#### August 14, 2025

001

#### BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN MONTHLY WORK SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, AUGUST 14, 2025, AT 6:00 P.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS CHAIRMAN JOHN GARDNER AND TERESA JACOBS, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

#### TO WIT:

The Commission was called to order by Chairman John Gardner, Corporal Dustin Joyner opened the commission and Commissioner Larry Crawford gave the invocation. The pledge to the flag was led by Commissioner Gary Stidham.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

	MARK IRESON
DARLENE CALTON	SAM JONES
JOE CARR	DWIGHT KING
MICHAEL COLE	
LARRY CRAWFORD	
ANDREW CROSS	
JOYCE CROSSWHITE	JESSICA MEANS
JOHN GARDNER	ARCHIE PIERCE
HERSHEL GLOVER	
CHERYL HARVEY	GARY STIDHAM
	ZANE VANOVER
DANIEL HORNE	

17 PRESENT, 7 ABSENT ABSENT AT ROLL CALL: AKARD, HAYES, LEONARD, LOCKE, MCMURRAY, SLAGLE, WARD

The following pages indicate the action taken by the Commission on rezoning requests for the month of August, 2025.

# 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:

- Wite

**Publication Dates:** <u>08/07/2025</u>

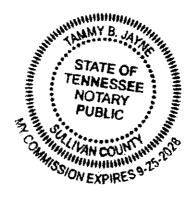
Ad#: 11543

Ron Waite

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

Tammy B. Jayne - Notary Public

My commission expires: September 25, 2028



This legal notice was published online at www.timesnews.net and www.tnpublicnotice.com during the dates listed.

This publication fully complies with Tennessee Code.

#### 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 provided 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

#### Agenda subject voting report

Meeting name

Sullivan County Work Session August 14 2025

8/14/2025

4 Roll Call by Teresa Jacobs, County Clerk

Roll Call

00.

**Description** Roll Call

**Chairman** Gardner, John

Total vote result

Voting start time 6:03:54 PM Voting stop time 6:05:05 PM

Voting configuration Roll Call - Attendances

Voting mode Open

Vote result

Present	<b>17</b>
Total Present	17
Flotal Soate	28
Absent	7

#### **Group voting result**

Group	Yes	- Ahnonit
No group	17	0
Total resu	ılt 17	<u> </u>

#### Individual voting result

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

#### SULLIVAN COUNTY

Board of County Commissioners Order of Business August 14, 2025 6:00 p.m.

#### **REZONING HEARING**

- Call to Order
- . Chairman John Gardner presiding
- ❖ Invocation
- Pledge to the American Flag
- Roll Call by Teresa Jacobs, Sullivan County Clerk
- Public Hearing and Commission Vote for Rezoning Requests and/or Zoning Text Amendments

Item 1 Resolution No. 2025-08-01

Sponsors: Calton/Hayes

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

Case #1 - J. Mark and Wendy L. Bowery, 5562 Hwy. 126, Blountville, 37617, R-1 to A-1, to align property's zoning with its current use. Commission District 6.

❖ Adjournment of Rezoning Hearing

# Sullivan County Board of County Commissioners 245th Annual Session Rezoning Hearing

Item 1 Resolution No. 2025-08-01

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

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

WHEREAS the rezoning petition(s) have been duly initiated; have been before the appropriate Regional Planning Commission (recommendations enclosed); and shall receive a public hearing as required prior to final action from the County Commission; and

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

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

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

Duly passed and approved this 14th day of August 2025.

Reviewed by Chairman:

John T. Cardner, Chairman, Sullivan County Commission
( March Janat 1
ATTEST: CONSOLUCIONE
Teresa Jacobs/County Clerk, Sullivan County
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Delivered to the Sullivan County Mayor or his secretary this the day of
Definered to the Sullivan County Mayor or his secretary this the day of at or about the following time 205 at or about the following time
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( LLINX mode)
- Les Les Les
County Clerk, Sullivan County

11.491

**CONTINUED** 

Introduced by: Commissioner Darlene Calton Seconded by: Commissioner David Hayes

ACTIONS: 08/14/25 (Work Session) Approved 17 Yes, 7 Absent

#### Agenda subject voting report

Meeting name

Sullivan County Work Session August 14 2025

8/14/2025

6 Item 1 Resolution 2025-08-01 Sponsors: Calton/Hayes

Vote

Description

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

Chairman

Gardner, John

Total vote result

Voting start time 6:05:36 PM Voting stop time 6:06:08 PM Voting configuration Vote

Voting mode Open

Vote result

Yes		17
Abstain		0
No was a summer		
Total Present		17
Absent	2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	7 - 7

#### Group voting result

Group	A		Yes	Absent
No group		·	17	0
-		 Total result	17	βT

#### Individual voting result

Name: **	Yes	Abstain	No	Absent
Akard, David ()		1		Х
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	×		_	
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X	T 1		
Harvey, Cheryl ()	X			
Hayes, David ()		1		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			1
Slagle, Matt ()		Ī		1 X
Stidham, Gary ()	X			
Vanover, Zane ()	X			
Ward, Travis ()				_ X

# SULLIVAN COUNTY BOARD OF COMMISSIONERS Rezoning Hearing

## **Public Comment Rezoning Requests**

August 14, 2025

## PLEASE PRINT INFORMATION

-	Name	Street Address	City
1	Craig Niebruegge. Garry J. Calcott	5933 Cochise Tr	King sport
2	Garry J. Calcott	5933 Cochise Tr 5593 Huy 126	Kingsport Blogatuille
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5			
6			
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10			
11		<del></del>	
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13			
14			

#### Zoning Plan: Rezoning Requests and/or Zoning Text Amendments

## SULLIVAN COUNTY COMMISSION PUBLIC HEARING MEETING.

#### August 14, 2025 - Work Session

RESOLUTION #1 - To Consider the following zoning amendments (map or text) as reviewed by the Regional Planning Commission.

