

# COUNTY COMMISSION-REGULAR SESSION

**OCTOBER 23, 2023**

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY EVENING, OCTOBER 23, 2023, AT 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 Zane Vanover gave the invocation. The pledge to the flag was led by Sheriff Jeff Cassidy.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

<b>DAVID AKARD</b>	
<b>DARLENE CALTON</b>	<b>SAMUEL "SAM" JONES</b>
<b>JOE CARR</b>	<b>DWIGHT KING</b>
	<b>TONY LEONARD</b>
<b>LARRY CRAWFORD</b>	<b>MICHAEL HUNTER LOCKE</b>
<b>JOYCE NEAL CROSSWHITE</b>	<b>JESSICA MEANS</b>
<b>JOHN GARDNER</b>	<b>ARCHIE PIERCE</b>
<b>HERSHEL GLOVER</b>	<b>MATT SLAGLE</b>
<b>CHERYL HARVEY</b>	<b>GARY STIDHAM</b>
<b>DAVID HAYES</b>	<b>ZANE VANOVER</b>
	<b>TRAVIS WARD</b>

20 PRESENT, 4 ABSENT

ABSENT AT ROLL CALL: COLE, CROSS, IRESON, MCMURRAY

NOTE: CROSS IN AT 6:12 PM

The following pages indicate the action taken by the Commission on 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. Jones to approve the minutes of the Regular Session of the County Commission held on September 21, 2023. Said motion was approved by Roll Call Vote. 21 Yes, 3 Absent.

# Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

2 Roll Call by Teresa Jacobs, County Clerk  
Roll Call

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

**Total vote result**

**Voting start time** 6:02:40 PM  
**Voting stop time** 6:03:14 PM  
**Voting configuration** Roll Call - Attendances  
**Voting mode** Open  
**Vote result**

Present	20
Total Present	20
Total Seats	28
Absent	4

**Group voting result**

Group	Yes	Absent
No group	20	0
<b>Total result</b>	<b>20</b>	<b>04</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	

*Sullivan County*  
*Board of County Commissioners*  
*243<sup>rd</sup> Annual Session*  
October 23, 2023  
6:00 p.m.  
Commission Room  
Sullivan County Courthouse

**AGENDA**

- ❖ Call to Order by Sheriff Jeff Cassidy
- ❖ Mayor Richard Venable presiding.
- ❖ Invocation
- ❖ Pledge to the American Flag
- ❖ Roll Call by Teresa Jacobs, Sullivan County Clerk
- ❖ Guest Speakers, Proclamations, Recognitions & Presentation
  - 1) Clay Walker, Networks update
- ❖ Appointments
- ❖ Approval of Commission Minutes from Previous Meeting  
(Minutes are provided to commission members electronically and are available to the public at [www.sullivancountyclerktn.com/commission-minutes](http://www.sullivancountyclerktn.com/commission-minutes))
- ❖ Approval of Notaries Public
- ❖ Public Comment
- ❖ Consent Agenda
- ❖ Resolutions
- ❖ Announcements and Adjournment

**SULLIVAN COUNTY**  
**Board of County Commissioners**  
**243rd Annual Session**

***Before the Mayor of Sullivan County, Tennessee***

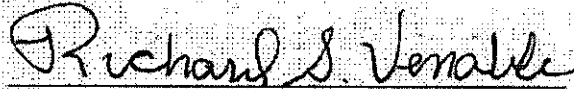
**IN RE:   Bloomingdale Utility District**  
**Sullivan County, Tennessee**

***Order Appointing Utility District Commissioner***

***WHEREAS***, the Bloomingdale Utility District Board of Commissioners does hereby certify to the Sullivan County Mayor, pursuant to T.C.A. §7-82-307, that a vacancy upon the said Board of Commissioners has occurred by virtue of death of Charlie Anderson.

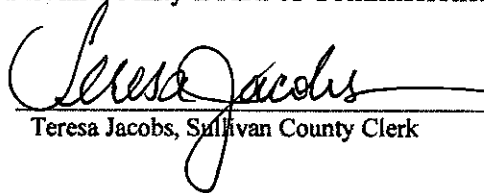
***WHEREAS***, the Bloomingdale Utility District Board of Commissioners further certifies that the nominee, Tim Earles, is qualified and has agreed to serve on the Board.

***NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED*** by Sullivan County Mayor, Richard S. Venable, pursuant to T.C.A. §7-82-307 that nominee, Tim Earles, shall be appointed to the Bloomingdale Utility District Board of Commissioners. Term to expire July 31, 2024.



Richard S. Venable, Sullivan County Mayor

Said order entered into the record of the Sullivan County Board of Commissioners this 23 day of October 2023.



Teresa Jacobs, Sullivan County Clerk





## *Sullivan County*

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Board of County Commissioners  
243rd Annual Session

IN RE: Sullivan County Library Board

### **Order Appointing Library Board Members**

WHEREAS, the Sullivan County Mayor has authority to appoint members to the Sullivan County Library Board of Directors; and

WHEREAS, the Sullivan County Library Board of Directors has submitted recommendation for a member of the board; and

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, in his capacity to appoint members to the Sullivan Library Board that Sheila C. Earhart be appointed to serve on the Sullivan County Library Board of Directors. Terms end October 2027.

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

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 23rd day of October 2023.

A handwritten signature in cursive script that reads "Teresa Jacobs".

Teresa Jacobs, Sullivan County Clerk

Motion made by Comm. Gardner and 2nd by Comm. Crawford to approve Sheila C. Earhart to the Sullivan County Library Board. Voice vote was taken and approved with no opposition.



## *Sullivan County*

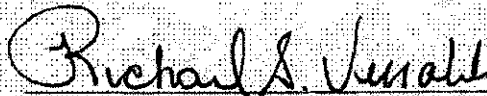
*Board of County Commissioners  
243<sup>rd</sup> Annual Session*

**IN RE: Sullivan County Regional Historic Zoning Commission  
Blountville, Tennessee**

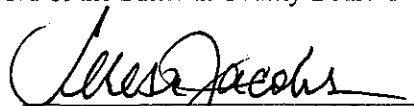
### ***Order Reappointing Board Members***

WHEREAS, the Sullivan County Regional Historic Zoning Commission does hereby certify to the Sullivan County Board of Commissioners, pursuant to T.C.A. §13-7-403 and the passage of Resolution No. 2019-02-13, as duly adopted by Sullivan County, Tennessee, that a vacancy has occurred upon said Board of Zoning Appeals by virtue of the expiration of a term; and

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan Mayor, Richard S. Venable, in his authority to appoint members to said Sullivan County Regional Historic Zoning Commission, pursuant to T.C.A. §13-7-403, that Anita Long be reappointed to said Board. Term: October 2023 to October 2028

  
Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this  
23<sup>rd</sup> day of October 2023.

  
Teresa Jacobs, Sullivan County Clerk

Motion made by Comm. Crosswhite and 2nd by Comm. Means to approve Anita Long to the Sullivan County Regional Historic Zoning Commission. Voice vote was taken and approved without opposition.



**TENNESSEE HISTORICAL COMMISSION**  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
2941 LEBANON ROAD  
NASHVILLE, TENNESSEE 37243-0442  
OFFICE: (615) 532-1550

Certified Local Government Program

**Historic Preservation Commission  
Member Resume**

Name: Anita Buchanan Long

Name of Local Government: Sullivan County

Name of Commission: Historic Zoning Commission

Home Address: 141 County Hill Road; Blountville, TN 37617

Mailing Address (if different from above): same

Telephone: Business 423.323.8326 Residence same

E-mail: alblong07@gmail.com

Term of Membership: Member since 2003, current term June 2010

Date of Expiration: June 2014

Occupation: architectural design and planning

Professional Discipline (if satisfying a membership requirement): architectural design and planning

Education: Bachelor of Architecture University of TN Knoxville, with honors

Demonstrated interest in historic preservation (e.g., conferences, organizations, special training courses, volunteer activities, or job experience).

Historic preservation professional design as well as volunteer work with The Kingsport, TN Exchange Place, Rocky Mount Living History Museum, and the Blountville Historic District



## *Sullivan County*

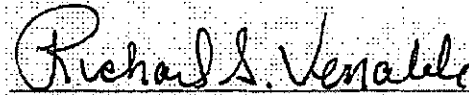
*Board of County Commissioners  
243<sup>rd</sup> Annual Session*

**IN RE: Sullivan County Regional Historic Zoning Commission  
Blountville, Tennessee**


### *Order Reappointing Board Members*

WHEREAS, the Sullivan County Regional Historic Zoning Commission does hereby certify to the Sullivan County Board of Commissioners, pursuant to T.C.A. §13-7-403 and the passage of Resolution No. 2019-02-13, as duly adopted by Sullivan County, Tennessee, that a vacancy has occurred upon said Board of Zoning Appeals by virtue of the expiration of a term; and

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan Mayor, Richard S. Venable, in his authority to appoint members to said Sullivan County Regional Historic Zoning Commission, pursuant to T.C.A. §13-7-403, that Ed Bush be reappointed to said Board. Term: October 2023 to October 2028

  
Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this  
23<sup>rd</sup> day of October 2023.

  
Teresa Jacobs, Sullivan County Clerk

Motion made by Comm. Crawford and 2nd made by Comm. Crosswhite to approve Ed Bush to the Sullivan County Regional Historic Zoning Commission. Voice vote was taken and approved without opposition.



