

# COUNTY COMMISSION-REGULAR SESSION

**AUGUST 15, 2016**

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, AUGUST 15, 2016, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN, JEANIE GAMMON, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

**The Commission was called to order by County Chairman Richard Venable. Chief Deputy Sheriff Lisa Christian opened the commission and Comm. Matthew Johnson gave the invocation. The pledge to the flag was led by Chief Lisa Christian.**

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

<b>MARK BOWERY</b>	<b>DARLENE CALTON</b>
<b>MICHAEL B COLE</b>	<b>JOHN CRAWFORD</b>
<b>JOHN GARDNER</b>	
<b>ANDY HARE</b>	<b>TERRY HARKLEROAD</b>
<b>MACK HARR</b>	<b>JOE HERRON</b>
	<b>DENNIS HOUSER</b>
<b>MATTHEW JOHNSON</b>	<b>BILL KILGORE</b>
<b>KIT MCGLOTHLIN</b>	<b>RANDY MORRELL</b>
	<b>BOBBY RUSSELL</b>
<b>CHERYL RUSSELL</b>	<b>PATRICK W SHULL</b>
<b>ANGIE STANLEY</b>	<b>MARK VANCE</b>
<b>BOB WHITE</b>	<b>EDDIE WILLIAMS</b>

21 PRESENT 3 ABSENT (ABSENT-GRUBB, HOOD AND 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. Harr and seconded by Comm. Calton to approve the minutes of the August 1, 2016 Called Session. Said motion was approved by voice vote.**



**Sullivan County**

**Board of County Commissioners  
236<sup>th</sup> Annual Session**

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

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

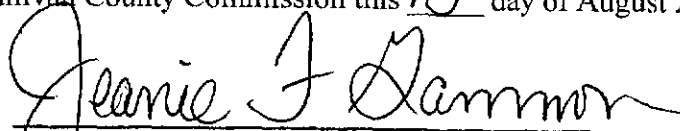
***Order Appointing Utility District Commissioner***

Upon certification by the Board of Commissioners of the above-named utility district, pursuant to Section 7-82-307 Tennessee Code Annotated, as amended, certifying a vacancy on said Board of Commissioners.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED pursuant to Section 7-82-307, Tennessee Code Annotated, as amended, that the nominee, Cecil Scott Barrett be appointed to the Board of Commissioners for Blountville Utility District.

  
Richard S. Venable, Sullivan County Mayor

Entered into the record of the Sullivan County Commission this 15<sup>th</sup> day of August 2016.

  
Jeanie F. Gammon, County Clerk

8P7000

BEFORE THE COUNTY EXECUTIVE OF SULLIVAN COUNTY, TENNESSEE

IN RE: Blountville  
UTILITY DISTRICT OF SULLIVAN COUNTY, TENNESSEE

CERTIFICATION OF NOMINEES FOR APPOINTMENT  
AS UTILITY DISTRICT COMMISSIONER

The undersigned Commissioners of the above-named utility district do hereby certify to the County Executive, pursuant to T.C.A. 57-82-307, that a vacancy upon the said Board of Commissioners has occurred by virtue of death or resignation or is scheduled to occur by virtue of term expiration as of Sept. 1, 2016, and the remaining Commissioners do hereby nominate and certify the nomination of the following qualified individuals for appointment to such vacancy, the same being listed in order of preference.

1. Cecil Scott Barrett
2. Wayne Forthers
3. Rich English

Wherefore, the said district petitions the County Executive to make appointment from such nominees to fill the said vacancy within 24 days from and after the date of the filing of this instrument with the County Executive.

This Aug. 12, 2016

David J. Chamber  
COMMISSIONER,

Bill Winters  
COMMISSIONER,

It is hereby certified that the foregoing is a true and correct duplicate original of the Certification of Nominees made by the Board of Commissioners of the aforesaid utility district this 16th Aug. 2016.

C. S. D. ...  
SECRETARY



# Sullivan County

Board of County Commissioners  
236<sup>th</sup> Annual Session

## Appointment of Judicial Commissioners (Magistrates)

WHEREAS, the office of Judicial Commissioner was created for Sullivan County pursuant to T.C.A. § 40-1-111; and

WHEREAS, in consideration of Resolution No. 2015-06-39 approved June 15, 2015, the County Legislative Body shall take into consideration the views, comments, and suggestions of the General Session Judges of Sullivan County in making decisions relative to these appointments; and,

WHEREAS, the Sullivan County Mayor received recommendations that the following individuals retain their appointments as Judicial Commissioners serving the General Sessions Courts of Sullivan County.

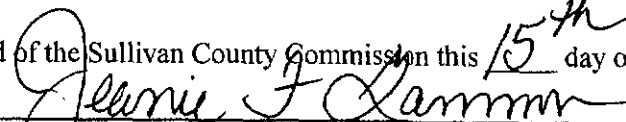
NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners appoint the following individuals to serve in the Office of Judicial Commissioner (Magistrate) for Sullivan County:

- Eric Senter - 111 Maple Drive, Bristol, Tennessee
- Jeffrey McKittrick - 301 Clear Branch Circle, Blountville, Tennessee
- Lowell "Butch" Adkins - 230 Vermont Drive, Kingsport, Tennessee
- John D. Parker, Jr. - 1005 West Sullivan Street, Kingsport, Tennessee

Appointments to expire July 31, 2017 or until a new appointment is confirmed by the Sullivan County Board of Commissioners.

  
Richard S. Venable, Sullivan County Mayor

Approved and entered into the record of the Sullivan County Commission on this 15<sup>th</sup> day of August 2016.

  
Jeanie F. Gammon, County Clerk

- Commission Action:
- Approved by Roll Call Vote
  - Approved by Voice Vote
  - Rejected on Vote

AYE	NAY	PASS	ABSENT
21			3

099710

# 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: JULY 15, 2016  
TO: SULLIVAN COUNTY COMMISSIONERS  
RE: APPOINTMENT OF JUDICIAL COMMISSIONERS "MAGISTRATES"

This is to notify you of the appointment of Judicial Commissioners, "Magistrates" for Sullivan County.

This notice is given in accordance with T.C.A. Section 5-5-111.

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

Jeanie Gammon,  
County Clerk

Cc: Mayor Richard Venable  
County Attorney Dan Street



## Order Confirmation

<u>Ad Order Number</u> 0001315047	<u>Customer</u> SULLIVAN COUNTY MAYORS OFFICE	<u>Payor Customer</u> SULLIVAN COUNTY MAYORS OFFICE
<u>Sales Rep.</u> sedwards	<u>Customer Account</u> 1068452	<u>Payor Account</u> 1068452
<u>Order Taker</u> sedwards	<u>Customer Address</u> 3411 HWY 126, SUITE 206 BLOUNTVILLE TN 37617 USA	<u>Payor Address</u> 3411 HWY 126, SUITE 206 BLOUNTVILLE TN 37617 USA
<u>Ordered By</u>	<u>Customer Phone</u> 423-323-6417	<u>Payor Phone</u> 423-323-6417
<u>Order Source</u>		
<u>PO Number</u>	<u>Customer Fax</u>	<u>Customer EMail</u> angela.taylor@sullivancountytn.g

**PUBLIC NOTICE**  
**Appointment of Judicial Commissioners**

The Sullivan County Board of Commissioners will meet in Regular Session at 9:00 a.m. on Monday, August 15, 2016, in the Commission Room of the Sullivan County Courthouse: 3411 Hwy 126, Blountville, TN to appoint four persons to the position of Judicial Commissioner (Magistrate) to serve the judges of Sullivan County General Sessions Courts.

PUB1T: 07/31/16

<u>Tear Sheets</u> 0	<u>Proofs</u> 0	<u>Affidavits</u> 1	<u>Payment Method</u>
<u>Invoice Text:</u>			
<u>Blind Box</u>	<u>Materials</u>	<u>Color</u> <NONE>	
<u>Net Amount</u> \$48.52	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$48.52	<u>Payment Amt</u> \$0.00
			<u>Amount Due</u> \$48.52

<u>Ad Number</u> 0001315047-01	<u>Ad Type</u> XLegal Liner	<u>Ad Size</u> 1.0 X 24 Li	<u>Pick Up Number</u> 0001312610
<u>External Ad #</u>	<u>Ad Attributes</u>		

<u>Run Dates</u>	7/31/2016
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000712

# SULLIVAN COUNTY GENERAL SESSIONS COURT

DIVISION I

**J. KLYNE LAUDERBACK**  
Judge



Anderson Street  
Bristol, Tennessee 37620

Phone : 423-989-4350  
Fax: 423-989-5642

August 12, 2016

Honorable Richard S. Venable  
Sullivan County Mayor  
3411 Highway 126; Suite 206  
Blountville, Tennessee 37617

Re: Judicial Commissioner (Magistrate) for Sullivan County

Dear Mayor Venable:

We recommend that the Sullivan County Commission reappoint Mr. Eric Senter and Mr. Jeffrey McKittrick as Judicial Commissioners for Sullivan County. These gentlemen have done an outstanding job.

