

COUNTY COMMISSION- REGULAR SESSION

APRIL 18, 2011

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, APRIL 18, 2011, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE STEVE GODSEY, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by Mayor Steve Godsey. Sheriff Wayne Anderson opened the commission and Comm. Joe Herron gave the invocation. The pledge to the flag was led by Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

CATHY ARMSTRONG	TY BOOMERSHINE
MARK BOWERY	BRYAN K. BOYD
LINDA K. BRITTENHAM	"MOE" BROTHERTON
DARLENE CALTON	JOHN K. CRAWFORD
O. W. FERGUSON	JOHN GARDNER
TERRY HARKLEROAD	JOE HERRON
BAXTER HOOD	DENNIS HOUSER
MATTHEW J. JOHNSON	BILL KILGORE
DWIGHT KING	ED MARSH
WAYNE MCCONNELL	RANDY MORRELL
	MICHAEL B. SURGENOR
R. BOB WHITE	EDDIE WILLIAMS

23 PRESENT 1 ABSENT (ABSENT-NEAL)

The following pages indicates the action taken by the Commission on re-zoning requests, approval of notary applications and personal surety bonds, motions, resolutions and other matters subject to the approval of the Board of Commissioners.

Motion was made by Comm. Morrell and seconded by Comm. Ferguson to approve the minutes of the March 21, 2011 Regular Session of County Commission. Said motion was approved by voice vote.

SULLIVAN COUNTY, TENNESSEE

PROCLAMATION

To Honor And Recognize Mark & Jason Hilliard

Whereas, Mark and Jason Hilliard have set an excellent example for all of Sullivan County in their volunteer efforts to help beautify their community; and

Whereas, this father and son combination, along with their families, moved to the Huffman Hollow area of Piney Flats in 2009 from Akron, Ohio. These Kent State graduates very much appreciated the natural beauty of the area and wanted to establish their home among the good people they had met in Sullivan County; and

Whereas, shortly after getting established in their new location, they noticed that their view of the nearby mountains was marred by piles of garbage. Even Jason's two four-year-old sons had started commenting on so much trash being visible in the area. They resolved that even though the garbage was not on their land they would do the cleanup as a volunteer effort for their families and the community surrounding them; and

Whereas, approximately four to five hours of concentrated hard work by father Mark and son Jason Hilliard resulted in the pick up of 107 tires, 385 glass bottles, 130 plastic bottles, nine television sets, car parts, furniture remnants, and various other illegally discarded items. This dedication to restoring their surroundings encouraged another neighbor to get busy in like manner and he collected an even larger number of tires for disposal.

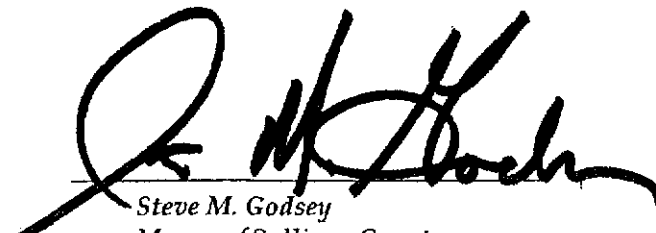
Now, therefore, I, Steve Godsey, Mayor of Sullivan County, and the Sullivan County Board of Commissioners, do hereby commend


Mark And Jason Hilliard

for their good citizenship and service to Sullivan County, Tennessee in being superb examples of volunteerism that encourages others around them to also work in enhancing their surroundings.

In witness whereof, I have hereunto set my hand and caused this seal of the County of Sullivan to be affixed this 18th day of April, 2011.




Steve M. Godsey
Mayor of Sullivan County



SULLIVAN COUNTY, TENNESSEE

PROCLAMATION

WELCOME CENTER STAFF APPRECIATION WEEK

May 7-15, 2011

WHEREAS, *travel and tourism contributes over \$270,900,000 to the economy of Sullivan County adding over \$7,720,000 to the local tax receipts; and*

WHEREAS, *over 4 million visitors enter our great state at the Bristol Welcome Center annually from across the United States and many foreign countries; and*

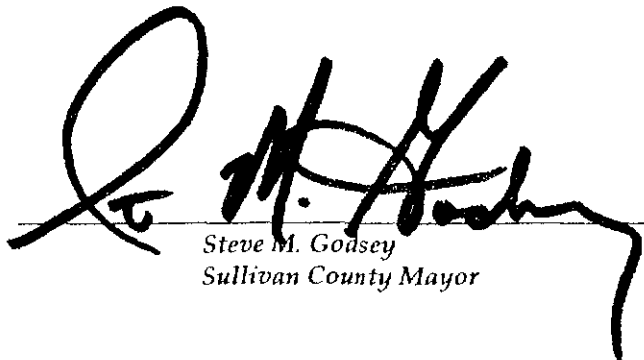
WHEREAS, *the State of Tennessee recognizes the importance of providing convenient, attractive, and safe welcome centers for our visitors, including the Bristol Welcome Center; and*

WHEREAS, *the men and women who serve in the Bristol Welcome Center are the first to greet visitors in our area as true ambassadors of hospitality; and*

WHEREAS, *the staff of our welcome centers offer visitors vital information on our state and our region, while also making them feel welcome and encouraging them to stay longer, along with an invitation to come back more often.*

NOW THEREFORE BE IT RESOLVED THAT I, Sullivan County Mayor, Steve M. Godsey, along with the Board of Commissioners of Sullivan County, Tennessee, does hereby proclaim May 7-15, 2011, as WELCOME CENTER STAFF APPRECIATION WEEK and encourages all the citizens of Sullivan County to offer their thanks and appreciation for a job well done.




Steve M. Godsey
Sullivan County Mayor



SULLIVAN COUNTY BOARD OF COMMISSIONERS
Confirmation of Appointment

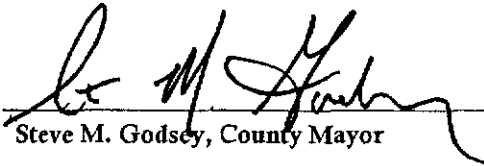
Whereas the Sullivan County Board of Zoning Appeals recommends the following re-appointment to their board:

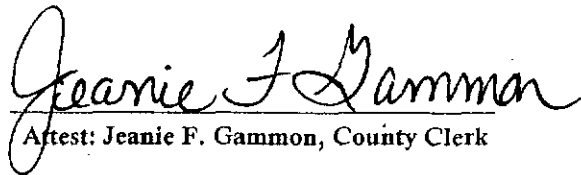
Don Osborne
205 Amity Drive
Bristol, Tennessee 37620

Sullivan County Board of Zoning Appeals

Term Expires April 15, 2015

Approved this 18th Day of April 2011


Steve M. Godsey, County Mayor


Attest: Jeanie F. Gammon, County Clerk

Commission Action:

- Approved by Roll Call Vote
- Approved by Voice Vote
- Rejected on Vote

AYE	NAY	PASS	ABSENT
23	0		1

Sullivan County

3258 HWY. 126
SUITE 101
BLOUNTVILLE, TENNESSEE
37617



BRANCH OFFICES
Tennessee Courthouse — Bristol
Bristol 989-4366
City Hall — Kingsport
Kingsport 224-1790

Jeanie F. Gammon

County Clerk
Phone 323-6428

DATE: APRIL 4, 2011
TO: SULLIVAN COUNTY COMMISSIONERS
FROM: JEANIE GAMMON, COUNTY CLERK
RE: APPOINTMENT OF PURCHASING AGENT

Notice is hereby given to each of you that there will be an appointment of Purchasing Agent on April 18, 2011. This will be held at the Regular Commission Meeting in the Commission Meeting Room, Blountville, Tennessee at 9:00 A.M.

This notice is given in accordance with T.C.A. Section 5-5-113, which requires ten (10) days notice, prior to this date.

A handwritten signature in cursive script that reads 'Jeanie Gammon'.

cc: Steve Godsey, County Mayor
Dan Street, County Attorney

APPLICANTS FOR SULLIVAN COUNTY PURCHASING AGENT

NAME

ADDRESS

Kristina Davis

3210 Isaac St. Kingsport TN 37660

Jeff Parker

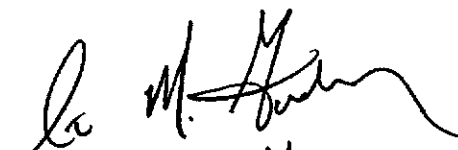
2842 Forest view Rd. Kpt. TN 37660

Steve Price

1601 Allison Road, Pineyflats, TN 37686

Sonny Baker

1036 Mount Holston Road Bluff City TN 37618


4-18-11

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Confirmation of Appointment
PURCHASING AGENT FOR SULLIVAN COUNTY

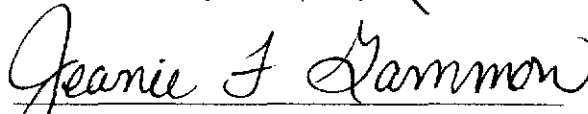
Whereas in accordance with T.C.A. §5-14-103, Sullivan County Mayor, Steve M. Godsey recommends in favor of making the appointment of **Kristinia Davis** to the position of Purchasing Agent for Sullivan County;

Now therefore, the Sullivan County Board of Commissioners hereby confirms the appointment of **Kristinia Davis** to Purchasing Agent (Term: April 2011 - April 2013).

Confirmed this 18th day of April 2011.



Steve M. Godsey, County Mayor



Attest: Jeanie F. Gammon, County Clerk

Commission Action:

- Approved by Roll Call Vote
- Approved by Voice Vote
- Rejected on Vote

AYE	NAY	PASS	ABSENT
13	10		1

SULLIVAN COUNTY CLERK
JEANIE F. GAMMON COUNTY CLERK
3258 HIGHWAY 126 SUITE 101
BLOUNTVILLE TN 37617
Telephone 423-323-6428
Fax 423-279-2725

Notaries to be elected April 18, 2011

JIM ALLEY, SR.	CATHERINE MARIE FELTY
KIM ANDERSON	NANCY ANN GOBER
E. A. ANEAS	TRACI D. HAGA
WILLIAM C. ARGABRITE	WILLIAM L. HARRIS
REBECCA K. BARKER	KATHY D. HARRISON
MARY RAMEY BEURIS	LISA M. HINKLE
JESSICA LEIGH BLAIR	TAMI L. HOBBS
JULIA C. BLAND	SHARON A. KILGORE
DEIRDRE L. BLEVINS	CARMEN MICHELLE LAMBERT
FRANK A. BURNETTE	SUSAN K. LLOYD
JUDY CAMPBELL	MARTHA SHARON LONG
JEANETTE D. CAMPBELL- MIRUCKI	KAREN B. MILLS
ANN MARIE CARRIER	LANCE MOODY
MARY ANN CARTER	ANNA M. MORELOCK
JOHN D. CHAPMAN	MISTY PATRICK
AMANDA LEIGH CHRISTIAN	FRANK PERRY, JR.
SHIRLEY A. CHURCHWELL	BRENDA S. PHIPPS
RICHARD ANDREW CLARK	KATHY M. SHADDEN
SHEENA D. CORNWELL	FRANK L. SLAUGHTER, JR
RICKY A. W. CURTIS	KAREN SPROLES
AMY M. DEAKINS	BRIAN C. STILL
TERESA D. DUTY	SARA MARIE TEFFETELLER
NAOMI EDENS	TIFFANY N. TILLEY
CYNTHIA M. EDWARDS	CHRISTIE YVONNE WILLIS
TERRY L. FARMER	

PERSONAL SURETY
10,000 WESTERN SURETY
KATHY M. SHADDEN
BRIAN C. STILL
JOHN D. CHAPMAN

UPON MOTION MADE BY COMM. MCCONNELL AND SECONDED BY
COMM. FERGUSON TO APPROVE THE NOTARY APPLICATIONS HEREON, SAID MOTION
WAS APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 23 AYE, 1 ABSENT.