**Ed Bush**  
**3389 Hwy 126 | Great Stage Road**  
**Blountville, TN 37617**

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**COMMUNITY SERVICE**

American Red Cross, Mountain Empire - 9 years, Board ~ 3 years, CPR instructor  
AARP - 2014 - Driver Safety Coordinator/Trainer  
Appalachian Express Choir - 2014 - Secretary, 2015  
Boy Scouts (Cub) - 2 years, Assistant Scoutmaster  
Bristol Crisis Center - 3 years, Building/grounds  
Bristol Life Saving Crew - 8 years, Lt. Training, Disaster Chairman  
Bristol Chamber of Commerce - 2 years, Membership team  
Bristol Tennessee Tree Board - 8 years, Steele Creek Park  
Bristol Amateur Radio Club (KC4CLW) - 20+ years, Disaster Chairman  
Bristol Forge at Rocky Mount - 13 years  
Sullivan County Historical Association - 2014 – Vice Chairman, 2015 and current chair  
United Way of Bristol - 11 years, Board of Directors ~ 6 years,  
Rocky Mount State Historic Site – Board of Trustees member – two terms

**BUILDING/CONSTRUCTION EXPERIENCE**

- I have a solid understand of standard building requirements and codes as well as a working knowledge of electrical and plumbing.
- standards. I have designed/opened well over 130,000 sq ft of Clinical Laboratories in the past 30 years working with architects, city.
- and state inspectors etc.
- Currently renovating an 1860's cabin on Goshen Mountain. The cabin had been abandoned for over 30 years and was horrific.
- condition. We've replaced the roof, exterior logs, flooring, sidewalls, windows and doors, electrical wiring, and added indoor plumbing ☺.
- We followed the NPS Preservation Briefs (# 26) when possible. I also added a woodworking and a blacksmith shop on the grounds.
- Over the last six month, working with the historical association, my wife and I have replaced, repaired, upgraded, and decorated Granny's.
- Cabin, Slave House, Slave Laundry, and the 1840's School House. Within the last two months we opened the Stone Kitchen (under the Grand
- Dining Room). Working with members of two Kingsport Garden Clubs we planted over 450 bulbs and anticipate completing herb and flower.
- gardens prior to spring. I also plan on replacing a number of logs on the spring House and converting the front room to a blacksmith shop.
- with the rear possibly becoming an antique tool display.
- Lastly, this month we will begin working with a six-member Leadership Team from the Bristol Chamber of Commerce on a project to develop a
- Derry Inn Volunteer Organization. The final report will include mission, vision, and values, applications, job descriptions, training programs, and
- recommended schedules, etc. for implementation by the Historical Association. In that there are no monies available to staff and maintain the
- Inn it is vital that dedicated volunteers are available to maintain the buildings and grounds and open the Inn on a weekly basis. A strong and
- effective volunteer group will be required if the Inn is to survive and truly become a regional tourist attraction.

# Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

49 Approval of Commission Minutes

**Description**

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:17:41 PM  
**Voting stop time** 6:18:00 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
Absent	3

**Group voting result**

Group	Yes	Absent
No group	21	0
<b>Total result</b>	<b>21</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 October 23, 2023

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BRETT BALL	KRISTI M HUTTON
DONNA LANE BEWLEY	LUKE ISBELL
DONNA E BLACKWELL	ASHLEY JENTZEN
MELODY JO BLEDSOE	SHANNON KELLEY
ANGELIA RENEE' BRINSER	MORGAN KITE
SYDNEY PAIGE BROYLES	JESSICA LEONARD
ROSANNA BETH BURKE	JUANITA HOPE LEWIS
LINDSAY BYINGTON	ROY E. MATTHEWS JR.
ASHLEY DANIELLE CANTRILL	TRAVIS L MERRELL
ASHLEY MARIE CARROLL	CINDY MINTON
CARA COLEMAN	JULIE R MORRELL
DANIEL D. COUGHLIN	DANIEL NEELEY
AMBER DENISE CRUM	CARRIE L OLIVO
PAMELA S. DAVIS	JILLIAN PAIGE OWEN
RAYLENE DICKENSON	TERESA PIERSON
SAMANTHA DOTSON	GWEN J PUGH
KELLY ESTEP	STEPHANIE A ROBINSON
BETTY FITE	SALLY JOANNE ROY
SCOTTI LEE GAUVREAU	LINDA KATHLEEN RUTTER
JESSICA GILBERT	ANGELA SCOTT
ANDREW GRAHAM	JOSEPH GABRIEL SHERRILL
SUSAN R. HALE	LILLIAN NICOLE SMITH
CYNTHIA D HAREN	ELIZABETH R STOTHART
HEATHER HAYES	KRISTI DAWN TATE
AMANDA HERRON	KRISTEN FAITH TRUMP
CAROL A. HICKS	SHEILA K. VENCILL
MICHELE D HOWINGTON	JAIRUS WADE
FREDERICK EARL HUDGINS	ABIGAIL SHAW WHIPPLE
TIMOTHY HUDSON	LADONNA WILLIAMS
SARAH E. HUTCHINSON	REBECCA ANN YORK

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

21 YES, 3 ABSENT

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

APPROVAL OF NOTARY

SURETY BONDS

October 23, 2023

<b>Name of Notary</b>	<b>Personal Surety</b>	<b>Personal Surety</b>
<b>Myers Massengill II</b>	<b>L Carter Massengill</b>	<b>Daniel D. Coughlin</b>
<b>Melissa Paige Cook</b>	<b>Michael A. Still</b>	<b>Daniel R. Bieger</b>
<b>Samuel K. Ross</b>	<b>Pamela Ross</b>	<b>Jordan Carrier</b>
<b>Karen Dooley</b>	<b>Morgan Leblanc</b>	<b>Joseph Williamson</b>
<b>Rebekah Thacker</b>	<b>Douglas P. Williams</b>	<b>Earl K. Wilson</b>
<b>Jessica R. Lane</b>	<b>Helen Robinson</b>	<b>Lloyd Slaughter</b>

**UPON MOTION MADE BY COMM. GARDNER 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.**

**21 YES, 3 ABSENT**

# Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

48 Approval of Notaries Public

**Description**

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:20:45 PM  
**Voting stop time** 6:21:00 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
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	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 Commissioners  
243<sup>rd</sup> Annual Session**

**Consent Agenda**

**October 23, 2023**

Item 1           Resolution No. 2023-10-02 (CONSENT)

                  Sponsors: Cole/Cross

**RESOLUTION to Submit the 2023-2024 Tennessee Highway Safety Office Application for Impaired Driving Enforcement and multiple violations, Accept Funds and Appropriate Funds.**

Item 2           Resolution No. 2023-10-03 (CONSENT)

                  Sponsor(s): Ward/Cole

**RESOLUTION to accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Office of Criminal Justice Programs received through the State of Tennessee Alternative Electronic Monitoring Indigency Fund Grant Application.**

Item 3           Resolution No. 2023-10-04 (CONSENT)

                  Sponsor(s): Ward/Cole

**RESOLUTION to Accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Department of Commerce and Insurance received through the State of Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Application.**

Item 4           Resolution No. 2023-10-05 (CONSENT)

                  Sponsor(s): Ward/Cole

**RESOLUTION to Accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Office of Criminal Justice Programs received through the State of Tennessee Mental Health Transport Fund Grant Application.**

## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

46 Consent Agenda

**Description** On Consent, Items 1, 2, 3, 4

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:22:43 PM Motion to approve by Comm. Gardner  
**Voting stop time** 6:23:04 PM 2nd by Comm. Cross, Locke  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
Absent	3

**Group voting result**

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





**Item 6            Resolution No. 2023-10-07**

**APPROVED**

Sponsors: Akard/Crosswhite, et al

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE**

**Item 7            Resolution No. 2023-10-08**

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

Sponsors: Akard/Crosswhite, et al

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

**Item 8            Resolution No. 2023-10-09**

**APPROVED**

Sponsors: Locke/Gardner

**RESOLUTION TO APPROVE AN AMENDMENT TO THE DOWNTOWN KINGSFORT REDEVELOPMENT PLAN EXPANDING THE PROJECT SCOPE AND EXTENDING THE TIF PERIOD FOR THE DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT BRICKYARD VILLAGE PROJECT AREA**

**Item 9            Resolution No. 2023-10-10**

**APPROVED**

Sponsors: Harvey/Jones

**RESOLUTION TO seek funding from the State of Tennessee and other funding sources for the establishment of a Sullivan County Health Department in Bristol Tennessee.**

**Item 10          Resolution No. 2023-10-11**

**APPROVED**

Sponsors: Vanover/Crawford

**RESOLUTION TO AMEND FY 2023-2024 SOLID WASTE FUND BUDGET TO ACCOUNT FOR USE OF A \$20,000 USED AUTOMOTIVE FLUID RECYCLING GRANT FOR SULLIVAN COUNTY**

**Item 11      Resolution No. 2023-10-12**

**APPROVED**

Sponsors: Vanover/Crawford

**RESOLUTION to correct resolution No. 2023-8-05 to authorize Mayor and County Attorney to sign contract with Tennessee Department of Transportation for SR-93 (John B Dennis Highway), intersection at Bloomingdale Road (pin:129736.34, federal project number: n/a, state project number: 82s093-s3-005, contract number: 220107) and to authorize up to \$50,000 payment for county's share to come from existing Highway Department Fund Balance.**

**Item 12      Resolution No. 2023-10-13**

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

Sponsors: Ireson/Harvey

**RESOLUTION TO ESTABLISH AN AD HOC NON-PROFIT COMMITTEE. THIS COMMITTEE WILL CREATE A PROCESS FOR INITIAL APPLICATION, ANNUAL REPORTS, AND ANNUAL REAPPLICATION FOR NON-PROFIT ORGANIZATIONS TO FOLLOW WHEN REQUESTING FUNDS FROM THE SULLIVAN COUNTY COMMISSION.**

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

Item 1  
No. 2023-10-02

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October 2023.

**RESOLUTION to Submit the 2023-2024 Tennessee Highway Safety Office Application for Impaired Driving Enforcement and multiple violations, Accept Funds and Appropriate Funds.**

**WHEREAS**, the Sullivan County Sheriff's Office has administered the Tennessee Highway Safety Office grant for a number of years specifically to pay overtime for impaired driving detection and to purchase traffic safety equipment; and


**WHEREAS**, the 2023-2024 Community Based Traffic Safety Enforcement and Education grant application amount is \$80,000.00 with 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 Sheriff's Office to execute and submit the 2023-2024 Tennessee Highway Safety Office grant application in the amount of \$80,000.00 and approve the funds to be used as required for law enforcement 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 (\$80,000.00), as required by the grant contract. The revenue account code for the grant is 47990-914 and the expenditure account codes for the grant are 54110.100.914 (\$40,000.00) and 54110.400.914 (\$40,000.00) respectively.

