

# COUNTY COMMISSION- REGULAR SESSION

**DECEMBER 20, 2004**

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, DECEMBER 20, 2004, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE . PRESENT AND PRESIDING WAS HONORABLE RICHARD S. VENABLE, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK AND WAYNE ANDERSON, SHERIFF OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Mayor Richard S. Venable. Sheriff Wayne Anderson opened the commission and Commissioner James L. King, Jr. gave the invocation. Pledge to the flag was led by the Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

<b>GARTH BLACKBURN</b>	<b>LINDA K. BRITTENHAM</b>
<b>JAMES "MOE" BROTHERTON</b>	<b>RAY CONKIN</b>
<b>JOHN CRAWFORD</b>	<b>O. W. FERGUSON</b>
<b>CLYDE GROSECLOSE, JR.</b>	<b>LARRY HALL</b>
<b>RALPH P. HARR</b>	<b>JOE HERRON</b>
<b>DENNIS HOUSER</b>	<b>MARVIN L. HYATT</b>
<b>SAMUEL C. JONES</b>	<b>ELLIOTT KILGORE</b>
<b>BUDDY KING</b>	<b>JAMES L. KING, JR.</b>
<b>R. WAYNE MCCONNELL</b>	<b>JOHN MCKAMEY</b>
<b>RANDY MORRELL</b>	<b>HOWARD PATRICK</b>
<b>JACK SITGREAVES</b>	<b>MICHAEL SURGENOR</b>
<b>MARK A. VANCE</b>	<b>EDDIE WILLIAMS</b>

**24 PRESENT 0 ABSENT**

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. Hyatt to approve the minutes of the November 15, 2004, Regular Session of County Commission. Said motion was approved by voice vote.

**PUBLIC COMMENTS: DECEMBER 20, 2004**

**THOSE SPEAKING DURING THE PUBLIC COMMENT TIME WERE AS FOLLOWS:**

- 1. Bill Ward, Interstate Realty Advisors, outlining the project plans for developing property across from Bristol Motor Speedway.**

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**Mayor Venable nominated Ken Misterly to serve a one-year term as the County Member to the Bristol Convention and Visitors Bureau's Board of Directors. Motion was made by Comm. Harr and seconded by Comm. McConnell to approve the nomination. Motion was approved to appoint Misterly by voice vote of the Commission.**

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**Recognition was made by Mayor Venable to Gary Mayes and the Sullivan County Health Department for having the greatest employee participation in the United Way Campaign. Also Diane Copas was recognized as the United Way Employee of the Year for her support of United Way.**

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**Sheriff Anderson presented a plaque to John LeSueur and the Highway Department for their support of the Sheriff's Dept.**

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

DECEMBER 20, 2004

MARY ANN BEAVERS

CINDY BLEDSOE

MARY C. BREWER

DEBORAH S. BUCKLES

STAR CASTLE-WARREN

JENNIFER L. COX

JO ANN CUMMINGS

JANET P. CURTIS

ANITA L. DEBOARD

COLETTE P. GEORGE

PATRICIA GIBSON

LINDA KAY HAWKS

ALICE M. HELTON

DIANE M.K. HILLS

L. BAXTER HOOD

SUE T. HUGHES

JAMES L. HYLER

JAMES B. JENKINS

THERESA DIANE JENNINGS

LYNETTA K. JOHNSON

PENNY LANE JONES

PAM KENNEDY

GINA L. KILGORE

LORI K. KINDLE

RANDOLYN B. LAFERNEY

AKESHIA LAMBERT

CARL R. MAIDEN

TRAVIS BRIAN MAINES

TERRI WAYNE MCCALL

SUSAN D. MCDAVID

LUCINDA J. MCFALLS

BETTY ANN MCGLOTHLIN

JUDITH A. MOONEY

PHILLIP DAVID OWEN

ROBIN GIBSON POOLE

CARLA R. RICHARDS

TERESA E. RING

DALE W. SMITH

LEOTA MARIE SMITH

RANDALL C. TAYLOR

DAVID W. TIPTON

BENJIE ALENE TOLBERT

KENNETH J. VANCE

PATSY FAYE WATTS

FRANK WINSTON

PAUL R. WOLFORD

DAVID BRUCE WRIGHT

PAUL E. YODER

UPON MOTION MADE BY COMM. HARR AND SECONDED BY  
COMM. MORRELL AND FERGUSON TO APPROVE THE NOTARY  
APPLICATIONS HEREON, SAID MOTION WAS APPROVED BY  
ROLL CALL VOTE OF THE COMMISSION. 24 AYE.

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

APPROVAL OF NOTARY  
PUBLIC SURETY BONDS

DECEMBER 20, 2004

JASON BRIGHT

THELMA JOYCE CROSSWHITE

MELBA STILL GILLIAM

MURRY C. GROSECLOSE, III

JERRI R. HALE

LEVITA M. HAYNES

LINDA M. JONES

L. CARTER MASSENGILL

AUDREA W. NELSON

UPON MOTION MADE BY COMM. HARR AND SECONDED BY COMM. MORRELL AND  
COMM. FERGUSON TO APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS,  
SAID MOTION WAS APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 24 AYE.



# AGENDA

## Sullivan County Board of County Commission

*December 20 2004 at 9:00 am*

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, December 20 2004 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

- (1) File No. 09/04/05 Fred Hite  
Reclassify R-1 property located at 2814 Princeton Road to R-2 for the purpose of subdividing the property to allowing a single-wide home. Property ID. No. Tax map 90, Parcel 93.40 located in the 13<sup>th</sup> Civil District. **Kingsport Planning**

PETITION TO SULLIVAN COUNTY FOR REZONING #09/04/05 <sup>3</sup>

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

Property Owner Fred Hite  
Address 1629 Mill Creek Rd.  
Fall Branch, TN 37656  
Phone 349-4492 Date of Request 9-17-04  
Property Located in 13 Civil District  
x Fred W. Hite  
Signature of Applicant

*missed deadline but OKed*  
*Alvin Welford*  
**OFFICE USE ONLY**  
Meeting Date 10/21/04 Time 7:00 PM  
Place Kingsport City Hall  
2nd Floor Council Room  
*Not deferred to Nov 18 10 P.M.*  
Planning Commission Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
County Commission Approved X  
Courthouse Denied \_\_\_\_\_  
in Blountville  
Other Roll Call Vote 23 Ave. 1 Absent  
Final Action Date 12-20-04

PROPERTY IDENTIFICATION

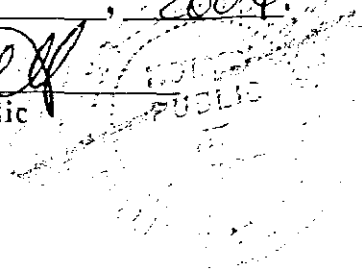
Tax Map 090 Group 1 Parcel 093.40  
Zoning Map 14 Zoning District R-1 Proposed District R-2  
Property Location 2814 Princeton Rd,  
Kingsport

Purpose of Rezoning subdivide property, add  
another singlewide mobile home, and  
make existing singlewide conforming

The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

x Fred W. Hite  
Sworn to and subscribed before me this 17 day of Sept, 2004.  
X. Larkell  
Notary Public

My Commission Expires: 8-31-05



20  
RESOLUTIONS ON DOCKET FOR DECEMBER 16, 2004

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	APPROVED 12-20-04
#2 AUTHORIZE THE PURCHASE OF TWO NEW VEHICLES FOR THE ANIMAL SHELTER	APPROVED 12-20-04
#3 AMEND GENERAL FUND BUDGET FOR HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$100,000 FOR SULLIVAN COUNTY SHERIFF'S OFFICE	APPROVED 12-20-04
#4 AUTHORIZE CREATING AND FUNDING TRANSPORTATION PROGRAM FOR MENTAL PATIENTS	APPROVED 12-20-04
#5 AMEND GENERAL FUND BUDGET FOR CONTRIBUTION IN THE AMOUNT OF \$1,000 FOR OFFICE OF COUNTY ARCHIVES	APPROVED 12-20-04
#6 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 13 <sup>TH</sup> C.D.	APPROVED 12-20-04
#7 ADOPTING ILLICIT DISCHARGE DETECTION AND ELIMINATION RULES AND REGULATIONS	APPROVED 12-20-04
#8 ACCEPTANCE OF GRANT FROM TENN. EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY FOR PURCHASE OF EQUIPMENT/TRAINING	APPROVED 12-20-04
#9 PROHIBIT OPEN BURNING IN SULLIVAN COUNTY DURING OZONE ACTION DAYS	APPROVED 12-20-04
#10 APPROPRIATE FUNDING FOR TRAFFIC SIGNALS AT THE INTERSECTION OF HIGHWAY 11-E, PINEY FLATS ROAD, AND ALLISON ROAD	DEFERRED 12-20-04
#11 AUTHORIZE TRI-CITIES REGIONAL AIRPORT TO SALE REAL PROPERTY AND GRANT CONSTRUCTION EASEMENTS TO THE STATE OF TENN., DEPT. OF TRANSPORTATION	APPROVED 12-20-04
#12 AMEND THE 2004-2005 GENERAL PURPOSE SCHOOL BUDGET FOR THE SAFE SCHOOLS ACT OF 1998 GRANT RECEIVED FROM THE STATE OF TENN. IN THE AMOUNT OF \$61,636.00	APPROVED 12-20-04
#13 SUPPORT LOCATING THE COLLEGE OF PHARMACE AT EAST TENNESSEE STATE UNIVERSITY	APPROVED 12-20-04
#14 AUTHORIZE THE ADOPTION OF THE SULLIVAN COUNTY ROAD ATLAS	1 <sup>ST</sup> READING 12-20-04
#15 AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS	1 <sup>ST</sup> READING 12-20-04
#16 AUTHORIZE APPROPRIATING AND EXPENDING FUNDS RECEIVED THROUGH EQUITABLE SHARING OF DRUG RELATED SEIZURES AND SEQUENT FORFEITURES TO BE SPENT BY THE SHERIFF IN FURTHERANCE OF LAW ENFORCEMENT EFFORTS AND IN COMPLETION OF LEGAL DUTIES	APPROVED 12-20-04





Sullivan County, Tennessee  
Board of County Commissioners

Item 1  
No. 2004-12-00

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Consider Amendments to the Sullivan County Zoning Resolution**

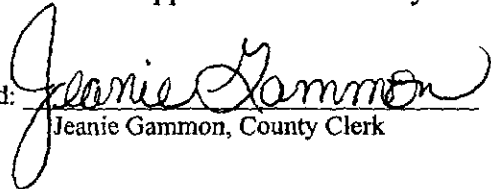
WHEREAS, the attached rezoning petitions have been duly initiated; have been before the Planning Commission (recommendations enclosed); and have received a public hearing as required; and,


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 20<sup>th</sup> day of December 2004.

Attested:   
Jeanie Gammon, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Introduced By: Commissioner: King (Buddy)**

**Seconded By: Commissioner(s): Ferguson**

2004-12-00	County Commission
ACTION	Approved 12-20-04 Voice Vote

Comments:

Sullivan County, Tennessee  
Board of County Commissioners

2  
Item 4

Administrative/Budget  
No. 2004-11-116

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November 2004.

**RESOLUTION To Authorize The Purchase Of Two New Vehicles For The Animal Shelter**

**WHEREAS**, the Animal Shelter budget had a capital account of approximately \$20,000 dollars for years; and

**WHEREAS**, in 2002 when the budget request was submitted for \$25,000 the Commission determined the increase was not needed and reduced the capital account to \$12,500; and

**WHEREAS**, in 2003 in an effort to balance the county budget, the County cut the Animal Shelter budgeted capital account by fifty percent leaving only \$6,250 in the capital account.

