Signals at the following Intersections:  
 I-26 at SR-1 (LM 1.970); SR-36 at SR-1 (10.540) and SR-355 at  
 SR-36 (LM 2.590)"

**SECTION 2:** Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this Agreement. The Agency shall

Rev. 1/27/21



be solely responsible for and pay all costs associated with maintenance of the Project. The Agency acknowledges that where any local road under the jurisdiction of the Agency ("Local Road") intersects with a state highway or other public road, the Agency's maintenance responsibility for the Local Road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the Local Road abuts the roadway of the state highway or public road.

The Agency's maintenance responsibility described herein includes, but is not limited to, signals and other electrically operated and/or solar powered devices which may be installed as part of the Project. The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices which may be installed as part of the Project, together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar powered devices which may be installed as part of the Project, including but not limited to replacement of solar panels, batteries, lights and lenses.

**SECTION 3:** The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**SECTION 4:** The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

**SECTION 5:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**SECTION 6:** Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

**SECTION 7:** The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

Rev. 1/27/21





**SECTION 8:** The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**SECTION 9:** The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Department's exercise of its right to terminate this Agreement relieve the Agency of any liability to the Department for any damages or claims arising under this Agreement. All provisions that logically ought to survive termination of this Agreement shall survive.

**SECTION 10:** This Agreement may be modified only by a written amendment executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**SECTION 11:** The Department shall have no liability except as specifically provided in this Agreement.

**SECTION 12:** The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials, effective as of the last date of signature below.

SULLIVAN COUNTY

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

*Richard Venable* 3/10/28 By: \_\_\_\_\_

Richard Venable  
Mayor

Date

Howard H. Eley  
Commissioner

Date

APPROVED AS TO  
FORM AND LEGALITY

APPROVED AS TO  
FORM AND LEGALITY

By: \_\_\_\_\_  
Daniel Street  
Attorney

Date

By: \_\_\_\_\_  
John Reinbold  
General Counsel

Date

By: \_\_\_\_\_  
Jeff C. Jones  
Assistant Chief Engineer

Date



## UT-TSU EXTENSION SULLIVAN COUNTY

### Agriculture

**Farm Safety Day-** 95 people attended the Farm Safety day. Participants attended 4 talks on Tractor Safety, ATV Safety, Cattle Handling and Chain Saw Safety. The day started with everyone enjoying Biscuits and Juice and Coffee. Jeff Aiken from the Tennessee Department of Agriculture was the guest speaker. 30 participants donated blood at the March Blood Mobile.

**Master Beef Producer** – 17 Beef producers completed the Master Beef Producer Certification, receiving a certificate, MBP hat and MBP sign.

**Tri- State Beef Conference-** 180 beef producers attended the Tri-State Beef Conference which was held at the Ron Ramsey Agricultural Center.

**Fruit Tree Grafting Workshop-**36 people attended the Grafting Workshop, 800 trees were grafted at an 82% success rate.

**Master Farm Manager-** 4 Sullivan County Residents completed the Master Farm Manager course which focused on solid business principles and efficiently utilizing resources on the farm.

**Master Small Ruminant-** this course provides opportunities for producers to increase knowledge and skills needed to apply management practices necessary for profitability and sustainability of the sheep and goat industry. 5 Sullivan County residents completed this course.

**Right Tree, Right Place-** the proper placement and care of trees in the landscape and updates on insects and pest. This program offers commercial pesticide applicator points towards their recertification. 35 people attended this program and 175 commercial points were earned.

**Master Gardener Program-** trains and engages with volunteers to provide the public with research-based information on lawn and garden topics. EMGs are volunteers who have a love of plants and horticulture coupled with Extension training to equip them to teach and assist Tennessee residents. 38 new graduates are now members of Northeast Tennessee Master Gardener Association bringing the membership total to 158. The Master Gardeners logged 10,085 volunteer hours and donated 2,308 pounds of produce grown at MG projects around the community.

**Soil Samples-** 116 Soil Samples and 7 Forage Samples were processed through the University of Tennessee Soil, Plant and Pest Center in Nashville.

UT Extension provides a gateway to the University of Tennessee as the outreach unit of the Institute of Agriculture. With an office in every Tennessee county, UT Extension delivers education programs and research-based information to citizens throughout the state. In cooperation with Tennessee State University, UT Extension works for farmers, families, youth and communities to improve lives by addressing problems and issues at the local, state and national levels.