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 23<sup>rd</sup> day of October, 2023.

Attested:   
Teresa Jacobs, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Sponsor: Comm. Michael Cole**

**Co-Sponsors: Comm. Andrew Cross, Comm. Travis Ward, Comm. Tony Leonard**

**2023-10-02 ACTIONS: 10/23/23 Approved on Consent 21 Yes, 3 Absent**

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

Item 2  
No. 2023-10-03

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October 2023.

**RESOLUTION to Accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Office of Criminal Justice Programs received through the State of Tennessee Alternative Electronic Monitoring Indigency Fund Grant Application.**

WHEREAS, the Tennessee Office of Criminal Justice Programs has grant funding available for Electronic Monitoring devices utilized by persons who have been found to be indigent; and

WHEREAS, the Sullivan County Sheriff's Office applied for the EMIF grant funding that will benefit the Sullivan County Sheriff's Office through the payment of \$85 per device-month for persons found indigent; and

WHEREAS, the Sullivan County Sheriff's Office's share of funding from the grant application approved by Tennessee Office of Criminal Justice Programs is in the amount of \$23,205.00 and no matching funds required; and

WHEREAS, \$23,205.00 of the grant funds are for FY 2023-2024 and unspent funds at the end of fiscal year must be retained, utilized, and applied to future qualifying Alternate Electronic Monitoring Costs .

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Sheriff's Office to accept these EMIF grant funds from the State of Tennessee in the amount of \$23,205.00 and approve the funds to be used as required 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 (\$23,205.00), 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 23rd day of October, 2023.

Attest: Teresa Jacobs  
Teresa Jacobs, County Clerk

Approve:

Richard S. Venable  
Richard Venable, Mayor

**Sponsored By: Comm. Travis Ward**  
**Co-Sponsor(s): Comm. Michael Cole**

**2023-10-03 ACTIONS:** 10/23/23 Approved on Consent 21 Yes, 3 Absent

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

Item 3  
No. 2023-10-04

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October 2023.

**RESOLUTION to Accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Department of Commerce and Insurance received Through the State of Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant Application.**

WHEREAS, the Department of Commerce and Insurance Programs has grant funding available for Tennessee Law Enforcement Hiring, Training, and Recruitment; and

WHEREAS, the Sullivan County Sheriff's Office applied for the grant funding that will benefit the Sullivan County Sheriff's Office through the payment of Recruitment/Retention payments to Eligible Officers that were hired after May 1, 2023;

WHEREAS, the Sullivan County Sheriff's Office's share of funding from the grant application approved by Tennessee Department of Commerce and Insurance is in the amount of \$200,000 and no matching funds required to be utilized from FY 24 – FY 28. The breakdown of these grant funds are shown below; and

FY 24	\$40,000
FY25	\$40,000
FY 26	\$40,000
FY 27	\$40,000
FY 28	\$40,000
<b>Total</b>	<b>\$200,000</b>

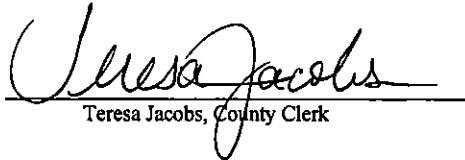
**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Sheriff's Office to accept these Tennessee Law Enforcement Hiring, Training, and Recruitment grant funds from the State of Tennessee in the amount of \$200,000 and approve the funds to be used as required by the Sullivan County Sheriff's Office.

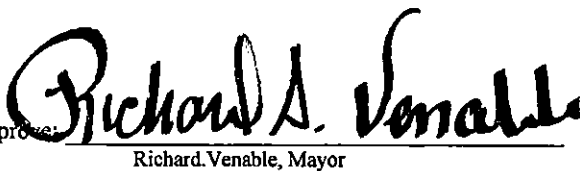
**BE IT FURTHER RESOLVED** that upon approval of said grant application, Sullivan County is hereby authorized to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$200,000), as required by the grant contract. The revenue and expenditure account codes for the grant are 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 23rd day of October, 2023.

Attest:   
Teresa Jacobs, County Clerk

Approve:   
Richard Venable, Mayor

**Sponsored By: Travis Ward**  
**Co-Sponsor(s): Michael Cole**

**2023-10-04 ACTIONS:** 10/23/23 Approved on Consent 21 Yes, 3 Absent



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

Item 4  
No. 2023-10-05

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October, 2023.

**RESOLUTION to Accept Funds and Appropriate Funds to the Sullivan County Sheriff's Office from the Office of Criminal Justice Programs received Through the State of Tennessee Mental Health Transport Fund Grant Application.**

WHEREAS, the Tennessee Office of Criminal Justice Programs has grant funding available for the Transport of Mental Health patients; and

WHEREAS, the Sullivan County Sheriff's Office applied for the Mental Health Transport grant funding that will benefit the Sullivan County Sheriff's Office through the payment funding needed to transport individuals in the Sullivan County area with Mental Health issues; and

WHEREAS, the Sullivan County Sheriff's Office's share of funding from the grant application approved by Tennessee Office of Criminal Justice Programs is in the amount of \$471,114 and no matching funds required; and

WHEREAS, \$471,114 of the grant funds are for FY 2023-2024 and unspent funds at the end of fiscal year must be retained, utilized, and applied to future qualifying Costs.

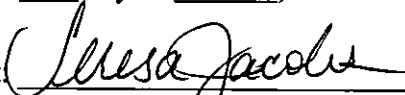
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Sheriff's Office to accept these Mental Health Transport grant funds from the State of Tennessee in the amount of \$471,114 and approve the funds to be used as required by the Sullivan County Sheriff's Office.

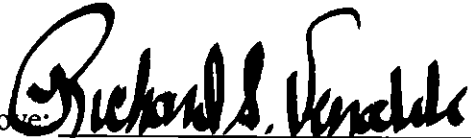
BE IT FURTHER RESOLVED that upon approval of said grant application, Sullivan County is hereby authorized to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$471,114), as required by the grant contract. The revenue and expenditure account codes for the grant are to 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 23rd day of October, 2023.

Attest:   
Teresa Jacobs, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Sponsored By: Travis Ward**

**Co-Sponsor(s): Michael Cole**

**2023-10-05 ACTIONS: 10/23/23 Approved on Consent 21 Yes, 3 Absent**

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

Item 5  
No. 2023-10-06

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23rd day of October 2023.

Resolutions as caption below are being presented for individual approval for the October 23 meeting.

**1. INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE**

**2. A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THERE FROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

To clarify, the \$17M includes the EMS building for Colonial Heights, the Kingsport Justice center renovation, and the improvements to the Blountville School (Campus), including other issuance cost.

Note: Detailed resolutions are available in the County Mayor's office upon request.

Waiver of the Rules requested.

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

Duly passed and approved this 23rd day of October, 2023.

Attest:   
Teresa Jacobs, County Clerk

Approve:   
Richard S. Venable, County Mayor

Sponsored by: Commissioner David Akard

Prime Co-Sponsor(s): Commissioner Joyce Crosswhite, Tony Leonard, Dwight King, Sam Jones, Darlene Calton, Archie Pierce

**2023-10-06 ACTIONS:** 10/23/23 Approved 16 Yes, 5 No, 3 Absent

During the discussion on Item #7, a motion was made by Commissioner Slagle to reconsider Item #5. 2<sup>nd</sup> by Commissioners Glover, Cross and Carr. Roll Call vote was taken and approved with a vote of 14 Yes, 7 No, 3 Absent, however, Co. Atty. Dan Street advised afterward that due to Slagle being on the opposing side on the resolution, he was unable to bring it up for reconsideration.

## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

4 Item 5 Resolution No. 2023-010-06 Sponsors: Akard/Crosswhite, Leonard, King, Jones, Calton, Pierce  
Vote

**Description** RESOLUTION to authorize the Issuance of Not to Exceed \$17,000,000.00 General Obligation Public Improvement Bonds of Sullivan County, Tennessee.

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:25:04 PM

**Voting stop time** 6:25:39 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	16
Abstain	0
No	5
Total Present	21
Absent	3

**Group voting result**

Group	Yes	No	Absent
No group	16	5	0
<b>Total result</b>	<b>16</b>	<b>5</b>	<b>3</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 October 23 2023

10/23/2023

Motion to reconsider Item 5

**Description**

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 7:05:04 PM  
**Voting stop time** 7:05:23 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	14
Abstain	0
No	7
Total Present	21
Absent	3

**Group voting result**

Group	Yes	No	Absent
No group	14	7	0
<b>Total result</b>	<b>14</b>	<b>7</b>	<b>03</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			

\* During the discussion on Item #7, a motion was made by Commissioner Slagle to reconsider Item #5, 2<sup>nd</sup> by Commissioners Glover, Cross and Carr. Roll Call vote was taken and approved with a vote of 14 Yes, 7 No, 3 Absent, however, Co. Atty. Dan Street advised afterward that due to Slagle being on the opposing side on the resolution, he was unable to bring it up for reconsideration.

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

Item 6  
No. 2023-10-07

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE**

**BE IT RESOLVED** by the Board of County Commissioners of Sullivan County, Tennessee (the "County") that for the purpose of providing funds for the (i) construction, renovation, equipping and improving of County archives, emergency management services, administrative and justice facilities, (ii) acquisition of all property, real and personal, appurtenant to the foregoing (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing, (iv) reimbursement to the County for funds previously expended for any of the foregoing, and (v) payment of costs incident to the issuance and sale of such bonds authorized herein, there shall be issued bonds of the County in the aggregate principal amount of not to exceed \$17,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

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

**NOTICE**

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

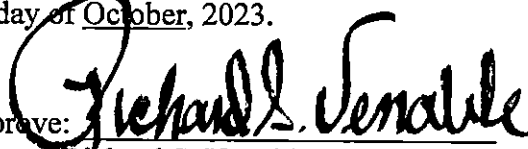
**BE IT FURTHER RESOLVED** by the Board of County Commissioners of the County that this initial resolution shall take effect from and after its adoption, the welfare of the County requiring it.

