

COUNTY COMMISSION-REGULAR SESSION

AUGUST 18, 2025

087

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY EVENING, AUGUST 18, 2025, AT 6:00 P.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS COMMISSIONER JOHN GARDNER, CHAIRMAN, AND TERESA JACOBS, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by Commissioner John Gardner, Chairman. Corporal Steve Jones opened the commission, and Commissioner Larry Crawford gave the invocation. The pledge to the flag was led by Commissioner Sam Jones.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

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

17 PRESENT, 7 ABSENT

ABSENT AT ROLL CALL: AKARD, CROSS, HAYES, HORNE,
LOCKE, MCMURRAY, SLAGLE

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. Sam Jones, and seconded by Comm. Darlene Calton to approve the minutes of the Rezoning Hearing/Work Session held on July 10, 2025, and the minutes of the Regular Session held on July 17, 2025. Approved 17 Yes, 7 Absent.

Affidavit of Publication

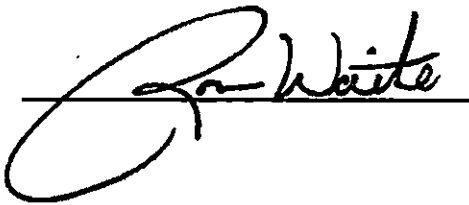
TIMES NEWS

701 Lynn Garden Drive • Kingsport
County of Sullivan, State of Tennessee

I, Ron Waite, being duly sworn upon oath, deposes and state that I am the publisher of the Times News, a daily newspaper published in the City of Kingsport, County of Sullivan, in the State of Tennessee. This Legal Notice contains a true and correct copy of what was published in the regular edition of said newspaper, in consecutive issues on the following dates:

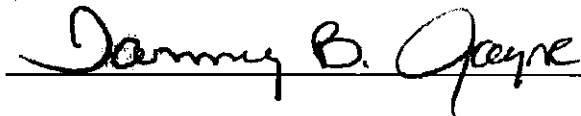
Publication Dates: 08/07/2025

Ad#: 11543

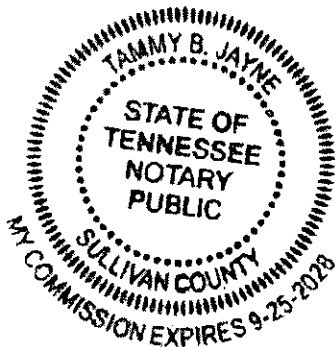


Ron Waite

Signed and sworn to before me
on 08/07/2025



Tammy B. Jayne - Notary Public
My commission expires: September 25, 2028



**PUBLIC NOTICE OF MEETINGS OF THE BOARD OF
COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE
FOR THE MONTH OF AUGUST 2025**

Notice is hereby given to all members of the Board of County Commissioners, all residents of Sullivan County, Tennessee, and to any and all other persons interested, that two (2) open, public meetings of the Board of County Commission of Sullivan County will be held at the regular meeting place of the Board at the Courthouse in Blountville, Tennessee during the month of August 2025. The monthly Work Session and public hearing/voting on amendments to the Sullivan County Zoning Resolution will commence at the hour of 6:00 p.m. on Thursday evening, August 14, 2025, and the monthly Regular Session will commence at the hour of 6:00 p.m. on Monday evening, August 18, 2025. Any person wishing to provide public comment at such meetings shall sign up on the provided signup sheet prior to the start of the meeting.

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

Teresa Jacobs
Sullivan County Clerk

PUB1T: 8/7/25

088

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

4 Roll Call by Teresa Jacobs, County Clerk
Roll Call

089

Description

Roll Call

Chairman

Gardner, John

Total vote result

Voting start time 6:00:47 PM
Voting stop time 6:01:36 PM
Voting configuration Roll Call - Attendances
Voting mode Open
Vote result

Present	17
Total Present	17
Total Seats	28
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

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
Order of Business
August 18, 2025
6:00 p.m.

COUNTY COMMISSION REGULAR SESSION

- ❖ Call to Order by Sheriff Jeff Cassidy
 - ❖ Chairman John Gardner presiding
 - ❖ Invocation
 - ❖ Pledge to the American Flag
 - ❖ Roll Call by Teresa Jacobs, Sullivan County Clerk
 - ❖ Proclamations & Recognitions, Presentations, Reports & Appointments
- 1) Sullivan County Schools Director Chuck Carter – video presentation
 - 2) Appointment: Mary Kvindis to Intermont Utility District.
 - 3) Appointment: Bill Winters to Blountville Utility District.
 - 4) Proclamation –September Suicide Prevention Month
 - 5) Appointments: Jerry Fleenor, Amy Brown and JD Gregory to Sullivan County
Emergency Communications District Board.
- ❖ Approval of Meeting Minutes of: July 10, 2025, Rezoning Hearing and Work Session; and July 17, 2025, Regular Session Meeting. (Minutes are provided to commission members electronically and are available to the public at www.sullivancountyclerktn.com/commission-minutes)
 - ❖ Approval of Notaries Public
 - ❖ Public Comment on Agenda Items
 - ❖ Public Comment on Items not on the agenda
 - ❖ Old Business/New Business
 - ❖ Announcements
 - ❖ Adjournment

Sullivan County
Board of County Commissioners
245th Annual Session

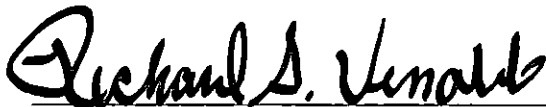
Before the Mayor of Sullivan County, Tennessee

IN RE: Intermont Utility District
Sullivan County, Tennessee

WHEREAS, the Intermont Utility District Board of Commissioners does hereby certify to the Sullivan County Mayor, pursuant to T.C.A. §7-82-307, that a vacancy has occurred upon said utility board; and

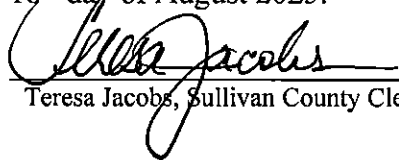
WHEREAS, the Intermont District Board of Commissioners further certifies that the nominee, Mary Kvindis is qualified and has agreed to serve on the Board.

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, Mary Kvindis shall be appointed to the Intermont Utility District Board of Commissioners. Term to expire as per the by-laws of the utility district.



Richard S. Venable, Sullivan County Mayor

Said order entered into the record of the Sullivan County Board of Commissioners this 18th day of August 2025.



Teresa Jacobs, Sullivan County Clerk

Motion to approve made by Commissioner Crawford. 2nd by Commissioner Means
 Approved 17 Yes, 7 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

5 Proclamations & Recognitions, Presentations & Reports

Description

Appointment: Mary Kvindis to Intermont Utility District.

092

Chairman

Gardner, John

Total vote result

Voting start time 6:15:09 PM
Voting stop time 6:15:29 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

Name	Yes	Abstain	No	Absent
Vanover, Zane ()	X			
Ward, Travis ()	X			

093

Sullivan County
Board of County Commissioners
245th Annual Session

Before the Mayor of Sullivan County, Tennessee

IN RE: Blountville Utility District
Sullivan County, Tennessee

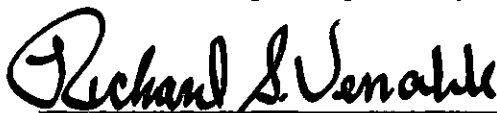
Order Appointing Utility District Commissioner

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

WHEREAS, the Blountville District Board of Commissioners further certifies that the nominee, Bill Winters, is qualified and has agreed to serve on the Board.

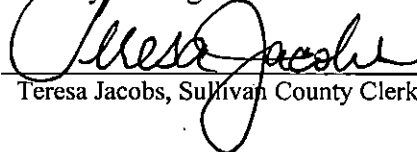
NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, pursuant to T.C.A. §7-82-307 that nominee, Bill Winters, shall be appointed to the Blountville Utility District Board of Commissioners.

Term to expire as per the by-laws of the utility district.



Richard S. Venable, Sullivan County Mayor

Said order entered into the record of the Sullivan County Board of Commissioners this 18th day of August 2025.



Teresa Jacobs, Sullivan County Clerk

Motion to approve made by Commissioner Cole. 2nd by Commissioner Crosswhite
 Approved 17 Yes, 7 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

5 Proclamations & Recognitions, Presentations & Reports

Description

. 095

Appointment: Bill Winters to Blountville Utility District.

Chairman

Gardner, John

Total vote result

Voting start time 6:16:35 PM

Voting stop time 6:16:57 PM

Voting configuration Vote

Voting mode Open

Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

Name	Yes	Abstain	No	Absent
Vanover, Zane ()	X			
Ward, Travis ()	X			

.036

Sullivan County
Board of County Commissioners
245th Annual Session

**IN RE: Sullivan County Emergency Communications District Board
 Blountville, Tennessee**

Order Appointing Board Members

WHEREAS, in accordance with T.C.A. §7-86-105(b)(1), Sullivan County Mayor, Richard S. Venable and upon recommendation of the Sullivan County Emergency Communications Board hereby makes the following appointment to the Sullivan County Emergency Communications District Board;

NOW THEREFORE BE IT CONFIRMED by the Sullivan County Board of Commissioners the following persons are reappointed to the Sullivan County Emergency Communications Board:

APPOINTMENTS:

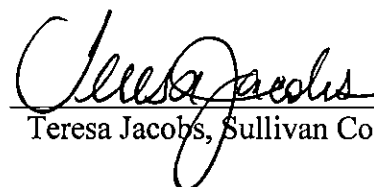
Jerry Fleenor
 Term to expire: September 30, 2029

Amy Brown
 Term to expire: September 30, 2029

JD Gregory
 Term to expire: September 30, 2028

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 18th day of August 2025.