**STATE OF TENNESSEE
COUNTY OF SULLIVAN**

**APPROVAL OF NOTARY
SURETY BONDS**

APRIL 18, 2011

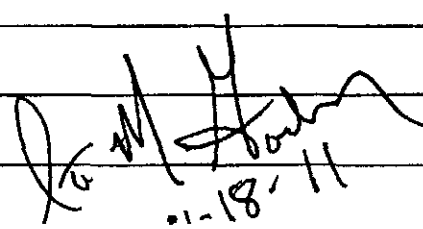
<u>NAME OF NOTARY</u>	<u>PERSONAL SURETY</u>	<u>PERSONAL SURETY</u>
LEAH M. VOLLMERS	MICHELLE TANKERSLEY	SHELBY PARKER

**UPON MOTION MADE BY COMM. MCCONNELL AND SECONDED BY COMM. FERGUSON
TO APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS, SAID MOTION WAS
APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 23 AYE, 1 ABSENT**

SULLIVAN COUNTY COMMISSION
Public Comment Session
Monday, April 18, 2011

PLEASE PRINT

	Name	Street Address	City & State	Please Check if Zoning Issue
1	Ken Harr	1300 Harrtown Rd	Blountville, TN	
2	Leah Eisea	2494 Enter Prize Rd	Piney Flats TN	
3	Avery Mason	870 Cain Drive	Blountville TN	
4	Bob Whitfield	436 Isley Rd	Blountville, TN	
5	Emrich Whitfield	436 Isley Rd	Blountville, TN	
6	Ruth Mearns	215 Hwy 394	Blountville, TN	
7	GARY MAYES	Hwy 124	BHT, TN	
8	Jally Blackburn	Po Box 487-662 Ben Rd	BHV TN	
9	WELDA FLEENOR	275 HILLSBORO RD	BCT TN	
10	JERRY FLEENOR	275 HILLSBORO RD	BCT TN	
11				
12				
13				
14				
15				


4-18-11

MEM COMMN.	No.		No.		No.		No.		No.		No.		No.		No.		No.		
	Roll		App		App		App				App								
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	
not long	✓				✓		Rice					Price							
mershene	✓				✓		Price					Price							
Bowery	✓				✓		Price					Price							
Boyd	✓				✓		Parker					Davis							
thenham	✓				✓		Davis					Davis							
therton	✓				✓		Davis					Davis							
Calton	✓				✓		Davis					Davis							
Crawford	✓				✓		Baker					Parker							
erguson	✓				✓		Davis					Davis							
aidner	✓				✓		Parker					Parker							
elleroad	✓				✓		Parker					Parker							
Herron	✓				✓		Davis					Davis							
Hood	✓				✓		Price					Price							
Houser	✓				✓		Davis					Davis							
Johnson	✓				✓		Davis					Davis							
Kilgore	✓				✓		Baker					Price							
King	✓				✓		Davis					Davis							
March	✓				✓		Baker					Parker							
Connell	✓				✓		Davis					Davis							
Jarrell	✓				✓		Davis					Davis							
Neal	A				A		A					A							
ingenor	✓				✓		Parker					Parker							
White	✓				✓		Davis					Davis							
Jilliams	✓				✓		Davis					Davis							
23 Present				23 Aye															
1 absent				1 abs.															
								Price-4				Price-5							
								Davis-18				Davis-13							
								Parker-5				Parker-5							
								Baker-2											

HE COMM.

No.

15

No.

Exp
Sp
Contract

No.

No.

No.

No.

No.

No.

No.

MEMBERS

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

White	✓	✓																	
Williams	✓	✓																	
Armstrong	✓	✓																	
Somershire	✓	✓																	
Bowery	✓	✓																	
Bayce	✓	✓																	
Witterham	✓	✓																	
Wotherton	✓		✓																
Calton	✓	✓																	
Grauford	✓	✓																	
Ferguson	✓	✓																	
Saidner	✓	✓																	
Walker	✓		✓																
Herron	✓	✓																	
Hood	✓	✓																	
Houser	✓	✓																	
Johnson	✓		✓																
Kilgore	✓	✓																	
King	✓	✓																	
March	✓	✓																	
McConnell	✓	✓																	
Marcell	✓	✓																	
Neal	A	A																	
Sugener	✓	✓																	

~~White~~ 23 Aye 19 Nay
 11 Aye 4 Nay
 1 Aye

RESOLUTIONS ON DOCKET FOR APRIL 18, 2011

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	NO RE-ZONING NO ACTION TAKEN
#2 APPOINT DON COLE TO THE SHERIFF'S WORK RELEASE COMMISSION	APPROVED 04-18-11
#3 AUTHORIZING AN ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT UP TO \$5M WITH THE TENNESSEE ENERGY EFFICIENT SCHOOLS COUNCIL	APPROVED 04-18-11
#4 AUTHORIZE AN EMPLOYER PARTICIPATING IN THE TN CONSOLIDATED RETIREMENT SYSTEM TO DISCONTINUE THE NONCONTRIBUTORY PROVISIONS OF T.C.A. 8-34-206 IN ACCORDANCE WITH CHAPTER 569 OF THE TENNESSEE PUBLIC ACTS OF 2009	FAILED 04-18-11
#5 ACCEPT PROPOSAL FROM THE TN DEPT OF TRANSPORTATION DESIGNATED AS FED. PROJECT NUMBER STP-NHE-34 (66), STATE PROJECT NUMBER 82003-2267-14, S.R. 34 (US-11E) INTERCHANGE AT S.R. 37 (US-19E)	APPROVED 04-18-11
#6 AUTHORIZING LEASE AGREEMENT BETWEEN SULL. CO., TN AND SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC. FOR LEASE OF CURRENT SULL. COUNTY ANIMAL SHELTER FACILITY	APPROVED 04-18-11
#7 AMEND THE GENERAL FUND BUDGET FOR 2011 FY BY \$24,000 TO INCREASE THE APPROPRIATIONS FOR THE U.T. EXTENSION OFFICE TO TEMPORARILY CONTINUE THE FUNDING OF A POSITION BEING TERMINATED DUE TO BUDGET REDUCTIONS FOR THAT AGENCY	WITHDRAWN 04-18-11
#8 MAYOR OF SULLIVAN COUNTY TO RENEW THE JOINT COOPERATION AGREEMENT WITH THE NE TN/VA HOME CONSORTIUM FOR AN ADDITIONAL THREE-YEAR QUALIFICATION PERIOD WITH AUTOMATIC RENEWALS TO FOLLOW THAT TIME PERIOD	APPROVED 04-18-11
#9 SELL COUNTY OWNED DELINQUENT TAX PROPERTY AT BIG ARM BRANCH IN THE 16 TH CIVIL DISTRICT	1 ST READING 04-18-11
#10 SELL COUNTY OWNED DELINQUENT TAX PROPERTY ON WINDSOR FOREST DRIVE; KINGSPORT, TN IN THE 14 TH CIVIL DISTRICT	1 ST READING 04-18-11

#11 SELL COUNTY OWNED DELINQUENT TAX PROPERTY ON 1108 HARRISON AVENUE; KINGSPORT, TN IN THE 12 TH CIVIL DISTRICT	1 ST READING 04-18-11
#12 AUTHORIZE PAY RAISE FOR ALL GENERAL, HIGHWAY, SOLID WASTE, HEALTH & EMS FUND EMPLOYEES IN 2011-2012 BUDGET IN THE SAME PERCENTAGE AMOUNT GIVEN TO EMPLOYEES OF THE STATE OF TENNESSEE IN THE STATE'S 2011-2012 BUDGET, AND ADOPTING PROCEDURE FOR FUTURE RAISES	1 ST READING 04-18-11
#13 AUTHORIZE TAX RELEASES FOR THE 2009 TAX YEAR FROM THE OFFICE OF COUNTY TRUSTEE	1 ST READING 04-18-11
#14 AMEND THE 2010-2011 FISCAL YEAR GENERAL FUND BUDGET APPROPRIATIONS FOR COURT ORDERED MENTAL HEALTH EVALUATIONS	1 ST READING 04-18-11
#15 AUTHORIZING RATIFICATION OF HB 513/SB 806 OF THE 107 TH GENERAL ASSEMBLY OF THE STATE OF TN REPEALING CHAPTER NO. 242 OF THE ACTS OF 1899 [REPEALING 1899 PRIVATE ACT CREATING BRISTOL, TN REGISTER OF DEEDS OFFICE]	APPROVED 04-18-11

Sullivan County, Tennessee
Board of County Commissioners

Item 1
No. 2011-04-00

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April 2011.

RESOLUTION To Consider Amendments to the Sullivan County Zoning Resolution

WHEREAS, the attached rezoning petitions have been duly initiated; have been before the Planning Commission (recommendations enclosed); and have received a public hearing as required; and,

WHEREAS, such rezoning petitions will require an amendment to the Sullivan County Zoning Resolution.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby consider the attached rezoning petitions and vote upon the proposed amendments, individually or otherwise at the discretion of the Commission, by roll call vote and that the vote be valid and binding and that any necessary amendments to the official zoning map be made so.

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

Duly passed and approved this day of 2011.

Attested: _____
 Jeanie Gammon, County Clerk

Approved: _____
 Steve M. Godsey, County Mayor

Sponsor: John Crawford
Prime Co-Sponsor(s): O.W. Ferguson

2011-04-00	County Commission
ACTION	No Re-Zoning 04-18-11 No Action taken on Resolution

Comments:

Sullivan County, Tennessee
Board of County Commissioners

Item 2
Administrative
No. 2011-03-25

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

Resolution To Appoint Don Cole To The Sheriff's Work Release Commission

WHEREAS, Sullivan County Sheriff's Office Work Release Commission has a vacancy due to Mr. Paul Milhorn leaving due to illness; and

WHEREAS, per T.C.A. 41-2-134 (a) (b) (c), the County Sheriff shall appoint the members of the Work Release Commission; it also requires approval of the County Legislative Body. After careful review and consideration the Sheriff has chosen Mr. Don Cole to fill this appointment. Mr. Cole was a Tennessee State Trooper for 12 years; Regional Safety Director for Overnite trucking for over 20 years; and a Correctional Officer in various capacities for Sullivan County Sheriff's Office for 10 years.

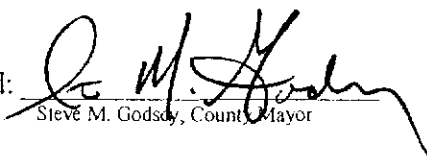
NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approve the appointment of Don Cole to the Work Release Commission for Sullivan County Sheriff's Office. This appointment will take place immediately following approval.

Waiver Of Rules Requested

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

Approved this 18th day of April 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Joe Herron

2011-03-25	Administrative	Budget	Executive	County Commission
ACTION	Approved 4-4-11	Deferred 3-10-11	Approved 4-5-11	Approved 04-18-11 22 Aye, 2 Absent

Notes: 1st Reading 03-21-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 3
Budget
No. 2011-03-27

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION Authorizing An Energy Efficient Schools Initiative Loan Agreement Up To \$5M With The Tennessee Energy Efficient Schools Council.