Motion by: Calton Seconded by: Hayes

Order of Cases	Date of Application	Applicant's Name	Neighbor Opposition	Staff's Recommendation	Planning Commission's Recommendation	Regional Planning Commission Jurisdiction	Current Zoning District	Requested Zoning District	Civil District	Commissioner District
	6/5/2025	Mark & Wendy Bowery	o Yes		A management	Kingsport	• <b>R-</b> 3	. Ai	701	
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			ik alder bestellt 1. junior 1992 2. destatus 1992					6-23		
										TOTAL SECTION OF THE
				Voling	unmary.					
	<u>Nar</u>	118	Case	Yes	<u>No</u>	Pass / Absain	A	bsent	Pas	s (Yes or No)
	Mark& Wer	kdy Bovery : ;	ereret.	16.1				<b>. 2</b> (1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	er Ger	. ŸĒS
				re i vive di stratic Na grazifica de cara	er er besete i blig fi gjend er blig gjoden blig fil				e Zaje ye	
				a gray yan daka Majarik Kebupat						
	18. A									
Footnote:	ZTA: Zoning Text Amendment  2TA: Zoning Text Amendment						of Amplication is when the			

# Case #1

#### R-1 to A-1

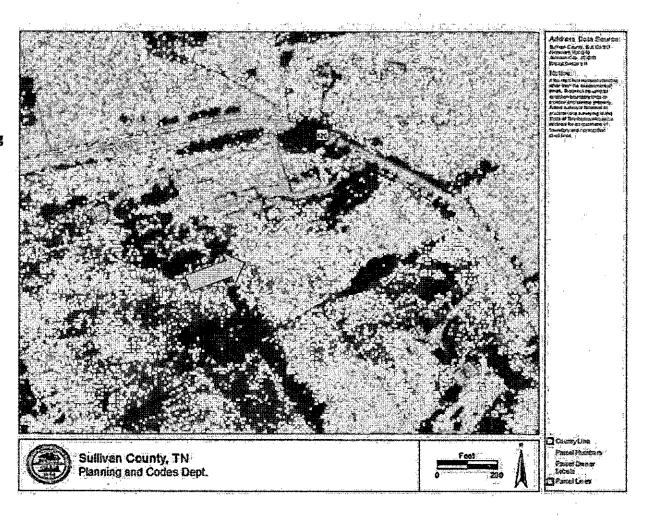
Low Density/Single-Family Residential District to General Agricultural/Estate Residential District for the purposed of aligning their zoning district with their current use Tax Map 049 Parcel 029.00

for Mark & Wendy Bowery

Kingsport Regional Planning Commission voted to send an unfavorable recommendation to the County Commission

Kingsport City Urban Growth Boundary 5562 Highway 126, Blountville

Civil District 7th
Commission District 6th
(Home, Means, Vanover)



#### PETITION TO SULLIVAN COUNTY FOR REZONING

A request for rezoning is made by the person named below; said request to go before the <u>Kingsport</u> tegional Planning Commission for recommendation to the Sullivan County Board of Commissioners.

Date: 06/05/2025

Property Owner: J MARK & WENDY L BOWERY

Address: 5562 HIGHWAY 126, BLOUNTVILLE, TN 37617

Phone number: 423-446-0227

Email: WENDY@BOWERYINS.COM

		den		

Tex Map: 049

Group:

Percel: 029.00

Zoning Map:

Zoning District: R-

Proposed District: A-1

Civil District:

Property Location: 5562 HIGHWAY 126, BLOUNTVILLE, TN 37647

Commission District:

Purpose of Rezoning: CORRECT ZONING TO AGRICULTURE IN LIEU OF R-1

Planning Commission: Place: Kingspor Date: July 17, 20;	Meetings 4 Planning 415 Broad St. 3rd Floor Board Room 15 time: 6:00 PM
	Approved: Denied:
County Commission:	E.
Place: Historic Courthouse	<sup>2rd</sup> Floor Commission Chambers 3411 Highway 128, Blountvills TN
Date: Ougust 1	4,2025 Time: 6:00 PM
	Approved: X APPROVED 16 YES, 8 ABSENT Denied:

#### **DEED RESTRICTIONS**

I understand that rezoning does not release my property from the requirements of private deed/Subdivision restrictions. The undersign, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

Owner's Signature

Notone Bublio

Date: 6/5

My Commission E

1/85/2028

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SULLIVATION OF

#### Agenda subject voting report

Meeting name

Sullivan County Work Session August 14 2025

8/14/2025

7 Case 1 Vote

012

Description

Case #1 – J. Mark and Wendy L. Bowery, 5562 Hwy. 126, Blountville, 37617, R-1 to A-1, to align property's zoning with its current use.

Commission District 6.

Chairman

Gardner, John

Total vote result

Voting start time 6:21:20 PM Voting stop time 6:22:01 PM

Voting configurationVoteVoting modeOpen

Vote result

Yes	The state of the s	16°
Abstain	<del></del>	0
No		0 3 4 4 4 4
Total Present		16
Absent		8

Group voting result

Group STATE CONTROL OF THE STATE OF THE S	Yes	Absent
No group	16	0
Total result	16	b, 8

#### Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()				X
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X	T i		1
Cross, Andrew ()	X			1
Crosswhite, Joyce ()	X			1
Gardner, John ()	X			Ì
Giover, Hershel ()	X	1 -		
Harvey, Cheryl ()	X		-	
Hayes, David ()				X
Horne, Daniel ()	X			
Ireson, Mark ()	X			1
Jones, Sam ()	X		-	
King, Dwight ()	X			
Leonard, Tony ()				X
Locke, Hunter ()		1		×
McMurray, Joe ()				X
Means, Jessica ()	_ X			
Pierce, Archie ()	X			
Slagle, Matt ()				X
Stidham, Gary ()				X
Vanover, Zane ()	X			
Ward, Travis ()		1		X

Printed: 8/14/2025 6:22:01 PM

illivañ (082) x Year 2025   Reappraisa	2025	Jan 1 Owner  BOWERY J MARK & WENDY L  5562 HWY 126  BLOUNTVILLE TN 37617		Current Owner	HWY 126 5582 Ctd Mass: Group: Percel: 049 029.00	Pt: \$1: 600
ue Information		······································		Residential Building #: 1	· · · · · · · · · · · · · · · · · · ·	
d Market Value: rovement Value: al Market Appraisal: lessment Percentage: lessment: ditional Information neral Information neral Information ss: 60 - Residential r#: retal Service District 1: 000 trict: 07 mber of Buildings: 1 filles - Water/Sewer: 03 - PUBL lities - GasiGas Type: 00 - NON libuildings & Yard Items g OutBuildings & Yard Items ig OutBuildings A Yard Items g Sale Information list on subsen nd Information sid Acres: 9.18	en subsequent pages quent pages Calculated Acres: 1			Improvement Type: 01 - SINGLE FAMILY Exterior Walk: 11 - COMMON BRICK Heat and AC: 7 - HEAT AND COOLING SPLIT Quality: 1 - AVERAGE Squaro Feet of Living Area: 2846 Foundation: 02 - CONTINUOUS FOOTING Roof Freming: 02 - GABLEARP CabinetMillwork: 03 - AVERAGE Interior Finish: 07 - DRYWALL Bath Tiles: 00 - NONE Shape: 04 - IRR SHAPE	Stories: 1.00 Actual Year Built: 1958 Plumbing Fixtures: 9 Condition: AV - AVERAGE Floor System: 04 - WOOD W/ SUB FLOOR Roof Cover/Deck: 03 - COMPOSITION SHINGLE Floor Finish: 09 - HARDWOOD/PARQUE Paint/Decor: 03 - AVERAGE Electricat: 03 - AVERAGE Structural Frame: 00 - NONE	
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				in the state of th	BSF - BASE SEMI FINISHED	80
					BMF - BASEMENT FINISHED	57
					OPF - OPEN PORCH FINISHED	. 8
					BMU - BASEMENT UNFINISHED	81
					UTU - UTILITY UNFINISHED	. 8