 Richard S. Venable, Sullivan County Mayor


 Teresa Jacobs, Sullivan County Clerk

Motion to approve made by Commissioner Calton. 2nd by Commissioner Crawford
 Approved 17 Yes, 7 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

Appointment to Sullivan Co. Emergency Communications

Description

Appointments of Jerry Fleenor, Amy Brown and JD Gregory

098

Chairman

Gardner, John

Total vote result

Voting start time 6:19:16 PM
Voting stop time 6:19:44 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

Proclamation

099

Suicide Prevention Awareness Month September 2025

WHEREAS, suicide is a tremendous form of suffering and one of the most disruptive and tragic events a family and a community can experience, with more than 1,200 lives lost in Tennessee each year and an estimated 25 attempted suicides for each suicide death; and

WHEREAS, suicide is the twelfth leading cause of death in Tennessee, the third leading cause of death among youth and young adults ages of 10 to 24 as well as the fourth leading cause of death of adults ages 35-44 and the eighth leading cause of death for adults ages 45-54; and

WHEREAS, understanding the risk of suicide can be reduced through awareness, education, and treatment; and

WHEREAS, suicide prevention has been declared a state priority by Governor Bill Lee and the Tennessee Legislature; and

WHEREAS, 988 Suicide & Crisis Lifeline provides 24/7, free and confidential support for people in distress, prevention and crisis resources for you or your loved ones, and best practices for professionals in the United States; and

WHEREAS, a Suicide Prevention Network Advisory Council has been appointed to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and

WHEREAS, the Tennessee Suicide Prevention Network (TSPN) is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and

WHEREAS, TSPN encourages all Tennesseans to become trained and play a role in suicide prevention to support quality of life.

WHEREAS, everyone can play a role in suicide prevention by learning and sharing the risk and warning signs, decreasing the stigma as a means to promote help-seeking by talking about suicide using safe-messaging, and sharing the available resources;

NOW, THEREFORE, I Richard S. Venable Mayor of Sullivan County, do hereby proclaim September 2025, as **SUICIDE PREVENTION AWARENESS MONTH** in Sullivan County, Tennessee, and do urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

Subscribed this 18th day of August 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 18th day of August 2025.



Richard S. Venable

Richard S. Venable, Sullivan County Mayor

100

of all suicides
in 2023 involved
a firearm

5%
OTHER*

80% increase in firearm-related suicides among youth aged 10 to 17 from 2019 to 2023

This publication was supported by the grant number 5 NU50CE002589-05-00 funded by the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the CDC or the Department of Human Services.



Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

6 Approval of Minutes
Vote

101

Description

Approval of Meeting Minutes of: July 10, 2025, Rezoning Hearing and Work Session; and July 17, 2025, Regular Session Meeting

Chairman

Gardner, John

Total vote result

Voting start time

6:27:03 PM

Motion to approve by Comm. Crawford
2nd by Comm. Cole

Voting stop time

6:27:28 PM

Voting configuration

Vote

Voting mode

Open

Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result		17

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

102

Notaries to be elected August 18, 2025

KIMBERLY NORA ARNOLD	RAYMOND EDWARD MANN
CONNIE B BALL	JORDAN MARSH
RICHARD BEGLEY	LUKE ALLEN MEADE
MELANIE BISHOP	ASHLEY NEIS
JASON BOGGS	SUSANNA RUTH NELSON
SUMMER CALDWELL	KRISTY DAWN NOWLIN
MICHELLE DENISE CARROLL	DONNA L PENDERGRASS
TRESSURE N CHAPMAN	SHEILA D. RYAN
CARA J. CLARK	KAELEAH SCANLAN
PAMELA E CODY	KATHY F SEATON
CORINA CAROL DISHNER	EWING T. SEXTON
RHONDA BETH FLEENOR	CAROLINE SHAFER
JENNIFER L. GASPERSON	MIRANDA STACY
BRIANNA E. GLENN	TRACI PAULETTE STARNES
AMANDA LEIGH HENSON	ANGELA RENEE STUART
CONNIE HIGGINS	BLAKE CHARLES THOMPSON
DANIELLE A JONES	MARK TOLLIVER
DALTON KIMBALL	ABBY WEXLER
AMY KLINE	JARED WILLIAMS
MELISSA LASTER	KAILEE WILLIAMS
BRIANNA LAWSON	
MADISON S. MANIS	

PERSONAL SURETY

UPON MOTION MADE BY COMM. MICHAEL COLE AND SECONDED BY COMM. LARRY CRAWFORD, THE NOTARY APPLICATIONS HEREON WERE APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 17 YES, 7 ABSENT

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY

SURETY BONDS

August 18, 2025

Name of Notary

Personal Surety

Personal Surety

Linda M. Jones

Rena Worley

Linda Brittenham

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

17 YES, 7 ABSENT

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

7 Approval of Notaries Public
Vote

104

Description

Approval of Notaries Public

Chairman

Gardner, John

Total vote result

Voting start time 6:29:49 PM

Voting stop time 6:30:22 PM

Voting configuration Vote

Voting mode Open

Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

SULLIVAN COUNTY BOARD OF COMMISSIONERS
County Commission
Public Comment on Agenda Items
August 18, 2025

PLEASE PRINT INFORMATION

	Name	Street Address	City
1	SAM JONES	6329 Heatherwood Ln	Kpt
2	John Bauer	132 Whispering DR	Kpt.
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

SULLIVAN COUNTY BOARD OF COMMISSIONERS
County Commission
Public Comment on Non-Agenda Items
August 18, 2025

PLEASE PRINT INFORMATION

	Name	Street Address	City
1	John Rose	1017 12th Rd	Blountville
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

CONSENT AGENDA

August 18, 2025

Item 1 Resolution 2025-08-02 (ON CONSENT)

Sponsors: Cole/Ward

RESOLUTION TO AMEND THE SULLIVAN COUNTY EMPLOYEE HANDBOOK BY SUBSTITUTING THE FOLLOWING FOR RESOLUTION NO. 2016-11-63; HOWEVER, ANY AND ALL ACTION PREVIOUSLY TAKEN IN RELIANCE UPON RESOLUTION NO. 2016-11-63 PRIOR TO THE PASSAGE OF THIS RESOLUTION SHALL REMAIN VALID AND EFFECTIVE.

Item 2 Resolution 2025-08-03 (ON CONSENT)

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE STATE OF TENNESSEE FOR PRE-EMPLOYMENT TRANSITION SERVICES.

Item 4 Resolution 2025-08-05 (ON CONSENT)

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE THE FY 2026 INNOVATIVE SCHOOL MODELS (ISM) GRANT FUNDS IN THE GENERAL PURPOSE SCHOOL FUND.

Item 5 Resolution 2025-08-06 (ON CONSENT)

Sponsors: Crosswhite/Vanover

A RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE UNIVERSITY OF TENNESSEE FOR RECRUITMENT AND RETENTION.

Item 6 Resolution 2025-08-07 (ON CONSENT)

Sponsors: Crosswhite/Vanover

RESOLUTION TO APPROVE EXPENDITURES/APPROPRIATIONS FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE.

Item 7 Resolution 2025-08-08 (ON CONSENT)

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE THE FY 2026 PUBLIC SCHOOL SECURITY GRANT FUNDS IN THE 2025-26 BUDGET.

Item 8 Resolution 2025-08-09 (ON CONSENT)

Sponsors: Jones/Cross

A RESOLUTION AUTHORIZING THE APPLICATION FOR, ACCEPTANCE (IF AWARDED), AND APPROPRIATION OF FUNDS FROM THE BROADBAND READY COMMUNITIES GRANT PROGRAM TO SUPPORT DIGITAL SKILLS TRAINING THROUGH SULLIVAN COUNTY LIBRARIES.

CONTINUED

CONSENT AGENDA CONTINUED

August 18, 2025

Item 9 Resolution 2025-08-10 (ON CONSENT)

Sponsors: Glover/Vanover

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING THE REAPPROPRIATION OF \$78,530 IN FUNDS FROM THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) TO THE CURRENT FISCAL YEAR BUDGET.

Item 10 Resolution 2025-08-11 (ON CONSENT)

Sponsors: Glover/Jones

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING APPROVAL TO AMEND THE FISCAL YEAR 2025–2026 SOLID WASTE BUDGET TO INCLUDE THE REAPPROPRIATION OF REMAINING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) IN THE AMOUNT OF \$94,134.54 FOR THE PURCHASE OF A CONVEYOR SYSTEM.

Item 11 Resolution 2025-08-12 (ON CONSENT)

Sponsors: Glover/King

RESOLUTION TO AUTHORIZE FUNDING FOR COUNTY TAX RELIEF PROGRAM.

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

15 Consent Agenda
Vote

Description

Items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11

109

Chairman

Gardner, John

Total vote result

Voting start time 6:40:03 PM

Voting stop time 6:40:27 PM

Voting configuration

Vote

Voting mode

Open

Motion to approve by Comm. Calton
2nd by Comm. Crawford

Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

AGENDA ITEMS

August 18, 2025

OLD BUSINESS

None.

New Business

Item 1 Resolution 2025-08-02 (ON CONSENT)

APPROVED

Sponsors: Cole/Ward

RESOLUTION TO AMEND THE SULLIVAN COUNTY EMPLOYEE HANDBOOK BY SUBSTITUTING THE FOLLOWING FOR RESOLUTION NO. 2016-11-63; HOWEVER, ANY AND ALL ACTION PREVIOUSLY TAKEN IN RELIANCE UPON RESOLUTION NO. 2016-11-63 PRIOR TO THE PASSAGE OF THIS RESOLUTION SHALL REMAIN VALID AND EFFECTIVE.

Item 2 Resolution 2025-08-03 (ON CONSENT)

APPROVED

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE STATE OF TENNESSEE FOR PRE-EMPLOYMENT TRANSITION SERVICES.

Item 3 Resolution 2025-08-04 (WAIVER OF RULES REQUESTED)

APPROVED

Sponsors: Vanover/Crosswhite

RESOLUTION TO RECOGNIZE AND ACCEPT STATE OF TENNESSEE PAYMENTS FOR TEACHER BONUS REIMBURSEMENT INTO THE SULLIVAN COUNTY BOARD OF EDUCATION'S GENERAL FUND.

Item 4 Resolution 2025-08-05 (ON CONSENT)

APPROVED

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE THE FY 2026 INNOVATIVE SCHOOL MODELS (ISM) GRANT FUNDS IN THE GENERAL PURPOSE SCHOOL FUND.

Item 5 Resolution 2025-08-06 (ON CONSENT)

APPROVED

Sponsors: Crosswhite/Vanover

A RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE UNIVERSITY OF TENNESSEE FOR RECRUITMENT AND RETENTION.

Item 6 Resolution 2025-08-07 (ON CONSENT)

APPROVED

Sponsors: Crosswhite/Vanover

RESOLUTION TO APPROVE EXPENDITURES/APPROPRIATIONS FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE.

CONTINUED

Agenda Items Continued

August 18, 2025

Item 7 Resolution 2025-08-08 (ON CONSENT) **APPROVED**

Sponsors: Crosswhite/Vanover

RESOLUTION TO RECOGNIZE THE FY 2026 PUBLIC SCHOOL SECURITY GRANT FUNDS IN THE 2025-26 BUDGET.