WHEREAS, the Tennessee Energy Efficient Schools Council is willing to provide grant and low interest loan funds to Sullivan County through the Energy Efficient Schools Initiative (EESI) program to fund a project to increase energy efficiency in the Sullivan County Department of Education; and

WHEREAS, the Sullivan County Department of Education desires that the Board of County Commissioners authorize the County to enter into the attached Loan Agreement with the Tennessee Energy Efficient Schools Council for purpose of financing improvements at certain County schools for the purpose of making them more energy efficient; and

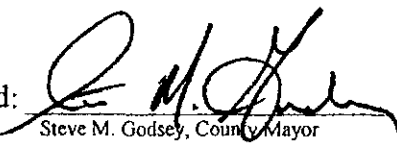
WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such loans.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, that the accompanying Energy Efficient Schools Initiative Loan Agreement for an amount up to \$5M with the Tennessee Energy Efficient Schools Council is hereby approved.

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

Approved this 18th day of April 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Joe Herron

Prime Co-Sponsor(s): Terry Harkleroad, Matthew Johnson, Baxter Hood

2011-03-27	Administrative	Budget	Executive	County Commission
ACTION	No Action 4-4-11	No Action 3-10-11; Approved 4-7-11	Approved 4-5-11	Approved 04-18-11 23 Aye, 1 Absent

Notes: 1st Reading 03-21-11;

**Additional
Information
For
Resolution
No. 2011-03-27**

ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the ____ day of _____, 2011, by and between the Energy Efficient Schools Council (the "Lender") and Sullivan County, Tennessee (the "Borrower") for the benefit of Sullivan County School District to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

ARTICLE 1 Definitions

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated.

"Borrower" means Sullivan County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefore, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

“Date of Disbursement” means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

“Event of Default” means any event defined in Section 6.01 hereof.

“Fund” means the energy efficient schools council fund established as a separate account in the State treasury.

“Lender” means the twelve (12) member energy efficient schools council established by the Act.

“Loan” means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

“Loan Administrator” means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

“Loan Agreement” means this Loan Agreement as it now exists and as it may thereafter be amended.

“Loan Repayments” means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

“Loan Repayment Dates” means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit**

D attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

"Project" or "Projects" means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in Exhibit C hereto. Exhibit C shall be amended automatically, and without further action required by the Borrower, to conform Exhibit C to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

"State" means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word "person" shall include the plural as well as the singular number unless the context shall otherwise indicate; the word "person" also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2 Project

Section 2.01. Description. Description. [Provide a brief project description]. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

EESI Loan from the EESC Fund	\$5,000,000
Utility Incentives	\$ 100,000
<u>TOTAL</u>	<u>\$5,100,000</u>

ARTICLE 3
The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$5,000,000 for a term of three quarters of one percent (0.75%) for twelve (12) years. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4
Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5

Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan

Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7 Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8 Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at, Mr. Larry Bailey, Sullivan County Finance Director, 3411 Highway 126, Suite 202, Blountville, TN 37617, or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower - 12th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the

Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

BORROWER

SULLIVAN COUNTY

BY: _____ (Signature)
TITLE: _____
DATE: _____

LENDER:

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: _____ (Signature)
TITLE: _____
DATE: _____

EXHIBIT A
REQUISITION

REQUISITION NO. _____

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated _____, 2011, by and between the Energy Efficient Schools Council and Sullivan County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$_____.

2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.

3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.

4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.

5. The amount requested should be wired to:

Bank: _____

ABA Number: _____

Account Name: _____

Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this ____ day of _____, ____.

SULLIVAN COUNTY, TENNESSEE

Name:

Title:

Funding Date: _____, _____, ____.

After execution, fax the Requisition as follows.

Energy Efficient Schools Initiative
Attn: Ron Graham
(615)532-8273(Office)
(615)532-5942 (FAX)

EXHIBIT B

COMPLETION CERTIFICATE

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated _____, 2011, by and between the Energy Efficient Schools Council and Sullivan County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this ____ day of _____.

SULLIVAN COUNTY, TENNESSEE

Name: _____

Title: _____

EXHIBIT C

DESCRIPTION OF PROJECT

Sullivan County Schools will be upgrading the energy efficiency of nineteen school facilities in this project. These upgrades will include the installation of energy efficient lighting, energy management control system improvements, water conservation measures, and HVAC component upgrades. Annual energy savings are projected to be around \$400,000 from this project.

EXHIBIT D
REPAYMENT SCHEDULE

Sullivan County

Loan No. 820-001

PRINCIPAL	\$	5,000,000
ACCRUED INTEREST		*
TOTAL AMORTIZED	\$	5,000,000
RATE OF INTEREST		0.75%
MONTHS		144
MONTHLY PAYMENTS	\$	36,319 ***
TOTAL INTEREST	\$	229,936
TOTAL PAYMENTS	\$	5,229,936

PERIOD	BEGINNING PRINCIPAL BALANCE	PRINCIPAL REQUIREMENT (PER MONTH)	INTEREST REQUIREMENT (PER MONTH)	TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)	ENDING PRINCIPAL BALANCE
Payment 1 ** TO Payment 12	\$ 5,000,000	\$ 33,308	\$ 3,011	\$ 36,319	\$ 4,600,304
Payment 13 TO Payment 24	4,600,304	33,559	2,760	36,319	4,197,596
Payment 25 TO Payment 36	4,197,596	33,812	2,507	36,319	3,791,852
Payment 37 TO Payment 48	3,791,852	34,066	2,253	36,319	3,383,060
Payment 49 TO Payment 60	3,383,060	34,322	1,997	36,319	2,971,196
Payment 61 TO Payment 72	2,971,196	34,581	1,738	36,319	2,556,224
Payment 73 TO Payment 84	2,556,224	34,841	1,478	36,319	2,138,132
Payment 85 TO Payment 96	2,138,132	35,103	1,216	36,319	1,716,896
Payment 97 TO Payment 108	1,716,896	35,367	952	36,319	1,292,492
Payment 109 TO Payment 120	1,292,492	35,634	685	36,319	864,884
Payment 121 TO Payment 132	864,884	35,902	417	36,319	434,060
Payment 133 TO Payment 143	434,060	36,172	147	36,319	36,168
Payment 144	36,168	36,168	151	36,319	-
Total	\$ 5,000,000	\$ 229,936	\$ 5,229,936		

* Total amount of accrued interest to be determined at the completion of the project.

** Date to be determined upon completion of project.

*** Please note that the final payment may differ slightly from the regularly scheduled monthly payment.

Sullivan County, Tennessee
Board of County Commissioners

Item 4
Executive
No. 2011-03-29

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Authorize An Employer Participating In The Tennessee Consolidated Retirement System To Discontinue The Noncontributory Provisions Of T.C.A. 8-34-206 In Accordance With Chapter 569 Of The Tennessee Public Acts Of 2009.

WHEREAS, T.C.A. 8-34-206(d) permits an employer participating in the Tennessee Consolidated Retirement System ("TCRS") pursuant to T.C.A. Title 8, Chapter 35, Part 2 to assume its employees' contributions to TCRS of up to five percent (5%) of the employees' earnable compensation; and

WHEREAS, the Sullivan County Government elected to assume its employee's contributions to TCRS pursuant to said section; and

WHEREAS, Chapter 569 of the Tennessee Public Acts of 2009 (the "Chapter") authorizes the chief governing body of any such employer, by resolution legally adopted and approved by 2/3 majority of that body, to elect to discontinue the noncontributory provisions of Section 8-34-206 for all employee employed after the effective date of the resolution and to have the contributions made by such employees treated as employer contributions pursuant to T.C.A. 8-37-216; and

WHEREAS, the Chapter requires the employees of such employer who were employed prior to the effective date of the resolution to continue to be eligible for the noncontributory provisions of Section 8-34-206, and that any such resolution set forth the effective date of the discontinuance; provided that such date shall be on the first day of any quarter following a minimum of three (3) months notice to T.C.R.S.; and

WHEREAS, the Chapter mandates that any resolution to discontinue the noncontributory provisions of Section 8-34-206 be irrevocable and that the employer not be permitted to elect at a later date to provide the noncontributory provisions of Section 8-34-206.

NOW THEREFORE BE IT RESOLVED that effective July 1, 2011 the Sullivan County Commission hereby elects to discontinue the noncontributory provisions of Section 8-34-206 in accordance with and subject to the terms and conditions of the Chapter for all employees employed after the Effective Date and to have the contributions made by such employees treated as employer contributions' pursuant to T.C.A. 8-37-216.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Ed Marsh

Prime Co-Sponsor(s): Joe Herron, W. G. "Bill" Kilgore

2011-03-29	Administrative	Budget	Executive	County Commission
ACTION	Approved 4-4-11	Approved 3-10-11	Approved 4-5-11	Failed 04-18-11 14 Aye, 9 Nay, 1 Absent

(2/3 Vote Required for passage)

Notes: 1st Reading 03-21-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 5
Executive
No. 2011-03-30
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Accept Proposal From The Tennessee Department Of Transportation Designated As Federal Project Number STP-NHE-34 (66), State Project Number 82003-2267-14, S. R. 34 (US-11E) Interchange At S. R. 37 (US-19E)

WHEREAS, the Tennessee Department of Transportation has determined that the above referenced project will benefit Sullivan County and the citizens thereof; and

WHEREAS, Sullivan County wishes to cooperate with the State of Tennessee, Department of Transportation, in its effort to improve safety and convenience for drivers in Sullivan County; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

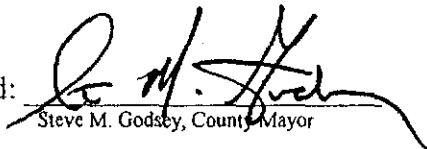
WHEREAS, the terms and conditions of said Proposal to Sullivan County as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Sullivan County Board of Commissioners; and Sullivan County shall fulfill all obligations concomitant thereto.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize that above listed proposal be accepted.

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

Approved this 18th day of April 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Dwight King
Prime Co-Sponsor(s): Ty Boomershine

2011-03-30	Administrative	Budget	Executive	County Commission
ACTION	Deferred 4-4-11	Approved 4-7-11	Deferred 4-5-11	Approved 04-18-11 23 Aye, 1 Absent

Notes: 1st Reading 03-21-11;

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF SULLIVAN, TENNESSEE

The **DEPARTMENT OF TRANSPORTATION** of the State of Tennessee, hereinafter "**DEPARTMENT**", proposes to construct a project designated as No. STP-NHE-34(66); 82003-2267-14 that is described as S.R. 34 (US-11E) Interchange at S.R. 37 (US-19E) in the **COUNTY** of Sullivan, hereinafter **COUNTY**, provided the **COUNTY** agrees to cooperate with the **DEPARTMENT** as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the **COUNTY** will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the **DEPARTMENT**, or its contractor, going upon the highway right of way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 404 James Robertson Parkway, Nashville, Tennessee 37243-0487, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and
2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right of way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and

7. That the COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right of way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right of way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right of way shall be maintained and replaced by the COUNTY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefor.

The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and easements, construct the project and defend any inverse condemnation or damage civil

actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this _____ day of _____, 20_____.

THE COUNTY OF SULLIVAN

BY: _____
COUNTY MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Attorney Department of Transportation

DATE: _____

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Administrative
No. 2011-03-31
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION Authorizing Lease Agreement Between Sullivan County, Tennessee And Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. For Lease Of Current Sullivan County Animal Shelter Facility, More Particularly Described As The Building And A Fifty-Foot Radius Of Surrounding Real Property, And Authorizing Transfer Of Certain Personal Property And Motor Vehicles To Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

WHEREAS, Sullivan County entered in an Interlocal Agreement on January 31, 2011 with the Cities of Kingsport and Bluff City for the purpose of creating a non-profit corporation known as "Sullivan County-Bluff City-Kingsport Animal Control Center, Inc." as authorized by Resolution No. 2010-11-107 approved by the Sullivan County Board of Commissioners on December 20, 2010; and

WHEREAS, the Charter for the newly created non-profit corporation known as "Sullivan County-Bluff City-Kingsport Animal Control Center, Inc." was filed with the Tennessee Secretary of State's Office on February 8, 2011; and

WHEREAS, Sullivan County desires to lease to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. certain real property currently being utilized in the operation of the Sullivan County Animal Shelter, more particularly described as the building and a fifty-foot radius of surrounding real property, located at 380 Massengill Road, Blountville, Tennessee; and

WHEREAS, Sullivan County desires to transfer certain personal property and motor vehicles currently being utilized by Sullivan County Animal Shelter personnel, as set forth in the attached Inventory, to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21st day of March, 2011 hereby authorize the **ATTACHED LEASE AGREEMENT** between Sullivan County, Tennessee and the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. for use of the Sullivan County Animal Shelter facility more particularly described as the building and a fifty-foot radius of surrounding real property located at 380 Massengill Road, Blountville, Tennessee. The County Mayor is hereby authorized to execute the Lease Agreement on behalf of Sullivan County.