If we may be of further assistance, please do not hesitate to call.

Very truly yours,

J. Klyne Lauderback

David W. Tipton

000713

**SULLIVAN COUNTY GENERAL SESSIONS COURT**

*DIVISION 1*

*Anderson Street  
Bristol, Tennessee 37620*

*Phone : 423-989-4350  
Fax: 423-989-5642*

**J. KLYNE LAUDERBACK**  
*Judge*



August 12, 2016

Honorable Richard S. Venable  
Sullivan County Mayor  
3411 Highway 126; Suite 206  
Blountville, Tennessee 37617

Re: Judicial Commissioner (Magistrate) for Sullivan County

Dear Mayor Venable:

We recommend that the Sullivan County Commission reappoint Mr. Eric Senter and Mr. Jeffrey McKittrick as Judicial Commissioners for Sullivan County. These gentlemen have done an outstanding job.

If we may be of further assistance, please do not hesitate to call.

Very truly yours,

J. Klyne Lauderback

David W. Tipton



000714

**PROCLAMATION of APPRECIATION**  
**And**  
**PRESERVATION AWARD**

**TO: Mr. and Mrs. Charles Owens**

*WHEREAS, Chuck and Sherry Owens have been outstanding residents in the Blountville Historic District for over sixteen years; and*

*WHEREAS, Chuck and Sherry Owens are active supporters of and volunteers with the Sullivan County Historic Preservation Association; and*

*WHEREAS, Chuck and Sherry Owens reside at 3379 Highway 126, which was built circa 1802 and historically known as the Dulaney House-Anderson Hall; and*

*WHEREAS, The Dulaney House-Anderson Hall is the only brick dwelling in the Blountville Historic District, which like the Deery Inn, played a key role in the Battle of Blountville as frightened citizens took refuge from the artillery fire in the sturdy stone basement; and*

*WHEREAS, The Dulaney House-Anderson Hall is a fine example of early Federal brick residential architecture, with which the Owens have painstakingly restored to its historic form down to the most intricate detail; and*

*WHEREAS, Chuck and Sherry's dedication to and investment in the historic district through their efforts in preservation and beautification of their property have greatly added to the enjoyment of the Historic District for tourists and residents alike; and*

*WHEREAS, Chuck and Sherry Owens, through their passion for preservation, have made an outstanding contribution to the Historic District which has been an inspiration to others.*

*NOW, THEREFORE, I, Richard Venable, Mayor of Sullivan County and the Sullivan County Board of Commissioners, upon recommendation from the Sullivan County Historic Zoning Commission, take great pleasure in presenting this Proclamation of Appreciation and Preservation Award to Chuck and Sherry Owens and urge all citizens to follow their fine example.*

*IN WITNESS THEREOF, I have hereunto set my hand this 15th day of August,*  
2016

*Richard S. Venable*

Richard S. Venable  
Mayor of Sullivan County

**PROCLAMATION of APPRECIATION**  
**And**  
**BEAUTIFICATION AWARD**

**TO JOHN AND VICKI SIMERLY**

*WHEREAS, John and Vicki Simerly have been outstanding residents in the Piney Flats Village for more than 3 years and active members of the Piney Flats Historical Society; and*

*WHEREAS, John and Vicki Simerly own the house at 208 Main Street, which was built in 1909 and historically known as the Hal Masengill House; and*

*WHEREAS, John and Vicki Simerly have rendered noteworthy service which deserves special recognition and appreciation; and*

*WHEREAS, John and Vicki Simerly have made an outstanding contribution by increasing the beauty of their property within the Piney Flats Village Historical District by making major improvements to their house and property; and*

*WHEREAS, John and Vicki Simerly's dedication to and investment in the historic district through their personal efforts in beautification of their property have greatly benefited the Village Neighborhood.*

*NOW, THEREFORE, I, Richard Venable, Mayor of Sullivan County and the Sullivan County Board of Commissioners, upon recommendation from the Sullivan County Regional Historic Zoning Commission, take great pleasure in presenting this Proclamation of Appreciation and Beautification Award to JOHN AND VICKI SIMERLY and urge all citizens to follow their fine example.*

*IN WITNESS THEREOF, I have hereunto set my hand this 15th day of August, 2016.*

*Richard S. Venable*

Richard S. Venable  
Mayor of Sullivan County

## KAREN TURNAGE BOYD

\* ktboyd@sullivancountyfjc.com \* (423) 408-2958 \* P.O. Box 3085 Kingsport TN 37664 \*  
Site Coordinator, The Sullivan County Family Justice Center Project

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Attorney Karen Turnage Boyd is the newly hired Site Coordinator for the Sullivan County Family Justice Center, a regional center which will serve victims of domestic violence, child abuse, elder abuse, and sexual assault and exploitation. As site coordinator, her responsibilities will include securing funding, spearheading public outreach efforts, and coordinating with the agencies that will be housed or represented at the center, which is slated to open in 2019.

The position builds on her experience as both an attorney and mediator, and on her personal and professional dedication to helping the victims of domestic violence, child abuse, and sexual exploitation.

Karen Turnage Boyd earned her law degree from Regent University in Virginia, and is a member of the state bars of Georgia and Tennessee. She attended Regent University School of Law as an academic merit scholarship recipient, and graduated with a Juris Doctorate in 2005. She completed an extensive training program at The Barton Child Law and Policy Center at Emory University's School of Law (2003), focusing on issues related to child abuse and neglect.

She spent six years (2006-2012) as a staff attorney and mediator for the State Board of Workers' Compensation in Savannah, Georgia, mediating in excess of 1000 workers' compensation claims. She completed internships for Judge Peggy Walker of the Juvenile Court of Douglas County, Georgia, and for the United States Attorney's Office (Eastern District of Virginia). She regularly served as guardian ad litem while in private practice in Savannah, representing the best interests of children who had ongoing cases in juvenile and superior court.

After relocating to Kingsport, Tennessee, in 2012, she established a private practice focusing on estate planning and pro bono services. She has been recognized by Legal Aid of East Tennessee for her pro bono work on domestic issues, earning The Outstanding Service Award in 2014 and The Above and Beyond Service Award in 2015.

Karen Turnage Boyd is a member of the Kingsport Bar Association, and a volunteer attorney for Online Tennessee Justice. She is a past president of the Savannah chapter of the Georgia Association for Women Lawyers, and former board member of Savannah Working Against Human Trafficking. In addition to her law degree, she holds a B.A. in English with a minor in Child Development and Family Relations from East Carolina University in Greenville, NC, and is a member of the East Carolina University Honors College Alumni Society.

She lives in Kingsport with her husband Alan, who is a senior chemical engineer at Eastman Chemical Company. They have three children.