Item 8 Resolution 2025-08-09 (ON CONSENT) **APPROVED**

Sponsors: Jones/Cross

A RESOLUTION AUTHORIZING THE APPLICATION FOR, ACCEPTANCE (IF AWARDED), AND APPROPRIATION OF FUNDS FROM THE BROADBAND READY COMMUNITIES GRANT PROGRAM TO SUPPORT DIGITAL SKILLS TRAINING THROUGH SULLIVAN COUNTY LIBRARIES.

Item 9 Resolution 2025-08-10 (ON CONSENT) **APPROVED**

Sponsors: Glover/Vanover

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING THE REAPPROPRIATION OF \$78,530 IN FUNDS FROM THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) TO THE CURRENT FISCAL YEAR BUDGET.

Item 10 Resolution 2025-08-11 (ON CONSENT) **APPROVED**

Sponsors: Glover/Jones

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING APPROVAL TO AMEND THE FISCAL YEAR 2025–2026 SOLID WASTE BUDGET TO INCLUDE THE REAPPROPRIATION OF REMAINING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) IN THE AMOUNT OF \$94,134.54 FOR THE PURCHASE OF A CONVEYOR SYSTEM.

Item 11 Resolution 2025-08-12 (ON CONSENT) **APPROVED**

Sponsors: Glover/King

RESOLUTION TO AUTHORIZE FUNDING FOR COUNTY TAX RELIEF PROGRAM.

Item 12 Resolution 2025-08-13 (WAIVER OF RULES REQUESTED) **APPROVED**

Sponsors: Crosswhite/Vanover

A RESOLUTION OF THE SULLIVAN COUNTY COMMISSION TO APPROVE TECHNOLOGY GRANTS FROM CORRECT SOLUTIONS GROUP, LLC AND TYLER TECHNOLOGIES, AND TO AUTHORIZE THE SHERIFF TO DIRECT THE USE OF SAID GRANTS FOR LAW ENFORCEMENT AND DETENTION PURPOSES.

CONTINUED

Agenda Items Continued

August 18, 2025

Item 13 Resolution 2025-08-14 (WAIVER OF RULES REQUESTED) **APPROVED**

Sponsors: Crosswhite/Leonard

A RESOLUTION AUTHORIZING THE APPLICATION, ACCEPTANCE (IF AWARDED), AND APPROPRIATION OF FUNDS FROM FEMA/TEMA FOR THE PURCHASE AND INSTALLATION OF THREE PERMANENT STANDBY GENERATORS AT KEY SULLIVAN COUNTY GOVERNMENT LOCATIONS TO ENSURE CONTINUED OPERATIONS DURING EMERGENCY SITUATIONS.

Item 14 Resolution 2025-08-15 (WAIVER OF RULES REQUESTED) **APPROVED**

Sponsors: Hayes/Glover

A RESOLUTION TO APPROVE PUTTING UP FOR SALE COUNTY-OWNED PROPERTY AT 1052 BRISTOL CAVERNS HIGHWAY BY GIVING PUBLIC NOTICE THAT SAID PROPERTY IS FOR SALE AND ADVERTISING THE PROCESS TO PLACE AN OFFER TO PURCHASE IT.

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 1
Resolution No. 2025-08-02

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

RESOLUTION TO AMEND THE SULLIVAN COUNTY EMPLOYEE HANDBOOK BY SUBSTITUTING THE FOLLOWING FOR RESOLUTION NO. 2016-11-63; HOWEVER, ANY AND ALL ACTION PREVIOUSLY TAKEN IN RELIANCE UPON RESOLUTION NO. 2016-11-63 PRIOR TO THE PASSAGE OF THIS RESOLUTION SHALL REMAIN VALID AND EFFECTIVE.

WHEREAS, the Sullivan County Sheriff's Office submits annual applications to the State of Tennessee to receive funds to conduct various law enforcement projects within Sullivan County; and

WHEREAS, the Sullivan County Sheriff's Office conducts safety campaigns, sobriety and DUI patrols and checkpoints, and all officers of the Sullivan County Sheriff's Office conducting the patrols and checkpoints are certified in Standardized Field Sobriety Testing; and

WHEREAS, the Sullivan County Employee Handbook does not specifically address grant-funded compensation as allowed by such state grants and other similar grants which specifically allow for the payment of employee compensation from said grant funds.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby amends the Sullivan County Employee Handbook to authorize the following Policy:

Law Enforcement Grant Compensation: When grant funding is available for law enforcement and correctional employee work independent of normal duties, the rate of pay for employees performing work specifically related to said grants may be paid at a rate of pay of up to 1.5 times the employee's normal rate of pay.

Employee hours worked as part of the employee's normal work will be independent from and be treated separately from hours worked as part of said law enforcement grants.

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

Duly adopted this 18th day of August 2025.

Reviewed by Chairman:


John T. Gardner, Chairman, Sullivan County Commission.

CONTINUED

Item 1
Resolution No. 2025-08-02

ATTEST: Teresa Jacobs
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard S. Venetti
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Michael Cole

Cosponsors: Travis Ward, Andrew Cross

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25.

08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 2
Resolution No. 2025-08-03

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August, 2025.

RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE STATE OF TENNESSEE FOR PRE-EMPLOYMENT TRANSITION SERVICES.

WHEREAS, the Sullivan County Department of Education has entered into a grant contract with the State of Tennessee, Department of Human Services for the provision of Pre-Employment Transition Services to Students with Disabilities; and

WHEREAS, the grant is intended to fund staff positions for transition case managers, transition coaches, and workplace readiness specialists to provide the five (5) Pre-Employment Transition Service activities as detailed in the grant contract; and

WHEREAS, it is the intent of the Sullivan County Department of Education to officially recognize, accept, and utilize these funds in accordance with the terms and conditions set forth in the grant contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the amount of \$294,112.00. The revenue and expenditure account codes for this are as follows

Account Number	Account Description	Amount
46590	Other State Education Funds	294,112.00
71200-100	Salaries	263,400.00
71200-200	Employee Benefits	30,712

Waiver of the Rules Requested

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

Duly adopted this 18th day of August 2025.

CONTINUED

Item 2

Resolution No. 2025-08-03

Reviewed by Chairman: _____

John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: _____

Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025, at or about the following time 9:00 am by the following method: Hand delivered

Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County

Richard S. Donohue
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____

Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County**Sponsor: Zane Vanover****Cosponsors: Joyce Crosswhite**

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 3
Resolution No. 2025-08-04

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

RESOLUTION TO RECOGNIZE AND ACCEPT STATE OF TENNESSEE PAYMENTS FOR TEACHER BONUS REIMBURSEMENT INTO THE SULLIVAN COUNTY BOARD OF EDUCATION'S GENERAL FUND.

WHEREAS, the Sullivan County Board of Education has pledged to pay out bonuses to eligible teachers and staff as part of the State of Tennessee's teacher bonus program; and

WHEREAS, the State of Tennessee has allocated funds to reimburse local school districts for the payout of said bonuses to teachers and staff; and

WHEREAS, the Sullivan County Board of Education has received a payment from the State of Tennessee in the amount of one million three hundred ninety-three thousand nine hundred eighty dollars (\$1,393,980.00) for this purpose; and

WHEREAS, it is the intent of the Sullivan County Board of Education to officially recognize, accept, and allocate these funds as reimbursement for the teacher bonuses paid;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the above amount (\$1,393,980.00). The revenue and expenditure account codes for this are as follows:

Account Number	Account Description	Amount
46590	Other State Education Funds	1,393,980
71100-188	Bonus Payments	1,216,000
71100-201	Social Security	75,392.00
71100-204	State Retirement	84,956.00
71100-212	Employer Medicare	17,632.00

Waiver of the Rules Requested

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

CONTINUED

Item 3
Resolution No. 2025-08-04

Duly adopted this 18th day of August 2025.

WAIVER OF RULES REQUESTED

Reviewed by Chairman: John T. Gardner
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: Teresa Jacobs
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard L. Donald
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Joyce Crosswhite

Cosponsor: Zane Vanover, everyone voting in the affirmative.

ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Waiver of Rules 17 Yes, 7 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

18 Item 3 Resolution No. 2025-08-04 Sponsors: Vanover/Crosswhite
Vote

119

Description

RESOLUTION TO RECOGNIZE AND ACCEPT STATE OF TENNESSEE
PAYMENTS FOR TEACHER BONUS REIMBURSEMENT INTO THE
SULLIVAN COUNTY BOARD OF EDUCATION'S GENERAL FUND.

Chairman

Gardner, John

Total vote result

Voting start time 6:42:56 PM

Voting stop time 6:43:19 PM

Voting configuration Vote

Voting mode Open

Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result	17	0

Individual voting result

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

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 4
Resolution No. 2025-08-05

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

RESOLUTION TO RECOGNIZE THE FY 2026 INNOVATIVE SCHOOL MODELS (ISM) GRANT FUNDS IN THE GENERAL PURPOSE SCHOOL FUND.

WHEREAS, the Sullivan County Department of Education has received funding through the state of Tennessee to support the Innovative School Models; and

WHEREAS, the funds granted to Sullivan County Department of Education for the 2025-26 year are \$710,594.76.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the above amount (\$710,594.76). The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
46790-717	Other State Grants	710,594.76
71100-700-717	Capital Outlay	56,547.31
71300-100-717	Personnel	53,900.00
71300-200-717	Employee Benefits	25,906.09
71300-400-717	Supplies & Materials	147,016.36
71300-700-717	Capital Outlay	200,185.79
72230-300-717	Contracted Services	25,000.00
72230-500-717	Other Charges	19,002.50
72710-300-717	Contracted Services	7,490.00
76100-300-717	Contracted Services	10,900.00
76100-700-717	Capital Outlay	164,646.71

Waiver of the Rules Requested

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

Duly adopted this 18th day of August 2025.

CONTINUED

Item 4

Resolution No. 2025-08-05

Reviewed by Chairman: John T. Gardner
 John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: Teresa Jacobs
 Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 by the following method: Hand delivered
Teresa Jacobs
 Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard S. Vanable
 Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
 Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

 Mayor, Sullivan County

Sponsor: Joyce Crosswhite

Cosponsor: Zane Vanover

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 5
Resolution No. 2025-08-06

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August, 2025.

A RESOLUTION TO RECOGNIZE AND ACCEPT A GRANT FROM THE UNIVERSITY OF TENNESSEE FOR RECRUITMENT AND RETENTION.