allding #	Туро	Description	ArealUnits
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	PBN - POLE BARN	28X36	1,008
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- •	CUD - DETACHED CARPORT UNFINISHED	21X40	840
*	PFO - OPEN PORCH FINISHED	TO THE RESIDENCE OF THE PROPERTY OF THE PROPER	210
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#### de Information

elo Dalo	Price	Bock	Page Vacant/Improved	Type Instrument	Qualification
/15/2013	\$417,000	3102	1159 I-IMPROVED	WO-WARRANTY DEED	M - PHYSICAL DIFFERENCE
30/2006	\$430,000	2419C	360 1-IMPROVED	WD - WARRANTY DEED	ामक्या करणास्त्रक का काम क्षित्रक का का कि अपने का अपन - N≓ NON-ARM'S LENGTH
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Property Information	5562 Highway 126 County Rezoning		
Address meaning of the state of the	5562 Highway 126 Kings	sport, TN 37617	
Tax Map, Group, Parcel	Tax Map 049, Parcel 029	.00	
Civil District	7th Civil District		
Overlay District	N/A	man and the state of the state	
Land Use Designation	Single Family		
Acres	+/- 9.18	The first production of the second state of the second sec	
Existing Use	Residential/Agriculture	Existing Zoning County R-1	
Proposed Use Communication	Residential/Agriculture	Proposed Zoning County A-1	
Owner/ Applicant Informa	lion		
Name: J Mark & Wendy L. Address: 5562 Highway 126 City: Blountville State: TN Zip Code: 36 Phone: (423)-446-0227	j	Intent: To rezone from county R-1 to A-1 for the purposes of matching the existing primary use of the property.	
Planning Department Reco	mmendation		

The Kingsport Planning Division recommends sending a positive recommendation to the Sullivan County Commission for the following reasons:

- The zoning change is compatible with the surrounding zoning.
- The zoning change will appropriately match the areas existing land use.

#### **Staff Field Notes and General Comments:**

Staff recommends sending a **POSITIVE** recommendation to the Sullivan County Commission to rezone 5562 Highway 126 from county R-1 to A-1. The rationale for this recommendation is based upon the subject area being in conformance with both county and city Future Land Use Plans.

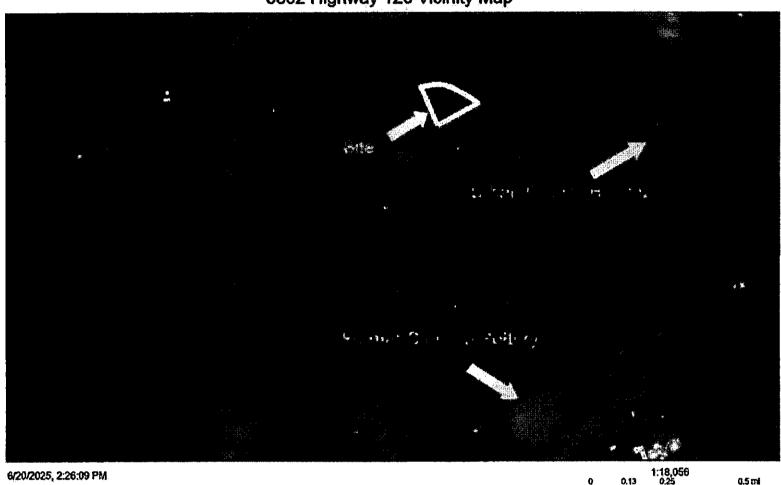
Planner: Sa	unuel Cooper	Date: 7/17/2025
Planning C	ommission Action	Meeting Date 7/17/2025
Approval:	B. C.	A The control of the
Denial:		Reason for Denial:
Deferred:		Reason for Deferral:

#### Sullivan County Zoning Code

- 5. R-1. Low Density/Single-Family Residential District These districts are designed to provide suitable areas for single-family residential development within areas that are predominantly characterized by low-density suburban residential development. Residential development consists of single-family detached dwellings and other accessory structures thereto. The intensity of development permitted within these districts is directly related to the availability of public water service and sewage capabilities. These districts also include community facilities, public utilities, and open uses that serve specifically the residents of these districts, or that are benefited by an open residential environment without creating objectionable or undesirable influences upon residential developments. It is the express purpose of this resolution to exclude from these districts all buildings or other structures and uses having commercial characteristics, whether operated for profit or otherwise, except that uses on review, with supplementary provision and home occupations specifically provided by these regulations for these districts shall be considered as not having such characteristics if they otherwise conform to the provisions of this resolution.
- 3. A-1. General Agricultural/Estate Residential District These districts are designed to provide suitable areas for single-family residential development located within a rural environment. Residential development consists of single-family residential detached dwellings and such other structures as are customary and accessory, thereto. The intensity of development permitted within these districts is directly related to the availability of public water service. These districts also include community facilities, public utilities, and open uses, which serve specifically the residents of these districts, or that are benefited by an open residential environment without creating objectionable or undesirable influences upon residential developments. These districts provide for large tracts and open space on the fringe of higher densities of residential development and may transition into other districts as development evolves. These districts shall also provide for customary home occupations and farm employee housing situated on the large farming tracts (see definition in Appendix) and singlewide mobile homes on individual parcels.