QUOTE: "My vision is for one safe place that victims of interpersonal violence can come and be told honestly, 'Come on in. We have everything you need.' I'm pleased and honored to work with the dedicated professionals here in Sullivan County to make this center come to life." -  
Karen Turnage Boyd

SULLIVAN COUNTY BOARD OF COMMISSIONERS  
PUBLIC COMMENT  
August 15, 2016

PLEASE PRINT

	<i>Name</i>	<i>Street Address</i>	<i>City &amp; State</i>	<i>Please Check if Zoning Issue</i>
1	NONE			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

000717

SULLIVAN COUNTY CLERK  
JEANIE GAMMON COUNTY CLERK  
3258 HIGHWAY 126 SUITE 101  
BLOUNTVILLE TN 37617  
Telephone 423-328-6428  
Fax 423-278-2725

000718

Notaries to be elected August 15, 2016

PATRICIA KAREN BAGLEY  
SHERRY BOSWELL  
SANDRA J. BUCHANAN  
TRACIE MICHELLE COPPEDGE  
CURTIS L DALTON  
JACKIE SUE DAVENPORT  
TONYA N. DAVIS  
DEBRA DINSMORE  
JUDY W ELROD  
VICKI Y. EVANS  
G. KIRK FINCH II  
KATELIN D. FITZPATRICK  
STEPHANIE N. FLICK  
SUZANNE BROOKE HASS  
DONNA HALE  
AMY MARIE HEARL  
AMANDA JOY HOBBS  
RACHAEL LINDSAY KERNEY  
PATSY C LITTLE  
CHARLES L. MOFFATT

TAMMIE KAY MYERS  
JESSICA F. MYNHIER  
MEGAN JONES NEELEY  
MICHAEL T. OLIVER  
SUSAN E PETERSON  
JOYCE H PIERSON  
ALICE C REDWINE  
KEVIN T. ROBINETTE  
ANGELINA RUTHERFORD  
NICHELLE MARIE SHANKS  
MICKIE A. THOMAS  
SHELIA JEANETTE THOMPSON  
MADELINE ELIZABETH TRENT  
LISA ANN VARNEY  
AMY DENISE WARD  
KELLIE ELIZABETH WEAVER  
JESSICA WHITEAKER  
JENNY L. WILLIAMS  
CINDY S. WOODS

PERSONAL SURETY  
PATRICIA KAREN BAGLEY  
EDWARDS, TIPTON & WITT  
N/A  
61589239N  
10,000.00  
WESTERN SURETY CO- 62872726N

UPON MOTION MADE BY COMM. WHITE AND SECONDED BY COMM. COLE AND  
COMM. BOWERY TO APPROVE THE NOTARY APPLICATIONS HEREON, SAID MOTION WAS  
APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 21 AYE, 3 ABSENT.

000719

**STATE OF TENNESSEE  
COUNTY OF SULLIVAN**

**APPROVAL OF NOTARY  
SURETY BONDS**

**August 15, 2016**

**NAME OF NOTARY**

**DOROTHY ANN COLE**

**LORRIE FOSTER**

**MICKI G. FOSTER**

**MARY KATHERINE SKINNER**

**PERSONAL SURETY**

**MARGARET A. SADDLER**

**ROGER FOSTER**

**KENNETH M. RUSSELL**

**ANTHONY D. PHIPPS**

**PERSONAL SURETY**

**WAYNE HUMPHREY**

**RACHAEL CARROLL**

**JOSHUA J. FOSTER**

**BETH OSBORNE SKINNER**

UPON MOTION MADE BY COMM. WHITE AND SECONDED BY COMM. COLE AND  
COMM. BOWERY TO APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS,  
SAID MOTION WAS APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 21 AYE,  
3 ABSENT.

THE COMM.

No. *Roll Call* No. *Notary App.* Election *Magistrates* No. No. No. No. No. No. No. *000720*

MEMBERS	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
<i>Bowery</i>	✓		✓		✓													
<i>Calton</i>	✓		✓		✓													
<i>Cole</i>	✓		✓		✓													
<i>Garland</i>	✓		✓		✓													
<i>Kucher</i>	✓		✓		✓													
<i>Shible</i>	A		A		A													
<i>Hare</i>	✓		✓		✓													
<i>Jackson</i>	✓		✓		✓													
<i>Harr</i>	✓		✓		✓													
<i>Herron</i>	✓		✓		✓													
<i>Hood</i>	A		A		A													
<i>Houser</i>	✓		✓		✓													
<i>Johnson</i>	✓		✓		✓													
<i>Kilgore</i>	✓		✓		✓													
<i>Kothlin</i>	✓		✓		✓													
<i>Marrell</i>	✓		✓		✓													
<i>Neel</i>	A		A		A													
<i>Russell</i>	✓		✓		✓													
<i>Russell</i>	✓		✓		✓													
<i>Shull</i>	✓		✓		✓													
<i>Stanley</i>	✓		✓		✓													
<i>Vance</i>	✓		✓		✓													
<i>White</i>	✓		✓		✓													
<i>Williams</i>	✓		✓		✓													

*21 Present 21 Aye*  
*3 Absent 3 Absent*





SULLIVAN COUNTY  
BOARD OF COUNTY COMMISSIONERS  
August 2016



Item

**CONSENT AGENDA**

Resolution

- 2 RESOLUTION to Submit the 2016-2017 SCORE Supplemental Funding Grant, Accept Funds, and Appropriate Funds** **2016-08-46**

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$33,950.00), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
48990-726	Other Contributions	33,950
71100-140	Stipends	4,500
71100-198	Non-Certified Substitutes	6,695
71100-201	Social Security	688.20
71100-204	State Retirement	406
71100-212	Employer Medicare	160.80
71100-349	Printing & Stationary	13,500
71100-429	Instructional Materials	6,000
71100-524	Staff Development	2,000

- 3 RESOLUTION To Apply, Accept and Appropriate Funds from the State of Tennessee, Department of Environment and Conservation – Recycling Equipment Grant** **2016-08-47**

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves submitting an application for grants funds; and upon approval of grant application, to accept and appropriate said funds in a total amount of \$95,700; an amount of \$47,850 available through State of Tennessee, Department of Environment and Conservation – Recycling Equipment Grant to be used for the purchase of a glass pulverizer/ crusher to process glass at the facility in Kingsport.

BE IT FURTHER RESOLVED that upon grant approval, Sullivan County will appropriate the 50% local match in an amount of \$47,850 (from funds already appropriated) to partially fund this grant project.

BE IT FURTHER RESOLVED that the Land Use Director and Sullivan County Mayor are authorized to execute the grant application, grant contract and all other documents that are required to apply, receive, implement, and request funds or reimbursements in relation to this grant project. Account Codes to be assigned by the Director of Accounts and Budgets.

4 **RESOLUTION To Authorize the Issuance of Tax Anticipation Notes for the FY 2016-2017**

2016-08-48

NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners assembled in Regular Session hereby approves the County Mayor be authorized to borrow money on Tax Anticipation Notes for the FY 2016-2017.

BE IT FURTHER RESOLVED that in the event Tax Anticipation Notes are issued, the following guidelines will apply: The notes will be pre-approved by the State Director of Local Finance; Said notes will not exceed sixty percent (60%) of the appropriations of each individual fund; The proceeds of said notes will be used to pay authorized expenses of the County until taxes and other revenues for the fiscal year 2016-2017 are collected; The notes evidencing the loans authorized under this resolution shall be issued under the authority of T.C.A. §9-21-202, et seq; and said notes will mature and be paid in full with renewal on or before June 30, 2017.

MOTION MADE BY COMM. WHITE AND SECONDED BY COMM. BOWERY TO APPROVE THE FOREGOING CONSENT AGENDA. MOTION APPROVED BY ROLL CALL VOTE 21 AYE, 3 ABSENT THIS 15TH DAY OF AUGUST, 2016.



## *Sullivan County*

*Board of County Commissioners  
236<sup>th</sup> Annual Session*

Item 1  
No. 2016-08-01

To the Board of Sullivan County Commissioners and Richard S. Venable, Mayor of Sullivan County, meeting in Regular Session this 15<sup>th</sup> day of August 2016.

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

*No rezoning requests have been filed for the month of August 2016.*



## Sullivan County

Board of County Commissioners  
236<sup>th</sup> Annual Session

Item 2  
2016-08-46

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of August, 2016.

### **RESOLUTION to Submit the 2016-2017 SCORE Supplemental Funding Grant, Accept Funds, and Appropriate Funds**

**WHEREAS**, the Sullivan County Department of Education has applied for and received Supplemental Funding from the SCORE Foundation specifically to fund a literacy program within the district; and

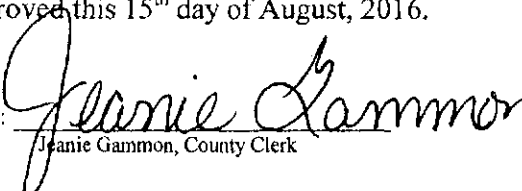
**WHEREAS**, the 2016-2017 grant amount is \$33,950.00 with no matching funds required.

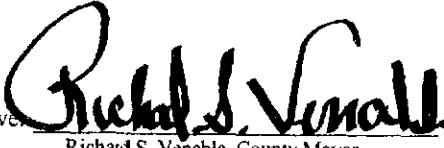
**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$33,950.00), as required by the Supplemental Funding Grant Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
48990-726	Other Contributions	33,950
71100-140	Stipends	4,500
71100-198	Non-Certified Substitutes	6,695
71100-201	Social Security	688.20
71100-204	State Retirement	406
71100-212	Employer Medicare	160.80
71100-349	Printing & Stationary	13,500
71100-429	Instructional Materials	6,000
71100-524	Staff Development	2,000

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

Approved this 15<sup>th</sup> day of August, 2016.