WHEREAS, the Sullivan County Department of Education has received a grant from the University of Tennessee for the purpose of recruitment and retention of professional staff; and

WHEREAS, this grant, known as the UT Recruitment and Retention Grant, provides twenty-five thousand dollars (\$25,000.00) to be used as a stipend for school psychologists; and

WHEREAS, it is the intent of the Sullivan County Department of Education to officially recognize, accept, and utilize these funds in accordance with the terms and conditions of the grant;

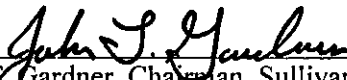
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the amount of \$25,000.00. The revenue and expenditure account codes for this are as follows

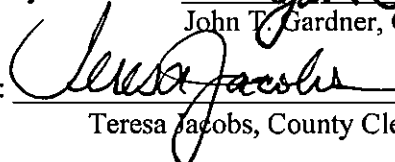
Account Number	Account Description	Amount
48130	Contributions	25,000.00
72220-124	School Psychologists	25,000.00

Waiver of the Rules Requested

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

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: 
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: 
Teresa Jacobs, County Clerk

CONTINUED

Item 5

Resolution No. 2025-08-06

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August 2025 at or about the following time 9:00 am by the following method: Hand delivered
Teresa Jacobs
 Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County:

Richard S. Venzalke
 Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County:

 Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method:

 Mayor, Sullivan County

Sponsor: Joyce Crosswhite**Cosponsor: Zane Vanover**

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 6
Resolution No. 2025-08-07

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August, 2025.

RESOLUTION TO APPROVE EXPENDITURES/APPROPRIATIONS FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE.

WHEREAS, on March 7, 2024, the Board of Education during its regularly scheduled meeting approved the expenditure from the Sullivan County Board of Education Undesignated Fund Balance in the amount of \$300,000.00 to cover the cost of an emergency alert system; and

WHEREAS, a portion of the previous year's fund balance allocations remains in the General Purpose School Fund, from which these funds may be appropriated; and

WHEREAS, the proposed expenditure for the Emergency Alert System is (\$146,238.74);

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said remaining allocations in the amount of \$146,238.74. The revenue and expenditure account codes for this are as follows

Account Number	Account Description	Amount
39000	Undesignated Fund Balance	146,238.74
76100-791	Other Construction	146,238.74

Waiver of the Rules Requested

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

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: 
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: 
Teresa Jacobs, County Clerk

CONTINUED

Item 6

Resolution No. 2025-08-07

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand Delivered
Teresa Jacobs
 Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County

Richard S. Venzell
 Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County:

 Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method _____

 Mayor, Sullivan County

Sponsor: Joyce Crosswhite**Cosponsor: Zane Vanover**

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 7
Resolution No. 2025-08-08

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

RESOLUTION to Recognize the FY 2026 Public School Security Grant funds in the 2025-26 budget

WHEREAS, the Sullivan County Department of Education has received funding through the state of Tennessee to support school security; and

WHEREAS, the funds granted to Sullivan County Department of Education for the 2025-26 year are \$157,980.46;


NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds; not to exceed the above amount (\$157,980.46). The revenue and expenditure account codes for the grant are as follows:

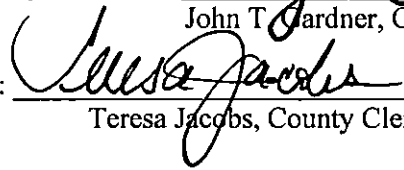
Account Number	Account Description	Amount
46980-719	Other State Grants	157,980.46
72130-790-719	Other Equipment	2,000.00
72620-399-719	Other Equipment	155,980.46

Waiver of Rules Requested

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

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: 
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: 
Teresa Jacobs, County Clerk

CONTINUED

Item 7

Resolution No. 2025-08-08

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August 2025, at or about the following time 9:00am by the following method: Hand delivered.

Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County:

Richard S. Vernalde
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____

Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____.

Mayor, Sullivan County

Sponsor: Joyce Crosswhite

Cosponsor: Zane Vanover

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 8
Resolution No. 2025-08-09

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION AUTHORIZING THE APPLICATION FOR, ACCEPTANCE (IF AWARDED), AND APPROPRIATION OF FUNDS FROM THE BROADBAND READY COMMUNITIES GRANT PROGRAM TO SUPPORT DIGITAL SKILLS TRAINING THROUGH SULLIVAN COUNTY LIBRARIES.

WHEREAS, the State of Tennessee, through the Tennessee Department of Economic and Community Development (TNECD), administers the Broadband Ready Communities (BRC) Grant Program using federal funds from the American Rescue Plan Act (ARPA) to support broadband adoption and digital inclusion initiatives; and

WHEREAS, the Broadband Ready Communities Grant provides funding of up to \$100,000 per eligible government entity with no local match requirement; and

WHEREAS, Sullivan County is eligible to apply for these funds to support efforts that promote digital literacy, improve access to broadband services, and enhance technology use among residents; and

WHEREAS, Sullivan County Public Libraries plan to use awarded funds to implement a Digital Skills Training and Workforce Development Program, an initiative designed to empower community members by enhancing digital literacy, promoting safe internet practices, and building confidence in using online services; and

WHEREAS, this program will include offering digital skills training classes at each library branch, helping residents acquire essential technology skills for personal development, education, and employment opportunities; and

WHEREAS, the Sullivan County Commission recognizes the importance of digital inclusion and supports the application for these funds to improve the quality of life, education, and economic opportunity for its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE:

SECTION 1. That the Sullivan County Commission hereby authorizes the application for Broadband Ready Communities Grant funds in the amount of \$32,680.

SECTION 2. That, if awarded, the Sullivan County Commission authorizes the acceptance of said funds and the appropriation of the full grant amount to the Sullivan County Library System for the

Item 8
Resolution No. 2025-08-09

implementation of the Digital Skills Training and Workforce Development Program, which includes classes and outreach efforts at all library branches to enhance digital access and education.

SECTION 3. That no local match shall be required for this grant, and no additional county funds shall be obligated by this resolution.

SECTION 4. That the Sullivan County Mayor, or their designee, is authorized to execute all necessary documents pertaining to the application, acceptance, and administration of this grant.

This Resolution shall take effect from and after its passage, the public welfare requiring it. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: John T. Gardner
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: Teresa Jacobs
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00am by the following method: Hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard S. Venable
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Commissioner Sam Jones

Cosponsor: Commissioner Andrew Cross

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 9
Resolution No. 2025-08-10

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING THE REAPPROPRIATION OF \$78,530 IN FUNDS FROM THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) TO THE CURRENT FISCAL YEAR BUDGET.

WHEREAS, Sullivan County was awarded funds through the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program for the purpose of enhancing energy efficiency within county-owned facilities; and

WHEREAS, a total of **\$78,530** was allocated during the previous fiscal year for the specific purpose of retrofitting the HVAC system at the **Sullivan County Finance Administrative Building**; and

WHEREAS, due to product unavailability and supply chain delays, the planned retrofit was not completed within the last fiscal year; and

WHEREAS, these grant funds remain earmarked for their original purpose and must be reappropriated in the current fiscal year to ensure the completion of the energy efficiency retrofit as intended; and

WHEREAS, the Sullivan County **Maintenance Department is requesting approval to amend its Fiscal Year 2025–2026 budget** to reflect the reappropriation of these funds; and

WHEREAS, it is in the best interest of Sullivan County to complete this HVAC retrofit project in order to reduce energy consumption, improve indoor environmental quality, and fulfill the objectives outlined in the EECBG award.

NOW, THEREFORE, BE IT RESOLVED the Sullivan County Board of Commissioners, meeting in regular session authorizes amending the Fiscal Year 2025-2026 County Buildings Fund budget by \$78,530 to reappropriate the Department of Energy's Energy Efficiency and Conservation Block Grant to be used to purchase HVAC equipment. Account codes to be assigned by the Finance Department. The unexpended balance of **\$78,530** in EECBG funds originally budgeted in the prior fiscal year be **reappropriated to the current fiscal year budget** for the **completion of the HVAC system retrofit at the Finance Administrative Building.**

1. The Sullivan County **Maintenance Department is authorized to amend its Fiscal Year 2025–2026 budget** to reflect this reappropriation accordingly.
2. The Sullivan County Mayor, Budget Office, and Finance Department are hereby authorized and directed to take all necessary actions to reflect this reappropriation in the official accounting records of the County.

Item 9
Resolution No. 2025-08-10

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Tennessee Department of Environment and Conservation (TDEC) and the U.S. Department of Energy as appropriate to ensure continued compliance with all grant terms and conditions.

This Resolution shall take effect from and after its passage, the public welfare requiring it. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: John T. Gardner
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: Teresa Jacobs
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025, at or about the following time 9:00am by the following method: hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard D. Donalde
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Hershel Glover

Cosponsor: Zane Vanover

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 10
Resolution No. 2025-08-11

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS REQUESTING APPROVAL TO AMEND THE FISCAL YEAR 2025–2026 SOLID WASTE BUDGET TO INCLUDE THE REAPPROPRIATION OF REMAINING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) IN THE AMOUNT OF \$94,134.54 FOR THE PURCHASE OF A CONVEYOR SYSTEM.

WHEREAS, Sullivan County was awarded grant funding by the Tennessee Department of Environment and Conservation (TDEC) to support capital improvements in the Solid Waste Department; and

WHEREAS, a portion of this funding, in the amount of **\$94,134.54**, was designated for the **purchase of a conveyor system** to enhance operational efficiency and material handling capacity at the county's recycling facilities; and

WHEREAS, the procurement process for this specialized piece of equipment proved to be more complex than anticipated, resulting in extended timelines to identify a qualified vendor capable of meeting the County's specifications and performance standards; and

WHEREAS, the funds originally allocated for this purpose remain unspent and must be reappropriated to the current fiscal year to ensure their continued use in accordance with the approved grant scope and intent; and

WHEREAS, the Sullivan County **Solid Waste Department is requesting approval to amend its Fiscal Year 2025–2026 budget** to reflect the reappropriation of these remaining grant funds; and

WHEREAS, the completion of this equipment purchase is essential to improving operational throughput and advancing the County's waste reduction and recycling objectives.

NOW, THEREFORE, BE IT RESOLVED the Sullivan County Board of Commissioners, meeting in regular session authorizes amending the Fiscal Year 2025-2026 Solid Waste Fund budget by \$94,135 to reappropriate the Tennessee Department of Environment and Conservation grant to be used to purchase a conveyor system. Account codes to be assigned by the Finance Department. The remaining **\$94,134.00** in grant funds awarded by the Tennessee Department of Environment and Conservation (TDEC) for the purchase of a conveyor system be **reappropriated to the Fiscal Year 2025–2026 Solid Waste budget**.