Page | 2

## 5562 Highway 126 Vicinity Map



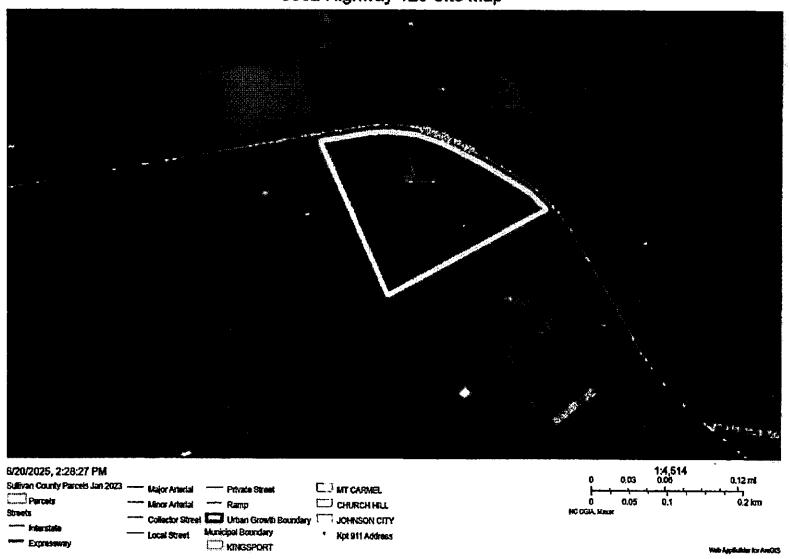
6/20/2025, 2:26:09 PM

Urban Growth Boundary MT CARMEL JOHNSON CITY

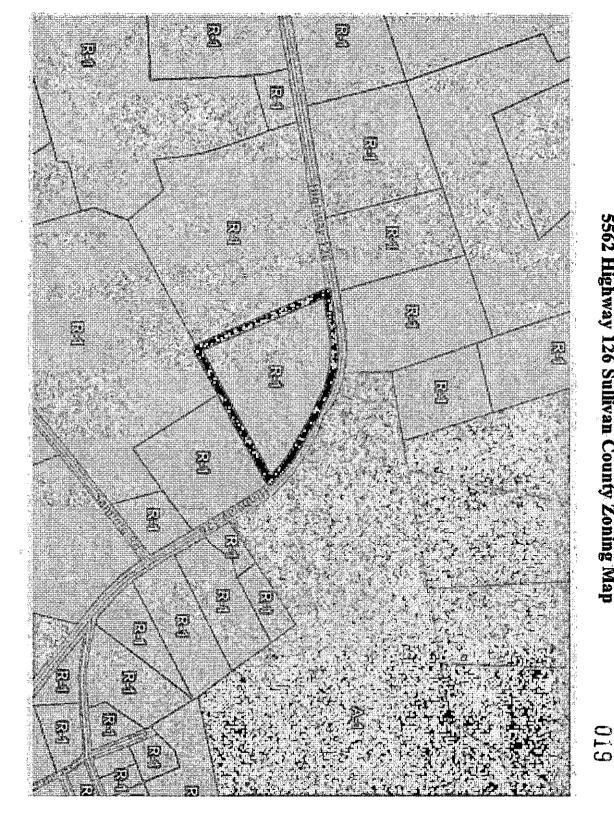
**Municipal Boundary** CHURCH HILL KINGSPORT

0.8 km

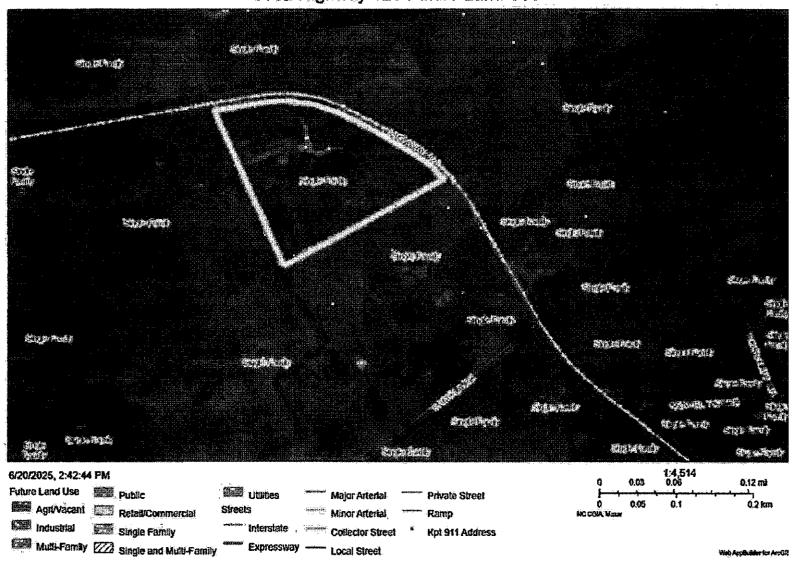
### 5562 Highway 126 Site Map



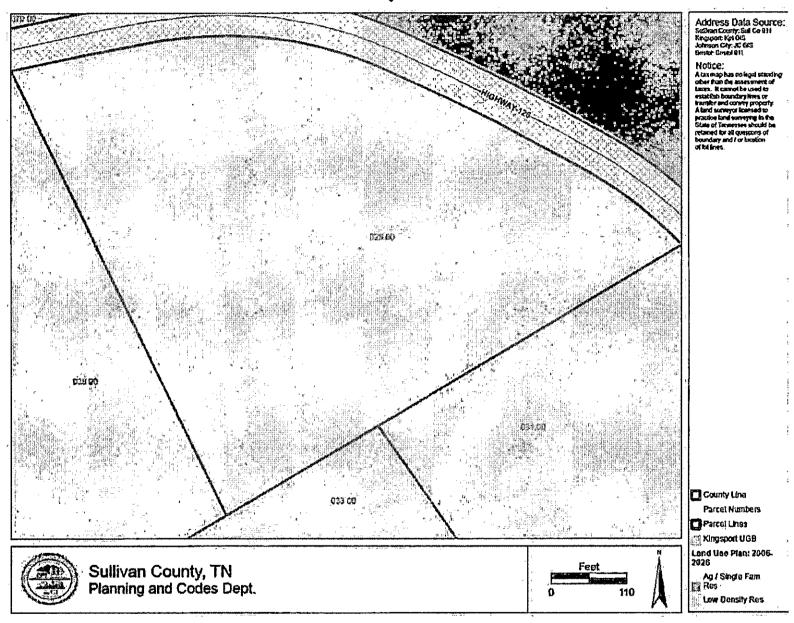
# 5562 Highway 126 Sullivan County Zoning Map



#### 5562 Highway 126 Future Land Use



#### Sullivan County Future Land Use



## Northern Property View



#### **Eastern Property View**



#### Standards of Review.

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? The proposal will permit a use suitable to the area due to the property's proximity to other county A-1 zoning areas and the property's compatibility with the other county R-1 zones.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property? This proposal will not have any adverse effect on the existing use or usability of the adjacent or nearby properties.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned? The current and proposed zones offer reasonable economic use for the subject property.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan? Both the City and County land use plans permit the rezoning to take place.

Proposed use: County, A-1 (General Agriculture/Estate Residential District)
The Future Land Use Plan recommends: County: Low-density Residential
City: Single-family

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal? The existing conditions of the property present supporting grounds for the zoning change, as the property aligns with other county A-1 zoning areas within close proximity to the property.
- 6. Whether the present district boundaries are illogically drawn in relation to existing conditions? The present district boundaries are logically drawn for residential use.
- 7. Whether the change will create an isolated district unrelated to similar districts: The proposed A-1 zone will exist in harmony with existing A-1 zones adjacent to the property.

#### Recommendation

Staff recommends sending a POSITIVE recommendation to the Sullivan County Commission to rezone 5562 Highway 126 from county R-1 to A-1. The rationale for this recommendation is based upon the subject area being in conformance with both county and city Future Land Use Plans.