Attest:   
Jeanie Gammon, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Sponsored By: Eddie Williams**

**Co-Sponsor(s): Bob White, Bobby Russell, Mack Harr, John Crawford**

**ACTIONS: APPROVED VOICE VOTE**



000726

**Sullivan County**

*Board of County Commissioners  
236<sup>th</sup> Annual Session*

Item 3  
No. 2016-08-47  
AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of August 2016.

**RESOLUTION To Apply, Accept and Appropriate Funds from the State of Tennessee, Department of Environment and Conservation – Recycling Equipment Grant**

**WHEREAS**, Sullivan County is eligible to receive grant funds in an amount of ~~\$95,700~~ \$47,850 available through the Tennessee Department of Environment and Conservation – Recycling Equipment Grant; and

**WHEREAS**, the grantee will need to agree to participate in the grant project by providing a 50% match to the funding;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves submitting an application for grants funds; and upon approval of grant application, to accept and appropriate said funds in a total amount of \$95,700; an amount of \$47,850 available through State of Tennessee, Department of Environment and Conservation – Recycling Equipment Grant to be used for the purchase of a glass pulverizer/ crusher to process glass at the facility in Kingsport.

**BE IT FURTHER RESOLVED** that upon grant approval, Sullivan County will appropriate the 50% local match in an amount of \$47,850 (from funds already appropriated) to partially fund this grant project.

**BE IT FURTHER RESOLVED** that the Land Use Director and Sullivan County Mayor are authorized to execute the grant application, grant contract and all other documents that are required to apply, receive, implement, and request funds or reimbursements in relation to this grant project. 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 15th day of AUGUST 2016.

Attest: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Sponsored By: Commissioner Eddie Williams**  
**Co-Sponsor(s): Commissioner Matthew Johnson, Darlene Calton**

**ACTIONS: APPROVED VOICE VOTE**



## Sullivan County

Board of County Commissioners  
236<sup>th</sup> Annual Session

Item 4  
No. 2016-08-48

To the Honorable Richard S. Venable, County Mayor and the Sullivan County Board of Commissioners meeting in Regular Session this 15<sup>th</sup> day of August, 2016.

### RESOLUTION To Authorize the Issuance of Tax Anticipation Notes for the FY 2016-2017

WHEREAS, the property tax rate along with the FY 2016-2017 Budget for Sullivan County was approved on August 1, 2016 by the Sullivan County Board of Commissioners; and,

WHEREAS, Sullivan County expects its collection of property tax revenue to be impeded this year.

**NOW THEREFORE BE IT RESOLVED** that the Sullivan County Board of Commissioners assembled in Regular Session hereby approves the County Mayor be authorized to borrow money on Tax Anticipation Notes for the FY 2016-2017.

**BE IT FURTHER RESOLVED** that in the event Tax Anticipation Notes are issued, the following guidelines will apply: The notes will be pre-approved by the State Director of Local Finance; Said notes will not exceed sixty percent (60%) of the appropriations of each individual fund; The proceeds of said notes will be used to pay authorized expenses of the County until taxes and other revenues for the fiscal year 2016-2017 are collected; The notes evidencing the loans authorized under this resolution shall be issued under the authority of T.C.A. §9-21-202, et seq; and said notes will mature and be paid in full with renewal on or before June 30, 2017.

### WAIVER OF THE RULES REQUESTED

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

Duly passed and approved this 15th day of AUGUST 2016.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Sponsored By: Commissioner Eddie Williams**

**Prime Co-Sponsor(s): Commissioners Bob White, Mack Harr, Mark Vance**

**ACTIONS: APPROVED VOICE VOTE**



## Sullivan County

Board of County Commissioners  
236<sup>th</sup> Annual Session

Item 5  
No. 2016-08-49

To the Honorable Richard S. Venable, Mayor of Sullivan County, and Board of Sullivan County Commissioners meeting this 15<sup>th</sup> day of August 2016.

### **RESOLUTION To Approve a Payment in Lieu of Taxes Agreements For Kingsport Housing & Redevelopment Authority**

WHEREAS, property of the Kingsport Housing & Redevelopment Authority ("KHRA") is exempt from ad valorem property tax subject to the requirements of Tennessee Code Annotated § 67-5-206; and

WHEREAS, KHRA is authorized by Tennessee Code Annotated § 13-20-104 et seq.; as amended, among other things, to establish a payment in lieu of ad valorem taxes program ("PILOT program") for lessees operating Low-income housing tax credit ("LIHTC") property as defined by § 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, KHRA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Kingsport and Sullivan County, wishes to provide PILOT programs restricted exclusively for projects developed through the assistance of LIHTCs; and

WHEREAS, KHRA wishes to enter a PILOT Agreement similar in form and substance to Exhibit 1 with Myrtle Street Redevelopment, LLC, which intends to seek an award of LIHTCs and which will lease KHRA property and operate it as a LIHTC property; and

WHEREAS, KHRA also wishes to enter a PILOT Agreement similar in form and substance to Exhibit 2 with Riverview Place, LP, which has been given an award of LIHTCs, is leasing KHRA property and is currently operating it as a LIHTC property; and

WHEREAS, the Board of County Commissioners finds and declares that the PILOT program and the PILOT Agreements attached hereto as Exhibit 1 and Exhibit 2 are in furtherance of KHRA's public purposes set forth in the Tennessee Code.

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

SECTION 1. The Board of County Commissioners of Sullivan County hereby acknowledges and affirms that Kingsport Housing & Redevelopment Authority real property is exempt from ad valorem taxes and KHRA has been delegated the authority to negotiate and accept payments in lieu of ad valorem taxes from the housing authority's lessees operating Low Income Housing Tax Credit property pursuant to Tennessee Code Annotated § 13-20-104(f).

SECTION 2. The Board of County Commissioners of Sullivan County hereby approves the PILOT Agreement, in form and substance similar to Exhibit 1, between Kingsport Housing & Redevelopment Authority and Myrtle Street Redevelopment, LLC and further authorizes Kingsport Housing & Redevelopment Authority to amend said PILOT agreement as necessary to apply to such other real property as may be needed to complete the project described therein.

SECTION 3. The Board of County Commissioners of Sullivan County hereby approves the PILOT Agreement, in form and substance similar to Exhibit 2, between Kingsport Housing & Redevelopment Authority and Riverview Place, L.P.

SECTION 4. This Resolution shall take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

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

Approved this 15th day of AUGUST, 2016.

Attest: Jeanie Gammon Approve Richard S. Venable  
Jeanie Gammon, County Clerk Richard S. Venable, County Mayor

Sponsored by: Commissioner Eddie Williams  
Prime Co-Sponsor(s): Commissioner Bob White

ACTIONS: WAIVER OF RULES REQUESTED  
APPROVED ROLL CALL 21 AYE, 3 ABSENT



**EXHIBIT 1**  
**Payment In Lieu of Taxes Agreement**  
**Myrtle Street Redevelopment, LLC**

**PAYMENT IN LIEU OF TAX AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "effective date") by and between the KINGSFORT HOUSING & REDEVELOPMENT AUTHORITY, a Tennessee public non-profit corporation ("KHRA") and Myrtle Street Redevelopment, LLC ("Lessee").

**RECITALS**

- A. KHRA owns certain properties located in the City of Kingsport, which is more particularly described on Exhibit A (the "Development Properties"). Under the Tennessee Constitution and statutes, the Development Properties is exempt from ad valorem property taxation.
- B. Lessee intends enter a long-term Ground Lease to lease the Development Properties.
- C. Lessee intends to redevelop and operate on the Development Properties low-income housing developments with financing, in part, through low-income housing tax credits administered by the Tennessee Housing Development Agency.
- D. Lessee will seek an award of low income housing tax credits from the Tennessee Housing Development Agency to redevelop and operate the Development Properties as LIHTC properties.
- E. KHRA is authorized by Tenn. Code Ann. § 13-20-104 to enter agreements for payments in lieu of ad valorem taxes ("PILOT") with lessees operating low-income housing tax credit ("LIHTC") property.
- F. By approving Resolution No. 2017-018, the City of Kingsport delegated to KHRA the authority to negotiate and accept PILOTs from its lessees, and approved the form of this Agreement upon its finding that the Agreement and payments described herein are in furtherance of KHRA's public purpose.

NOW THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1.** Lease Agreement. KHRA and Lessee will enter into a Ground Lease for the Development Properties.