**WHEREAS**, the County Commission also reduced the remaining budget by 5% in 2003, which required a transfer of the \$6,250 approved capital to cover shortages in the other accounts.

**WHEREAS**, the County Commission failed to restore the Animal Shelter to its former state in the reductions described; and

**WHEREAS**, the capital account is used to purchase vehicles for Animal Control use and no new vehicles have been bought recently.

**WHEREAS**, the vehicles in use are as follows: 1998 Ford Ranger (74,230 miles), (1998 Ford F150 66,447 miles), (1996 GMC 209,413 miles), (1996 GMC 200,277 miles), and (1990 GMC 287,864 miles). Vehicles with higher miles must be replaced.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, appropriate sufficient capital account funds to allow the purchase of two new vehicles for the Animal Warden's use in collecting animals in Sullivan County. The three oldest vehicles will be traded in.

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested: *Jeanie Gammon*  
Jeanie Gammon, County Clerk

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

Introduced By Commissioner: Elliott Kilgore

Seconded By Commissioner(s): Mark Vance, Dennis Houser, John Crawford, Herron

2004-11-116	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	No Action 11-1-04	No Action 11-4-04	Approve 11-3-04	Approve 12-20-04 23 Aye, 1 Absent

Comments: Request made by Crawford to be added as co-sponsor 11-15-04;  
1st Reading 11-15-04;

**AMENDMENT #1**

To Resolution 2004-11-116

Submitted: December 2004

**Amend as Follows:**

Delete the "NOW THEREFORE BE IT RESOLVED" paragraph in its entirety and substitute the following language:

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, appropriate \$26,300 (pricing secured by the Purchasing Department) for the purchase of two (2) 2005 Chevrolet Silverado trucks for the Animal Warden's use for animal control in Sullivan County.

**BE IT FURTHER RESOLVED** that the three (3) vehicles currently used for animal control will be sold at the next Public Auction Sale conducted by the Purchasing Department.

Sponsor: Kilgore

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**Commission Action:**

Amendment approved along with Resolution 12-20-04.

BE IT RESOLVED that the Board of County Commissioners of Sullivan County, appropriate \$26,300 (pricing secured by the Purchasing Department) for the purchase of two (2) 2005 Chevrolet Silverado trucks for the Animal Warden's use for animal control in Sullivan County.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Sullivan County, appropriate \$26,300 (pricing secured by the Purchasing Department) for the purchase of two (2) 2005 Chevrolet Silverado trucks for the Animal Warden's use for animal control in Sullivan County.

BE IT FURTHER RESOLVED that the three (3) vehicles currently used for animal control will be sold at the next Public Auction Sale conducted by the Purchasing Department.

Sullivan County, Tennessee  
Board of County Commissioners

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Item 8  
Budget  
No. 2004-11-120

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November 2004.

**RESOLUTION To Amend General Fund Budget for Highway Safety Grant in the amount of \$100,000 for Sullivan County Sheriff's Office**

WHEREAS, the Sheriff's Office has received a Highway Safety Grant in the amount of \$100,000 to improve the safety of our citizens on county roads and streets in Sullivan County; and

WHEREAS, a major complaint of citizens in Sullivan County is speeding on rural roads and streets; and,

WHEREAS, these funds are for the purpose of purchasing equipment and paying overtime to improve the control of speed on the county roads; and

WHEREAS, these funds do not require any local match or additional local personnel.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the General Fund Budget be amended to appropriate grant funds for the Sullivan County Sheriff's Office as follows:**

<b>Increase Appropriations-</b>	
54100 100 914	\$50,000
54100 700 914	50,000
<b>Increase Source of Funding-</b>	
47990 000 914	\$100,000

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced By Commissioner: Williams**  
**Seconded By Commissioner(s): Harr, Crawford**

lgb

2004-11-120	Administrative	Budget	Executive	County Commission
<b>ACTION</b>		Approve 11-4-04		Approved 12-20-04 24 Aye

Comments: 11-15-04 Request by Crawford to be added as co-sponsor;  
1st Reading 11-15-04;

Sullivan County, Tennessee  
Board of County Commissioners

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Item 9

Budget

No. 2004-11-121

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November 2004.

**RESOLUTION To Authorize Creating and Funding Transportation Program for Mental Patients**

WHEREAS, Tennessee Code Annotated §33-6-103 designates the Sheriff to provide transportation of mental patients. The Sheriff's Office has had to assume responsibility for this program without additional funding or personnel to cover the additional cost. The Sheriff's Office has had to utilize patrol officers to perform this service, thus depleting the available patrol services for the people of Sullivan County. During 2003, there were 332 transports to Knoxville and 904 transports to Woodridge in Johnson City. Total cost for the 2003 year was estimated in excess of \$125,000; and,

WHEREAS, the Sheriff's Department proposes to implement a program utilizing part-time certified reserve officers to provide transportation to the mental health facilities. The part-time employees will be compensated at \$11.78 per hour. It is projected that the annual cost would not exceed \$50,000. In addition the startup cost of two (2) suitable transportation vehicles would be purchased at a projected cost of approximately \$30,000; and,

WHEREAS, this program utilizing part-time personnel would average increasing full-time officers available for patrolling Sullivan County roads by approximately one (1) per day; and,

WHEREAS, the assessment of a \$15 booking fee to each inmates commissary account would result in projected additional county revenues of approximately \$80,000 annually at an 80% collections rate.

**NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Sullivan County assembled in Regular Sessions hereby approves the assessment of a \$15 booking fee to be assessed to each inmate's commissary account and reported to the General Fund monthly by the Sheriff's Office.**

**BE IT FURTHER RESOLVED that the collections be applied to the funding of part-time personnel positions in the 2006 fiscal year beginning in July 2005. Funds collected during the period January 2005 through June 30, 2005 shall be applied toward the purchase of the necessary equipment (\$30,000) to establish and operate the program (\$50,000 for 4 part-time reserve officers).**

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Williams**

**Seconded by Commissioner(s): Harr , Herron, Crawford**

2004-11-121	Administrative	Budget	Executive	County Commission
<b>ACTION</b>		No Action 11-4-04		Approve 12-20-04 23Aye, 1Absent

Comments: Request made 11-15-04 by Herron And Crawford to be added as co-sponsors.  
1st Reading 11-15-04;

Sullivan County, Tennessee  
Board of County Commissioners

5  
Item 13  
Budget

No. 2004-11-125

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November 2004.

**RESOLUTION To Amend General Fund Budget for Contribution in the amount of \$1,000 for Office of County Archives**

WHEREAS, the County Archivist received a contribution in the amount of \$1,000 to fund periodicals and supplies for the Office; and

WHEREAS, these funds were received during the previous fiscal year but not expended or appropriated to date.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the General Fund Budget be amended to appropriate contributions for the County Archivist as follows:**

Increase Appropriations-		
51910.400		\$1,000
Increase Source of Funding-		
35270 Sub 034		\$1,000

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.

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

Introduced by Commissioner: Harr  
Seconded by Commissioner(s): Williams / Brotherton

2004-11-125	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04 24 Aye

Comments: 1st Reading 11-15-04;

Sullivan County, Tennessee  
Board of County Commissioners

6  
Item 14  
Executive  
No. 2004-11-126

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November 2004.

**RESOLUTION To Authorize Traffic Sign Changes in the 13<sup>th</sup> Civil District**

WHEREAS, Commissioner Eddie Williams requested the Sullivan County Highway Department make traffic sign changes on McCulley Place in the 13<sup>th</sup> Civil District (8<sup>th</sup> Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:**

**13<sup>th</sup> Civil District (8<sup>th</sup> Commission District)**

**To place 25 MPH Speed Limit signs on McCulley Place.**

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

Duly passed and approved this 20th day of December, 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Williams**  
**Seconded by Commissioner(s): Conkin**

Hwy	Administrative	Budget	Executive	County Commission
2004-11-126				Approved 12-20-04
<b>ACTION</b>				23 Aye, 1 Absent

Comments:  
1st READING 11-15-04;



RESOLUTION REQUEST REVIEW

DATE: 11-04-04

TO: Sullivan County Commission

REQUEST MADE BY: Eddie Williams

SUBJECT: To place a 25 MPH SPEED LIMIT on McCulley Place.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13 CIVIL DISTRICT

8 COMMISSIONER DISTRICT Eddie Williams  
Ray Conkin  
\_\_\_\_\_

X APPROVED BY HIGHWAY DEPARTMENT

\_\_\_\_\_ DENIED BY HIGHWAY DEPARTMENT

COMMENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 11/4/04  
TRAFFIC COORDINATOR

 11-4-04  
HIGHWAY COMMISSIONER

Sullivan County, Tennessee  
Board of County Commissioners

7  
Item 16

Executive  
No. 2004-11-128

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November, 2004.

**RESOLUTION Adopting Illicit Discharge Detection and Elimination Rules & Regulations**

WHEREAS, the Federal Clean Water Act and state law in support thereof require Sullivan County to develop, implement and enforce illicit discharge detection and elimination control measures as part of its federally mandated storm water management program; and

WHEREAS, Tennessee state law found at Tennessee Code Annotated §68-221-1101, et seq., in addition to other authority, authorizes Sullivan County to implement rules and regulations in support thereof;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 15<sup>th</sup> day of November, 2004 hereby adopt the attached Illicit Discharge Detection and Elimination Rules & Regulations which shall be effective upon passage of this resolution.

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

Duly passed and approved this 20<sup>th</sup> day of December 2004

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk Date

Approved: Richard S. Venable  
Richard S. Venable, County Executive Date

**Introduced By: Commissioner: S. Jones**  
**Seconded By: Commissioner(s): J. Herron**

(dps)

2004-11-128	Administrative	Budget	Executive	County Commission
ACTION				Approved 12-20-04

Comments: 1st Reading 11-15-04;

15 Aye, 7 Nay, 2 Pass

**SULLIVAN COUNTY, TENNESSEE**  
**ILLCIT DISCHARGE DETECTION & ELIMINATION**  
**RULES & REGULATIONS**

Sec. 1. Purpose

Sec. 2. Definitions

Sec. 3. Illicit Discharges

    3.1 Applicability

    3.2 Prohibition of Illicit Discharges

    3.3 Prohibition of Illicit Connections

Sec. 4. Elimination of Discharges or Connections

Sec. 5. Notifications of Spills

Sec. 6. Enforcement

    6.1 Authority

    6.2 Inspections by the County

    6.3 Enforcement, Penalties and Liability

## Section 1. Purpose

It is the purpose of these Rules and Regulations to:

- a. Protect, maintain, and enhance the environment of Sullivan County, Tennessee (hereinafter "County") and the public health, safety and general welfare of the citizens of Sullivan County, by controlling discharges of pollutants to the County's storm water system and to maintain and improve the quality of the receiving waters into which the storm water outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the County.
- b. Maintain and improve the quality of the receiving waters into which storm water runoff flows, including without limitation, lakes, rivers, streams, ponds, and wetlands.
- c. Enable the County to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR 122.26 for storm water discharges.

## Section 2. Definitions

For the purposes of these Rules and Regulations, the following definitions shall apply. Words used in the singular shall include the plural, and the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive.

*Best Management Practices (BMP):* Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage, or leaks, sludge or waste disposal, or drainage from raw material storage.

County: Sullivan County, Tennessee

*Contaminant:* Any physical, chemical, biological, or radiological substance or matter in water.

*Director:* The Director of Planning & Zoning of the County or his/her designee, who is responsible for the implementation of the provisions of these Rules and Regulations.

*Discharge:* To dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any non-storm water solid or liquid matter into the municipal separate storm sewer system.

*Illicit connections:* Illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system.

*Municipal separate storm sewer system (MS4):* The conveyances owned or operated by the County for the collection and transportation of storm water, including but not limited to, the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

*National Pollutant Discharge Elimination System (NPDES) permit:* A permit issued pursuant to 33 USC 1342.