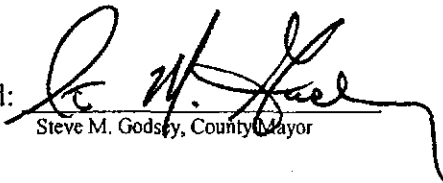
BE IT FURTHER RESOLVED that certain motor vehicles and other personal property currently being utilized by Sullivan County Animal Shelter personnel and specifically identified in the ATTACHED INVENTORY shall be donated and transferred to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., and the County Mayor is hereby authorized to execute such documents as may be necessary to transfer title to said vehicles and personal property.

BE IT FURTHER RESOLVED, however, that the Lease Agreement and transfer of motor vehicles and other personal property as authorized above shall not take effect nor occur until the Internal Revenue Service approves Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.'s application for 501(c) (3) tax status.

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

Approved this 18th day of April 2011.

Attested: 
 Jeanie Gammon, County Clerk

Approved: 
 Steve M. Godsey, County Mayor

Sponsored By: Joe Herron
Prime Co-Sponsor(s): Cathy Armstrong

2011-03-31	Administrative	Budget	Executive	County Commission
ACTION	No Action 4-4-11	Approved 4-7-11	Approved 4-5-11	Approved 04-18-11 22 Aye, 1 Pass, 1 Absent

Notes: 1st Reading 03-21-11;

ATTACHMENT TO RESOLUTION _____

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between COUNTY OF SULLIVAN, TENNESSEE, hereinafter called "Lessor", and SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC., a Tennessee non-profit corporation, hereinafter called "Lessee";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. Lessor does hereby demise, let and lease to Lessee certain real property generally known as the Sullivan County Animal Shelter Property located at 380 Massengill Road, Blountville, Tennessee, in the 5th Civil District of Sullivan County, Tennessee and being a portion of Parcel 47.00 on Sullivan County Tax Map 51. Real property herein leased shall and does consist of the current Sullivan County Animal Shelter building together with a fifty foot (50') perimeter of land around the outside of the building (fifty foot radius out from building), the parking lot adjacent to the building, and non-exclusive ingress and egress along and across the access road from Massengill Road (hereinafter "Access Road") as it currently exists (all together hereinafter referred to as "Premises"). Premises shall at all times be subject to any and all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

2. The term of this Lease shall be for a period of one (1) year beginning _____, 2011 and ending at midnight on _____, 2012. This Lease shall automatically renew on _____ 1st of each year for an additional one (1) year term unless either party terminates this Lease Agreement. In spite of the above

language, Lessor may terminate this Lease Agreement for any or no cause at any time upon sixty (60) days notice. However, this Lease Agreement shall not take effect nor occur until the Internal Revenue Service approves Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.'s application for 501(c) (3) tax status.

3. Lessee shall pay rent at the rate of \$1.00 per year, said rent payable at the end of each year. Said rent shall be paid to the Lessor at the Office of Sullivan County Mayor, Courthouse, 3411 Highway 126, Suite 206, Blountville, Tennessee 37617.

4. Premises demised herein shall be used by Lessee for purposes ordinarily and customarily associated with governmental animal control services and the operation of an animal shelter associated therewith. This covenant of the Lessee is an essential condition, term, and covenant of this Lease Agreement and a non-discretionary obligation of the Lessee to perform. In the event the Lessee should fail to carry out its' activities in accordance with the aforesaid covenant such breach of Lessee's covenant shall be good cause for this Lease Agreement to be terminated upon thirty (30) days written notice to Lessee by Lessor.

5. Lessee shall not assign this Lease nor sub-let or lend Premises without prior written consent of Lessor, nor shall Lessee at any time sell, transfer, give away or in any other way dispose of any portion of Premises without first obtaining prior written consent from Lessor.

6. All additions, fixtures or improvements which may be made by Lessee during the term of this Lease Agreement or any extension thereof shall, unless otherwise agreed upon, become the property of Lessor and remain upon Premises as a part thereof and shall be surrendered with Premises at the termination of this Lease Agreement as provided herein at no cost or additional expense to Lessor.

7. All personal property placed or moved upon or into the above described Premises shall be at the sole risk of Lessee and/or owner of such personal property and Lessor shall not be liable for any damages to such personal property. Further Lessor shall not be liable to Lessee or third parties for damages caused by bursting or leaking of water pipes, roof leaks, fire or any other

casualty to any improvement or property, real or personal, presently located on the Premises or hereafter located or constructed, or for other casualty of any sort, or for damages resulting from any negligence of Lessee, its officers, employees or agents or any third party, or any occupant, invitee or user of Premises, or from any volunteer, spectator or any other person whomsoever. Lessee agrees to hold harmless and indemnify Lessor from any such loss and/or liability including Lessor's reasonable attorney fees and expenses and shall insure Lessor as hereinafter provided.

8. (a) Lessee agrees to hold harmless and indemnify Lessor from and against all loss, liability, claim and/or expense relating to injury to person or property that may be incurred by Lessee or any third party by reason of any accident or by reason of any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse or abuse of Premises demised herein, and Lessee will maintain adequate insurance for such purposes, including general public liability insurance in the minimal amounts set forth in subsection (b) of this paragraph. Lessor shall not be liable to Lessee or to any other person for injury, claim, loss or damage to any property or to any person, for which loss Lessee shall insure and save Lessor harmless therefrom.

(b) Lessee agrees to maintain at all times during the term of this Lease Agreement general public liability insurance in the minimal amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence and shall list Sullivan County as an additional insured on the policy.

(c) Lessee shall maintain fire insurance on any and all buildings existing at the time of this Agreement and any building or addition constructed hereafter. Lessor shall not be required to insure any building, addition or structure.

(d) Lessee agrees to furnish to Lessor Certificates of Insurance demonstrating that the Lessee has complied with the terms of this section of this Lease Agreement.

9. Lessee covenants and agrees to retain all utility billings in Lessee's name, and to pay or cause to be paid fully and promptly all utility charges billed for utilities consumed on Premises. As used herein the term "utility" is used to mean all electricity, gas, oil, water, sewer,

garbage service, and any other type of service provided for or furnished to or for the benefit of the Premises.

10. (a) Lessee accepts the Premises as is. Lessee shall be responsible for the prompt maintenance and repair of the Premises and all improvements thereon at Lessee's sole risk, cost, and expense during the term of this Lease and any extension thereof including, but not limited to, plumbing, HVAC and other mechanical and electrical systems, maintenance of utility service, walls, roof, windows, parking areas, sidewalks and structures. Lessee shall at all times maintain the interior and exterior of the Premises in a clean, well maintained, sightly and safe condition free from any dangerous condition, nuisance, litter, clutter, trash and/or waste and shall make all repairs thereto, ordinary and extraordinary, foreseen and unforeseen. Lessee shall be responsible for, and bear the sole cost of the consequences of any damage to the Premises resulting from the delay in making needed repairs. Lessee shall keep the Premises in as good a condition as when first let, reasonable wear and tear excepted, and shall promptly undertake any actions as may be necessary to repair or restore the Premises in the event of any physical damage thereto. Lessor shall bear no obligation to maintain Premises in any way whether considered normal maintenance or capital improvement.

(b) Lessor shall maintain the Access Road in its current condition. Any improvements to the Access Road above and beyond its current condition shall be the sole responsibility of Lessee.

11. Lessee agrees not to make any alterations, additions, improvements or changes to Premises, interior or exterior, including, but not limited to, equipment and fixtures provided by Lessor or to install any major appliances in Premises without first obtaining the written consent of Lessor.

12. Lessor shall have the right to enter Premises at any and all times and this right shall exist whether or not Lessee shall be on Premises at such time.

13. It is understood that Lessor is a tax-exempt entity. In the event that this Lease be recharacterized such that taxes be assessed against the Premises, then this Lease shall be subject to termination and an appropriate adjustment shall be made by the parties in the form of additional rent, if necessary.

14. Upon termination or expiration of this Lease Agreement, Lessee shall peacefully surrender Premises to Lessor in as good a condition as is now, ordinary wear and tear excepted.

15. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor At: Office of the County Mayor
Courthouse
3411 Highway 126, Suite 206
Blountville, Tennessee 37617

To Lessee At: Sullivan County-Bluff City-Kingsport Animal
Control Center, Inc.

IN WITNESS-WHEREOF, the parties hereto have executed their signatures of the day and year first above written.

SULLIVAN COUNTY, TENNESSEE

BY: _____
Steve Godsey, County Mayor

Attest:

LESSOR

Jeanie Gammon, County Clerk

**SULLIVAN COUNTY-BLUFF CITY-
KINGSPORT ANIMAL CONTROL
CENTER, INC.**

BY: _____
Title: _____

LESSEE

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Steve Godsey, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence to be the within-named bargainer, and who, upon oath, acknowledged himself to be the County Mayor of Sullivan County, Tennessee, one of the within named bargainors, a political subdivision of the State of Tennessee, and that he as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said political subdivision by himself as County Mayor.

WITNESS my hand and official seal this ____ day of _____, 2011.

Notary Public

My commission expires: _____

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., a Tennessee corporation, one of the within named bargainors, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

WITNESS my hand and seal, this ____ day of _____, 2011.

Notary Public

My commission expires: _____

ANIMAL SHELTER SUPPLY'S

4 OFFICE DESKS
3 COMPUTER DESKS
11 FILE CABINETS
2 REFRIGORATORS
15 STORAGE/BOOK SHELVES
6 COMPUTERS/ACCESSORIES
1 STEREO
1 CAMERA MONITOR
16 CAMERA SYSTEM
3 FAX MACHINES
7 OFFICE CHAIRS
6 LOBBY CHAIRS
1 SMALL TV AND VCR
1 AUDIO HEAD UNIT
1 MIC.
2 EAR PLUG CONTAINERS
2 PHONES
4 KODAK DIGITAL CAMERAS
1 NET GUN
2 DART GUNS
1 BLOW DART GUN
1 SYRNINGE POLE
1 WASHER
3 DRYERS
2 PRESSURE WASHERS
1 SHOP VAC
14 DRUMS AND LIDS
13 DOG TRAPS
MULTIPLE PET CARRIERS
9 CAT TRAPS
3 CAT TONGS
10 CATCH POLES
2 SCOOPERS
3 DOG LEASH CABLES
3 MTS 2000 PORTABLE RADIO WITH CASE
3 ASPs
3 ASP HOLDERS
2 PEPPER SPRAY WITH CASE
2 VIDEO CAMCORDERS
4 MOTOROLA MOBILE RADIOS
3 MAGLITE FLASHLIGHTS
3 VERIZON PHONES WITH CHARGERS
4 GPS TOM-TOM
2 12 VOLT D.C. TO 120 VOLT A.C. INVERTER
6 TRUCKS

Sullivan County, Tennessee
Board of County Commissioners

Item 7
Budget
No. 2011-03-32

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Amend The General Fund Budget For 2011 FY By \$24,000 To Increase The Appropriation For The U.T. Extension Office To Temporarily Continue The Funding Of A Position Being Terminated Due To Budget Reductions For That Agency

WHEREAS, the U. T. Extension Offices across the state of Tennessee gave suffered through a number of budget reductions and as of June 30, 2011 an agent will be lost at the Sullivan County Office; and

WHEREAS, the local Director has applied for a grant to continue funding for this position; however, it is not expected that the grant will be approved in a timely fashion to maintain this position without interruption; and

WHEREAS, due to the uncertainty of the timing of the grant and to continue the employment of this position it is necessary to provide temporary funding potentially through December 31st of 2011.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes an amendment to the General Fund appropriation for the U.T. Extension Office by \$24,000 from the fund balance to provide temporary funding for the position (terminated) through the end of this calendar year if necessary to bridge the gap to the grant funding. (Account codes to be assigned by the Director of Accounts and Budgets).