ADOPTED AND APPROVED this 23<sup>rd</sup> day of October, 2023.

Attest:

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

Approve:

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

# Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

4.1 Item 6 Resolution No. 2023-10-07 Sponsors:  
Vote

**Description** INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:26:59 PM

**Voting stop time** 6:27:15 PM

**Voting configuration** Vote

**Voting mode** Open

**Vote result**

Yes	16
Abstain	0
No	5
Total Present	21
Absent	3

**Group voting result**

Group	Yes	No	Absent
No group	16	5	0
<b>Total result</b>	<b>16</b>	<b>5</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	

Sponsored by: Commissioner David Akard  
Prime Co-Sponsor(s): Commissioners Joyce Crosswhite, Tony Leonard, Dwight King, Sam Jones,  
Darlene Calton, Archie Pierce  
**2023-10-06 ACTIONS:** 10/23/23 Approved 16 Yes, 5 No, 3 Absent

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STATE OF TENNESSEE )

COUNTY OF SULLIVAN )

I, Teresa Jacobs, hereby certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee (the "County") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the Board of County Commissioners of the County at its October 23, 2023 meeting; and (2) that a quorum of the members of the Board of County Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of the County, this 23rd day of October 2023.

\_\_\_\_\_  
County Clerk

(SEAL)



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

Item 7  
No. 2023-10-08

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23rd day of October 2023.

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

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

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) construction, renovation, equipping and improving of County archives, emergency management services, administrative and justice facilities, (ii) acquisition of all property, real and personal, appurtenant to the foregoing, (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing, (iv) reimbursement to the County for funds previously expended for any of the foregoing, and (v) payment of costs incident to the issuance and sale of such bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$17,000,000 for the purposes described above; and

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

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$17,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

- (a) “Bonds” means the not to exceed \$17,000,000 General Obligation Public Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.
- (b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.
- (c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
- (d) “County Mayor” shall mean the County Mayor of the County.
- (e) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (f) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (g) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (h) “Governing Body” means the Board of County Commissioners of the County.
- (i) “Municipal Advisor” for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee.

- (j) “Projects” means the (i) construction, renovation, equipping and improving of County archives, emergency management services, administrative and justice facilities; (ii) acquisition of all related real and personal property; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.
- (k) “Registration Agent” means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

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

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy.
- (b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body by the Municipal Advisor and are attached hereto as Exhibit A.
- (c) Attached hereto as Exhibit B is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letter.

Section 4. *Authorization and Terms of the Bonds.*

- (a) For the purpose of providing funds to (i) finance, in whole or in part, the cost of the Projects and costs incident thereto, (ii) reimburse the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable, and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$17,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Public Improvement Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on May 1 and November 1 in each year, commencing May 1, 2024. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on May 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2024 through 2043, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.
- (b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:
- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
  - (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

- (c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as in the manner described in subsection (b) above.

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

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the

redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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



- (g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.
- (i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial

Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

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

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

- (j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.
  
- (k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.
  
- (l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

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

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

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SULLIVAN  
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Sullivan County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on May 1, 2024, and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in

the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by

the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

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

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County to finance the cost of the (i) construction, renovation, equipping and improving of County archives, emergency management services, administrative and justice facilities; (ii) acquisition of all real and personal property; appurtenant thereto (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for

funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 23, 2023 (the "Resolution").

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

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

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

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

SULLIVAN COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk



Transferable and payable at the designated corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

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

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Sullivan County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

**Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and**

***for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.***

**Section 8. Sale of Bonds.**

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.
- (b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
- (c) The County Mayor is further authorized with respect to each series of Bonds to:
  - (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;
  - (2) change the designation of the Bonds, or any series thereof, to a designation other than “General Obligation Public Improvement Bonds” and to specify the series designation of the Bonds, or any series thereof;
  - (3) change the first interest payment date on the Bonds, or any series thereof, to a date other than May 1, 2024, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be after the end of calendar year 2044; and (C) that the Bonds are not “balloon debt” as defined by Section 9-21-134, Tenn. Code Ann.

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

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

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

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

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

- (e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.
- (f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract or a supplement to a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.
- (g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

**Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2023 County Construction Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the County Project Fund shall be disbursed solely to pay the costs of the Projects (or reimburse the County for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of such Bonds. Moneys in the Project Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the County Mayor (i) retained in the Project Fund to the extent needed for the Projects; or (iii) transferred to the County's debt service fund to the extent needed to fund the payment of interest on the Bonds through the completion of the Projects. To the extent permitted by applicable law, after completion of the Projects, any funds remaining in the Project Fund, including earnings from such investments, may be applied to other County capital projects which have been properly authorized by an initial resolution which has been published without protest, or may be deposited to the County's debt service fund. The disposition of the proceeds of the Bonds, including any**

***investment earnings thereon, shall be consistent with the terms of the federal tax certificate and agreement described in Section 12.***

(a) Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

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

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

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

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

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

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section,

Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

**Section 12. Federal Tax Matters Related to the Bonds.**

- (a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
- (c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver a federal tax certificate and agreement, and all such other certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

**Section 13. Continuing Disclosure. *The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.***

**Section 14. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.**

**Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.**

**Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.**

**Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.**

Duly adopted and approved this \_\_\_\_ of \_\_\_\_\_, 2023.

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

Sponsored by: Commissioner David Akard  
Prime Co-Sponsor(s): Commissioners Crosswhite, Leonard, King, Jones, Calton, Pierce  
**2023-10-06 ACTIONS:** 10/23/23 1<sup>st</sup> Reading

Comm. Means made a motion to table Item #7 until next month. 2<sup>nd</sup> by Comm. Carr. Roll Call vote was taken and failed. 6 Yes, 15 No, 3 Absent. Comm. Means then moved to separate the question and break out the Blountville School campus. Chair ruled it was out of order due to the fact the resolution is to approve \$17,000,000 in bonds and the money is not specifically allocated.

Comm. Slagle made a motion to reduce the bond amount by \$8,000,000. 2<sup>nd</sup> by Comm. Hayes, Glover and Ward. This motion was later withdrawn by Sponsor without objection.

Comm. Akard, who is Sponsor of the resolution, requested to recall his request for immediate introduction and adoption of resolution and place it on 1<sup>st</sup> Reading. Chair ruled this is allowed. Chair also ruled that Items #5 and #6 will stand alone separately from Item #7 because they were already adopted and approved. Comm. Slagle then made a motion to reconsider Item #5 with a 2<sup>nd</sup> by Comm. Cross, Ward. Roll call vote taken and approved. 14 Yes, 7 No, 3 Absent. Atty. Dan Street advised the commission that Comm. Slagle can not make a motion to reconsider Item #5 because he voted against the resolution.



Comm. Cross then made a motion to reconsider Item #5, however, if the Sponsor would move to place the resolution on 1<sup>st</sup> Reading, he will withdraw his motion to reconsider.  
Sponsor moved to place Item #5 on 1<sup>st</sup> Reading without objection.

## **DRAFT COPY**

### **THE BLOUNTVILLE SCHOOL CAMPUS PROPOSED IMPROVEMENTS**

The final details cannot be determined until timing and the exact amount of the funding is available. The items getting priority are as follows:

At least 2 baseball fields, A softball field, At least one pickleball field, Parking space for all facilities including the conference facility providing 300 attendees, Conference room with seating for at least 300 attendees, Farmers Market, Signage for overall facility as well as the individual buildings, A directory for all facilities/ buildings, Upgrades for the 2 gymnasiums, Develop and upgrade office spaces, At least 1 additional elevator in the middle school portion, Landscaping for all the site, Lighting for the grounds and fields, Including existing parking spaces, Childrens playground upgraded as space permits, Concessions for all outdoor activities, Upgrade/replace outdoor bleachers as needed and Professional Services as needed for design and layout.

This is not supposed to be all inclusive based upon how space, resources and needs come together regarding available space, funding, and available space for each as well as available funding.

## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

Motion to table Item 7

**Description**

**Chairman** Venable, Richard

**Total vote result**

**Voting start time** 6:32:05 PM  
**Voting stop time** 6:32:40 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	6
Abstain	0
No	15
Total Present	21
Absent	3

**Group voting result**

Group	Yes	No	Absent
No group	6	15	0
<b>Total result</b>	<b>6</b>	<b>15</b>	<b>0 3</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			

STATE OF TENNESSEE )

COUNTY OF SULLIVAN )

I, Teresa Jacobs, certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 23, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said County on this \_\_\_\_ day of \_\_\_\_\_,  
2023.