1. The Sullivan County Solid Waste Department is **authorized to amend its FY 2025–2026 budget** to reflect this reappropriation and proceed with the procurement process.

Item 10
Resolution No. 2025-08-11

2. The Sullivan County Mayor, Budget Office, and Finance Department are hereby authorized and directed to take all necessary actions to implement this amendment and ensure proper documentation in the County's financial records.

This Resolution shall take effect from and after its passage, the public welfare requiring it. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: John T. Gardner
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: Teresa Jacobs
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00am by the following method: Hand delivered

Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard S. Venable
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Zane Vanover

Cosponsors: Larry Crawford; Hershel Glover; Sam Jones; Joyce Crosswhite

ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 11
Resolution No. 2025-08-12

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

RESOLUTION TO AUTHORIZE FUNDING FOR COUNTY TAX RELIEF PROGRAM.

WHEREAS, in FY 2023-24 the State significantly reduced the State Tax Relief program funding, which critically affected Sullivan County's elderly and disabled (27% funding decrease) and Sullivan County's 100% disabled veterans and their widow/widowers (36% funding decrease) who are dependent on the program to help meet their financial needs; and

WHEREAS, funding for the State Tax Relief program will continue to be funded by the State Legislature but, because of continued decreases in funding at the State level, it is the desire of Sullivan County to assist their taxpayers in bridging the gap created by the decrease in State funding; and

WHEREAS, it is important the Trustee furnish timely and accurate records to the State for the creation of Sullivan County's Tax Roll.

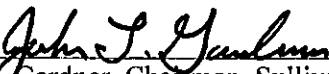
NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Trustee to issue County Tax Relief benefits to qualifying State Tax Relief recipients in a total amount not to exceed \$400,000.00 for FY 2025-2026.

BE IT FURTHER RESOLVED that the Trustee shall pay County Tax Relief benefits directly to qualifying taxpayers and will assess the benefit amount prior to allocations being made to funds.

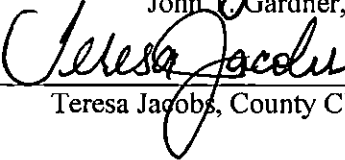
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: _____


John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: _____


Teresa Jacobs, County Clerk

CONTINUED

Item 11
Resolution No. 2025-08-12

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County

Richard S. Unalio
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____

Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Hershel Glover

Cosponsors: Dwight King; David Akard; Matt Slagle; Sam Jones; Mark Ireson; Jessica Means; Travis Ward; Zane Vanover

ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules at Regular Session.
08/18/25 (Regular Session) Approved on Consent 17 Yes, 7 Absent

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 12
Resolution No. 2025-08-13

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION OF THE SULLIVAN COUNTY COMMISSION AUTHORIZING THE SULLIVAN COUNTY SHERIFF TO ENTER INTO A FOUR-YEAR CONTRACT WITH TYLER TECHNOLOGIES TO PROVIDE INMATE SERVICES INCLUDING AMONG OTHER THINGS, COMMISSARY, PHONE, VIDEO VISITATION, AND APPROVE TECHNOLOGY GRANTS FROM CORRECT SOLUTIONS GROUP, LLC AND TYLER TECHNOLOGIES, AND TO AUTHORIZE THE SHERIFF TO DIRECT THE USE OF SAID GRANTS FOR LAW ENFORCEMENT AND DETENTION PURPOSES.

WHEREAS, Tyler Technology is willing to provide commissary services, phone services, video visitation, and other services to inmates of the Sullivan County Jail; and

WHEREAS, the Sullivan County Commission recognizes the need for continued investment in technology to support the Sullivan County Sheriff's for detention operations; and

WHEREAS, Correct Solutions Group, LLC ("CSG") has offered to provide Sullivan County with technology grants to be used at the direction of the Sheriff for detention purposes; and

WHEREAS, Tyler Technologies has also offered to provide Sullivan County with technology grants to be used at the direction of the Sheriff for detention purposes; and

WHEREAS, the Sullivan County Commission finds that acceptance of these grants will benefit public safety and enhance technology services within the County's detention facilities.

NOW, THEREFORE, BE IT RESOLVED by the Sullivan County Commission as follows:

Section 1. Contract with Tyler Technologies.

The Sullivan County Commission hereby approves the contract (attached) with Tyler Technologies for the provision of services to inmates of the Sullivan County Jail including, but not limited to, commissary services, phone services, video visitation services, for an initial term of four (4) years. Thereafter, the County may, at its option, extend the term of the contract for up to two (2) additional one-year contract terms.

Section 2. Approval of CSG Technology Grants.

The Sullivan County Commission hereby accepts the following technology grants from Correct Solutions Group, LLC:

1. A first grant in the amount of Three Hundred Thirty-Five Thousand Dollars (\$335,000) to be disbursed to Sullivan County within thirty (30) days following:
 - The commencement of telephone services, and
 - The successful completion of the first telephone call utilizing CSG's communications system.
2. A second grant in the amount of Three Hundred Thirty-Five Thousand Dollars (\$335,000) to be disbursed to Sullivan County on or before July 1, 2026.

3. The remaining two (2) years of technology grant and commission payments shall be subject to renegotiation at midterm (April 2027), contingent upon the Federal Communications Commission's (FCC) determination regarding the permissibility of such payments to correctional facilities.

Section 2. Approval of Tyler Technologies Grants.

The Sullivan County Commission hereby accepts the following technology grants from Tyler Technologies:

1. A first grant in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to be disbursed to Sullivan County within thirty (30) days following:

- Commencement of Video Visitation, Video Chat, Electronic Messaging, and Entertainment Content utilizing Tyler Technologies' system, and
- Confirmation that all services remain active and Tyler remains the exclusive provider.

2. A second grant in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to be disbursed to Sullivan County on or before July 1, 2026, contingent on:

- All services remaining active, and
- Tyler remaining the exclusive provider.

3. The remaining two (2) years of technology grant and commission payments shall be subject to renegotiation at midterm (April 2027), contingent upon the FCC's determination regarding continued permissibility of such payments to correctional facilities.

Section 3. Use of Funds.

The funds received from both CSG and Tyler Technologies shall be utilized at the direction of the Sullivan County Sheriff for detention purposes, in accordance with the terms set forth in the respective agreements.

A program code will be set up by the Sullivan County Accounts and Budgets department to allow for easier accounting of these funds.

Expenditure Account: 101 E 54210 400 \$485,000

WAIVER OF RULES REQUESTED

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

Duly adopted this ____ day of _____ 2025.

Reviewed by Chairman: _____
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: _____
Teresa Jacobs, County Clerk

CONTINUED

Item 12
Resolution No. 2025-08-13

Delivered to the Sullivan County Mayor or his secretary this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____.

Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____.

Mayor, Sullivan County

Sponsored by: Commissioner Joyce Crosswhite

Prime Co-Sponsor(s): Commissioner Zane Vanover, Mark Ireson, Gary Stidham

ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules at Regular Session on 08/18/25.

08/18/25 (Regular Session) There was an amended copy of this resolution passed out to the commission during the meeting. Chief Lee Carswell stated it was the correct copy that was to be voted on. That specific copy follows this one and is the copy of the resolution the County Commission voted on (see following).

Sullivan County, Tennessee
Board of County Commissioners

From Lee
Carroll
8/18/25

139

Item
Administrative/Budget/Executive
No.
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 14th day of Aug, 2025.

**A RESOLUTION OF THE SULLIVAN COUNTY COMMISSION
AUTHORIZING THE SULLIVAN COUNTY SHERIFF TO ENTER INTO A
THREE-YEAR CONTRACT WITH TYLER TECHNOLOGIES TO PROVIDE
INMATE SERVICES INCLUDING AMONG OTHER THINGS COMMISSARY,
PHONE, VIDEO VISITATION, AND APPROVE TECHNOLOGY GRANTS
FROM CORRECT SOLUTIONS GROUP, LLC AND TYLER TECHNOLOGIES,
AND TO AUTHORIZE THE SHERIFF TO DIRECT THE USE OF SAID
GRANTS FOR LAW ENFORCEMENT AND DETENTION PURPOSES**

WHEREAS, Tyler Technology is willing to provide commissary services, phone services, video visitation, and other services to inmates of the Sullivan County Jail, and

WHEREAS, the Sullivan County Commission recognizes the need for continued investment in technology to support the Sullivan County Sheriff's for detention operations; and

WHEREAS, Correct Solutions Group, LLC ("CSG") has offered to provide Sullivan County with technology grants to be used at the direction of the Sheriff for detention purposes; and

WHEREAS, Tyler Technologies has also offered to provide Sullivan County with technology grants to be used at the direction of the Sheriff for detention purposes; and

WHEREAS, the Sullivan County Commission finds that acceptance of these grants will benefit public safety and enhance technology services within the County's detention facilities;

NOW, THEREFORE, BE IT RESOLVED by the Sullivan County Commission as follows:

Section 1. Contract with Tyler Technologies.

The Sullivan County Commission hereby approves the contract (attached) with Tyler Technologies for the provision of services to inmates of the Sullivan County Jail

Sullivan County, Tennessee
Board of County Commissioners

140

A program code will be set up by the Sullivan County Accounts and Budgets department to allow for easier accounting of these funds.

Expenditure Account: 101 E 54210 400 \$485,000 PER YEAR

WAIVER OF RULES REQUESTED

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

Duly adopted this 18th day of August 2025.

Reviewed by Chairman: John T. Gardner John T. Gardner, Chairman,
Sullivan County Commission.

ATTEST: Teresa Jacobs Teresa Jacobs, County Clerk
Delivered to the Sullivan County Mayor or his secretary this the 21st day of August 2025 at or about the following time 9:00 am by the following method: Hand delivered

Teresa Jacobs Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: Richard A. Venable

Mayor, Sullivan County Reviewed and

VETOED by Mayor, Sullivan County: _____ Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsored by: Commissioner Joyce Crosswhite

Prime Co-Sponsor(s): Commissioner Zane Vanover, Mark Ireson, Gary Stidham

ACTIONS: 08/18/25 Amended by Sponsor to add the words "per year" after the expenditure amount in the last line of Section 1. Approved 17 Yes, 7 Absent

Sullivan County, Tennessee
Board of County Commissioners

including, but not limited to, commissary services, phone services, video visitation services, for an initial term of four (4) years. Thereafter, the County may, at its option, extend the term of the contract for up to two (2) additional one-year contract terms.