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Dwight King
Prime Co-Sponsor(s): Bob Neal , Randy Morrell

2011-03-32	Administrative	Budget	Executive	County Commission
ACTION	Deferred 4-4-11	Approved 4-7-11	Approved 4-5-11	

Notes: 1st Reading 03-21-11; **Withdrawn 04-18-11.**

Sullivan County, Tennessee
Board of County Commissioners

Item 8
Administrative
No. 2011-04-33
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Authorize The Mayor Of Sullivan County To Renew The Joint Cooperation Agreement With The Northeast Tennessee/Virginia HOME Consortium For An Additional Three-Year Qualification Period With Automatic Renewals To Follow That Time Period

WHEREAS, the County of Sullivan has determined that the health and welfare of its citizens and the economic vitality of the area will benefit from increasing the availability of decent, safe, affordable housing; and

WHEREAS, a cooperative regional approach to providing housing avoids duplication of efforts and promotes more effective delivery of services; and

WHEREAS, a consortium of area local governments is entitled to receive funding from the U.S. Department of Housing and Urban Development under the HOME Investment Partnerships Act that they would be unqualified to receive individually; and

WHEREAS, in 2003 the City of Bristol, Tennessee and other units of local governments formed the Northeast Tennessee/Virginia HOME Consortium, enabling the City of Bristol, Tennessee to receive and administer HOME funds as Lead Entity on behalf of the Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires such Consortia to be formally redesignated every three years.

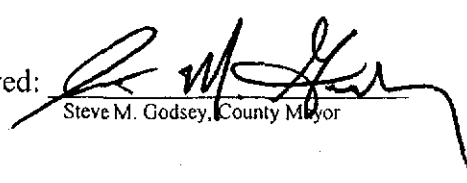
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby supports the continuation of the Northeast Tennessee/Virginia HOME Consortium and authorizes the County Mayor to execute agreements with other participating units of general purpose local government to continue this Consortium. This agreement shall automatically renew for successive three-year qualification periods.

BE IT FURTHER RESOLVED that the County Mayor is authorized to sign all contracts and/or documents approved by the County Attorney with other Governmental Agencies as may be required to carry out activities of the Cooperation Agreement.

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

Approved this 18th day of April 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Bob Neal
Prime Co-Sponsor(s): Bryan Boyd , Cathy Armstrong

2011-04-33	Administrative	Budget	Executive	County Commission
ACTION	Approved 4-4-11	Approved 4-7-11	Approved 4-5-11	Approved 04-18-11 23 Aye, 1 Absent

Notes:

NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM

**JOINT COOPERATION AGREEMENT
FOR
HOME INVESTMENT PARTNERSHIP ACT
HOME INVESTMENT IN AFFORDABLE HOUSING**

THIS JOINT COOPERATION AGREEMENT, entered into this ____ day of _____, 2011, by and between the City of Bristol, Tennessee (herein called the "Lead Entity"); Cities of Johnson City, Bluff City and Kingsport, Tennessee; Sullivan and Washington County, Tennessee; and the City of Bristol, Virginia; herein known as Cooperating Units, said parties to the agreement each being a general local governmental unit of the States of Tennessee or Virginia, and is made pursuant to Tennessee Code Annotated, Section 12-9-101 et seq. and Virginia Statutes, Article § 15.2-956.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called the "Act") makes provisions whereby a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the HOME Program if the Secretary determines that the consortium (a) has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and (b) will, according to a written certification by the States, direct their activities to the alleviation of housing problems within the States; and

WHEREAS, the Cooperating Units of general local government may enter into cooperation agreements to undertake or assist in undertaking affordable housing assistance activities pursuant to the HOME Investment Partnership Act; and

WHEREAS, it is the desire of the Cooperating Units that continuing with July 1, 2012, the City of Bristol, Tennessee, as the Lead Entity, shall act in a representative capacity for all cooperating members of local government and desire that the Lead Entity assume overall responsibility for ensuring that the Consortium for the HOME Program is carried out in compliance with the requirements of this Act.

NOW, THEREFORE, the units of local government hereto do mutually agree as follows:

1. The Cooperating Units agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program. The parties hereby authorize the Lead Entity to submit for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all parties for purposes of the HOME Program.
2. The Cooperating Units hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt of HOME funds and repayments for the period July 1, 2012 through June 30, 2015 (FY 2012-2014).
3. The Lead Entity and Cooperating Units shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by

providing to the Lead Entity that information needed. The Cooperating Units shall execute and submit the required certifications and shall prepare and submit their plan for monitoring compliance with the Consolidated Plan. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR, Parts 91 and 92 respectively and the requirements of 24 CFR 92-350(a)(5).

4. The Consortium agrees that a minimum of 15 percent of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501 (c) (3) tax status as required by Federal law.
5. The Cooperating Units do hereby agree to inform the Lead Entity, in writing, of any income generated by the expenditure of HOME funds received and such program income must be paid to the Lead Entity for deposit in the Trust Fund or may be retained by the parties only if its use is defined in a separate agreement and approved by the U. S. Department of Housing and Urban Development.
6. The Cooperating Units, as parties to the Consortium, each agrees to affirmatively further fair housing.
7. The Cooperating Units, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the States of Tennessee and Virginia.
8. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any person not a party to this agreement. To the extent permitted by law, the units of local government and Lead Entity agree that each will hold the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment. The laws of the State of Tennessee shall apply to any claim against a Tennessee governmental entity for indemnification or holding harmless.
9. This agreement shall be effective upon the signature of each of the parties hereto, and its term shall extend until June 30, 2015, and for such additional period thereafter as may be necessary for the HOME funds that are allocated under this agreement to be closed out pursuant to 24 CFR 92-507. No member of the Consortium may withdraw from the agreement while the agreement remains in effect. This agreement shall automatically renew for successive three-year qualification periods. The Lead Entity shall notify each Consortium member in writing of its right not to participate for the successive three-year qualification period by notification given by the date specified in HUD's consortia designation notices or listed on HOME's Consortia web page with a copy of each such notification to be sent timely to the HUD Field Office. If a member of the Consortium decides not to participate in the renewal of this agreement, the Lead Entity shall notify the HUD Field Office that the member has opted out of participating in the Consortium for the subsequent qualification period. If there is no change to the agreement at the time of renewal, the Lead Entity shall notify the HUD Field Office that there has been no change. Any failure of the Lead Entity to notify the Consortium members of their right not to participate in a successive three-year qualification period will void this automatic renewal provision. The addition of a new member of the Consortium for the first year of a new qualification period will void this automatic renewal provision. The lead entity

shall submit the state certification required under 24 CFR 92.101(a)(2)(i) to the HUD Field Office before the beginning of each new qualification period. The Consortium shall adopt any amendments to this agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods. Any failure of the Lead Entity to submit the required amendments to HUD will void this automatic renewal provision.

10. The units of local government and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the U. S. Department of Housing & Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.
11. All units of general local government that are members of the Consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
12. A Governing Board has been formed with one representative from each municipality serving as a voting member. This representative shall be the Mayor or his/her designee. This Board shall establish all policies and procedures, determine funding allocations, control all activities and will instruct the Lead Entity during implementation of the program in accordance with the Bylaws.
13. The financing of this cooperative undertaking, the budgeting therefore, and the manner of acquiring, holding and disposing of all funds and other property used in the undertaking shall be in the manner prescribed by the Act and the regulations thereunder.
14. The City of Bristol, Tennessee, as Lead Entity, is authorized to amend this agreement and to add new members on behalf of the entire Northeast Tennessee/Virginia HOME Consortium upon approval of the Consortium Board.

IN WITNESS WHEREOF, the municipalities and Lead Entity have executed this agreement as of the date first written.

Counsel for each party does hereby state that this Cooperation Agreement is in accordance with state and local law and provides full legal authority of the legal entity to undertake or assist in undertaking essential community development and housing assistance activities.

CITY OF BRISTOL, TENNESSEE

BY: _____
MARGARET FEIERABEND, MAYOR

ATTEST:

BY: _____
Tara Musick, City Recorder

APPROVED AS TO FORM

Jack W. Hyder, Jr., City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Margaret Feierabend to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the ____ day of _____, 2011.

Notary Public

My commission expires:

CITY OF BRISTOL, VIRGINIA

BY: _____

DON ASHLEY, MAYOR

ATTEST:

BY: _____

APPROVED AS TO FORM

Peter Curcio
City Attorney

STATE OF VIRGINIA
CITY OF BRISTOL

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Don Ashley, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the _____ day of _____, 2011.

Notary Public

My commission expires:

CITY OF BLUFF CITY, TENNESSEE

BY: _____
MAYOR

ATTEST:

BY: _____
Judy Dulaney, City Recorder

APPROVED AS TO FORM

xxx
City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor _____, to me known or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the ____ day of _____, 2011.

Notary Public

My commission expires:

JOHNSON CITY, TENNESSEE

BY: _____
JANE MYRON, MAYOR

ATTEST:

BY: _____

APPROVED AS TO FORM

Jim Epps, IV
Associate Legal Counsel

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Jane Myron, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the ____ day of _____, 2011.

Notary Public

My commission expires:

KINGSPORT, TENNESSEE

BY: _____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

BY: _____

APPROVED AS TO FORM

J. Michael Billingsley
City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Dennis R. Phillips, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and official seal, at office, on this the ____ day of _____, 2011.

Notary Public

My commission expires:

WASHINGTON COUNTY, TENNESSEE

BY: _____
DAN ELDRIDGE, MAYOR

ATTESTED:

BY: _____
Sherry Greene, Administrative Assistant

APPROVED AS TO FORM

John Rambo
Washington County Attorney

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Dan Eldridge, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the ____ day of _____, 2011.

Notary Public

My commission expires:

SULLIVAN COUNTY, TENNESSEE

BY: _____
STEVE GODSEY, MAYOR

ATTESTED:

BY: _____
Jeanie F. Gammon
County Court Clerk

APPROVED AS TO FORM

Daniel Street
Sullivan County Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Steve Godsey, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the _____ day of _____, 2011.