**Section 2.** Appointment of Agent. KHRA hereby appoints Lessee as its agent to act for and on behalf of KHRA to exercise those powers conferred on it by Tenn. Code Ann. § 13-20-104 with respect to the redevelopment and operation of multi-family residential facilities for low and moderate-income persons on the Development Properties, except that Lessee shall not bind KHRA to any debts, liabilities or costs.

**Section 3.** Payments in Lieu of Taxes. Lessee shall make annual payments in lieu of taxes ("Annual Payments") to Kingsport Housing & Redevelopment Authority as follows:

- a. Amount. Annual Payments shall be ten percent (10%) of the aggregate Shelter Rent collected by Lessee for the Project during the preceding year. Shelter Rent is defined as the total of all rents actually collected from all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of Development Properties), less the cost to Lessee of all dwelling and non-dwelling utilities.
- b. Time of Payment. Each Annual Payment is due and payable on the last day on which ad valorem taxes are payable to the City of Kingsport for each respective tax year. Any Annual Payments payable with respect to any partial tax year shall

be pro rated based upon the number of days in which partial year to which this Agreement applies.

- c. **Payments Reduced by Taxes Assessed.** The Annual Payments described herein are intended to be in lieu of all ad valorem taxes on all real and personal property of any nature which are or may be levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision of the State with respect to the Project, work-in-progress in regard to the construction and development of the Project during the term of this Agreement, and taxes on the leasehold estate created under the Ground Lease. Therefore the amount of the Annual Payments will be reduced by the amount of any ad valorem taxes or other taxes on real or personal property of any nature levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision, or the State with respect to the Development Properties which Lessee is or may be required to pay during the term of this Agreement.

**Section 4.** **Annual Report to State Board of Equalization.** Before October 1 of each year, Lessee shall file with the State Board of Equalization a report that complies with Tenn. Code Ann. § 13-20-104(f)(1)(3), as amended, with a copy of such report to KHRA.

**Section 5.** **Term.** The term of this Agreement shall commence on the effective date of this Agreement and shall end on the last day of the fifteenth (15<sup>th</sup>) year after any Project is placed in service, as defined by Section 42 of the Internal Revenue Code, or at such time the Lessee's interest in the Development Properties terminates, whichever is longer.

**Section 6.** **Choice of Law.** This Agreement shall be governed by the laws of the State of Tennessee.

**Section 7.** **Amendments.** This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of KHRA. Notwithstanding the foregoing, KHRA and Lessee hereby consent to any amendment to this Agreement required by a change in applicable law or regulation, and no further consent shall be required for such amendment to become effective.

**Section 8.** **Notices.** All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease 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 to the business addresses of each of the respective parties, or at such other address as the parties may designate by written notice.

**Section 9.** **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**Section 10.** **Headings.** The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof.

**Section 11.** **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 12.** **Expenses on Default.** In the event that KHRA shall be required to engage legal counsel for the enforcement of any of the terms of this Agreement, whether or not such employment involves prosecuting or defending an action in court or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to KHRA its reasonable attorneys' fees and any other expenses incurred by KHRA as a result of such default.

**Section 13.** **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY and MYRTLE STREET REDEVELOPMENT, LLC have executed this Agreement by their duly authorized representatives, all as of the date first set forth herein.

**KINGSPORT HOUSING & MYRTLE STREET  
REDEVELOPMENT AUTHORITY REDEVELOPMENT, LLC**

\_\_\_\_\_  
Terry Cunningham, Executive Director

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

**Exhibit A**  
Development Properties Legal Description

TIFFANY COURT

City of Kingsport, 14th Civil District, Sullivan County, Tennessee, to wit:

BEGINNING at a point on the northeasterly sideline of Tiffany Court, said point being the corner of Lots 3 and 4, Plantation Manor, Section 4, and distance 280.85 feet from the intersection of Tiffany Court with Kendricks Creek Road; thence along the divisional line between Lots 3 and 4, N. 38° 06' E 302.79 feet to a point; thence with the real line of Lot 4, S 46° 51' E 100.39 feet to a point, corner for Lots 4 and 5; thence with the divisional line between Lots 4 and 5, S. 38° 06' W 293.95 feet to a point with the northeasterly sideline of Tiffany Court; thence with the northeasterly sideline of Tiffany Court N. 51° 54' W 100.00 feet to a point of BEGINNING, and being all of Lot 4, Plantation Manor, Section # 4.

BEING the same property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by deed dated November 16, 1994, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 1031C, page 677.

LEE APARTMENTS

City of Kingsport, 11th Civil District, Sullivan County, Tennessee, to wit:

## TRACT NO. 1:

BEGINNING at a point in the northeasterly sideline of Dale Street at a distance of one hundred twenty-seven and seventy-nine hundredths (127.79) feet northwesterly from the intersection of the said northeasterly sideline of Dale Street with the northwesterly sideline of Poplar Street, said point being the northwesterly corner of Lot One (1), Block Sixty-Four (64). Thence continuing northwesterly with the said sideline of Dale Street four hundred and ninety-seven and ninety-two hundredths (497.92) feet to a point, said point being the southwesterly corner of Lot One (1) Block Sixty-two (62). Thence northeasterly by an interior angle of ninety-eight degrees and fifteen minutes and with the rear line of Lots One (1) to Twelve (12) of Block Sixty-two (62), six hundred and thirty-five and eighty-six hundredths (635.86) feet to a point in the southwesterly line of the Robert E. Lee School property. Thence southeasterly by an interior angle of eighty-seven degrees and six minutes and with the Robert E. Lee School property line Four hundred forty-seven and seventy-eight hundredths (447.87) feet to a point, and said point being the northeasterly corner of Lot Thirteen (13) Block Sixty-four (64). Thence southwesterly by an interior angle of ninety-six degrees and thirty-nine minutes and the rear lines of Lot One (1) to Thirteen (13), Block Sixty-four (64), six hundred eighty-six and forty-four hundredths (686.44) feet to the point of BEGINNING, and containing seven and one tenths (7.1) acres, more or less, as shown by map of Groseclose Property, USHA Project Tenn-6-1, which map is of record in the Register's Office in Blountville, Tennessee in Plat Book One (1) at page Two Hundred and Thirty-five (235), together with any and all other property which the Kingsport Housing Authority owns in any portions immediately adjacent to the above-mentioned property; and being the same property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by deed of record in the said Register's Office in Deed Book 45-A at page 435; to all of which reference is hereby expressly made.

HOLLY HILLS

City of Kingsport, 7<sup>th</sup> Civil District of Hawkins County, Tennessee, to wit:

Parcel No. 1:

BEGINNING at a point on the northerly sideline of Watterson Street (heretofore referred to as Tennessee Street and/or Tompkins Street) 125 feet easterly from the intersection of the said sideline

of Watterson Street with the easterly sideline of Central Avenue (sometimes referred to as Gray Avenue), corner of Lots 74 and 75. Thence northerly along the divisional line between Lots 74 and 75, 150 feet to a point, corner for Lots 74, 75, 121 and 122. Thence easterly along the divisional line between Lots 75, 76, 122 and 123, 50 feet to a point, corner for Lots 76, 77, 123 and 124. Thence southerly along the divisional line of Lots 76 and 77, 150 feet to a point on the northerly sideline of the said Watterson Street, corner of Lots 76 and 77. Thence westerly along the said sideline of the said Watterson Street, 50 feet to the point of BEGINNING, and being all of Lots 75 and 76 of the W. H. Tompkins Addition to Kingsport, Tennessee (commonly referred to as Rotherwood Heights), as shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Book 1 at page 444 (see also later map of record in said register's office of Rotherwood Heights recorded in Map Book 1 at page 531).

BEING the property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated November 18, 1982, and filed for record in the Register's Office of Hawkins County, Tennessee on December 2, 1982, at Deed Book 273, Page 580.