Section 2. Approval of CSG Technology Grants

The Sullivan County Commission hereby accepts the following technology grants from Correct Solutions Group, LLC:

1. A first grant in the amount of **Three Hundred Thirty-Five Thousand Dollars (\$335,000)** to be disbursed to Sullivan County within thirty (30) days following:
 - The commencement of telephone services, and
 - The successful completion of the first telephone call utilizing CSG's communications system.
2. A second grant in the amount of **Three Hundred Thirty-Five Thousand Dollars (\$335,000)** to be disbursed to Sullivan County on or before **July 1, 2026**.
3. The remaining two (2) years of technology grant and commission payments shall be subject to **renegotiation at midterm (April 2027)**, contingent upon the **Federal Communications Commission's (FCC) determination regarding** the permissibility of such payments to correctional facilities.

Section 2. Approval of Tyler Technologies Grants

The Sullivan County Commission hereby accepts the following technology grants from Tyler Technologies:

1. A first grant in the amount of **One Hundred Fifty Thousand Dollars (\$150,000)** to be disbursed to Sullivan County within thirty (30) days following:
 - Commencement of Video Visitation, Video Chat, Electronic Messaging, and Entertainment Content utilizing Tyler Technologies' system, and
 - Confirmation that all services remain active and Tyler remains the exclusive provider.
2. A second grant in the amount of **One Hundred Fifty Thousand Dollars (\$150,000)** to be disbursed to Sullivan County on or before **July 1, 2026**, contingent on:
 - All services remaining active, and
 - Tyler remaining the exclusive provider.
3. The remaining two (2) years of technology grant and commission payments shall be subject to **renegotiation at midterm (April 2027)**, contingent upon the **FCC's determination** regarding continued permissibility of such payments to correctional facilities.

Section 3. Use of Funds

The funds received from both CSG and Tyler Technologies shall be utilized **at the direction of the Sullivan County Sheriff for detention purposes**, in accordance with the terms set forth in the respective agreements.



MASTER SOFTWARE & SERVICES AGREEMENT

This Master Software and Services Agreement ("Agreement") is made as of the date of last signature below (the "Effective Date"), between Tyler Technologies, Inc. ("Tyler") and Sullivan County, Tennessee with an address of 140 Blountville Bypass, Blountville, TN 37617 ("Client") (individually, "Party" and collectively, "Parties").

PREAMBLE

WHEREAS, Tyler is engaged as a software and hardware services company; and

WHEREAS, Client desires to engage Tyler to provide software and hardware that enables Client to process inmate services on behalf of particular Client customers.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement will commence on the Effective Date, and will remain in effect, unless earlier terminated or later extended in accordance with the provisions of this Agreement, for an initial term of four (4) years. Thereafter, the County may, at its option, extend the term of the contract for up to two (2) additional one-year contract terms. Either party may provide notice to the other of its intent to terminate this agreement not less than sixty (60) days before the end of the then-current term. Notwithstanding any other provision of this Agreement, in the event that the agreement between Client and its client(s) is cancelled, rescinded, or terminated, then the cancellation, recession or termination of such agreement shall automatically terminate this Agreement, as of the date and time of such cancellation, recession or termination.
2. Services. The services to be performed by Tyler hereunder are detailed in the Investment Summary & Statement of Work attached hereto as "Exhibit A."
3. Rates, Fees, Expenses, Invoicing and/or Payment Terms. Client will pay for the Services in accordance with the Fees and Payment terms set forth in this Agreement, inclusive of Exhibit A. Additionally, Tyler and Client will enter into separate addendums as Client enters into contracts with correctional facilities. Such addendums will detail the products and services Tyler will provide to such correctional facilities and all such addendums are subject to the terms and conditions of this Agreement.
4. Relationship of the Parties. The parties agree that Tyler's affiliate, NIC Services, LLC ("Payment Facilitator"), a licensed money transmitter, will be performing money transmission services hereunder, if such services are in-scope under Exhibit A of this Agreement; use of "Tyler" in this Agreement may refer to Tyler or Payment Facilitator, as applicable. Client represents that it has the authority to appoint Payment Facilitator as an agent of county correctional facilities for the limited purpose of providing the money transmission services to county correctional facilities and Client contemplated hereunder. Any funds collected by Payment Facilitator under this Agreement shall be deemed for all purposes to be received by county correctional facilities. Accordingly, payor's obligations shall be deemed satisfied upon receipt of funds by Payment Facilitator. Except for the performance of money transmission services under this Agreement, Tyler is an independent operator and is neither an employee nor agent of Client. Nothing contained in this Agreement will be construed as creating a joint venture or employment relationship between the parties hereto, nor will either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other. All Tyler employees whom Tyler assigns to perform services for Client shall at all times be considered employees of Tyler. Neither party will be responsible for the other's business obligations, including but not limited to, insurance, worker's compensation and employment related taxes or healthcare obligations.

5. Confidential Information. In the course of the performance of this Agreement, either party may learn Confidential Information of the other party. Both parties agree to disclose such information to its employees only on a need-to-know basis and agree not to disclose such information to third parties unless legally required by judicial process. "Confidential Information" means information, including hard copy or electric form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (i) becomes public through no breach of Recipient; (ii) recipient rightfully receives from a third party without restriction; (iii) a party may give to any third party without confidentiality limitations or (iv) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. In no event shall either party use the other's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the other. The parties' obligations under this section will survive the termination and/or expiration of this Agreement for a period of three (3) additional years.
6. Tyler Technology.
 1. Generally. Tyler agrees to allow Client to utilize its Tyler Technology platforms solely in connection with the performance or receipt of services hereunder.
 2. Private Labeling. Client may private label Tyler Technology under its own brand with the specific stipulation that the brand use the moniker "Powered by Tyler" on its marketing, promotions, computer screens or anywhere the Client brand is displayed in connection with Tyler Technology.
 3. For purposes of this Agreement, "Tyler Technology" means the software programs and other information and technology created or developed by Tyler (in whole or in part, either alone or jointly with third parties) prior to or independent of this Agreement, including without limitation, articles of manufacture, processes and apparatus, data, writings and works of authorship (including, without limitation, software (executable code only), protocols, program codes, audio-visual effects created by program code, drawings and other tangible items (including, without limitation, materials, samples, components, tools and other operating devices), documentation related to all of the foregoing, and all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights in and to such programs, documentation, information and technology. Hardware property is defined as the kiosks outlined in Appendix A or other hardware listed in this Agreement, including any addendums or amendments hereto.
 4. Tyler grants Client a non-exclusive, non-transferable, royalty free license to use Tyler Technology during the Term of this Agreement solely for internal operational purposes as disclosed to us prior to the Effective Date. Except as provided herein to the contrary, the parties acknowledge and agree that (i) Tyler owns all rights, titles, and interests, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Tyler Technology, (ii) Tyler may employ, modify, disclose, and otherwise utilize Tyler technology (including, without limitation, providing services or creating programming or materials for other clients), and (iii) Client may not use similar technology platforms for the provision of services by or through Client to clients of Client other than those clients for which Client and Tyler do not have then-current ongoing Agreements. The licenses granted by Tyler to Client shall be transferable in the event of a merger, acquisition, or sale of Client business or assets.
 5. Restrictions. Except as expressly permitted in this Agreement, Client may not: (a) transfer or assign the Tyler Technology to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Technology; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Technology; or (d) publish or otherwise disclose the Tyler Technology to third parties.
 6. Tyler reserves all rights not expressly granted to you in this Agreement. The Tyler Technology is protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Technology. The Tyler Technology is licensed, not sold.

7. Warranties.

1. **Services.** Tyler will perform the Services in a professional and workmanlike manner, consistent with industry standards and warrants that it has the capability, experience, and means required to perform the services required by this Agreement. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
2. **Hardware.** Hardware is warranted to perform in accordance with our documentation for ninety (90) days following initial use.
3. **Software.** We warrant that the Tyler Software will be without Defect(s). If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Support Level Agreement. For purposes of this warranty:
 - a. "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
 - b. "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
 - c. "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

8. Indemnification.

- A. **General Indemnification.** To the extent authorized by applicable state law, and with regards to Client, only to the extent liability is otherwise imposed upon Client by Tennessee law independent of this contractual agreement, and without waiving any immunity, rights, defenses, damages, caps and/or protection available to Client under Tennessee law, each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by that party's negligence or willful misconduct, or (b) a violation of law applicable to that party's performance under this Agreement. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit, give sole control over its defense or settlement, and provide reasonable cooperation (at the indemnifying party's expense). The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnified party's written consent, not to be unreasonably withheld.
- B. **Tyler Intellectual Property Infringement Indemnification.**
 - I. We will defend you against any third-party claim(s) that the Tyler Technology infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - II. Our obligations under this section will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Technology in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - III. If we receive information concerning an infringement or misappropriation claim related to the Tyler Technology, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing;

or (c) replace it with a functional equivalent, in which case you will stop using the allegedly infringing Tyler Technology immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Technology consistent with the terms of this Agreement.

- IV. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Technology is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

9. Client Obligations.

- A. Client will comply with the general obligations set forth below together with any specific obligations described in this Agreement and exhibits in a timely manner.
- B. Client acknowledges that Tyler's ability to deliver the services hereunder is dependent upon Client's full and timely cooperation, as well as the accuracy and completeness of any information and data Client provides to Tyler. Therefore, Client will use reasonable efforts to: (i) provide Tyler with access to, and use of, all information, data, documentation, computer time, facilities, reasonably deemed necessary by Tyler, (ii) appoint a representative who will provide professional and prompt liaison with Tyler, (iii) be available at all times when Tyler or contracted personnel are at the project site (or designate an alternate with the same level of authority in the event of unavailability caused by illness or other valid reasons), and (iv) confer with the Tyler representative at regular intervals to review progress and resolve any issues relating to the services.
- C. Client or the applicable facility receiving software and services via an addendum to this Agreement if and as determined by Client, will be responsible for removing the cash from Kiosks and deposit it into the bank account of the facility. Tyler acknowledges and agrees that Client does not control the buildings and physical plant of its clients, therefore, Tyler and Client agree that each will use its best efforts to secure temporary work areas for the provision of services hereunder, but neither party shall be entitled to dedicated workspaces.

10. Dispute Resolution & Termination.

1. **Dispute Resolution.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with this Agreement.