*Pollutant:* Sewage, industrial wastes, other wastes or materials (liquids or solids).

*Storm water runoff (also called storm water):* That portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm sewer system.

*Surface water:* Includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.

*TDEC:* The Tennessee Department of Conservation and Environment.

*Waters or waters of the State:* Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

### Section 3. Illicit Discharges

#### 3.1. Applicability

1. This section shall apply to any discharge entering the municipal separate storm sewer system that is not composed entirely of stormwater.

#### 3.2. Prohibition of illicit discharges

1. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of storm water. The commencement, conduct, or continuance of any non-storm water discharge to the municipal separate storm sewer system is prohibited.

a. Exceptions. Uncontaminated discharges from the following sources are permitted:

- (1) landscape irrigation or lawn watering with potable water;
- (2) diverted stream flows permitted by the State of Tennessee;
- (3) rising ground water;
- (4) groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
- (5) pumped groundwater;
- (6) foundation or footing drains;
- (7) water discharged from crawl space pumps;
- (8) air conditioning condensate;
- (9) springs;
- (10) individual, residential washing of vehicles;
- (11) flows from natural riparian habitat or wetlands;
- (12) swimming pools (if dechlorinated – typically less than one part per million chlorine);
- (13) street wash waters resulting from normal street cleaning operations;
- (14) discharges resulting from emergency fire fighting activities;
- (15) discharges pursuant to a valid and effective NPDES permit issued by the State of Tennessee;
- (16) discharges necessary to protect public health and safety, as specified in writing by the County; and

(17) dye testing permitted by the County.

- b. Discharge due to water line flushing directly to the waters of the State of Tennessee is prohibited. Persons responsible for water line flushing activities are required to de-chlorinate discharges before such discharges come in contact with waters of the State of Tennessee.
- c. Discharge of swimming pool water directly to the waters of the State of Tennessee is prohibited. Persons responsible for water line flushing activities are required to de-chlorinate discharges before such discharges come in contact with waters of the State of Tennessee.

### 3.3. Prohibition of illicit connections

1. The construction, use, maintenance, continued existence of illicit connections to the municipal separate storm sewer system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

### Section 4. Elimination of Discharges or Connections

1. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the best management practices necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.
2. Any person responsible for a property or premises where an illicit connection is located may be required, at the person's expense, to eliminate the connection to the municipal separate storm sewer system.
3. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

### Section 5. Notification of spills

1. Notwithstanding other requirement of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into storm water and/or the municipal separate storm water system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
2. In the event of a release of hazardous materials, the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. The person shall notify the Director in person or by telephone or facsimile no later than the next business day.
3. In the event of a release of non-hazardous materials, the person shall notify the Director in person or by telephone or facsimile no later than the next business day.

4. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Director within three (3) business days of the telephone notice.
5. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least five (5) years.

## Section 6. Enforcement

### 6.1 Authority

1. The Director or his/her designee(s) shall have the authority to enforce these Rules and Regulations.
2. All Sullivan County officials are hereby authorized to assist when and where appropriate in the enforcement of these Rules and Regulations.
3. The Director may require reports or records from the permittee or person responsible for eliminating the illicit discharge or illicit connection to insure compliance.

### 6.2 Inspections by the County

1. The Director or his/her designee shall have the right to enter onto private properties for the purposes of investigating a suspected violation of these Rules and Regulations.
2. The owner/operator of any facility, operation or residence where an illicit discharge or illicit connection is known or suspected shall allow the Director or his/her authorized representative to have access to and copy at reasonable times, any applicable State or Federal permits related to the suspected or known discharge or connection, or any reports or records kept as a condition of these Rules and Regulations.
3. Failure on the part of an owner or operator to allow such inspections by the Director or his/her designee shall be a violation of these Rules and Regulations.

### 6.3 Enforcement, Penalties, and Liability

1. It shall be unlawful for any person or entity to violate any provision or fail to comply with any of the requirements of these Rules and Regulations. The Director or his/her designee(s) shall have the authority to issue directives ordering violators to immediately cease and desist violating these Rules and Regulations and to issue a Stop Work Order directing violators to cease and desist any activity which causes or contributes to the violation of these Rules and Regulations. If a person or entity has violated or continues to violate these Rules and Regulations, the Director or his/her designees may petition for a preliminary and permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
2. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of these Rules and Regulations is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored

at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

3. Any person in violation of these Rules and Regulations shall be subject to a civil penalty of not to exceed Five hundred dollars (\$500.00), a Stop Work Order, and/or civil damages. Each day such violation shall continue shall constitute a separate violation.
4. Failure to comply with a Stop Work Order shall constitute a separate violation which shall be subject to a penalty of not to exceed Five hundred (\$500.00) Dollars. Each day such violation shall continue shall constitute a separate violation.
5. In order to gain compliance, the Director may notify other Sullivan County departments to deny service to the property until the site, facility, activity and/or residence has been brought into compliance with these Rules and Regulations.
6. Any person who violates any provision of these Rules and Regulations shall also be liable to the County for damages caused to the County by the violation. Such damages may include expenses incurred in investigating and enforcing violations of these Rules and Regulations including, but not limited to, attorney's fees, costs of litigation, sampling and monitoring expenses.
7. Upon the request of the Director, the attorneys for the County shall take appropriate legal action to enforce the provisions of these Rules and Regulations.
8. The remedies provided for in these Rules and Regulations are cumulative and not exclusive, and shall be in addition to any other remedies provided by law.
9. Neither the approval of a discharge under the provisions of these Rules and Regulations nor compliance with the conditions of such approval shall relieve any person of responsibility for damage to other persons or property or impose any liability upon the County for damage to other persons or property.



Sullivan County, Tennessee  
Board of County Commissioners

No. 8  
Budget Committee  
2004-11-129  
**AMENDED**

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of November, 2004.

**RESOLUTION Authorizing Acceptance of Grant from Tennessee Emergency Management Agency/Homeland Security for Purchase of Equipment/Training**

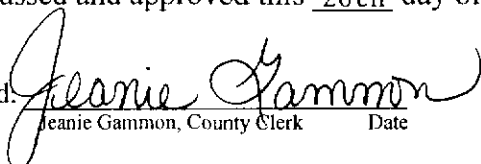
WHEREAS, Sullivan County has grant funds in the amount of \$815,000 available through the Tennessee Emergency Management Agency/Homeland Security for the purchase of equipment/training; and


WHEREAS, said grant is funded one hundred percent (100%) thereby requiring no matching funds by Sullivan County;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 15<sup>th</sup> day of November, 2004 hereby approve accepting a grant in the amount of \$815,000 available through the Tennessee Emergency Management Agency/Homeland Security to be used for the purchase of equipment/training. Account Codes to be assigned by the Director of Accounts and Budgets.**

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested:   
Jeanie Gammon, County Clerk Date

Approved:   
Richard S. Venable, County Mayor Date

**Introduced By: Commissioner: Herron**  
**Seconded By: Commissioner(s): Crawford, Williams**

tr1

2004-11-129	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04		No Action 12-1-04	Approved 12-20-04 21 Aye, 3 Absent

Comments: 1<sup>st</sup> Reading 11-15-04; 11-15-04 County Attorney voiced concerns about who has the authority to appropriate the funds; Comm. Williams suggested that any appropriations made by the task force come back before the commission. More discussion and concerns were made by Commissioners, but no vote or action was taken, during which power to the commission room went out, therefore tape of the rest of the discussion did not take place. Power did not come back on before meeting adjourned.

Amendments #1 Submitted by Sponsor 12-20-04 and Amendment #2, Approved by roll call, as attached. Both Amendments approved with resolution.

# AMENDMENT #1

To Resolution 2004-11-129

Submitted: December 2004

1 **Amend as Follows:**  
2  
3

Delete the "NOW THEREFORE BE IT RESOLVED" paragraph in its entirety.

Replace with the following paragraph:

4 **NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of  
5 Sullivan County, Tennessee, assembled in Regular Session on the 15<sup>th</sup> day of November,  
6 2004 hereby approve accepting a grant in the amount of \$815,000 available through the  
7 Tennessee Emergency Management Agency/Homeland Security to be used for the purchase  
8 of equipment/training as accepted and approved by the Sullivan County Emergency  
9 Management Task Force. (The members of the referenced Task Force are outlined below.)  
10 **Account Codes to be assigned by the Director of Accounts and Budgets.**

Sponsor: Herron

---

Amendment submitted by sponsor and approved along with Resolution 12-20-04.

## **Sullivan County Emergency Management Task Force**

City Chiefs of Police – Bluff City, Bristol, Kingsport  
City Fire Chiefs – Bristol, Kingsport  
Sullivan County Sheriff  
Sullivan County EMA  
Sullivan County EMS  
Sullivan County Health Department  
Sullivan County Agricultural Extension  
Volunteer Fire & Rescue Department Representatives  
I.E.P.C. County Commissioner

Amendment #2-Resolution #8  
PROPOSED AMENDMENT TO

RES. # 8 - Authorizing Acceptance of Grant from Tennessee  
Emergency Management Agency/Homeland Security for  
Purchase of Equipment/Training

Amend as Follows:

ANY Appropriations made by Task Force come Back Before the Commission  
After State Approval of List.

Introduced by: McConnell  
Seconded by: Williams

COMMENTS: Amendment approved by roll call vote 12-20-04. 23 Aye, 1 Absent.

Sullivan County, Tennessee  
Board of County Commissioners

Item 9  
Administrative  
No. 2004-12-130

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**Resolution To Prohibit Open Burning in Sullivan County During Ozone Action Days**

**WHEREAS** Sullivan County is a participating member of the Tri-Cities Early Action Compact administered by the State of Tennessee and the United States Environmental Protection Agency, and

**WHEREAS** an Early Action Compact is a mechanism for local governments to defer a “nonattainment” designation for the air quality pollutant, ozone, and

**WHEREAS** the Early Action Compact requires implementing certain voluntary local control measures to reduce ozone pollution, and

**WHEREAS** the local voluntary control measures in the Early Action Compact include the Ozone Action Day Program and a ban on open burning during Ozone Action Days, and

**WHEREAS** the State of Tennessee currently prohibits open burning of household solid waste but not wood, landscape or vegetative wastes, and

**WHEREAS** Ozone Action Days are those days which ozone levels are forecast to be at or near the National Ambient Air Quality 8 Hour Standard for ozone which is 84 ppb, and

**WHEREAS** the State of Tennessee is responsible for monitoring ozone levels and for providing the ozone forecast for Northeast Tennessee during “ozone season”, and

**WHEREAS** “ozone season” is May, June, July, August, September, October, and

**WHEREAS** the ozone forecast is provided to the Ozone Action Partnership, a committee of the First Tennessee Development District, which designates Ozone Action Days, and

**WHEREAS** the ozone forecast and Ozone Action Day alert is provided to local media outlets for distributing to the general public, and

**WHEREAS** the Sullivan County Board of Commissioners recognizes that reducing air pollution, especially ozone, is an important factor in economic development opportunities, improving the quality of life, and is in the best interest of the citizens of Sullivan County.

**NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF SULLIVAN COUNTY, TENNESSEE SESSION DULY ASSEMBLED, AS FOLLOWS:**

1. No person shall cause, allow or permit open burning of any waste material during Ozone Action Days which are forecast during the months of May, June, July, August, September and October. This prohibition includes vegetative and raw untreated, non-

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manufactured wood materials. Open burning of all other types of materials is prohibited by the State of Tennessee.

- 2. The penalty for violation of this resolution shall be a \$50 fine.
- 3. THIS RESOLUTION shall take effect on January 1, 2005, the public welfare requiring
- 4. THE enforcer of this resolution be the designee of the Mayor of Sullivan County.