\_\_\_\_\_  
County Clerk

(SEAL)

EXHIBIT A

Estimated Debt Service and Issuance Costs

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/03/2023	-	-	-	-	-
05/01/2024	600,000.00	3.450%	308,282.40	908,282.40	-
06/30/2024	-	-	-	-	908,282.40
11/01/2024	-	-	301,396.25	301,396.25	-
05/01/2025	630,000.00	3.450%	301,396.25	931,396.25	-
06/30/2025	-	-	-	-	1,232,792.50
11/01/2025	-	-	290,528.75	290,528.75	-
05/01/2026	650,000.00	3.200%	290,528.75	940,528.75	-
06/30/2026	-	-	-	-	1,231,057.50
11/01/2026	-	-	280,128.75	280,128.75	-
05/01/2027	675,000.00	3.200%	280,128.75	955,128.75	-
06/30/2027	-	-	-	-	1,235,257.50
11/01/2027	-	-	269,328.75	269,328.75	-
05/01/2028	695,000.00	3.250%	269,328.75	964,328.75	-
06/30/2028	-	-	-	-	1,233,657.50
11/01/2028	-	-	258,035.00	258,035.00	-
05/01/2029	715,000.00	3.100%	258,035.00	973,035.00	-
06/30/2029	-	-	-	-	1,231,070.00
11/01/2029	-	-	246,952.50	246,952.50	-
05/01/2030	740,000.00	3.100%	246,952.50	986,952.50	-
06/30/2030	-	-	-	-	1,233,905.00
11/01/2030	-	-	235,482.50	235,482.50	-
05/01/2031	765,000.00	3.150%	235,482.50	1,000,482.50	-
06/30/2031	-	-	-	-	1,235,965.00
11/01/2031	-	-	223,433.75	223,433.75	-
05/01/2032	785,000.00	3.200%	223,433.75	1,008,433.75	-
06/30/2032	-	-	-	-	1,231,867.50
11/01/2032	-	-	210,873.75	210,873.75	-
05/01/2033	810,000.00	3.200%	210,873.75	1,020,873.75	-
06/30/2033	-	-	-	-	1,231,747.50
11/01/2033	-	-	197,913.75	197,913.75	-
05/01/2034	840,000.00	3.250%	197,913.75	1,037,913.75	-
06/30/2034	-	-	-	-	1,235,827.50
11/01/2034	-	-	184,263.75	184,263.75	-
05/01/2035	865,000.00	3.400%	184,263.75	1,049,263.75	-
06/30/2035	-	-	-	-	1,233,527.50
11/01/2035	-	-	169,558.75	169,558.75	-
05/01/2036	895,000.00	3.550%	169,558.75	1,064,558.75	-
06/30/2036	-	-	-	-	1,234,117.50
11/01/2036	-	-	153,672.50	153,672.50	-
05/01/2037	925,000.00	3.650%	153,672.50	1,078,672.50	-
06/30/2037	-	-	-	-	1,232,345.00
11/01/2037	-	-	136,791.25	136,791.25	-



Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2038	960,000.00	4.250%	136,791.25	1,096,791.25	-
06/30/2038	-	-	-	-	1,233,582.50
11/01/2038	-	-	116,391.25	116,391.25	-
05/01/2039	1,000,000.00	4.250%	116,391.25	1,116,391.25	-
06/30/2039	-	-	-	-	1,232,782.50
11/01/2039	-	-	95,141.25	95,141.25	-
05/01/2040	1,045,000.00	4.250%	95,141.25	1,140,141.25	-
06/30/2040	-	-	-	-	1,235,282.50
11/01/2040	-	-	72,935.00	72,935.00	-
05/01/2041	1,090,000.00	4.250%	72,935.00	1,162,935.00	-
06/30/2041	-	-	-	-	1,235,870.00
11/01/2041	-	-	49,772.50	49,772.50	-
05/01/2042	1,135,000.00	4.300%	49,772.50	1,184,772.50	-
06/30/2042	-	-	-	-	1,234,545.00
11/01/2042	-	-	25,370.00	25,370.00	-
05/01/2043	1,180,000.00	4.300%	25,370.00	1,205,370.00	-
06/30/2043	-	-	-	-	1,230,740.00
<b>Total</b>	<b>\$17,000,000.00</b>	<b>-</b>	<b>\$7,344,222.40</b>	<b>\$24,344,222.40</b>	<b>-</b>

**COSTS OF ISSUANCE DETAIL\***

Licensed Municipal Advisor.....	\$67,500.00
Bond Counsel.....	\$25,000.00
Rating Agency Fee.....	\$25,500.00
Registration/Paying Agent.....	\$750.00
I-Preo Electronic Bidding.....	\$1,365.63
<b>TOTAL.....</b>	<b>\$120,115.63</b>

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



EXHIBIT B

Engagement Letter

[Letterhead of Bass, Berry & Sims PLC]

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

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

**Re: Issuance of Not to Exceed \$17,000,000 in Aggregate Principal Amount of  
General Obligation Public Improvement Bonds, Series 2023**

Dear County Mayor:

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

**SCOPE OF ENGAGEMENT**

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

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

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").



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

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

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





## ATTORNEY-CLIENT RELATIONSHIP

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

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

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

## FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$25,000. The fee quoted above will include all out-of-pocket expenses advanced for your benefit. It is our understanding that the Bonds may be issued together with the remaining authorization of previously authorized bonds for the Project and, if so, this fee may be adjusted to reflect the issuance of a single series of bonds.

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

## RECORDS

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



## **OTHER MATTERS**

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

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

## **CONCLUSION**

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

36459283.2



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

Item 8  
No. 2023-10-09

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23rd day of October 2023.

**RESOLUTION TO APPROVE AN AMENDMENT TO THE DOWNTOWN KINGSFORT REDEVELOPMENT PLAN EXPANDING THE PROJECT SCOPE AND EXTENDING THE TIF PERIOD FOR THE DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT BRICKYARD VILLAGE PROJECT AREA**

WHEREAS, a Redevelopment Plan as amended from time to time has been previously approved for the Brickyard Village Project Area of the Downtown Kingsport Redevelopment District (the “District”) by the City of Kingsport, Tennessee (the “City”) and Sullivan County, Tennessee (the “County”); and

WHEREAS, said Redevelopment Plan anticipated the possible use of tax-increment financing (“TIF”) as part of the redevelopment process; and

WHEREAS, subsequently a Tax Increment Financing Amendment to the Downtown Kingsport Redevelopment Plan for benefit of the Brickyard Village Project Area was approved by the City by Resolution AF: 256-2022 and the County by Resolution No. 2022-08-73 authorizing Tax Increment Financing for an amount up to \$9,500,000 and for up to a 25 year increment period in order to incentivize the project developer to perform the utility/site work and cause the construction of approximately 374 new housing units to be known as Brickyard Village (the “Redevelopment Project”); and

WHEREAS, as a result of unanticipated circumstances, the developer has revised its construction schedule and expanded the scope of the Redevelopment Project by increasing the total approximate unit count for the Redevelopment Project from 374 to 465 and revising the mix of unit type; and

WHEREAS, in order to extend the deadlines for construction completion by two years, the TIF Amendment must be amended to extend the final approved TIF tax year from 2054 to 2056 but still allowing for a total TIF amortization period for each project phase of no more than 25 years; and

WHEREAS, a public hearing was held by KHRA on October 5, 2023, as required under T.C.A. § 13-20-201, et. seq. seeking public input on the proposed amendment to the TIF Amendment for the Downtown Kingsport Redevelopment Plan to extend the final tax year



permitted by the TIF Financing Amendment by two years until 2056 and to revise the total unit mix and increase the required unit count to 464 (the "Amendment"); and

WHEREAS, KHRA has recommended the adoption of the proposed Amendment; and

WHEREAS, the Sullivan County Commission believes it is in the best interests of all parties including the City and County to amend the Redevelopment Plan to allow the developer to increase the scope of the Redevelopment Project, revise the unit count and to allow the Tax Increment revenues to continue to be allocated to KHRA through tax year 2056 as necessary for Developer's revised construction schedule.

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

1. The Amendment to the existing Tax Increment Financing Amendment to the Downtown Kingsport Redevelopment Plan, a copy of which is attached as Exhibit A hereto and the findings contained therein are hereby approved and adopted by the Sullivan County Commission.
2. That use of tax increment financing as described in the Downtown Kingsport Redevelopment District Redevelopment Plan as amended for use in support of the project known as Brickyard Village project is hereby approved.
3. That the Sullivan County Mayor and Sullivan County Assessor are hereby authorized and empowered to negotiate and execute all such documents as may be reasonably required to implement this Plan.
4. That KHRA is hereby authorized and empowered to implement the Redevelopment Plan as amended, including the use of tax increment financing, on behalf of Sullivan County through the execution of a Redevelopment Agreement and other agreements deemed appropriate by KHRA.
5. This resolution is restricted solely to the Downtown Kingsport Redevelopment District and the Brickyard Village Project is not an approval or denial of any other Redevelopment Plan, Project or District.

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 23rd day of October, 2023.

Attest: Teresa Jacobs  
Teresa Jacobs, County Clerk

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



Sponsor: Commissioner Hunter Locke  
Co-Sponsors: Commissioner John Gardner

**2023-10-09 ACTIONS:** 10/23/23 Approved as amended 20 Yes, 4 Absent  
Amended by Sponsor to add the words “multi and” before the words single family homes  
in Exhibit C.



## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

40 Item 8 Resolution No. 2023-09-08 Sponsors: Locke/  
Vote

**Description**

RESOLUTION TO APPROVE AN AMENDMENT TO THE DOWNTOWN KINGSFORT REDEVELOPMENT PLAN EXPANDING THE PROJECT SCOPE AND EXTENDING THE TIF PERIOD FOR THE DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT BRICKYARD VILLAGE PROJECT AREA

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 7:41:19 PM  
**Voting stop time** 7:41:39 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	20
Abstain	0
No	0
Total Present	20
Absent	4

**Group voting result**

Group	Yes	Absent
No group	20	0
<b>Total result</b>	<b>20</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			

**Exhibit A**

**DOWNTOWN KINGSPORT REDEVELOPMENT DISTRICT  
BRICKYARD VILLAGE PROJECT  
TAX INCREMENT FINANCING AMENDMENT  
AS AMENDED OCTOBER 2023**

Tax-increment financing (“TIF”) is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for a single family residential redevelopment project known as Brickyard Village (“Brickyard Village”) to be located within the existing Downtown Kingsport Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

**A. District History.**

The Downtown Kingsport Redevelopment District was designated as a Redevelopment District by Kingsport Housing & Redevelopment Authority (“KHRA”) in 2001 and later revised to include a TIF Amendment for the District in 2008. The Redevelopment District was expanded in 2021 to include the areas commonly known as Brickyard Park and Cement Hill. The Downtown Kingsport Redevelopment District includes over 300 acres of real property and hundreds of tax parcels which contains a wide variety of commercial and residential uses.

The Cement Hill section of the Expansion Area consists of approximately 38 acres of vacant land which was previously industrially developed land used for the Penn-Dixie Cement Plant. This property currently is subject to restrictions on disturbing portions of the land due to its industrial nature with cement kiln dust being buried. As a result, this property has been vacant for decades and is in need of redevelopment.