Tennessee Housing Development Agency Homebuyer' Education program is available for first-time homebuyers. Some educational topics include the process of applying for a mortgage to purchase a home, how to keep a budget, basic home maintenance, just to name a few. The course became available late April of this year, and 17 participants successfully completed the course in 2022.

455

**Matter of Balance** was offered 5 times at various locations in Sullivan County. A total of 57 participants completed this fall prevention course, participants programs resulting in estimated medical cost savings of \$53,466. Program participants report they are better equipped at preventing/reducing falls by increasing physical activity through flexibility, endurance, and strength exercises and making changes to home spaces to reduce fall risks. 2 class offerings are on the calendar for early 2023.

**Food Preservation and Safety-** 20 individuals learned to can food safely, used locally produced foods, and reduced risk for foodborne illness which resulted in potential savings in medical costs, productivity losses, and illness-related mortality totaling \$20,000. All classes featured locally produced fruits and or vegetables sourced from local growers.

**Walk Across Tennessee** took place August 29th through October 23rd. 173 participants/42 teams (ages ranging from 5-87) cumulatively walked 28,239 miles over the 8-week period. This group exercise program resulted in an estimated medical cost savings of \$176,715. Each week, educational resources such as exercise/wellness tips, recipes, and encouragement that accompanied individual and team leaderboards were provided. Local businesses including 2 Wal-Marts, Jersey Mike's, Smoothie King, and Great Body Wellness Company sponsored prizes for weekly drawings and top team and individual with the most reported mileage at the end of the program. This program will be offered again Fall 2023!

**The Tennessee Nutrition and Consumer Education Program (TNCEP)**, provides nutrition and consumer education for individuals and families who are SNAP-eligible. In 2022, we completed 23 FREE classes/workshops for participants in all stages of life to develop the skills needed to choose and prepare healthy foods within a limited budget and choose a physically active lifestyle while moving toward self-sufficiency. In 2022, we had 4,134 face-to-face contacts and 25,154 social media contacts. On average, 11.2% of TN households were food insecure and 4.5% were very low food insecure between 2019-2021. The national average for the same period was 10.4% and 4.0%. In the fiscal year 2020, 818,933 people received SNAP benefits in Tennessee, and 20,223 people in Sullivan County received SNAP benefits. The average monthly benefit was \$120 per person.

**Success Story-** *Harvey and I learned how simple changes in our diet significantly increases our health as we age. Both of us highly recommend this program to our friends.*

## What is SNAP's Economic Impact?



An average of \$98 million in SNAP benefits were issued each month in TN in FY 2020. SNAP benefits are spent on food, so they support farmers, processors, distributors, and retailers. Approximately 6,446 food retailers accept SNAP benefits in TN.

During economic downturns, every \$1 in new SNAP benefits issued can increase gross domestic product by \$1.54.

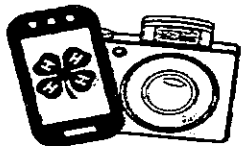
To learn more about SNAP, please visit: <https://www.fns.usda.gov/snap-supplemental-nutrition-assistance-program>

**2022-2023 Sullivan County 4-H Horse Project** -Sullivan County had the 4th place Jr. High Hippology Team and 9<sup>th</sup> High Jr. High Individual in Hippology at the Eastern Region Competition! These Sullivan County 4-H'ers represented Sullivan County at the State Competition placing 7th in the Jr. High Hippology Knoxville.

These 4-H'ers represented Sullivan County at the State Competition placing 7th in the Jr. High Hippology Knoxville.



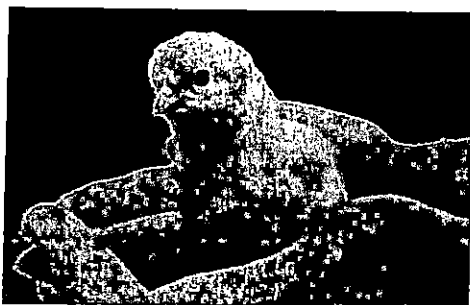
**2022-2023 4-H Poster Contest** - The top three entries of the 4-H Poster Art Contest have been selected and were submitted to the regional level for judging in February. This activity asks youth to create a poster as a "mini-billboard" to promote 4-H. It provides an opportunity for youth to showcase their ability to express ideas through a poster. We appreciate each student who took time to construct a poster. Way to be creative!