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Jones**  
**Seconded by Commissioner(s): Brotherton**

FTTD

2004-12-130	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Defer 12-6-04		Defer 12-1-04	Approved 12-20-04

Comments:

16Aye, 8Nay,

Amended by Sponsor 12-20-04 (#4 as shown above).

**SULLIVAN COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS**

Item 10  
Executive / Budget  
No. 2004-12-131

To Honorable Richard S. Venable, Mayor of Sullivan County and Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Appropriate Funding for Traffic Signals at the Intersection of Highway 11-E, Piney Flats Road, and Allison Road**

WHEREAS, the Piney Flats area has grown steadily in both residential and business traffic over the past several years thereby naturally increasing the traffic flow in the area; and,

WHEREAS, multiple accidents have occurred at the intersection of Highway 11-E, Piney Flats Road, and Allison Road; and,

WHEREAS, the busy intersection would be considerably safer to navigate with the installation of left turn traffic signals in both north and south bound lanes;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves appropriating funds not to exceed \$5,000 for the installation of traffic turn signals at the intersection of Highway 11-E, Piney Flats Road, and Allison Road in Piney Flats.**

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

Duly passed this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie F. Gammon, County Clerk

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

**Introduced by Commissioner: Hyatt  
Seconded by Commissioner(s): McKamey**

at

2004-12-131	Administrative	Budget	Executive	County Commission
ACTION	Defer 12-6-04		Approve 12-1-04	

Comments: Deferred 12-20-04;

Sullivan County, Tennessee  
Board of County Commissioners

Item 11  
Executive  
No. 2004-12-132

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Authorize Tri-Cities Regional Airport to Sale Real Property and Grant Construction Easements to the State of Tennessee, Department of Transportation**

WHEREAS, for the past several years the State of Tennessee, Department of Transportation has been planning the widening of Highway 75 from its intersection with Highway 36 to the Airport Parkway; and,

WHEREAS, currently TDOT is in the process of acquiring land adjacent to Highway 75 for the project and has approached the Airport about purchasing small portions of land on the southwest side of the Airport;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the sell of approximately 2.4 acres of land in fee simple and 0.9 acres plus an additional 2,500 feet for slope and temporary construction easements to the State of Tennessee, Department of Transportation for the widening of Highway 75. The amount the Airport receives from the State for the sale of property will be placed in the Airport Capitol Projects Reserve Fund for future projects.**

**BE IT FURTHER RESOLVED that the Sullivan County Mayor is hereby authorized to sign all documents relating to this sale of property.**

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Jones**  
**Seconded by Commissioner(s): Brotherton**

at

2004-12-132	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04		Approve 12-1-04	Approved 12-20-04 21 Aye,

Comments:

3 Absent

Sullivan County, Tennessee  
Board of County Commissioners

Item 12  
Budget  
No. 2004-12-133

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Amend The 2004–2005 General Purpose School Budget For The Safe Schools Act Of 1998 Grant Received From The State Of Tennessee In The Amount Of \$61,636.00**


WHEREAS, the Sullivan County Department of Education Board approved a budget for this grant;

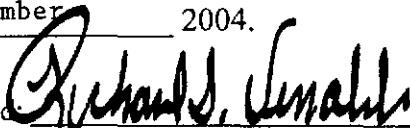
NOW THEREFORE, BE IT RESOLVED that the Sullivan County Board of Commissioners approve amending the General Purpose School Budget as follows. The County's portion of the required match are funds budgeted within the Staff Development budget of the General Purpose School Budget for the purpose of training students and employees on safety issues concerning harassment and discrimination.

Account Number	Account Description	Amount
46590.000	Other State Grants (Revenue)	61,636.00
72210.307	Communications (Expenditure)	35,000.00
72210.308	Consultants (Expenditure)	6,200.00
72210.399	Other Contracted Services (Expenditure)	1,000.00
72210.429	Instructional Materials and Supplies (Exp)	6,000.00
72620.426	General Construction Material (Exp)	13,436.00

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested:   
Jeanie Gammon, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Introduced by Commissioner: Larry Hall**  
**Seconded by Commissioner(s): Dennis Houser**

at

2004-12-133	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04		Approve 12-1-04	Approved 12-20-04 21 Aye, 3 Absent

Comments:



Sullivan County, Tennessee  
Board of County Commissioners

Item 13  
Administrative Budget Executive  
No. 2004-12-134

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Support Locating the College of Pharmacy at East Tennessee State University**

WHEREAS, our area is becoming known for its health care and medical technology corridor of businesses serving not only our region, but the state and nation as well; and,

WHEREAS, there is a huge need for more pharmacy education nationally and there is an even a more direct need in our region. It is estimated that there are at least three students in line for every one opening in our nation's pharmacy schools; and,

WHEREAS, the economic impact of the College of Pharmacy on our region is conservatively estimated to be an additional \$27,000,000 annually and would add 270 new jobs when fully operational; and,

WHEREAS, East Tennessee State University is in an excellent position to establish a College of Pharmacy in conjunction with its College of Medicine and Nursing using existing infrastructure of library, faculty, laboratories, etc., and will cost the State of Tennessee little or no money.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby duly supports the location of the College of Pharmacy on the campus of East Tennessee State University in Johnson City, Tennessee.**

**BE IT FURTHER RESOLVED that upon passage of this resolution the County Mayor's Office shall mail a copy of said resolution to each of our local legislators.**

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Brotherton**

**Seconded by Commissioner(s): Jones, Brittenham, Hall, McConnell, Vance,**

at

2004-12-134	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04		Approve 12-1-04	Approved 12-20-04 21 Aye,

Comments: Request by Sponsor 12-20-04 to add all Commissioners voting in the affirmative as Co-Sponsors.

3 Absent

Sullivan County, Tennessee  
Board of County Commissioners

Item 14  
Executive  
No. 2004-12-135  
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Authorize the Adoption of the Sullivan County Road Atlas**

WHEREAS, annually the Sullivan County Highway Department reviews the Sullivan County Road Atlas; and

WHEREAS, attached hereto is a summary of revisions dated November 30, 2004, that are necessary to bring the Sullivan County Road Atlas up-to-date;

**NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby adopts the Sullivan County Road Atlas as amended. (The Sullivan County Road Atlas in its entirety is on record and available in the Office of the County Mayor for review.)**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: McConnell**  
**Seconded by Commissioner(s): McKamey**

at (1)

2004-12-135	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04		Approve 12-1-04	

Comments:

1st Reading 12-20-04;

DATE	SUBDIVISION AND ROAD	C.D	TAXMAP	LENGTH	R.O.W.	CLASS	P.B. & Pg
<b>Additions</b>							
<b>Oct-04</b>	<b>Eagle Pointe Subdivision</b>						
	Eagle Pointe Drive	10	47	0.33	50	1	51 pg 755
<b>Sep-04</b>	<b>Magnolia Grove Subdivision</b>						
	Magnolia Grove Drive	9	124	0.10	50	1	51 pg 732
	Magnolia Grove Court	9	124	0.16	50	1	51 pg 732
<b>Jul-04</b>	<b>Sunny Field Subdivision</b>						
	Sunny Field Drive	6	50	0.25	50	1	51 pg 684
	Cargo Center Drive	18	94	0.24	60	1	resolution 1/2003
	Lawson Corners Drive	5	50	0.08	60	1	51 pg 622
	Hickory Tree Road ( from US 421 to SR 435 )	1	54	0.60	70-100	1	
	<b>total gained from additions</b>			<b>1.76</b>			
<b>Changes</b>							
	Baines Avenue ( length correction )			from 0.25 to 0.12			-0.13
	Blackburn Road ( length correction )			from 0.20 to 0.50			0.30
	Dalton View Drive ( length correction )			from 0.25 to 0.21			-0.04
	Gale Avenue ( length correction )			from 0.25 to 0.50			0.25
	Old Mill Road ( length correction )			from 0.10 to 0.80			0.70
	Lana View Drive ( R.O.W. correction )			from 50 to 40			
	Old Weaver Pike ( R.O.W. correction )			from 40 to 30-50			
	Pinecrest Road (length correction)			from 0.75 to 0.41			-0.34
<b>Name change</b>							
	Plantation Dr.same as Red Oak Plantation Dr. deleting Plantation Drive from Atlas						-0.23
	Cold Springs Cemetery Road to Richards Drive						
	<b>total gain from changes</b>						<b>0.51</b>
	<b>total gain from additions</b>						<b>1.76</b>
	<b>TOTAL MILEAGE GAIN</b>						<b>2.27</b>

ATTACHMENT

Resolution 2004-12-135

Page(s) 1

Sullivan County, Tennessee  
Board of County Commissioners

Item 15  
Administrative Budget Executive  
No. 2004-12-136

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Affirm Compliance with Federal Title VI Regulations**

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and,

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with the Title VI of the Civil Rights Act in administering federally funded programs; and,

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and the Three-Star Pilot Program and awards financial incentives for communities designated as Three-Star communities; and,

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987;

**NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, that:**

**Section 1. The legislative body of Sullivan County declares that the County is in compliance with the federal Title VI regulations.**

**Section 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Howard Patrick**

**Seconded by Commissioner(s): Marvin Hyatt**

2004-12-136	Administrative	Budget	Executive	County Commission
<b>ACTION</b>	Approve 12-6-04			

Comments:

1st Reading 12-20-04;

Sullivan County, Tennessee  
Board of County Commissioners

Item 16  
Budget  
No. 2004-12-137

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Authorize Appropriating And Expending Funds Received Through Equitable Sharing Of Drug Related Seizures And Sequent Forfeitures To Be Spent By The Sheriff In Furtherance Of Law Enforcement Efforts And In Completion Of Legal Duties**

WHEREAS: The sheriff received a check in the amount of \$6,574.48 from the United States Treasury numbered 8174-00090194; and,

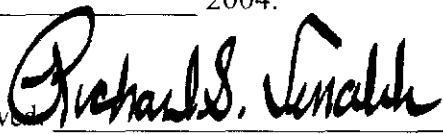
WHEREAS: The said check has been deposited in its entirety into the general fund of Sullivan county; and,

**NOW THEREFORE BE IT RESOLVED that the board of County Commissioners of Sullivan County, Tennessee, assembled in regular session hereby approve the amending the sheriff's budget to expend said funds in the amount of \$6,574.48 for the purchase of equipment. 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.

Duly passed and approved this 20th day of December 2004.

Attested:   
Jeanie Gammon, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Introduced by Commissioner: Joe Herron**  
**Seconded by Commissioner(s): Mark Vance**

2004-12-137	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04 21 Aye, 3 Absent

Comments:

Sullivan County, Tennessee  
Board of County Commissioners

Item 17  
Budget  
No. 2004-12-138  
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Authorize The Increase In Prescription Drug Coverage In The Supplemental Over 65 Health Insurance Contract**

WHEREAS, the current over 65 health insurance is a valuable resource to our retired county employees; and,

WHEREAS, the current insurance plan has provided for coverage of prescription drug coverage up to \$3,000 since May of 1999 (Resolution #6 – May 1999 attached); and,

WHEREAS, the cost of prescriptions drugs has continued to escalate over the past several years; and,

WHEREAS, the current contract can be improved to cover the drug cost per individual from \$3,000 to \$5,000 at an estimated cost of \$5.19 per retiree, per month or \$6,726.24 annually for the 108 retiree's enrolled from the General, Highway, Solid Waste, and Health funds.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the Purchasing Agent to amend the contract with Blue Cross-Blue Shield to increase the prescription drug maximum coverage from \$3,000 to \$5,000 annually. Current projections indicate that no additional funds will need to be appropriated during the current fiscal year to cover the additional cost.**

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

Introduced by Commissioner: Jones

Seconded by Commissioner(s): Brittenham, Herron / Patrick / Gothart

lgb

2004-12-138	Administrative	Budget	Executive	County Commission
ACTION				Approved 12-20-04 21 Aye, 3 Absent

Comments:

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 19th DAY OF APRIL, 1999.