The Brickyard Park section of the Expansion Area consists of approximately 109 acres which was previously used for various industrial purposes including the production of bricks. However, this property has remained vacant and underutilized since the plant closed in 2008. Approximately 57 acres of this property is currently subject to a Brownfield Voluntary Agreement with the Tennessee Department of Environment and Conservation and is further subject to Land Use Restrictions of record in Deed Book 3465 Page 493 of the Register of Deeds of Sullivan County, Tennessee which place limits on the types of and manner of development of the property. This property also contains significant sections of deteriorated concrete and asphalt which will need to be removed prior to any redevelopment. A portion of this property has been redeveloped by the City of Kingsport as a park but the remaining portion remains vacant and in need of redevelopment.

The Downtown Kingsport Redevelopment District is shown on the map attached as Exhibit One (“Redevelopment District”). The Brickyard Village Project Area of the



Downtown Kingsport Redevelopment District is shown on the map attached as Exhibit Two (“Project Area”). The Brickyard Village project is adjacent to the City’s central business district of Downtown Kingsport and its redevelopment will serve as a catalyst for improvements in the entire Redevelopment District.

The Project Area of the Redevelopment District is currently vacant and consists of large concrete and asphalt areas which are dilapidated and constitutes a deleterious land use which negatively impacts the welfare of the neighboring areas. As noted above, approximately 57 acres of this property is currently subject to a Brownfield Voluntary Agreement with the Tennessee Department of Environment and Conservation and is further subject to Land Use Restrictions which place limits on the types of and manner of development of the property. Delay of the redevelopment of the Project Area will continue to have a blighting influence on the adjacent areas. The use of TIF will allow the redevelopment of a site which has remained undeveloped for many years. The existing blight within the Project Area would be eliminated by implementation of the proposed Redevelopment Project. The presence of approximately 464 new housing units will substantially increase economic activity in and around the Redevelopment District. Redevelopment of this area via the proposed Project would also help alleviate the shortage of housing options in the Kingsport and Sullivan County markets which are critical to assist area businesses in recruiting new employees to the area.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA has determined that the District is blighted as defined by TCA 13-20-201 et seq. The District and the Project Area experiences the following conditions:

1. Long-term vacant and underutilized property.
2. Deleterious land use.
3. Dilapidated improvements
4. Blighting effect of the continued vacancy and deterioration of the property and impact to the surrounding properties including increased crime in the Redevelopment District

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted and deteriorated conditions.

**B. District Zoning and Land Use.**

The redevelopment of the district shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. KHRA shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the





requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property is currently zoned Planned Development (PD) by the City of Kingsport with no plans to revise that designation.

The City and KHRA will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Brickyard TN, LLC (the “Developer”) for Brickyard Village is \$101,481,398. Substantial investment will also be made through the construction of *multi and* single family homes by third party contractors on lots set aside for resale. The proposed improvements to be performed by the Developer include removal of the existing asphalt, grading, storm water and utilities, public and private roads, sidewalks, landscaping, lighting, an event space to be donated to the City and other related amenities. The housing units to be constructed are as follows:

	Approx. # of Units	Square
Footage		
1500	92	1200-
1300	288	750 -
up	83	1500 and
Community Building	1	
Total Units	464	

(hereafter the “Redevelopment Project”).

In order to give KHRA and the Developer flexibility in the event of future unforeseen market or site conditions, KHRA may deem Developer to be in compliance with the above units count requirements provided the final unit count in any given category and the total unit count is at least ninety percent (90%) of the units counts listed above. In addition, KHRA will be paid an annual administration fee equal to five percent of the total annual tax increment revenue received by KHRA. The Project will be located upon a portion of the following tax parcels: Sullivan County Tax Map 046P, Group F, Control Map 046P, Parcels 009.00 and 010.50. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.



D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project are developer equity and loan proceeds in the approximate amount of \$ 91,679,398.00 from a permanent loan to the Developer and tax increment based debt (to be issued by the KHRA in the form of bonds, notes, or other indebtedness) in a total amount not to exceed \$ 9,500,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized within the time periods provided herein, all of which is hereby authorized by City of Kingsport (the "City") and Sullivan County, Tennessee (the "County"). Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a 25-year principal amortization period.

The total current property tax assessment for the Project Area is \$ 0. This results in annual property tax payments to the City in the amount of \$ 0 and annual property tax payments to the County in the amount of \$ 0. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$ 27,772,800 (based on a \$75,075,752 tax appraised value). Based on current tax rates, this would result in total estimated annual city taxes of \$ 554,956 and total estimated annual county taxes of \$668,269. Because Sullivan County has dedicated \$0.3369 of its \$ 2.4062 tax rate for repayment of indebtedness and the City of Kingsport has dedicated \$0.33 of its \$ 1.9982 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the statutory debt service set aside but prior to any county holdback is \$574,702. The estimated total available increment from City of Kingsport taxes after statutory debt service set aside but prior to any holdback is \$ 463,305. However, this amendment provides in Paragraph G that 10% of the tax increment shall be retained by the City and County resulting in an estimated total annual available tax increment after holdbacks and KHRA administrative fees of \$ 887,497. The combined new tax revenue above the current base as a result of this Project would be \$151,036 to the County and \$137,980 for the City. A detailed calculation of these estimated projections is attached hereto as Exhibit Three. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The principal amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than 25 years. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May 15, 2057. Upon retirement of all bonds, loans, or other indebtedness incurred and payable from tax-increment funds, or at such time as monies on deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.



F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Kingsport's real property tax base for the 2019 tax year is approximately \$ 1,878,156,270. The total assessment of Sullivan County's real property tax base for the 2019 tax year is approximately \$3,847,748,820. The current assessment of the Project Area represents 0.0000% of the City of Kingsport's property tax base and 0.0% of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 1.24 % of the current City of Kingsport tax base and 0.6% of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The development of the Redevelopment Project will result in additional residents and economic activity within the Redevelopment District. It is estimated approximately 782 total jobs could be created during the construction phase of the Redevelopment Project with at total annual economic impact of \$ \$5,790,000 to this area. In addition, the long term impact includes the addition of residents to the Downtown Kingsport area which results in significant additional local taxes and other revenue for local governments. While all these numbers rely on certain assumptions and projections, the end result of the Redevelopment Project is that a need for housing has been met and the City and County will receive a substantial economic boost.

G. Division of Property Taxes.

Upon approval of this Amendment, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2022 tax year (which is the year of approval of this TIF amendment) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part 17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, ninety percent (90%) of all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project



contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining ten percent (10%) of all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to the respective taxing agencies in the same manner as taxes on all other property are paid.

3. Upon retirement of all bonds, loans or other indebtedness incurred by KHRA and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and KHRA shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2056.

#### H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to KHRA pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to KHRA, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

#### I. Documentation for Assessor's Office.

Upon approval of this Amendment, KHRA shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the



boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph G but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.



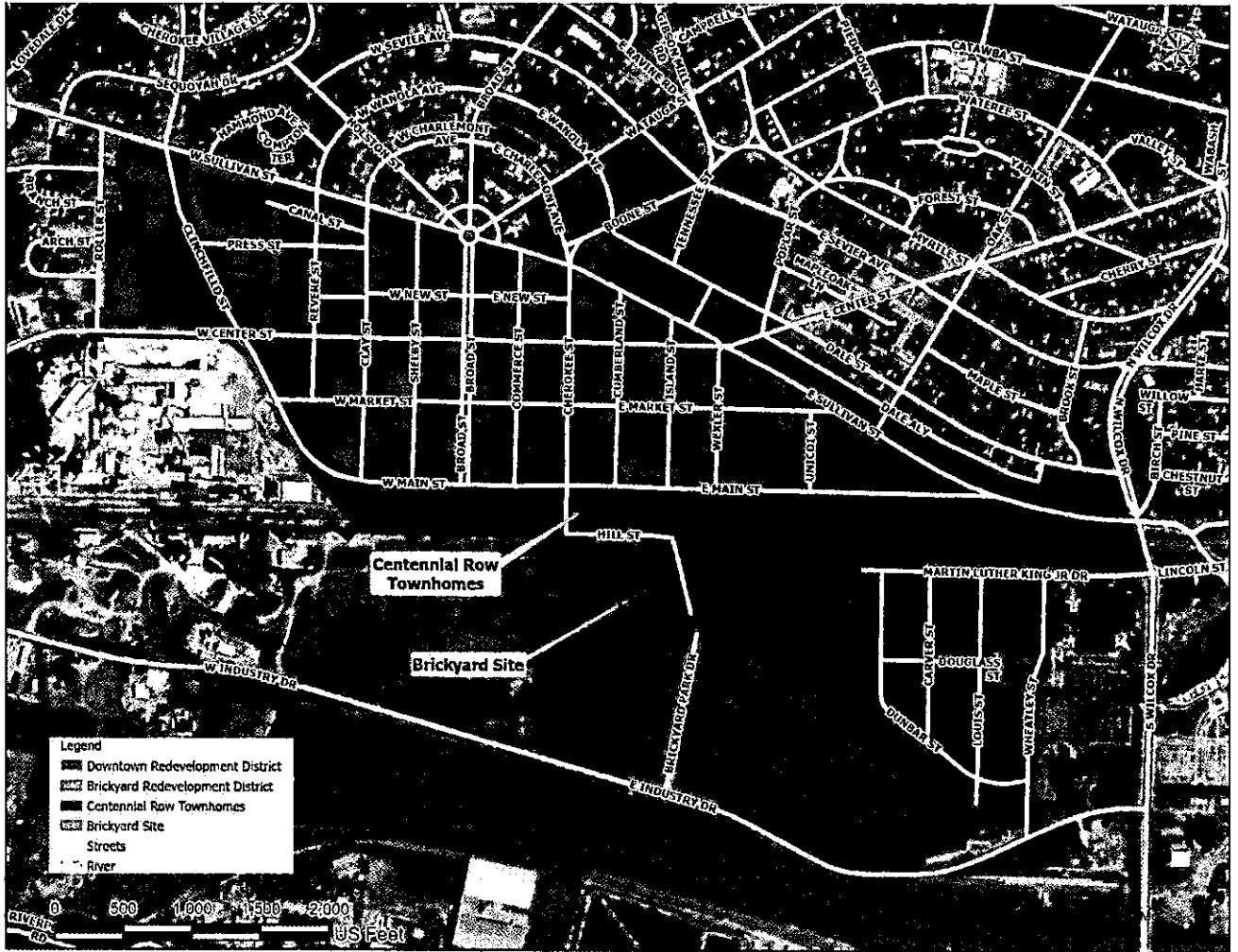
L. Conditions of Tax Increment.