Parcel No. 2:

BEGINNING at a point on the northerly sideline of Watterson Street (heretofore referred to as Tennessee Street and/or Tompkins Street), said point being located easterly along the said sideline of the said Watterson Street, 75 feet from the point of intersection of the said sideline of said street with the easterly sideline of Central Avenue (sometimes referred to as Central Street and/or Gray Avenue), corner of Lots 72 and 73. Thence with the divisional line of Lots 72 and 73 northerly 150 feet to a point, corner for Lots 72, 73, 119 and 120. Thence easterly with the divisional line of Lots 73, 74, 120 and 121, 50 feet to a point, corner for Lots 74, 75, 121 and 122. Thence southerly with the divisional line of Lots 74 and 75, 150 feet to a point on the northerly sideline of Watterson Street, corner for Lots 74 and 75. Thence with the said sideline of the said Watterson Street, westerly 50 feet to the point of BEGINNING, and being all of Lots 73 and 74 of the W. H. Tompkins Addition to Kingsport, Tennessee (commonly referred to as Rotherwood Heights), as shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Book 1 at page 444 (see also later map of record in said register's office of Rotherwood Heights in Plat Book 1 at page 531). BEING the property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated November 18, 1982, filed for record in the Register's Office of Hawkins County, Tennessee on December 8, 1982, at Deed Book 273, Page 577. TOGETHER WITH the following described property condemned by the City of Kingsport which equitable title has vested in the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) pursuant to a Purchase Agreement dated December 9, 1982, between the City of Kingsport and the Kingsport Housing Authority filed for record in the Register's Office of Hawkins County, Tennessee, at Deed Book 273, Page 749 on December 13, 1982:

Parcel No. 3:

BEING all of Lots 77, 78 and 79, W. H. Tompkins Addition, as shown on map of record in the Register's office for Hawkins County at Rogersville, Tennessee, in Map Book 1 at page 444; being the same property condemned by the City of Kingsport in Civil Action No. 3537 in the Circuit Court for Hawkins County at Rogersville, Tennessee, and an Order of Possession having been entered in said Court granting to and the City of Kingsport the possession of said property, a certified copy of said Order of Possession, together with a certified copy of the Complaint and the Amended Complaint, filed in said case being of record in said register's office in Deed Book 273 at page 743, et seq.

Parcel No. 4:

BEING Lot 91, W. H. Tompkins Addition, shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Book 1, Page 444.

BEING the same property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated November 17, 1982, and recorded in the Register's Office of Hawkins County, Tennessee, December 2, 1982, in Deed Book 273, Page 589. The Party of the First Part also conveys any and all rights to the roadways heretofore conveyed.

Parcel No. 5:

BEING Lots 13-17, inclusive, and Lots 92 and 93 of W. H. Tompkins Addition, as shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Book 1, Page 444.

BEING the property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated November 17, 1982, filed for record in the Register's Office of Hawkins County, Tennessee on December 2, 1982, at Deed Book 273, Page 586.

Parcel No. 6:

BEGINNING at an iron pin in the westerly line of the W. H. Tompkins Addition (commonly referred to as Rotherwood Heights), corner of Estes property, said iron pin being the northeasterly corner of the property herein conveyed. Thence with said westerly line of said Rotherwood Heights S. 02° 04' 40" W., 806.79 feet to a planted stone, corner for said Rotherwood Heights and the 84 Lumber Company property. Thence with a new line through the Netherland property N. 85° 27' 40" W., 514.18 feet to a planted stone in a fence line at or near the Kingsport Power Company property. Thence with said fence line N. 01° 46' 00" E., 780.09 feet to an iron pin in said fence line, corner for Estes property. Thence with the said Estes line S. 88° 26' 10" E., 517.95 feet to the point of BEGINNING, and containing 9.40 acres,

All being the same property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated September, 1982, filed for record in the Register's Office of Hawkins County, Tennessee at Deed Book 272, Page 329, on September 17, 1982.

Parcel No. 7:

BEGINNING at the point of intersection in the northerly sideline of Watterson Street (heretofore referred to as Tennessee Street and/or Tompkins Street) and the easterly sideline of East Avenue, corner for Lot 88. Thence northerly with the said sideline of East Avenue, 150 feet to a point on said sideline, corner for Lot 88 and Lot 135 (later Lot 527). Thence easterly with the divisional line of Lots 88, 89 and 90, and Lots 135, 136 and 137 (later Lot 527) to a point, corner for Lots 90, 91, 138 and 139 (later Lots 90, 91, 527 and 528). Thence southerly with the divisional line of Lots 90 and 91, 150 feet to a point on the northerly sideline of Watterson Street, corner for Lots 90 and 91. Thence westerly with said sideline of Watterson Street 75 feet to the point of BEGINNING, and being all of Lots 88, 89 and 90 of the W. H. Tompkins Addition to Kingsport, Tennessee (commonly referred to as Rotherwood Heights), as shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Book 1 at page 444 (see also later map of record in said register's office of Rotherwood Heights in Map Book 1 at page 531, wherein numerous lots are renumbered from the original recorded map).

Also being the property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by Deed dated November 18, 1982, filed for record in the Register's Office of Hawkins County, Tennessee at Deed Book 273, Page 583 on December 2, 1982.

DOGWOOD TERRACE

City of Kingsport, 11th Civil District, Sullivan County, Tennessee, to wit:

Commencing at the intersection of the northwest right-of-way line of Bridgewater Lane and the westerly right-of-way line of Bowater Drive, said point being the southeast corner of property of Skate Inn, running thence along the westerly right-of-way line of Bowater Drive in a northeasterly direction, a distance of 224.38 feet to an iron pin (ip) located at the northeast corner of property of

Skate Inn, said iron pin being the Point of Beginning (POB); running thence North 67 degrees 31 minutes West, a distance of 408.93 feet to an iron pin located at the northeast corner of property owned by Pinebrook Holiness Church; running thence North 20 degrees 31 minutes East, a distance of 100.51 feet to an iron pin; running thence North 75 degrees 15 minutes West, a distance of 41.64 feet to an iron pin located on the southerly right-of-way line of Wakefield Place cul-de-sac; running thence with the curve to the left having a delta of 82 degrees 59 minutes 53 seconds and a radius of 49 feet, 57.94 feet to an iron pin; running thence South 75 degrees 15 minutes East, a distance of 18.98 feet to an iron pin; running thence North 08 degrees 39 minutes West, a distance of 186.17 feet to an iron pin; running thence North 02 degrees 14 minutes West, a distance of 186.06 feet to an iron pin; running thence north 09 degrees 06 minutes East, a distance of 36.55 feet to an iron pin; running thence South 82 degrees 31 minutes East, a distance of 85.83 feet to an iron pin; running thence South 71 degrees 15 minutes East, a distance of 509 feet to an iron pin; running thence South 80 degrees 45 minutes East, a distance of 209.66 feet to an iron pin located on the westerly right-of-way line of Bowater Drive; running thence along said right-of-way line South 43 degrees 35 minutes West, a distance of 418.31 feet to an iron pin; running thence with a curve to the left having a delta of 11 degrees 30 minutes 45 seconds and a radius of 624.38 feet; 125.46 feet to an iron pin; running thence South 32 degrees 04 minutes West, a distance of 89.62 feet to an iron pin at the Point of Beginning.

BEING the same property conveyed to the Kingsport Housing Authority (now known as Kingsport Housing & Redevelopment Authority) by deed dated September 21, 1981, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 261C, page 577.

#### CLOUD APARTMENTS

City of Kingsport, 11th Civil District, Sullivan County, Tennessee, to wit:

BEGINNING at the point of intersection of the northerly line of Spring Park Heights with the easterly line of Gibson Addition, corner for E. H. Fleenor; thence with the Gibson and Fleenor line, N. 2° 35' E., 923.14 feet to a point on the southerly bank of Reedy Creek; thence with the said line of said creek, S. 76° 33' E., 95.18 feet to a point; thence continuing N. 84° 39' E., 140 feet to a point; thence N. 59° 55' E., 95 feet to a point; thence leaving said bank of said creek, S. 10° 40' E., 337.7 feet to a point; thence S. 79° 00' E., 127 feet to a point; thence N. 2° 33' W., 86.09 feet to a point; thence S. 77° 03' E., 322.2 feet to a point; thence S. 41° 45' E., 25.5 feet to a point; thence S. 77° 43' E., 405.34 feet to a point; thence S. 2° 05' W., 108.8 feet to a point in the J. M. Gibson and M. D. Gibson line; thence with the J. M. Gibson and M. D. Gibson line, S. 29° 27' W., 1,075.35 feet to a point in the White Property line; thence with the White and J. M. Gibson line, N. 67° 48' W., 114.93 feet to a point, corner for White and Spring Park Heights; thence with the line of Spring Park Heights and J. M. Gibson, N. 24° 32' E., 263.04 feet to a point; thence continuing with the Spring Park Heights and E. H. Fleenor, and J. M. Gibson line, N. 71° 18' W., 777.97 feet to the point of BEGINNING, containing 23.1 Acres, more or less, and being party of the E. H. Fleenor and J. M. Gibson Property.