RESOLUTION AUTHORIZING PRESCRIPTION DRUG COVERAGE FOR OVER 65 RETIREES WHO QUALIFY FOR THE MEDICARE SUPPLEMENT PROVIDED BY SULLIVAN COUNTY

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION \_\_\_\_\_ AUTHORIZES COUNTIES TO \_\_\_\_\_

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session on the 19 day of April, 1999;

WHEREAS, The General, Highway, Health and Solid Waste Funds over 65 Retirees Have No prescription Drug Coverage's, and

THEREFORE, BE IT RESOLVED, That the over 65 retirees who qualify for Sullivan County's Medical Supplement insurance in the General, Health, Highway and Solid Waste be provided with prescription Drug Coverage. The suggested funding levels for the requested drug plan with a \$250 deductible and \$3,000 maximum for the following:

Generic 90% / Brand 70% with a projected funding rate of \$56.35.

The retention will remain at the quoted 14.5% times paid claims.

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

This resolution shall become effective on July 1, 1999, the public welfare requiring it.

Duly passed and approved this 17 day of May, 19 99

Attested: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk County Executive

INTRODUCED BY COMMISSIONER C. Belcher ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER B. King, E. Kilgore, S. Jones, G. Maves FUND: \_\_\_\_\_

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	19	2	2	1	
Voice Vote					

COMMENTS: DEFERRED 04/19/99 APPROVED 05/17/99 ROLL CALL

4/14/99 9:17 PM

COPY

COPY

ATTACHMENT

Resolution 2004-12-138

Page(s) 1

1 Sullivan County, Tennessee  
2 Board of County Commissioners

3 Item 18  
4 Executive  
5 No. 2004-12-139  
6

7 To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan  
8 County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December, 2004.  
9

10 **RESOLUTION Authorizing Cable Franchise Agreement with Comcast of the South**  
11

12 Whereas, Sullivan County desires to grant a franchise to Comcast of the South to build,  
13 construct, operate and maintain a cable television system in Sullivan County, Tennessee due to  
14 the previous franchise having expired, and hereby sets forth conditions accompanying the  
15 granting of this franchise;  
16

17 **NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of**  
18 **Sullivan County, Tennessee, assembled in Regular Session on the 20<sup>th</sup> day of December,**  
19 **2004 hereby approve a cable franchise to Comcast of the South as follows:**  
20

21 **Section 1 – Title.**  
22

23 This Resolution shall be known and may be cited as the Terms and Conditions of the Cable  
24 Television Franchise.  
25

26 **Section 2 – Definitions.**  
27

28 For the purpose of this Resolution, and when not inconsistent with the context, words used  
29 herein in the present tense include the future; words in plural include the singular, and vice versa.  
30 The word "shall" is always mandatory. The captions supplied herein for each section are for  
31 convenience only. Said captions have no force of law, are not part of the section, and are not to  
32 be used in construing the language of the section. The following terms and phrases, as used  
33 herein, shall be given the meaning set forth below:

- 34 (a) "County" or "Grantor" is Sullivan County, Tennessee, a County under the laws of the  
35 State of Tennessee, or any successor to the Legislative powers of the present County.  
36 (b) "Grantee" or "Company" is Comcast of the South. It is the grantee of rights under this  
37 franchise.  
38 (c) "Franchise" is the rights granted to Grantee by Grantor under the terms of this agreement  
39 entered into by and between Grantor and Grantee according to the terms of this Franchise  
40 Agreement.  
41 (d) "County Commission" is the governing legislative body of Sullivan County, Tennessee.  
42 (e) "Person" means any natural person or any association, firm, partnership, joint venture,  
43 corporation, or other legally recognized entity, whether for-profit or not-for profit, but  
44 shall not mean the County.  
45 (f) "Cable System" means a facility, consisting of a set of closed transmission paths and  
46 associated signal generation, reception, and control equipment that is designed to provide  
47 Cable Service which includes video programming and which is provided to multiple  
48 Customers within a community, but such term does not include (A) a facility that serves  
49 only to retransmit the television signals of one or more television broadcast stations; (B) a  
50 facility that serves Customers without using any public right-of-way; (C) a facility of a



1 common carrier which is subject, in whole or in part, to the provisions of Title II of the  
2 Communications Act of 1934 (47 U.S.C. Sections 201-226), except that such facility  
3 shall be considered a Cable System (other than for purposes of Section 621(c) of the  
4 Cable Act) to the extent such facility is used in the transmission of video programming  
5 directly to Customers, unless the extent of such use is solely to provide interactive on-  
6 demand service; (D) an open video system that complies with Section 653 of the Cable  
7 Act; or (E) any facilities of any electric utility used solely for operating its electric utility  
8 systems.

- 9 (g) "Federal Communications Commission" or "FCC" is the Federal Commission or Agency  
10 created pursuant to the Communications Act of 1934 or its successor agency.
- 11 (h) "Cable Service" means: (A) the one-way transmission to Customers of (i) video  
12 programming, or (ii) other programming service, and (B) Customer interaction, if any,  
13 which is required for the selection or use of such video programming or other  
14 programming service.
- 15 (i) "Resolution" or "Franchise Resolution" means this Resolution which grants a Franchise  
16 and defines the specific rights and obligations of each party pursuant to the general  
17 authority, powers and restrictions of this Resolution.
- 18 (j) "Streets or Public Way" shall mean the surface of, and the space above and below, any  
19 public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way,  
20 lane, public way, drive, circle or other public right-of-way, including, but not limited to,  
21 public utility easements, dedicated utility strips or rights-of-way dedicated for compatible  
22 uses and any temporary or permanent fixtures or improvements located thereon now or  
23 hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantor and the  
24 Grantee to the use thereof for the purpose of installing, operating, repairing, and  
25 maintaining the Cable System. Public Way shall also mean any easement now or  
26 hereafter held by the Grantor within the Franchise Area for the purpose of public travel or  
27 for utility or public service use dedicated for compatible uses, and shall include other  
28 easements or rights-of-way as shall, within their proper use and meaning, entitle the  
29 Grantor and the Grantee to the use thereof for the purposes of installing, operating, and  
30 maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts,  
31 conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may  
32 be ordinarily necessary and appurtenant to the Cable System.
- 33 (k) "Year" means the remaining portion of any calendar year in which this Franchise is  
34 granted. Thereafter, "Year" means a full calendar year.

35  
36 **Section 3 – Grant of Authority.**  
37

- 38 (a) The Grantor warrants it has a right to issue a Franchise and the Grantee, by acceptance,  
39 acknowledges and accepts the right of the Grantor to issue the same.
- 40  
41 (b) The Grantor hereby grants to Grantee, subject to the right of amendment as hereinafter  
42 provided, the right and privilege to construct, erect, operate and maintain, in, upon, along,  
43 across, above, over and under the Streets, roads, alleys, Public Ways and public places now  
44 laid out or dedicated, and all extensions thereof, and additions thereto, in the County, poles,  
45 wires, cables, underground conduits, manholes, and other conductors and fixtures necessary  
46 for the maintenance and operation in the County of a Cable System for the interception,  
47 retransmission, sale, and distribution of television signals, radio, data, or other electronic  
48 signals as may be deemed appropriate by the Grantee, upon the limitations, terms, and  
49 conditions in this Resolution.  
50

1 (c) The right to use and occupy said Streets, roads, alleys, Public Ways and places for the  
2 purposes herein set forth shall not be exclusive when granted by the Grantor.  
3

4 **Section 4 -- Compliance With Applicable Laws.**  
5

6 (a) Grantee, at all times during the life of this Franchise, shall be subject to all lawful exercise of  
7 the police power by the Grantor. Unless otherwise prohibited by State or Federal law, or  
8 where jurisdiction has been or shall be conferred upon a State or Federal commission, board  
9 or body, the Grantor reserves a right by resolution to regulate such Cable System as to  
10 installation fees, if any; rates and charges to be paid by the subscribers for the service; the  
11 quality of service to be provided subscribers excluding channel line-up or content; and to  
12 adopt such other rules and regulations it may now or hereafter lawfully impose in keeping  
13 with and not in conflict with applicable State or Federal law, or the lawful rules and  
14 regulations heretofore or hereafter adopted by any Federal commission, board or body and/or  
15 any lawful State rules and/or regulations lawfully adopted by any State commission, board or  
16 body.  
17

18 (b) Grantee, its successors and assigns granted a Franchise hereunder shall be subject to lawful  
19 regulations heretofore or hereafter adopted by the Federal Communications Commission and  
20 should it now be or hereafter become subject to the jurisdiction of any other commission then  
21 also to the lawful rules and regulations adopted by such commission and also to the lawful  
22 rules and regulations adopted by any similar Federal commission or State regulatory body,  
23 having jurisdiction. If the Grantee, its successors or assigns, shall fail to comply with any  
24 material Federal and/or State statute, rules, regulations, orders or conditions lawfully vested  
25 under Federal law in any Federal regulatory body and/or rules, regulations, orders and  
26 conditions lawfully vested in any State regulatory body and/or rules, regulations, orders and  
27 conditions lawfully vested in the County, the Grantor shall have the right to terminate or  
28 cancel, subject to notification and cure provisions, any Franchise granted hereunder after  
29 forty-five (45) days prior written notice to the Grantee to correct such failure or default and  
30 such failure or default shall continue for a period of time specified in such notice, not less  
31 than ninety (90) days.  
32

33 **Section 5 – Franchise and Area.**  
34

35 Any Franchise granted hereunder relates to the present area within the boundaries of the County  
36 which is outside of the city or town limits of any incorporated places within the County.  
37

38 **Section 6 – Services.**  
39

40 The Cable System provided by the Grantee shall be capable of delivering seventy (70) channels  
41 to all customers by December 31, 2006.  
42

43 **Section 7 – Customer Service and Signal Quality Requirements.**  
44

45 The Grantee shall:

46 Comply with the technical standards provided by the Federal Communications Commission at 47  
47 C.F.R. 76.601 through 76.609, as from time to time amended.  
48

49 (a) Limit failures which leave five (5) or more subscribers with no Cable Service to a minimum  
50 by locating and correcting such malfunctions properly and promptly, but in no event longer  
51 than twenty-four (24) hours after notice unless prevented by an act of God or causes beyond

1 the control of the Grantee, e.g., power failure.

- 2
- 3 (b) Demonstrate by instruments or otherwise to subscribers that a signal of adequate strength and  
4 quality is being delivered.
- 5
- 6 (c) In the case of any outage from any cause in which one or more customers are completely  
7 without Cable Service for twenty-four (24) hours or more, Grantee will, upon request from  
8 the customer, calculate a pro rata reduction in the charge for Cable Service, to be itemized  
9 and included in the next regular bill to the customer(s) involved.
- 10
- 11 (d) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309,  
12 as from time to time amended by the Federal Communications Commission.
- 13

14 **Section 8 – Public, Educational & Governmental Access Channels and Emergency**  
15 **Broadcast Services Required.**

- 16
- 17 (a) The Grantee shall provide, but without charge and subject to the rules and regulations of  
18 the Federal Communications Commission, a public Emergency Alert System (“EAS”) or  
19 successor to that system, that complies with the requirements currently set forth in FCC  
20 Regulations.
- 21 (b) Grantee shall reserve channel capacity consisting of one (1) channel for non-commercial  
22 educational and governmental (EG) access use as it exists as of the Effective Date of this  
23 Franchise Agreement. With prior approval of the Grantor, such capacity may be used by  
24 Grantee for other purposes when not required by EG users. The Grantor shall assume all  
25 responsibility for regulation and/or scheduling the use of the EG channel capacity by any  
26 and all users.
- 27

28 **Section 9 -- Indemnification.**

29

30 Grantee shall save the Grantor harmless from all loss and liability, including reasonable  
31 attorney’s fees and expenses, sustained by the Grantor on account of any suit, judgment,  
32 execution, claim or demand whatsoever against the Grantor resulting from negligence on the part  
33 of Grantee in the construction, operation or maintenance of its Cable System in the County; and  
34 for this purpose Grantee shall carry property damage and personal injury insurance with some  
35 responsible insurance company or companies qualified to do business in the State of Tennessee.  
36 The amounts of such insurance to be carried for liability due to property damage shall be  
37 \$1,000,000 as to any one occurrence; and against liability due to injury to or death of person,  
38 \$1,000,000 as to any one occurrence. The Grantor shall notify Grantee, in writing, within twenty  
39 (20) days after the presentation of any claim or demand, either by suit or otherwise, made against  
40 the Grantor on account of any negligence as aforesaid on the part of Grantee. Where any such  
41 claim or demand against the Grantor is made by suit or legal action, written notice thereof shall  
42 be given by the Grantor to Grantee not less than five (5) days prior to the date upon which an  
43 answer to such legal action is due or within twenty (20) days after the claim or demand is made  
44 upon the Grantor, whichever notice period yields Grantee the larger amount of time within which  
45 to prepare an answer.