KHRA shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by KHRA including provisions that obligate the Developer to construct or cause the construction of the housing units and other improvements as set forth in this plan. The redevelopment agreement to be entered into between KHRA and Developer shall contain such terms as KHRA believes reasonably necessary to accomplish this purpose. The tax increment financing authorized pursuant to this Amendment may be divided into multiple separate TIF loans which may be phased in such manner, in such amounts and on such terms as KHRA deems advisable. KHRA shall also have the authority to group the various tax parcels to be created within Project Area into separate TIF zones as it deems advisable and pledge the TIF revenue from each separate TIF zone for the repayment of separate TIF loans as it deems advisable to achieve the purposes of this Amendment. However in no event shall the combined loan amounts for the Project Area as a whole exceed \$9,500,000.00, nor shall the principal amortization period for any TIF Indebtedness exceed 25 years and in no event shall the TIF Revenue from any portion of the Project Area be allocated beyond the tax year 2056. Pursuant to Tenn. Code Ann. 9-23-103, KHRA may separately group one (1) or more parcels within the Project Area for purposes of calculating and allocating the tax increment revenues hereunder, and in such cases, the allocation of tax increment revenues shall be calculated and made based upon each such parcel or group of parcels, and not the entire area subject to the plan. KHRA may also allocate the tax increment revenues with respect to any parcel or group of parcels within the Project Area to begin in different years in order to match tax increment revenues with the purposes for which such revenues will be applied as determined in KHRA's discretion but in no event shall the TIF Revenue for any portion of the Project Area be allocated for more than 25 years in total.



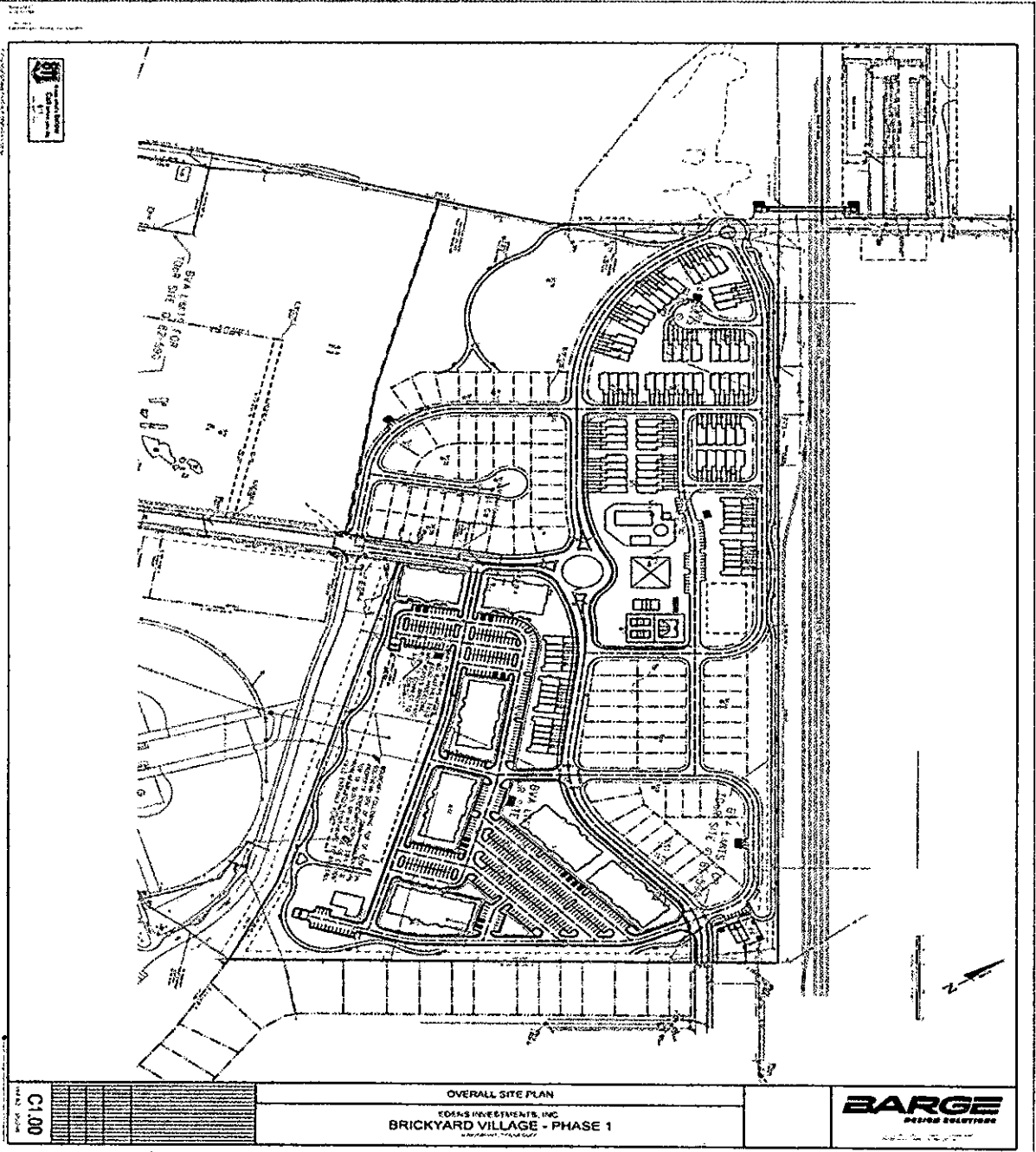
**EXHIBIT ONE**

**MAP OF DOWNTOWN KINGSPORT REDVELOPMENT DISTRICT**



**EXHIBIT TWO**

**MAP OF DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT  
BRICKYARD VILLAGE PROJECT AREA**





**EXHIBIT THREE**

**TIF ESTIMATE  
BRICKYARD VILLAGE PROJECT AREA  
DOWNTOWN KINGSPORT  
REDEVELOPMENT DISTRICT**

Total Original Assessed Base Value	\$0.00
County Tax Rate	2.4062
City Tax Rate	1.9982
Total New Assessed Value	\$27,772,800.00
County Debt Service Rate	.3369
City Debt Service Rate	.33
Total County Taxes	\$668,269.11
Base County Taxes	\$0.00
County Increment	\$668,269.11
County Debt Service Set Aside	\$93,566.56
Available County Increment after Debt Service	\$574,702.55
County Increment after 10% Holdback	\$517,232.30
County Increment after Admin Fee	\$491,370.68
Total City Taxes	\$554,956.09
Base City Taxes	\$0.00
Proposed City Increment	\$554,956.09
City Debt Service Set Aside	\$91,650.24
Available City Increment after Debt Service	\$463,305.85
City Increment after 10% Holdback	\$416,975.26
City Increment after Admin Fee	\$396,126.50
<b>Total City and County Increment available for Debt Service</b>	<b>\$887,497.18</b>
Annual New Benefits to City (retained increment & debt service)	\$137,980.82
Annual New Benefits to County (retained increment & debt service)	\$151,036.82
Total Admin Fee to KHRA	\$46,710.38



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

Item 9  
No. 2023-10-10

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October, 2023.

**RESOLUTION TO seek funding from the State of Tennessee and other funding sources for the establishment of a Sullivan County Health Department in Bristol Tennessee.**

**WHEREAS**, the citizens in Sullivan County deserve a public health department in the City of Bristol to provide public health services, preventive healthcare, and health education. and;

**WHEREAS**, the establishment of a health department in Bristol will help improve health outcomes and resilience in Bristol/Sullivan County and;

**WHEREAS**, it is recognized that a need exists for a dedicated health department in Bristol, Tennessee, to better serve the unique needs of the city and greater Bristol area and;

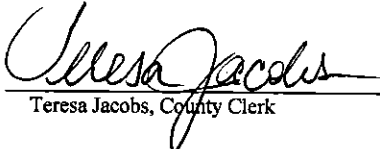
**WHEREAS**, the provision of public health services at the local level enhances responsiveness to community health issues and allows a better approach to address specific concerns and challenges.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby express our full support to seek State, Federal, and private funds to establish a health department in Bristol, Tennessee.

**Be It Further Resolved** that a copy of this resolution be transmitted to the City of Bristol and the Commissioner of Health at the Tennessee Department of Health.

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 23<sup>rd</sup> day of October, 2023.

Attest:   
Teresa Jacobs, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Sponsored By: Comm. Cheryl Harvey**

**Co-Sponsor(s): Comm. Sam Jones, Comm. Joyce Crosswhite, all voting in the affirmative.**

**2023-10-10 ACTIONS: 10/23/23 Approved on Waiver of Rules 21 Yes, 3 Absent**



## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

4.3 Item 9 Resolution No. 2023-10-10 Sponsors: Jones/Harvey  
Vote

**Description**

RESOLUTION TO seek funding from the State of Tennessee and other funding sources for the establishment of a Sullivan County Health Department in Bristol Tennessee.

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 7:45:18 PM  
**Voting stop time** 7:45:30 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
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	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 10  
No. 2023-10-11

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October 2023.

**RESOLUTION TO AMEND FY 2023-2024 SOLID WASTE FUND BUDGET TO ACCOUNT FOR USE OF A \$20,000 USED AUTOMOTIVE FLUID RECYCLING GRANT FOR SULLIVAN COUNTY**

WHEREAS, Sullivan County Solid Waste Department has been active in the collection of used oil and the recycling of the product collected in compliance with the environmental guidelines established by the State of Tennessee for a number of years; and,

WHEREAS, the State of Tennessee has approved funding for Sullivan County to improve and update the handling of the used oil.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, amend the FY 2023-2024 Solid Waste Fund budget in the amount of \$20,000 to be funded from revenues provided by the State of Tennessee (the account codes to be assigned by the Director of Accounts & Budgets-)

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

Approved this 23<sup>rd</sup> day of October, 2023.