- i. **For Cause.** If a party believes the other party (the "Breaching Party") has materially breached this Agreement, the aggrieved party will invoke the Dispute Resolution clause set forth above. Said party may terminate this Agreement for cause in the event the Breaching Party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in above.
- ii. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance for a period of forty-five (45) days or more.
- iii. **Insolvency, Bankruptcy, and Cessation of Business Activities.** Either party has the right to terminate this Agreement upon (i) insolvency of the other party, (ii) any filing of a petition in bankruptcy by or against the other party, (iii) any appointment of a receiver for the other party, (iv) any assignment for the benefit of the other party's creditors or (v) any cessation of the business activities forming the basis of this Agreement.

11. **Data.** Client is the sole owner of all data Client provides to Tyler under this Agreement. Client's data will be hosted in a third-party data center managed by Tyler and inaccessible to all other Tyler clients. Upon termination of this Agreement, Tyler will return all Client's data to Client in a mutually agreed upon file format.
12. **Insurance.** Tyler agrees to maintain insurance reasonably appropriate for its obligations under this Agreement. Specifically, Tyler shall maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000.

13. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES**

1. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PARTIES' LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS DEFINED IN THIS AGREEMENT, TOTAL FEES COLLECTED BY TYLER AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE FEES COLLECTED BY TYLER IN THAT ANNUAL RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8 ABOVE.
2. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. General Provisions:
 - 1) Non-Restrictive Relationship: Other than as defined in Sections 7 and 8 of this Agreement, Tyler may provide the same or similar services to other customers and agrees to use reasonable judgment to avoid any conflicts of interest.
 - 2) Assignment. Neither party may assign or otherwise transfer or delegate any of its rights, duties, or obligations hereunder without the prior written consent of the other party, except either party may, upon written notice to the other party, assign this Agreement or any of its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. No permitted subcontracting will relieve Tyler from any of its obligations under this Agreement.
 - 3) Subcontracting. Tyler retains the rights to enter into a subcontract for any of the Services performed under this Agreement without obtaining prior written approval of Client. Notwithstanding any use of subcontractors, Tyler shall be the prime contractor and shall be responsible for all work performed. Any subcontractor of Tyler shall comply with the same policies and procedures regarding background examinations, drug testing, and shall execute all waivers, consents, and agreements, which would be applicable to employees of Tyler.
 - 4) Force Maieure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control including, without limitation, power and/or telecommunication interruptions, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy, compliance with any regulations, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
 - 5) Notices. All notices required under or regarding this Agreement will be in writing and will be considered given if delivered personally, emailed to the email address set forth herein, mailed via registered or certified mail (return receipt requested and postage prepaid), or sent by courier (confirmed by receipt) addressed to the designated parties below the signature blocks.
 - 6) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
 - 7) Entire Agreement. This Agreement and its exhibits, including any addendums, constitute the entire agreement between Tyler and Client and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
 - 8) Applicable Law. This Agreement is made under and will be construed in accordance with the laws of Tennessee without giving effect to that state's choice of law rules.
 - 9) Headings. The headings and section titles in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any article or provision hereof.
 - 10) No Third-Party Beneficiaries. This Agreement inures to the benefit of Tyler and Client only and no third party shall have any rights hereunder.

11) Multiple Originals and Authorized Signatories. This Agreement may be executed in any number of counterparts, some of which may be photocopies and all of which taken together shall constitute one and the same instrument. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

16. Performance Bond. Tyler will secure a performance bond after execution of this Agreement in the face amount of \$970,000.00 for a term of twenty-four (24) months.

17. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary and Statement of Work
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Guaranteed Payment Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above.

Sullivan County, Tennessee

Signature: _____

Print Name: _____

Title: _____

Date: _____

Notices:

Sullivan County, Tennessee
155 School Avenue, Ste.308
Blountville, TN 37617

Attn: Purchasing Agent

Tyler Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Attn: Chief Legal Officer

EXHIBIT A – Investment Summary

Tyler agrees to provide software and processes on behalf of Client to execute and fulfill commissary requests on behalf of Client. In order to execute these services, Tyler agrees to provide:

A. Software

- 1) All software updates to existing software modules and security of software;
 - a. *Any new features or module upgrade requests to be billed to Client on a per hour or per project basis and determined at the time of the request.
- 2) Backend financial reports updated instantly;
- 3) Full access to all backend reports;
- 4) Vending management software;
- 5) Vending product inventory control management (as needed).
- 6) Order entry system (as needed).
- 7) Synchronization of all software with existing or new commissary and jail management systems at cost to Client to be determined at the time of request and agreed upon by both parties;
- 8) SSL certificates and other security measures.

B. Financial

- 1) All credit card processing fees;
- 2) Support for toll-free deposit line/system;
- 3) All merchant processing fees, gateway fees;
- 4) Refund management;
- 5) Processing of all chargebacks;
- 6) Weekly ACH transfers to designated bank accounts.

C. Other

- 1) Handling of customer service calls related to deposits or hardware;
- 2) Website synchronization;
- 3) Oversee all installation of hardware (prices will be presented).
- 4) Integration of any new software updates.
- 5) Service and parts for all lobby machines.
- 6) Video visitation services provided through Tyler Technology as needed (additional fees may apply).

7) Inmate email services (additional fees may apply to inmates).

D. Hardware and Installation Services

Tyler will provide the hardware at no cost to the Client and warranted for the initial sixty (60) days of use.

1) See Investment Summary below.

Sales Quotation For

Sullivan County Tennessee Sheriff's Office

Tyler Software

Description	
<input type="checkbox"/>	Commissary Deposits
<input type="checkbox"/>	Commissary Ordering
<input checked="" type="checkbox"/>	Phone Deposits
<input checked="" type="checkbox"/>	Video Visitation
<input checked="" type="checkbox"/>	Video Chat
<input checked="" type="checkbox"/>	Electronic Messaging with Mail Scanning
<input type="checkbox"/>	Debit Card Release
<input type="checkbox"/>	Pin Debit Transfer
<input type="checkbox"/>	Bonding Fees
<input checked="" type="checkbox"/>	Premium Content
<input type="checkbox"/>	GPS Tracking Devices
<input type="checkbox"/>	Alcohol Monitoring Devices
<input checked="" type="checkbox"/>	Grievances
<input checked="" type="checkbox"/>	Inmate Requests
<input type="checkbox"/>	Trust Account Management
<input type="checkbox"/>	Banking and Accounting Software
<input type="checkbox"/>	Warehouse Module
<input checked="" type="checkbox"/>	PREA and Suicide Alerts
<input checked="" type="checkbox"/>	Facility Documents and Videos
<input type="checkbox"/>	Resource Project
<input checked="" type="checkbox"/>	Tech Deposits

Tyler Services:**Description**

- ☒ Infrastructure Installation and Setup
- ☒ Other Services

Tyler Hardware:

Description	Quantity	Unit Price	Total
<input checked="" type="checkbox"/> Wall-Mounted Kiosk	As requested	\$0	\$0
<input type="checkbox"/> Lobby Kiosk	0	\$0	\$0
<input type="checkbox"/> Booking Kiosk	0	\$0	\$0
<input checked="" type="checkbox"/> Tablet	1:1 ratio	\$0	\$0
<input checked="" type="checkbox"/> Charging Carts	40	\$0	\$0
<input checked="" type="checkbox"/> Inmate Phones	As requested	\$0	\$0
<input checked="" type="checkbox"/> Additional Hardware		\$0	\$0

Total Hardware Fees: \$0**Hardware:**

Wall mount kiosks – As requested by the facility

1:1 ratio of Tablets to Inmate

40 – Tablet Charging Carts

1 – Scanner for Incoming Mail

Inmate Phones – As requested by the facility (to be provided by Correct Solutions LLC)

NO COST to the County for any investigative tools, software, equipment, or training. In addition, we also include a full-time dedicated technician/site administrator and the unlimited use of our Investigations Department and personnel.

Rate, Fee and Applicable Revenue Share Charts*

Phone Call	Per Minute Rate Set per FCC rule (Based on Population)	
Local	\$0.21 per minute	
IntraLATA	\$0.21 per minute	
InterLATA	\$0.21 per minute	
InterState	\$0.21 per minute	
International	\$1.00 per minute	
Rates		
Offsite Video Visitation	\$0.38 per minute	
Video Chat (Inmate Initiated)	\$0.38 per minute	
Electronic (Email/Text) Messaging	\$0.25 per message (in and out of facility)	
Electronic Messaging Attachments	\$0.25 per attachment	
Entertainment Content	\$0.06 per minute	

**All rates, Fees, and Commissions are subject to change in order to remain in compliance with applicable laws and regulations.*

Correct Solutions Group, LLC ("CSG") will provide the County with a technology grant to be used at the direction of the Sheriff for any law enforcement/detention purpose as set forth below:

1. Technology Grant.

(a) The first technology grant in the amount of **Three Hundred Thirty Five Thousand Dollars (\$335,000)** shall be disbursed to the County within **thirty (30) days** following the commencement of telephone services and the successful completion of the first telephone call utilizing CSG's communications system.

(b) The second technology grant in the amount of **Three Hundred Thirty Five Thousand Dollars (\$335,000)** shall be disbursed to the County on or before **July 1, 2026**.

2. Midterm Technology Grant Negotiation.

The remaining two (2) years of technology grant and commission payments shall be subject to renegotiation at **midterm (April 2027)**, contingent upon the Federal Communications Commission's determination regarding the continued permissibility of commission payments and/or technology grants to correctional facilities.

Tyler Technologies will provide the County with a technology grant to be used at the direction of the Sheriff for any law enforcement/detention purpose as set forth below:

1. Technology Grant.

(a) The first technology grant in the amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** shall be disbursed to the County within **thirty (30) days** following the commencement of Video Visitation, Video Chat, Electronic Messaging, and Entertainment Content utilizing Tyler Technologies system. The payment is contingent upon all services (i) remaining active and (ii) Tyler being the exclusive provider.

(b) The second technology grant in the amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** shall be disbursed to the County on or before **July 1, 2026**. The payment is contingent upon all services (i) remaining active and (ii) Tyler being the exclusive provider.

2. Midterm Technology Grant Negotiation. The remaining two (2) years of technology grant and commission payments shall be subject to renegotiation at **midterm (April 2027)**, contingent upon the Federal Communications Commission's determination regarding the continued permissibility of commission payments and/or technology grants to correctional facilities.



Exhibit B

Invoicing and Payment Policy

Invoicing & Payments.