46

47 **Section 10 -- Construction & Maintenance.**

- 48
- 49 (a) All structures, lines, and equipment erected by Grantee within the County shall be so located  
50 as to cause minimum interference with the proper use of Streets, roads, alleys, Public Ways  
51 and places and to cause minimum interference with the rights or reasonable convenience of

1 property owners.

2  
3 Existing poles, posts, conduits, and other such structures of any electric power system,  
4 telephone company, or other public utility located in the County shall be used to the extent  
5 practicable in order to minimize interference with travel and avoid unnecessary duplication  
6 of facilities. The Grantor shall actively assist Grantee to the fullest extent necessary in  
7 obtaining reasonable joint pole or conduit use agreements from the owners of existing poles  
8 or conduits. To the extent that existing poles, posts, conduits, and other such structures are  
9 not available, or are not available under reasonable terms and conditions, including excessive  
10 cost or unreasonable limitation upon the use of Grantee's Cable System, Grantee shall have  
11 the right to purchase, lease, or in any other manner acquire land, rights-of-way, or public  
12 utility easements upon or under which to erect and maintain its own poles, conduits, and  
13 other such structures as may be necessary for the construction and maintenance of its Cable  
14 System. Where all other existing utilities are underground, Grantee shall locate its facilities  
15 underground.

- 16  
17 (b) In case of any disturbance by Grantee of pavement, sidewalk, driveway or other surfacing,  
18 Grantee shall, at its own cost and expense and in a manner approved by the Grantor, replace  
19 and restore all paving, sidewalk, driveway or surface so disturbed in as good condition as  
20 immediately before said work was commenced.
- 21  
22 (c) Grantee shall, on the request of any Person holding a building moving permit issued by the  
23 Grantor, temporarily raise or lower its lines to permit the moving of the building. The  
24 expense of such temporary removal shall be paid by the Person requesting the same, and  
25 Grantee shall have the authority to require such payment in advance. The Person making  
26 said request shall provide Grantee with adequate advance notice of at least five (5) days  
27 before said move date to allow Grantee to schedule its work.
- 28  
29 (d) All poles, lines, structures and other facilities of Grantee in, on, over and under the Streets,  
30 sidewalks, alleys, public utility easements and public grounds or place of the County shall be  
31 kept by Grantee at all times in a safe condition.
- 32  
33 (e) When the Grantor undertakes any reconstruction, realignment or any other work on County  
34 Streets which would require relocation or modification of Grantee's poles, wires or other  
35 facilities, Grantor shall notify Grantee, and Grantee shall be responsible for such relocations  
36 of Grantee's facilities, at its expense, provided however, that if the Grantor requests such  
37 relocation, removal or reinstallation of Grantee's property in any of the Streets in the  
38 Franchise Area for the sole purpose of installing its own cable television or  
39 telecommunications services or those of a second cable television or telecommunications  
40 service provider in competition with Grantee, then such cost shall not be borne by Grantee  
41 but by the requesting entity.

42  
43 **Section 11 – Service Extension.**

44  
45 Grantee agrees to extend its cables to provide additional service within the limits of Sullivan  
46 County so as to make the service available to all residential occupancies within the County  
47 which request such service, where such residential occupancies exist at a density of twenty-five  
48 (25) homes per mile of service cable as measured from the nearest point of connection to the  
49 existing Cable System and the extension area is not served by another cable television operator.  
50 A standard installation, i.e., an aerial drop of one hundred fifty (150) feet or less, will be done at

1 normal rates. Non-standard installations, i.e. underground drops and aerial drops in excess of  
2 one hundred fifty (150) feet, will be done on a time and material basis.

### 3 4 **Section 12 – Amendments & Supplemental Agreements.**

5  
6  
7 It shall be the policy of the Grantor to amend the Franchise, upon application of the Grantee,  
8 when necessary, to enable the Grantee to take advantage of any development or developments in  
9 the field of transmission of television and radio signals which will afford it an opportunity to  
10 more efficiently, effectively or economically serve its customers. Provided, however, that this  
11 section shall not be construed to require the Grantor to approve such amendment.

### 12 **Section 13 – Maps, Plats & Reports.**

- 13  
14 (a) Upon prior written request, The Grantee shall file with the County Mayor a true and accurate  
15 map or plat of all existing and proposed installations. Such map or plat shall be updated at  
16 least annually.
- 17  
18 (b) The Grantee shall file quarterly with the County, or its designee, not later than ninety (90)  
19 days after the end of the company's fiscal quarter, a gross receipts statement certified by an  
20 officer of Grantee applicable to the operations within the County during the preceding three  
21 month period. There shall be submitted along with them such other reasonable information  
22 as the County shall request with respect to the Grantee's gross receipts.
- 23  
24 (c) The Grantee shall at all times keep on file with the County Executive a current list of its  
25 partners and stockholders with an interest of ten percent (10%) or greater, its officers and  
26 directors and bond holders.

### 27 **Section 14 – Franchise Term & Renewal.**

28  
29  
30 This Franchise shall take effect and be in full force upon acceptance by Grantee as provided in  
31 Section 19, and the same shall continue in full force and effect for a term of fifteen (15) years.  
32 Renewals shall be accomplished as provided for in Federal law and regulations.

### 33 **Section 15 – Forfeiture.**

34  
35  
36 If Grantee should violate any material terms, conditions, or provisions of this Franchise or if  
37 Grantee should fail to comply with any material provisions of any resolution of general  
38 applicability of the Grantor regulating the use of the Streets, alleys, public utility easements or  
39 Public Ways of the Grantor, and should Grantee further continue to violate or fail to comply with  
40 the same for a period of ninety (90) days after Grantee shall have been notified in writing by the  
41 Grantor to cease and desist from any such violation or failure to comply so specified, then  
42 Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the  
43 rights and privileges granted by this Franchise; provided, however, that such forfeiture shall be  
44 declared only by written decision of the County Commission after an appropriate public  
45 proceeding before the County Commission affording Grantee due process and full opportunity to  
46 be heard and to respond to any such notice of violation or failure to comply; and provided further  
47 that the County Commission may, in its discretion and upon a finding of violation or failure to  
48 comply, impose a lesser penalty than forfeiture of this Franchise or excuse the violation or failure  
49 to comply upon a showing by Grantee of mitigating circumstances. Grantee shall have the right  
50 to appeal any finding of violation or failure to comply with any resultant penalty to any court of  
51 competent jurisdiction, as provided in 47 U.S.C. 555. In the event that forfeiture is imposed

1 upon Grantee, it shall be afforded a period of six (6) months within which to sell, transfer, or  
2 convey this Cable System to a qualified purchaser. During this six (6) month period, which shall  
3 run from the effective date of the final order or decision imposing forfeiture, including any  
4 appeal, Grantee shall have the right to operate this Cable System pursuant to the provisions of  
5 this Franchise.

#### 6 7 **Section 16 – Surrender Right.**

8  
9 Grantee may surrender this Franchise at any time upon filing with the County Mayor of the  
10 County a written notice of its intention to do so at least six (6) months before the surrender date.  
11 On the surrender date specified in the notice, all of the rights and privileges and all of the  
12 obligations, duties and liabilities of Grantee in connection with this franchise shall terminate.  
13 Further, should the Grantee, his and/or its successors and assigns discontinue the business for  
14 which this franchise is granted, all poles, wires, cables and other devices shall be removed  
15 without expense to the Grantor, within ninety (90) days after demand for such removal is made  
16 by the Grantor.

#### 17 18 **Section 17 – Transfers.**

19  
20 All of the rights and privileges and all of the obligations, duties and liabilities created by this  
21 Franchise shall pass to and be binding upon the successors of the Grantor and the successors and  
22 assigns of Grantee; and the same shall not be assigned or transferred without the written approval  
23 of the County Commission, which approval shall not be unreasonably withheld, in compliance  
24 with the requirements of 47 U.S.C. 537(e); provided, however, that this Section shall not prevent  
25 the assignment or hypothecation of the Franchise by Grantee as security for debt without such  
26 approval; and provided further that transfers or assignments of this franchise between any parent  
27 and subsidiary corporation or between entities of which at least fifty percent (50%) of the  
28 beneficial ownership is held by the same Person, Persons, or entities shall be permitted without  
29 the prior approval of the County Commission.

#### 30 31 **Section 18 – Franchise Fee.**

32  
33 In consideration of the terms of this Franchise, and in conformity with 47 U.S.C. 542, Grantee  
34 agrees to pay the County a sum of money equal to three percent (3%) of the gross annual receipts  
35 from basic Cable Service charges plus any additional service tier, any new product tier, a la carte  
36 tiers, shopping commissions and advertising sales revenue net agency commissions received by  
37 Grantee from its subscribers in that portion of Sullivan County covered by this Franchise and  
38 covered by Grantee, but not including charges for connections, disconnections and other charges  
39 which are normally nonrecurring in character. Such sum shall be payable quarterly, no later than  
40 the 30<sup>th</sup> of the month following the end of the quarter. This payment shall be in addition to any  
41 other tax or payment owed to the County by Grantee, including ad valorem and business taxes.

#### 42 43 **Section 19 – Effective Date and Acceptance.**

44  
45 This Resolution shall become effective upon passage and, after acceptance by Grantee, shall then  
46 be and become a valid and binding contract between the County and Grantee; provided,  
47 however, that this Resolution shall be void unless Grantee shall, within ninety (90) days after the  
48 final passage of this Resolution, file with the County Executive of the County a written  
49 acceptance of this Resolution and the Franchise herein granted, agreeing that it will comply with  
50 all of the provisions and conditions hereof and that it will refrain from doing all of the things  
51 prohibited by this Resolution.