Notary Public

My commission expires:

Sullivan County, Tennessee
Board of County Commissioners

Item 9
Budget/Executive
No. 2011-04-34
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Sell County Owned Delinquent Tax Property At Big Arm Branch In The 16th Civil District

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

WHEREAS, the current amount owed against the property is \$2,578.40 for this parcel; and

WHEREAS, a bid in the amount of \$200.00 has been received from Randall and Michelle McMillian for this parcel of land located in the 16th Civil District identified as Tax Map 137, Parcel 034.01; and

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

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

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

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of property located in the 16th Civil District identified as Tax Map 137, Parcel 034.01 to Randall and Michelle McMillian for the amount of \$200.00 for the parcel in accordance with T.C.A. § 67-5-2507.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Joe Herron

2011-04-34	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 04-18-11;**

**OFFER TO PURCHASE
COUNTY OWNED TAX PROPERTY**

I, Randall McMillian (Bidder's Name), on this the 17th day of March, 2011, hereby submit this Offer to Purchase to the Office of the County Mayor of Sullivan County located in Blountville, Tennessee, and hereby offer to purchase a particular piece of property located at:

Big Arm Branch (street address) in _____
Sullivan County, Tennessee, for the sum of \$ 200.00

This property is identified by the Sullivan County Property Assessor's Office as:
Civil District 16th, Tax Map 137, Group _____, Parcel 034.01

I understand and agree that the Office of the County Mayor shall cause a one-time legal notice of this bid to be published in a newspaper(s) of general circulation within the county, as required by law, and I agree to be liable for the costs thereof, even if I later withdraw my bid. I understand that in the event raised bids are placed by other parties, if I am the high bidder I will be responsible for full costs of the legal notice publication.

I have enclosed \$ 20.00 as a 10% deposit on the bid hereby submitted. I further understand that the county will be depositing these funds into their general account. In the event I withdraw my bid, I understand that my bid may be refunded less the cost of the legal notice publication costs; or in the event I am not the successful bidder I understand that I will be entitled to a full refund of my deposit.

I fully understand that in addition to this bid I am responsible for the full amount of the current year's Sullivan County taxes owed against this property. I fully understand that in addition to this bid all city taxes, delinquent or current, must be paid to the appropriate municipality.

Bidder: Randall McMillian 3-17-11
Signature Date

Address: 218 Sasana Ct
Kingport TN 37644

Phone: 423-349-7210

Name(s) as they should appear on deed: Randall and Michelle McMillian

RECEIVED BY: Office of the County Mayor: [Signature] 3-17-11 1:42 p.m.
Signature Date/Time

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Kingsport, TN March 22, 2011

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of 3/19/11, and appearing 1 consecutive weeks/times, as per order of _____

Sullivan County Mayor's Office

Signed Bette Hayes

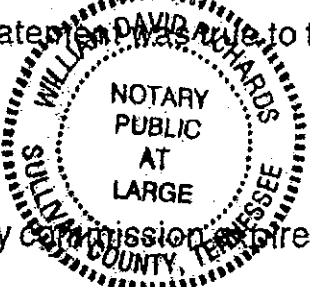
NOTICE OF PROPOSED SALE

Pursuant to TCA 67-5-2507 (b), notice is hereby given that Randall McMillian placed the following bid: \$200.00 for real property located in the 13th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 090, Parcel 102.00, \$800.00 for real property located in the 14th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 092A, Group C, Parcel 01.10, \$200.00 for real property located in the 16th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 107, Parcel 034.01. Bids will be accepted at the Office of the County Mayor, Sullivan County Courthouse, 3411 Hwy 126, Ste 202, Kingsport, TN 37662, for ten days after publication of this notice; however, raised bids must exceed the amount of the bid herein by a minimum of ten percent (10%). Said property to be sold without warranties. Steve Goosay, County Mayor.

Pub 17E 0349/2011

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 22nd day of March 2011, Bette Hayes of the Kingsport Times-News and in due form of law made oath that the foregoing statement is true to the best of my knowledge and belief.


My Commission Expires _____

William David Richards
NOTARY PUBLIC

7-2-11

Sullivan County, Tennessee
Board of County Commissioners

Item 10
Budget/Executive
No. 2011-04-35
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Sell County Owned Delinquent Tax Property On Windsor Forest Drive; Kingsport, Tennessee In The 14th Civil District

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

WHEREAS, the current amount owed against the property is \$1,891.83 for this parcel; and

WHEREAS, a bid in the amount of \$200.00 has been received from Randall and Michelle McMillian for this parcel of land located in the 14th Civil District identified as Tax Map 092-A, Group C, Parcel 011.10; and

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

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

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

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of property located in the 14th Civil District identified as Tax Map 092-A, Group C, Parcel 011.10 to Randall and Michelle McMillian for the amount of \$200.00 for the parcel in accordance with T.C.A. § 67-5-2507.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Joe Herron

2011-04-35	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 04-18-11;**

**OFFER TO PURCHASE
COUNTY OWNED TAX PROPERTY**

I, Randall McMillian (Bidder's Name), on this the 17th day of March, 2011, hereby submit this Offer to Purchase to the Office of the County Mayor of Sullivan County located in Blountville, Tennessee, and hereby offer to purchase a particular piece of property located at:

Windsor Forest Dr. (street address) in Kingsport TN Sullivan County, Tennessee, for the sum of \$ 200,00

This property is identified by the Sullivan County Property Assessor's Office as: Civil District 14th, Tax Map 092A, Group C, Parcel 011.10

I understand and agree that the Office of the County Mayor shall cause a one-time legal notice of this bid to be published in a newspaper(s) of general circulation within the county, as required by law, and I agree to be liable for the costs thereof, even if I later withdraw my bid. I understand that in the event raised bids are placed by other parties, if I am the high bidder I will be responsible for full costs of the legal notice publication.

I have enclosed \$ 20,00 as a 10% deposit on the bid hereby submitted. I further understand that the county will be depositing these funds into their general account. In the event I withdraw my bid, I understand that my bid may be refunded less the cost of the legal notice publication costs; or in the event I am not the successful bidder I understand that I will be entitled to a full refund of my deposit.

I fully understand that *in addition to this bid* I am responsible for the full amount of the current year's Sullivan County taxes owed against this property. I fully understand that *in addition to this bid* all city taxes, delinquent or current, must be paid to the appropriate municipality.

Bidder: Randall McMillian 3-17-11
Signature Date

Address: 218 Sasamea Ct
Kingsport TN 37664

Phone: 423-349-7210

Name(s) as they should appear on deed: Randall and Michelle McMillian

RECEIVED BY: Office of the County Mayor

[Signature]
Signature

3-17-11 1:44 p.m.
Date/Time

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Kingsport, TN March 22, 2011

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of 3/19/11, and appearing 1 consecutive weeks/times, as per order of _____

Sullivan County Mayor Office

Signed Betta Hayes

NOTICE OF PROPOSED SALE

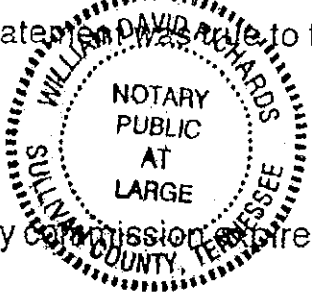
Pursuant to TCA 67-5-2507 (b), notice is hereby given that Randall McMillan placed the following bids: \$200.00 for real property/located in the 13th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 090, Parcel 102.00; \$200.00 for real property located in the 14th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 092A, Group C, Parcel 01.1.10; \$200.00 for real property located in the 16th Civil District, acquired by Sullivan County pursuant to a lien for delinquent taxes, known as Tax Map 137, Parcel 034.01. Raised bids will be accepted at the Office of the County Mayor, Sullivan County Courthouse, 3411 Hwy 126, Ste 206, Blountville, Tennessee. For ten days after publication of this notice, however, raised bids must exceed the amount of the bid herein by a minimum of ten percent (10%). Said property to be sold without warranties. Steve Godsey, County Mayor

Pub TT: 03/19/2011

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 22nd day of March 2011, Betta Hayes of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.

William David Richards
NOTARY PUBLIC



My commission expires 7-2-11

Sullivan County, Tennessee
Board of County Commissioners

Item 11
Budget/Executive
No. 2011-04-36
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Sell County Owned Delinquent Tax Property On 1108 Harrison Avenue; Kingsport, Tennessee In The 12th Civil District

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

WHEREAS, the current amount owed against the property is \$2,806.05 for this parcel; and

WHEREAS, a bid in the amount of \$1,515.00 has been received from Jimmy and Freda Castle for this parcel of land located in the 12th Civil District identified as Tax Map 29-E, Group A, Parcel 024.00; and

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

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

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

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the sale of property located in the 12th Civil District identified as Tax Map 29-E, Group A, Parcel 024.00 to Jimmy and Freda Castle for the amount of \$1515.00 for the parcel in accordance with T.C.A. § 67-5-2507.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Joe Herron

2011-04-36	Administrative	Budget	Executive	County Commission
ACTION				

Notes: 1st Reading 04-18-11;

OFFER TO PURCHASE
COUNTY OWNED TAX PROPERTY

I, Jimmy & Freda Castle (Bidder's Name), on this the 10 day of MARCH, 2011, hereby submit this Offer to Purchase to the Office of the County Mayor of Sullivan County located in Blountville, Tennessee, and hereby offer to purchase a particular piece of property located at:

1108 HARRISON AVE. (street address) in Kingsport, TN.
Sullivan County, Tennessee, for the sum of \$ 1515.⁰⁰

This property is identified by the Sullivan County Property Assessor's Office as Civil District 12, Tax Map 29-E, Group A, Parcel 02400.

I understand and agree that the Office of the County Mayor shall cause a one-time legal notice of this bid to be published in a newspaper(s) of general circulation within the county, as required by law, and I agree to be liable for the costs thereof, even if I later withdraw my bid. I understand that in the event raised bids are placed by other parties, if I am the high bidder I will be responsible for full costs of the legal notice publication.

I have enclosed \$ 152.⁰⁰ as a 10% deposit on the bid hereby submitted. I further understand that the county will be depositing these funds into their general account. In the event I withdraw my bid, I understand that my bid may be refunded less the cost of the legal notice publication costs; or in the event I am not the successful bidder I understand that I will be entitled to a full refund of my deposit.

I fully understand that *in addition to this bid* I am responsible for the full amount of the current year's Sullivan County taxes owed against this property. I fully understand that *in addition to this bid* all city taxes, delinquent or current, must be paid to the appropriate municipality.

Bidder: Jimmy & Freda Castle 3/10/11
Signature Date

Address: 1112 Harrison Avenue
Kingsport, In 37665

Phone: 423-246-9276

Name(s) as they should appear on deed: Jimmy & Freda Castle

RECEIVED BY: Office of the County Mayor: Freda Castle 3-10-11 1:47 p.m.
Signature Date/Time

KINGSPORT TIMES-NEWS

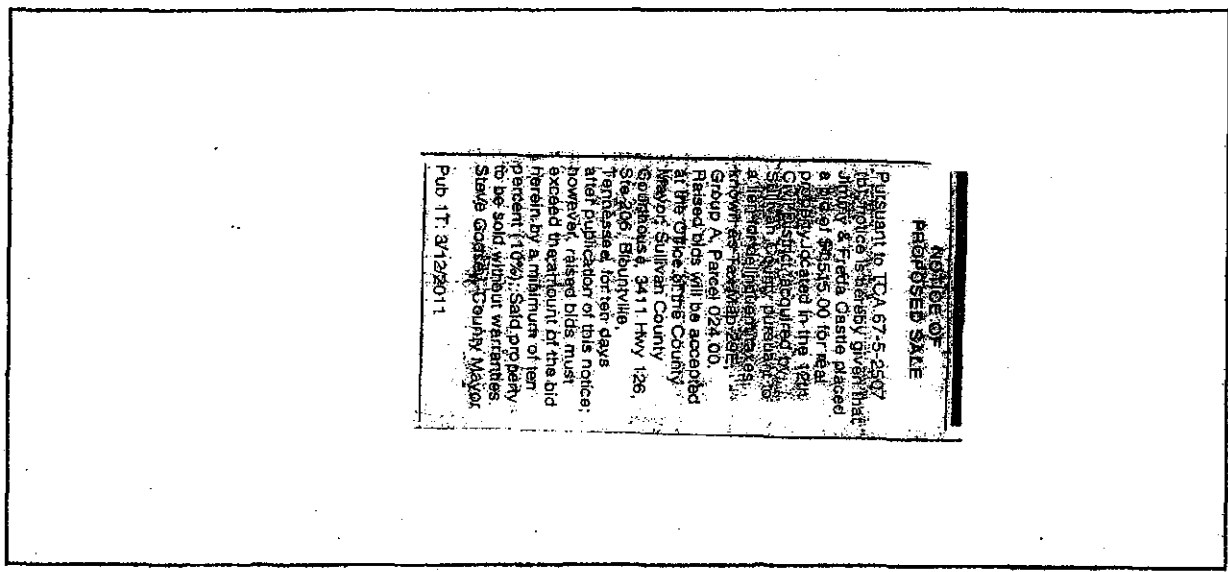
PUBLICATION CERTIFICATE

Kingsport, TN March 14, 2011

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of 3/12/11, and appearing 1 consecutive weeks/times, as per order of _____

Sullivan County Mayor's Office

Signed Atta Hays

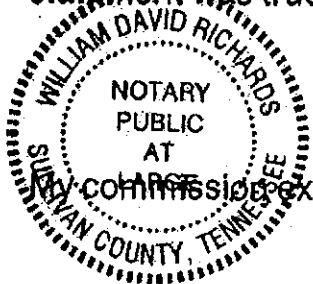


STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 14th day of March 2011, Atta Hays

of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.