- 1) Unless otherwise indicated in this Agreement or an applicable addendum or amendment hereto, transaction-based fees are invoiced on a monthly basis, in arrears.
- 2) One-time fees for hardware are invoiced upon delivery of the hardware.
- 3) Payments are due thirty (30) days from invoice date.
- 4) Expenses. There are no travel expenses in scope.
- 5) Invoice Disputes. If Client believes any delivered hardware or service does not conform to the warranties in this Agreement, you will provide Tyler with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Tyler will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.
- 6) Hardware Return. Tyler expressly reserves the right to demand return of any hardware provided to Client or Client customer upon the termination, expiration, or nonrenewal of this Agreement or an applicable addendum. Title to such hardware remains with Tyler throughout.



**EXHIBIT B
Schedule 1**

GUARANTEED PAYMENT POLICY

1. SERVICES

Tyler provides credit card, debit card, and cash payments from Clients who wish to fund designated accounts.

2. POLICY

When an individual makes a payment transaction using a credit card, or debit card, and/or cash into the Tyler payment system; Tyler will authorize or decline the transaction. Upon authorization Tyler makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. Tyler will guarantee the delivery of all funds to the institution, facility, or service provider on all authorized transactions typically within seven (7) business days to allow for a fund clearing period from the merchant account processors.

3. PURPOSE

Tyler provides this guarantee benefit of a risk-free solution for these payments for our customers and partner service providers to facilitate the convenient, immediate use of these funds in order to provide better service for our customers. Tyler can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, Tyler will require some Client cooperation in our collection and recovery procedures.

4. COLLECTION & RECOVERY PROCESS

Tyler, with the cooperation of the Client or court system, will use the following collection processes:

Upon receiving a charge back from the financial institution, Tyler will:

- a. At our option, Tyler can block the trust or commissary;
- b. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a \$25 collection or non-sufficient funds fee;
- c. Only accept new funds into blocked account if depositor acknowledges that new funds will be first be used to pay off the delinquent account;
- d. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor, to collect funds in excess of \$500 that are otherwise determined to be uncollectable.

Additionally, Tyler has predicated our guarantee on the basis that the Client or service provider agrees to the following support:

- a. Agree to cooperate in the Tyler collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances, adhering to blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
- b. On an account-by-account basis, Tyler reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method, or card.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Tyler Software associated with SaaS Fee payments. For the avoidance of doubt, this SLA does not apply to any Tyler Software associated with transaction fee payments. Additionally, this SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 9 AM to 5 PM (Monday – Friday) Central. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Incident Handling

160

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation.

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

27 Item 12 Resolution No. 2025-08-13 Sponsors: Crosswhite/Vanover
Vote

162

Description

A RESOLUTION OF THE SULLIVAN COUNTY COMMISSION TO APPROVE TECHNOLOGY GRANTS FROM CORRECT SOLUTIONS GROUP, LLC AND TYLER TECHNOLOGIES, AND TO AUTHORIZE THE SHERIFF TO DIRECT THE USE OF SAID GRANTS FOR LAW ENFORCEMENT AND DETENTION PURPOSES.

Chairman

Gardner, John

Total vote result

Voting start time 7:05:14 PM
Voting stop time 7:05:50 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result		17 0

Individual voting result

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

SULLIVAN COUNTY
Board of County Commissioners
245th Annual Session

Item 13
Resolution No. 2025-08-14

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION AUTHORIZING THE APPLICATION, ACCEPTANCE (IF AWARDED), AND APPROPRIATION OF FUNDS FROM FEMA/TEMA FOR THE PURCHASE AND INSTALLATION OF THREE PERMANENT STANDBY GENERATORS AT KEY SULLIVAN COUNTY GOVERNMENT LOCATIONS TO ENSURE CONTINUED OPERATIONS DURING EMERGENCY SITUATIONS.

WHEREAS, the Federal Emergency Management Agency (FEMA), through the Hazard Mitigation Grant Program (HMGP), and the Tennessee Emergency Management Agency (TEMA) offer funding to support the implementation of hazard mitigation measures that reduce the risk of loss of life and property from future disasters; and

WHEREAS, Sullivan County has identified a critical need for permanent standby generators to maintain operational continuity during emergencies at the following essential county facilities:

- Sullivan County Emergency Management Agency, 1651 Blountville Bypass, Blountville, TN 37617
- Emergency Staging Area / Shelter-in-Place Facility, 1651 Blountville Bypass, Blountville, TN 37617
- Sullivan County Mayor's Office / Finance Department, 155 School Avenue, Blountville, TN 37617; and

WHEREAS, the total project cost is proposed to be funded through a combination of federal, state, and local sources, with FEMA providing 75%, TEMA providing 12.5%, and Sullivan County contributing the remaining 12.5%; and

WHEREAS, securing this grant funding will strengthen the County's disaster preparedness and ensure that critical government functions can be sustained during power outages and emergency events.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, in regular session, that:

1. The Sullivan County Mayor, or his designee, is hereby authorized to apply for funding in the amount of **\$581,500** from the FEMA/TEMA Hazard Mitigation Grant Program for the purchase and installation of three permanent standby generators as described herein;
2. If awarded, the Sullivan County Mayor is further authorized to accept said funds and to execute any and all necessary documents required to facilitate the grant award, including agreements and contracts with federal, state, and local agencies or vendors;

3. The Sullivan County Finance Department is authorized to establish the appropriate budget line items and to appropriate the total project cost in the amount of **\$581,500** to be funded as follows:

- FEMA (75%) Contribution: \$436,125
- TEMA (12.5%) Contribution: \$72,688
- Local (12.5%) Match Requirement: \$72,688

Duly adopted this 18th day of August 2025.

WAIVER OF RULES REQUESTED

Reviewed by Chairman: *John T. Garcher*
John T. Garcher, Chairman, Sullivan County Commission.

ATTEST: *Teresa Jacobs*
Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand Delivered

Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County:

Richard L. Venable
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County:

Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: Joyce Crosswhite

Cosponsors: Tony Leonard; Michael Cole

ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Waiver of Rules 16 Yes, 8 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

28 Item 13 Resolution No. 2025-08-14 Sponsors: Crosswhite/Leonard
Vote

165

Description

A RESOLUTION OF THE SULLIVAN COUNTY COMMISSION TO APPROVE TECHNOLOGY GRANTS FROM CORRECT SOLUTIONS GROUP, LLC AND TYLER TECHNOLOGIES, AND TO AUTHORIZE THE SHERIFF TO DIRECT THE USE OF SAID GRANTS FOR LAW ENFORCEMENT AND DETENTION PURPOSES.

Chairman

Gardner, John

Total vote result

Voting start time

7:09:07 PM

Voting stop time

7:10:20 PM

Voting configuration

Vote

Voting mode

Open

Vote result

RESOLUTION AUTHORIZING THE APPLICATION OF, ACCEPTANCE OF APPROPRIATION OF FUNDS FROM FEMA/TEMA FOR THE PURCHASE AND INSTALLATION OF THREE PERM. STANDBY GENERATORS AT KEY LOCATIONS TO ENSURE CONT'D OPERATIONS DURING EMERGENCY SITUATIONS.

Yes	16
Abstain	0
No	0
Total Present	16
Absent	8

Group voting result

Group	Yes	Absent
No group	16	0
Total result		16

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
245th Annual Session**Item 14
Resolution No. 2025-08-15

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2025.

A RESOLUTION TO PLACE FOR SALE COUNTY-OWNED PROPERTY AT 1052 BRISTOL CAVERNS HIGHWAY BY PUBLISHING PUBLIC NOTICE OF INTENT TO SALE AND NECESSARY STEPS OF PROCESS FOR WOULD-BE BUYERS TO PLACE OFFERS OF PURCHASE OF SAID PROPERTY.

WHEREAS, by court order, Sullivan County became the owner of property located at 1052 Bristol Caverns Highway and the county has no use for this parcel; and

WHEREAS, multiple individuals have expressed interest and/or made offers to purchase this property from the county, a move which would place it back on the tax roll; and

WHEREAS, per county policy the potential sale of the property was reviewed by the Financial Management Committee, which voted to recommend to the full Commission that the property be advertised for sale to give those interested a clear path to legally pursue purchase of it.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Sullivan County, meeting in Regular Session this 18th day of September, approve placement of county-owned property at 1052 Bristol Caverns Highway for sale and direct the office of the County Mayor to cause to be published a public notice of intent to accept offers to purchase the property and to include in such notice the proper steps required for those interested to place their offers.

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

WAIVER OF RULES REQUESTED

Duly adopted this 18th day of August 2025.

CONTINUED

Item 14
Resolution No. 2025-08-15

Reviewed by Chairman: John T. Gardner
John T. Gardner, Chairman, Sullivan County Commission.

ATTEST: _____

Teresa Jacobs, County Clerk

Delivered to the Sullivan County Mayor or his secretary this the 21st day of August, 2025 at or about the following time 9:00 am by the following method: Hand delivered
Teresa Jacobs
Teresa Jacobs, County Clerk.

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County

Richard L. Vonnahme
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: _____

Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the _____ day of _____, 20____ at or about the following time _____ by the following method: _____

Mayor, Sullivan County

Sponsor: David Hayes

Cosponsors: Hershel Glover; Dwight King

ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules at Regular Session on 08/18/25. 08/18/25 (Regular Session) Approved on Waiver of Rules 17 Yes, 7 Absent

Agenda subject voting report

Meeting name

Sullivan County Commission August 18 2025

8/18/2025

29 Item 14 Resolution No. 2025-08-15 Sponsors: Hayes/Glover
Vote

168

Description

A RESOLUTION TO APPROVE PUTTING UP FOR SALE COUNTY-OWNED PROPERTY AT 1052 BRISTOL CAVERNS HIGHWAY BY GIVING PUBLIC NOTICE THAT SAID PROPERTY IS FOR SALE AND ADVERTISING THE PROCESS TO PLACE AN OFFER TO PURCHASE IT.

Chairman

Gardner, John

Total vote result

Voting start time 7:13:57 PM
Voting stop time 7:14:17 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	17
Abstain	0
No	0
Total Present	17
Absent	7

Group voting result

Group	Yes	Absent
No group	17	0
Total result		17

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



AND THEREUPON COUNTY COMMISSION ADJOURNED AT 7:25 P.M. UPON MOTION MADE BY COMMISSIONER CALTON TO MEET AGAIN IN WORK SESSION ON SEPTEMBER 11, 2025.



JOHN T. GARDNER

COMMISSION CHAIRMAN