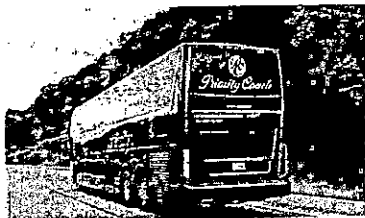


**2022-2023 4-H Photo Search** -The 4-H Photo Search is a great activity for youth to share their view of the world around them while practicing their photography skills. Three categories were offered for the school year contest: People, Animals/Birds, and Landscapes. Take a peek at the top entries from each category were displayed at Farm Expo on Feb. 4-5.

**Farm Expo-** Farm Expo was held on Feb. 4-5, 2023 at the Bristol Motor Speedway South Building. Sullivan County 4-H had displayed exhibits, including an animal petting area. Also on display were the winning entries from this year's 4-H Art Poster Contest and Photo Search.

**Chick Chain** – 27 members of the chick chain project received baby chicks on March 8<sup>th</sup>. Youth are now caring for their birds with a goal of returning five pullets( young female that have not yet begun to lay) for the multi-county poultry show and sale in August at the Appalachian Fair Grounds.





**2023 Beef Cattle Tour-** April 26-27, 2023 This two day trip will feature beef cattle producers in Southwest Virginia and the beef farm at Virginia Tech. There will be both commercial cow/calf and purebred producers represented on the stops.

**SCCA Auction-** Saturday, May 6, 2023 6pm. Good meal and great items to bid on.

**Private Applicator Recertification-** A private applicator is an applicator who applies restricted-use pesticides by ground application for the purpose of producing an agricultural commodity on private property owned or rented by the applicator or the applicator's employer. Most private applicators are farmers, greenhouse and/or nursery operators.

**Commercial Applicators Recertification-** Individual who applies products for a fee and works under the supervision of a licensed pest control operator.

**4-H Clover Bowl-** It's a new year and the 4-H Clover Bowl will be here before we know it. Clover Bowl is a quiz-bowl style competition with questions on 4-H, Agriculture, Tennessee, Life Skills, Government and Science. Teams are ideally comprised of four students from the same grade, although teams of three can participate. Separate divisions for grades 4-8 are offered. Winning teams from each school or 4-H Club will be invited to a county-wide 4-H Clover Bowl contest in April. County winning teams in each grade will have the opportunity to compete in the Eastern Region 4-H Clover Bowl at the University of Tennessee Knoxville campus on May 18.

**4-H Summer Camps Update-**The popular traditional Junior and Junior High 4-H Camps will be held at the Clyde Austin 4-H Center in Greeneville. Junior 4-H Camp (current grades 4-6) is scheduled for June 5-9 and Jr. High Adventure Camp (current grades 6-8) will be July 10-14.

Activities may include archery, rifle range, canoeing, fishing, wildlife, fossils, tie dye, crafts, and more. Each camp includes all meals, lodging, and a camp t-shirt. Bus transportation will be provided to and from the Extension Office for Junior Camp. The Jr. High Camp also includes the opportunity for an off-site adventure.

Registration forms for Junior Camp and Jr. High Camp are now available.

These camps also provide an opportunity for both adult and teen volunteers. If interested in learning more about this volunteer opportunity please let us know.

Sponsorship opportunities are also available. Help a child with their registration fee to attend summer camp, sponsor a bus for transportation, or county t-shirts. Any donations appreciated and make a difference.

**Chick Chain Show & Sale** – August at the Appalachian Fairgrounds in Gray, TN

**Eat Well, Feel Well-** 8 work shops focusing on making smart food choices and becoming more active. Practical cooking tips for one or two and practice food safety without washing food.

AND THEREUPON COUNTY COMMISSION ADJOURNED AT 8:35 P.M. UPON MOTION MADE BY COMMISSIONER CALTON TO MEET AGAIN IN REGULAR SESSION ON APRIL 20, 2023.

A handwritten signature in black ink that reads "Richard Venable". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

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RICHARD VENABLE

COMMISSION CHAIRMAN