Incorporated herein to the Declaration applicable to the foregoing described property in the following 1.033 acre tract conveyed to the Kingsport Housing Authority by deed from Beatrice Daniel Fleenor, dated March 13, 1990, of record in the Register's Office for Sullivan County, Tennessee, in Book 720C, Page 705:

BEGINNING at an iron pin found at the most northwesterly corner of the property herein conveyed, corner to the property of the Cedarview Independent Church. Thence with the line of the Cedarview Independent Church, N. 67° 07' E., 50 feet to a point in Reedy Creek, corner to Cedarview Independent Church and the property of W. D. Harless. Thence with the Harless line, the following five calls: S. 21° 46' 30" E., 106.65 feet to a point in Reedy Creek; S. 81° 10' E., 66.50 feet to an iron pin; S. 37° 13' E., 77 feet to an iron pin found; S. 11° 47' E., 43.50 feet to a point; and S. 00° 20' 30" E., 81 feet to an iron pin, corner to Harless and the property of the Kingsport Housing Authority. Thence with the Kingsport Housing Authority line, the following four calls: N. 77° 03' W., 24.60 feet

to an iron pin; S. 2° 33' E., 86.99 feet to an iron pin found in the easterly sideline of an alley known as Alley No. 3; N. 79° 00' W., 127 feet to a concrete monument found; and N. 10° 40' W., 337.70 feet to the point of BEGINNING, containing 1.033 acres, more or less, as shown on a survey by Jimmy E. Horton, Registered Land Surveyor, dated February 14, 1990.

There is excepted herein from the declaration applicable to the foregoing described property the following parcels or tracts which have previously been conveyed to the City of Kingsport, Tennessee, or dedicated to the City of Kingsport, Tennessee, for use as public streets:

Tract No. 1:

BEGINNING at the intersecting point of the southerly sideline of Robertson Street with the easterly boundary line of the Kingsport Housing Authority property (known as Cloud Apartments. Thence S. 29° 27' W., with the aforementioned boundary line 196.3 feet to a point of curvature. Thence westerly by a curve to the right with a radius of 147.75 feet, an arc distance of 205.05 feet to a point of tangency. Thence N. 71° 02' W., 1.9 feet to a point in the divisional line for the Kingsport Housing Authority property and Lot 1, Block 10 of the Gibson Addition. Thence along the Housing Authority property line N. 24° 32' E., 43.2 feet to a point on a curve. Thence by a curve to the left with a radius of 104.75 feet to an arc length of 143.52 feet to a point of tangency. Thence N. 29° 27' E., 158 feet to a point of curvature. Thence by a curve to the left with a radius of 25 feet, an arc distance of 43.96 feet to a point of tangency on the southerly sideline of Robertson Street. Thence S. 71° 18' E., 73.96 feet to the point of BEGINNING and being a proposed 43-foot roadway connecting Robertson Street with the easterly terminus of Dorothy Street in the Gibson Addition and containing 16,160 square feet, more or less, as shown on plat "Sketch showing a proposed 43-foot roadway across the Kingsport Housing Authority property connecting Robertson Street with Dorothy Street, Office of City Engineer, Kingsport, Tennessee, October 20, 1972, Scale 1" = 40'." And being part of the property conveyed to the City of Kingsport, Tennessee, by deed dated December 29, 1972, of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book 33C at page 405.

Tract No. 2:

Parcel No. 1:

BEGINNING at a point on the northerly sideline of a fifteen (15') foot alley, said point being the intersection of the northerly sideline of said alley with the easterly sideline of a fifteen (15') ft. alley; thence northerly along the easterly sideline of the fifteen (15') ft. alley 15.04 feet to a point of curvature for the connector street right-of-way; thence southeasterly by a curve to the left with a radius of 20 feet, arc distance of 25.79 feet to a point of tangency for the connector street right-of-way on the northerly side of a 15 foot alley; thence westerly with the northerly sideline of said alley 15.04 feet to the point of BEGINNING, and being a right of way for the proposed connector street containing 43 square feet, more or less.

Parcel No. 2:

BEGINNING at a point on the southerly sideline of Robertson Street, said point being the intersection of the easterly sideline of a 15-foot alley with the southerly sideline of Robertson Street; thence easterly along the southerly sideline of Robertson Street 26.6 feet to a point of curvature for the right-of-way for the proposed connector street from Dorothy Street to Robertson Street; thence southwesterly by a curve to the left with a radius of 20 feet, an arc distance of 37.04 feet to a point of tangency for said right-of-way on the easterly sideline of above 15 foot alley; thence northerly with the easterly sideline of the alley 26.6 feet to the point of BEGINNING, being a right-of-way for the proposed connector street containing 162 square feet, more or less.

All as shown on sketch titled "Proposed Right-of-Way for Connector Street from Dorothy Street to Robertson Street across Kingsport Housing Authority Property and Lot 25, Gibson Addition on Robertson Street, Office of City Engineer, Kingsport, Tennessee", dated March 25, 1977, Scale 1" = 40'.



And being part of the property conveyed to the City of Kingsport, Tennessee, by deed dated May 18, 1988, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 135-C at page 884, to all of which reference is hereby

**EXHIBIT 2**  
**Payment In Lieu of Taxes Agreement**  
**Riverview Place, L.P.**

PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "effective date") by and between the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY, a Tennessee public non-profit corporation ("KHRA") and Riverview Place, L.P. ("Lessee").

RECITALS

- A. KHRA owns certain properties located in the City of Kingsport, which is more particularly described on Exhibit A (the "Development Properties"). Under the Tennessee Constitution and statutes, the Development Properties are exempt from ad valorem property taxation.
- B. Lessee has entered into a long-term Ground Lease to lease the Development Properties.
- C. Lessee operates on the Development Properties low-income housing developments with financing, in part, through low-income housing tax credits administered by the Tennessee Housing Development Agency.
- D. Lessee has been awarded low income housing tax credits from the Tennessee Housing Development Agency to redevelop and operate the Development Properties as LIHTC properties.
- E. KHRA is authorized by TENN. CODE ANN. § 13-20-104 to enter agreements for payments in lieu of ad valorem taxes ("PILOT") with lessees operating low-income housing tax credit ("LIHTC") property.
- F. By approving Resolution No. 2017-019, the City of Kingsport delegated to KHRA the authority to negotiate and accept PILOTs from its lessees, and approved the form of this Agreement upon its finding that the Agreement and payments described herein are in furtherance of KHRA's public purpose.

NOW THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease Agreement. KHRA and Lessee have entered into a Ground Lease for the Development Properties.

Section 2. Appointment of Agent. KHRA hereby appoints Lessee as its agent to act for and on behalf of KHRA to exercise those powers conferred on it by Tenn. Code Ann. § 13-20-104 with respect to the redevelopment and operation of multi-family residential facilities for low and moderate-income persons on the Development Properties, except that Lessee shall not bind KHRA to any debts, liabilities or costs.

Section 3. Payments in Lieu of Taxes. Lessee shall make annual payments in lieu of taxes ("Annual Payments") to Kingsport Housing & Redevelopment Authority as follows:

a. **Amount.** Annual Payments shall be ten percent (10%) of the aggregate Shelter Rent collected by Lessee for the Project during the preceding year. Shelter Rent is defined as the total of all rents actually collected from all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of Development Properties), less the cost to Lessee of all dwelling and non-dwelling utilities.

b. **Time of Payment.** Each Annual Payment is due and payable on the last day on which ad valorem taxes are payable to the City of Kingsport for each respective tax year. Any Annual Payments payable with respect to any partial tax year shall be prorated based upon the number of days in which partial year to which this Agreement applies.

c. **Payments Reduced by Taxes Assessed.** The Annual Payments described herein are intended to be in lieu of all ad valorem taxes on all real and personal property of any nature which are or may be levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision of the State with respect to the Project, work-in-progress in regard to the construction and development of the Project during the term of this Agreement, and taxes on the leasehold estate created under the Ground Lease. Therefore the amount of the Annual Payments will be reduced by the amount of any ad valorem taxes or other taxes on real or personal property of any nature levied by the City of Kingsport, Sullivan County, or any other political subdivision, or the State with respect to the Development Properties which Lessee is or may be required to pay during the term of this Agreement.

**Section 4. Annual Report to State Board of Equalization.** Before October 1 of each year, Lessee shall file with the State Board of Equalization a report that complies with TENN. CODE ANN. § 13-20-104(f)(1)(3), as amended, with a copy of such report to KHRA.