# Petition to Oppose Property Subdivision at 5562 Highway 126, Blountville, TN

To the Kingsport Regional Planning Commission,

We, the undersigned residents of the Indian Springs neighborhood in Kingsport and Blountville, TN, respectfully petition the Kingsport Regional Planning Commission to deny the proposed subdivision of the property located at 5562 Highway 126 Blountville, TN for the purpose of installing a singlewide trailer.

Statement of Concern: The Indian Springs neighborhood is a cohesive community spanning Kingsport and Blountville, characterized by well-maintained large estates of 5 acres or more with single-family homes valued at \$500,000 and above. The proposed subdivision to place a single-wide trailer on the property directly across from residences in Blountville and within Kingsport city limits threatens the aesthetic integrity, property values, and quality of life in our neighborhood. This development is inconsistent with the established character of Indian Springs and could set a precedent for incompatible land use.

#### Reasons for Opposition:

- 1. Impact on Property Values: Real estate research demonstrates that introducing lower-value housing, such as singlewide trailers, in high-value residential areas can reduce property values by up to 10-15%. For Indian Springs homeowners, this could translate to significant financial losses, undermining the investments made in our homes.
- 2. Preservation of Community Aesthetics: The Indian Springs neighborhood is defined by its consistent architectural style, well-maintained landscaping, and cohesive visual appeal. A singlewide trailer, typically associated with different design and maintenance standards, would disrupt the neighborhood's aesthetic harmony, which is a key factor in its desirability and market value.
- 3. Petential Infrastructure and Traffic Concerns: Subdividing the property could increase traffic and strain local infrastructure, such as water, sewer, and road systems, which are not designed for higher-density development in this area. This could negatively affect residents on both sides of the Kingsport-Blountville boundary.
- 4. Community Consensus: Many Indian Springs residents, including those unable to attend the public meeting on July 13, 2025, strongly oppose this subdivision. This petition reflects the collective voice of our community, including residents in both Kingsport and unincorporated Sullivan County, who share concerns about the long-term impact on our neighborhood.

Request in accordance with Tennessee Code Annotated § 13-4-303, which empowers the Planning Commission to regulate subdivisions to ensure harmonious development, we respectfully request that the Kingsport Regional Planning Commission deny the proposed subdivision of the property at [Insert Property Address]. We further urge the Commission to consider zoning policies that protect the existing character and value of Indian Springs, ensuring future developments align with the neighborhood's standards.

Contact Information: Garry and Lorinon Calcutt

5593 Hwy. 126, Blountville, TN 37617

423-646-3925

Clesussoon@gmail.com

Note to the Commission:

As the proposed subdivision is located directly across from residences in Biountville, Sullivan County, we respectfully request that the Commission consider the cross-jurisdictional impact on Sullivan County residents. We have notified the Sullivan County Planning and Codes Department to ensure their awareness of this matter.

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720 2

# Analysis of Property Value Impact in Indian Springs, Blountville, TN Local Housing Market Contest:

- The average home value in Blountville is approximately \$267,984, with a median list price of \$348,000 in July 2025, and homes in the Indian Springs area often fall in the higher range due to their proximity to Kingsport and desirable amenities like larger lots and scenic views.
- Indian Springs includes a mix of single-family bases, often with 2 500–3 000 square feet,
   priced between \$300,000 and \$600,000, with some huxurious properties exceeding this range.
- Homes valued at \$500,000 or more in this area are typically newer or upgraded, with features
  like brick exteriors, hardwood floors, and proximity to schools like Indian Springs Elementary
  or recreational areas like Boone Lake.

#### Impact of a Single-Wide Trailer:

- A single-wide trailer (typically 600–1,300 square feet, valued at \$20,000–\$90,000 in Tennessee)
   on an adjacent lot in Indian Springs would likely be percrived as inconsistent with the neighborhood's aesthetic and market expectations.
- Indian Springs is characterized by larger, well-maintained homes on spacious lots, and the
  introduction of a mobile home could disrupt the visual and market uniformity, particularly for
  homes in the \$500,000+ range. This is especially relevant given your prior concern about a
  neighbor's plan to subdivide and place a single-wide trailer, which suggests local sensitivity to
  such changes.
- Real estate studies indicate that mobile hours in neighborhoods of higher-value, site-brilt
  homes can reduce adjacent property values by 5–20%, with the impact depending on proximity,
  condition of the trailer, and neighborhood standards. In Indian Springs, where community
  aesthetics and property values are prioritized, the effect is likely toward the higher end, around
  10–15%.
- For a \$500,000 home, this translates to a potential value decrease of \$50,000-\$75,000. For
  homes valued above \$600,000, the impact could scale proportionally, potentially reaching
  \$90,000 or more, especially if the trailer is visible from the property or affects curb appeal.

#### **Factors Specific to Indian Springs:**

- Zoning and Regulations: Sullivan County and Kingsport zoning laws may restrict single-wide
  trailers in certain subdivisions like Indian Springs, especially if deed restrictions or
  homeowners' associations (HOAs) exist. Your prior interaction with the Kingsport Regional
  Planning Countission suggests active community oversight, which could limit the trailer's
  placement or mitigate its impact if enforced.
- Market Perception: Buyers in Indian Springs, often seeking proximity to Tri-Cities amenities
  (e.g., The Pinnacle, Tri-Cities Airport) and schools like Indian Springs Elementary, principle
  naighborhood consistency. A single-wide trailer could deter high-end buyers, reducing demand
  and thus impacting sale prices.

Recent Sales Data: While specific sales data for Indian Springs is limited in the provided
references, Blountville's market shows homes selling above asking price in some cases,
indicating strong demand. However, a trailer could weaken this trend for adjacent properties.

#### **Data Limitations:**

- No direct studies or sales data specifically address the impact of a single-wide trailer in Indian
  Springs. The estimate is based on general real estate trends and the resighborhood's
  characteristics.
- Recent sales data for Blountville shows 56–105 homes listed, with median prices around \$315,000–\$348,000, but high-end homes in Indian Springs skew higher.

# COUNTY COMMISSION WORK SESSION August 14, 2025

- Public Comment Agenda Items
- ❖ Public Comment: Non-Agenda Items
- \* Review of Draft Resolutions
- ❖ Announcements
- \* Conclusion of Work Session

#### OLD BUSINESS

None.

#### **New Business**

Item 1 Resolution 2025-08-02

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

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

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

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

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

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

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

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

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

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

Sponsors: Glover/King

RESOLUTION TO AUTHORIZE FUNDING FOR COUNTY TAX RELIEF PROGRAM.

Item 12 Resolution 2025-08-13

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.

Item 13 Resolution 2025-08-14

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 (DRAFT) No copy passed out to commission Sponsors:

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	day of		_2025.
Reviewed by Chairman:			
-	John T. Gardner	, Chairman, Sulliva	n County Commission.