1  
2 **Section 20 – Severability.**  
3

4 If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason  
5 held invalid or unconstitutional by any Federal or state court or administrative or governmental  
6 agency of competent jurisdiction, specifically including the Federal Communications  
7 Commission, such portion shall be deemed a separate, distinct and independent provision, and  
8 such holding shall not affect the validity of the remaining portions hereof.  
9

10 **Section 21 – Force Majeure.**  
11

12 The Grantee shall not be held in default under, or in noncompliance with, the provisions of this  
13 Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or  
14 default (including termination, cancellation or revocation of the Franchise), where such  
15 noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake,  
16 flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic  
17 act of nature, failure of utility service necessary to operate the Cable System, or other event that  
18 is reasonably beyond the Grantee's ability to anticipate or control.  
19

20 **Section 22 – Notice.**  
21

22 All notices shall be in writing and shall be sufficiently given and served upon the other party by  
23 hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or  
24 by facsimile with confirmed transmission and addressed as follows:  
25

26 The Franchising Authority: Sullivan County  
27 Attn: County Mayor's Office  
28 3411 Highway 126, Suite 206  
29 Blountville, TN 37617  
30

31 The Grantee: Comcast of the South  
32 1794 Old Gray Station Road  
33 Gray, TN 37615  
34 General Manager  
35 Facsimile: (423) 283-4485  
36

37 with a copy to: Comcast Cable Communications, Inc.  
38 Attn: Vice President, Government Affairs  
39 360 Interstate North Parkway, Suite 600  
40 Atlanta, GA 30339  
41 Facsimile: (678) 385-5101  
42

43 and: Comcast Cable Communications, Inc.  
44 Attn: Legal Dept.  
45 1500 Market Street  
46 Philadelphia, PA 19102  
47 Facsimile: (215) 640-4050  
48  
49  
50  
51

1 **Section 23 – Entire Agreement.**

2  
3 This Franchise Agreement, including all Exhibits, embodies the entire understanding and  
4 agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof.  
5 All ordinances or Resolutions or parts of ordinances or Resolutions or other agreements whether  
6 written, verbal, or otherwise between the Grantee and the Grantor that are in conflict with the  
7 provisions of this Franchise Agreement are hereby declared invalid and superseded and this  
8 Franchise Agreement shall control.  
9

10 **Section 24 – Governing Law.**

11 This Franchise Agreement shall be deemed to be executed in Sullivan County, State of  
12 Tennessee, and shall be governed in all respects, including validity, interpretation and effect, and  
13 construed in accordance with, the laws of the State of Tennessee, as applicable to contracts  
14 entered into and performed entirely within the State.  
15  
16

17 Attest: Sullivan County, Tennessee

18  
19 \_\_\_\_\_ By: \_\_\_\_\_  
20 County Clerk Richard S. Venable, County Mayor

21  
22 Attest: Comcast of the South  
23 By: Comcast of the South, L.P., its general partner  
24 By: COM South, LLC, its general partner  
25 By: Comcast of the South, Inc. its sole member  
26

27 \_\_\_\_\_ By: \_\_\_\_\_  
28 JOHN H. RIDALL, JR.  
29 President, Southern Division

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk Date

Approved: \_\_\_\_\_  
Richard S. Venable, County Mayor ate

**Introduced By: Commissioner: Jones**  
**Seconded By: Commissioner(s): McConnell, Kilgore, Brotherton**

dps

2004-12-139	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				

Comments:

1st Reading 12-20-04;



Sullivan County, Tennessee  
Board of County Commissioners

Item 19  
Executive  
No. 2004-12-140  
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Authorize Traffic Sign Changes in the 12<sup>th</sup> Civil District**

WHEREAS, Commissioner Ferguson (and local residents – if petition attached) requested the Sullivan County Highway Department make traffic sign changes on Darnell Drive in the 12<sup>th</sup> Civil District (9<sup>th</sup> Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:**

**12<sup>th</sup> Civil District (9<sup>th</sup> Commission District)**

**To place 15 MPH Speed Limit signs on Darnell Drive.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Ferguson**  
**Seconded by Commissioner(s): McConnell**

at

2004-12-140	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				

Comments:  
1st Reading 12-20-04;

**RESOLUTION REQUEST REVIEW**

**DATE:** December 15, 2004

**TO:** Sullivan County Commission

**REQUEST MADE BY:** O. W. Ferguson

**SUBJECT:** To place a 15 MPH SPEED LIMIT on Darnell Dr.

12 **CIVIL DISTRICT**

9 **COMMISSIONER DISTRICT**

O. W. Ferguson  
Wayne McConnell

X **APPROVED BY HIGHWAY DEPARTMENT**

\_\_\_\_\_ **DENIED BY HIGHWAY DEPARTMENT**

**COMMENT:**

*[Signature]*

12/15/2004

**TRAFFIC COORDINATOR**

*[Signature]*

12/15/2004

**HIGHWAY COMMISSIONER**

**ATTACHMENT**

Resolution 2004-12-140

Page(s) 1

*[Signature]*  
Wayne McConnell

Sullivan County, Tennessee  
Board of County Commissioners

Item 20  
Executive  
No. 2004-12-141

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December, 2004.

**RESOLUTION Authorizing Cable Franchise Agreement with Bristol Tennessee Electric System**

Whereas, Sullivan County desires to grant a franchise to Bristol Tennessee Electric System to build, construct, operate and maintain a cable television system in Sullivan County, Tennessee;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 20<sup>th</sup> day of December, 2004 hereby approve a cable franchise to Bristol Tennessee Electric System, the terms and conditions of which are set forth in a separate document to be attached hereto.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk                      Date

Approved: \_\_\_\_\_  
Richard S. Venable, County Mayor                      Date

**Introduced By: Commissioner: M. Vance**

**Seconded By: Commissioner(s): B. King, J. Sitgreaves, R. Harr**

2004-12-141	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				

Comments: 1st Reading 12-20-04;

Sullivan County, Tennessee  
Board of County Commissioners

Item 21  
Administrative/Budget  
No. 2004-12-142  
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Accept and Appropriate Grant Funds for the Sullivan County Library**

WHEREAS, a grant has become available through the Tennessee State Library and Archives in an amount up to \$4,033.00 for the purchase of computers and other various peripheral computer devices for library patrons and staff; and,

WHEREAS, the Sullivan County Library has anticipated and planned for this project and has chose to spend a portion of their budget on this project;

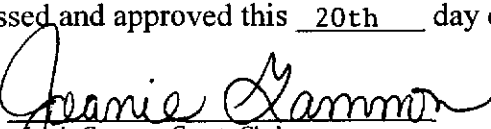
**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves accepting and appropriating funds in an amount up to \$4,033.00 from the Department of State, Tennessee State Library and Archives.**

**BE IT RESOLVED that the Sullivan County Library will provide matching funds per grant guidelines from their current budget (No New Money Involved). Account Codes to be assigned by the Office of Accounts & Budgets.**

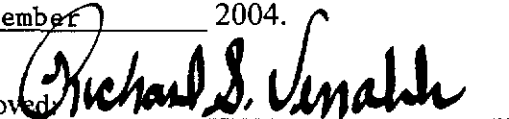
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 20th day of December 2004.

Attested:

  
Jeanie Gammon, County Clerk

Approved:

  
Richard S. Venable, County Mayor

**Introduced by Commissioner: Jones**

**Seconded by Commissioner(s): Houser, Brotherton**

at

2004-12-142	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04

Comments:

20 Aye, 1 Pass, 3 Absent

GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF STATE,  
TENNESSEE STATE LIBRARY AND ARCHIVES  
AND  
Sullivan County Public Library

This Grant, by and between the State of Tennessee, Department Of State, Tennessee State Library And Archives , Hereinafter Referred To As the "State" and **Sullivan County Public Library** hereinafter referred to as the "Grantee," is for the provision of personal computers and/or library management software, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity. The Contractor's address is:

P. O. Box 510  
Blountville, TN 37617

A. SCOPE OF SERVICES:

A.1. Grantees will use funds to purchase computers for library patrons and staff; library management software for increased efficiency in access to library collections and services; telefax machines; and/or various peripheral computer devices and software for library networks.

B. GRANT TERM:

B.1. Grant Term. This Grant shall be effective for the period commencing on November 1, 2004 and ending on August 1, 2005. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed **Four Thousand Thirty-Three Dollars (\$4033.00)**. The Grant Budget, attached and incorporated herein as a part of this Grant as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The grant budget amounts are firm for the duration of the grant contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the grant budget, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract. Said payment shall not exceed the maximum liability of this Grant Contract.

C.4. Budget Line-items. Expenditures, reimbursements, and payments under this grant contract shall adhere to the grant budget. The Grantee may request revisions of grant budget line-items by letter, giving full details supporting such request, provided that such revisions do

2004-12-14

the State of Tennessee  
Department of State  
Sullivan County Public Library

not increase the total grant budget amount. Grant budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total grant budget amount shall require a grant contract amendment.

- C.5. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

If total disbursements by the State pursuant to this grant contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.6. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached grant budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.7. Cost Allocation. If any part of the costs to be reimbursed under this grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the grant contract period.

- C.8. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

- C.9. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.

- C.10. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this grant contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least 30 days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that **no part of the total Grant Amount** shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.8. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. **Public Accountability.** If this Grant involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

D.10. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Tennessee State Library and Archives." Any such notices by the Grantee shall be approved by the State.

D.11. **Licensure.** The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. **Records.** The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.



- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.
- D.17. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one

party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant.
- D.20. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
- D.22. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by

written notice.

The State:

Jane Pinkston, Assistant State Librarian for Planning and Development  
Tennessee State Library and Archives  
403 Seventh Ave. North  
Nashville, TN 37243  
TELEPHONE: (615) 532-4628  
FACSIMILE: (615) 741-6471

The Grantee:

Kay P. Hamrick, Director  
Sullivan County Public Library  
P. O. Box 510  
Blountville, TN 37617  
TELEPHONE: (423)279-2714  
FACSIMILE: (423)279-2836

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Matching Funds. Grantee will provide matching funds for purchase of equipment and/or software equal to or greater than the amount of the grant.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.

--	--

IN WITNESS WHEREOF:

**Sullivan County Public Library**

*[Handwritten Signature]*

*Perch 15, 2004*

Board/Chairman or County Executive

Date

**TENNESSEE STATE LIBRARY AND ARCHIVES:**

Edwin S. Gleaves, State Librarian and Archivist

Date

**TENNESSEE DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE:**

Riley C. Darnell, Secretary of State

Date

*[Faint text]*

Date

*[Faint text]*

Date

THE SECRETARY OF STATE

Date

**ATTACHMENT 1**  
**TECHNOLOGY GRANT BUDGET**  
**LINE ITEMS and EQUIPMENT SPECIFICATIONS**

GRANTEE: Sullivan County Public Library  
PROGRAM: 2005 LIBRARY TECHNOLOGY GRANTS

Grantee will provide matching funds for purchase of equipment and/or software equal to or greater than the amount of the grant. The following is applicable to purchases in the period: 11/1/2004 through 8/1/2005.