**Section 5. Term.** The term of this Agreement shall commence on the effective date of this Agreement and shall end on the last day of the fifteenth (15th) year after any Project is placed in service, as defined by Section 42 of the Internal Revenue Code, or at such time the Lessee's interest in the Development Properties terminates, whichever is longer.

**Section 6. Choice of Law.** This Agreement shall be governed by the laws of the State of Tennessee.

**Section 7. Amendments.** This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of KHRA. Notwithstanding the foregoing, KHRA and Lessee hereby consent to any amendment to this Agreement required by a change in applicable law or regulation, and no further consent shall be required for such amendment to become effective.

**Section 8. Notices.** All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease 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 to the business addresses of each of the respective parties, or at such other address as the parties may designate by written notice.

**Section 9. Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**Section 10. Headings.** The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof.

Section 11. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Expenses on Default. In the event that KHRA shall be required to engage legal counsel for the enforcement of any of the terms of this Agreement, whether or not such employment involves prosecuting or defending an action in court or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to KHRA its reasonable attorneys' fees and any other expenses incurred by KHRA as a result of such default.

Section 13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY and RIVERVIEW PLACE, L.P. have executed this Agreement by their duly authorized representatives, all as of the date first set forth herein.

**KINGSPORT HOUSING & RIVERVIEW PLACE, LP  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Terry Cunningham, Executive Director

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

**Exhibit A**  
Development Properties Legal Description

EXHIBIT A  
RIVERVIEW PLACE

PARCEL ONE:

BEGINNING at the point of intersection of the northwesterly line of Washington Street with the northeasterly line of Douglass Street; thence northwesterly with the said northeasterly line of Douglass Street, three hundred twenty (320) feet to its point of intersection with the southeasterly line of Carver Street; thence northeasterly at right angles and with the said line of Carver Street, two hundred twelve (212) feet to a point, corner for Kingsport Housing Authority; thence southeasterly at right angles and with the line of Kingsport Housing Authority, three hundred twenty (320) feet to a point in the northwesterly line of Washington Street; thence southwesterly at right angles and with the said line of Washington Street, two hundred twelve (212) feet to the point of BEGINNING, containing Sixty-seven Thousand Eight Hundred Forth (67,840) square feet, more or less, and being the area lying between Washington Street, Douglass Street, Carver Street and Kingsport Housing Authority, Riverview Addition; and being the same property conveyed to the Kingsport Housing Authority via deed dated May 10, 1950, and recorded in Deed Book 114A, at page 268, in the Register's Office for Sullivan County at Blountville, Tennessee.

PARCEL TWO:

BEGINNING at a point in the southeasterly line of Carver Street at a distance of three hundred ten (310) feet southwesterly from the intersection of said line of Carver Street with the southwesterly line of Lincoln Street; thence continuing southwesterly with the said southeasterly line of Carver Street, seventy eight (78) feet to a point; thence southeasterly at right angles, three hundred twenty (320) feet to a point in the northwesterly line of Washington Street; thence northeasterly at right angles and with the said northwesterly line of Washington Street, seventy-eight (78) feet to a point in the southwesterly line of a twenty (20) feet drive; thence northwesterly at right angles and with the said southwesterly line of a twenty (20) feet drive, three hundred twenty (320) feet to the point of BEGINNING, containing Twenty-four Thousand Nine Hundred and Sixty (24,960) square feet, more or less, and being Tract No. two (2) as shown on map marked "Map of Tract No. Two (2) Kingsport Housing Authority Property USHA Project Tenn-6-2, Kingsport, Tennessee, dated November 8, 1940, Oscar L. King, Registered Engineer, and recorded in the Register's Office at Blountville, Tennessee, in Map Book 2, at page 37; to which reference is hereby expressly made; and being the same property conveyed to the Kingsport Housing Authority via deed dated November 8, 1940, and recorded in Deed Book 50A, at page 125, in the Register's Office for Sullivan County at Blountville, Tennessee.

PARCEL THREE:

BEGINNING at a point in the original divisional line between the Holston Corporation and the Tennessee Eastman Corporation, said point being 300 feet southwesterly from and directly opposite the intersection of the said divisional line projected with the center line of C.C. & O. Railroad at Survey Station 397 plus 90.4; thence continuing southwesterly with the original divisional line between the Holston Corporation and the Tennessee Eastman Corporation and at right angles to the center line of the C.C. & O. Railroad, 290 feet to a point; thence northwesterly and at right angles to said divisional line 320 feet to a point; thence northeasterly and at right angles 290 feet to a point; thence southeasterly at right angles 320 feet to the point of BEGINNING, containing 2.13 acres, more or less, as shown on map of Kingsport Housing Corporation Property USHA Project Tenn-6-2, Kingsport, Tennessee, dated November 20, 1939, Oscar King, Registered Engineer, and recorded in the Register's Office at Blountville, Tennessee, in Plat Book 2, at page 4; to which reference is

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hereby made; and being the same property conveyed to the Kingsport Housing Authority via deed dated December 2, 1939, and recorded in Deed Book 46A, at page 113, in the Register's Office for Sullivan County at Blountville, Tennessee.

PARCEL FOUR:

BEING Lot 3, Block 2, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, at page 51; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated January 5, 2007, of record in said Register's Office in Deed Book 2493C, at page 0238.

209 Carver Street/Tax Map No. 61B/J/61B/003.00

PARCEL FIVE:

BEING Lot 4, Block 2, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, at page 51; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated January 12, 2007, of record in said Register's Office in Deed Book 2493C, at page 0247.

213 Carver Street/Tax Map No. 61B/J/61B/004.00

PARCEL SIX:

BEING Lot 11, Block 2, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, at page 51; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated September 17, 2007, of record in said Register's Office in Deed Book 2586C, at page 0422.

241 Carver Street/Tax Map No. 61B/J/61B/010.00

PARCEL SEVEN:

BEING Lot 11, Block 3, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, at page 51; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated April 19, 2007, of record in said Register's Office in Deed Book 2527C, at page 0713.

340 Wheatley Street/Tax Map No. 61G/A/61G/018.00

PARCEL EIGHT:

BEING Lot 10, Block 2, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 1, at page 191; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated April 20, 2007, of record in said Register's Office in Deed Book 2575C, at page 0212.

237 Carver Street/Tax Map No. 61B/J/61B/009.00

PARCEL NINE:

BEING Lot 10, Block 3, Riverview Addition to the City of Kingsport, as shown on plat of record in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 2, at page 51; and being the same property conveyed to Kingsport Housing and Redevelopment Authority by deed dated September 12, 2007, of record in said Register's Office in Deed Book 2585C, at page 0798.

336 Wheatley Street/Tax Map No. 61G/A/61G/017.00

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### Adjustments and Corrections to 2016-2017 Appropriating Resolution

Account Number	Appropriation Resolution	Changes passed w/ Budget	Other Corrections	Appropriation Resolution	Notes
101 E 51800	1,892,178		33,000	1,925,178	33,000 for Sinkhole Repair was not in original appropriating resolution but was agreed to by the commission
101 E 52400	672,853		1	672,854	Immaterial rounding difference
101 E 53120	1,683,332		1	1,683,333	Immaterial rounding difference
101 E 53400	641,722		(27,000)	614,722	Numbers inverted on appropriating resolution
101 E 53600	313,690		76,860	390,550	Family Justice Center was left out of original appropriating resolution
101 E 53920	362,139		1	362,140	Immaterial rounding difference
101 E 54110	10,008,399	316,084		10,324,483	
101 E 54210	8,795,201	289,633		9,084,834	
101 E 54310	2,264,656	(531,124)		1,733,532	
101 E 54410	632,378	79,530	1	711,909	
101 E 54420	630,640	381,123		1,011,763	
101 E 54430	7,995		(40)	7,955	Typo in original resolution
101 E 55110	6,454,430		2,424	6,456,854	Unknown variance from detail
<b>TOTAL 101</b>	<b>55,302,055</b>	<b>535,246</b>	<b>85,248</b>	<b>55,922,549</b>	
-					
131 E 62000	6,322,261	60,000		6,382,261	
<b>TOTAL 131</b>	<b>10,471,351</b>	<b>60,000</b>	<b>-</b>	<b>10,531,351</b>	

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON  
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR  
SESSION SEPTEMBER 19, 2016.

  
RICHARD VENABLE

COMMISSION CHAIRMAN