Attest: *Teresa Jacobs*  
Teresa Jacobs, County Clerk

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

**Sponsor: Comm. Hershel Glover**

**Co-Sponsors: Comm. Dwight King, Comm. Zane Vanover**

**2023-10-11 ACTIONS: 10/23/23 Approved on Waiver of Rules 21 Yes, 3 Absent**



## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

4.4 Item 10 Resolution No. 2023-10-11 Sponsors: Glover/King  
Vote

**Description**

RESOLUTION TO AMEND FY 2023-2024 SOLID WASTE FUND BUDGET TO ACCOUNT FOR USE OF A \$20,000 USED AUTOMOTIVE FLUID RECYCLING GRANT FOR SULLIVAN COUNTY

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 7:48:06 PM  
**Voting stop time** 7:48:21 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
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	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 11  
No. 2023-10-12

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October, 2023.

**RESOLUTION to correct resolution No. 2023-8-05 to authorize Mayor and County Attorney to sign contract with Tennessee Department of Transportation for SR-93 (John B Dennis Highway), intersection at Bloomingdale Road (pin:129736.34, federal project number: n/a, state project number: 82s093-s3-005, contract number: 220107) and to authorize up to \$50,000 payment for county's share to come from existing Highway Department Fund Balance.**

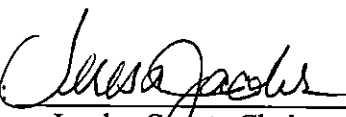
WHEREAS, the Tennessee Department of Transportation has submitted a contract for the above project; and

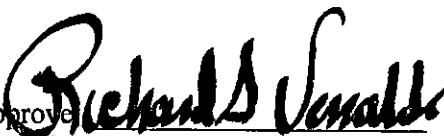
WHEREAS, in order for TDOT to move forward with the project, that contract must be signed by the County Mayor and the County Attorney, and the county must remit payment up to \$50,000 for the county's share of the project's costs; and

NOW, THEREFORE, BE IT RESOLVED the Board of Sullivan County Commissioners authorizes the Mayor and County Attorney to sign the contract with TDOT for the project described above, with up to \$50,000 payment coming from existing funds within the budget of the Sullivan County Highway Department Fund Balance.

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

Duly passed and approved this 23<sup>rd</sup> day of October, 2023

Attest:   
Teresa Jacobs, County Clerk

Approved:   
Richard S. Venable, County Mayor

Sponsor: Comm. Vanover

Cosponsors: Comm. Crawford

**2023-10-12 ACTIONS:** 10/23/23 Approved on Waiver of Rules 21 Yes, 3 Absent



## Agenda subject voting report

Meeting name

Sullivan County Commission October 23 2023

10/23/2023

5 Item 11 Resolution No. 2023-10-12 Sponsors: Glover/King/Vanover  
Vote

**Description**

RESOLUTION to correct resolution No. 2023-8-05 to authorize Mayor and County Attorney to sign contract with Tennessee Department of Transportation for SR-93 (John B Dennis Highway), intersection at Bloomingdale Road (pin:129736.34, federal project number: n/a, state project number: 82s093-s3-005, contract number: 220107) and to authorize up to \$50,000 payment for county's share to come from existing Highway Department Fund Balance.

**Chairman**

Venable, Richard

**Total vote result**

**Voting start time** 7:50:01 PM  
**Voting stop time** 7:50:18 PM  
**Voting configuration** Vote  
**Voting mode** Open  
**Vote result**

Yes	21
Abstain	0
No	0
Total Present	21
Absent	3

**Group voting result**

Group	Yes	Absent
No group	21	0
<b>Total result</b>	<b>21</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 12  
No. 2023-10-13

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 23<sup>rd</sup> day of October 2023.

**RESOLUTION TO ESTABLISH AN AD HOC NON-PROFIT COMMITTEE. THIS COMMITTEE WILL CREATE A PROCESS FOR INITIAL APPLICATION, ANNUAL REPORTS, AND ANNUAL REAPPLICATION FOR NON-PROFIT ORGANIZATIONS TO FOLLOW WHEN REQUESTING FUNDS FROM THE SULLIVAN COUNTY COMMISSION.**

WHEREAS, the Sullivan County Commission receives several new requests every year from new and existing non-profit organizations, and

WHEREAS, the Sullivan County Commission currently splits those applications between the Administrative and Executive Committees, with neither group knowing what the other is recommending, and

WHEREAS, establishing a non-profit committee that has clearly defined guidelines and reviews all applications, will greatly expedite the process and increase public trust in an open and fair system.

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the formation of an AD HOC Non-Profit Committee to meet with the purpose of creating the guidelines to be followed and providing the Sullivan County Commission with a complete recommended list for non-profit funds distribution. The AD HOC Non-Profit Committee shall consist of (1) county commissioner from each of the following committees: 1) Administrative Committee, 2) Budget Committee, and 3) Executive Committee. This ADHOC committee shall begin meeting with the passage of this resolution, and thereafter report progress to the Commission quarterly.

**THEREFORE, BE IT ALSO RESOLVED**, that the Board of County Commissioners of Sullivan County, Tennessee, establish the non-profit budget for FY2024-2025 be set at \$300,000.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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





Item 12 (Cont'd)  
No. 2023-10-13

**Sponsored By: Commissioner Mark Ireson**  
**Co-Sponsor(s): Commissioners Cheryl Harvey, Zane Vanover, Joyce Crosswhite**  
**2023-10-12 ACTION: 10/23/23 1<sup>st</sup> Reading**



\* Motion to approve committee list as presented by Comm. Crosswhite. 2nd by Comm. Gardner. Approved by Voice Vote

Sullivan County Board of Commissioners Committee Assignments FY 2023-2024		
<p><b>Administrative</b></p> <p>Hershel Glover Hunter Locke Tony Leonard Joe McMurray Jessica Means David Hayes Joe Carr Cheryl Harvey <i>Address Utility Issues</i></p>		<p><b>Executive</b></p> <p>Michael Cole Larry Crawford Andrew Cross Daniel Horne Travis Ward Gary Stidham Zane Vanover Matt Slagle <i>Oversees Youth Home</i></p>
<p><b>Building Committee</b></p> <p>Hershel Glover Dwight King David Akard Cheryl Harvey Travis Ward Joe McMurray Joe Carr Mark Ireson</p>	<p><b>Beverage Board</b></p> <p>Darlene Calton Michael Cole Zane Vanover Tony Leonard Archie Pierce Joyce Crosswhite <i>Serves As Adult-Oriented Est. Board</i></p>	<p><b>Insurance Committee</b></p> <p>David Akard Gary Stidham John Gardner Sam Jones Joe Carr Jessica Means David Hayes Daniel Horne <i>Larry Bailey, Ex Officio</i></p>
<p><b>Agriculture Extension Committee</b></p> <p>Hershel Glover, Dwight King Zane Vanover</p>	<p><b>Historic Preservation Advisory Committee</b></p> <p>Tony Galloway, County Historian Betsy Carrier, Citizen Jim Hager, Citizen Richard Venable, County Mayor Angela Crane, Marketing Associate Matthew Johnson, Archivist Andrew Cross Joyce Crosswhite Jessica Means</p>	<p><b>Ethics Committee</b></p> <p>Jason Booher, Administrator of Elections Angela Taylor, Trustee Bobby Russell, Circuit Court Clerk Matt Slagle, John Gardner Archie Pierce, David Akard</p>
<p><b>Observation Knob Park Committee</b></p> <p>David Akard <i>Darlene Calton</i> Sam Jones Andrew Cross Tony Leonard, David Hayes</p>		<p><b>Bays Mountain Park Committee</b></p> <p>Archie Pierce</p>
<p><b>Integrated Emergency Preparedness</b></p> <p>Jim Bean, EMA Director Hunter Locke Travis Ward Daniel Horne</p>	<p><b>Liaison to City Governments</b></p> <p><b>Bluff City</b> Hershel Glover Dwight King <b>Bristol</b> David Akard Cheryl Harvey Matt Slagle <b>Kingsport</b> Larry Crawford Hunter Locke Gary Stidham</p>	<p><b>Sullivan County Library Board</b></p> <p>Andrew Cross</p>
<p><b>Audit Committee</b></p> <p>Joe McMurray John Gardner Dwight King</p>	<p><b>Historic Zoning Commission</b></p> <p>Michael Cole</p>	<p><b>Public Records Commission</b></p> <p><i>Katie Preister, Chancellor</i> Richard Venable, County Mayor Teresa Jacobs, County Clerk Sheena Tinsley, Register of Deeds Betsy Carrier, Citizen Joyce Crosswhite Matthew Johnson, Archivist Tony Galloway, Historian</p>
<p><b>Financial Management Committee</b></p> <p>Larry Crawford Hershel Glover Zane Vanover Richard Venable, County Mayor Larry Bailey, Finance Director Scott Murray, Commissioner of Highways Chuck Carter, Director of Schools</p>	<p><b>Planning Commission</b></p> <p>Darlene Calton</p>	<p><b>Opioid Advisory Committee</b></p> <p>Matt Slagle, Archie Pierce Darlene Calton, Larry Crawford, Joe Carr Richard Venable, County Mayor</p>
<p><b>Education Committee</b></p> <p>Zane Vanover Larry Crawford Cheryl Harvey, Joyce Crosswhite Mark Ireson <i>Chuck Carter &amp; Larry Bailey Ex Officio</i></p>	<p>Changes are listed in RED</p>	<p>Updated September 28, 2023</p>

**AND THEREUPON COUNTY COMMISSION ADJOURNED AT 8:15 P.M. UPON MOTION MADE BY COMMISSIONER VANOVER TO MEET AGAIN IN REGULAR SESSION ON NOVEMBER 16, 2023.**

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

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**RICHARD VENABLE**

**COMMISSION CHAIRMAN**