William David Richards
NOTARY PUBLIC



My commission expires 7-2-11

Sullivan County, Tennessee
Board of County Commissioners

Item 12
Administrative
No. 2011-04-37

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION Authorizing Pay Raise For All General, Highway, Solid Waste, Health & EMS Fund Employees In 2011-2012 Budget In The Same Percentage Amount Given To Employees Of The State Of Tennessee In The State's 2011-2012 Budget, And Adopting Procedure For Future Raises

WHEREAS, employees in Sullivan County's General, Highway, Solid Waste, Health & EMS Funds have not received an annual raise since the 2007-2008 budget; and

WHEREAS, Governor Haslam has proposed a raise of 1.6% for all state employees in his proposed 2011-2012 budget for the State of Tennessee; and

WHEREAS, it is the desire of Sullivan County to provide its employees in the General, Highway, Solid Waste, Health & EMS Funds with a pay raise equal in percentage to that which state employees receive upon adoption of the 2011-2012 budget for the State of Tennessee; and

WHEREAS, it is the desire of Sullivan County to provide its employees in the General, Highway, Solid Waste, Health & EMS Funds with future pay raises equal in percentage to that of state employees upon adoption of future state budgets;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of April, 2011 hereby approve a pay raise for all Sullivan County General, Highway, Solid Waste, Health & EMS Fund employees in the same percentage amount adopted by the Tennessee General Assembly as a raise for state employees in the 2011-2012 budget for the State of Tennessee, said raise to be retroactive to July 1, 2011 in the event Sullivan County's 2011-2012 budget is approved after that date. The Director of Accounts and Budgets is hereby directed to reallocate such funds as may be necessary to cover the additional cost of the aforesaid increase in wages.

BE IT FURTHER RESOLVED that beginning with the 2012-2013 fiscal year and each year thereafter, employees in Sullivan County's General, Highway, Solid Waste, Health & EMS Funds shall receive a pay raise equal in percentage to that of state employees for that budget cycle and such raises shall be automatically calculated into the proposed budget prior to passage by the County Commission.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Wayne McConnell
Prime Co-Sponsor(s): James "Moe" Brotherton

2011-04-37	Administrative	Budget	Executive	County Commission
ACTION				

Notes: 1st Reading 04-18-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 13
Budget
No. 2011-04-38

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Authorize Tax Releases For The 2009 Tax Year From The Office Of County Trustee.

WHEREAS, The Trustee of Sullivan County, pursuant to Tennessee statutes wishes to submit the following county tax releases.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby releases the Sullivan County Trustee's Office of the following amounts (details are on file) for the 2009 Tax Year:

Reconciliation of 2009 Tax Rolls

2009 Tax Aggregate	\$ 76,820,294.70
Add: Increases by Assessor	328,786.93
Less: Releases by Assessor & State	<u>(938,208.84)</u>
Adjusted 2008 Tax Aggregate	\$ <u>76,210,872.79</u>
Taxes Paid	\$ 74,896,584.99
Add: Taxes Filed in Chancery Court	<u>1,314,287.80</u>
Total Taxes Accounted For by Trustee	\$ <u>76,210,872.79</u>
Balance (Difference)	\$ <u><u> </u></u>

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Dwight King

2011-04-38	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 04-18-11;**

Sullivan County, Tennessee
Board of County Commissioners

Item 14
Budget
No. 2011-04-39

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION To Amend The 2010-2011 Fiscal Year General Fund Budget Appropriations For Court Ordered Mental Health Evaluations.

WHEREAS, historically the State of Tennessee has funded the cost of Mental Health Evaluations for misdemeanor cases; and

WHEREAS, the state of Tennessee discontinued funding these services and a projected amount of \$15,000 was provided in the current year's original budget to fund this service; and

WHEREAS, billings for this service as of this date has exceeded the \$15,000 by \$14,250 leaving an unpaid balance.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, amend the General Fund Appropriations for this service in the amount of \$20,000 to be funded from the Fund Balance Account. (Account codes to be assigned by the Director of Accounts and Budgets).

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Dwight King

2011-04-39	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 04-18-11;**

Sullivan County, Tennessee
Board of County Commissioners

Item 15
Executive
No. 2011-04-40
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April, 2011.

RESOLUTION Authorizing Ratification Of House Bill 513/Senate Bill 806 Of The 107th General Assembly Of The State Of Tennessee Repealing Chapter No. 242 Of The Acts Of 1899 [Repealing 1899 Private Act Creating Bristol, Tennessee Register Of Deeds Office]

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 2010-11-106 on November 15, 2010 requesting the Tennessee General Assembly to repeal Chapter No. 242 of the Private Acts of 1899 which created a Register of Deeds Office in Bristol, Tennessee; and

WHEREAS, the 107th General Assembly of the State of Tennessee has approved House Bill 513/Senate Bill 806, a copy of which is attached hereto, repealing Chapter No. 242 of the Private Acts of 1899 which created and authorized a Register of Deeds Office in Bristol, Tennessee; and

WHEREAS, subsequent to the passage of House Bill 513/Senate Bill 806, said Bill was enrolled, signed by the Speaker of the House, signed by the Speaker of the Senate, and signed by the Governor; however, a chapter number has not yet been assigned; and

WHEREAS, House Bill 513/Senate Bill 806 is subject to ratification by two-thirds (2/3) vote of the legislative body of Sullivan County before becoming effective in Sullivan County;

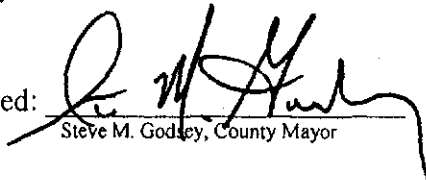
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of April, 2011 hereby ratify House Bill 513/Senate Bill 806, a copy of which is attached hereto, which bill shall become effective in Sullivan County upon passage of this Resolution by two-thirds vote of this governing body.

Waiver of Rules Requested

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

Approved this 18th day of April 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): Dwight King, Wayne McConnell, Terry Harkleroad

2011-04-40	Administrative	Budget	Executive	County Commission
ACTION				Approved 04-18-11 23 Aye, 1 Absent

Notes:

HOUSE BILL 513
By Lundberg

SENATE BILL 806

By Ramsey

AN ACT to repeal Chapter 242 of the Acts of 1899; and any other acts amendatory thereto, relative to Sullivan County.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 242 of the Acts of 1899, and any other acts amendatory thereto, is repealed.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Sullivan County. Its approval or nonapproval shall be proclaimed by the presiding officer of Sullivan County and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

BILL INFORMATION FOR SB0806

SB 0806 BY *RAMSEY (HB 0513 BY *LUNDBERG)

Show Co-Prime Sponsors

Sullivan County - As introduced, subject to local approval, repeals requirement that satellite offices for the register of deeds be maintained outside the county seat. - Repeals Chapter 242 of the Acts of 1899; and any other acts amendatory thereto.

Bill Summary

Abstract summarizes the bill.

Fiscal Note

No fiscal note for this bill.

Votes

Senate Votes on SB0806

House Votes on HB0513

[Bill History](#) [Amendments on Bill](#) [Video Clips](#)

Bill History

Actions Taken on SB0806	Action Date	Actions Taken on HB0513	Action Date
Comp. HB Subst (sends SB to dead bill file)	04/04/2011	Signed by Governor.	04/13/2011
Placed on Senate Local Bill Calendar cal. for 4/4/2011	04/01/2011	Transmitted to Governor for his action.	04/06/2011
P2C held on desk. Local Bill	02/17/2011	Signed by S. Speaker	04/06/2011
		Signed by H. Speaker	04/05/2011

Intro., P1C.	02/16/2011	Enrolled; ready for sig. of H. Speaker.	04/05/2011
Filed for intro.	02/15/2011	Passed S., Ayes 31, Nays 0	04/04/2011
		S. Subst. HB for comp. SB.	04/04/2011
		Rcvd. from H., P1C.	04/04/2011
		Engrossed; ready for transmission to Sen.	03/31/2011
		Passed H., Ayes 97, Nays 0	03/31/2011
		H. Placed on Regular Calendar for 3/31/2011	03/28/2011
		Reset on next available space on the next available cal.	03/28/2011
		H. Placed on Regular Calendar for 3/28/2011	03/24/2011
		Placed on cal. Calendar & Rules Committee for 3/24/2011	03/23/2011
		Rec. For Pass. ref. to: Calendar & Rules Committee	03/22/2011
		Placed on cal. State & Local Government Committee for 3/22/2011	03/16/2011
		P2C, ref. to State & Local Government Committee	02/14/2011
		Intro., P1C.	02/10/2011
		Filed for intro.	02/09/2011

Sullivan County, Tennessee
Board of County Commissioners

Item 11
Executive
No. 2010-11-106

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15th day of November 2010.

RESOLUTION Requesting That Chapter No. 242 Of The Tennessee Private Acts Of 1899 Be Repealed

WHEREAS, Chapter No. 242 required that satellite offices for the Register of Deeds be maintained in locations outside the county seat; and


WHEREAS, total control of a local government's satellite offices should not be in the hands of the state, but in the hands of local government.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby request that the Tennessee General Assembly repeal Chapter No. 242 of the Private Acts of 1899.

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

Approved this 15th day of November 2010.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): Dwight King, Wayne McConnell, Terry Harkleroad

2010-11-106	Administrative	Budget	Executive	County Commission
ACTION				Approved 11-15-10 23 Aye, 1 Absent

Notes:

Sullivan County

Office of the County Mayor



Steve M. Godsey
County Mayor

April 18, 2011

ATTENTION: All Sullivan County Commissioners

Re: Eco-Safe Contract With Sullivan County

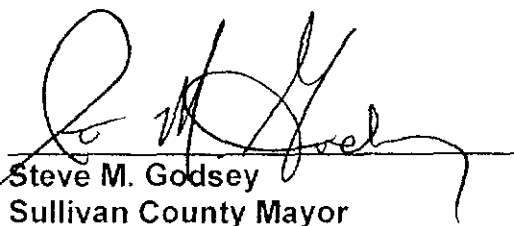
The Following Are Suggestions To Fulfill The Obligations In The Attached Contract:

I have spoken with Mr. Rader; you can see that he has twelve (12) months to pay for the land owned by Sullivan County. To help move this along, he is willing to buy now.

Buyer shall pay within thirty (30) days \$1,450,000.00 and will at that point receive a clear warranty deed from Sullivan County.