Budget Line Items and Equipment Specifications	Federal Funds	State Funds	Contract Amount
<b>Personal Computer(s)</b> Must meet or exceed following: <ul style="list-style-type: none"> <li>• 3.2Ghz (gigahertz) Intel Pentium IV processor</li> <li>• 256MB (megabyte) DDR 333 MHz RAM memory</li> <li>• 512K (kilobyte) full-speed Level 2 Cache</li> <li>• 64MB video memory</li> <li>• 120.0GB (gigabyte) hard drive (This should be IDE, SCSI-2 or ATA)</li> <li>• 17" or 19" CRT, or 17" flat panel monitor (.28 mm pitch or lower on CRT monitors)</li> <li>• 48X CD-RW</li> <li>• Microsoft Windows XP Professional</li> <li>• Three Years on-site parts and labor Warranty</li> </ul>	0.00	3600.00	3600.00
<b>Laptop/notebook Computer(s)</b> Must meet or exceed following specifications: <ul style="list-style-type: none"> <li>• 1.4 GHz Pentium M processor</li> <li>• 1 MB Level 2 cache, 400 MHz FSB,</li> <li>• SXGA (1400 X 1050 X 16 million colors) display</li> <li>• 40 GB Fixed Disk Drive</li> <li>• 1.44 MB floppy drive</li> <li>• 24x CD-RW</li> <li>• 10/100/1000 Integrated network card</li> <li>• 2 USB 2.0 Ports</li> <li>• AC adapter, carrying case</li> <li>• Windows XP Professional Edition</li> <li>• Three Years on-site parts and labor Warranty</li> </ul>	0.00		0.00
<b>Computer peripherals</b>	433.00		433.00
<b>Library Management Software or upgrades</b> Must meet or exceed following specifications: <ul style="list-style-type: none"> <li>• Online patron access catalog</li> <li>• Circulation/patron control module</li> <li>• Catalog maintenance with MARC editor, import/export MARC capability</li> <li>• Report generator for patron notice and statistical reports</li> <li>• Vendor support</li> <li>• Additional modules compatible with existing, installed management software and/or system network.</li> </ul>	0.00		0.00
<b>Filtering software/systems</b>	0.00		0.00
<b>Children's, educational, office/network support software</b>	0.00		0.00
<b>Telefax machines</b> Must meet or exceed following specifications: <ul style="list-style-type: none"> <li>• Plain paper fax</li> <li>• 14.4K bps Fax Modem</li> <li>• 2MB Memory</li> <li>• 20 Page Automatic Document Feeder</li> <li>• 200 Sheet Paper Cassette</li> <li>• Auto Redial</li> </ul>	0.00		0.00
<b>Total Grant Contract Amount</b>	133.00		<b>\$4033.00</b>

Sullivan County, Tennessee  
Board of County Commissioners

Item 22  
Budget/Executive  
No. 2004-12-143

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Appropriate Designated Fees Earned by the County Clerk's Office for Improvements and Enhancements to the Office**

WHEREAS, this body by passage of Resolution No. 2004-10-108 approved November 2004, has designated the additional fees earned from the Title Transfers to be designated for the use of improving the County Clerk's Office; and,

WHEREAS, through the end of November the additional fee generated over \$57,772 in revenue and based upon last year's title transfers revenues generated for the fiscal year will amount to approximately \$142,000; and,

WHEREAS, the County Clerk's Office plans to provide additional up-to-date services for the citizens of Sullivan County to access once additional computerization is implemented; and,

WHEREAS, the County Clerk's Office is presently ready to start making the necessary improvements to better service the citizens of Sullivan County with updated equipment and software; and,

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approve the service improvements and enhancements by the County Clerk for our citizens by amending the Clerk's budget as follows:**

**Appropriations-**

52500 300 Pgm 175 Contracted Services by	\$40,000
52500 400 Pgm 175 Supplies	7,000
52500 700 Pgm 175 Capital Outlay	<u>95,000</u>

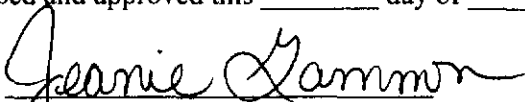
**Revenue Sources-**

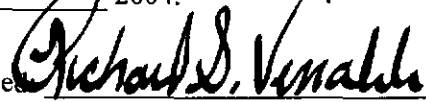
45510 Pgm 175 Designated Fees Earned	\$142,000
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**Expenditures not to be incurred until fees are earned.**

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested:   
Jeanie Gammon, County Clerk

Approved:   
Richard S. Venable, County Mayor

**Introduced by Commissioner: Williams**

**Seconded by Commissioner(s): Harr**

jgb	2004-12-143	Administrative	Budget	Executive	County Commission
	<b>ACTION</b>				Approved 12-20-04 21 Aye,

Comments:

3 Absent

Sullivan County, Tennessee  
Board of County Commissioners

Item 23  
Budget  
No. 2004-12-144

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Correct Appropriation for Office of District Attorney Salary Account in the 2004-2005 Fiscal Year Budget**

WHEREAS, the Sullivan County Board of County Commissioners has authorized the positions for the District Attorney General Office and the rate of compensation to be based upon the pay scale for other attorney's in the Office (State Salary Scale); and,

WHEREAS, the corrected state pay scale was not available to base the calculations for the current year budget until after June 30, 2004; and,

WHEREAS, the amounts appropriated for the current budget year need to be amended to cover the cost for this fiscal year.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize correcting the 2004-2005 fiscal year budget to reflect the corrected state pay scale for the District Attorney General's Office as follows:**

**Appropriations-**

53600 100 \$10,110  
53600 200 \$ 6,160

**Revenue Sources-**

39000 \$16,160

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

Duly passed and approved this 20<sup>th</sup> day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Williams**

**Seconded by Commissioner(s): Harr**

lgb

2004-12-144	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04 21 Aye,

Comments:

3 Absent

Sullivan County, Tennessee  
Board of County Commissioners

Item 24  
Administrative/Budget  
No. 2004-12-145

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Correct Appropriation for the Public Defender's Salary Account in the 2004-2005 Fiscal Year Budget**

WHEREAS, the Sullivan County Board of County Commissioners has authorized the positions for the Public Defender's Office and the rate of compensation to be based upon the pay scale for other attorney's in the Office (State Salary Scale); and,

WHEREAS, the corrected state pay scale was not available to base the calculations for the current year budget until after June 30, 2004; and,

WHEREAS, the amounts appropriated for the current budget year need to be amended to cover the cost for this fiscal year.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize correcting the 2004-2005 fiscal year budget to reflect the corrected state pay scale for the Public Defender's Office as follows:**

**Appropriations-**

53600 100           \$ 12,950  
53600 200           \$ 9,900

**Revenue Sources-**

39000               \$22,850

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Williams**  
**Seconded by Commissioner(s): Harr**

lgb

2004-12-145	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04 21 Aye,

Comments: 3 Absent



Sullivan County, Tennessee  
Board of County Commissioners

Item 25  
Administrative/Budget  
No. 2004-12-146

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Appropriate Funding for Fire Hydrants For Historic Structures**

WHEREAS, Sullivan County is rich in history and there are numerous historic structures located throughout Sullivan County, some dating to the late 1700's; and,

WHEREAS, it is a concern of Sullivan County to make available fire protection for these historical structures and preserve its history to the best of its ability;

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby commits to appropriating funds to one local volunteer fire department for the installation of one fire hydrant per year to protect historical structures located outside of municipal boundaries in Sullivan County being served by volunteer fire departments.**

**BE IT RESOLVED THAT the attached application must be submitted under the following terms:**

- 1) Upon passage, applications may be picked up in the Office of the Sullivan County Mayor; thereafter applications, may be picked up in the months of January and February each year;
- 2) The completed applications with all attachments and documentation must be submitted to the Office of the Sullivan County Mayor no later than March 1<sup>st</sup> of each year (new applications must be filed each year with updated information);
- 3) Said applications will be reviewed by the Sullivan County Historic Preservation Association with preference going to those on the National Register of Historic Places, and those structures in greatest need of fire protection.
- 4) The Sullivan County Historic Preservation Association will notify the Sullivan County Mayor's Office in writing by April 30<sup>th</sup> each year of the chosen applicant.

**BE IF FURTHER RESOLVED THAT it is the responsibility of the applicant to work with their local water utility provider and local volunteer fire department to determine the best location for the fire hydrant. Applicants may be required to surrender any right-of-way or easements necessary to secure the proper installation of fire hydrants.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Attested: \_\_\_\_\_  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Brotherton**  
**Seconded by Commissioner(s): Houser, McConnell**

2004-12-146	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				

Comments:  
1st Reading 12-20-04;

**REQUEST FOR FIRE HYDRANT  
FOR  
SULLIVAN COUNTY HISTORIC SITE**

Physical Location of Structure: \_\_\_\_\_

Community Located Within: \_\_\_\_\_

Structure Known As: \_\_\_\_\_

Approx. Year Built: \_\_\_\_\_

Registered on the National Register of Historic Places?     Yes     No

Current Property Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Please submit the following with your application:

- 1) Documentation of structure being registered on the National Register of Historic Places.
- 2) A letter from your local water utility provider stating that there is adequate water pressure for the installation of a fire hydrant.
- 3) A letter from your local volunteer fire department stating they provide fire protection to your area.
- 4) A site plan signed by both the water utility provider and the local volunteer fire department stating that they approve the location of the fire hydrant.

In making application:

I understand that the above documents must be submitted with my application prior to the Office of the Sullivan County Mayor by March 1<sup>st</sup>.

I understand that I may be required to surrender any right-of-way or easement necessary to secure the proper installation of the fire hydrant.

I acknowledge that all property taxes are paid and current on the above property.

Owner's Signature: \_\_\_\_\_

Sullivan County, Tennessee  
Board of County Commissioners

Item 26  
Administrative  
No. 2004-12-147

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20<sup>th</sup> day of December 2004.

**RESOLUTION To Affirm the Delegation of Powers to the Administrative Committee To Approve Regulations of Pre-Hospital Care in Sullivan County and Ambulance Service Application Form**

WHEREAS, by Resolution No. 2 passed November 20, 2000, the Sullivan County legislative body delegated the duties and powers to regulate ambulance service in Sullivan County as set forth in Tennessee Code Annotated §7-61-101, *et seq.* to the Sullivan County Administrative Committee; and

WHEREAS, the Sullivan County Administrative Committee has adopted an application form and a set of rules and regulations to be used in regulating ambulance service providers wishing to be licensed to provide ambulance services as needed; and,

WHEREAS, the Sullivan County legislative body has been asked to approve and show its support for these changes in the way ambulance service in Sullivan County is provided and regulated;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby affirms its delegation of the duties and powers to regulate ambulance service in Sullivan County as set forth in Tennessee Code Annotated §7-61-101, *et seq.* to the Sullivan County Administrative Committee.

**BE IT RESOLVED** that the Sullivan County legislative body hereby approves the application form and the rules and regulations adopted by the Administrative Committee, it being understood that the Sullivan County legislative body has delegated such power to the Administrative Committee and, therefore, that any changes made to such application form and/or the rules and regulations hereafter by the Administrative Committee within the powers delegated to the Administrative Committee need not come back to the full Sullivan County legislative body for approval and that said rules will be amended to provide for granting of "licenses" in any place where the term "contract" is referenced and that all references to "franchise" is hereby deleted.

**BE IT RESOLVED** that the Pre-Hospital Care Committee is hereby established as a permanent subcommittee of the Sullivan County Administrative Committee and is thereby empowered to issue licenses and permits, which includes, but is not limited to the following provisions:

1. The provisions for licensing will provide for independent periodic vehicle inspection;
2. The provisions for licensing will provide for review of reported violations of regulations by an outside agency approved by the Pre-Hospital Care Committee.
3. Deadline will be February 1, 2005.

Resolution

**BE IT FURTHER RESOLVED** that this **amendment** shall supersede and cancel the original resolution.

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

Duly passed and approved this 20th day of December 2004.

Attested: Jeanie Gammon  
Jeanie Gammon, County Clerk

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

**Introduced by Commissioner: Harr**  
**Seconded by Commissioner(s): Williams**

2004-12-147	Administrative	Budget	Executive	County Commission
<b>ACTION</b>				Approved 12-20-04 17Aye, 2 Nay, 2 Pass, 3 Absent

Comments:

Amendment #1 made by Sponsor and approved along with Resolution as follows  
"ANY APPEAL COULD BE MADE BACK TO THE ADMINISTRATIVE COMMITTEE-IF THE ADMINISTRATIVE COMMITTEE CAN'T SOLVE IT WE APPEAL BACK TO THE COUNTY COMMISSION AS A WHOLE. ANY ISSUE THEY HAVE THAT CAN'T BE SOLVED BY THE ADMINISTRATIVE COMMITTEE WILL BE APPEALED TO THE COUNTY COMMISSION AS A WHOLE".

AMENDMENT #2 made by sponsor and approved along with Resolution as follows:  
On page one of Resolution in bottom paragraph add: 3. Deadline will 02/01/05.

AMENDMENT #3 made by Sponsor and approved along with Resolution as follows:  
On page two - first paragraph - the word "amendment" be changed to the word "resolution" as reflected above.

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON  
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR  
SESSION JANUARY 24, 2004.

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

---

RICHARD VENABLE

COMMISSION CHAIRMAN