#### CONTINUED

Item 1 Resolution No. 2025-08-02

ATTEST:
Teresa Jacobs, County Clerk
Delivered to the Sullivan County Mayor or his secretary this the day of, 20 at or about the following time by the following method:
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
Sponsor: Michael Cole
Cosponsors: Travis Ward, Andrew Cross
ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda for Regular Session on

08/18/25.

# 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. and the same rescinded insofar as such conflict exists.	All resolutions in conflict herewith be
Duly adopted this day of	_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 day of, 20 at or about the following time by the following method:	
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 following met	y the hod:
	- <b>•</b>
Mayor, Sullivan County	

Sponsor: Zane Vanover

Cosponsors: Joyce Crosswhite
ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda for Regular Session on

08/18/25.

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 Sulivan 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.

			Item 3 Resolution No. 2025-08-04
Duly adopted this	day of	2025.	

Reviewed by Chairman:	
John T. Gardner, Chairman	n, Sullivan County Commission.
ATTEST:	
Teresa Jacobs, County Clerk	
Delivered to the Sullivan County Mayor or his secre, 20 at or about the following method:	etary this the day of following time by the
following method:	·
Teresa Jacobs, County Clerk.	
ACTION BY MAYOR	
Reviewed and ACCEPTED by Mayor, Sullivan Cor	unty: Mayor, Sullivan County
Reviewed and VETOED by Mayor, Sullivan Count	•
	y: Mayor, Sullivan County
Delivered to the Chairman of the Sullivan County	Commission or his designee this the
day of, 20 at or a following	method:
	·
	Mayor, Sullivan County

Sponsor: Joyce Crosswhite
Cosponsor: Zane Vanover
ACTIONS: 08/14/25 (Work Session) To be considered on Waiver of Rules for Regular Session on

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	day of	2025

### CONTINUED

Item 4 Resolution No. 2025-08-05

Reviewed by Chairman:	N	esolution No. 2025-08-05
Reviewed by Chairman: John T. Gardner, Cha	airman, Sullivan County Co	nmission.
ATTEST:		
Teresa Jacobs, County Clerk		
Delivered to the Sullivan County Mayor or his, 20 at or about following method:	s secretary this theut the following time	by the
Teresa Jacobs, County Clerk.		
ACTION BY MAYOR		
Reviewed and ACCEPTED by Mayor, Sulliva	an County:	Country
Reviewed and VETOED by Mayor, Sullivan O	County:  Mayor, Sullivan  Mayor, Sullivan	
Delivered to the Chairman of the Sullivan Couday of, 20; following	unty Commission or his desi at or about the following tim	gnee this the by the method:
	Mayor, Sulli	,
Spanson, Javos Chassachita		

Sponsor: Joyce Crosswhite
Cosponsor: Zane Vanover
ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda for Regular Session on

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	day of	2025.
Reviewed by Chairman	:	
	John T. Gardner, Cha	airman, 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 day of	
, 20 at or about the following		e
following method:		·
Teresa Jacobs, County Clerk.		
ACTION BY MAYOR		
Reviewed and ACCEPTED by Mayor, Sullivan County:		
Reviewed and VETOED by Mayor, Sullivan County:	Mayor, Sullivan County	
	Mayor, Sullivan County	
Delivered to the Chairman of the Sullivan County Com	mission or his designee this the _	
day of , 20 at or about	t the following time	by the
following		method:
<del></del>		·
	Mayor, Sullivan County	

Sponsor: Joyce Crosswhite Cosponsor: Zane Vanover

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

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 i	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, Cha	airman, 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	day of
, 20 at or about the following time	e by the
following method:	·
Teresa Jacobs, County Clerk.	
ACTION BY MAYOR	
Reviewed and ACCEPTED by Mayor, Sullivan County:	Sullivan County
Pavious and VETOED by Moyor Sullivan County	•
Mayor, S	Sullivan County
Delivered to the Chairman of the Sullivan County Commission or	his designee this the
day of, 20 at or about the follow	wing time by the
following	method
	·
May	or, Sullivan County

Sponsor: Joyce Crosswhite
Cosponsor: Zane Vanover
ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda for Regular Session on

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	day of	2025.
Reviewed by Chairma	n:	
•	John T. Gardner, Chairman	, Sullivan County Commission.
ATTEST:		
Teres	a Jacobs, County Clerk	

CONTINUED

Item 7 Resolution No. 2025-08-08
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
Mayor, Sullivan County
Sponsor: Joyce Crosswhite Cosponsor: Zane Vanover ACTIONS: 08/14/25 (Work Session) To be placed on Consent agenda for Regular Session on 08/18/25.

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 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 day of	2025.
Reviewed by Chairman:	
John T. Gardner, Chair	man, Sullivan County Commission.
ATTEST:	
ATTEST: Teresa Jacobs, County Clerk	
Delivered to the Sullivan County Mayor . 20 at or about	or his secretary this the day of 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 Co	unty:
	Mayor, Sullivan County
Delivered to the Chairman of the Sullivan Coun	ty 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 for Regular Session on

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025. 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 \_\_\_\_\_ 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

Sponsor: Hershel Glover
Cosponsor: Zane Vanover

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

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.
- 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	day of	2025.	
Reviewed by Chairma	n:		
•	John T. Gardner, Cha	irman, Sullivan County Commission.	
ATTEST:			
Teres	a Jacobs, County Clerk		
Delivered to the St	ıllivan County Mayor , 20 at or abou	or his secretary this the by the	_ day of following
method:			
Teresa Jacobs, County	Clerk.		
ACTION BY MAYOR			
Reviewed and ACCEF	TED by Mayor, Sulliva	n County: Mayor, Sullivan County	
	• • •	Mayor, Sullivan County	
Reviewed and VETOR	ED by Mayor, Sullivan C	County: Mayor, Sullivan County	
		Mayor, Sullivan County	
Delivered to the Chair	man of the Sullivan Cou	inty Commission or his designee this the	
day of	, 20 a	nty Commission or his designee this the at or about the following time	by the
following			method:
			<u> </u>
		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 for Regular Session on

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	day of	2025.
Reviewed by Chairman	1:	
•	John T. Gardner, Cha	irman, Sullivan County Commission.
ATTEST:		
Teresa	a Jacobs, County Clerk	
	CON	NTINUED

Item 11 Resolution No. 2025-08-12

Delivered to the Sullivan Cor	unty Mayor or	his secretary	this the	_ day of	
	20 at or a	bout the follo	wing time	by the	
following method:					·
Teresa Jacobs, County Clerk	•	_			
ACTION BY MAYOR					
Reviewed and ACCEPTED 1	by Mayor, Sul	livan County:	Mayor, Sullivan Co		
Reviewed and VETOED by	Mavor, Sulliva	an County:	iviayon, bannvan oc	, and	
	<i>,</i>		Mayor, Sullivan Co	ounty	_
Delivered to the Chairman or	f the Sullivan	County Comr	• •	•	
day of	, 20	at or about	the following time		by the
following					method:
			Mayor, Sullivar	ı 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 for Regular Session on