To secure other sections of contract due to Sullivan County by Eco-Safe including sections six (6) and seven (7). Eco-Safe, Gary Rader, will provide to Sullivan County a performance bond or line of credit with a local bank to provide payment in case of default in payment in the amount of \$150,000.00 also to fulfill the contract.

Section eight (8), Eco-Safe will provide Sullivan County with a \$2,000,000.00 insurance policy holding harmless and indemnifying buyer and seller against liability and/or loss involving old landfill or new landfill.


Steve M. Godsey
Sullivan County Mayor

Motion to approve by Kilgore, seconded by White.
Approved by roll call vote 19 Aye, 4 Nay, 1 Absent.

CONTRACT

[Handwritten signatures and initials]

The Parties hereto are Sullivan County, Tennessee, a political subdivision of the State of Tennessee (hereinafter "Seller") and Eco-Safe Systems, L.L.C. (hereinafter "Buyer").

Whereas, Seller is the owner of two tracts of land located in the 6th Civil District of Sullivan County, Tennessee, being the property shown on Sullivan County Tax Map 34, Parcel 118.30, and encompassing 66.9 acres, more or less, and property shown on Sullivan County Tax Map 34, Parcel 117.40, and encompassing 3.5 acres, more or less, hereinafter "Property"; and

Whereas, Property is currently utilized by Seller for a rifle range, a dog training facility, a classroom/training facility, and a riding facility; and

Whereas, Property adjoins a closed landfill, hereinafter "Old Landfill"; and

Whereas, Public Notice of Intent to issue a permit to Buyer for a Class 1 Landfill has been issued by the State of Tennessee (EcoSafe Disposal, SNL 82-0281) for approximately 308 acres (+/-) located at approximately 385 Harr Lane, Blountville, TN (hereinafter "Pending Landfill"); and

Whereas, Buyer wishes to purchase Property which, along with other neighboring properties making up Pending Landfill, is being considered by Buyer for development and use as a landfill, hereinafter "Full Landfill". Such Full Landfill may or may not ultimately include Property; and

Whereas, Seller and Buyer (hereinafter "Parties") have reached an agreement as set forth herein (hereinafter "Agreement") regarding the terms of this contractual agreement;

Now, Therefore, Parties agree as follows:

1. **CONSIDERATION** -

- a. Parties previously entered into an option agreement for the purchase of Property. Although this Agreement may differ to some degree with such previous option agreement, this Agreement is in furtherance and in exercise of the terms and conditions of such option agreement.
- b. Buyer is in the process of obtaining from the State of Tennessee a solid waste disposal facility permit for Pending Landfill.
- c. Seller has over the last six (6) years (+/-) assisted Buyer in the application process to permit Pending Landfill and Full Landfill.
- d. Buyer shall pay One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) ("Purchase Money") to Seller for the purchase of Property. Said money shall be paid to Seller within one (1) year of a permit being issued by the State of Tennessee for operation of Pending Landfill regardless of whether Full Landfill will or will not ultimately include Property.

Handwritten signatures and initials at the top right of the page.

e. Upon payment of Purchase Money by Buyer to Seller, Seller will prepare and deliver a Warranty Deed to Buyer for Property (hereinafter "Closing").

2. ADDITIONAL CONSIDERATION TO SELLER WHICH SURVIVES TRANSFER OF PROPERTY - Upon Buyer being granted a state permit for Pending Landfill, Seller is entitled to the following additional rights, entitlements, benefits and privileges:

- a. Buyer shall pay monthly to Seller a Host Fee of 50 cents (\$.50) per ton on any and all municipal solid waste received in the operation of Pending Landfill and/or Full Landfill (hereinafter referred to jointly and individually as "Landfill") during the first ten years of operation; however no Host Fee shall be due on cover material or liner material required to be placed on Landfill by the State of Tennessee. Landfill will be deemed to be operating upon receiving waste. Beginning with the eleventh year of operation of Landfill, Buyer shall pay to Seller a Host Fee of One Dollar (\$1.00) per ton on any and all municipal solid waste disposed of at Landfill. After the tenth year of operation and continuing thereafter for the life of Landfill, the per ton Host Fee shall be adjusted annually from One Dollar (\$1.00) commensurate with the annual change in the consumer price index (CPI) as maintained by the US Department of Labor Statistics.
- b. Buyer will provide an onsite education program regarding solid waste management and environmental health for the benefit of children in the school systems in Sullivan County, Tennessee. Such onsite education program shall be provided annually for one (1) grade level per each city and county school district in Sullivan County, TN.
- c. Buyer agrees that in the event a well located on residential property which lies adjacent to Landfill becomes contaminated due to the operation of Landfill, that Buyer will bear the expense of installing a water line in a timely fashion to the property line of said adjacent property.

3. ADDITIONAL CONSIDERATION TO SELLER WHICH SURVIVES CLOSING - Upon Buyer being granted a state permit for Pending Landfill, Seller is entitled to the following additional rights, entitlements, benefits and privileges:

- a. Buyer will in a manner in compliance with all State and Federal laws and regulations, and in a consistent and continuous manner work with the State of Tennessee and do any and all things requested by the State of Tennessee to timely address and resolve through remedial measures any and all problems identified by the State of Tennessee with the Old Landfill and hold Seller harmless therefrom.
- b. Buyer will indemnify and hold Seller harmless from any and all claim, loss, obligation, and/or liability, of any type or nature, whether claimed by government or private party, arising from or in any way related to Buyer's actions and/or responsibilities as set forth in paragraph 3(a) above.
- c. Buyer will indemnify and hold Seller harmless from any and all claim, loss, obligation, and/or liability, of any type or nature, whether claimed by government

JML *CP*

or private party, arising from or in any related to Buyer's action or inaction with regards to Landfill.

- d. Buyer will indemnify and hold Seller harmless from any and all claim, loss, obligation, and/or liability, of any type or nature, whether claimed by government or private party, arising from or in any related to Buyer's action or inaction with regards to Buyer's use of Property.
- e. Buyer agrees to immediately upon the execution of this Agreement extend for one year an offer to purchase for 125% of the current Sullivan County tax appraisal value to the five (5) property owners along Harr Lane in exchange for a General Warranty Deed.
- f. Buyer agrees to maintain Harr Lane for the life of Landfill according to the standards of the Sullivan County Highway Department.

4. **BINDING EFFECT** – Upon the execution of this Agreement, it shall be binding upon Parties, their heirs, assigns, transferees, partners, co-owners, tenants, and/or successors in interest, whether in law or equity, with regards to, but not limited to, Property, Landfill, Pending Landfill, and/or Full Landfill; and Buyer hereby agrees to do in a timely manner any and all things appropriate and/or necessary to accommodate this Binding Effect and to protect, honor and maintain the rights, entitlements, benefits and privileges enjoyed by Seller pursuant to this Agreement, including but not limited to the inclusion of this Agreement by Buyer in Buyer's future transactions and agreements with third parties when and where appropriate.

5. **SALE OF PROPERTY BY BUYER** – After Closing, should Buyer wish to sell or lease Property, Buyer shall give Seller sixty (60) days notice prior to such transfer of Property to enable Seller to protect its interests as set forth herein.

6. **SELLER TO RETAIN SECURITY INTEREST IN PROPERTY** – Seller will retain and be granted by Buyer a security interest in Property securing to Seller the performance by Buyer, its heirs, assigns, transferees, partners, co-owners, tenants, and/or successors in interest, of each and every obligation contained within this Agreement. Such security interest shall be by written agreement executed by Buyer and recorded in the Sullivan County Register of Deeds office at Closing.

7. **SELLER TO BE GRANTED SECURITY INTEREST IN LANDFILL** – Upon obtaining state permit of for Pending Landfill, Buyer will grant to Seller a security interest in Pending Landfill securing to Seller the performance by Buyer, its heirs, assigns, transferees, partners, co-owners, tenants, and/or successors in interest, of each and every obligation contained within this Agreement. Such security interest shall be by written agreement executed by Buyer upon Buyer obtaining a state permit for Pending Landfill and shall be recorded in the Sullivan County Register of Deeds office at Closing.

8. **INSURANCE** – Buyer will, upon being granted a state permit for Pending Landfill, acquire and maintain, until the State of Tennessee fully and completely absolves Seller, City of Kingsport, Tennessee and City of Bristol, Tennessee of any and all liability with regards to Old Landfill, environmental liability insurance coverage with general

SMG *CU*

aggregate limits of two (2) million dollars (\$2,000,000.00) insuring, holding harmless and indemnifying Buyer and Seller against liability and/or loss for costs, expenses, and/or damages arising from or associated with Old Landfill and/or Landfill. Buyer agrees to supply to Seller evidence on an annual basis of the maintenance of such insurance coverage. Said insurance coverage shall be maintained with a reputable insurance company licensed to do insurance business in the State of Tennessee.

- 9. JACKSON LAW – This Agreement shall be null and void should Seller enact the Jackson Law, T.C.A. §68-211-701 *et seq.*, with regards to Landfill or its expansion.

IN WITNESS WHEREOF, the parties have entered into and agreed upon the terms of this Agreement this the 22 day of February, 2011.

SULLIVAN COUNTY, TENNESSEE,
SELLER

BY: *Steve Godsey*
STEVE GODSEY, County Mayor

Attest:
Jeanie Gammon
JEANIE GAMMON, County Clerk

ECO-SAFE SYSTEMS, L.L.C., BUYER

BY: *Gary Rader*
GARY RADER, Managing Member

BY: *Dr. Daniel Paul*
DR. DANIEL PAUL, Member

STATE OF TENNESSEE:

DS

COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared STEVE GODSEY, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the County Mayor of Sullivan County, Tennessee, one of the within named bargainors, a political subdivision of the State of Tennessee, and that he as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said political subdivision by himself as County Mayor.

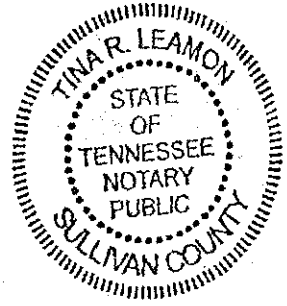
WITNESS my hand, at office, this 22 day of January, 2011.

Tina R. Leamon

Notary Public

My commission expires:

8/20/2014



STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared GARY RADER, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Eco-Safe Systems, L.L.C., the within named bargainor, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said bargainor by himself as Managing Member.

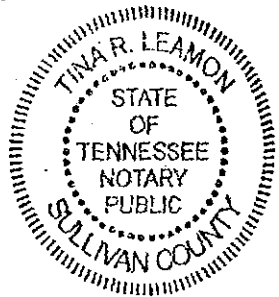
WITNESS my hand, at office, this 22 day of January, 2011.

Tina R. Leamon

Notary Public

My commission expires:

8/20/2014



STATE OF TENNESSEE:

DR. Daniel Paul
DP

COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared DR. DANIEL PAUL, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Member of Eco-Safe Systems, L.L.C., the within named bargainor, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said bargainor by himself as a Member.

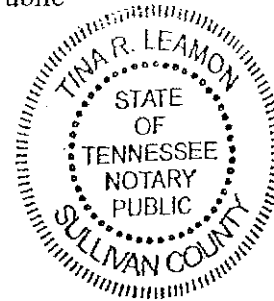
WITNESS my hand, at office, this 22 day of February, 2011.

Tina R. Leamon


Notary Public

My commission expires:

8/20/2014



**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR
SESSION MAY 16, 2011.**


A handwritten signature in black ink, appearing to read "Steve Godsey", is written over a horizontal line. The signature is cursive and extends to the right of the line, with a long, thin tail that curves downwards.

STEVE GODSEY
COMMISSION CHAIRMAN