# Delinquent Taxes Turned Over to Chancery Real Property

Tax Year	Amount	% of Due
2021 \$	1,550,128	1.68%
2022 \$	1,088,344	0.12%
2023 \$	1,079,551	. 1,15%

As of August 11, 2025

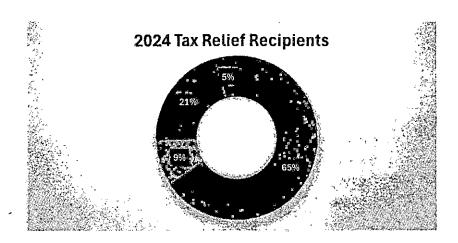
# 2024 Taxes

Total Aggregate \$	115,816,728.00
Uncollected as of February 28, 2025 \$	12,093,130.00
Uncollected as of August 11, 2025 \$	3,950,009.00

# American Financial Credit Services Personal Property Tax Collections

Turned Over	o AFCS		Date Turned Over		Total Coll	ections
Tax Year 2013	\$	115,571	Dec 2024		Dec-24	16,023
Tax Year 2014	\$	148,420	Dec 2024		Jan-25	36,382
Tax Year 2015	\$	170,531	Dec 2024		Feb-25	47,749
Tax Year 2016	\$	. 95,713	Dec 2024		Mar-25-	16,174
Tax Year 2017	\$	107,283	Dec 2024	· ·	Арг-25	9,109
Tax Year 2018	\$ ,	.87,093	Dec 2024		<sup>≁</sup> May-25 💛 .	23,324
Tax Year 2019	\$	139,684	Dec 2024	,	Jun-25	167,712
Tax Year 2020	\$	166,921	Dec 2024		Jul-25	20,279
Tax Year 2021	<b>`</b> \$	169,468	Dec 2024		* * * * * * * * * * * * * * * * * * * *	•
Tax Year 20 <u>2</u> 2 🚦	<b>, \$</b> `	260,704	Dec 2024 -			* * *
Tax Year 2023	\$	439,561	March 2025	-		#
				e de la companya de l		
Total Turn Over	\$ 1	,900,949			Total	336,752

# Sullivan County Trustee Tax Relief Comparison



# 2024 PAID OUT:

Elderly -2222
Disabled - 306
Disabled Veteran - 740
Dis.Veteran Widow(er) - 156
Applicants = 4008
Paid Out = 3424
as of August 11, 2025

Increase from Prior Year 0.0% Paid by State = \$938,709 Paid by County = \$243,328

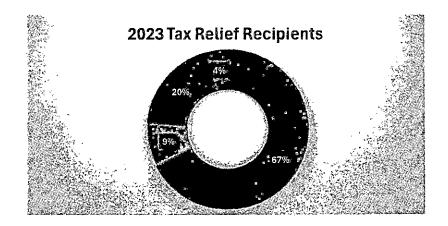
## **2023 PAID OUT:**

Elderly - 2303 Disabled - 307 Disabled Veteran - 664 Dis.Veteran Widow(er) - 150

Total Recipients = 3424

Increase from Prior Year 5.9%

Paid by State = \$848,592 Paid by County = \$228,725



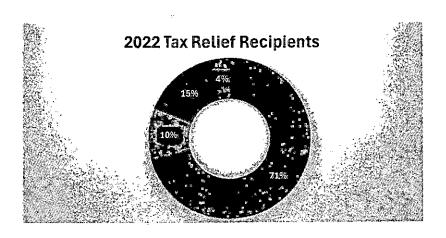
## **2022 PAID OUT:**

Elderly - 2292 Disabled - 333 Disabled Veteran - 489 Dis.Veteran Widow(er) - 120

Total Recipients = 3234

Increase from Prior Year 4.6%

Paid by State = \$957,060



# 2024 Tax Relief Paid by County \$2.4962 Tax Rate

	Breakdown Percentage		
			Cost to Fund
General Fund	0.9498	38.05%	\$92,585.90
Solid Waste Fund	0.0577	2.31%	\$5,624.56
Highway Fund	0.0875	3.51%	\$8,529.44
County Capital Outlay Fund	0.0837	3.35%	\$8,159.02
Debt Service Fund	0.3369	13.50%	\$32,840.80
Sullivan Schools	0.4063	16.28%	\$39,605.87
Kingsport Schools	0.2103	8.42%	\$20,499.91
Bristol Schools	0.3586	14.37%	\$34,956.10
Johnson City Schools	0.0054	0.22%	\$526.39
			\$243,328.00

# Average Tax Relief Recipients Income & Taxes

Brinkley Assessment	2024 <b>\$62,300</b> Value Increase	2025 \$130,400 \$68,100			Moore. Assessment	2024 \$42,200 Value increase	2025 \$74,200 \$32,000	
Property Taxes	\$389 Tax Increase	\$526 \$137 <b>35.24%</b>	INCOME \$ 14,580		Property Taxes	\$263 ①ax increase	\$ 7 - \$36	INCOME \$ 18,686
Cassell	2024	2025			Littie	2024	2025	
Assessment .	\$62,700 Value Increase	\$106,300 - \$43,600			Assessment	\$130,400 Value Increase	\$259,100 \$128,700	
Property Taxes	\$391	\$429			Property Taxes	\$814	\$1,045	
	Tax increase	\$37 9.55%	INCOME \$ 30,573			Tax Increase	\$231 28.39%	INCOME \$ 22,650
Cloud	2024	2025			Mayes - : *	2024	~ 2025	, E
Assessment	\$112,100 Value Increase	<b>\$220,800</b> \$108,700		PR	Assessment	\$75,900 Value Increase	\$149,500 \$73,600	
Property Taxes	\$700	\$890			Property Taxes	\$474	\$603	and an interpretability of the arrays of
	Tax increase	\$191 2 <b>7.27</b> %	INCOME \$ 28,807			Tax Increase	\$129 27.27%	\$ 9, 16,702
Detaney ***	were the second of the second	2025			Mayen	2024	2025	
Assessment	\$56,400 Value Increase	\$114,500 \$58,100			Assessment	\$134,200 Value Increase	\$231,200 \$97,000	
Property Taxes	\$352	\$462			Property Taxes	\$837	\$932	
	, Tax Increase	\$110 31. <b>18</b> %	INCOME \$ 27,400			Tax Increase	\$95 <b>11.32</b> %	INCOME \$ 17,280
Gambrell	2024	2025			Manis 🦈 📜	2024	2025	
Assessment	\$76,300 Value Increase	\$138,700 \$62,400			Assessment	\$103,300 Value Increase	\$238,000 \$134,700	
Property Taxes	\$47 <del>6</del>	\$ <b>5</b> 59			Property Taxes	\$645	\$960	
	Tax Increase	\$83 <b>17.46</b> %	INCOME \$ 17,487			TaxIncrease	\$315 48.87%	* INCOME \$ 11,376
Hauk ***	2024	2025			Rhoton	2024	2025	·
Assessment	\$138,600 Value Increase	<b>\$319,300</b> \$180,700			Assessment	\$42,900 Value încrease	\$111,200 \$68,300	
Property Taxes	\$865	\$1,287			Property Taxes	\$268	\$448	
	Tax increase	\$423	INCOME \$ 31,983			Tax Increase	\$181 <b>67.48</b> %	INCOME \$ 17,535

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 THREE-YEAR CONTRACT WITH TYLER TECHNOLOGIES TO PROVIDE INMATE SERVICES INCLUDING AMOUNG 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 Office and 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 law enforcement and/or 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 law enforcement and/or 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 3 years and options to renew annually thereafter.

## 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 any lawful law enforcement or detention purpose, 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	т.	Gardner,	Chairman,
Sullivan County Commissi	on.					

Item 12 Resolution No. 2025-08-13

ATTEST:	
Teresa Jacobs, County Clerk	<del></del>
Delivered to the Sullivan County Mayor or, 20 at or about the method:	e following time by the following
	esa Jacobs, County Clerk.
ACTION B Reviewed and ACCEPTED by Mayor, Sullivan C	Y MAYOR
Reviewed and VETOED by Mayor, Sullivan Cour	
Delivered to the Chairman of the Sullivan County day of, 20 at or following	
_	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 for Regular Session on 08/18/25.



# 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. <u>Services</u>. 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.
- 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. <u>Services</u>. 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. <u>Hardware</u>. Hardware is warranted to perform in accordance with our documentation for ninety (90) days following initial use.
- 3. <u>Software</u>. We warrant that the Tyler Software will be without Defect(s). If the <u>Tyler</u> 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 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. <u>Data</u>. 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. <u>Insurance</u>. 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 LIABLITY. 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 PARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. <u>DISLAIMER OF IMPLIED WARRANTIES</u>. 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:

- 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) <u>Assignment</u>. 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) <u>Subcontracting</u>. 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 Majeure. 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) <u>Severability</u>. 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) <u>Headings</u>. 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) <u>Multiple Originals and Authorized Signatories</u>. 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. <u>Performance Bond</u>. 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	Tyler Technologies, Inc.		
Signature:	Signature:		
Print Name:	Print Name:		
Title:	Title:		
Date:	Date:		
Notices:	Notices:		
Sullivan County, Tennessee	Tyler Technologies, Inc.		
155 School Avenue, Ste.308	One Tyler Drive		
Blountville, TN 37617	Yarmouth, ME 04096		
Attn: Purchasing Agent	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).

(add)	normal rees may apply to inmates).
Hardware and Installation Servi	ses
Tyler will provide the hardware a	t no cost to the Client and warrantied for the initial sixty (60) days of use.
•	
1) See Investment Summary b	plow.
Sales Quotation For	
Sullivan County Tennessee She	riff's Office
·	
Tyler Software	
"Description	<u> </u>
Commissary Deposits	
Commissary Ordering	
Phone Deposits	
Electronic Messaging v	ith Mail Scanning
Debit Card Release	
Pin Debit Transfer	
Bonding Fees	
Premium Content	
GPS Tracking Devices	
Alcohol Monitoring Dev	ces
☐ Trust Account Manages	
Banking and Accounting	ģ Software
Warehouse Module	**************************************
🔯 PREA and Suicide Alei	
	Videos
Resource Project	· Programme
🔀 Tech Deposits	

D.

#### Tyler Services:

Description	
✓ Infrastructure Installation and Setup	
Other Services     ∴	

Tyler Hardware:

Description	Quantity	Unit Price	Total
Wall-Mounted Kiosk	As requested	\$0	\$0
Lobby Kiosk	0	\$0	\$0
Booking Kiosk	0	\$0	\$0
⊠ Tablet	1:1 ratio	\$0	\$0
Charging Carts	40	\$0	\$0
	As requested	\$0	\$0
🛛 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 FCC rule Populatio	(Based on	
Local	\$0.21 pe	er minute	
IntraLATA	\$0.21 per minute		
InterLATA	\$0.21 pe	er minute	
InterState	\$0.21 per minute		
International	\$1.00 per minute		
AND AND A DAY THE	gi en	ites:	
Offsite Video Visita	ion		\$0.38 per minute
Video Chat (Inmate In	tiated)	\$0.38 per minute	
Electronic (Email/Text) N	lessaging	\$0.25 per m	essage (in and out of facility)
Electronic Messaging Att	achments	\$0	,25 per attachment
Entertainment Conf	ent	,	\$0.06 per minute

<sup>\*</sup>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.
- 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.

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### 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:

- At our option, Tyler can block the trust or commissary;
- 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. <u>Agreement Overview</u>

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: (Service Availability – Downtime) ÷ 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.



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# 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 <u>www.tylertech.com</u> 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.

N. 14 1 5	1.1.6
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**

#### 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.

## 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	day of	2025.	
Reviewed by Chairma	n:		
•	John T. Gardner, C.	hairman, Sullivan County Commission.	
ATTEST:Teresa			
Teresa	a Jacobs, County Clerk	X.	
Delivered to the Su	ıllivan County May	or or his secretary this the by the following time	lay of lowing
method:		out the following time by the following time	
Teresa Jacobs, County	Clerk.	-	
		ON BY MAYOR	
Reviewed and ACCEI	TED by Mayor, Sulliv	van County: Mayor, Sullivan County	
		Mayor, Sullivan County	
Reviewed and VETOR	ED by Mayor, Sullivan	County:	
	<b>yy</b> y	Mayor, Sullivan County	-
Delivered to the Chair	man of the Sullivan Co	ounty Commission or his designee this the at or about the following time	
day of following	, 20		by the ethod:
_			
		Mayor, Sullivan County	

**Sponsor: Joyce Crosswhite** 

Cosponsors: Tony Leonard; Michael Cole

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

08/18/25.

## 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.

**NOTE:** Item #14 was not passed out to the commission but was discussed briefly. Sponsor stated he intended to place it on Waiver of Rules for the Regular Session on 08/18/25.

### Sullivan County



AND THEREUPON COUNTY COMMISSION ADJOURNED AT 7:25 P.M. UPON MOTION MADE BY COMMISSIONER CRAWFORD TO MEET AGAIN IN REGULAR SESSION ON AUGUST 18, 2025.

OHN T. GARDNER

**COMMISSION CHAIRMAN**